# 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 das 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

Dy:

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.

Commitment Page 2 Commitment Number: 1101-1809647

# 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/.

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# COMMITMENT FOR TITLE INSURANCE FORM SCHEDULE A

1.	Effective Date:	December 05,	, 2011 at 7:30 a.m.
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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

ALTA Commitment (6-17-06)

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**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.

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# 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.
- Certificate of Good Standing from Waste Control Services, Inc. aka Municipal Solid Waste Services, Inc. and To Be Determined.
- 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

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# 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:

- 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.
- 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

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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.
- 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.

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- 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 Janaury 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.

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- 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.
- 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.
- Coal Leasing Agreement between Charles M. Johnson, et al and Nelson C. Ralph and Associates, disclosed by instrument recorded in Vlume 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.
- 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.

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- 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 Augsut 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.
- 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.

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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** 

Commitment Page 13 Commitment Number: 1101-1809647



## 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.

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

Use or 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 companies. Furthermore 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.

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.

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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.

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

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.

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 use a collection 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.

Call secure the required corrections.

Education We endeavor to be 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.

Form 50-PRIVACY (8/1/09)

Page 1 of 1

Privacy Information (2001-2010 First American Financial Corporation)

Exception 17

K-Vill Oil Compours 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.

Lessor and Lessee agree that this Amendment shall be binding upon them, their heirs, personal representatives, successors and assigns.

This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed on the date first above written.

LESSOR:	
D. L. Wandand	
Name: Robert Konstand	
Waste Control Services, Inc.	

# INDIVIDUAL ACKNOWLEDGEMENT

STATE OF	) SS:
COUNTY OF	)
On this, theday of, 20 and for said State, personally appeared	, before me the undersigned, a Notary Public in
known to me (or satisfactorily pro	oven) to be the person(s) whose name(s) is/are wledged that he/she/they executed the same for
In witness thereof, I hereunto set my hand an	d official seals.
My Commission Expires on:	

 , Notary Public

LESSEE:
Chesapeake Exploration, L.L.C., an Oklahoma limited liability company
By:  Lester A. Zitkus, Vice President- Land Central, Southern & Western Districts, Eastern Division
CORPORATE ACKNOWLEDGEMENT
STATE OF OKLAHOMA )
COUNTY OF OKLAHOMA ) SS:
On this, theday of, 20, before me, the undersigned officer, personally appeared Lester A. Zitkus, who acknowledged himself to be the Vice President – Land, Central, Southern & Western Districts, Eastern Division of CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, and that he as such Vice President – Land, Central, Southern & Western Districts, Eastern Division, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Vice President – Land, Central, Southern & Western Districts, Eastern Division.
IN WITNESS THEREOF, I hereunto set my hand and official seal.
My Commission Expires on:
Signature/Notary Public
Name/Notary Public (print)

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LESSEE:
CHK Utica, L.L.C. A Delaware limited liability company
Henry J. Hood, Senior Vice President Land and Legal & General Counsel
CORPORATE ACKNOWLEDGMENT
STATE OF OKLAHOMA )  SS: COUNTY OF OKLAHOMA )
On this, the day of, 2012, before me, the indersigned officer, personally appeared Henry J. Hood, who acknowledged himself to be the denior Vice President — Land and Legal & General Counsel of CHK UTICA, L.L.C., a Delaware limited liability company, and that he as such Senior Vice President — Land and Legal & General Counsel, being authorized to do so, executed the foregoing instrument for the purpose herein contained by signing the name of the limited liability company by himself as Senior Vice President — Land and Legal & General Counsel.
N WITNESS THEREOF, I hereunto set my hand and official seal.
My Commission Expires on:
Signature/Notary Public
Name/Notary Public (print)

LESSEE:
EnerVest Operating, L.L.C.* a Delaware limited liability company
By: James D. McKinney, Vice President
*As agent for EnerVest Energy Institutional Fund, IX, L.P., EnerVest Energy Institutional Fund IX-WI, L. P., EnerVest Energy Institutional Fund XI-A, L.P., EnerVest Energy Institutional Fund XI-WI, L.P., CGAS Properties, L.P. and Belden and Blake Corporation.
CORPORATE ACKNOWLEDGMENT
STATE OF WEST VIRGINIA ) ) §
COUNTY OF KANAWHA )
The foregoing instrument was acknowledged before me this day of, 20 James D. McKinney, as Vice President of ENERVEST OPERATING, L.L.C., a Delaware limited liability company, as Agent for ENERVEST ENERGY INSTITUTIONAL FUND IX, L.P., ENERVEST ENERGY INSTITUTIONAL FUND IX-WI, L.P., ENERVEST ENERGY INSTITUTIONAL FUND XI-WI, L.P., CGAS PROPERTIES, L.P. and BELDEN & BLAKE CORPORATION, on behalf of the limited liability company.
IN WITNESS THEREOF, I hereunto set my hand and official seals.
My Commission Expires on:
Signature/Notary Public
Name/Notary Public (print)

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

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 royalites 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 be required to drill the sead premises are located, whichever is greater, for the purpose of drilling a well thereon, but the Lessee shall in no event ball nevertheless be deed on the leased premises within the meaning and for the purposes of all the provisions and convenants of this lease to the same effect as if octed upon the leased premises within the meaning and for the purposes of all the provisions and convenants the owner of the land on which such well is located may tag and unit were development unit. whether or not located on the leased premises within the meaning and for the purposes of all the provisions and convenants of this lease, and provided further that the Lessor agrees to use in one dwelling house on such owner's land in accordance with the yielded, that proportion of such one-eighth (a) royalty which the acreage herein lead to the one-eighth (a) and gas royalty hereinbefore proment unit. The Lessee shall effect such consolidation by executing a declaration of consolidation the same cordinality as this oil and gas lease in the county in which the leased premises are located and by malling a copy thereof to the Lessor at the adverser's office at the courthouse in the county in which

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 lessed premises or in the rentals or royalties hereunder shall be binding on the Lesse until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment or by the receipt of such original instrument

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 an entirety, and the rentals and royalities 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 of the Lessee's interest hereinder, the right to pay and satisfy any claim or line paints the Lessee's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or ilen 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 distinterested shall be final and conclusive.

The Lessee shall be promised 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 Lesses 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 expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning a 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 a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all

	he acreage surrendered.  The acreage surrendered of force majeure including but not performed by the lessee by reason of force majeure including but not perfect the series shall nevertheless remain in full force and effect until the lessee lesses shall nevertheless remain in full force and effect until the lessee lesses shall nevertheless remain in full force and essential the lesses and the described. It is mutually agreed that this instrument contains and extended the subject matter thereof, and no implied convenant, agreement or oblititer of them.
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Signed and Acknowledged in the presence of:	THE MAGNOLIA MINING COMPANY (See)
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1413 Ditag	Fred C. Loomis-Pres. (Seat)
	D- (Seal)
	W. P. Loomis-Treas. (Seal)
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	(Seal)
	(Seal)
	(Seal)
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4.1.7	day of (10to 648 A.D. 19. 67
STATE OFOhio	day of
County of Stark ss before me, a Notary	Public tn and for said County
	by Fred C. Loomis, Pres., and W. P. Loomis, Treas.,
July sleeted officers of Salu Company	that women't and that it is
who acknowledged thatthey did sign and sear the latest	ng Company.
who scknowledged that they did sign and seal the foregoing who scknowledged that they did sign and seal the foregoing the seal of the Magnolia Mini dually and as such officers of The Magnolia Mini dually and seal, the day a officer of the seal of the sea	ind year allessand
	Notary Public, Junice of the Pence Cran Con 13/13
On this	day ofA_D, 18
	in and for sald County
County of	
personally appeared the said	From and deed.
who acknowledged that did sign and seal the foregoin	g instrument and that it is
WITNESS my hand andseal, the day of THIS INSTRUMENT WAS PREPARED BY BELDEN &	and year aforesaid.
Upon the written request of the Lessor, Lessee a lease or a unitization agreement including same shall be drilled on has been drilled on any adjusted of the premises herein leased, during the feet of the premises herein leased, during the feet of the premises of oil per day from the	agrees to drill an offset well on the within to the Clinton Sand horizon, providing there oining property and within five hundred (500) term of this lease a well producing as much as the Clinton Sand horizen for thirty (30) consecu-
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# ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF OHIO	)
	) §
COUNTY OF STARK	)

This Assignment, Bill of Sale, and Conveyance (this "Assignment"), dated effective as of July 1, 2010, at 7:00 local time where the Assets (as defined below) are located (the "Effective Time"), is from Anschutz Exploration Corporation, a Delaware corporation, 555 17th Street, Suite 2400, Denver, Colorado 80202 ("Assignor"), to Chesapeake AEC Acquisition, L.L.C., an Oklahoma limited liability company, 6100 N. Western Ave., Oklahoma City, Oklahoma 73118 ("Assignee"). Assignor and Assignee are collectively referred to in this Assignment as the "Parties," and individually as a "Party."

Reference is hereby made to that certain Purchase and Sale Agreement, dated as of September 30, 2010 (as amended, restated, modified, or supplemented from time to time, the "Purchase Agreement"), by and between Assignor and Assignee. Any capitalized term used in this Assignment but not defined in this Assignment shall have the meaning assigned to such term in the Purchase Agreement.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, conveys, and transfers to Assignee all of Assignor's right, title, and interest, in and to the following property, interests and rights (collectively, the "Assets"):

- I. The oil and gas leases described on <u>Exhibit A</u> (the "<u>Leases</u>"), the lands covered by the Leases (the "<u>Lands</u>"), and all royalty, overriding royalty and net profits interests in the Leases and the Lands;
- II. All oil, gas, casinghead gas, condensate, sulfur, natural gas liquids, and other liquid or gaseous hydrocarbons and products ("<u>Hydrocarbons</u>"), in, on or under or that may be produced from the Lands;
- III. The oil and gas wells located on the Leases and the Lands, or lands pooled or unitized therewith, whether producing or non-producing, including the oil and gas wells specifically described on the attached Exhibit "A", together with all injection and disposal wells on the Leases and the Lands or lands pooled or unitized therewith, and all personal property and equipment associated therewith as of the Effective Time;
- IV. All existing and effective unitization and pooling agreements, declarations and orders, and the properties covered and the units created thereby, to the extent that they relate to or affect any of the interests described in Sections I through III;

- 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:

Agreement. The 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. <u>Disclaimers and Acknowledgments</u>.

- (a) <u>Disclaimers and Acknowledgments Conspicuous</u>. The Parties agree that, to the extent required by applicable law to be operative, the disclaimers and acknowledgements contained in this <u>Section 3</u> are "conspicuous" disclaimers and acknowledgement for the purposes of any applicable law, rule or order.
- 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) <u>Inspection</u>. 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) <u>"As is, Where is" Purchase</u>, 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, RIXED OR CONTINGENT, ARE TRANSFERRED FROM ASSIGNOR TO ASSIGNEE, REGARDLESS OF WHEN THE LIABILITY OR RESPONSIBILITY AROSE.

(e) <u>Changes in Prices, Spacing and Pooling and Well Events</u>. 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.
- and words of similar import refer to this Assignment," "herein," "hereby," "hereunder" 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.



- 10. <u>Vesting</u>. 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]



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

Pamela S. Kalstrom -

**Xice President** 

# ASSIGNEE:

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

By:

President

Instr: 201012170051353 12/17/2010 P.7 of 26 F.5708.00 3:16PM HISD Stark County Recorder 1201020242402

# **ACKNOWLEDGMENT CERTIFICATES**

STATE OF COLORADO	)
CITY AND COUNTY OF DENVER	) ss. )
The foregoing instrument was acknowled 2010, by Pamela S. Kalstrom, as Vice President Delaware corporation.	edged before me this 30th day of November, t of Anschutz Exploration Corporation, a
Witness my hand and official seal.	0. 1. 0. 0. 10
My commission expires: May 10, 24	
and the same of th	Notary Public Name: DARLA D. DESAUTELS
(NOTARIAL SEAL)	
STATE OF OKLAHOMA COUNTY OF OKLAHOMA	) ) ss. )
The foregoing instrument was acknowled 2010, by Douglas J. Jacobson, as Executive Vid L.L.C., an Oklahoma limited liability company	edged before me this 30th day of November, ce President of Chesapeake AEC Acquisition,
Witness my hand and official seal.	
My commission expires: <u>6/15/14</u>	Notary Public 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.

			A Data	Legal Cascription	County	State	Recording/Book	Page
Lease No.	Original Lessor  JO ANN CLAPPER A WIDOW	Original Lessee ANSCHUTZ EXPLORATION	Lease Date 5/27/2008	TOWNSHIP 17 NORTH, RANGE 6 WEST SECTION 13: SW TAX MAP NO: 41-05284,000 TOWN: PARIS	STARK	ОН	200807290034002	
29410034-00	RONALD E. SMITH, A MARRIED	CORPORATION  ANGCHUTZ EVOLOBATION		TOWNSHIP 17, RANGE 6 SECTION 3: PT. SE TAX MAP	STARK	ОН	200809080040125	
29410048-00	MAN DEALING IN HIS SOLE AND SEPERATE PROPERTY	ANSCHUTZ EXPLORATION CORPORATION	5/21/2008	NO: 41-03742 TOWN: PARIS				
29410052-00	RUMMELL FARMS, INC.	ANSCHUTZ EXPLORATION CORPORATION	5/11/2008	TOWNSHIP 18, RANGE 6 SECTION 27: PT. SW TAX MAP NO: 75-01098 TOWN: WASHINGTON AND PARIS TAX MAP NO: 73-03159 TOWN: WASHINGTON AND PARIS SECTION 27: PT. SE TAX MAP NO: 75-01099 TOWN: WASHINGTON AND PARIS TAX MAP NO: 75-06746 TOWN: WASHINGTON AND PARIS SECTION 34: PT. SANW 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 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		нс	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	ОН	200808280038843	

Page 1 of 18



EXMIBIT "A"

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

				Legal Description	County	State	Recording/Book	Page
Lease No.	Original Lessor	Original Lessee	Lease Date	regai nescription	1			
880001166	THE MAGNOLIA MINING COMPANY (AN OHIO CORPORATION)	BELDEN & BLAKE OIL PRODUCTION	10/4/1967		STARK	OH	150	162
BB0001167	MAGNULIA GRANGE #1598	BELDEN & BLAKE OIL PRODUCTION	2/20/1968		STARK	ОН	155	175
880001168	PANA INC (AN OHIO CORPORATION)	8ELDEN & BLAKE OIL PRODUCTION	3/25/1968		STARK	ОH	156	235
B80001170	PAUL R DOWNES, WIDOWER DAVID L & MARTHA L HALLAGHER, HUSBAND AND WIFE AMOS H & MARGARET L ALEXANDER, HUSBAND AND WIFE	BELDEN & BLAKE OIL PRODUCTION	8/15/1968		STARK	он	159	410
- BB0001172	THE MAGNOLIA MINING COMPANY	BELDEN & BLAKE OIL PRODUCTION	10/9/1968		STARK	ОН	161	22
BB0001186	RICHARD P & OLIVE ANN SMITH,	BELDEN & BLAKE OIL PRODUCTION	6/18/1968		STARK	ОН	158	218
BB0001198	JOHN G & ICO I WELKER, HUSBAND AND WIFE		2/29/1954		STARK	ОН	131	630
880001199	HOWARD M & MINNIE L WELKER, HUSBAND AND WIFE WESLEY M WELKER, WIDOWER	D T NORRIS	2/29/1964		STARK	╂	131	642
BB0001200	CLAIR R & MABLE E SPROAT.	D T NORRIS	3/3/1964		STARK	ОН	132	529

The County Recorder Telepoodeta

# 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: West by lands of:

Rugani-Public Road-(T 159)-M. & G. Coal Co.

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.

Lessor and Lessee agree that this Amendment shall be binding upon them, their heirs, personal representatives, successors and assigns.

This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Amendment to be duly executed on the date first above written.

LESS	OR:
Name:	Robert Konstand
	Waste Control Services, Inc.

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF		)	SS:
COUNTY OF		)	55.
On this, theday of and for said State, personall	, 20	, before me the	undersigned, a Notary Public in
known to me	(or satisfactorily p	proven) to be the	person(s) whose name(s) is/are he/they executed the same for the
In witness thereof, I hereu	nto set my hand a	and official seals.	
My Commission Expires or	ı:		

, Notary Public

LESSEE:	
Chesapeake Exploration, L.L.C., an Oklahoma limited liability company	
By: Lester A. Zitkus, Vice President- Land Central, Southern & Western Districts, Eastern Division	
CORPORATE ACKNO	WLEDGEMENT
STATE OF OKLAHOMA ) COUNTY OF OKLAHOMA )	
On this, theday of, 20, undersigned officer, personally appeared Lester A. Vice President — Land, Central, Southern & CHESAPEAKE EXPLORATION, L.L.C., an Oklas such Vice President — Land, Central, Southern & authorized to do so, executed the foregoing instrumer the name of the limited liability company by himself & Western Districts, Eastern Division.	Zitkus, who acknowledged himself to be the Western Districts, Eastern Division of lahoma limited liability company, and that he Western Districts, Eastern Division, being at for the purpose therein contained by signing
IN WITNESS THEREOF, I hereunto set my hand a	nd official seal.
My Commission Expires on:	
	Signature/Notary Public
	Name/Notary Public (print)

LESSEE:
CHK Utica, L.L.C. A Delaware limited liability company
By: Henry J. Hood, Senior Vice President Land and Legal & General Counsel
CORPORATE ACKNOWLEDGMENT
STATE OF OKLAHOMA ) ) SS: COUNTY OF OKLAHOMA )
On this, the day of, 2012, before me, the undersigned officer, personally appeared Henry J. Hood, who acknowledged himself to be the Senior Vice President – Land and Legal & General Counsel of CHK UTICA, L.L.C., a Delaware limited liability company, and that he as such Senior Vice President – Land and Legal & General Counsel, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Senior Vice President – Land and Legal & General Counsel.
IN WITNESS THEREOF, I hereunto set my hand and official seal.
My Commission Expires on:
Signature/Notary Public
Name/Notary Public (print)

LESSEE:
EnerVest Operating, L.L.C.* a Delaware limited liability company
By:
James D. McKinney, Vice President
*As agent for EnerVest Energy Institutional Fund, IX, L.P., EnerVest Energy Institutional Fund IX-WI, L.P., EnerVest Energy Institutional Fund XI-A, L.P., EnerVest Energy Institutional Fund XI-WI, L.P., CGAS Properties, L.P. and Belden and Blake Corporation.
CORPORATE ACKNOWLEDGMENT
STATE OF WEST VIRGINIA )
COUNTY OF KANAWHA )
The foregoing instrument was acknowledged before me this day of, 20 James D. McKinney, as Vice President of ENERVEST OPERATING, L.L.C., a Delaware limited liability company, as Agent for ENERVEST ENERGY INSTITUTIONAL FUND IX, L.P., ENERVEST ENERGY INSTITUTIONAL FUND IX-WI, L.P., ENERVEST ENERGY INSTITUTIONAL FUND XI-NSTITUTIONAL FUND XI-A, L.P. and ENERVEST ENERGY INSTITUTIONAL FUND XI-WI, L.P., CGAS PROPERTIES, L.P. and BELDEN & BLAKE CORPORATION, on behalf of the limited liability company.
IN WITNESS THEREOF, I hereunto set my hand and official seals.
My Commission Expires on:
Signature/Notary Public
Name/Notary Public (print)

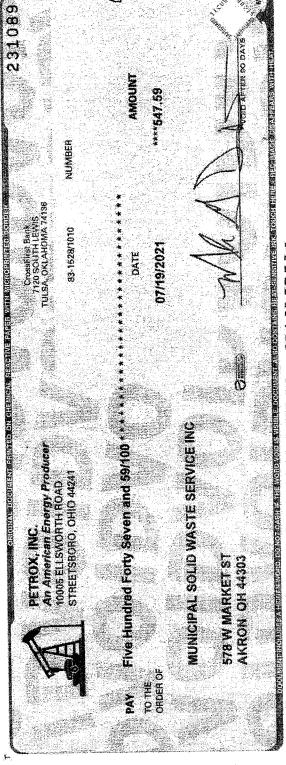
Prepared By: Once recorded, please return to: Chesapeake Exploration, L.L.C., Attention: Land – Eastern Division, 6100 N. Western Avenue, Oklahoma City, Oklahoma 73118

230282

(, INC. .iergy Producer

Check Date: 01/1	8/2021	Check Number:	230282	Owner Number:			
Well	Sales  T  Period	Sales         Volume   Price	Gross   Value	Net   Tax   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
		PAPERLE	SS PETROX CALI	L (330) 653-5526			

2021 Oil + Gas Payments



#E31089# #10101510101 #P80125#

PETROX, INC. An American Energy Producer

231089

NUMBER

232 552.23 Owner Net 0.00 Expenses Owner 12.5000000 12,5000000 12,5000000 Owner % R3069 4,417.84 0.00 0.00 Owner Number: Value Š 00.0 000 Tax 0.00 000 4,425 03 231089 Gross Value 0.00 000 61.51 Price Check Number: 0000 71.94 Volume Sales I | Sales E 06/21 E 02/21 0 05/21 07/19/2021 MAGNOLIA MINING MAGNOLIA MINING MAGNOLIA MINING Check Date: Well

PAPERLESS PETROX CALL (330) 653-5626

PAGE 1	9/07/21	NET	AMOUNT	404.60	404.60	404.60	769.71	799,73	799.71	581,73	581.73	3786.04
	13:29:07		DEDUCTION	.33	. 33	99	£9.	.63	. 63	.46	4.* 0.4	
			GROSS AMT	404.93	404.93	404.93	800.34	800.34	800.34	582,19	582.19	27 - 20C
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RVSR943 REVENUE SUMMARY CRUDE OIL ACCOUNT STATEMENT	EFT TRANSACTIONS 959 ERGON OIL PURCHASING, INC. MUNICIPAL SOLIN THE PERM SPRUTING	2000055157 9/10/2021	TICKET	1330243	TOTAL FOR TANK 01365605	TOTAL FOR FARM14264005	14265005 MAGNOLIA MINING 1330244 8/31/21	TOTAL FOR TANK 01365705		1330245	TOTAL FOR TANK 01412805	FARM18791005
RVSR943	m Tri idani	CHECK NO: CHECK DATE:	TANK NC	FARM NO: 14264005 01365605	TOTAL FOR	TOTAL FOR	FARM NO: 14265005 01365705	TOTAL FOR	TOTAL FOR	EARM NO: 18791005 01412805	TOTAL FOR	TOTAL FOR

FOR ACCOUNT AND CRUDE OIL PRICE INFORMATION CALL TOIL-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 MUNICIPAL SOLID WASTE SERVICE						OWNER NO. CHECK DATE 1068907 Oct 29, 2021			C	500272		AMOUNT \$143.55			
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PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING

# ERGON OIL PURCHASING, INC.

ERGON COMPANY POST OFFICE BOX 1308 JACKSON MISSISSIPPI 392 15-1308 FOR ACCOUNTAND CRUDE OIL PRICE INFORMATION CALL TOL-FREE FROM PA OH, AND WV (1-800-278-3364) OR WRITE P. O. BOX 356, NEWELL, WV 26050WHEN 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
Act No.	FARM N	O: 142640	05	MAGN	IOLIA MIN	ING #10						ranouni
01365605	1291583	12/21/19	0.00	2.47	29.77	.12500000	2 ET	3.72	55.8401	207.79	0.19	207.6
1365705	1201594	0: 142650	005	MAGN	IOLIA MIN	ING #11					0.10	201.0
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ge 1 of		Total for A										841.0

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# DETACH ALONG THIS PERFORATION

ORIGINAL CHECK HAS MICRO PRINTING, VOID FEATURE WITH COLORED BACKGROUND AND ENDORSEMENT SECURITY FEATURES. ERGON OIL PURCHASING, INC. Check No. 1320502 REGIONS BANK CONTROL DISBURSEMENT - NEWHEBRON, MS AN ERGON COMPANY POST OFFICE BOX 1308 JACKSON, MISSISSIPPI 39215-1308 Check Date 01/10/2020 PAY Eight Hundred Forty One AND 09/100 TO THE ORDER OF MUNICIPAL SOLID WASTE INC FDBA SERVICES Check Amount 578 W MARKET ST AKRON OH 44303



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

CrossFirst Bank 7120 SOUTH LEWIS TULSA, OKLAHOMA 74136

BORDER

83-1528/1010

NUMBER

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

TO THE ORDER OF

PAY

DATE 01/16/2020 AMOUNT \*\*\*\*401.01

**MUNICIPAL SOLID WASTE SERVICE INC** 

578 W MARKET ST AKRON OH 44303 Whi A John Steer 90 DAYS House

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2012650731

PETROX, INC. An American Energy Producer

NUMBER

227409

Check Date: 0	1/16/2020	Check Number:	227409	Owr	ner Number: F	R3069		
Well	Sales  T  Period	Sales       Volume   Price	Gross   Value	Tax	Net   Value	Owner   %	Owner   Expenses	Owner Net
MAGNOLIA MININ	G O 12/19	60.93 52.96	3,226.85	6.09	3,220.76	12.5000000	0.00	402.60
MAGNOLIA MININ	G E 06/19	0.00 0.00	0.00	0.00	0.00	12.5000000	1.59	-1.59

UMENT 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

PAPERLESS PETROX CALL (330) 653-5526

PETROX, INC. An American Energy Producer

NUMBER

Check Date: 01	/16/2020	Check Number:	227409	Owr	ner Number: F	3069		
Well	Sales  T  Period	Sales     Volume   Price	Gross   Value	Tax	Net   Value	Owner   %	Owner   Expenses	Owner Net
MAGNOLIA MININ	G 0 12/19	60.93 52.96	3,226.85	6.09	3,220.76	12.5000000	0.00	402.60
MAGNOLIA MININ	G E 06/19	0.00 0.00	0.00	0.00	0.00	12.5000000	1.59	-1.59
		PAPERLI	SS PETROX CALL	(330) 653-552	6			

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

13:13:17 2/06/20

PAGE 1

959 ERGON OIL PURCHASING, INC. MUNICIPAL SOLID WASTE ACCOUNT NO: 73994

INC FDBA SERVICES

CHECK NO: 2000038678 578 W MARKET ST

CHECK DATE: 2/11/2020 AKRON

OH 44303

E: 2,	/11/2020	AKRON		OH 443	303							
		PROD			TOTAL	DECIMAL	TYPE OF	ACCOUNT	PRICE			NET
	TICKET	DATE	TEMP	BS&W	BARRELS	INTEREST	INT/DED	BARRELS	PER BBL	GROSS AMT	DEDUCTION	AMOUNT
1 405 400	 -	MACNOTTA	MINING	#2								
1425400		100 200 100 100 100 100 100 100 100 100		#3						COLW. Char	Had.	100 21 22
	1009988	3/13/06		2.16	100.66	.12500000	2 ET	12.58	58.0000	729,78	.13	729.65
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73994					100.66			12.58		129.78	.13	729.65
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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 ERGON OIL PURCHASING INC EFT TRANSACTIONS

PAGE 1

13:11:00 4/06/20

959 ERGON OIL PURCHASING, INC. MUNICIPAL SOLID WASTE

ACCOUNT NO: 73994

INC FDBA SERVICES

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

OH 44303

CHECK DATE:	4/09/2020	PROD		OH 443	TOTAL	DECIMAL	TYPE OF	ACCOUNT	PRICE			NET
TANK NO	TICKET		TEMP	BS&W	BARRELS	INTEREST		BARRELS		GROSS AMT	DEDUCTION	AMOUNT
FARM NO: 14254		MAGNOLIA										
01327305	1297713	3/31/20		3.77	62.26	.12500000	2 ET	7.78	26.6053	207.06	.39	206.67
TOTAL FOR TANK	K 01327305				62.26			7.78		207.06	.39	206.67
TOTAL FOR FARM					62.26			7.78		207.06	.39	206.67
TOTAL FOR 7399	94				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, 202	20 CSU PROD	UCER RESOURCE	CES, INC.	Check No. 038946	08
Invoice Number	<b>Invoice Date</b>	Voucher ID	<b>Gross Amount</b>	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	Ven	dor Name	Total Discounts	AR
0004306296	MUNICIPAL SOLIE	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



SEVERANCE / PRODUCTION TAX

000 0000121 00000000 001 001 00093 **Enervest Operating, LLC** as designated operator 300 Capitol Street, Suite 200 ENERVEST Charleston, WV 25301 304-343-5505

634646

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

MUNICIPAL SOLID WASTE SERVICE Owner 1068007

Prop	erty	#			Property	Name		ST	Cour	nty			0	perator N	lame	
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
42106	868	3 h	MAGNOLIA	MINING	#7			OH ST	ARK			EV Ope	rating CR	W (east)		
12/19	0	108.62	2 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	0	111.24	4 40	36.61	4072.08	22.25		4049.83	0.01157940	RI	47.16	ST	0.25			46.91
Total	of	this c	check	1	0170.01	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	VALORE	M TAXES													



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

RVSR943 REVENUE SUMMARY CRUDE OIL ACCOUNT STATEMENT

ERGON OIL PURCHASING INC

PAGE 1

EFT TRANSACTIONS 959 ERGON OIL PURCHASING, INC.

MUNICIPAL SOLID WASTE

ACCOUNT NO: 73994

14:27:39 7/07/20

INC FDBA SERVICES CHECK NO: 2000043235 578 W MARKET ST

CHECK DATE:	7/10/2020	AKRON		OH 44	303							
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 AMOUN'
FARM NO: 14264	1005	MAGNOTITA	MINING	#10								
	1303689				41.99	.12500000	2 ET	5.25	37.3667	196.13	.26	195.87
TOTAL FOR TANK	K 01365605			-	41.99			5.25		196.13	.26	195.87
TOTAL FOR FARM		MACNOTTA	MINING	<b>#11</b>	41.99			5.25		196.13	.26	195.87
FARM NO: 14265 01365705					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 FARM				1000	58.66			7.33		273.99	.37	273.62
FARM NO: 18791												
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 FARM	118791005				76.18			9.52		355.82	.48	355.34
TOTAL FOR 7399	94				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

NUMBER

230282

Pf (, INC. An Americ ... 1ergy Producer

Check Date: R3069 01/18/2021 Check Number: 230282 Owner Number: | | Sales Sales Gross Net Owner Owner Owner Well |T| Period Volume | Price Value Tax Value % Expenses Net MAGNOLIA MINING 75.93 40.50 3,075.92 7.59 3,068.33 12.5000000 0.00 383.54 O 11/20 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 2.98 -2.98 0.00 0.00 0.00 0.00 12.5000000

PAPERLESS PETROX CALL (330) 653-5526

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

AMOUNT

07/19/2021

\*\*\*\*547.59

MUNICIPAL SOLID WASTE SERVICE INC

578 W MARKET ST AKRON OH 44303

Same in

VOID AFTER 90 DAYS

" 231089" ::101015282::

20126507311

PETROX, INC. An American Energy Producer

NUMBER

231089

Check Date: 07/1	9/2021	Check Nu	mber:	231089	Ow	ner Number: F	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	12.5000000	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) 653-5526

RVSR943 REVENUE SUMMARY CRUDE OIL ACCOUNT STATEMENT EFT TRANSACTIONS

ERGON OIL PURCHASING INC

13:29:07 9/07/21

PAGE 1

959 ERGON OIL PURCHASING, INC.

MUNICIPAL SOLID WASTE ACCOUNT NO: 73994

INC FDBA SERVICES

CHECK NO: 2000055157 578 W MARKET ST

CHECK DATE:	9/10/2021	AKRON	(	OH 443	03							
TANK NO	TICKET	PROD	TEMP	BS&W	TOTAL BARRELS	DECIMAL INTEREST	TYPE OF INT/DED	ACCOUNT BARRELS	PRICE PER BBL	GROSS AMT	DEDUCTION	NET AMOUN
FARM NO: 14264	1005	MAGNOLTA	MINING #1	10								
	1330243				52.49	.12500000	2 ET	6.56	61.7148	404.93	.33	404.60
TOTAL FOR TANK	K 01365605				52.49			6.56		404.93	.33	404.60
TOTAL FOR FARM FARM NO: 14265		MAGNOTITA	MINING #3	11	52.49			6.56		404.93	.33	404.60
	1330244				100.49	.12500000	2 ET	12.56	63.7149	800.34	. 63	799.71
TOTAL FOR TANK	K 01365705				100.49			12.56		800.34	.63	799.71
FOTAL FOR FARM		MACNOLTA	MINING #5	0	100.49			12.56		800.34	. 63	799.71
	1330245		Delice State of the William	.83	73.10	.12500000	2 ET	9.14	63.7149	582.19	.46	581.73
TOTAL FOR TANK	K 01412805				73.10			9.14		582.19	.46	581.73
TOTAL FOR FARM TOTAL FOR 7399	222 (22222)				73.10 226.08			9.14 28.26		582.19 1787.46	.46 1.42	581.73 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

OWS Acquisition Co. LLC 2001 Union Carbide Drive, 3rd Floor South Charleston, WV 25303 (304) 343-5505

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

PROPERTY #	1	PROPERT	Y NAME		1 S	T   CO	UNT	Y			OPERA	TOR NAM	ME					
P		1	1 1		1		1		1		ı	1 1	OWNER	1 1	OWNER	1	1 1	OWNER
SALE   R	BBL/	BTU/	1	GROSS	1	GROSS	1	GROSS	1	NET	DECIMAL	INT	GROSS	TAX	STATE	DED	T I	NET
O YRI D I	MCF	GRAV	PRICE	VALUE	1	TAXES	1	DEDUCTS	1	VALUE	INTEREST	TYP	VALUE	CODE	TAX	CODE	DEDUCTIONS	VALUE
407263	MA	GNOLIA M	INING #7		0	H Star	k				OWS ACQU	ISITION	N CO LLC					
01/21 O 02/21 G	106.	41	46.09	4904.2		10.6					0.0115794		56.79	ST	0.			56.
7/21 G		00		0.0		32.9				7,77,77	0.0115794			ADV	0.			-0.3
08/21 O Cotal of thi	116. s chec		65.22	7580.6 12484.95	6	11.6	2	0.00		7569.04 12396.73	0.0115794	) RI	87.78 144.57	ST	1.0		0.00	87.6 143.5
ear to date		deducti	on codes										144.57		1,0	2	0.00	143.5

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING





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 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

SHOUMED BY

OCUMENT 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

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

WMA DOID AFTER 90 DAYS

# 235198# 1101015282:

2012650731

PETROX, INC. An American Energy Producer

NUMBER

2351

Check Date: 02	2/17/2022	Check Nu	umber:	235198	Ow	ner Number: F	R3069		
Well	Sales  T  Period	Sales     Volume	Price	Gross   Value	Tax	Net   Value	Owner   %	Owner   Expenses	Owner
MAGNOLIA MINING	G O 12/21	67.42	70.44	4,749.07	6.74	4,742.33	12.5000000	0.00	592
MAGNOLIA MINING	G E 01/22	0.00	0.00	0.00	0.00	0.00	12.5000000	1.13	-1
			ADEDI EC	P DETPOY CALL	(220) CE2 EE2				

PETROX, INC. An American Energy Producer

NUMBER

Check Date: 02/	17/2022	Check Nu	mber:	235198	Owi	ner Number: F	R3069		
Well	Sales  T  Period	Sales     Volume	Price	Gross   Value	Tax	Net   Value	Owner   %	Owner   Expenses	Owner Net
MAGNOLIA MINING	0 12/21	67.42	70.44	4,749.07	6.74	4,742.33	12.5000000	0.00	592.7
MAGNOLIA MINING	E 01/22	0.00	0.00	0.00	0.00	0.00	12.5000000	1.13	-1.13
		P	APERI ES	S PETROX CALL	(330) 653-552	6			

OWS Acquisition Co. LLC 2001 Union Carbide Drive, 3rd Floor South Charleston, WV 25303 (304) 343-5505

OWNER NAME											OW	/NE	R NO.	C	HECK DATE	C	HECK NU	MBE	R	AMOU	NT
MUNICIPAL	L SO	LID	WAS	STE SE	RVICE						10	)68	3907	Ma	y 26, 2022		500488	347	4"		\$132.79
PROPERTY #		PRO	PERT	Y NAME		1	ST   CO	UNT	у				OPERA	OR NAM	Œ						
	BBL/		TU/		GROSS VALUE	1	GROSS TAXES	1 1	GROSS DEDUCTS	1	NET VALUE		DECIMAL INTEREST	  INT   TYP	OWNER GROSS VALUE		OWNER STATE TAX		DED CODE	        DEDUCTIONS	OWNER NET VALUE
3407263 03/22 0 Total of this Year to date Ta	114. chec	.89 :k i ded	ucti	INING #7 99.91 on codes	11478.66 11478.66		OH Star 11.4 11.49		0.00	1	11467.1 11467.17	7 (	OWS ACQUI		CO LLC 132.9 132.92 132.92	2 ST	0 0. 0.			0.00	132.7 132.7 132.7

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING

001.02-14/4/10

#### OFFIC RIGHT OF WAY AND EASEMENT AGREEMENT

THIS RIGHT OF WAY AND EASEMENT AGREEMENT (this "Agreement") made this | 2 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." 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:

- 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);
- 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  $Q_{\mathcal{L}}$

Southeast of the Easement area

across, over, under and through Grantor's land located in Sandy City/<u>Township</u>/District, Stark County (the "<u>County</u>"), State of Ohio (the "State") containing 88:51 ocros more or less (the "Property

\* 21 NW, TIT, RT

(V)

00

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 , or Instrument Number , Page

Property tax or permanent parcel identification number: 61-00253

The Easement area shall be distance.

The communications system(s) shall be installed across, over, under and through the Property within 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 , or Instrument Number Official Records Volume , Page . Page (the "Pipeline Easement").

4. The Basement granted herein shall be located, laid and maintained within the boundaries of the Pipeline Eassment 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 the Pipeline Basement Area as defined above, Grantor hereby grants to Grantee a temporary easument 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 Puragraph 7 below end, 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 feace 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. Granter 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 linal and conclusive.
- 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 becounder 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)

a01.02.0194

INDEX DESCRIPTION CROSS REP

2001006853

201643



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.

- 12. 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 Basement 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 decared 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 one or more persons or entities. Granter releases and waives all rights, if any, as against Grantee under and by virtue of dower, curiesy and homestead exception 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, after or amend this Agreement.
- 15. Grantor coverants 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	SIGNATURE OF CORPORATE GRANTOR:
in the Presence of:	
Name: Pan hemmons  Evin I Marce  Name: Evica L. Harce	Municipal Solid Waste Services, Inc., an Ohio Corporation  By: To Waste Services, Inc., an Ohio Corporation  By: Robert G.) Konstand President  ACTEST  By: Secretary

CORPORATE

STATE OF Ohio COUNTY OF Summit

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

Notary Public Consolidation of State Wale (Suit Water)

JANET WEIR CREIGHTON Stark County Auditor

FEE 25-80

JUN - 8 2001

TRANSFERRED
TRANSFER NOT NECESSARY

IN COMPRANCE WITH ORC 319:202

SIGNATURE OF GRANTEE:

COLUMBIA TRANSMISSION COMMUNICATIONS CORPORATION

ÇÖRPÖRATE SEAL)

ATTEST: Care Matter.
Name: Caroline Henrich
Title: Asat Secty.

Name: Robert K. Rockwood Title: General Manger

STATE OF VIRGINIA, COUNTY OF FAIRFAX:

On this, the  $\frac{29}{4}$  day of  $\frac{34}{4}$  day of

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

Noterial Scal

Notary Public

My Commission Expires:

This instrument was prepared by Columbia Transmission Consumunications Corporation.

RETURN RECORDED DOCUMENT TO: Columbia Teasurission Communications Coperation, Loud Group, 12801 Feb Lokes Pedgway, POB 10146, Pairfor, Varpring 20000146. Alastica: Laura ben Michaely.

## EXHIBIT "A"

## ADDENDUM TO RIGHT OF WAY AND EASEMENT AGREEMENT

This Addendum to Right of Way and Eas	sement Agreement dated Mag 1272000
is attached to and made a part of that certain Rig	tht of Way and Easement Agreement dated Mac 12, 20
	d between Municipal Solid Waste Services,
Inc., formerly known as Waste Control Services,	Inc., an Ohio Corporation , herein called
"Grantor," and Columbia Transmission Commun	
Grantee agrees that the Communication System(s) will not be in further agrees not to install any electric transmission lines above Easement Area.	nstalled above the ground surface or outside the Easement Area. Grantee we the ground surface on Grantor's property, either on or outside the
Notwithstanding anything to the contrary of said agrees to install the communication system(s) on	Right Of Way and Easement Agreement, Grantee the Southeast side of the existing pipeline.
	Agreement shall remain in full force and effect.  I shall have the same meaning as set forth in the
IN WITNESS WHEREOF, Grantor has above written intending to be legally bound here!	executed this Addendum the day and year first by.
Signed and Acknowledged in the Presence of:	CORPORATE GRANTOR:
Pan Lannous	Municipal Solid Waste Services, Inc. An Ohio Corporation
Cuca L. Maca. Name: Erica L. Maca.	By: Det Constand President
	ATTEST  By:  Name John Stathopoulos, Secretary

# 2001038688

001.02-14/5/10

оню RIGHT OF WAY AND EASEMENT AGREEMENT

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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 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:

- locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, abandon, remove, change the size of establish, tay, 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 Arca (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);
- perform necessary pre-construction work, and
- 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 REL

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 acree more or loss (the "Property").

\* 20 NE, TIF, RT

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

Beb sur

Property tax or permanent parcel identification number: 61-02434

The Easement area shall be get

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, hereimbefore and/or berainafter existing and granted to Columbia Gas Transmission Corporation, or its predecessor in interest, including, without limitation, the casement dated 7/14, 1958 and recorded in the Office in the County, in the State, in Deed Book 2564, Page 126 or , or Instrument Number , Page Official Records Volume (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 Basement shall be limited to a strip thirty (30) feet wide within the Fipeline Easement (the "Basement that be limited to a strip thirty (30) feet wide within the Fipeline Easement is hereinafter terminated, this Easement shall survive and continue within said thirty (30) font 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 stips, floods, pipeline relocation or the relocation of Columbia KICK 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 feaces, 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.
- 3. 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 Essement 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 Essement 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)

001.02.0196



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casements 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 Grantoe shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other casement.
- 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 one or more persons or entities. Granter 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:

Municipal Solid Waste Services, Inc., an Ohio
Corporation

Municipal Solid Waste Services, Inc., an Ohio
Corporation

By:

Name: For Macc

Name: For Macc

Name: For John Stathopoules, Secretary

CORPORATE

STATE OF Ohio COUNTY OF Successit

The foregoing document was acknowledged before me on this, the  $\sqrt{2^{\frac{1}{2}}}$  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) Otio Corporation, on behalf of said corporation.

Cura Ligen, Mare)
Notary Public My liverage expireson 5-24-2003
County of Signanit,
State Wille Luns Lotion

11/2

JANET WEIR CREIGHTON Stark County Auditor

FEE 20.40

JUN -- 8 2001

TRANSFER HOT-NECESSARY
DEPUTY

IN COMPLIANCE WITH ORC 319:202

STATE COUNTY THE DATE OF THE COUNTY THE DATE OF THE DA

SIGNATURE OF GRANTEE:

COLUMBIA TRANSMISSION COMMUNICATIONS CORPORATION

[CORPORATE SEAL]

Name Caroline Henrich Title: Asst. Secty.

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 hinself 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.

[Notatial Scal]

Notary Public

My Commission Expires: /2/3//03

This instrument was prepared by Columbia Transmission Communications Corporation.

RETURN RECORDED DOCUMENT TO: Columbia Transmission Communications Corporation, Local Coura, 1280) Fair Letos Fadoway, POB 10146, Fairley, Virginia 227900146 Alteritors Lucas Januarian Matthey

### EXHIBIT "A"

## ADDENDUM TO RIGHT OF WAY AND EASEMENT AGREEMENT

This Addendum to Right of Way and Easement Agreement dated 40, 12,2000		
is attached to and made a part of that certain Right of Way and Easement Agreement dated May 12, 2260		
(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 ontside 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:

Yan January S

Name Coin / VAUI MAR

CORPORATE GRANTOR:

Municipal Solid Waste Services, Inc.
An Ohio Corporation

By: Sha A Shout Shand, President

Name: John Stathopoulos, Secretary

428168...\$1.10

MURKINGUM WATERSPED CONSERVANCY

DISTRICT

ETATE OF CHIO, TUSCARAWAS COURTY, IN THE COURT OF COMMON PLEAS (Filed Alts M.Kopp) (Mar 23,1940) (Gleek of Courts) (Tusserawas Co.Ofic

IN THE MATTER OF

Muskingun watershed Conservancy

50. 21669 ESTRY

To

SANDY VALLEY TRACTION COMPANY

District

g. C. 6828-364

This day this cause come on to be heard upon the

application of Muskingum Watershed Conservancy Dis-

trist for an order confirming its title to and admitting it into possession of the following described property under authority of Section 6628-364 of the General Gode, to wit:

A PLOOD EASEMENT upon that portion of the following described real estate lying below 962 feet above see level; Part NB1, Sec. 20, N7W, T17N,O.R.S., containing 2.25 mores, more or less, in Sandy Township, Stark County,Ohio, and being the same land described in Dec Book 461, Pags 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. 8t-240-B,in the pame of Sandy Valley Traction Company, as owner, and having an Amount Pixed for Essement as confirmed by the court of Ten dollars (\$10).

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

Said ensement being the right to beek water over said track by the erection and operation of the Boliver pam and Reservoir as provided in the Official Plan of said District, up to elevation 962 feet above see level, which is the epillway 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 dealing 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 dealling purposes and having a first floor elevation ten feet or more below said spillway elevation, and with the express understending that no new buildings shall be built below said spillway elevation except by parmission 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 Clork of Courts of this County certified to the Secretary of Muskingus Watershad Conservancy District a copy of the decree of the Conservancy Court herein of November 21, 1936, confirming the Appreciael Resord of said District, and also a copy of the appreciaels as confirmed by said Court as to which no appeals are pending under Section 34 of the Conservancy Ank; that no appeal is pending with respect to the appreciael 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 appreciael 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 Matershed 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 Clark shall have so much of this order recorded in th office of the Recorder of the County where the real estate is Located as will show the transfer of tisle.

Approved z

Pisher, Limbach, Smith & Renner Chief Councel for Muskingum Esteranon

Conservancy District

Robert B. Puthem E-E-Lindsey Frank Y. Cope

Julger- Muskingum masersand Conservancy Matrict Court Committee

Vol. 1241 Pg 521

1006- Nor 186 Lance ... 71 Die.

THE STATE OF ONIO TUECARAWAS COURTY, SS

COURT OF COMMON PLEAS

I, ALTA M. EOPF, plock of the Court of Common Place within and for said County and State, in whose gustody the Files, Journals and Records of said Court are required by the laws of the State of thic 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 saidClerkts

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

Alta M. Kopp....Globic

(sonl)

Exisia Mana...Daputy Clerk

Received for Record. Apr 4, 1940

at 2:05 P.H.

AES HF

FRANK J.SEISLER....RECONDER

428169....\$1.10 MUSEL NOUN WATERSHED CONSERVANCE

DISTRICT

H. O. & J. IA RYDER

STATE OF ORIO, TUSCARAWAS COUNTY, (Filed Alta M.Kopp) IN THE COURT OF COMMON PLEAS

IN THE MATTER OF

No. 21669

MURKINGUM WATERSHED CONSERVANCY

RNTRY DISTRICT

a. 0. 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 6828-36m of the

A MICOD RASEWERT Upon that portion of the following described real estate lying below 962 feet above sea level; Lots 364-368 Incl., Waynesturg Grove #2 Allotment, in Sandy Township, Stark County, Onic, and being the same lote 364-368 Incl., described in Beed Book 998, page 431, record of Stark County, Ohio, and outered in the Conservancy Appraimal Record of said Bistriot in Book Bo. 15, Page 70, Indax Bo. 2044, File No. St-729-B, in the name of H. C. b J. L. Ryder, as owners, and having an Amount Cixed for assement as confirmed by the Court of Eleven dollars ([11].

Said essement being the right to back water over said tract by the erection and operation of the Bolivar Bun and Reservoir as provided in the official Flan of said Matrick up to elevation 962 feet above sea level, which is the spillway slevation 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 quelling surposes and having a first floor elevation five feet or more below said spillway elevation, and the right to require the removel of all existing buildings located on said real estate used for other than dwelling purposes and having a first finer elevation ten feather more helps swid spilling plotation, and with the express understanding that no new buildings shall be built below said spillway

the lawful claims of all persons whomsoever.

. IN WITHESS WHEREOF, said Edskingum Watershed Conservancy District, by Mewton Hansfield, its President, and Bryos 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 him hundred and for ty-one.

Signed and acknowledged in presence of: ).

Robert H. Furber Anabel, Stevenson

Miskingum Watershed Conservancy District; Ey Newton Manerield, its Fresident Newton Manerield

1

By Bryce C. Browning, its Secretary Bryce C. Browning

State of Ohio, County of Tuscaranas, Bail parore me, a notary public in and for eald county and state; personally appeared the above named Muskingum Waterahed Conservancy District, by Mewton Manafield, its President and Bryos D. Srowning, its Secretary, who anknowledged that they did eign 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 doed of said Corporation, and the free aut and deed of each of them personally and as such officers.

IN TESTINONY WHEREOF, I have herounto set my hand and official seal this 21st day of Apr A. D. 1941.

> - Robert H. Farber, Notary Publica-. Robert h. Farber · (Seal)

. My commission expires Jamery 22, 1944.

Recorded .... Aug. 16, 1941.

HUSKINGUM WATERSHED CONSERVANCY .....

United States of America

ASSECTMENT OF PLONAGE EASEMENT

FRENCH ALL MEN BY THESE PRESENTS, That Muskingim Water shed Conservancy Disbrict, a body corporate and political ticel subdivision of the State of thio, having its . office at New Fhiladelphia, Ohio, in consideration of Ten Dollars (\$10.00) to be paid by the United Sta

of America, the receipt whereof is hereby schnowledged, does hereby assign to the United States of America, this successors and assigns forever, that certain perpetual easement and right to floud, as may be necessary from time to time, in the operation of the Holivar Dam, as set forth in this 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 landsituated 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 see level: . Part Mil. Sec. 20; RTW, TITM, O. R. S., containing 2.25 acres, more or less, in Sandy Township, Stark County, Chio, and being the same land described in Deed Book 461, Page. 160, record of Stark County, thio, and entered in the Conservancy appraisal Record of said. District in Book No. 15, rage 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 Exament as confirmed by the Court of den Dollars (\$10).

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

said Essement being the right to back which over said trant by the erection and operation of the Bullvar Damiand Reservoir as provided in the Original Plan of said District, up to elevation 962 feet above sea level, which is the spilling elevation of said dam and reservoir, together with the rightfor the District to require the removal or, all existing buildings located on said-real estate or dwelling purposes and having a first floor elevation five feet or more below said abilimay elevation, and the right to require the removal of all existing buildings located on said real ests used for other than twelling purposes and having a first fibor elevation ten feet on more below said spilitary elevation, and with the express understanding that he 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 spilings slevesting for the purpose of removing or destroying of the property that 1186 below said apriling elevation consume purpose of removering the said state of the said streets.

TO HAVE AND TO HOLD said flood easement white that third Brates of America; ite successors . . ind designs forever.

And the District covenants that it is in the quiet and percent possession or said flood easement and that it will defend the title to the same to the United States and its assigns, against the lawful dlaime of all persons whomso ver

IN WITHESS WHEREOF, said Maskingum Watershed Conservancy District, by Newton Manufield. its President, and Bryos O. Browning, its Secretary, such buly authorized so to do, has hereunto set the hand and corporate seal this 21st day of April, in the year of our Lord one thicksend nine builded and forty-one.

Signed and soknowledged in presence of:

Robert Harparber

Anaber Stevenson

By Bryce C. Browning, its Secretary Exyce C. Browning

State of Date, County of Tusoarawas, as | Before me, a notary public in and for said county and sbatis personally appeared the above maned Muskingum Watershed Conservancy District, by Newton, Manufield, 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 ast and dasc of each of them personally and as such officers.

IN MESTIMONY WHENESOF, I have hereunbo set my hand and official seel this 21st-day of

Aprili (A) D: 1941

Robert H. Farber, Notary Public Robert H. Farber (Seal) Robert R. Ferber! (Ses1) My commission expires Jenuary 22; 1944. ..

A6VI - 10:00 AN

Recorded. .. . . . Aug. 16, 1941. BR WAR

Frank J. Shieler

426929 - \$1.10 Muskingum Watershed Conservancy District

Newton Bown and Bertha Bowsan In the Matter of Muskingum Watershed Comess-Vanux district No. 21659/0.C. 8826-36a

This day this cause came on to be heard upon the application of Eusking on Water-shed 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 FASEMENT upon that portion of the following described real estate lying below 962 feet above sea level: \$\frac{1}{2}\$ N.K.\frac{1}{2}\$, 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 535, Page 592, record of Stark County, Ohio, and enkered in the Conservancy Appraisal Record of said District in Book No. 15, Page 87, Index No. 1654, File No. 5t-259-B, in the name of Newton and Enrich Bowman, as owners and having an Amount Fixed for Essement as confirmed by the Court of Ten Dollars (\$10).

Of the above described tract, 10-D so res, zore or less, lie below the spillway showation of the Bolivar Dam, as shown on Sheet 5, Exhibit B.

Said essement being the right to back water over said tract by the eraction 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 epillway 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 drifts.

The Court find that on the 19th day of October, 1837, the Clerk of Dourts of this County certified to the Secrectary of Muskingum Watershed Conservancy District a copy of the decrew of the Conservancy Court herein of Economic 21, 1936, confirming the Appraisal Record of said District, and also a copy of the appraisals as confirmed by said Court as so which no appeals are pending under Section 34 of the Connervancy Act; that no appeal is pending with respect to the appraisal above set forth; that on the 28th day of February, 1960, the Board of Directors of said District paid into court the sum of for 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, adjuiged and decreed that the title of Muskingum Matershad 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 to the office of the Recorder of the County where the real estate is located as will show the branefer of title.

Vol. 1241 Pg 4/6



Approved: Fisher, Limbech, Smith & Renner Chief Counsel for Muskingum Watershed Conservancy District Robert B. Putnem E. E. Lindeay Frank F. Cope

Judges - Muskingum Watershed Conservancy District Court Countities

#### CERTIFICATE OF COPY

THE STATE OF ONIO)

\* COURT OF COMMON PLEAS

I, AIFA M. KOFF, 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 bereauto set my hand and affixed the seal of said Court, at New Philadelphia, Ohio, this 29 day of February A.D. 1940.

Filed Alba M. Hopp

Alta M. Kopp, Clerk

Pab. 29, 1940

Eulalia Maus, Leputy Clerk

Blank of Courts

(SEAL)

The severe of the Ob

Received for Record Mar. 11, 1960

At 10:00 A.M.

Recorded Mar. 16, 1940

MN:mC

Frank J. Shasler -- Recorder

STATE OF DEIG, TUSCARAWAS COUNTY, IN THE COURT OF COMMON PLEAS

426930 - \$1.10

Munkingum Watershod

Conservancy District

To

F. A. Briggle

In the Matter of MUSKINGUM WATERSHED COMBERVANCY DISTRICT NO. 21689 RMTRY C.C. 5828-36a

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-

eribed property under authority of Section 6828-38s of the General Code, to wit;

A FLOOD EASEMENT upon that portion of the following described real estate lying below 062 feet above see level; E part Lot 201, Mayneaburg Grove Allotment \$2, in Sandy Township, Stark County, Onio, and being the same part Lot 201 described in Dead Book 1086, Page 461, record of Stark County, Onio, and entered in the Concertancy appraisal Assort of seid District in Book No. 15, Page 57, Index No. 1683, File No. St-755-B, in the name of F. A. Briggle, as owner, and having as Amount Fixed for Easement as confirmed by the Court of Thirty-nine Dollars (\$39).

Suid easement being the right to back water over said tract by the srection and operation of the Solivar Dam and reservoir as provided in the Official Plan of said District, up to elevation 882 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 a state used for dwelling purposes and having a

45.3965 -7-13-4 Des Uning. Vol. 518 00x 45

he lawful claims of all persons whomspever.

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

Signed and moknowledged in presence of:

Hobert. H. Parber

Anabel Stevenson

thiskingum Watershed Conservancy District

(Corporate Seal)
By Newton Hansfield, its Fresident Newton Manafield

By Bryce C. Browning, its Secretary Bryce C. Browning

State of Onio, County of Tuscaraus, ss. Before ma, a notary public in and for said county and: state, personally appeared the above named haskingum Watershed Conservancy District, by lieston .. Manafield its President and Bryos C. Bryming, 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 therires act and deed of each of them personally and as such officers.

in TESTIMONY MEREOF, I have hereunto set my hand and official seal this loth day of :! April A. D. 1941.

Robert H. Erber, Motary Public

. Robert H. Farber (Seel)

My commission expired January 22, 1944;

Att. Mar. 10:00 AM

Rydorded.....Aug. 16, 1941.

411 *DH* 

Frank J. Shisler .......... Roogram

453967 \$1,00

: 4 i €

MUSETHOUR WATERSHED CONSERVANCY

To ·

UNITED STATES OF AMERICA

ASSIGNMENT OF FLOWAGE EASEMENT

St-239-8 KNOW ALL MEN BY THESE PRESENTS, That Muskingum Watershed Conservancy District, a body corporate and political subdivision of the State of Odio, having its office at Hen-Philadelphia, Onio, in consideration of Ten and no/100

Dollars (\$10.00) to be gaid by the United States of Americ

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 hecessary 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 Newton and Bertha Bowman on February 29, 1940; yecorded 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 RABEMENT upon that portion of the following described real estate lying below 962 feet above sea level: By, NW1, Sec. 20, R7W, T17M, O.R.S., containing \$80.0 acres, more or les in Sandy Township, Stark County, Ohio, and being the same land described in Deed Book 553, Page 592, record of Stark County, Ohio, and entered in the Conservancy Appraisal Record of said Distric 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 Essement as confirmed by the Court of Ten Dollars [510].

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.

> 154 . £3 1 11 - 4



Said ensement being the right to back water over said trave by the erection and operation of the Bolivar Dam, and reservoir as provided in the Official Plan of said District, up to elevation 962, fest above see level, which is the spillway slevation of said dam and beservoir, 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 of more below said apillway 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 to reaction or more below said spillway elevation, and with the express understanding that no her buildings shall be build below said spillway elevation except by permission of the District, and also the right to enter that part of the property that lies below each spillway elevation for the purpose of removing or destroying crift.

Subject to all legal highways and streets.

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

And the District occenants, that it is in the quiet and paperul possession of said flood sasemant and that it will defend the title to the same to the united States and its assigna, agains the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said Muskingim Watershood Conservancy District, by Newton Manafield, I from the bryos C. Browning, its Secretary, each duly authorized so to do, has Bereunto set its hand and corporate seal this lith day of April; in the year of our Lord one thousand nine hundred and forby-one.

Signed and abknowledged in presence of:

Anabel Stevenson.

intakingum Watershed Conservancy District (Corporate Stall)

By Newton Mansfield, 1158 President

Newton Mansfield

By Bryce C. Browning, its Sepretary Bryce C. Browning

State of Okio, County of Tuscerawas, ss. Before me, a notary public in and for said county and state, personally appeared the above named Ruskingum Waterahed Conservancy District, by Newbon Manefield, its President, and Bryce C. Browning, its Secretary, who acknowledged that they did sigh the foregoing instrument on behalf of said Corporation and by authority of the Board of Directors of said Corporation, and the free act and deed of said Corporation, and the free act and deed of said Corporation, and the free act and deed of said corporation, and the free act and deed of said corporation, and the free act and deed of said corporation, and the free act and deed of said corporation.

IN TESTIMONY WHEREOFY I have harounto set my hand and official seal this lith day of April.

Robert Hi Farber, Hotary Public Robert Hi Farber (Seel)

My commission expires January 22, 1944.

At .... 10:00 AM

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

SE SH.

Frank J. Shisler ..... Recorder.

	388065 Name and Address		
	Mr. E. Monton Rovinsu		e this 13th day of April 19 37
-	H. D. Magnolie, O.	be and between E. Newt	on Bowman and Mrs. dertha Bowman
	Eos No R		
	Map Na. 819	•	
	Drg. No. A. 1558		
	Reg. No. GO-29002	part 1950f the first part, and	THE ORIO POWER COMPANY, a corporation organ-
- 1			·
提到特殊的特別 以下:	Drg. No. ALASSE  Reg. No. GO-2900  R. FIF4  Thistremeth: That for the receipt of which is reveted of the first part heroby gram successors and savigns forey ond part, it were successors and savigns for the purpose of try through or acree and also a lands situated in. Sun of OHIO, and part of Section No. 7-2  On the Morth by lands of On the Morth by lands of On the South lands of South lands of the lands of the lands of the lands of the South lan	his wife, (or monarized) of the part 1.2.2 of the first part, and ized and existing under the last older of the first part, and ized and existing under the last part, and the contomplated pile of the part of th	County of SERVE in the State of Ohio.  THE OHIO POWER COMPANY, a corporation organisms of the State of Ohio, party of the second part, artifals of the first part by the party of the second part, artifals of the first part by the party of the second part, and of furnishing service in the vicinity, said part. ARS and warrant
FOR THE SECTION OF TH	in and for said County, person who scienowledged that deed, in Witness Whiereof A. D. 103	did sign the within instruction of the second secon	i seal on this
	in and for said County, person who seknowledged that deed, in Witness Whiereo A. D. 103	did sign the within instru.  I have hereunts set my hand and official the stand of	is eat on this
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Vol. 1195 Pg 56

# \$209544 #82-09462-5/21/82 Secretal for 323 Mod Man Congliance

	of January A. D. 19.84
WITNESSETH, The E. H. BOMBOD on d. Bertha E. Bown	10n, his-#1fs,
eppsideration of Qns	Lettor, Dallar.
who hatemat Con Company Of	West Virginia
tensetration of Settlement of	the soid Lesses, all his oil and gas in and under the following describe soid all and seath the agist to the water therefore, and all other hands are the seath of the seather power and water, or either or an has to claim or hold any property or improvements placed or section points and improvements may be removed by the Lesses at any these
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rat by lands of No VI o'man	
at by lands of No. Klopman all by lands of Public Road	
but by lends of Aohn Shearer	
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becomes pickling and saving to the Lasson to one-eight (%) part or share of all to the Lasson's credit, and at the rate of	the all bloduces and saves those the histories detrained this bibs and
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Lesses to pay any debugges to growing crops by reason of said operations.  LEBBES G GYESS to bury gll permanent pipe line.	s helow plow depth, through tilleble lan
PROVIDED, however, that this lease and agreement shall become nell and vo	ald and all rights horounder shall coase and determine unless a we
nall be commenced on sold premises within 81x mont ha (6)	from the date hereof or unless the Lessee shall pay at the
	dollars to advance for exe
iditional three Bonths [3]	edit and
PROVIDED, further, that in cose the first well drilled on and premises shall be and all rights becoming that costs and determine unless a second well shall be	e non-productive, then the least and agreement and persons put an commenced on mid promises within three months after complation o
id non-productive well or unless the Leaves shall may at the trip of	no /100 (3,00)dallar
reach additional three months (3) the com-	amencament of said second well is delayed.
Sold payments may be sundy direct to Lessor, or by Bank Check to the order of	·
miled to his P. O. address	
Tan days' grate shall be ellowed on all payments for delay in operation beround	
It is agreed that all terms and conditions hereof shall extend to and upply to the	
specifically.	
WITNESS the hands and scale of the parties.  Scaled and delivered in the Freezen of	F. K. ROWMATI
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Scaled and delivered in the Presence of Juhn H. L'ontrowery	Perths P. Fowner (SEAL)
Scaled and delivered in the Presence of Juhn H. L'ontrowery	Perths P. Rownen (SEAL)
Scaled and delivered in the Presence of John H. Fontromery	Perths P. Rownen (SEAL)  [SEAL]
Scaled and delivered in the Presence of Juhn H. Fontromery Juna ph A. Rendy	Perths P. Roywan (SEAL)  [SEAL]  [SEAL]
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AFFIDAVIT OF NON-COMPLIANCE VITE TERMS OF OIL AND GAS LEASES

WITH TERMS OF OIL AND HAS LEASE

STATE OF OUTO

COUNTY OF STARK

RECEIVED FOR RECORD

MAY 2 A 1982

at 12:53 o'clock. A.M

RECONDED MAY 2 5

In Stark County Records

Vol. 21 Page 323

BECOME A CHART 4:55

ALCOHOL FOR MAY 2 5

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

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

That any and all unconcelled Oil and Gus benses covering said precises, 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 payments 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 coased 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 Lesse from E. Newton Bowman and Bertha P. Bowman to The Ohio Fuel Gas Co. dated October 9, 1942, and recorded in <u>Yolume</u> 73. Page 321.

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

Affiant states that the current Oil and Gos Lease recorded in Volume 213, Page 393, to LEM Associatos, 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 south naught.

Mich. & Rosins

Meter Policy on a ring

Represent tiping and 6 [68]

Derothy City 79 00

Sworn to before me and subscribed in my presence this /32 day of 72 car 1982

Metary Public Log Mas

Property by LEM Associates, Inc., P.O. Box 89, Rome, OH 45773

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derquit of payment by Lessor and be unbrogated in full to all the rights of the holder thereo. the same as if Lesses were the original owner of said mortgage or lien. Lesses 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 according hereunder.

IN WITHESS WHEREOF, the parbles hors to have hereun to set their hands. Signed and acknowledged in the Presence of:

M. C. Day

William P. Sickefoose

Sarah Sickefoose

W. W. Farber

THE STATE OF OHIO

COUNTY OF STARK, ) SS.

Parsonally appeared before me, a Motary Public in and for said County, William P. Sickafoose and Sprah 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 hereuntd set my hand and affixed my official seal this

9 day of October, A. D. 1942.

Wilbur W. Ferbor Wilbur W. Ferber, Notery Public(Seal) Carroll, Stark, & -- Counties, Ohio

My commission expires Mar. 27, 1945

Reserved for Record....Nov. 12, 1942

at ... . 9:43 A. IL.

Recorded.....Dec. 31, 1942

Recorder.... Frank J. Shisler

65/EH

Vol. 73 . Pg 321

# 52-61462-5724/82 deep 100 26 page 323 gylait of nor longline \$ 250 325-10-15-52 Lei assign Vot. 9- Py. 212 # 186234 -4-12-50 Volume 1888 Page 32 Indenture

#16249 -- \$1.80 W

OIL AND GAS LEASE

E. Newton Bownan

Berths P. Bowman

THE OHIO FUEL GAS COMPANY

THIS LEASE, Made and entered into this 9th day of October, A. D. 1942, by and between E. Newton Bowman and Bertha P. Bowman (husband and wife) bereinafter called the Lessor and THE OHIO FUEL CA COMPANY, an Ohio corporation, called the Lessee. >

WITHESSETH: That Lessor, in consideration of the sum of one dollar, the receipt of which is bereby acknowledged and of the covenants and agreements hereinafter contained, does hereby grant unto the League 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 elso the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to posseos, use and cocupy so much of said premises as is necessary and convenient in removing the above hamed products therefrom by pipe lines or otherwise, for a term of twenty 10 years from Jan. 5th, 1943 and so much longer thoreafter 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:



# 45324 6/6/44 Sen ain tol. 60g 169

On the North by the lands of Riley Bowman and Eliz. & Tm. 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. Dleat

containing Eighty (80) acros, more or less, being all the lend 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 cit 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:

Lesses to deliver to the Lessor in tanks or pips 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 Pollars (\$200.00/100) payable
quarterly.

Should magingheed gas be marketed from any oil wellhowever, 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 Jah.

5th 1943 or pay to Lessor Twenty Dollars (\$20.00) each three months thereafter until such

well is drilled or this lesse 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 lesse is shandowed,

then Lessee, if it elects to hold this lesse, 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 lesse surrendered.

Lessee to bury, when so requested by Lessor, all pips 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 for use well/for light and heat in one dwelling house on said land, at Lessor's own risk, subject to the use and the right of abandonmant of the well by Lesses. The first two hundred thousand cubic feet 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 violaity 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 lesse. Measurement and regulation shall be by mater 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 ressonable rules and regulations of the Lesser relating to the use of free gas.

Acreage rantals, or royalties on any well, or wells paid and to be paid, as herein provided, are and will be accepted by lessor as edequate and full consideration to render it optional with Lessoe 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 fos-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 lesso 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. N. F. D. #2.

Leason agrees that Leases 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 end further, upon the payment to the Leason of one dollar and all amounts due hereunder, Lease shall have the right to surrender this lease or any portion thereof, by quit-claiming to Leason the whole or any part of the leasehold it elects to surrender, or by returning to Leason 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 indersement 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 hereboothe 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 Lease with after the Lease has been furnished with a written transfer or assignment or a certified copy thereof.

All devenants and conditions between the parties here to shall extend to their heirs, executors, successors and assigns and the Lesser hereby warrants and agrees to defend the fittle to the lands herein described. Lesses chall have the right at any time to redeem for Lesser, or otherwise acquire by payment, any mortgages or any other liens upon the above described lands which in any manner affect the lesses's interest therein in the event of default of payment by Lesser and be subrogated in full to all the rights of the holder thereof, the same as if Lesses were the original owner of said mortgage or lien. Lesses shall also have the right to reimbures itself by applying to the discharge of said mortgage or other lien, or payments made by it, the rentals and royalties accruing berauder.

IN WITHESS WHEREOF, the parties hereto have hereunto set their hands.
Signed and acknowledged in the presence of:

н. О. Ову

E. Hewlon Bowman

W. W. Ferber

Bertha P. Bownen

THE STATE OF OHIO

COUNTY OF STARK, ) SS: Personally appeared before me, a Notery Public in and for said County, E. Newton Bowman and Bartha P. Bowman, who acknowledged the signing of the foregoing Instrument to be their voluntary not and doed for the uses and purposes therein montioned.

IN TESTICONY WHEREOF, I have bereunto sat my hand and affixed my official seal this 9 day of October, A. D. 1942.

Wilbur W. Farber

Wiltur W. Farber, Notary Public Carroll, Stark, & -- Counties, Ohio My commission expires Mar. 27, 1945

Received forHecord...Nov. 12, 1942
st..., 9;43 A. M.
Hecorded....Dec. 31, 1942
Recorded....Prenk J. Shielan

containing 44 acres more or less.

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

In Witness Whereof, we hereuntoset our hands to this assignment this 2nd day of Juns,

1944.

In The Presence of Charles Beliamy Charles W. Sickafoose

sverett 5. Cable W ilma I: Cable

Before me, a Notary Public in and for Stark County, the above named Everett 5. 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 Teatimony Whereof, I have hereunto set my hand and official seal, at Canton, Ohio, this 2nd day of June, 1944

Charles W. Sickafoose Notary Fublic

Received for record...June 3, 1944 at...10:02 AM\_ Recorded....July 26, 1944

Recorder .. Frank J. Shisler

#45334....\$2.40

NATURAL GAS COMPANY OF WEST VIROINIA

AND:

UNION GASOLINE & OIL CORPORATION.

Assignment No. 360-0-300.

THIS INDENTURE

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

A CORPORATION duly organized and existing sunder

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 Grantes), of the second part.

WITHESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) paid by
the Grantes to the Grantor at the time of the execution of this Indenture, receipt of which
is hereby soknowledged, 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, well, convey, transfer, assign and set over unto the Grantes,
its successors and assigns, all the right, title and Interest of the drantor 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 neture.

**3**/2007



except conveyances in fee), insofat as such leases, licenses and egreements authorize or entitle the Grantor to mine, take, produce, remove, market and utilize oil from or under my hands described in said lesses, as listed in the following schedule, situate in Stark County, State of Chio, which enumerates the names of the Lessors or Grantors, the number of acres of land leased or granted, the township in which said landgits located, and the book and page in which recorded, 1. 1. 1. 1.

Assignment-No..360-U-300. ...

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#### NATURAL GAS COMPANY OF WEST VIRGINIA STARK COUNTY,

. "		¦ .`				• .	•	
I.	98 89			:  -		•	Reco	rded
Ņ	D.	Date '	Lessor grant	Acres	Township	Term Expires.	Book	Page
	; ·	-	1111	i				
	277	9-29-42	Lois M. Snyder	7 <u>/</u> 4	Pike -	10 yrs. 1-19-		22
	304	8~13-43	A. F. Deibel	84	Pike .	10 yrs. 2-13-		307
	305	8-13-43	A. F. Deibel	100	Pdke . ·	5 yrs. B-13-		313
	306	9-28-26	George Neumen	92	Pike	20 yrs. 9-28-		105 -
	307	9-28-26	W. L. Randshuh	100	Pike	20 yrs. 9-28-	46 . 34	
	308	-9-28-26	E. R. Lautzenheiser	100	Pike /	20 yrs. 9-28-		94
	309	11-5-29	Charles Kienzle	127	Pike :	20 yrs. 11-5-		356
7	310	11-5-29	John C. Lab ∦	125 <b>15</b> 0	Pike	20 yrs. 11-5-		354
	311	7-15-32	Harry Peden	150	Pike :	20 yrs. 7-15-		304
	312	11-5-42	R. G. Slutz	7,8	Pike :	35 уга. 12-28	-47 73	421
	313	10-21-42	Cecil F. Janson	12	Pike .	10 yrs. 1-11:		409
	314	11-4-42	Lydia A. Smith	ַ סַקַי	Pike	10 yrs. 1-0-5		411
	315	11-4-42	Mary E. Farber	88	Pike	10 yrs. 12-17		
	316	11-4-42	Lizzie Retzler	~ 68	Piks	10 yrs. 12-21		-416
7	317	11-5-42	W. L. Knotts	60	Pi ke	10 yrs. 12-17		,419
7	318	11-5-42	W. E. Baughman	49	Pike -	10 yrs. 1-11-		424
	319	11-24-42	Marie Iulich	50	Pike.	5 yrs. 12-7-	47 73	450
	350	1-11-43	J. F. Snyder	. 82	·Pike	5 yrs. 3-15-	48 73	477
	351	1-11-43	Eugene B. Close	107	Pike	3 yrs. 3-28-	46 73	480
	322	1-11-43	Mary A. Geckler	130	Pike ·	5 yrs. 4-10-		482
	323	1-11-43	Nellie H. Black -	20	Pika	10 yrs. 4-10-		485
	324	10-8-42	Riley E. Bowman	100	Sandy	10 yrs12-24		~3 <b>1</b> 4
7	325	10-8-42	Lee Mowles	240	Sandy	10 yrs. 12-30		316
	326.	10-9-42	William P. Sickafoose."	110	Sandy	10 yrs. 12-30		
	327	ı 10 <b>-</b> 9-42	E. Newton Bowman	. BO:	Sandy '	10 yrs. 1-5-5	3. 73.	
	328	11-4-42	E. V. Rose [ ]:	75	Sandy .	10 yrs. 12-24		426
7	329	11-5-42	Ellen S. Knotte, Agt.	83	, Sandy,	. 10 yrs. 12-20	-52- 73	467
	•			i	• • •	· .		
	l '	1	i OPERATED	.1.				

150 Samuel Myers But excepting and reserving to the Grantor all rights pertaining to natural gas or minerals other than cil 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 Tam 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 estateria 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.

Betblebem

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 esident 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 QAS COMPANY OF WEST VIROINIA

By E. J. Egan, Vice-President

David E. Mitchell, Secretary

Signed, sealed and delivered in the presence

Harry H. Fowler

STATE OF PENNSYLVANIA

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 Pannsylvania, this 5th day of May, 1944.

Harry H. Fowler, Notary Public Allegheny County, Pennsylvania Harry H. Fowler, Hotary Public

My Commission Expires March 7th; 1945 (seal)-

Received for record...June 6, 1944 at...12:36 PM Recorded...July 26, 1944 GC/O.S.

Recorder. Frank J. Shisler

#46001...\$1.25 JAMES 3. STEINER

TO

THE EAST ONIO GAS COMPANY

assichment

KNOW AIL MEN BY THESE PRESENTS That James C. Steiner, of Canton, Ohio, for valueble consideration the receip of which is hereby schnowledged, has sold, assigned, treasprayed and set over, and by these presents does frenches and set over unto The East Ohio Gas Company,

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 of eated thereby and the five following specified natural gas wells located on the lands subject to said leases:

Tease from Burton Miller and Clara Miller to C. W. White, dated April 11, 1939, recorded in Volume 68, Fage 134 of the Stark County, Onio, Records of Leases, and covering 3 acres of land, more or less, situated in Section No 4 of Flain Township, Stark County, Onio; 51419 and the gas well located on the lands covered by said lease known as the B.C. Miller No. 1 Well, East Onio, Station No 2220.

Lease from N. E. Stambaugh and Linnie M. Stambaugh to T. C. Hall, dated December, 1, 136, 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 leas, situated in Section No. 4 of Plain Township, Stark County, Ohio; and the gas a well located on the lands covered by said lease known as the NE and I M Stambaugh No 2 Well East Ohio Station No 2177

Lease from W.J. Bair, et al to East Onio, dated March 7, 1939, recorded in Volume 67, Page 296 of the Stark County, Ohio, Records of Leases, end 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

138**8 \* 32** 

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 considertion 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:

#### NATURAL GAS COMPANY OF WEST VINGINIA

#### UNOPERATED LEASES

опто

#### STARK COUNTY

#### Bethlehem Township

T - + C :		•		i
Lease No.	Date	Lessor	Acres	Recorded
5211	Apr. 16, 1935	Samuel Myers, et un	120	57-488-7
		Canton Township	,	,
: Imma	- 2 OF 10k7	Rosa Yemny	2k .	90-359-3
8334 :7228	July 25, 1947 Nov. 11, 1942	W. H. Kitzmiller	116	75- 31
		Lexington Township		•
1	•		70	83- 81 # -
B135	Apr. 19, 1946	y. J. Heitaman, et ux William H. Duvall	70 98	83~ 83 Y F
8136 8452	Peb. 21, 1946 Jan. 12, 1949	William Knecht, et ux	€2	94-323 5° L/
		Marlboro Township		
				0
.913#	Apr. 22, 1946	Prank Palosi, et ux	95	83- 79-4 -
		Osnaburg Township		
7290	July 2, 1943	Veru E. Slicker, et con	56	75-241
6368	Feb. 12, 1948	Camillo Dibattista	21	, 91-377 L
8445	Dec. 10, 1948	J. W. Stinchcomb, et ux	54	94-2825 0
		Paris Township	•	_
7284	Apr. 30, 1943	Braguten Vujacinovic, et ux	40	75-224
7285	Apr. 30, 1943	Steve Bitto, et ux	43	75-230
7286	Apr. 30, 1943	Oscar B. Wherton, et al	153	75-232
7287 7288	July 2, 1943 June 30, 1943	Joseph Hutto, et ux Willis Roudebush, et ux	80 136	75-234 - V
12.00	وجرد زدر عسان			
-		Pike Township		
167	Nov. 14, 1923	John Balder, et ux	60	31-154 7
168	Mar. 18, 1924	Homer V. Briggle, et ux	156	39-450 P
170	Apr. 21, 1924	R. L. Brothers, et ux	65 80	30- 30 9
171 426	Apr. 21, 1924 Mar. 10, 1924	Angeline Bros Henry S. Vetters, et un	54	22 22 -
504	Sept. 28, 1923	C. V. Hickman, et ux	194	31- 93-7 2 1 29- 30- 12 22/2000) 30- 38-72 17
695	Feb. 19, 1924	F. O. Klefaber, et ux	170	30- 38-パンパ
802	May 26, 1925	Charles D. Motter, et uz	42	39-378-8
968	Mar. 13, 1923	Clara E. Neuman	140	27-463-11
1144	Dec. 4, 1923	L E. Russell, et ux	50	31-122 7 -
1145	Dac. 6, 1923	A. W. Russell, et ux	50	31-123 7
1279	Mar. 14, 1923	L. Strobel, et ux	80	27-464-11
1430	Dec. 26, 1923	E. H. Welch, et ux	72	31- 46 7 4
5238 5861	Hay 10, 1935	George Heuman, at ux	41	57-534-7
5664 6045 .	Mar. 19, 1937	Emma Evans, et al Emerson A. Gecklar, et ux	104	64-321 - /2
7096	Mov. 23, 1937 Feb. 5, 1942	I. S. Syenney, et ux	100 106	72-421- 14
7129	May 1, 1942	Leon P. Bruber, et ux	80	73- 1-15-6
7164	Sept. 16, 1942	John Wetter, at ux	45	73-160-15
7277	Sept. 29, 1942	Lois M. Smyder, et con	75 75	74- 22-/5
7291	July 8, 1943	Emmet G. Steinmetz, et ux	32	75-287~
			-	*

## HATURAL GAS COMPANY OF WEST VIRGINIA

#### UNOPERATED LEASES

#### OHIO .

#### STARK COURTY

#### Pike Township (Cont'd)

				· 1
Lease No.	Date	<u>Lesuor</u>	Acres	Recorded
		A. F. Diebel, et ux	84	75-307 34-105-17V
7304	Aug. 13, 1943 Sept. 28, 1926	George Neuman, et uz	92 .	34-105
7306 7308	Sept. 28, 1926 Sept. 28, 1926	E. R. Lautzenheiser, et ur	100	1/2356 ( 4 ~
7308 7300	Sept. 28, 1920 Nov. 5, 1929	Charles Rienzle, et ux	127	MA-3104 7 / 7
7309 : 7311	Nov. 5, 1929 July 15, 1932	Harry Peden, et un	150 12	
7311 7313	0et. 21, 1942	Cecil P. Jameon, et ux	12 70	
7313 7 <b>314</b>	Nov. 4, 1942	twdia A. Smith	70 88	73-414-///
7315	Nov. 4, 1942	Hary E. Farber, et con	68 68	73-416 -/5
7316	Nov. 4, 1942	Lizzie Retzler, et con	60 60	73-419-15
7317	Nov. 5, 1942	W. L. Knotts, et ux	#ð en	73-424-15
7318	Nov. 5, 1942	W. E. Beughman, et ux	19 10	73-1495~14~1
7323	Jan. 11. 1943	Nellie H. Black, et con	10 56	76-12-20 1
7359	Nov., 4, 1943	Cletus Hang, et ux	38	R42H1 - 2 / 1
8253	עייב אין אפע	John J. Welty	126	87-250 ~ 22 12
8271	Feb. 13, 1947	Maurice M. Geckler	40	90~179~3 ビ
8339	July 26, 1949	Grace V. Block, et con	78	
8347	Oct. 27, 1947	H. G. Slutz, et ux	RTS LO	
8379	Mar. 9, 1948	J. F. Snyder, et ux Mary A. Geckler, Agent, et al	130	
8384	Mar. 15, 1948	A. F. Deibel, et ux	100	02-541 - 2 3 -
8407	June 14, 1945	A. F. Defber, et ux Huskingum Watershed Cons. Dist.	34.8	03-205 -29V
8420	July 13, 1948	Beulah M. Ritz, et con	38	93-335 - 7,4
8427 8525	Sept. 7, 1948	Kathryn Simler, et con	30	93-581 - 29 1
8435 8477	Nov. 5, 1948 June 8, 1949	Murl Morris, et ux	· 13	05-129 -25
8477 8478	June 8, 1949 June 7, 1949	Harry J. Chebot, et un	88	95-127 -25
8478 8491	Sept. 21; 1949	John C. Lab	125	-
e- ·		Sendy Township	n.	73-389-/5-
71.87	Oct. 20, 1942	H. M. Welker, et ux	84	73-385-/5
7190	Oct. 23, 1942	John J. Fanlk, et ut	40 100	73-305 // 3
7324	Oct. 8, 1942	Riley E. Bowman, et ux .	100	73-314-15-1
7325	oct. 8, 1942	Lee Mowles, et ux	240	73-316-75
7326 ,	Oct. 9, 1942	William P. Sickefoose, at ux	110 80	73-321-15
7327	oct. 9, 1942	E. Newton Bowman, et ux	80 75	73-426 +5
7328	Nov. 4, 1942	R. V. Rose, et ux	75 83	73-467-15
7329	Nov. 5, 1942	Ellen S. Knotts, Agent, et al		
7440	Jen. 17, 1944	Vera M. Bartlett & James H. Bart	100	
7454	Dec. 14, 1943	John W. Sickefoose, at ux	100	
7517	Feb. 18, 1944	Thomas K. Capper, et ux	5	/0-4/
7518 8278	Peb. 18, 1944	Cryan E. Cheen, et ux E. Fralen Wiggins, et com	60	oo = 57 - a 1 ℃
8378	Mar. 8, 1948	R. Evelyn Wiggins, et con William C. Baum, et ux	127	92-51-3
8383 8458	Mar. 5, 1948 Jan. 20, 1949	Clarence Ed. Hayes, et ux	37.50	94-413-5
o+70	Jan. 20, 1949	Washington Township	V/-	- *
	•		-	91-189-4
8354	Oct. 2B, 1947	John C. Adams, st ux	52 ho	AT-10A . 4
8361	Jan. 7, 1948	Charles S. Haught, et ux	40 01-0	91-255
8357	Dec. 17, 1947	Emma Krabill	240	91-193
8360	Jan. 7, 1948	D. E. Rummell or, et ux	80	91-257 (
8355	Oct. 31, 1947	Atlee M. Unkerar and/or		
	-, -,	Paul J. Unkefer, et al	140	91-191
.8348	Oct. 30, 1947	W. H. Parrich	57	QO-4713 F
8362	Jan. 7, 1948	Harry A. Wallace, et ux	39	91-253 6 0
8363	Jan. 28, 1948	Alfred E. Zeller, at ux	. 30	91-251 6 6
8364	Jan. 28, 1948	Elza J. Herrington, et ux	20	91-249
0365 8365	Jan. 28, 1948	August W. Erieske		
رمرد	1940 و∪ء عندت	verent us bitania	100	91-247 6

#### NATURAL GAS COMPANY OF WEST VIRGINIA

UNOFERATED LEASES

**- 1888** 

#### PORTAGE COUNTY

No.	Date.	Lessor	Acres	Recorded
7010 7011 8126	Mar. 3, 1941 Mar. 3, 1941 Feb. 14, 1946	Edger F. Whittlesey, et ux	36 78 75/	34-107 34-109 37- 45
•		Randolph Township		7 (25)
8129	Feb. 19, 1946	Sanford Unger	27	37- 43 (OVE)

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

Signed, sealed and delivered in the

presence of

1888 STATE OF OHIO COUNTY OF FRANKLIN) Before me, a Notary Public in and for said County and State, personally appeared D. F. Eine Annintert Soute E. G. Matheny 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 \_\_\_\_\_day of \_ 1950.

9 212

250328

THIS INDESTURE

PRESTON OIL COMPANY, an Ohio corporation (hereinafter called \*Prest ARCEIVED FOR RECORD OFF 18 1952

perty of the first part, and MATURAL GAS COMPANY OF WEST VIRGINIA

party of the second part;

RECORDED OCT

NITHESSETH

That for One Dollar (\$1.00) and other good and valuable considerate tion 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, Chio

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	:		4	
. ·		Bethlehem Township			- į	
Lease		1, , , , , , , , , ,		Reco	rded .	
No.	Date	Lessor	ACTES	Book	Page	,
-						
5211	April 16, 1935	Samuel Myers, et un	120	57	h88 :	
		<u></u>				•
	S 7 7 7	Canton Township	•			
833h.	July 25, 1947	7 Rose Yeony	24 :	90	359.	
	Nov. 11, 1914		ц6∙.	75	314	. ~~
· .						
		<u>Issington</u> Township	7 -		.,	
8135	April 19: 1946	5 F. J. Heitsman, et wa	70 .	. 83	81 <sup>1</sup> .	300
8116	Feb. 21, 1946		. 98	83	83	
81,52	Jan. 12, 1949		82	9 <u>1</u>	323	
0424	4 dil - 12 , 17 47	WILLIAM MOGNE, et uz	. 06	74	363 1	
• •		Narlbore Township	•	•	سياسي	, ,
	1				': -	·/
81314	April 22, 1944	6 Frank Palosi, et ur	95	. 63	. 79 •	
-	-			, -	* * * * *	
	*	· Osnaburg Township	-			•
7290	July 2, 1914	Vera E. Slicker, et con	56	75	2h1 내	
B368	Feb. 12, 1948	Camillo Dibattista	21 -	91	377	•
كيلبا8	Dec. 10, 1946		5lı	94	282	
	• • •		- "			
		Paris Township			;	•
7284	Apr 11 30, 194	Praguten Vujasinovic, et u	E ItO	75	224 -	
7285	April 30, 194	Steve Ritto, et ux	Li <sub>k</sub> B	75	سيا 230	•
7286	April 30, 1910	Oscar E. Wharton, et al	153	75	232	
7287	July 2, 1910		80 ·	75	234	; ; ,
7288	June 30, 1910		136	75	236	
· -		•				• ''

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	-			UNOFERATED CAS LEASES		hill was	9 - 21	,
:		-		· Pike Township		T	Record	
1	Lease	No. I	Date	Lessor	Acres	Township	Book, I	1
,	167		r 114, 1923	John Balder, et ux		Pike		5h`
	168	March April	18, 1924	Homer V. Briggle, et ux R. L. Brothers, et ux	156 65	Pike Pike -	30	50 28
	170 171	April	21, 1921 21, 1921	Angeline Bros	80	Pike	30	30
	426	March	10, 1924	Henry S. Petters, et ux	1914 1914	Pike .	29	93 30
	604 . 695	Sept. Peb.	28, 1923 19, <b>1</b> 924	C. V. Hickman, et ux F. O. Kiefaber et ux	170	Pike	30	38
•	562	May	26, 1925	Charles D. Motter, et ux	1,2	Pike ·	39 3	178 163
	968	March	13, 1923 4, 1923	Clara E. Heuman J. E. Ansaell, et uz	140 50	Pike ·	31 1	122
	11կկ 11կ5	Dec.	6, 1923	A. M. Russell, et ux	50	Pike	31 3	123
, -	1279	March	ц, 1923	L. Strobel, et ux	. 80 72	Pike Pike		164 16
Ĵ	1160 238	Dec.	26, 1923 10, 1935	S. H. Welch, et ux George Herman, et ux	hΣ	Pike	57 5	534
*	586lı	March	19, 1937	Emma Evens, et ai	<b>J0</b> F	Pike Pike	.6h . 3	721 11 <sub>1</sub> 3
	6045	Nov. Feb.	23, 1937 5, 1942	Emerson A. Geckler, et ux I. S. Sweeney, et ux	106	Pike	72 1	21
	7096 7 <b>12</b> 9	Mey	1, 1942	Leon P. Bruber, et ux	80	Pike	73	1 160
•	71.6h	Sept.	16, 1942	John Wetter, et ux Lois M. Snyder, et con	145 74	Pike Pike	74	22
٠,٠	7277 7291	Sept. July	29, 1942 8, 1943	Emmst G. Steinmetz, et w	x 32	Pike	75 1	287
	با730	Angust	13, 1943	A. F. Diebel, et ux	8L 92	Pike Pike		307 105
	7306 7308	Sept. Sept.	28, 1926	George Neuman, et ux E. R. Lantzenheiser, et u	u <b>x 100</b>	Pike	3h	914
:	7309.	Nov.	5, 1929	Chèrles Kienzle, et ux	127	Plice	42	356 304
	7311	July	15, 1932 21, 1942	Harry Peden, et ux Cecil P. Jamson, et ux	150 12	Piko Piko 🏤	73 -	Γοδ. ·
٠	7313 7314	Nov.	կ, 19կ2	Lydia A. Smith	70	Pike	73	<b>411</b>
	7315	Nov.	ц, 1942	Mary E. Farber, et com	88 68	Pike Pike	. 73	1114 1116
	7316 7317	Nov.	հ, 1942 5, 1942	Lizzie Retzler, et con W. L. Knotts, et uz	60	Pike	73	419
	732B	Nov.	5, 19112	W. B. Benghman, et ux .	وئئا .	Pike Pike	.73	1,21, 1,85
	.7323	Jan.	11, 1943 4, 1943	Wellie E. Black, et con Cletus Heag, et ux	10 56	Pike	76	12
٠	7359 825 <b>3</b>	Nov.	9, 1919	John J. Welty	3B	Pike	86	281 ( 250
	8271	Feb.	13, 1947	Metrice M. Geckler	126 10	Pike Pike	87 90	179
,	8339 8347	July Oct.	26, 1949 27, 194 <u>7</u>	Grace V. Block, et con R. G. Slutz, et ux	78	Pike	90	158
•	8384	March	15, 1940	Mary A. Geckler, Agent,	etal 130 °	° Pike Pike	92 92	59+ 541-
	8407	June .	1և, 19և8 13, 19և8	A. F. Diebel, et ax Muskingum Watershed Cons	1000 101.9 11.9	Pike	93	205
m et	81,20 81,27	Sept.	7, 1948	Beulsh M. Ritz, Et con	38	Pike	% 93 93.	335 581
:	8435	Nov.	5, 1948	Kathryn Simler, et con Muri Morris; et ux	30 13	Pike Pike	95	129
÷	6և77 Ցև78	Jane Jane	8, 1949 7, 19 <b>4</b> 9	Harry J. Chabot, at ux	88	Pike	. <u>9</u> 5 ~	127
;	8163		21, 1919	John C Lab	125	Pike	<b>-</b> .	· <del>-</del>
	-	-		Sandy Township	. •	San age	rtv	
	710-	ne+	20, 1942	H. M. Welker, et ux	81:	Sandy	73	389
;	. 7197 . 7190		23, 1962	John J. Faulk, et ux	Cuji	Sandy	73	385
	7324	Oct.	8, 1942	Riley S. Borman, et un	100 240	Sandy - Sandy	73 - 73	314 316
	7325 7326	Oct.	8, 1942 9, 1942	William P. Sickefoose,	et ux 110	Sandy "	·· 73 `	319
-	7327	Oct.	9, 1942	R. Newton Bomman et ur		Sandy	73 73	321 - 1426
· ·	7328	Nov.	ակ, 1942			Sandy Sandy	73 73	426. 467
٠.	7329 7140		5, 1942 . 17, 1944	vera M. Bertlett & James	SE WAR	tre-	76	
.:	• '	•		Bertlett	80	Sandy Sendy	76 76	463
	7454 7517		1և, 19և3 18, 19ևև	Thomas K. Capper, et ux	: 8	Sendy	76	471
	7518	Feb.	18, 1944	Orven B. Cheen et ux	5	Sandy Sandy	76 92	.1473 .57
	8378	March	1 8, 1948	R Evelyn Wiggins, et c	127	Sandy	92	53
٠	8383 8158		20, 1949	Clarence Ed. Hayes, et		o Sandy	94	1,13
		-		Washington Township		* *.		
	• 83 <b>5</b> L	ų get.	28, 1947	John C. Adams, et ux	52	Weatingt	on 91	189
	8361	l Jen.	8با19 , 7	Charles S. Haught, et u	uac 40	Washingt Washingt	юп <u>Т</u> Т.	. 255 · 193
٠	8357	7 Dec.	17, 1947	Poma Brabill	90 Sl <sup>i</sup> 0	Washingt Washingt		257
٠	8360	) Jen.	.7, 1948	OVUE	50			and the
				<del>,</del>			• • ,	

9 214 UNOPERATED GAS LEASES
Washington Township (continued) Recorded Lease No. Date Acres Township Book Page Atlac M. Unkefer and/or Paul J. Unkefer, et al 8355 October 31; 1917 Washington 83148 October 30, 1947 W. H. Parrish 1/71 253 251 210 Washington Washington January 7, 1918 January 28, 1918 January 28, 1918 Barry A. Wallace, et ux Alfred E. Zeller, et ux Washington Elza J. Herrington, et ui Washington 8365 January 28, 1948 August W. Brieske TO HAVE AND TO HOLD unto MATURAL OAS COMPANY OF WEST VIRGINIA

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

IN LITHESS THEREOF, THE PRESTOW OIL COMPANY 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:

THE PRESTON OIL COMPANY

Wellupe

By Vice President

Signed, sealed and delivered in the presence of

Rb mahale

Agration

STATA OF ONIO
COUNTY OF FRANKLIN

BEFORE ME, a Notary Public in and for said County and State, personally appeared J. Cashell, Vice President, and in the said instrument.

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 manipulation 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 instrument Secretary and the free and corporate act and deed of said The Preston Oil Company.

IN TESTIMUMY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Columbus, Ohio this

, 1952.

My Commission Expires August 31, 1954

The state of the s

5759 101 239 206	2-4/4/15 See Vol 101.175 pg 682 ( saving of a 3-1-19-22 - See Vol. 175 pg 682 ( saving of a 27/-76 6/4/69 See Vol 164 Pg 2) 34 186 0 000 299 4-2-1968 Lee Val 1555 Pg 698 - any	il **	
171	535 4/24/67 Lee Vol. 143 Page 666 - Draign		# 1/
	VII. 135 MGE 38 - 129906 THIS AGREEMENT, Made and solvered into this 26thbay of April A. D. 10.65 , by and	O CA	, i
	between Merie J. Garaux and Mildred L. Garaux , husband and wife and George P. Garaux	G	
	and Kathleen Gargus, husband and wife	-<	
,	and K-Vill Oil Company, BOx271 Wooster, Chio , the Lance.		
٠.			ξ÷.
	WINESSUPH. That the said Lessor, in consideration of the sum of one deliar, the receipt of which is hereby acknowledged, and of the covenant and spressures hereinster contained, does hereby grant unto the Lessed all of the oil and gate entdoor the constituents of either, in and under the lands hereinster described, herether with the succlusive with the succlusive the constituents of the constituents of the constituents of the constituents and also the riche in enter the constituents and the riche in the constituents and the riche in the riche in the constituents and the riche in the riche	. 8	3
	rights to drill for, produce and market oil and gas and their constituents and also the right to enter theraon at all times for the purpose of drilling and operating for oil, gas and water and to possess, as and occupy so much of said premises as is accessary and convenient in removing the above assent products therefrom by nipe times or otherwise for	ζ.	انونتي د دور
	premises as is increasiny and convenient in removing the above named products therefrom by sipe lines or otherwise for a term of these (16)2years and so such sough sough therefor as oil, gas, or their constituents are produced in paying quanti- ties thereon, or operations are maintained on, all of that estath tract of fand situate in	2	-
	## Stark Bec. No. 20 County of Stark		
	ond State of Ohio bounded substantially as follows: On the North by the lands of E. Egwash and Gazanx Bross Co.		٥. ا
	On the North by the lands of S. 2000030 AND LEERLY BIDS. Co.		
	On the South by the lands of Gravedell St.		• .
	On the West by the   sads of   Williamdale St.	6	1
	containing Pifty three (.53 acres, more or less, being all the land owned by Luxor in said Township, previded, however, that if at the termination of said term, either	3,	
	primary or extended, there is a well in process of being drilled an aid tands, then this tence shall continue in force at	-	
	long as the tribute of sound on said premites in paying quantities, in the judgment of the Lessee. It being unjurated however, that no well shall be drilled within two hundred feet of the born or dwelling on said premites without the con-	2	
		3	
	ant of Lessor.  In consideration of the premises the said parties covenant and agree as follows:  Lessos to deliver to the Lessor in tanks or pipe lines one-eighth (id) of the oil produced and saved from the premises.  Lessor to receive the field marks price per thousand cubic feat for one-eighth (id) of all gas marketed from said premises, and the same to be paid for on or before the 20th day of the month following in which same is marketed.		, (
	Lessee La compense a well on said premises within ten (10) days	/ <del>१</del>	) (
-	Fifty three		ď
	until said well is commenced or this lesse surrendered; but the completion of a well upon said lands unproductive of all or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rends for a period of one year therafter. This issues shall become unil and void for failure to pyrential for any period when same becomes due and physbic, provided however that issues or his assigns is given 10 days written notice of his failure to	X	
	ported of one year theraties. In seaso small necome and and you to table to by reads for any period when same becomes due and physhic, provided however that issue or his assigns is given 10 days written notice of his failure to pay said restals and they are not paid within and 10 days.	6	Ĭ.
	Lessee shall bury, when so requested by Lesser, all pipe lines used to centure gas or oil off the pramises and pay all	6	
	tained and determined by three disinterested persons, one in error to be appointed by the Lessor, one by the Lessor, and	S	1
	Lesson may far the two so appointed as intreased, and the sand was some persons also be such as the contraction.  Lesson may far the te may gas well on said lands and take gas produced from said well for use for light and head in one dwelling house on said band, at Lesson's two pitches to the use and the right of abandonment of the well by the Lesson. The first two hundred thousand cubic feet of gas taken in each year said the right of the contract to the use and the right of abandonment of the well by the Lesson's two hundred thousand cable feet feet of gas taken in each year said be paid for at the current published rather hand with the two production of the contraction of the waste in the current published rather than the current published rather than the resonant published the production of the current published rather than the current published rather than the current published and the temperature that the current published rather than the current published rather than the current published and the temperature that the current published rather than the current published rather than the current published and the temperature that the current published and the current publishe		
	and desiring house on said bond, at lessers over risk, and one of the data on the tiket of desarchment of the wen by the Lebore. The first two hundred thousand coble feet of gas taken in each year shall be free of cost, but all gas in the cost of the first two hundred thousand orbits feet taken in each year shall be paid for at the correct published rates in the	Š	ai .
	excess of two street the members above described and the measurements and regulations shall be by maler and regulators set at the team on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable	130	
		g.	
	It is agreed that the acreage tentals or royalities on any well, or walls, paid and to be baid as harein provided, are sid will be accepted by Lessor as adequate and full consideration to render it optioned with Lessee as its whether or not it shall drill a well or wells to offices producing wells no adjoining or adjacent prophers.	3	
	Should it be determined that Lesser is not the owner of the entire tract above described then and thereupon Lesser shind receive a prepartional amount in accordance with the rentals and royalties for any fraction of the above pramises	(J	
	awned.  Payments of all moneys due on this lesse may be made by each or check, to	J.	
.*		, ď	
	at by cherk made payable to contain and George order and males to value to value		
	at and the Country Ohio P.O. Box 387		
	Lessor agrees that Lessoe is to have the privilege of using sufficient oit, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures places on said premises and further upon the apparent to the Lessor of one dollar, and all amounts due here upon the lesses shall have the right to surrender this lesso or any portion thereof by written heller to Lessor describing the portion of the above trust that it elects to surrender or by re- minutes and the surrender of the lessor of the surrender of the surrender of the lessor on the		
	portion thereof by written notice to Lessor describing the portion of the above trust that it elects to surrender or by returning in Lessor the lease with the andorsement of surrender thereon or recording the surrender of this lesse on the	Å.	
	margin of the record hersot, either of which shall be a full and legal surrender of this lease, to all of said tract or such mortion thereof as said surrender shall indicate and a carrellation of all liabilities under same of each and all parties		
	comping to Lesser the leaser with the annual season of the		
•	be blidding on the Lease until after the Lease has been furnished with a written transfer or assignment or a certified copy thereof.		
	All covenants and conditions between the parties bestte shall extend to their beits, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the trip to the land herein described; Lessor further agrees that		
	the largest mail mays the right at any time to recent for the way or calculate by payment, any more again to be those the shore described and which is not manner affect the founds interest therein in the 20sts		n
•	Any other liers upon the above newspieux isness which is any manner acted, the Lawrer interest the lent in the venit of default of payment by Lessor and be subrogrized in full to all the rights of the holder thereof the arms at if Lesses wete the original owner of said martyage or item.	,	
	IN WITNESS WHEREOF, the parties betwie have become and their bands and souls.		
	Blood and Acknowledged in the Preserva of:		
1	Limited Garant	_	4.7
l	Deag I Cott	1,	
	1 Middle Land Lakely		
	t and the second		

		STATE OF OHE		56 <b>.</b>	v	or. 135 mee	39	•
		proved before me.	- 4	Buthi		in und for said	County	
	— Miste				·		. win	
	nurpasso therein s	nentioned.	solve instrument to be		•			
\$ °	the best of	?	Anish of Levis Mos					
A Table	My complia	on expired	County County	7. Offis 1. 1, 100g	Notary Public,	Justice of the Pas	re.	
3,	"COUNTY OF	Jack	i	J1.	, 2 -			
	- Lea	peered before me, 1	n Material Caret	Krihl	in Sa	must the	County	
	acknowledged the	alphing of the force	rolny instrument to be	Shir	voluntery act	and deed for the u	who sei and	
	puiposes therein s		ourito set my hand and and and and and and and and and	d and offixed my	·	scal this 3	م شکار	
2	My commissi	on expires. Mr.	Attitud Levis Mos or this person to the country or the person of the country or the country of t	ir Olifa	Asthus Notary Public,	Justice of the Pen	11	
			t esses having w	até én élse l'assess	-	. :		
	ques balend antie	nder and cancel the	sor, and hoven elects some and heraby en-	d to surrender Du derres ils surrend	e within lease as ar hereon.	id all its rights her		
	WITNESS:	WHEREUF, It has	hereuisto sec Its hand, i				J	
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<i>.</i>	EASE	Tag	3 500 B	County	Records	1.1.1	]	i
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		HC.	1000	a, Val.				
	OIL and			of Lensen,	s Pee,	1 1 1	]	
		1011	Township Straintis Scrived Vel.	fit. Haenrd o	torder's	Section Na.		
	, !!	)	<del>ૻ૽ૼૺૺૻ</del> ૽૽૽૽૽૽૽૽ૼ૽૽ૼૺ૽૽૽૽ૼ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼ૽૽૽ૼૺ૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽૽ૼૺ૽૽૽ૼૺ૽૽૽ૼ૽૽૽ૼૺ૽૽૽ૼૺ૽૽૽ૼ૽૽૽ૼૺ૽૽૽ૼૺ૽૽૽ૼૺ૽૽૽ૼ૽૽૽ૼ૽૽૽ૼ૽૽૽ૼૺ૽૽૽ૼ૽૽૽૽		{	N Na.	4	
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150 Tail , vol.  $109~{
m mgd}\,619$ Recorded DEC 18 1967 AL 2:4/3 O'clock A 200238 in Wayne County Records.
Volume 199 Page 619
Kuth William CRecorder 150 ASSIGNMENT OF OIL AND GAS LEASE THE STATE OF OHIO COURTY OF \_\_\_ Wayne FOR VALUE RECRIVED, I, LAWTON C. BEDRICK d.b.a. K-Vill Gil & Gas Co., Box 271; Wooster, Ohio do hereby sell, assign, transfer and set over unto David A. Haldron. 2612 Armstrong Drive, Wooster; Ohlo, 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 IN 9:01 O'closed M. W. RECTALLO JAN 3 1968 Merle J. Garaux and Mildred L. Garaux and George H. Garaux and Kathleen Garaux lease-hold, situated in Section 2D, Sandy Township. Stark County, State of Chio, recorded in Volume 135, page 38, containing 53 acres Je Bien's County Records Vol / 13 Page 244 The and concerning the land described in said lease or 1502 intended so to be, and subject to the terms and conditions of the same. Witness my hand this 2 day of Witnesses William STATE OF OUID COUNTY OF Wayne Before me, the understigned 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 BETTIE I. ROWLAND, Notary Public Notary Public WAYES COUNTY, OHO Notary Public Notary Public My Commission Expires May 19, 1611.

This instrument prepared by Lawton C. Hedrick

17.18

VOL 155 PAGE 698 ASSIGNMENT OF OIL AND GAS LEASE 37178 79 me582 STATE OF OHIO 206299 206299 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 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 Thomas O. Dahlstrand d.b.a. Tod Oil Co. RECEIVED FOR RECORD RECEIVED FOR RECORD In Stark County Reg 155 Page 698 STATE OF OHIO Cuyahoga COUNTY OF \_ Hefore 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 Given under my hand and seal of office, this the  $2^{\sqrt{3}}$ nstrument prepared by Thomas O. Dahlstrand

VOT. 164 PAGE 713

STATE OF ONIO

ASSIGNMENT OF OIL AND GAS LEASE 239071

COUNTY OF CUYAHOGA

For value received I, THOMAS C. DAHLSTRAND, doing business as Tod Oil Co., P. O. Box 271, Wooster, Chio, do hereby sell, transfer and set over unto John Snead, Jr. Trust

AT 22904 West Lake Rd., Bay Village, Chio,44129 their heirassigns, 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 Mildrod L. Garaux and George H. Garaux and Kothleen 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 Nay, 1969

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

Witnesses:

STATE OF OHIO

COUNTY OF Falas

RECEIVED FOR RECORD

ot 9 0 3 o'clock M

RECORDED JUN 5 1969

In Stank County Records

Vol 4 Page 7/3

RENNETTY E. NOTIS / -0

Resurder Feb 50 44

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 distribution

ct many, 1969.

Ramon E. Welson

COMOCA E WELSON, Noting Billie Lake County Dy consideration angles (C) (E (C))

This instrument prepared by Thomas O. Dahlstrand

## MA 164 ME 714

TOT INSTALL						
	ASSIGNMENT OF OIL	AND GAS LEASE				
STATE OF OHIO	239	9072				
COUNTY OF CUYAHOX	SA .					
· For val	lue received I, THOMAS	O. DAHLSTRAND, doing	business			
as Tod Oil Co., J	P. O. Box 271, Wooster	, Ohio, do hereby sell	ι,			
transfer and set	over unto D. A. W	Aldron				
AT P.O. Box 271,	Wooster, Ohio 44692	, his heirs	ASSIGNS,			
an undivided		/8ths working interest	-			
to 1/10ths of 7/8	3ths overriding royal1	y in the following pro	operty.			
	Merle J. Garaux and A and George H. Garaux Garaux leasehold, sit 20, Sandy Township, S of Ohio, recorded in containing 53 acres	and Kathleen mated in Section tark County, State volume 135, page 38,				
together with all	l rights and privilege	s, in law or equity, i	n and			
concerning the la	and described in said	lease or intended so t	o be,			
and subject to th	he terms and condition	s of the same.				
Witness	my hand this 31st	day of May	19 69			
	, ,	M. M. C. Dahlstrand d.b.a. Tod Oil Co.	-www.			
Vitnessés: La U Ramonn E	walson,	RECEIVED FOR RECORD  JUNA - 1969  at - 20 chock 1969  RECORDED JUN - 1969  In Start County Record				
COUNTY OF	lac .	Vol. 44 Pega 144 KENNETH E. MOSTIN 100 Becorder Foe. 50	Cross-defi			
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.						
Giyen u	under my hand and scal	of office, this the	n.⊂day			
or May	, 19 <u>69</u> .	. •				
	· · · · · ·	Ramon E. W.	elson			
	* /	RAMOHA E. WELSON, I Lake County My commission actives M	, - ,			
This inst	rument prepared by Th	omas O. Dahlstrand	,			

### ASSIGNMENT OF OIL AND GAS LEASE

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.

Marle J. Garaux and Mildred L. Garaux and George H. Garaux and Kathleen Garaux leaschold, 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.

Witnessés.

Ma Rule

STATE OF OHIO

COUNTY OF The

PECENICA FOR MECORD

19.32
RECORDEDUN 5 1969
REC

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  $\underline{\underline{31}\,\mathrm{aC}}$  day

5 may , 1969 .

Ramona E. Walson

RAMONA E VE SON, HOLEN COM-Lete Dunty My compresses expires when it will

This instrument prepared by Thomas O. Dahlstrand

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164 MG 716	AND GAS LEASE
STATE OF ONIO 2390	24
COUNTY OF CUYAHOGA	
For value received I, THOMAS	D. DANLSTRAND, doing business
as Tod Oil Co., P. O. Box 271, Wooster,	, Ohio, do hereby sell,
transfer and set over unto Ida A. Nord	ler
AT 2329 Stanford Dr., Wickliffe, Ohio 4	4092 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 Mi and George H. Garaux a Garaux leasehold, situ 20, Sandy Township, St of Ohio, recorded in containing 53 acres mo	and Kathleen lated in Section tark County, State volume 125, page 38,
together with all rights and privileges	s, 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	s of the same.
Witness my hand this 31st	_day ofMay, 19_69
Witnesses:  Raman E. W. Clason  STATE OF OHIO  COUNTY OF  Before me, the undersigned at appeared Thomas C. Dahlstrand, known to name is subscribed to the foregoing intent that he executed same for the purpose expressed.	strument and acknowledged to
	es essent thin the Blotheri

HAMONA E. WELSON, Noticy Préside Laka County By computation against Size Q, Estab

This instrument prepared by Thomas O. Dahlstrand

#### 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 Nay

d.b.a. Tod Oil Co.

Witnesses:

STATE OF OHIO

COUNTY OF - Line

RECEIVED FOR BELCORT RECORDED JUNG

In Stark Coule: R

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

Given under my hand and seal of office, this the Binkday

\_, 19<u>64</u>.

RAMONA E, WELSON, NOIST FEETS Lake County

This instrument prepared by Thomas O. Dahlstrand

TU

This instrument prepared by Thomas O. Dahlstrand

#89-037079 10/6/89 Su of wl 862, B. 380 official

wgt 175 mg682

ASSIGNMENT OF OIL AND GAS LEASE

1013

KNOW ALL MEN BY THESE PRESENTS THAT, THOMAS O. DAHLSTRAND and THEOLORA C. DAHLSTRAND, bushand and wife, 29900 Lakeland Blvd., Wickeliffe, 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, Wouster, Ohio, that portion of the working interest in and to A. 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 beirs, successors and representatives do covenant with the said assignee, his beirs, 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 remains and revalties 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 scaled this instrument this 16 day of Mercurchen 1971.

Alki Stated till a more allera a
Signed in the presence of:  An March Dellettered  Thomas O. Dahlstrand
Xint M. litter Theodora C. Dahlstrand
STATE OF OHIO  OUNTY OF  Before mc, a Notary Public in and for said County and State, personally  Refore mc, a Notary Public in and for said County and State, personally
appeared the above named THOMAS O. DARLET RAND and TALLOCOUNT C.
who executed the foregoing instrument and acknowledged that they have
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this bald day of househour. 1971.
This instrument prepared by: Notary Public

• 1	"BKHIBIT A" Page 1.
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He, of walls	LAKE TOWNSHIP, STARK COUNTY
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1 WeIl	Briner Lease, Sec. 30, 1/10/55, Vol. 136, Page 660
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l Well;	Grear Clovis #1 Lease, Sec. 29 & 32, 5/25/66, Vol. 138, Page 193,
r	3/16 Thomas O. Dahlatrand
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3 Welld .	Helen C. Wright-Lease, Sec. 19, 4/20/65, vol. 135, Page 106.
4.5	5/16 Thomas O. Deblarrand' - Wright 1
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	1/16 Thomas O. Dahlutrand - Wright 3
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3 Wells	W. H. Roover Leese, Sec. 28 & 33, 5/4/65; Tol. 135, Page 242,
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į	73/16 Thomas 0. Deblatrand - Hoover 3 3/16 Theodore Dablatrand - Hoover 1 6 2
	3/16 Theodora Dahlstrand - Hoover 1 & 2
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1 We11	Paul Kamerer (Kamerer-Gardner Lo.)
•	Sec. 29, June 21, 1963, Vol. 135, Page 571.
•	Dake Anadasi (Vanna - Van )
	Robt. Gardner (Kamerer-Cardner Ls.) Sec. 29, June 21, 1965, Vol. 136, RECEIVED FOR RECORD
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	RECENDED AN 20 1972
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	*1/16 Thomas O. Dahlatrand TINNETH " NAME .
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2 Wells	Fox #1 Lease, Sec. 20, April 14, 1965, Vol. 134, Page 693
ŀ	19/32 Theodora Dahlatrand
* 2 Wells	Caraux Lease, Sec. 20, April 76, 1965, Vol. 135, Page 38
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ASSIGNMENT OF OIL AND GAS LEASE

LVOL 184 PAGE 744

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 . , 19 68

Law on C. Hedrick

Witnesses:

Mary & Bucher a white

STATE OF OHIO.

COUNTY OF WAYNE

RECEIVED FOR RECORD

EPR 4-1975

at 9:22 o'clock 6375

RECORDED APR 1-1975

In Starta Courary Resorts

Vel 45 4 Page 7-144

RECORDED APR 1-1975

RECORDED AP

Before me, the undersigned authority, on this day personally appeared Lawton C. Hedrick, known to me to be the person whose name 1s subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposed and consideration therein expressed.

Given under my hand and seal of office, this the 29th

ay of March , 1968:

BETTIE I. ROWLAND, Notary Public
WAYKE COUNTY, OHIO
My Commission Liphres May 18, 1971

This instrument prepared by Lawton C. Hedrick

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THE PERSON OF TH		
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176 676 ASSIGNMENT	OIL AND GAS TEASE	
Fig. 1 sept 674 1822 Train and 1 sept 67 fig.		
THE OPPO HOADON	the "assignor"	
Twickingham, Evansville, Indiana . 4	igns, for valuable consideration, the receipt ovenants and agreements herein contained;	
for himself, his successors, heirs and ass of which is hereby acknowledged, and the c	nvenants and agreements herein contained,	18 P. 1877
- Carlink is hereny acknowledge in the	I A THE PART OF TH	
does by these presents assign, sext,	in the second of second right, file and	点。 第12章
P. O. Box 75, Wooster, Ohio, his heirs at interest in and to the hereinafter described interest in and to the hereinafter described	oil and gas lease, being 1/16 overriding royalty of 7/8	学或生殖的
working interest of 8/8 gross production;	day of Angle	是有"大学"
in and to a certain oil and gas lease under	date of the <u>76th</u> day of Analf 18411 of the Lease Récords of <u>Perru</u>	<b>第三十二章</b>
and recorded in vol.		A GALLERY
Garaux, Lease therein being	described as situated in the State of Ohio.  Township, Section REARE 20	
TO THE COUNTY OF A PROPERTY OF THE COUNTY OF		
and bounded substantially as follows:		
On the East by the lands of Gra	and off Street	
		Mil
Containing 53 acres, more or	less!	N. Art.
		医野鸡生.
done node it vitteds and but his successive	STOLEN OF THE PROPERTY OF THE	<b>国的基本</b>
	the assignment of production from said lease cember 15, 1971	1
Despite the date of this execution,	nember 15, 1971	
the same consideration the	ie assignor does covenant with assignee that he is assignee the rights and interest thereunder.	TENS IN
		智慧等 15.
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the probability of the state of	* * * * * * * * * * * * * * * * * * *	
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and property are free free and payable the reunder keep the same in full force and effect ha will warrant and forever defend the same in WITNESS WHEREOF, the und instrument on this the 3 day of 11 Signed in the presence of:  STATE OF SS.  COUNTY OF day of 22 day of Daylor in ardifor said county the	have been paid and all conditions necessary be been duly performed; and that the assignor against all persons whomsoever claiming; ersigned assignor has signed and sealed this 1972.  CALL W. Market and Sealed this 1972, before me, the undersigned, a the State aforesaid, personally appeared described.	
and property are free free and payable the reunder and royalties due and payable the reunder keep the same in full force and effect ha will warrant and forever defend the same in witness whereof, the und instrument on this the /3 day of /11.  Signed in the presence of:  STATE OF SS  COUNTY OF On this day of Notary Public in and for said county in and for said county in and the presented the foregoing instrument and the pregoing instrument of the payable of the foregoing instrument.	have been paid and all conditions necessary ve been duly performed; and that the assignor e against all persons whomsoever claiming; ersigned assignor has signed and sealed this 2224, 1972.  CCCC W / Carlor  1972, before me, the undersigned, a [the State aforesaid, personally appeared to me known as the person described ument and acknowledged that the had executed	
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ASSIGNMENT OIL AND GAS LEASE.
ASSIGNMENT OIL AND GAS TELASE.
whose address is 2329
1379 Stanford Dr. wichtlife Ohio 44097 hereinafter called the "assignor", for himself, his successors, heirs and assigns, for valuable consideration, the receipt for himself, his successors, heirs and assigns, for valuable consideration, the receipt for himself, his successors, heirs and agreements herein contained,
for himself, his successors, heirs and assigns, ion railable consideration of which is hereby acknowledged, and the covenants and agreements herein contained, of which is hereby acknowledged, and the covenants and agreements herein contained,
of which is hereby acknowledged, the strong of and set over unto W. B. Armstrong,
does by these presents assign, selly convey, translated and assigns; all of assignor is right, title and P. O. Box 75; Wooster, Onio; his heirs and assigns; all of assignor is right, title and
P. O. Box 75. Wooster, Ohio, his heirs and assigns, an ot assignors, light interest in and to the hereinafter described oil and gas lease, being 1/16 of 7/8 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 royally of 1/8 in and to a certain oil and gas lease under date of the 26th day of 1/2/1945 and recorded in Vol. 135 Page 38 of the Lease Records of Penau
working interest of 8/8 gross production, subject to 4/18/2 overriding royally of
in and to a certain oil and gas lease under date of the day of Aphilia
and recorded in Vol. 155 Page 33 of the League 170 Page 33 of the Leag
County of State Sandy 10 Pownship, Section agents 10
On the North by the lands of <u>E. Bowman &amp; Garaux Bros. Co</u> On the East by the lands of <u>Garaux Bros. Co</u>
On the East by the lands of Garday Bros. Co.  On the South by the lands of Grovedell Street
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Containing 53 acres, more or less, together with all personal property used or obtained in connection the rewith and the
together with all personal property used or obtained in connection the rewith and the
appurtenances, fixtures and privileges thereto belonging.
Despite the date of this execution, the assignment of production from said lease
Despite the date of this execution, the assignment of the shall become effective from and after December 15, 1971.
shall become enecuve from and
And for the same consideration the assignor dues covenant with assignee that he is the lawful owner of the said interest in said lease, the rights and interest the reunder.
is the lawful owner of the said interest in said lease, the rights and interest thereunder.
is the lawful owner of the sain interest it seems connection therewith, that the assignor and of the personal property thereon or used in connection therewith, that the assignor
and of the personal property thereon or used in connection the said rights, interest has good right and authority to sell and convey the same and that the said rights, interest and property are free from all diens and encumbrances whatsoever and that all rentals and property are free from all diens and encumbrances and all conditions peressary to
"is " in the mount and forester defend the same against all persons whomsoo, a
The undersimed assigner has signed and sealed this
instrument on this the /4 day of March 1972.
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Signed in the presence of:
The state of the s
Lant In Setto
Z V COO
STATE OF 9
COUNTY OF
On this and day of work 1972, before me, the undersigned, a
Notary Public in and for said county, in the State aforesaid, personally appeared to me known as the person described
in and who executed the foregoing instrument and acknowledged that he had executed
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This instrument prepared by Notary Public
John T. Wigham: Attorney at Law Wooster, Ohio
Wooster, Ohio

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VOL. $186$ Page $678$		in inc.
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lin Finan Carlson	read an Hood the Paggionor 11 and 12	
Park Dr., Lyndhuhar, Unito	hereinaner called the receipt signs, for valuable consideration, the receipt overaints and agreements herein contained.	
of which is hereby acknowledged, and the	ovenants and agreements herein contained, ovenants and agreements herein contained, transfer and set over unto W. B. Armstrong,	Sep.
does by these presents assign, sell, conve	overpants and agreements by transfer and set over unto W. B. Armstrong, by transfer and set over unto W. B. Armstrong, by transfer and the and by assigns; all of assignor's right, title and	. Ž
P. O. Box 75, Wooster, Onto, mis heard a	Washing 1/16 of 1/8 washing	
P. O. Box 75, Wooster, Ohio, his hears a interest in and to the hereinafter describe	subject to 1/16 overriding royalty of 1/16	
working interest of 878 gross productions	day of the gutth day of Angle 1 45	. Örra
in and to a certain oil and gas lease under and recorded in Vol. 1135 Page 38	of the Lease Records of Penna	1477
County		
Garaux Lease	had no situated in the State of Ohio,	2
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County of Stark Sanay		
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And for the same consideration	is assignor does covering.  It is and lease, the rights and interest thereunder  bed in connection therewith; that the assignor	***
is the lawful owner or the day thereon or I	h said lease, the rights am in that the assignor ised in connection therewith; that the assignor the same and that the said rights, interest	. 3.
has good right and authority to sell and	that all rentals	
and property are free from all liens and	and all conditions necessary to	
and royalties due and payable thereumer	tule porformed and that the assignor	-
keep the same in 1011 force and circums	ve been duly periodic whomsoever claiming.	
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instrument on this the 151 day of 171	rich 1972	
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Signed in the presence of		٠.
Elia Literan		
10 min Dermier 1		
STATE OF CASSISSION		٠, ,
compare of the standard of the standard		
and the second of the second o	1972, before me, the undersigned, a	÷
On this / you day of a day of the Publicain and for said county, it	the State aforesaid, personally appeared to me known as the person described	, ,
Than I Carlen	to me known as the person described  to me known as the person described  ment and arknowledged that the had executed	7,25
in and who executed the torugoning man		<sub>.</sub> ^1.
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Attorney at Law		5.
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114 672 / ASSIGNMENT 01923 GAS LEASE
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whose address is 36015  Whose address is 36015  Kitathey Willoughby Chio 44094 hereinstier 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,
Kilanney, Willoughby, Chia and any Many aluable consideration, the receipt
for himself, his successors, heirs and assigns story allowed his herein contained, of which is hereby acknowledged, and the covenants and agreements herein contained, of which is hereby acknowledged, and the covenants and serious themself and set over unto W. B. Armstrong.
does by these presents assign, sell, convey, transfer and server assignor's right, title and P. O. Box 75. Wooster, Ohio, his heirs and assigns, all of assignor's right, title and P. O. Box 75. Wooster, Ohio, his heirs and assigns, all of assignor in 116.
P. O. Box 75. Wooster, Ohio, his herr, and assigns, all the property of 1/8 interest in and to the hereinafter described oil and gas lease, being 1/16 of 1/8.
interest in and to the hereinafter described oil and gas lease, being 1/18 working interest of 8/8 gross production, subject to 1/16 overriding royalty of 1/8 working interest of 8/8 gross production, subject to 1/16 overriding royalty of 1/8
working interest of 8/8 gross production, subject to 1718 in and to a certain oil and gas lease under date of the 16th day of April 1945 in and to a certain oil and gas lease under date of the 16th day of 1941
in and to a certain oil and gas lease under date in the Lease Records of Penny and recorded in Vol. 135. Page 38° of the Lease Records of Penny
County:
Garaux Lease
Said oil and gas lease therein being described as situated in the State of Ohio,  Said oil and gas lease therein being described as situated in the State of Ohio,  Township, Section ARKER 10
County of Stark Sandy Township, Section & 70
and bounded substantially as follows:  On the North by the lands of E. Bowman & Gargux Bros. Co.
On the North by the lands of Contract Rady Co
On the Fast by the lands of Garaux Bras. Ca On the South by the lands of Grovedell Street
On the West by the lands of Willowdale Stheet
Containing acres, more or lessy,
On the South by the lands of Grovedell Street On the West by the lands of Gilloudale Street Containing 53 acres, more or less, Containing 13 acres, more or less, together with all personal property used or obtained in connection therewith and the
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Despite the date of this execution, the assignment of production from said lease.
Despite the date of this execution, the easily become effective from and after December 15, 1971
shall become effective from and each
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And for the same consideration me assignored the rights and interest the reinder is the lawful owner of the said interest in said lease, the rights and interest the reinder is the lawful owner of the said interest in said lease, the rights and interest the reinder.
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and royalties due and payable thereunder have delivered or need and that the assignor
keep the same in full force and effect have been all persons whomsoever claiming.
keep the same in full force and effect have been duly persons whomsoever claiming, will warrant and forever defend the same against all persons whomsoever claiming.  IN WITNESS WHEREOF, the undersigned assignor has signed and scaled this
THE PROPERTY OF THE WARRENESS WHEREOF: The undersigned das growing the second of the s
instrument on this the Mat day of March. 1972
Signed in the presence of:
Aller alexander
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STATE OF
COUNTY OF Leaders and a the inderstand a
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the february instrument and acknowledged that he had exceeded
in and who executed the longgoing instrument and
the same as his tree act and deed.
In testimony inisting day of 1972.
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This instrument prepared by Notary Public
John T. Wigham
Attorney at Law
Wooster, Ohio
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## 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
Garaux 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 3 1 day of	DOTIBEN , 1991
Ath Emon	John Snead, Jr., Assignor
STATE OF Okio } ss	MEER C. DESCRIPTION OF THE PROPERTY OF THE PRO

On this 3/ day of October , 1991, before 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.

CABOLE S. MENCIN Hotary Public - State of Chio, Caya, Cty, Lly Commission Expires Feb. 27, 1996

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

NOV 1 8 1991 at 1000 6 tout in Stock County OFFICIAL RECORDS JAME VIGHTS Reporder jid / cr

Participation of the Control of the STEP CONTROL STEEL S RESERVATED

### ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS, that David A. Waldron of .430 North Harket, 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 VOL	RECORD PG
				_		_
Fox Lease	2.734%	BO	Stark	Sandy	134	693
Garaux Leas	e 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 DS day of Newmaker . 1991
Marile Man David A. Waldron, Assignor
STATE OF COUNTY OF Whiteless of American 1991, before me
On this day of whither, 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.
Notary Public Marine Alison

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 PH 1:59 10.00 3 CB 04/



ASSIGNMENT OF WORKING INTEREST

VOL 1143 PAGE 299

KNOW ALL MEN BY THESE PRESENTS, that Lynette Waldron of 430 North Market, Wooster, OH, 44691 hereinafter referred to as Assignor, for One Bollar (\$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 F.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 Vol	RECORD 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	Neverter , 1991
Harly allisa	Agratte Halchen Lyhetto Waldron, Assignor
STATE OF Alia ) SS	RIPDEX DESCH CREF COMMENTA
On this 25th day of a Notary Public in and for said Stappeared Lynette Waldron, who acknowledge foregoing instrument and that it is witness my hand and seal.	lowledged that he did sign the

Notary Public

Marilee Allison Notary Public State of Ohio My Commission Expires 2/20/95

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

JAME VIGHOS

STARK COUNTY HECOTORS

91 DEC 23: PN 1:59 / 10.20 DCC 12.00 17R

#### 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 VOL	RECORD PG
Fox Lease	18.75%	80	Stark	Sandy	13 <b>4</b>	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 My	unhu . 1991
MITNESS David	Laved a. Ablaton A. Waldron, Assignor
COUNTY OF Wayse } ss	NYOEX DESCP C-REF SOMSTO
on this 25th day of Mulylu	, 1991, before me

On this day of <u>Muly yello</u>, 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.

Notary Public

Marilee Alfison 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
JAME VIGNOS
STARK COUNTY DECORPER

10.20 PM 1:59

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 Thereof the said theries P. Bevington and Sadie L. Bevington, bushend & wife, have hereunto set their hends this let day of July, 1930.

WITHOUT:

Mildred G. English

Charles Bevington

SEAL)

Margaret A. Perrie

Sadie L. Bevington

(SEAL)

State of Onio, County of Stark, ss: On this first day of July, 1930, before me personally appeared Charles P. Bevington and Sadae 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 Thereof I have hereunto set my hand and affixed my official sad at my office in Canton, Chio, the day and year last above written.

My term expires May 18, 1932. Received for Record July 81, 1930.

At 20:50 A. M.

Recorded Sept. 10, 1930.

Margaret A. Perrie (SEAL) Motary Public (Margaret A. Perrie)

Jennatte Smith, Reporter.

#512708---\$1.25 M. Frank & H. 2. Stau6t to The State of Chic MANAGET FOR HIGHEAT PURPOSES. KNOW ALL MOR BY THESE PRESENTS.
That M. Frank & P. Z. Staudt, the Grantor-, for and in conmideration of the sum of One mo/100 Bollars (\$1.00) and for
other good and valuable considerations to them paid by the
State of Ohio, the Grantae, the receipt whereof is hereby

submowledged, do hereby grant, bargain, sell, convey and release to the said Grantes, its successore and assigns forever, a perpetual desement and right of way for public highway me road purposes, in, upon and over thelands herelunfter described, cituated in Sandy Township, Stark County, Ohio, Section N. B. & El, Town 17, hange 7, and bounded and described as follows; PARCEL HO. 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 bergnined, 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 maty 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 35 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 Shenks Sub. 11, 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 lims 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 of the Department of



Bighterys, Columbus, Ohio. It is understood that the strip of load above described is not to be in excess of \$35 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 IND TO HOLD said easement and right of way unto the Grantes, its successors and assigns forever. And the said Grantors, for themselves and their heirs, executors and administrators, harshy covenants with the said Grantee, its successors and assigns that they are the true and lawful owners of said premises, and are lawfully saized of the same in fee simple, and have good right and full power to grant, bargain, sail, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whetsoever, and that they will warrant and defend the same against all blaims of all persons whomsoever. And for the consideration aforesaid, Thereas C. Frank, and Elizabeth M. Staudt, hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of down in the above described premises.

IN STANKES WHEREOF M. Freek, R. Z. Staudt, Thereas C. Frank, and Elizabeth M. Staudt, have hereunto set their bands, the End day of May, in the year of our Lord one thousand nine hundred and thirty.

Signed and sealed in the presence of:

W. C. Lene

Henrietta I. Mathis

M. Frank
R. Z. Staudt
Theresa C. Frank
Elizabeth M. Staudt

State of this, Stark County, SS: Before me, a Motary Public, in and for said County and State, personally appeared the above named M. Frank, R. Z. Standt, Theresa C. Frank, & Elis. M. Standt, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed. IN TESTIMONY WHEREOF I have become act my hand and official seal, at Canton, this and day of May, A. D., 1930.

W. C. Laus Hotery Publi

Received for record July 84, 1950
At 8-50 A. M.
Recorded Sept. 11, 1950
Transfer not necessary
3.77. - G./S.

Jeann tto Smith --- Benorder

#312704---\$1.25

The State of Chic.

TARMENT FOR HIGHEAT PURPOSES. KNOW ALL MAN BY THESE PRESERTS:
That \_ H. Tilton, the Greator, for and in consideration of
the sum of one, no/100 Bollers (\$1.00) and for nther good
and valuable considerations to him paid by the State of Ohio,
the Grantee, the receipt whereof is hereby soknowledged, does

hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual ensement and right of way for public highway and soad purpless, in, upon and over the lands bareinafter described, situated in Sandy Township, Stark County, thio, Section B. E. § 6, Town 17, Range 7, and bounded and described as follows: PARON. NO. 55. Beginning at two points in the property line between said party of the first part and A. Bindchen, 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, 65.0 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 35

part have herounte out thate hand and soul the day and year first about written

Signed and noknowledged in

lkalph M. Limbach Kre. Mao Limbach

R. S. Ounningham

H. B. Bohnath

The State of Onic, Stark County, no.

Inform ms, a Notary Public in and for maid County parsonally appeared the above maned falph E. Limbaah and live. Mas Limbaah who noknowed that thay als view the within instrument and that the came is their free ust and noce. IN "TTERES MIRRED, I have hereuate out my hand and official seal on this 88th day of Detober A. D. 1985.

> Honey De Bohanh (Boal) Hotary Public

Recaived for Mecord Nov. 19, 1988 At 9148 A. M. Reservant nos. 18, 1988

Jeannette Smith --- Recorder

1/01. 834 19/18

**/**E00844 → **01**,65 80 - 31- 38 - 32 Pohonk I. n. s. \$.no THIS INDUSTURE, made this 4th day of Flosoto B. Bohonk Hovember 1986 by and between Floreis 5a. B. Schook and (unmarried) of the County The Chic Power Co. of Stark in the Utata of Uhio, party of

the first part, and The Chie Power Company, a corporation organized and existing under the laws of the state of Ohio, party of the Second part, Withkestern: That for and in consideration of the sum of One (\$1.00) Vollary in hand paid to the party of the first part by the party of the account part, the receipt of which is hereby acknowledged, said party of the first part hereby grants, burguins, solls, conveys, and warrants to the party of the second part, its successions and applicat forever, a right of way and easement with the right, privilege and authority to anid party of the bosond part, its successors, assigns, Issues and tenants to construct, credit operate and maintain a line or lines for the purpose of transmitting electric or other power 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 Chic, and part of Section No. 21 Township No. and Sange No. 8 Wand bounded: On the North by the lands of E. D. Wilson and the Public Highiway) on the East by the Public Road; On the South by the lands of Wayhesburg Grove Addition; On This Engement is for a pole line only to be precise on a public highway 1. Orontoe shall not suffer or permit say forme or sate opened by it to remain open, nor permit adjacent to this farm. / Toobtlier with the right to said party of the record part, its succord and anoigne, to place, areat, maintain, imposet, add to the number of, and relecate at will.

Polos, aronaume or fixturos, and string wiros and sables, adding thereto from time to time, across, through or ever the above described premises, to gut and remove from said premises or the premises of the parties of the first part adjoining the same on sither side, any trace, overhanging branches or other obstructions which may endanger the enfety or interfers with the use of said poles or fixtures or wires attached thereto or any structure on said premiess, and the right of ingress and agrees be end ever eald above described premises, and any of the adjoin ing lands of the parties of the first part, at any and all bimes, for the purpose of patroling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or uneful or convenient for the enjoyment of the easement horein granted, also the privilege of removing at any time any or all of suid improve ments arequed upon, ever, or on "maid land, to other with the rights, easements, privileges an"

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herein granted, provided however, the said The Ohio Fower Company, the autoconcer or ass shall further pay to me or my helre or assigns, the cum of \$1.00. for each pole, creeted eald lands, hare inbofore described. From time to lime, whenever and ar neen as any poles are created thereon, and this indenture centains all agreements, expressed or implied, t twoon the parties herete. TO HAVE AND TO HOLD the case unto said party of the accord po the encourages and undigns. In withing whiteer, the purty of the first part has because out her hand and woul the day and year first above written.

Digned and acknowledged in the presence of:

R. S. Ounningham

Basel J. Read

The State of Chie, Stark County, ga.

Before me, a Nobary Public in and for cald County, personally appeared the above mamed I D. Schonk who noknowledged that she did sign the with instrument and that the same is he not and doed. IN VITHESS WHEREOF, A have harounte ont my hand and extinial coul on this day of November A, D. 1986.

> Ragel J. Sond (Bonl) Botary Public

Received for Henord Nov. 19, 1988 At PIAB A. M. Reserved Dec. 12, 1925

Jounnatto Smith -- Recorder

#RROBED - #1.ES 1. A. a. w. no S. I. nowling of ux

400

FEB - 344 Bowling

THIS INDESTURE, made this 26" day of Cencbe by and babween S. A. nowling and Mary E. Be his wife of the County of Stark, in the Sta Ohio, partice of the firet part, and The O

rower Company, a corporation organized and existing under the laws of the State of Ohio, of the second part, Witnessern; 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 rece: which is haroby asknowledged, said purbles of the first part hereby grant, bargain, sell ver and warrant to the purty of the negona part, Ito encouneers and accident forever, a s of way and encoment with the right, privilege and authority to said party of the second its successors, assigns, Issues and tomante to sometrust, sreet, operate and maintain : or lines for the purpose of transmitting electric or other power and a telegraph or tele line or lines in, on, along, ever through or nerous the following described lands situs Paris Township in the County of Stark in the State of Ohio, and part of Section No. 19 1 No. 17 K and Range No. 6W and bounded; On the Age th by the lands of G. & R. Dager and th liq Mighway: On the East by the lands of Ohus. E. Kleite and Ohas. M. Unkafor: On the E by the lands of G. A L. R. All.; On the word by the Public Highway at al. Stickers I ar are attached hereto and made a part of this Agreement. This Encoment to for a pole line Grantee shall not suffer or permit any fence or gate opened by it to remain open, ner pe any steak to come upon nor escape from the land herein described through any fonce or gr od by it. Grantes shall immediately repair or rupines all fonces, gutes, drains and dit injured or destroyed by it on onid premises or pay Granter all damages done to the fence druips, display, brops and spock on the premises herein described, squeed by the sembles operation and maintenance of said lines. All claims for damages cauced in the operation

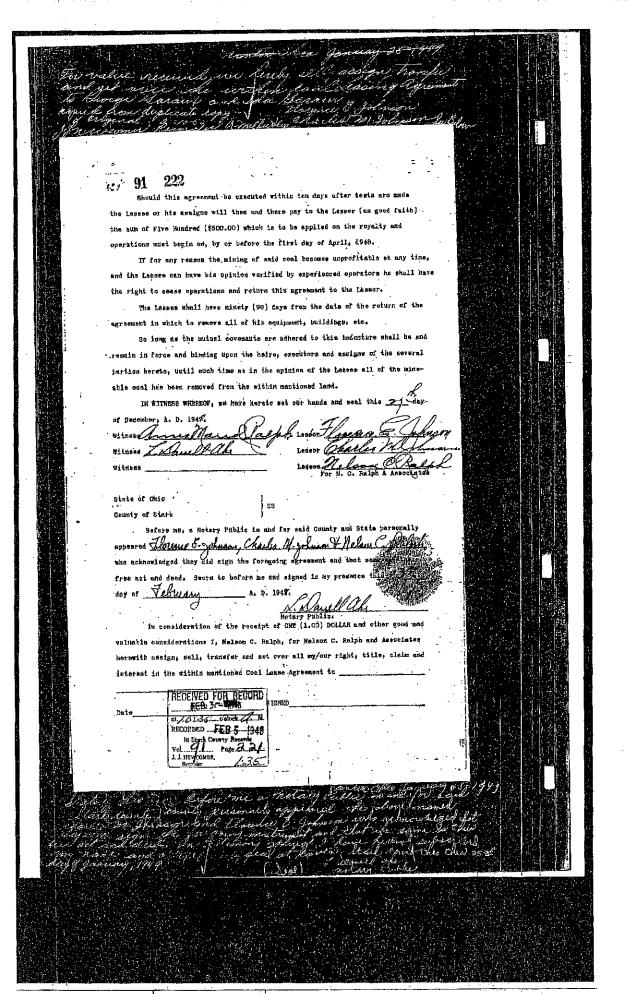
Yes, Life at lost to decks, Carriertes at los	438	تبطيق
154969 Name and Address	7/15/41 JB DB	
Princilla Russ	This Indentane, made this 11 day of March 19.41	
A. D. Vaynashire, bilo	by sed between Princilla Russ, and John Buss, her husband	
Em No. 20-0		
Мар же348		
Drg. No. 4181-949-D1		
"	his wifer (or unmarried) of the County ofShark, in the State of Ohio,	
MARS GO. ALDOL RE-151	part lessof the first part, and THE ORIG POWER COMPANY, a corporation organ-	
	ized and existing under the lows of the State of Ohio, party of the second part.	
of the first part hereby grant, successors and assigns forever, and part, its successor, assign wires for the purpose of fran through an error and also sho lands situated in	One Dellar (\$1.00) in hand paid to the part itself the first part by the party of the second part, asknowledged, and the cantemplated plan of furnishing service in the utainity, and part itself party in the party of the second part, its right of way and sasoment with the right, privilege and authority to said party of the second part, its right of way and sasoment with the right, privilege and authority to said party of the second party in the second party in the second party of the second party in th	
On the East by Janes of	nophland Acres.	
On the South by lainin of	Was Klonomen, E. M. Wilson, B. Long. Gondland Acres. Sr. Robertson, et al.	
On the Wast by Mile of	Wm. Nobertson, et al	
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tempor of said lines. All states is a second of said right said. The said right said said said said said said said said	note or replace all lences, raice, drains and dileter induced or distroyed by it on said precisions or pay Orantar se, distant, strong and stock on the promise hearth absorbed, cannot by the construction, operation and assistance of a said lines, which is made at it is direct of the Grantse ties, or said the direct of the Grantse and the control of	
On Pinus and to !  For Witness When first above written.  Signed and Acknowledged in the	Apil the same unto said party of the second part, its successors and easigns.  Court, the part_insof the first part h.0.5 therements set_therehand the day and year  Priscalls Rung  presence of:  Achar Rung	
O Minur and to the first above written. Signed and Acknowledged in the	Avid the same unto said party of the second part, its successors and easigns.  Sent. the part less i the first part h.0.25 here cutto set. Firsthand the day and year  Principlia Rung  Archa Runs  L	
O Maye aired to the White Blice that above written. Signed and Acknowledged in the B. F. Hochall.  E. K. Acknowledged.	Nold the same unto said party of the second part, its successors and easigns.  Conf. the part less i the first part h.0.2 Thereneth set. Eliste	
O Mayer aired to 1  Fir Witnesse When first above written. Signed and Acknowledged in the S. P. Horbole B. K. Johns.	Avid the same unto said party of the second part, its successors and easigns.  Sent. the part Lassi the first part h.0.25 hereunto set. Elista	
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O Mayer aired to 1  Fir Witnesse When first above written. Signed and Acknowledged in the S. P. Horbole B. K. Johns.	Avid the same unto said party of the second part, its successors and easigns.  Sent. the part Lassi the first part h.0.25 hereunto set. Elista	
Go Mayer and So 1  Fig. Witnesse When first above written.  Signed and Acknowledged in the S. P. P. Norinle E. K. Zelden.  THE STATE OF OHIO.  SEATE County, portons in and for sald County, portons	Avid the same unto said party of the second part, its successors and easigns.  CONT. the part less the first part h.0.25 hereunto set . Elicithand the day and year  Priscilla Runghand the day and year  Priscilla Runghand the day and year  Archa Runahand	
The Pierra and So is the property of the prope	Apile the same unto said party of the second part, its successors and easigns.  Coult, the part lessel the first part h.0.25 theretain out the the large less and year  Priscilla Rung  Aphn. Runs  Aphn. Runs  Robary Fublic  Ry appears the above named.  Frightlis Runs and John Runs  Add size the within instrument and that the same is \$185.25. free ask and large herealth as the principle of the free and offsels will not the large in \$185.25.	
The Pierra and So is the property of the prope	No. the part less the first part h.0.25 here to the first part part part part part part part par	
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The Mitnesse When the country of the	No. the part less the first part h.0.25 herenesses and easigns.  Frigoilla Rung  Prisoilla Rung  Acha Runa  Acha Runa  Robary Public  Robary	
Go Pieur ated & 2  Jet Witnesse When forst above written. Signed and Acknowledged in it  S. P. Morinde.  E. K. Johns. THE STATE OF OHIO.  SERTE Count before me. in and for said County, porteons who meknowledged that the deal in WITNESS WHEREOF, 1 A. D. 1941 My commission topics THE STATE OF OHIO.  Bufore mo. L. in and for said County, persons in and for said County, persons in and for said County, persons	Apli the same unto said party of the second part, its successors and easigns.  Cert, the part_issel the first part h.D.Y. other curto set theirhand the day and year  Priscills Rung  Aphn. Runs  Kotary Public  Ry appeared the above named	
Go Pieur ated 80 1  Jet Witness When first above written.  Signed and Acknowledged in it  S. F. Horinia.  H. Ka. Johns.  THE STATE OF OHIO.  SEARK Count Before me. t.  in and for said County, persona who acknowledged that Like shood.  IN WITNESS WHENEOF. I  A. D. 1941  My commission capires THE STATE OF OHIO.  Before me. t.  in and for said County, persona in and for said County, persona	Apile the same unto said party of the second part, its successors and easigns.  Cerf., the part lessel the first part h.0.25 hereunto set their hand the day and year  Priscilla Rung  Apha Runs  Apha Runs  Motary Public  Ry appeared the above named Religible Runs and John Runs  Y did sen the within instrument and that the same is their five act and have hereunto set my hand and official seal on this 11 day of March.  Bearly County, Ohio Religible.  (SEAL)	
But Witness When the state obey written.  Signed and Acknowledged in the Same and Same	Roll the same unto said party of the second part, its successors and easigns.  Conf. the part less the first part h.0.25 hereunto set k.162.7 hand the day and year  Priscilla Rung  Acha Runa  Acha Runa  Roberty Public  Rob	
Go Mayer and to 1  Fig. Witnesse When first above written.  Signed and Acknowledged in it  S. P. Moriolic  E. K. Zolden.  THE STATE OF OHIO.  SEATH County, portons  in and for said County, portons  who acknowledged that the in WITNESS WHENEOF, A. D. 1941  STATE OF OHIO.  Count  Before mo. 1.  In and for said County, persons  the STATE OF OHIO.  Count  Before mo. 2.  In and for said County, persons  who acknowledged that deed.  N. WITNESS WHEDEOF.	April the same unto exid party of the second part, its successors and easigns.  CONT. the part less the first part h.0.25 hereunto set k.162.7 hand the day and year  Priscilla Rung  Apha Runa  Lohn Runa  Roberty Public  Stark Coupty, Ohio  Roberty Public	
Go Mayer and to 1  Fig. Witnesse When first above written.  Signed and Acknowledged in it  S. P. Moriolic  E. K. Zolden.  THE STATE OF OHIO.  SEATH County, portons  in and for said County, portons  who acknowledged that the in WITNESS WHENEOF, A. D. 1941  STATE OF OHIO.  Count  Before mo. 1.  In and for said County, persons  the STATE OF OHIO.  Count  Before mo. 2.  In and for said County, persons  who acknowledged that deed.  N. WITNESS WHEDEOF.	Apili the same unto said party of the second part, its successors and easigns.  Cert. the part lessel the first part h.0.25 hereunto set their hand the day and year  Priscilla Rung  presence of:  John Russ  Robery Public  Response the above named Frightlis Russ and John Russ  Y did sice the within instrument and that the same is their five act and have herounts set my hand and official seal on this lib day of March.  Stark County, Ohio Retay Public.  (SEAL)  If appeared the above named.  All days the within instrument and that the same is free set and have herounts set my hand and official seal on thin day of the same is free set and have herounts set my hand and official seal on thin day of	
The Pittle Black of the state o	Apili the same unto said party of the second part, its successors and easigns.  Conf. the part less the first part however each think. I hand the day and year  Priscilla Rung  Apha Runa  Apha Runa  Roberty Public  Roberty	
Jon Pieur aind to 1  Jin Pittiers Whier interest above written.  Signed and Acknowledged in it 5. F. 10 ctn 1.  E. K. 10 ctn	April the same unto said party of the second part, its successors and easigns.  FRIENDLIE Rung  Prisolile Rung  Prisolile Rung  April Runs  April Runs  Friendlie Rung  Friend	
The Title of the country persons who acknowledged that the state of the country persons who acknowledged that the state of the country persons who acknowledged that the country persons who acknowledged that the country persons the state of the country persons the state of the country persons who acknowledged that the state of the country persons who acknowledged that country persons who acknowledged that the country persons the country persons who acknowledged that the country persons who acknowledged that the country persons the co	April the same unto said party of the second part, its successors and easigns.  FRIENDLIE Rung  Prisolile Rung  Prisolile Rung  April Runs  April Runs  Friendlie Rung  Friend	
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The Prince When the country persons to be called the country persons the country perso	April the same unto said party of the second part, its successors and easigns.  Cert. the part_issel the first part h.D.Y. Shereunto set their hand the day and year  Priscills Rung  Achn. Runs  Roberty Public  Roberty Publ	
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The Pittle Black B	April the same unto said party of the second part, its successors and easigns.  FRIENDILE That the dry and year  Princilla Rung  Princilla Rung  Anha Runs  Anha Runs  Kobary Public  Responses the above named.  Responses the above named and official seal on this little same is free set and have hereunts set by hand end official seal on this little same is free set and have hereunts set in the within instrument and that the same is free set and have hereunts set in the above named.  (GEAL)  Responses the above named.  (GEAL)  Responses the above named.  (GEAL)  Responses the above named.  (GEAL)	
Jon Physics 180 1  Jin Pittiers Blice first above written.  Signed and Acknowledged in it  J. P. Horinia.  Signed and Acknowledged in it  J. P. Horinia.  THE STATE OF OHIO.  SERTK Count  Before me. t.  in and for add County, persona  who acknowledged that Line should.  IN WITNESS WHEREOF. I  A. D. 1941.  My commission Expires  THE STATE OF OHIO.  Count  Before me. t.  in and for add County, persona  who acknowledged that deed.  IN WITNESS WHEREOF. I  A. D. 19.  Count  Before ne. t.  in and for said County, persona  who acknowledged that deed.  IN WITNESS WHEREOF. I  NY Count  Before ne. t.  In and for said County, persona  Who acknowledged that deed.  IN WITNESS WHEREOF. I  A. D. 19.  NY counties on expires.	April the same unto said party of the second part, its successors and easigns.  CCUT, the part isself the first part h.0.25 hereunto set their hand the day and year  Prisolila Rung  Apha Runs  Apha Runs  Kobary Public  Response the above named.  Response the above named internation and that the same is free set and have hereunts set my hand and official seal on this little same is free set and have hereunts set in the within instrument and that the same is free set and have hereunts set in the above named.  (SEAL)  Response the above named.  (SEAL)  Response to the above named.  (SEAL)	
Jos Physical Bo 1  Jist Pitter Blice first above written.  Signed and Acknowledged in it  J. P. Jordale  Signed and Acknowledged in it  J. P. Jordale  Le Ko Johns.  The STATE OF OHIO.  SERTE Count  before me. in and for said County, persons  who acknowledged that  J. D. 1941  My commission capires  THE STATE OF OHIO.  Count  Before me. in and for said County, persons  who acknowledged that  deed. IN WITNESS WHEREOF. I  A. D. 19  My commission expires  THE HTATE OF OHIO.  Count  Before ne. in and for said County, persons  who acknowledged that  deed. IN WITNESS WHEREOF. I  A. D. 19  My commission expires  J. WITNESS WHEREOF. I  A. D. 19  My commission expires  J. WITNESS WHEREOF. I  A. D. 19  My commission expires  Lossived for Beyord. at . 94	April the same unto said party of the second part, its successors and easigns.  Court, the part lessed the first part however the little	
Jon Physics 1814 18 1  Jin Pitticks Which first above written.  Signed and Acknowledged in it.  J. P. Jiofinia.  B. Ka. Johns.  The State of Ohio.  Seark. Count. Before me. t.  in and for said County, personal the saknowledged that.  JN WITNESS WHEREOF. I.  A. D. 1941.  My commission expires.  The State of Ohio.  Count.  Before me. t.  in and for said County, personal who acknowledged that the said County.  Before me. t.  The State of Ohio.  Count.  Before me. t.  In WITNESS WHEREOF. I.  A. D. 19.  My commission expires.  The State of Ohio.  Count.  Before toe, t.  in and for said County, personal who acknowledged that deed.  Witness WHEREOF. I.  A. D. 19.  Before toe, t.  In and for said County, personal who acknowledged that deed.  Witness WHEREOF. I.  A. D. 10.  My commission expires.  Journal of the said County, personal deed.  Witness WHEREOF. I.  A. D. 10.  My commission expires.  Hosewood for Beyord. at 94 Recombal in Deal Besords.	April the same unto said party of the second part, its successors and easigns.  Cert. the part lessed the first part h.0.25 hereunto set their hand the day and year  Priscilla Rung  presence of:  John Runs  Robary Public  Ry appeared the above named.  RY ASSILLS Runs and John Runs  y did sign the within instrument and that the same is their Fable.  Story County, Ohio Relay Public  (SEAL)  Ry appeared the above named.  All dign the within instrument and that the same is free act and have hereunto act in which instrument and that the same is free act and have hereunto act my hand and official scal on this tay of Robary Public.  (SEAL)  Robary Public.	
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Vol. 1237 Pg 527



138495 COAL LEASING AGREEMENT 91 221 For and in consideration of the sum of One (\$1.00) Dellar and other good and valuable considerations; which mum is herewith acknowledged, WE page, husband and wife residing at Hannahung, country of Stone State of Chic hereinefter designated as the Lessor and Helson C. Ralph and Americated of 315 Cole Avenue, North Canton, Ohio hersinafter designated as the Lascop do herewith execute the agreement shown in the Caption. The Laccor done herewith grant, let and lesse, for the of strip mining all the No. 5 and No. 6 vains of coal that may be mined by the trip mining method, underlying approximately ninety (90) acres, more or less of our land which is described as follows: Situated in the Township of Bandy, County of Stark and State of Chio, containing ninety and twolve one hundreth (90.12) acree of lend, and being the same presides conveyed by Warranty Beed from Priscilla Rides to Florence E. Johnson, dathed September 20th, 1947 had recorded in Yo. 1892, Page 324 of the Deed Records of Stark County, Chic. The Lances agrees to pay to the Lessor a royalty of Twenty-Live (25) cents per net ton of 2000 lbs.; for all coal mined and removed from the within mentioned premises. Buid hoyalty Payments to be made on or hefore the fifteenth (15) day of each and every month, for the previous month's operations. Operations to be continous, unless interrupted by fires, floods, strikes or other causes beyond the control of the Lagues. is Tt/Auderstood and agreed by both the Lessor and the Lesson that the lesses shell in my way be held limble for any demage to the surface of the land, either em or under same, or to the present water supply, and the issees shall have the right to build and maintain whatever roads or buildings that may be desmed necessary by the Lassee. The Lessee shall be allowed from and uninterrupted access to and from the property at all times during the life of this loseing agreement, and the taubec is permitted to enter is and upon said property for the purpose of testing the coal deposit underlying the land. The Lasses further agrees to pay the Lassor the sum of one (1) cent per ton of 2000 lbs, for all coal brought over said property of the Lerson from adjoining lands, separate in the parties hereto that learns shall have the right to soil, leave or uniterstood and agreed by the parties hereto that learns shall have the right to soil, leave or whall be removed by the person, firm or company to whom soid, leaved or otherwise disposed of at such time or times as may be mutually agreeable with the leaves herein taking into consideration the most advantageous and expedient mathods of removing both the said clay and most.

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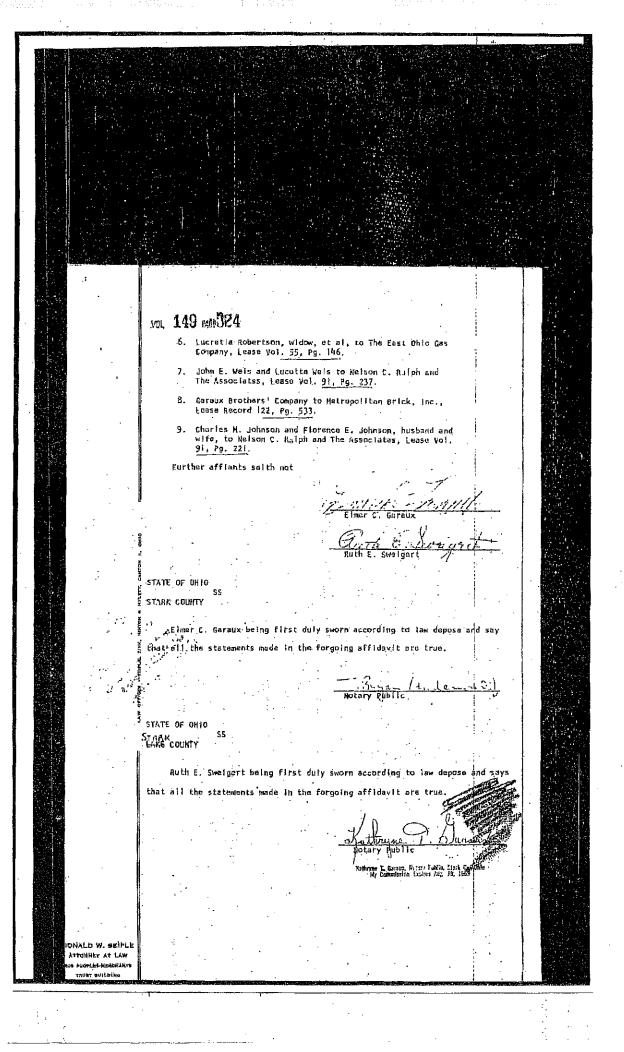
AFELDAYLI

Elmer C. Gardux and Ruth E. Sweigert being first duly sworn according to law depose and say that they did as trustees of George Garoux trust ecquire by Varranty Deed dated March 26, 1964 and recorded in Vol. 3005, Pg. \$25 of the Stark County Ohio Deed Records eighty acres of land being the westione half of the Northeast Quarter of Section 20, Township 17 (Sandy), Range 7 Stark County Dhio, 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 Chio, 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 Obio: wise by Warranty beed dated March 26, 1964 recorded in Val. 3005, eg. 529 of the Stark County Ohio beed Records, they did acquire title to bighty acres of land boing the oast one half of the Northeast quarter of Section 20, Township 17 (Sandy), Range 7 Stark County Ohio; also by Curtificate of Transfer dated March 30, 1964 and recorded in Vol. 3002, Pg. 592, of the Stark County Onto Deed Rocords there was transfered to these affiants as trustees under the last will and testament of George Garaux, deceased 1030.12 acres of land in the Horthwest 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 of minimum reputtius paid to them under the terms and provisions of the following flated leases:

- 1. James Carson to Beo. C. Rols, Lease Record 1, Pg. 488.
- R. E. Bowman and Hargaret Bowman, his wife, to The Natural Gas Company of West Virginia, Lease Record 31, pg. 84.
- William Kloppman and Elizabeth J. Kloppman, his wife, to the Natural Gas Company of West Virginia, Lease Record 31, Pg. 75.
- William Kloppman and Elizabeth J. Kloppman, his wife to Horry W. Shiltz and Howard H. Ronshond, Lease Record 72, Pg. 392.
- Frank Robertson and Lucretia Robertson, husband and wife, to The Natural has Company of West Virginia, Luase Voi. 31, Pg. 284.

BONALD W. SEIPLE
ATTORACY AT LAW
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RIGHT OF WAT	
le Por and in Consideration of One Dollar to hear? in hand	aid, receipt of which is hereby acknowledged; and
li Ror and in Consideration of One Dollar to next in name in the further consideration of mechanisms and per limit rod, to be not the Dollar (1.00) per limit rod, to be not the name of the Dollar (1.00) per limit rod, to be not the name of the na	1000000 100000 100000 10000 10000 10000 10000 10000 10000 10000 10000 10000 10000 10
Ide Geraux, a Midoni	
(hereinafter called the Grantot ) do on hereby grant to; THE OHIO (company); its successors and assigns, the right to lay a pipe line over as to maintain, operate without restriction or limitation, repair, replace and re-	more same, together with valves and other necessary
appartenances on hands in Kots NaMa1/4 Section 21	Sandy Township,
Stark County, Ohio, situated in Qr.	wp. No 10wiship No
Range No	aon .
" survey a straight and a straight "	1
On the South by lands of Canadilla_Hey	
The Germany Brothers Commany	A STATE OF THE PARTY OF THE PAR
and containing	right of ingress and egress to and from the same.
where risers with attached valves may become necessary, source of the Company shall pay any damages which may arise to crops and fence which may arise to crops and fence which was final removing of said pipe line. Said damages, if not makes	a from the laying, meintaining, operating, repairing, lly agreed upon, to be ascertained and determined by
three disinterested persons, one thereof to be appointed by the said Granton file Company, its successors or at signs, and the third by the two appointed to be final and conclusive. Phasebourpus processors are considered as the conclusive of the conclusive of the conclusive of the conclusion of the	MAN PANAMARINE DANGER SANDA SANDA SANDA SENDA
minuclines of optional and bestook and popular appropriate to a parameter and interest parameter and a parameter and interest parameters and a	in this transfer of the company may
replace or change the size of its pipes, without meeting on a street or may grise in making such change. Said pipe 1 no other enter the pipe 1 no other size of the pipes of	the above said premises at a point Windred SeventyFive feet West of the
on the South property line. Theree said pipe. Southeast corper of said farm. Theree said pipe. Ilminutes East's distance of Thirteen Hundred Pir. Degrees 37 minutes East to the North property.	line shall continue North Addagrass ty fast to a point, thence North Lie of said farm. Consequention
missibles of given tests convexit member opposite payment of x the modified as normally subjugated anyment is not play a tisk the processor of the play, without interruption to service, by may give in making such change. Said pipe line shall enter on the South property line, said point being Six Southerest corner of said farm. Thence, said pipe line the said pipe in the said pipe. In the said said the said pipe is not being six southerest said pipe. In the said said pipe in the said said from the said pipe line, shalk grass, and carried farm, the Company agrees to case said section of pipe line.	nd tiped for ingress and sgress to n of pipe and Shell hold the baid tage the heavy equipment grossing
and the second section of the second section for the second section for	Ton Gargux
by theck made payable to her order and mailed to he	T
In Witness Whetcol, the Parties hards have becomes set their hand	Onio.
In Witness Wheteof, the Parties hereto make herculto set metr sums.  Signed and acknowledged in the presence of:	Ida Garant X
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and the cities	Tol. 2.56 4 Pops / TE
STATE OF OHIO	ETHILITI E MOTTO
COUNTY OF Stark Personally appeared before mr. 4	Public in and for said County
The Caroux a widow	1754-77
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who acknowledged the rigning of the foregoing instrument to be the track and purposes therein mentioned.	Address act and deep or the
In Teclimony Whereof, I have hereunid sel my hand and affixed in	y official seal chis.
July 19.58	D. M. Come Commission of the C
	Wither & Mass 2018 8120
Motory fubric. Start County, Ohio  My Countribulus Paperes May to Ohio	A CONTRACTOR OF THE PARTY OF TH
My Commission Papers flay 1, 1959	
this instrument was prepared by	
THE OHID FUEL GAS COMPANY	

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2720 Pauldian no st		7	16651	4. vol 2179	∞:655
3720 Perkhill Dr. N. The Undersigned, Ruth G. S	W. Canton, Ohi Weigert, Elmer	.o 44718 C. Gareux, Tr	ustees:	George Gar	nuni.
Erms G. Karrer, Morle scheduler one or more, heldinater called tions, paid by ASHLAND Oil, a Replantable Ashkand, Kruticky, hereimfer called of General Murranty, must the said ASI to lay, maintaint, operate, truew, alter, in	J. Garaux Sr., Comport, in consideration MING COMPANY, a core	Eather G. See	Care of one Jon	oline G. Sn	ydor,
of General Watranty, unto the said ASIL to lay, maintain, operate, repow, alter, in	draintee", receipt of which i LAND OIL & REFINING ( oprove, protest, repoir and a	t hareby acknowledged, COMPANY, its surcrass emove a pipe line and	does give, grant rs and assigns, a sall processory eq	and convey, with or right of way and co- cirment and noncer	asenicht erenger
thereta, over, upon and across the follow	ing lands of the Grantos sits	ente la			<del></del> ;
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State of Ohlo			<u> </u>	stark (	County,
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H. Jr. & M. Rugani		·	on the	.South	i
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helps a right of way over the same lands t W111 of George Carsu			· · · · · · · · · · · · · · · · · · ·		<del></del> -
by Bend dated. Martch 25, 1957 Clerk, Returder, or Register of Deeds of reads, silerus, highways, rights of way and to and from said right of way and cases and the said within one red and p		11 Banes V 10		relation of the same of the sa	
for the consideration herein resided their at any time, to front time to time, to still all accessing equipments and apparent could be like to be laid, of the same and the grant of the said right of way as any way that does not futurine with the random hard by damages which may he tight the way that the property damages which may he tight be tested conferred.	succe thereto as it may deals ount paid for the right of wa	e slongside the first pipe ay and easement herein	ine inid, upon i kranted.	ne payment, for each	add-
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in witness whereof, Arthur Lewis	nave nertunto set i	my nanu amd ollicial: 1	gal on illis	_ uny ol	9
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he receipt whereof is hyroby neknowledged, done hereby mean, dennise and Jet rate of lead, and she said furct of lend four the purpose of operality thereoe. Ishin and priceleses convenient for conducting such entations, with the fustle of them, upon and from said tract, and to and from other lands, and venifying all n or upon wild intil by the Lessee at fixtures or as part of the cently, and off sais	unto the said Leaves, all the vil and gas in and under the following described for said all and gas, with the right to use water threafonn, and all other rights of transpuriting all, gas, steem, power and water, as afther or any trights to claim or hold any grouperty of improvements placed as specied if property and improvements may be recovered by the Leaves at any time,
thich tract of band is stients in the Township of	County of Stark
orth by lands of C. Bergert S. Kugler	*
net by lands of <u>Waynesburg Grove Co. S. R.</u> Sundy Greek R. Sickafooss	Cugler
/en by hade of R. Sickefcore Wm. Klopman	
ontaining232	OCICE MOTO OF ICE. BUI DE WELL
hall by desiled within 300 feet of the present buildings, unless both pur- rated SUGGESSONS. And assigns, for the term of twenty years from the da rated years and paying to the Lesson the unserlight (1/2) part or shows of the Lesson's except, and at the rate of FATEY 2, 10/100 [50,00] reduce only gas, so long and during the time the year observation shall be red deficient of free years per year forms said well are veils for the Lesson's use in his therefore the property of the Lesson and the same property are in the feet years and the same property of the lesson and the same property and phi, however, in the Lesson to be subject and without the production and to by point or or off the premises, to excite and facilitate the production and to be Lesson and the same the beautiful to be connected these for said true gas to be Lesson and the same to be subject and without the production and the point on or off the premises, to excite and facilitate the production and of set the mutant to measure the same.	to beceaf and as much longer as oil or me is found in paying quantities oil the oil produced and saved from the premises, delivered into pipe line
, they point on an off the premises, to secure and facilitate, the production and he Leurer shall at his own depends lay the connecting line for raid from gas to a of set the mater to measure the same.	temportation of all and gast or either. From any wells an the premises, such point as may be designated by the Lesson, and the Lesson shall furnish
Nothing bearin contained shall preven the Lease from elasting down, or f no other property out of and from any well or wells at any time.	
nd other property out of and from any well or wells at any time.  Luases to pay any damages to grawing order by reason of said operations.	•
The lesses agrees to bury all permanent pip	e lines helow plow depth, through tilinhi-
land.	A 4
PROVIDED, however, that this loan and agreement shall become mak and all be commenced on said promises within \$13 Konths [6]	d value and all rights hursunder shall usues and determine unless a well-
10 4 FOUL AGRU & 20/100 (14.20)	dellars in advance for each
distant Three months (3) such commencement is de	त्रीकृत्यां हे कार्रो
PROVIDED, torther, that in case the first well drilled on seld precident the id and all righes hereunder shall cease and determine unless a second well what	ll be non-productive, then this lease and agreement shall become pull and the commenced on said prophes within these months after completion of
id non-productive well or unless the Lesser shall pay at the rate of Four	rteen # 50/100 (14.50')
resols additions). Three months (3) the Said payments may be made direct to Lesson, or by Clank Check to the order	commencement of said sevend well is dejayed.
Frank Robertson	
silei to his P. O. address	R.D. 42
Ten days' green shall be allowed on all payments for delay in specialism here	
It is agreed that all terms and combitions bereef shall extend to and apply to treatively.	the botts, executors, administrators, successors and essigns of the parties
WITNESS the bonds and senie of the parties.	
Scaled and delivered in the Presence of	Frank Robertson     SEAL
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# ITS TITLE EXAMINING

FRANK ROBERTSEN	Instrument: Right of Way
UCRELIA ROBERISEN	Dated: 7-37-67 Rec for Rec: 8-10-07 C
H+W	Volume: 469 Page: 583
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DE Ohio Oil Company	Mitge / Judgment Amount:
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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, everbanging branches or other obstructions which may andunger the safety or interfere with the use of said phles or.fixtures or mires attached thereto or any structure on said premises and the right of ingrees and egrees to and over haid above described promises, and any of the adjoining last of the parties of the first part at any and all times for the purpose of patroling the line, of repairing, renaming or adding to the number of said poles, atructures, fixtures and wires, and for doing anothing necessary or useful or convenient for the enjoyment of the ensement herein granted, also the privilege of removing at any fine any or all of said improvements erected upon, over or on said line, together with the rights, easement, privileges and appartenances in or to said lands which may be required for the full enjoyment of the rights berein granted. Grantes will immedi ately repair of replace all feaces, gates, drains and ditches injured or dustrayed by it on said premises or pay Grantor all damages done to the feates, sand ditches, crops and stock on the premises berein 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, Bewark, Ohio, or mailed to F. O. Box 911, Newark, Ohio, within thirty days after such damages accrue. If Granter and Grantes cannot agree on the amount of damages, the same shull be arbitrated. Any trees out will be paid for by Board Measure, using Scribner's Lumber Hules, at the market price in vicinity, and this indenture contains all agreements, expressed or implicat between the parties hereto.

TO HAVE AND TO HOLY the same unto said party of the second part, its successors and wastgon, IN WITHESS THEREOF, the parties of the first part have bereunto get their hand the day and your first above oritten.

Signed and Ackybeledged in the presence of:

Helen Geiselman

Charence Kimble

THE STATE OF CHIC, EXPORE HE, a Notary Public, in and for anid County, personally appeared STARK COUNTY, 55: the above named Harold Cojectman & Helen Geigelman, who woknowledged that they did sign the within instrument and that the summ is their free eet and deed.

IN FIRMSS WHERLOF, I have hereunto set my mend and official seal on this 17th day of Gat-E. K. Johne, Estary Fublic.
Stark County, Ohio, my commission expires May 7,193
H.K. Johne (Seal)

Res/d for Records Oct. 31, 1936 porded: Dep. 11, 1936

EH a LIF

MARRIENT, Mr. Hillom Hobertsen 

FRANK J. SHISLER, Recorder, Eas. No. 25, Map. 80, 412 Rd Brawing Mo. A1019-E, 80 Ho.14151 RS83

William Robertson

THIS INDESTURE made this Fourteenth day of Ontober 1936 by and between THE ONIO POYER COMPANY das Robertson, Walter Robertson, Minnis Robertson, Hrs. Lucetta Robertbon Wais, John E. Weis, Mary E. Robertson Borman, Rosa C. Borman (Eusb. & Wives) of the County of Stark in the State of Chic, parties of the first part, am THE OHIO FOUR COMPANY a corppration organized and existing under the laws of the State of Chic, party of the second part. WITHESERTH: 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 marrant to the party of the second part, its successors and escigns forever, a right of may and assembnt with the right, privilege and authority to hald party of the second part, its successors, assigns, lessres and tempte to construct, erect, operate

Vol. 1183 Pg 59



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, ever, through or across and also along any highways as now or hereafter laid out, abutting the following described lands situated in Sandy Township, inthe County of Stark, in the State of Chic, and part of Section No. 22-20, · Township Bo...and Range Bo...and bounded:

On the Borth by the lands of R. L. Haum and Princilla Rues

On the Bast by the lands of Waynesburg-Grove Allet. and Martin Frank

On the South by lands of Martin Frank, Olin Mowls, A.R. Mlenn Co. D. H. & Lodenn Sickafooss

On the Fest by the lands of D. R. & Lodena Sickefoose, Ta. Eloppman

It is agreed that this line may be extended norms said land and to service additional quatemers.

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 authorised 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.

TORRIHER 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 mill, poles, crosserms, or fixtures and string wires and sables, adding thereto from time to time across, through or over the above described premises, to out and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, ony trees, overbenging branches or other obstructions which may endanger the aniaty or interfere with the use of said poles or fixtures or wires attuched therets or any structure on said premises and the right of ingress and agrees 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 patroling the line, of repairing, renewing or adding to the number of said polas, 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 impreve ements erected upon, over, or on said land, together with the rights,, easements, privileges and appartenuages in or to said lands which may be required for the full enjoyment of the rights bersin granted, Grantes will immediately repair or replace all fenous, gates, drains and ditcham injured or destroyed by it on anid premises or pay Grantor all damages done to the fenues, drains, ditches, crops and stock on the premises her in described caused by the construction, operation and maintenance of said lines. All claims for damages cannot in the operation and maintenance of said lines, shall be made at the office of the Grantes at 21 South First Street, Bewark, Ohio or mailed to F. O. Box 911, Bessrk, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall the orbitated. Any trees cut will be paid for by Board Measure uning Scribesr's Lumber Rules, at the arket price in visinity, and thee Indenture contains all agreements, expressed or implied, between the parties berete.

TO HAVE AND TO HOLD the same unto said party of the second part, its successors and assigns IN WITHESS WHEREOF the parties of the first part have hereunto set their hand the day and year

first above written.

SIGHED AND ACKNOWLEDGED IN THE PRESENCEOF:

John Simmer, at to 5,6,7,8

H. H. WoAllister us to 1,2,5,4

Donald J. Smith, as to 9, 10

H. K. Johns auto all

1. William Robertson

2. Zelma Bobartson

3. John E. Robertson

4. Glayden Robertson s. Felter Robertson

6. Minnie Robertson

8. John E. Weis

9. Mary E.Robertson Bown

10 Ross O. Bowman

THE STATE OF ORTO,

Before me, a Matary Public in and for eald County, personally appeared the ARK COUNTY SS

above named William Robertson. Zelma Robertson, John M. Robertson, Gladyes Robertson, who acknowledged that they did sign the within instrument and that the same is their free act and deed. IN WITNESS SHERMOF, I have becreate but my hand and official seal on this lot! R. K. Johns, Notary Public-Stark County, Oh; day of October, A. D. 1936.

my commingion expires May 7. 1938, H.K. Johns (Seal)

THE STATE OF OHIO.

STARK COUNTY SS: Before me, a Motery fublic in and for said County, personally appeared that above named Walter Rotertson, Minnie Robertson, Mrs. Lunetta Robertson Weis, John E. Weis, who acknowledged that they did sign the within instrument and that the same is their free agt and deed. IN WITHESS WHEREOF, I have berounte set my mand andofficial seal on this leth R. K. Johns, Hotary Public-Stork Count Chic, my commission expires May 7, 1938 H. K. Johns (Seal) day of October, A. D. 1936.

THE STATE OF ORIO

STARK COUNTY SS: Before me, a Motary Public in and for said County, personally appeared the above named Mary E. Aubertson Bosman and Ross G. Porman, who acknowledged that they did sign the within instrument and that the same is theirfree act and dees.

IN WITHERS MERREDF, I have hereunts get my hand and official seal on this leth day of Oct-

H. K. Johns, Hotary Fublic Stark County, Onic my commission expired May 7, 1938, H. K. Johns (Seal)

Received for Records Oct.28, 1936 at 1:15 P.M.

Recorded: Dec.11, 1956

HE : LEF

FRANK J. SEISIER, Recorder.

380803.......\$1.35

RASEMENT. Wiles O. Bordner Massillon Rd. Canton.O.

Eiles O. Bordner

THIS INDENTURE Made this 10th day of November, 1836 by and between

Franklin J. Bordnor (Deceased) by Miles O. Bordner (whose wife is in THE ONIO POYER COMPANY | domponent ) Verna B. Whitney, Widow, Waiter A. Sheilhouse, & Audella B Shellhouse, his wife of the County of Stark in the State of Onic, parties of the first part, and THE OHIO FOWER COMPANY a corporation organized and existing under the laws of the State of

Ohio, party of the Second part.

WITERSETH'S That for one Dollaro(\$1.00) in hand paid to the parties of the first part by the party of the menond part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing services in the vicinity, said parties of the first part hereby grant, barged sell, convey and warrant, to the party of the second part, its successors and assigns forever -ferevery a right of way and ansement with the right, privilege and authority to said party of the second part, its succommunity, panigns, lessons and tenunts to construct, eract, operate and maintain a line of poles and wire for the purpose of transmitting electric or other power, including telegraph or telephone wirks in, on, along, over, through or across and also slong any highers, as now or hereufter laid out, abutting the following described lands situated in Perg Township, in the County of Stark in the State of Oniv. and part of Section 12, Township Ro.10% and Range Ho. PW and bounded t

On the North by the lands of Grovemiller Allotment

On the East by the lands of Outlots #686,667 and 677

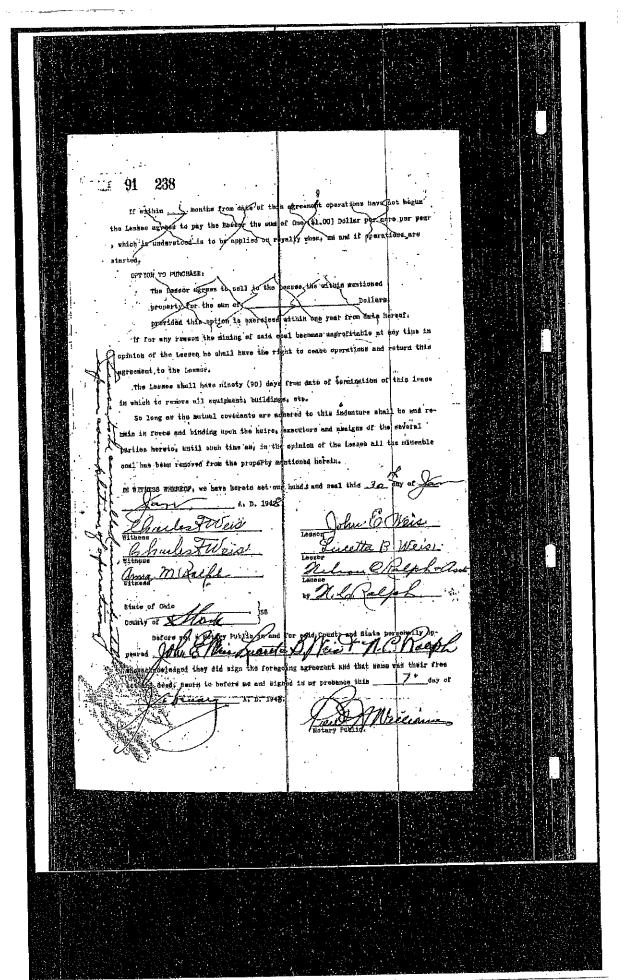
On the South by the lands of Caroline Figher

On the Rest by the lands of West Mauor Allothent #3

It is understood and agreed that this easement covers a strit 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 enstward and coexistens with the ensemens between

Int.

د 91 RECEIVED FOR RECORD FFR 9- 1948 # 10:51 RECORDED FEB 1-0-1948 138814 COAL TEASE ACREMENT For and in consideration of the sum of One (\$1.00) boller and other good valuable considerations, which own is betowith acknowledged LYE and State of Chic hereinafter designated so the Lasgor, and Melaon C. Kaiph and Absorbintant, 315 Cole Ave., North Canton, Chic hereinafter danignated on the Louises do belevith execute the agreement shown in the Caption. The Largor does herewith grant, let add lease to the Leases, for the purpose of strip mining all the coal that may be mined by the strip mining mathon underlying approximately 40 acres, more or leas, of our land which is denoroused as being located in the s to pay to the Lessor a Royalty of dentaper ton of 2000 lbs., for all coal mined and removed from the within mentioned lands. The Leades further agrees to pay to the Leasor the sim of the cant par ton (2000 the) for all coal brought over soid property of the Leeser from adjoining innes, provided a tipple is arecaid thereon. ROTALTY payments to be made to the Lessor on or before the fifteenth (15) day of each and every month for the pravious month's operations. It is further understood and agreed by the Londor that the lessed shall is no may be held liable for any damage to the surface of the land, either on or wader same, or to the present water supply , and the Leance shall have the right to build and maintain whetever roads or buildings that may be desced measurement by the said Lessee. The lesses shall be allowed free and uninterrupted access its and from the property at all times during the like of this leasing agreement, and the Lesses is permitted to enter in and upon said property for the purpose on testing the coal deposit underlying the land.



D FOIL RECORD GECEIVED, elclock M -----AUG 1 9 1950 In Stark County Records in course county the course in Course in the course in the county in the "Elmar G. Garaux", Promident and "Ermy Garaux Karrar" Maintant Sentstary and Treasurer who actionwhisegod the signific of the foregoing instrument is be the first fill the series therein mentioned, and the voluntary act and deed of baranx Brothern Company.

In Testimony Whereof, I have been to set in himsing affixed my official seal this.

B INSTRUMENT WAS PREPARED BY THE OHID FUEL GAS COMPANY

STATE OF OHIO

COUNTY OF Stark Personally appeared before me, a ...

of the Saxaux Brothers Company

ZRANCESTAND MENTAL PROPERTY AND A HERETONE AS 

in 122 me533

Rtun West - Natrofolding

HELD 1 1 1960

HELD 1010 FOR THE COMP

HELD 1010 July 12 1960

In Shine Bourly Hathards

Val 2 Roys 5 3

Transcript North Pole Comp

LEASE

14055

THIS LEASE made and concluded at Canton, Onto this 7th day

of July, A.D. 1960 by and between

THE CARALY PROTERTS CD., on Ohio perpendion, with its affice and principal place of business at Canton in add State, hereinster called "LESCO"

R D

NETROPOLIPAN BRICK, INC., on Ohis corporation, with its office and principal place of business at Cepton in said State, hereinafter coiled "LESSBI"

Witsesserd:

That the lesser, in consideration of One bellar (\$1.00) paid to it by the lessee, the tarelpt who red is hereby actnowledged, and in consideration of the educations, agreement and stignishings bereinster contained to be performed and kept by the lessee, and of the regulation to be paid by the lessee as metrinafter provided, does hereby let ould lesse unto the lessee at it at the No. 5 woin of they tereverable by the stripping proceeds in, where or upon the following described presisten:

Situated in the Township of Sandy, County of thek and State of Ohio, and known as and being the east one walf of the Mortheast Quarter of Section 20, Township 17, Range 7, containing eighty (AD) ares, cott or less.

TO HAVE AND TO HOLD the same, with the applicablence there, unto be indicate, unto the said leaves for and during a tree of the (4) years from the date of this instrument and so long thereafter as the say, 5 vois of clay shall be found in paying quantities.

ibsect rouchants and agrees with the lassor that it will pay said lessor as regulty the sum of Five (5¢) Conts per ton of two thousand (2,100%) pounds for all risy which it recover from anid premises. Lasone further agrees to pay lessor a optoice charge of luenty-five (25¢) Gents

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per ton of two thousand (2,000%) pounds for all ciny which is broadered by lessor and which lessue removes from anid premises. All of said clay removed from said premises shall be weighed and the aforementioned royalty and service charges due under this lesso shall be computed and paid for oh the basis of actual weight slaps, copies of which shall be furnished to the lessor by the lessee. All moins due the lessor for clay attipped and removed during each calendar shall be paid for by check mailed to the lessor by or before the 20th day of the next succeeding calendar worth.

Lessee further coverants aid defines with the lessor as

follows:

- (1) that it will use and occupy said pressince in a sale and proper manner and that it will conduct its attripping operations thereon in accordance with good attripping practice.
- (2) That it will pay all tures and assessments and public charges that may be levied, assessed or imposed upon the structures, on-charges and other equipment which may be realize the placed on said pressures.
- 13) That it will at ail these keep and maintain Industrial insurance on its employees; that it will industrial and save harmiess the lassor from any and ail claims, ilability, loss or decade to person or property which any in any way arise or grow out of its use of said premises, its removal of any clay from said premises and any not of the leader, its employees, agents, invitees or limbibases, and that it will at its own expense keep and maintain a policy of public liability or industrity in a responsible surety company outhorized to do business in this State and supply the leader with a copy thereof.

FOR AND IN CONSIDERATION OF WHICH, the leaser does hereby obvenint and agree with the leases as follows:

(1) That said lesses shall have the right and privilege to

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dig, strip and remove all of the perchantible No. 5 wein of clay in, under or upon the lands above described

(2) That the lesser be, and it hereby is, given the usual rights necessary or incident to the bining, stripping, removing, producing, transporting and preparing of the No. 9 wein of they on said premises above described, including the right to prospect, drill and test sold prepiases; together with all and singular the rights, privileges, licenses and easements necessary or incident or in any ways apportaining or necessary to the proper prosecution of the business of mining, stripping, removing, transporting and preparing of said clay, and also the right and licensat to water upon said premises at any and all times, and also the right-of-way for all mechaning roads and power lines, and the right to use said roads and power lines on said prealers, and the right to use no when of the surface of the promines as buy be noreseety in secring said risy and depositing the refuse thetetros, and the right to erect on said provides such buildings, structures and fixthers as may be necessary by incident to the proper prosucution of the bisiness of mining, stripping, removing, producting, transporting and proparing of said tiny.

(3) That the lauses be, and it hereby is, given the right to rupture the surface of the problems above described at any and all places, and that said lesses shall not be liable to the comet of the nurface or any tenset or say other person for any damage to the surface of said lands nor for the destruction of removal of trees, rrops, ditches, fances, lands, springs or other cases whatevever, and that said lessor hereby waives and releases the larges from any and all liability for desirings resulting from the removal of said clay.

(4) That at the expiration of this least, the lease shuft have the right to remove I to marrimery, equilment out buildings from and promises.

(b) That the tessen be, and it hereby is, given the right and privilege of egrees and ingress over such other lands owned or lessed by the lessed in proximity to the lessed the proximity to the lessed, together with the right to cross and re-cross and londs and the right to use all reads on this lesses is order to strip, had and recove clay before the terms of this lease.

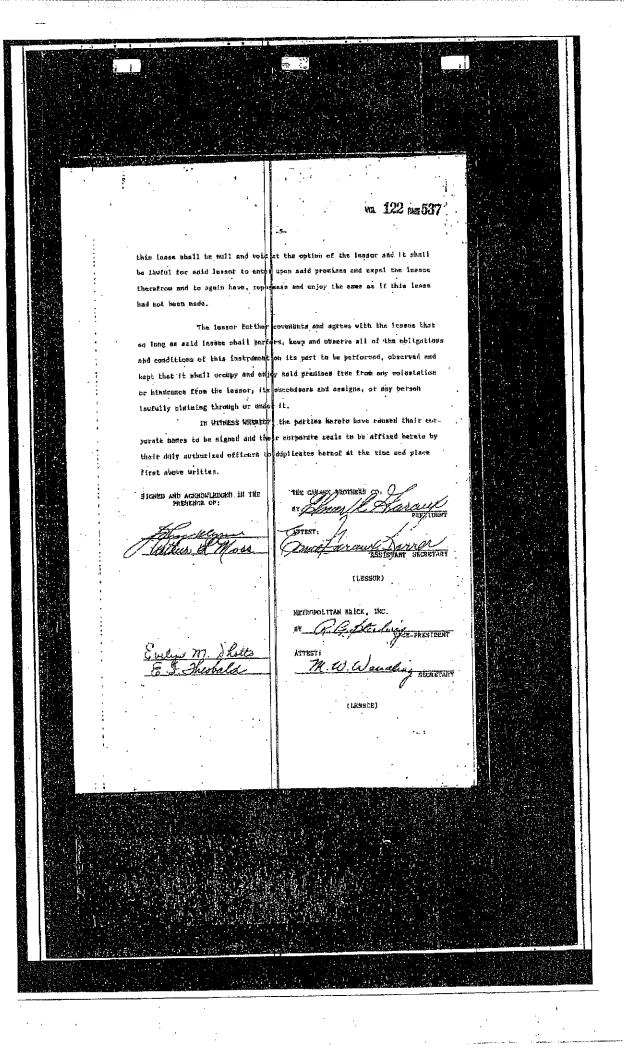
(6) That said exemises are free from any and all encombitances, excepting a certain I sace granted by Lacratic Robertson, et al. to The East Dhio Gas Company ander date of June 19, 1933 and recorded in Volume 35, Page 146 of the Lean Recorde at State County, Ohio, and subject nise to a certain right-of-way granted by Frank Robertson and wife to The Chid Dil Company under date of July 27, 1987 and recorded in Volume 465, Page 583 of the Stark County Recorded, 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 seconded in Volume 1853, tage 39 of the Stark County Deed Records; and that it has good right to make and execute this iesse.

if is Hurwaily Agence by and between the parties served de Egliova:

(1) That will of the greats, conditions, terms and provisions of this lease shall inute to and the binding upon the successors and assigns of the parties harato, whather herein so expressed of bots

(2) That if the icomes shall fail to pay any of the royaltion of service charges at the time, or within thirty (30) days thereafter, in the mander hereinbeford provided, or shall tail to keep of perform any of the covenants and agreements on its part to be kept and performed hereunder, or if said instance shall be adjudicated a bankrupt or shall file a petition under Chapters Nor XII of the Bankruptcy Abt, or shall make an essignment for the benefit of its creditors, thus and in any of such events

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STATE OF CHIO )

STATE COLUMN )

Before we, a Notary Public in and for soid County and State, personnily appeared the above named BLHER C. GARAUX, President, and ERMA CARAUX KARRIER, Aget. Secretary,, of The Carally Brothers Co., the corporation which executed the foregoing instrument, who asknowledged that they did sign and send said instrument as such officers in meball of said corporation and that said instrument is their free act and deed individually and as such utilizers and the tree that corporate act and debd of asid The Caratis

IN TESTIMONY WHEREOF, I have becaunto set my hand and active my official soul at Cabbon, this this The day of July, A.b. 1950

RTARK COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared the about mass R. G. STERLING, Vice-President, and M. W. WENDLING, Secretary, of Metapolitan Bilek, Inc., the corporation which executed the torngoing instrument, who acknowledged that they did sign and seal baid instrument as such officers in behalf of said optporation and that said instrument is that free act and deed individually and as such officers and the free and despotate act and deed of said Hattopolitan Brick,

in Testinons Thereor, I have becomes set my hand and affixed phio this 722 day of July, A.b. 1960 my official Heal 4t Canton

THIS INSTRUMENT PREPARED B

## ITS TITLE EXAMINING

JAMES CARSON	Instrument: LEASE
NO MORFIEL	Dated: 5-/3-872 Rec for Rec: //- 22-/87
	Volume: Page:
то	Imaging No:
SEORGE C. REIS	Mitge / Judgment Amount:
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THE LIABILITY FOR THIS SEARCH IS LIMITED TO THE COST OF THIS SEARCH





Steinart : Makerian & Blan Diake William , Beacher of the second part to Het & first the said A. Holly , siculy agrees . It do and junform . the omellow and Things following to whit in he agreed to give grant and Land the right of way though his land, communaing at the south Boat . corner of scalin theofy in Bilantomship start boundy the , in ming rest along the county-line, secretic at instancts, the word, recovery north through the said I I Helly & land I the said read or night of ring to not be less than one ordered with I to the said faction of the decemb fait. And the faster of the second fait herby agree to do and Referent the matters of thing " following (as exceeded the for said leave, of right of way & to Net May agree to pay, the said for help at the water of me hundred dollars he save for all land, respected for said Book by them. They were agree to freed and therefore in said. rejeate, a good a sufficient ofma along the mostic leve of Sand to send the strong a sea agree to give the said J. J. Helly the its intege of using and read, also hiplan agents at the cost and of the read. Should be hereby he drive to to do , ... Tow the said Jil Helly also agrees that , their laid parties of the second fait without hold said right of may to long as they shall worthly, with the weller agreement. The Erich J. F. Welly, .... of the first part also agrees to the power repair , the foren along the suthing live of said road and leuturny want son hours 36 Ant I home Shings danatol ly J.S. H. 1570. Had good Aleard Nov. 19 1818. Herroled, Nov. 47 1872 9-18-67 Lee Val 149 Orga 323 afficien Agracount reads the 12th day of story Al 1872. . Ohio. of the first few and heary to Place of. New, basts, Saura, Courty, Strata of Voursyllanin .. of the second frash Indimenth That the daid frasher of the first finds is . Consideration of the dollar to bear on branch fraid . the precept of which is hereby, asknowed pod and in correctioning the comments hounington, contained to be furformed by one of party of the decreed hart, by these thresents the grant hard aim bell and coming units lack houly of the agence part, his him and ansigno, all the coal. es in or, limestone. The clay . Oil and other trumate in that certain that

of land sheated in sously turnship stack, county a and state of the hering the Mouth Back describe of Scalin 20 lows whip 14 , a ange 1 Contains Dogether with all the rights and printers, upon sai and delet me en any and enveronment , for the comming . securing removing the said Teaconnais, se, from said land and other lands. encluding the right of defaulty thereon small and refuse, or for meaning activity of the sonaldualine rolling dard fasty of the mound hart howly, commands and agrees to pay the said first funt, director of and or anchi amy 3340 poureds of Townhardable buint; come, one, and offer lives for each plan of 2541. family of June hartable derressed and and ghow cento for Back dong sign founderf limestone, and five cents for back, den 18, 2240 from the of the lay inwend and reserved from and land to be settled and fined for score a meally. on the first days of Janua and July, and to give said foret posts the one touth of all the Palan out of said land, to be delivered an farrely guessished by said for harting . The servens were characterist by and the inches , the securings to belong to Second faity. . Said Swend fraity feel there us rese with one your to commune mening said and , on limition, the day, at a other. remember, and thoughter to treine morninally from dand land weet has the officer furnished bons of said commission, or to fear at the rate aforences for so milet. such hay muster homeon made in excess of the dreamity minist in rong year 18th applied on the Henry of Same over dairl aluantiff. Oromed thing At is further agreed that if out any time on the openion of the downal houly thus is not will. ore, limitsus, with or, other comminds are said land sufficient in alreadily or dreatily to Justify the coining or taking out of the Same. Said Sound finily, crowy, abandon the Same, and this so-dulte Shall become aruse and wride and oren sauce. of action shace thington ... a course to within treaty, and three for soid second party may recover all information made by him from Said promise and we the south of Twanfresting taid lands , and finding over commines in durably to play their tails decord party to close up. Offerings drade, and on eace can he soney much for his own were four fait fait . In case to share no concer we. party arriging the lease, the arriging alone that he hable for the con herein anade by said deemed party webs case daid deemed facty or les exercis fail to anata the payments herein before the putated, for the person of say reconstra , and the service were veriling , so personally derved to fray lither. barner, said payments having been descrat the trine of the service of mich notice, the contact shall become, onell and mide, and no right that name to extrem parties strede it is also herely agreed and under stood that when the said grains barren . has furalined said presents from I. 2. Included and rows. E. J. stectores by withles of agreement ... according to the lime of agreement there there agreement to be write . In tempor to be ent, her destination of Vernority by the dairy strends harbies. Due listing whereof the said parties have humanter but then hands, and state the day and year above written. Signed Scaled and descond in presence eljer. 6. Hunj John foring oof Int Chronice stamp canceled by too 6 8. my 101 tait of their bound of barrets. Sumobif of Brown - as

On this 18th day of May - N. 1822 before on a willies of the Base, in and for daid onedly ferwally Carry Jones Entern, above cranical representation the Signing baling and bytese of the foregoing unistrument to be die waterday, act, and alcoh for total of the foregoing was branest locks due to tember and freisposes therein " marilioned thereinthe and desire the same may be recorded as become when the day and grand problems of how how hereast test ony hand orient state the day and grand gra ) wilie of the . Its dute this 14 day of Timy tope between . Shows markly of the first fast, and Patrick. of the second fast netwant. But the party" of the flist fast, agrees to dase his coal busto Dr. Wu hard , for the town of the fleon , pass , at the following rates to The party of the second parties to pay here theirly cents far Low, for of the second part all the Fricker Mussary at the Boak for foods to furt with. The fraily of he first is her. I funish at the trinter necessary to make what arved abiff the farly of the drende part and . Quay . Quel . the party of the seconds part to pay for the rig of the same. The facty of the deemed part is to have francis of pressing sep such brieflings, as may be oraning their soon convenience for mening the facts of the seconds. art is not allowed taken any desorderly funeration beared on the work but is to have corne dout great. the second part is to de the wife to the party of the first part peache preserving of the works at the ly preation of the above married term .. If i return where goods we feet and hands were what the day and date above institute Chu. Starlin Her for Occard Hor. 45 th 1872. Honodest Acc. Q'no, 11/4 ....

WITNESSETH The	R.E. Bowmen and	16 day of January A.D. 19 24  (Argoret Bowson, his wife.
		Letter.
in consideration of Of	No	Jollatin
paid by	The Hatural	ORE COMPANY OF MOST VITRILIS.  and demise and let unto the said Lessee, all the all and gas in and under the following described to personing theretoe for said oil and gas, with the sight to use water therefrom, and all art ont, with the further rights of transporting all, gas, steam, power and water, or either or must, and watting all rights at claim or hold any property or improvements placed or a creative really, and all and property and improvements may be removed by the Lessee at any time.
the receipt whereof is here	y test of project non march to	t operating there are for anid oil and gas, with the right to use water therefrom, and all other provided the second water, or either or a
rights and privileges conve	micht for conducting such operall	one, with the lutther rights of transporting out har properly or improvements placed or creek
in or upon soid hand by the	Leaves ne fixtures at ne part of 1	to really, and all said property and improvements may be removed by the correct in any on
and the same of land is signed	to in the Tuwnthin of	Billion - Charles - Charles of the Control of the C
and State ofD	hloand	is bounded and described as follows, to-wite
North by lands of	Sickatodas	н. Соврят Ул. Кіордан
East by lands of	N <sub>1</sub> William	N. POWDAR
South by lands of		Ala Millian
West by lands of	10UU alienter	neres, more or less, but no we
containing		To have the game uste and for the use of
ahall to drilled within 351	BBOTS	migr process point parties consent the march leavest pe will be got is found in paying quantile
Lessen LTB	and hadges, for the term of tales	by years from the ante detect and produced and saved from the premises, delivered into pipe i
thereout yielding was hold	fifty & n	0/100 (50.00) dollars for each three months, for each well which a
Brailuce and ant to jour	and during the time the gar the	refrom shall be sold by the Lesses for use off the premiers. And the Lessor may have 1994
cubic lest of free gas per	year from said well or welfe for it to lone produce more nos then the	he Lesser's use in his operation thereon. Any gas used by the Lesser is excess of said 150,1
cubic feet par year shall b	e paid for by the Lesser at the p	recalling rate charged domestic consumers by the Leanes at the time state gar at the ad-
at one point on or off the	e premises, to secure and facilitate	e the production and transportation of oil and gas, or either, from any walls on the promi-
The Lesiur shall at his ow and sat the meter to mens	on expense by the contracting line	ings, unless both parties consent thereto. To have the same usto and for the use of (D)
57 de 1 1 1 1	to A Audit recovered the Language from	n shalling down, or from abandening one well, or from pulling and remoting the tutting, ear
one other property out of	ond tiem dal men or meter er un	, title
<u>he lesses agree</u>	s to bury all pared	nent pips lines below plow depth, through tilinble 1
		The state of the s
PROVIDED, however	r, that this lease and agreement	shall become null and void and all rights hereunder shall cease and determine unless a the [6].  Irom the date hereof or unless the Lesses shall pay at
shall be commenced on se	id premiere within 51.26.4090	(TES LO.)
1010 ofB1X	and 25/100 (6.26)	
additionalthree_	months (3)	h commencement is delayest and
PROVIDED, further,	, that is once the first well drilled also and come and determine and	in a side parmines shall be non-productive, then this leave and agreement shall become coll.  In and parmines shall be commenced on and premises within three months after completion are a sacred well shall be commenced on and premises within three months after completion are a second or an are second or and premises within three months after completion  or a second or a secon
A Caranta	وأللا فوجود المرام ممتحي فيطاء ومراديين	- rate of 81X of 4011UV \ 0.5 AD 1
	-aa maytta (3)	the enginescoment of this record wen in many we.
the exert souldaile	he made elimes to Lasses, or by I	lank Cheek to the order of R.E. BOVMAN
		7.D12
if is ubtreen that our m	SLIGH BATT EDITORISH PRICES THAN 4	stend to and apply to the heirs, executors, administrators, successors and assigns of the par
	and senir of the parties.	
WITNESS the hands Besled and delic	vered in the Presence of	F. F. POYMUL [SE
WITNESS the hands Besled and delic		E. E. POYMUL ISE
WITNESS the lands Seeled and John John H. L'oz	rered in the Presence of htmossery	E. E. Royman [56
Witness the lands  Bested and John John H. Box  Joneph A. T	rered in the Presence of TROBETY Ready	E. E. Royman [se
Witness the lands  Bested and John John H. Box  Joneph A. T	rered in the Presence of htmossery	E. F. Royman [se Larraget Bowman [se
Witness the lands  Bested and John John H. Box  Joneph A. T	rered in the Presence of TROBETY Ready	E. F. Royman [se Larraget Bowman [se
Witness the lands  Bested and John John H. Box  Joneph A. T	reced in the Presence of Atromery	E. E. Boymun [SE  Karrafet Bowman [SE  [SE  [SE]  [SE]  [SE]
WITNESS the lands Seeled and delle John H. Ror Joseph A. T	rared in the Presence of Action of the Control of t	E. E. Royman [55]  Larraget Boyman [65]  [55]  [55]  [56]  [56]  [56]  [56]
WITNESS the lands Scaled and Julia John H. Mor JORETH A. T	reced in the Presence of Atromery Ready	E. E. BOWMUN   SEE
WITNESS the lands Scaled and Julia John H. Mor JORGED A. I	reced in the l'resence of ltgrowery Ready ALLANDER ALLANDER ALLANDER B. Thu on this	E. E. POYMBIL [55]  KONGRET BOWNSON [65]  [55]  KNOWLEDGMENT—PENNSYLVANIA  dey of A. D. 192, before me. s.
WITNESS the lands Scaled and Julia John H. Mor JORGED A. I	reced in the l'resence of ltgrowery Ready ALLANDER ALLANDER ALLANDER B. Thu on this	E. E. Boymun [55]  Larraget Bowman [66]  [56]  [56]  [56]  [56]  [56]  [56]
WITNESS the lands Scaled and Julia John H. Mor JORGED A. F.  STATE OF PENNSYLVA UE IT REMEMBERE In and for said County, p	ACCOUNTY OF	E. E. ROYMUN [55]  KONROTET BOWNOD [66]  [52]  [52]  KNOWLEDGMENT—PENNSYLVANIA  day of
WITNESS the lands Seeled and delle John H. Box JOSEPH A. T  STATE OF PENNSYLVA UE IT REMEMBERE Is and for seid County. p	ACCOUNTY OF  D. That on this creanably appeared the above nan	E. F. Poymen [SE  Kennet Bownen [SE  SE  Knowledgment—Pennsylvania  dey of A. D. 192, before me. s.
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WITNESS the lands Seeled and Jelle John H. Mor JORETH A. I  STATE OF PENNSYLVA  BE IT REMEMBERE In and for said County, p	reced in the l'resence of  Itrome Ty  ROAD Y  AL  INIA, COUNTY OF  De That on this  Inia on this above man  In the the part	E. E. ROWING II [SE  KIN KRO FOR BOWNSON [GE  [SE  [SE  [SE  [SE  [SE  [SE  [SE
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### 82- 17351

#### AGREEARET OF LEASE

# IVOL 48 PAGE 42

This agreement of lease made and entered into at Magnolia, Ohio, this 29 day of March 1982, by and between Magnolia Mining Co., a corporation hereinafter referred to as Landlord and Smith Evergreen Mursery, 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 Oblos

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 promises:

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 seme at an Iron pin marking the couthwest corner of said Northwest Quarter Section No. 20: this point also marks the true point of toginning for the tract of land herein conveyed;

Thonce 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 Cacton-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 249.35 feet for a distance of Four Eundred 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 Elphty-eight and elpht tenths (708.8) feet to an iron pin on said line and point of

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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 lens.

#### 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 teing 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:

Bituated 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 acrenge to be further designated by certain tract maps attached heroto 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 approximataly 75,000 trees more or less.

## TERMS OF LEASE

This lease is for a tarm 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

(2)

shall be null and void in its entirety.

### 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 tanants 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 hervest 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 sufficent 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 hefore being in violation of the lease agreement. Failure to compensate the landlord within Thirty days of the default notice shall cause tormination 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 soley 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 500,000 BT 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) NUTUAL COVENANTS

The parties hereto mutually agree that, in the event of loss to trees by fire or disease to the extent that this lesse be no longer profitable to the tenant then upon written notice to the

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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 And day of Dearels 1982.

IN THE PRESENCE OF:

Magnolia Mining Co.

P. O. Box 329 Canton, Ohio 44701

IN THE PRESENCE

Smith Evergreen Nursery, Inc.

9260 Bachelor Rd. Magnolia, Ohio 44643

THE STATE OF OHIO

STARK COUNTY

Before me, a Notary Public in and for said County, personally appeared the above named MAGNOLIA MINING COMPANY, by FRED C. LOOMIS, 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 ect and deed of himself personally and as such officer.

IN TESTIMONY WHENEOF, I have hereunto act my hand and official seal at Magnatia, Ohio this 29th day of march 1982.

THE STATE OF OHIO
SS:
STARK GO'NTY

IVOL: 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 bimself personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Magnais, Ohio, this 29th day of March, 1982.

Betty Jane Kampher

THIS INSTRUMENT WAS PREPARED BY D.M.C. ACL SMITH.

BESTY JANE KAMPTER Notary Public, State al-Ohio Ny Commission Engage Cel. 15, 1985

RECEIVED FOR RECORD
SEP 1 - 1982

at / 24 of clock / M
RECORDED 2 1982
In Stark County Officel
Records
Vel Page 42
PUBLISHER HELLHETH 9.00

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VOL 1241 PAGE 915

RECORDED THIS DATE JANE VIGIOS TAKE COUNTY RECORDS

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## 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:

Ciolay 1

Dy.

Fred Loomis, Jr.

MAGNOLIA MINING CO.

ВУ

SMITH EVERGREEN NURSERY, INC.

James S. Snith

Steven P. Schever

MOEX MESCAP FREF COMETO

344

STATE OF OHIO

STARK COUNTY

Before me, a Notary Public, in and for said county and state personally appeared MAGNOLIA MINING CO. by Fred Loowis, Jr. and who acknowledged the signing of the foregoing instrument to be their free act and deed.

SWORN to before me and subscribed in my presence this 16th day of March 1992.

JANE CROSKEY

STATE OF OHIO

NOTARY FUBLIC, STATE OF OHIO MY COMMISSION EXPIRES JULY 11, 1996

STARK COUNTY

Before me, a Notary Public, in and for said county and state personally appeared SMITH EVERGREEN NURSERY, INC. by James S. Smith and acknowledged the signing of the foregoing instrument to be their free act and deed free act and deed.

SWORN to before me and subscribed in my presence this  $\underline{\phantom{a}}$  16th day of March 1992.

TARY PUBLIC

JANE OROSKEY

NOTARY PUBLIC, STATE OF OHIO

MY COMMISSION EXPIRES JULY 11,1996

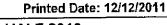
Prepared by: JOHN M. ICNNO, Atty. Suite 300 - 111 2nd St., N. W. Canton, OH 44702 (216) 456-2300

VOL 1241 PAGE 917

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Stark County Treasurer 110 Central Plaza S. Suite 250 Canton OH 44702-1410

Email: Website: treasurer@co.stark.oh.us www.starktaxes.com

Website: Phone:

(330) 451-7814

Fax:

(330) 451-7815

Office Hours:

Monday through Friday 8:30 A.M. to 4:30 P.M.

**DUPLICATE COPY** 

WASTE CONTROL SERVICES INC

578 W MARKET ST AKRON OH 44303

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	Patrice.	Appraised Valu	ė E
Gross Rate: Effective Rate:	73.20 51.84	Land: Improvement: (Bidg) Total:	71,700 1,400 73,100
Distribution		Taxable Value	15.65
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	and the second s	

Ohio Revised Code 323.121 requires a 10% penalty to be added for any payments dated or postmarked after the due date.

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

Taxes Due

TOTAL TAX:

0.00

0.00

AMOUNT DUE:

all 2010 paid

596. 27 per /2

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

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WASTE CONTROL SERVICES INC 578 W MARKET ST

AKRON OH 44303

**DUPLICATE COPY** 

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1 Typi 1 ULL	Payments
Tax Yeer 2010  Tax Pancel ID 6100253  Status PAID IN FULL BILL STATE 20107176485  Alert Code Warning Code Uncollectable Uncollectable Billing Code SINGLE Property Type REAL PROPERT Tax Lien Code	Related Bills Tax Information    Beceipt Number

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Stark County Treasurer 110 Central Plaza S. Suite 250

Canton OH 44702-1410

Email: Website:

Fax:

treasurer@co.stark.oh.us

Website: Phone: www.starktaxes.com (330) 451-7814

Office Hours:

(330) 451-7815 Monday through Friday

8:30 A.M. to 4:30 P.M.

**DUPLICATE COPY** 

WASTE CONTROL SERVICES INC

578 W MARKET ST AKRON OH 44303

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	<b>建设工</b> 金	Appraised Val	ue 🔭
Gross Rate: Effective Rate:	73.20 51.84	Land: Improvement: (Bldg) Total:	33,200 0 33,200
Distribution		Taxable Valu	<b>e</b> ;
County:	0.00	Land:	11,620
Township:	0.00	Improvement: (Bidg)	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

Return By Due Date To: Stark County Treasurer 110 Central Plaza S. Ste 250 Canton OH 44702-1410

061024337000000000000

Messages
FOR HOMESTEAD EXEMPTION IF

Printed Date: 12/12/2011

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.

Taxes For: SECOND HALF 2010

DUPLICATE COPY

-Taxes Due⊪

TOTAL TAX:
AMOUNT DUE:

Due Date: 7/20/2011

0,00

all 2010 pail

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WASTE CONTROL SERVICES INC 578 W MARKET ST AKRON OH 44303

**DUPLICATE COPY** 

Update Bill Refund Remainder Geitlig Beimquent	Set bill Months  OK   Parcel  Chear Bill Months  Enter Eu Annx  Cash Drawer	Monte Contract Plan	Scan UCR Trepaymen. Scan UCR Trepaymen.  Scan UCR Editiects  Payment	Select Payment to Print Duplicate Receipt Pint Duplicate
2 Corrected Bill   No Mail   No Mail   Student   Plan   Student   Plan   Student   Est. Advance: Payment   Plan   Advance: Payment   Plan   Pl	Delinquenth   Delinquenth	Tool Comment Comment Comment Comment Comment Comment Comment Comment Miscellaneous Porment Comment Com	作用道。 10.00000000000000000000000000000000000	Late, Pagment Bill.
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CURRENT BILL  Type REAL PROPERTY  Type Adjustment Year	Billed Date Jan-05-2011  Original Due Date Feb-16-2011  Due Date Jul-20-2011  Interest Stop Bate Last Payment Date Jul-20-2011  Cert Delig Date	Unpaid Bills Count	Raymer Date Mettods Jul-20-2011, LOCKBOX Feb-16-2011, LOCKBOX	Add Prepayment:
110 FULL		T L installments Payments Resi	Transection Diate	Mulitple Payments.
Tax Paice ID 6102433  Status PAID IN FUL	Bili Number/10 20107189367  Alert Code  Warning Code  Underverable  Uncollectable  Billing Code SINGLE  Property Type REAL PROPI	Tax Lien Code Annexillo Distinct Relation Bills Tax Information	H Ecclistinamber	XIII SE

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	1	<b>)</b>		W representation and the second	Jan-05-2011 💌	Feb-15-2011 👻	Jul-20-2011	F						Adjustments	Prepayments		102 Rollback 2.5	\$30.12	\$30.12						
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	2010	33	The state of the s	PAID IN FULL	189387	The state of the s					REAL PROPERTY	The boundary of the second					Homestead	\$0.00	\$0.00						
: .	Tax Year	Tax Parcel ID 6102433	A Landau Company of the Company of t	Status PAID	Bill Number / 10 20107189387	Alert Code	Warning Code	Undeliverable	Uncollectable			Tax Lien Code	Annes to District	Tax Information	Related BIIIs	Installments:	Sexe_ soig	\$425.29	\$425.29			To the second se			



Stark County Treasurer 110 Central Plaza S. Suite 250 Canton OH 44702-1410

Email: Website: treasurer@co.stark.oh.us

Phone: Fax:

www.starktaxes.com (330) 451-7814

(330) 451-7815

Office Hours:

Monday through Friday 8:30 A.M. to 4:30 P.M.

**DUPLICATE COPY** 

WASTE CONTROL SERVICES INC

578 W MARKET ST AKRON OH 44303

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 V	alue
Gross Rate: Effective Rate:	73.20 51.84	Land: Improvement: (Bldg) Total:	269,200 8,200 277,400
Distributio	n k	Taxable Val	ue 🏭
County:	0.00	Land:	94,230
Township:	0.00	Improvement: (Bldg)	2,870
City/Village:	0.00	Total:	97,100
Schools:	0.00	Homestead:	o
Voc. School:	0.00	CAUV:	Ď,
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.

Taxes For: SECOND HALF 2010

Due Date: 7/20/2011

Messages

Printed Date: 12/12/2011

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

Taxes Due

TOTAL TAX:

AMOUNT DUE:

0.00 0.00

2010 pail

**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 97,100 Total Taxable Value:

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

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WASTE CONTROL SERVICES INC

578 W MARKET ST AKRON OH 44303

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	SINGLE REAL PROPERTY	oments Signature	Jul-25-2011 12:43:16 Mar-02-2011 19:54:28 Jan-05-2011 06:39:12	Mulipe Payment
Tax Year 2010  Tax Parcel ID 5102434  Status PAID IN FULL  Status PAID IN FULL  Merr Code  Watmrn Code	SINC	Related Bills		Add Payment.

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Installment Number	# ui de ci	Benainder	Cur. Delg. Amount	Original	Current	Current Assessments	Half Balance Due	Prior Delq Assessments	Prior Delq Taxes	Interesta Penalty	Other Unpaid Bills	Total Due This Half	Operations Transactions	Certified Mail Tracking	1970年代	25% Reduction Taxes Edgona	\$0.00	\$0.00	\$0.00	\$0.00						
	I.		4 15 A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Billed Date Jan-05-2011	Feb-16-2011	Jul-20-2071 -		Jul-20-2011	E				Adjustments	Prepayments		10% Holback (25%	\$251.69	\$0.00	\$251.69	\$0.00						
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Tax Year	Tax Parcel ID 6102434		Status PAID IN FUL	Bill Number/10 20107189368	Afert Code	Warning Code	Undeliverable	Uncollectable	Billing Code SINGLE	Property Type REAL PROPERTY	Tax Lien Code	Annex to District	Tax Info mation	Related Bills	Installments:	Gross Taxes	<b>★</b> \$3,553.86	\$6.00	\$3,553.86	\$6.00						

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Tax Year 2010  Tax Parcel 1D 5102434  Status PAID IN FULL Bill Number/ID 2010718938  Warning Code	Tax Yea Tax Parcel II Statu Bill Number/II Warming Cod Undeliverable Uncollectable Property Type Tax Lien Code	Relation 1 ax Informs 5 00580 SAN MUSKINGL Stelect Distri