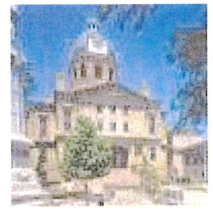


LARRY LINDBERG

Tuscarawas County Auditor | Tuscarawas County, Ohio



SUMMARY

Deeded Name	THE TRUSTEE OF CALDWELL LODGE #330 FREE ACCEPTED M		
Owner	THE TRUSTEE OF CALDWELL LODGE #330 FREE ACCEPTED MASON P O BOX 546 BOLIVAR OH 44612	Taxpayer	THE TRUSTEE OF CALDWELL LODGE #330 FREE ACCEPTED MASON P O BOX 546 BOLIVAR OH 44612
Tax District	34-LAWRENCE TWP-TUSC VALLEY SD	Land Use	465-LODGE HALLS AND AMUSEMENT PARKS
School District	TUSC VALLEY SD	Class	Commercial, Exemption
Neighborhood	03651-LAWRENCE TOWNSHIP	Subdivision	
Location	11150 NE GLENPARK RD	Legal	2 10 1 2.5919A
CD Year		25.03	Routing Number 24000
Acres	2.5910	Map Number	01/01/1900 Sales Amount 0.00
		Sold	

VALUE

District	34-LAWRENCE TWP-TUSC VALLEY SD	
Land Use	Multiple	

	Appraised	Assessed
Land	116,710	40,850
Improvement	147,980	51,790
Total	264,690	92,640
CAUV	N 0	0
Homestead	N 0	0
OOO	N 0	0
Taxable	264,690	92,640

CURRENT CHARGES

Full Rate	62.500000
Effective Rate	-
Qualifying Rate	-

	Prior	First	Second	Total
Tax	0.00	0.00	0.00	0.00
Special	0.00	87.00	87.00	174.00
Total	0.00	87.00	87.00	174.00
Paid	0.00	87.00	87.00	174.00
Due	0.00	0.00	0.00	0.00

FUTURE CHARGES

Type	Description	Amount
Special Assessments	C980000000 MWCD	58.00

LAND

Type	Dimensions	Description	Value
PS-PRIMARY SITE	1.0000	Acres	65,000
RS1-RESIDUAL .001-2.999	1.5910	Acres	51,710
		Total	116,710

OTHER IMPROVEMENT

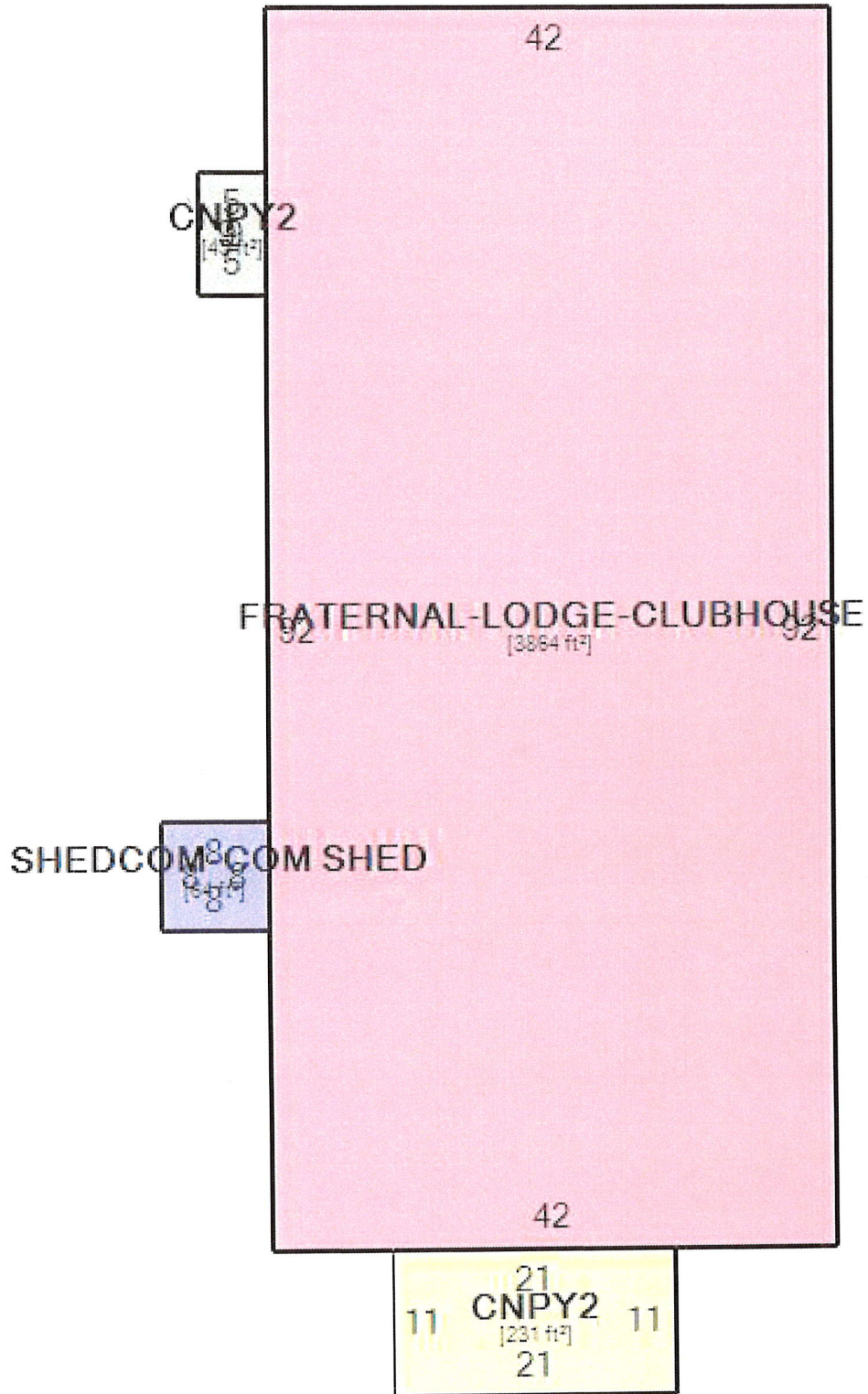
Card	Type	Year Built	Year Remodeled	Condition	Dimensions	Description	Size	Value
1	CNPY2	1977		A-AVERAGE	5 X 9	Length x Width (Optional)	45	240
1	CNPY2	1977		A-AVERAGE	11 X 21	Length x Width (Optional)	231	1,250
1	FRATERNAL-LODGE-CLUBHOUSE	1977		A-AVERAGE	42 X 92	Length x Width (Optional)	3,864	116,570
1	PAVINGA-ASPHALT PAVING	2002		A-AVERAGE		Length x Width (Optional)	21,500	29,560
1	SHEDCOM-COM SHED	1977		A-AVERAGE	8 X 8	Length x Width (Optional)	64	360
							Total	147,980

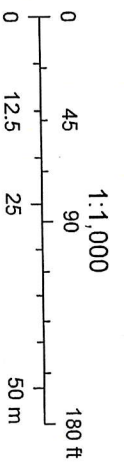
SKETCH

Card 1

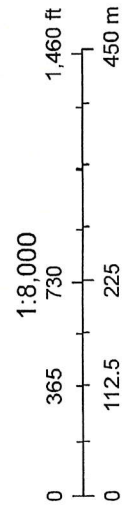
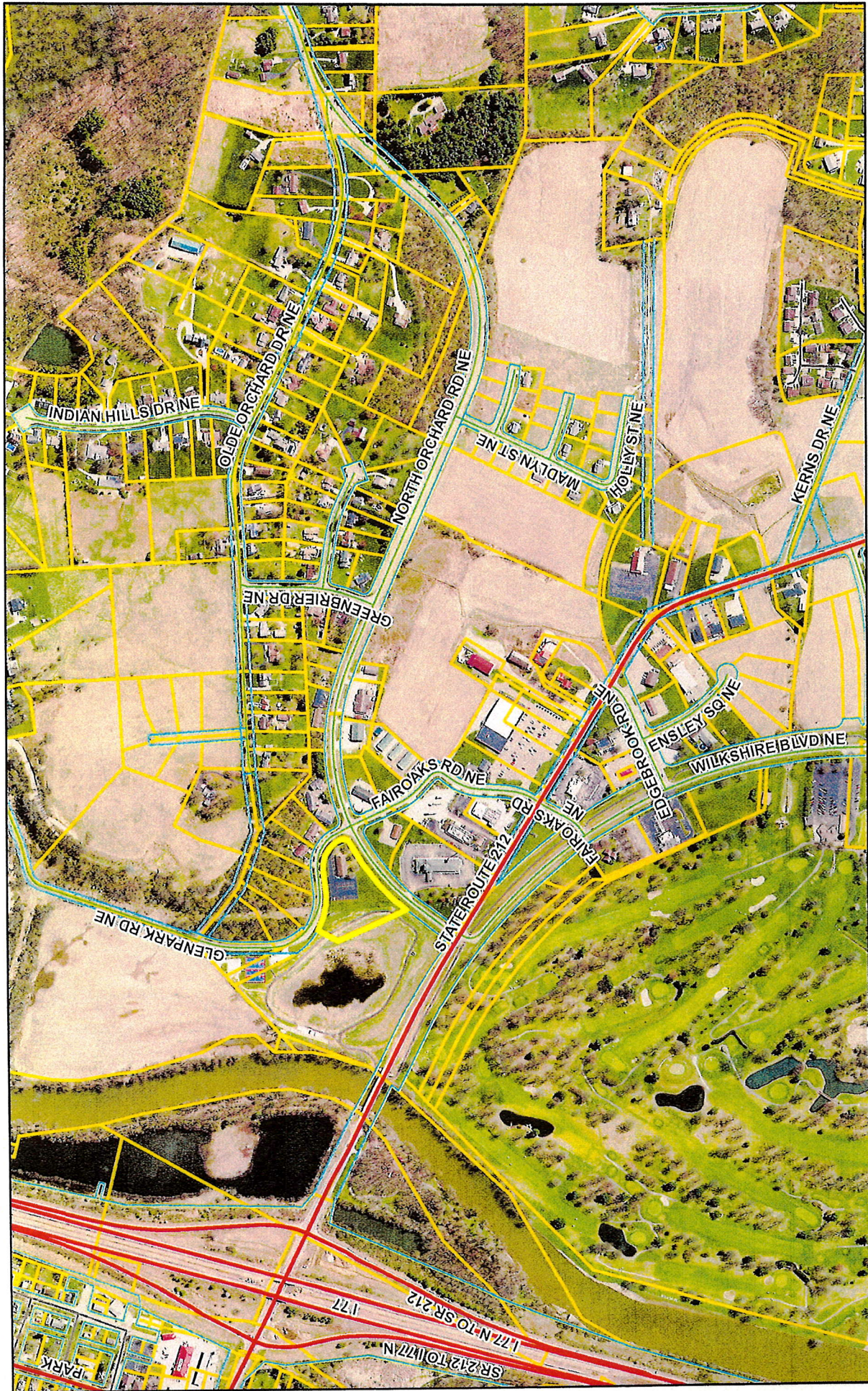
ID	Description	Size	Floor	Floor Area (ft ²)	Living Area (ft ²)
1	FRATERNAL-LODGE-CLUBHOUSE	3,864	Total	0	0
2	CNPY2	231			
3	CNPY2	45			
4	PAVING-ASPHALT PAVING	21,500			
5	SHEDCOM-COM SHED	64			

4





5/17/2023

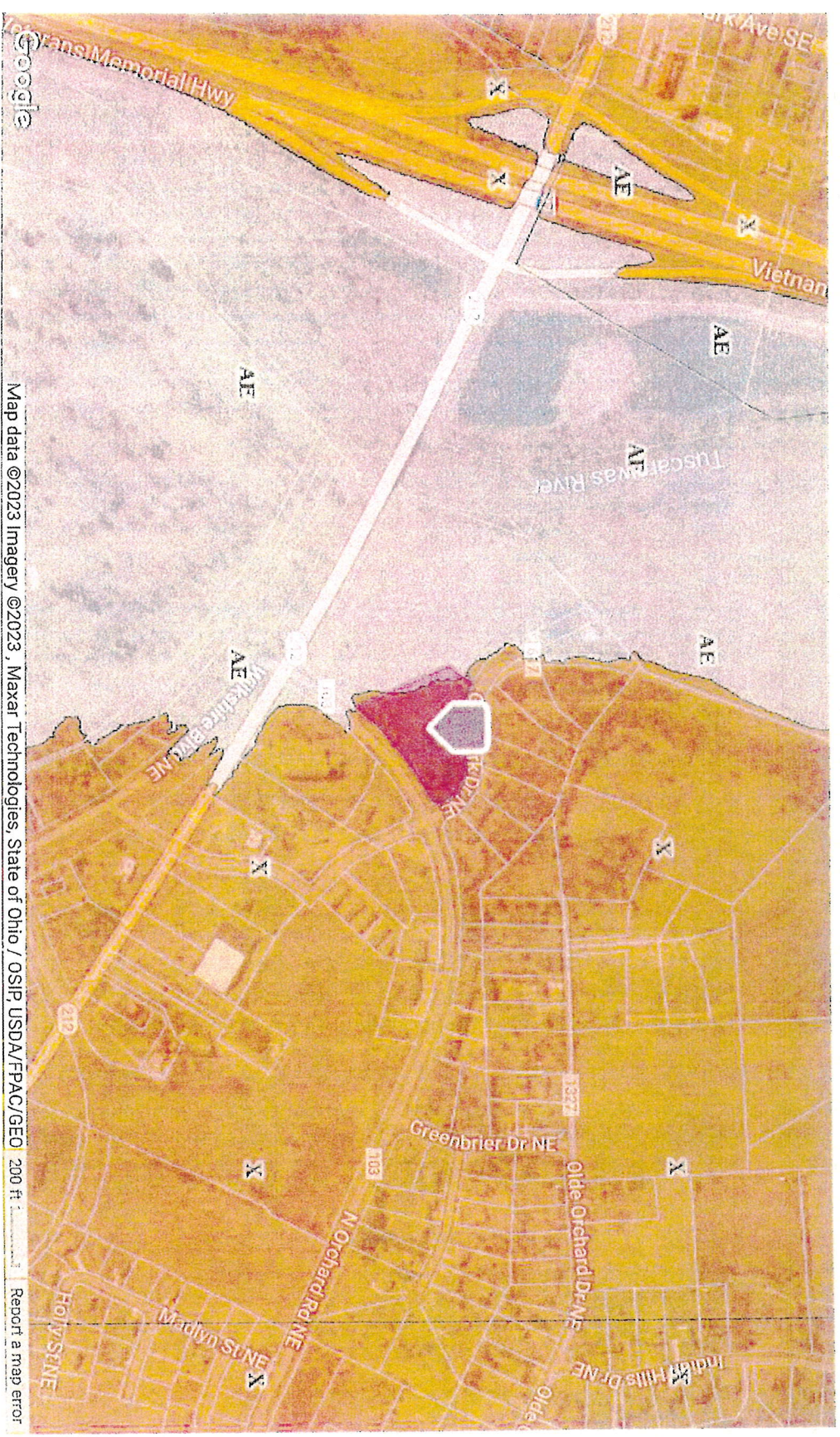


5/17/2023

11150 Glenpark Rd NE Bolivar, OH 44612

Flood Map

Flood Zone Code: AE
 Flood Zone Date: 07/22/2010
 Flood Zone Panel: 39157C0064D
 Flood Code Description: Zone Ae-An Area Inundated By 100-Year Flooding
 Special Flood Hazard Area (SFHA): In
 Within 250 Feet of Multiple Flood Zone: Yes (AE,X)
 Flood Community Name: TUSCARAWAS COUNTY



- Coastal 100-Year Floodway
- Coastal 100-year Floodplain
- 100-year Floodway
- 100-year Floodplain
- Undetermined
- 500-year Floodplain incl. levee protected area
- Out of Special Flood Hazard Area

This map/report was produced using multiple sources. It is provided for informational purposes only. This map/report should not be relied upon by any third parties. It is not intended to satisfy any regulatory guidelines and should not be used for this or any other purpose.

Know all Men by these Presents, That ROG WIN, INC.

75714

_____, a Corporation, the Grantor,
 for the consideration of One Dollar and other valuable consideration Dollars
 (\$ 1.00 ovc) received to its full satisfaction of The Trustees of Caldwell Lodge
Number 330 Free and Accepted Masons, a Corporation, the Grantee,
 whose TAX MAILING ADDRESS will be R.D.# 1, Wilkshire Hills, Bolivar, Ohio 44612
 does give, grant, bargain, sell and convey unto the said Grantee, its successors and
 assigns, the following described premises, situated in the Township of Lawrence
County of Tuscarawas, and State of Ohio:

Known as and being a part of the first quarter of Township 10 (Lawrence) Range
 2, United States Military Lands, Tuscarawas County, Ohio and further described
 as follows:

Beginning at the intersection of the centerlines of State Route No. 212 and Inter-
 state Route 77; thence S 60° 42' 00" E with the centerline of State Route No. 212,
 a distance of 1450.00 ft to a point; thence S 29° 18' 00" W a distance of 27.00
 ft to a point on the centerline of Wilkshire Boulevard; thence southeastwardly on
 the arc of a 2° 20' 00" curve to the right, having a delta angle of 11° 06' 03", an
 arc distance of 475.75 ft to a point; thence N 40° 23' 10" E with the centerline of
 the relocation of C.H. 103, a distance of 160.90 ft to a point; thence northeast-
 wardly on the arc of a spiral curve to the right, having a spiral angle of 10° 30'
 00", an arc distance of 350.00 ft to a point; thence N 39° 06' 50" W a distance
 of 40.00 ft to a point on the northwesterly right-of-way line of relocated C.H.
 103 and being the true place of beginning for the tract of land herein to be des-
 cribed; thence northeastwardly with the northwesterly right-of-way line of said
 relocated C.H. 103 and on the arc of a curve to the right, having a radius of
 994.93 ft and a delta angle of 13° 43' 36", an arc distance of 238.38 ft to a
 point; thence northeastwardly and northwardly on the arc of a curve to the left,
 having a radius of 35.00 ft and a delta angle of 86° 22' 50", an arc distance
 of 52.77 ft to a point on the westerly line of a proposed sixty foot street; thence
 northwardly and westwardly with the westerly and southerly line of said proposed
 sixty foot street, and on the arc of a curve to the left, having a radius of 143.62
 ft and a delta angle of 71° 30' 00", an arc distance of 179.22 ft to the point of
 tangent of said curve; thence S 86° 43' 56" W a distance of 100.00 ft to a point;
 thence westwardly with the southerly line of said proposed sixty foot street and
 on the arc of a curve to the right, having a radius of 331.56 ft and a delta angle
 of 34° 40' 54", an arc distance of 200.69 ft to a point; thence S 31° 24' 50" W a
 distance of 110.11 ft to a point; thence S 21° 46' 04" E a distance of 365.77 ft
 to a point on the northwesterly right-of-way line of said relocated C.H. 103;
 thence northeastwardly with the northwesterly right-of-way line of said relocated
 C.H. 103 and on the arc of a spiral curve to the right, paralleling and running
 40.00 ft distant from the aforementioned centerline spiral and which chord bears
 N 46° 24' 48" E, an arc distance of 188.16 ft to the true place of beginning and
 containing 2.5919 acres of land more or less

Reserving from the above described tract the use of a strip of land 15.00 ft in
 width off of the North end, fronting on the proposed sixty foot street, and a strip
 of land 15.00 ft in width off of the South end, fronting on relocated C.H. 103,
 both strips of land to be used for underground public utilities purposes.

Reserving to grantor, its successors and assigns, all oil, gas and other minerals
 together with the right to remove same through premises other than the premises
 conveyed.

GIOM

GARBER - LARKIN - ROG WIN RESTRICTIONS

WHEREAS, Rog Win, Inc. conveyed to Thomas E. Larkin and Allah Jo Larkin an 11.779 acre tract and an 11.431 acre tract in Lawrence Township, Tuscarawas County, Ohio as described in the deed recorded in Volume 489, Page 739, Tuscarawas County Records, and

WHEREAS, Rog Win, Inc. obtained said property from Kent Garber and Delores Garber by deed recorded in Volume 489, Page 733, Tuscarawas County Records, and

WHEREAS, said Garbers retained ownership of a 1.956 acre tract as described in Parcel X, Exception 3 of the deed from Garbers to Rog Win, and

WHEREAS, the undersigned desire to make certain restrictions pertaining to the 11.779 acre tract, the 11.431 acre tract and the 1.956 acre tract as part of a community development known as Wilkshire Hills,

NOW, THEREFORE, the undersigned hereby make the following declarations as to conditions, limitations and restrictions pertaining to said tracts for the mutual benefit and protection of present and future owners of property in Wilkshire Hills:

1. The 11.779 acre tract will be divided into approximately 36 lots and platted. The 11.431 acre tract will be divided into approximately 33 lots and platted. Each such lot will be used only for one single family residence unit as approved by the Wilkshire Hills Architectural Review Committee (hereinafter called "Review Committee") in accordance with the provisions hereinafter set forth. The Review Committee shall have authority to permit the 1.956 acre tract to be divided into separate lots, with one single family residence unit per separate lot permitted.
2. No building or structure of any kind may be erected, or alteration or addition made to or on any tract until plans, specifications, elevations, location, materials, grade and location of all utility service lines have been submitted for approval to the Review Committee, and by it approved in writing. These plans will remain with and become the property of the Review Committee.
3. Utility lines will be located only in accordance with the locations submitted to and approved by the Review Committee. The property owner will be responsible for any damage to utility lines by excavating machinery if such lines were damaged because they were not located in accordance with said plans.

11/22/72 - See Deed Vol. 489 - Pg. 208

4. No building of any kind will be moved upon any tract without approval of the Review Committee. No commercial advertising signs or billboards will be erected or maintained on said premises. No sign advertising said premises for sale or lease will be larger than 10 square feet.
5. The erection of any building must be completed within eighteen (18) months from the beginning of building operations, unless an extension is obtained from the Review Committee.
6. All building line restrictions will be determined by the Review Committee prior to the time of starting construction.
7. Plans and specifications showing location, type of material, height, etc., of any fence, trellis, railing, shrubbery, hedge, swimming pool or pond must be approved in writing by the Review Committee.
8. Receptacles used for the receiving of mail and/or parcel post will either be placed on the permanent structure or in groupings approved by the Review Committee and must meet U.S. Government specifications and/or regulations.
9. The erection of any flagpoles, television towers or radio towers for sending or receiving must be approved in writing by the Review Committee.
10. No basement house, tent, garage house, travel trailer, camp trailer, house trailer, separate garage or other outbuilding will be used temporarily or permanently for residence purposes. Any area designated or planned for storage on the property must be under cover or protection shield, with the plan approved by the Review Committee.
11. Any boat, truck, camper trailer, travel trailer, house trailer or garden tractor must either be garaged or stored within approved buildings on the premises or in areas designated by the Review Committee.
12. No liquor, either malt, spirituous, vinous or fermented, will at any time hereafter be manufactured or sold on said premises, unless approved in writing by the Review Committee.
13. No turkeys, geese, ducks, chickens, or other fowl, and no animals, except dogs and cats (no commercial kennels) may be kept on said premises.
14. No excavation for the purpose of securing sand or gravel will be made of greater extent or depth than necessary for construction of the building (or appurtenances thereof) to be located thereon.
15. After any building has been erected on any tract, the owner will maintain a general good appearance of said premises, including any easements reserved. Prior to or during construction, said premises will be mowed at least twice a year.

16. These conditions, limitations and restrictions will constitute covenants running with the land and will be binding on all subsequent owners of said premises. In the event of any violation, it will be lawful for Rog Win, Inc., its successors and assigns or any other property owner in the community to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions and either to prevent such violations or to recover damages for said violations.
17. If any covenant or restriction herein contained, or any part thereof, is held invalid or unenforceable, the validity of the balance of said covenants and restrictions will not be impaired.
18. The Review Committee, upon reasonable notice to the then owner of said premises, reserves the right to make reasonable changes, additions or alterations in these provisions and/or to delegate said responsibility to a property owners' association.
19. All service lines will be installed underground. Any exception to this restriction must be by written approval of the Review Committee.
20. The Review Committee will consist of five members. Franklin Real Estate Company (sometimes referred to herein as "Franklin") and Rog Win, Inc. will each select one member thereof. Franklin and Rog Win, Inc. will jointly select a property owner in the community other than themselves as the third member thereof. Said three members will select the fourth and fifth members, who will, if reasonably possible, be an architect and a landscape architect. All action taken by the Review Committee must be adopted by a majority vote of the members present and voting. The third, fourth and fifth members of the committee will be selected at the beginning of each year and will serve for that year or until their successors are appointed. The Review Committee will establish standards to be applied in determining whether to grant the approval required herein.
21. Rog Win, Inc. and Franklin reserve the right to delegate selection of the third member of the Review Committee to a property owners' association.
22. All rights and duties herein conferred upon Rog Win, Inc., Franklin or the Review Committee will also apply to their respective successors and assigns.
23. These restrictions shall not be construed to require Garbers to make any changes regarding their present single family dwelling located on the 1.956 acre tract.

IN WITNESS WHEREOF, the undersigned have set their hands the 17th day of May, 1972.

Witness:

W. Keith Cuddy

John R. Papson

W. Keith Cuddy

John R. Papson

John R. Papson

W. Keith Cuddy

Thomas E. Larkin
Thomas E. Larkin

Allah Jo Larkin
Allah Jo Larkin

Kent Garber
Kent Garber

Delores Garber
Delores Garber

ROG WIN, INC.

By *J. R. Williams*
President

By *Carl P. Shelton*
Assistant Secretary

STATE OF OHIO
SS:
TUSCARAWAS COUNTY

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Kent Garber and Delores Garber, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at New Philadelphia, O. this 17th day of May, 1972.



STATE OF OHIO
SS:
TUSCARAWAS COUNTY

John R. Papson
Notary Public
JOHN R. PAPSON
Notary Public, Stark and
Tuscarawas Counties, Ohio
My Commission Expires November 5, 1978

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Thomas E. Larkin and Allah Jo Larkin, husband and wife, who acknowledged that they did sign the foregoing instrument and

201100010696
Filed for Record in
TUSCARAWAS COUNTY, OH
LORI L. SMITH, RECORDER
10-18-2011 At 12:17 pm.
LEASE 84.00
OR Volume 1367 Page 92 - 100

LEASE

THIS LEASE entered into this 12th day of October, 2011
between THE TRUSTEES OF CALDWELL LODGE NUMBER 330 FREE AND
ACCEPTED MASONS (hereinafter "LESSOR") and THE BOARD OF TRUSTEES OF
LAWRENCE TOWNSHIP, TUSCARAWAS COUNTY, OHIO, An Ohio Political
Subdivision, (hereinafter referred to as "LESSEE"):

BE IT AGREED between LESSOR and LESSEE that by this Lease LESSOR agrees
to let unto LESSEE for the purpose of maintaining a public park and recreation area, the
following real estate located in the Township of Lawrence, County of Tuscarawas, State of
Ohio, and described as follows:

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

Being part of the First Quarter of Township 10, Range 2 of the United
States Military District, and being part of a 2.5919 acre parcel of land
as conveyed to the Trustees of Caldwell Lodge Number 330 Free and
Accepted Masons by a deed recorded in Volume 502, Page 738 of the
Tuscarawas County Deed Records, Auditor's Parcel No. 34-
02187.000, being more fully bounded and described as follows:

Beginning at an iron pin set on the north line of the aforesaid 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons and on the south line of the Relocated Glenpark Drive as recorded in the Road Record 8, Page 102 of the Tuscarawas County Map Office, said pin being located on the arc of a curve deflecting to the right, a distance of 39.22 feet, said arc having a radius of 280.00 feet, a central angle of $08^{\circ} 01' 29''$, and a chord bearing of $S 85^{\circ} 55' 52'' E$, 39.18 feet from the southeast corner of the Relocated Glenpark Drive;

Course No. 1 – Thence from said beginning and with a new line of division through said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons, $S 00^{\circ} 11' 20'' E$, 214.20 feet to an iron pin set;

Course No. 2 – Thence continuing with a new line of division through said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons, $S 61^{\circ} 01' 17'' E$, 88.91 feet to an iron pin set on the southeasterly line of said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons and on the westerly right of way line of North Orchard Road (C.R.-103) (80'R/W);

Course No. 3 – Thence with the southeasterly line of said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 free and Accepted Masons and the westerly right of way line of said North Orchard Road, being a spiral to the left, a distance of 188.06 feet, said spiral being a 350.00 feet spiral, a central angel $55^{\circ} 09' 50''$, degree of curve of $06^{\circ} 00' 00''$, a chord bearing of $S 46^{\circ} 23' 50'' W$, a distance of 187.90 feet to a $5/8''$ iron pin found at the southerly corner of said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons, on the westerly right of way line of said North Orchard Road and a easterly corner of a 9.9008 acre parcel of land as conveyed to the Board of Trustees of Lawrence Township, Tuscarawas County, Ohio by a deed recorded in Volume 1286, Page 423 of the Tuscarawas County Official Records;

Course No. 4 – Thence leaving said North Orchard Road and with the westerly line of said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons and a line of said 9.9008 acre parcel of land so conveyed to the Board of Trustees of Lawrence Township, Tuscarawas County, Ohio, N 21° 49' 31" W, 365.74 feet at an iron pin capped "DIVERSIFIED ENGINEERING" found therein;

Course No. 5 – Thence with the westerly line of said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons and a line of said 9.9008 acre parcel of land so conveyed to the Board of Trustees of Lawrence Township, Tuscarawas County, Ohio, N 31° 22' 58" E, passing on line a 5/8" iron pin found at 110.19 feet, a total distance of 121.24 feet to an iron pin capped "DIVERSIFIED ENGINEERING" found at the northwest corner of said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons, a corner of said 9.9008 acre parcel of land so conveyed to the Board of Trustees of Lawrence Township, Tuscarawas County, Ohio and on the south line of said Relocated Glenpark Drive;

Course No. 6 – Thence with the north line of said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons and the south line of said Relocated Glenpark Drive, being the arc of a curve deflecting to the left, a distance of 144.18 feet, said arc having a radius of 280.00 feet, a central angle of 29° 30' 13", and a chord bearing of S 67° 10' 01" E, 142.59 feet to the **Place of Beginning, containing 1.331 acres (57,977 square feet)**, more or less, but subject to all legal highways, easements, reservations and restrictions of record.

Bearings are oriented to an assumed meridian. All iron pins set are 30" x 3/4" round steel bars with plastic caps stamped "DIVERSIFIED ENGINEERING".

Description prepared from a field survey by Joseph A. Corall, Registered Surveyor No. 6911 in January, 2011.

The term of this Lease is for a period of Ninety-nine (99) years from the date hereof.

The provisions of this Lease are binding on the successors and assigns of both LESSOR and LESSEE in like manner as upon the original Parties, unless modified by mutual written agreement.

SECTION 1

LESSEE agrees to make a one-time payment to LESSOR as consideration for this Lease in the sum of Ten Dollars (\$10.00).

SECTION 2

LESSEE agrees:

- A. To prevent all unnecessary waste or loss or damage to the property of LESSOR.
- B. To make at LESSEE'S expense such storm water improvements upon the property as may be required for LESSEE'S purposes as set forth herein.
- C. Not to assign this Lease or sublet any part of the premises without the written consent of LESSOR.
- D. To comply, at its sole cost and expense, with all laws pertaining to tenant's use of the premises and to faithfully observe all laws in the use of the premises. The Judgment of any Court of competent jurisdiction, or the admission of LESSEE in any action or proceeding against LESSEE, whether LESSOR be a party to it or not, that LESSEE has violated any law in the use of the premises shall be conclusive of that fact as between LESSEE and LESSOR. Without limiting the generality of the previous statement, the duties of LESSEE under this

provision shall include making all alterations of the premises as are required by law by reason of the particular manner or mode of use of the premises by LESSEE, or occasioned by reason of the failure of LESSEE to maintain or repair the premises as required under this LEASE.

E. LESSOR shall not be liable to LESSEE for any damage to LESSEE or LESSEE'S property and LESSEE waives all claims against LESSOR for damage to person or property from any cause. LESSEE shall hold LESSOR harmless from all damages arising out of any damage to any person or property occurring in, on, or about the premises and any improvements made to said property. LESSEE, at its cost, shall maintain public liability and property damage insurance consistent with other premises owned by LESSEE insuring against all liability of LESSEE and its authorized representatives arising out of and in connection with LESSEE'S use or occupancy of the premises. It is, however, understood that the property will be used for park purposes and LESSEE'S agreement to hold LESSOR harmless under this Agreement or to purchase insurance shall not be considered a waiver by the LESSEE of any immunity for recreational use granted under the statutes of the State of Ohio.

SECTION 3

If LESSEE surrenders said premises or abandons said premises to LESSOR, then any improvements made upon the property shall remain with the land and LESSEE agrees to leave the premises in the same condition or better as when received, reasonable wear and tear, loss by fire or other casualty, and acts of God excepted.

SECTION 4

Except as set forth in this Section 4, no special privileges shall inure to LESSOR, by virtue of its ownership, that are not otherwise available to any other member of the public. LESSOR shall be granted the right to use the leased premises for recreational purposes in the same manner as the general public during the term of this Lease. LESSOR may construct a pavilion, at LESSOR'S expense, which pavilion will be available for use by LESSOR and the general public during the term of this Lease. LESSOR shall retain management authority and control upon said pavilion. LESSOR shall provide LESSEE with written rules and regulations regarding the use of said pavilion and its availability to the general public when the same is not being otherwise utilized by the LESSOR. All maintenance and repair costs to said pavilion shall be at the expense of LESSOR. Other than as set forth above, neither LESSOR nor LESSEE shall construct any building or other walled structure upon the premises without the express written consent of the other party.

IN AGREEMENT WHEREOF, the Parties have hereunto set their hands the year and date set forth above.

LESSOR:

THE TRUSTEES OF CALDWELL LODGE
NUMBER 330 FREE AND ACCEPTED MASONS

By: John R Hayhurst
Printed Name: John R Hayhurst Trustee

By: Donald E Beard
Printed Name: DONALD E BEARD Trustee

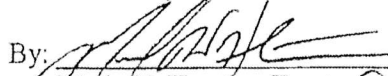
Kenny Clive
KENNY CLIVE

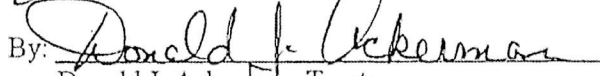
LESSOR (continued)

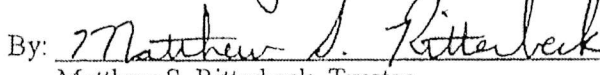
By: _____
Printed Name: _____ Trustee

LESSEE:

THE BOARD OF TRUSTEES OF LAWRENCE
TOWNSHIP, TUSCARAWAS COUNTY, OHIO

By: 
Mark W. Haueter, Trustee

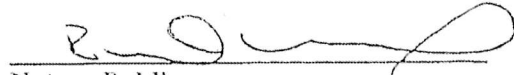
By: 
Donald J. Ackerman, Trustee

By: 
Matthew S. Ritterbeck, Trustee

THE STATE OF OHIO)
) SS:
TUSCARAWAS COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named THE TRUSTEES OF CALDWELL LODGE NUMBER 330 FREE AND ACCEPTED MASONS by Tommy Hylst, Donald Road, and Kenneth Lane, its Trustees, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Lodge and the free act and deed of each of them personally as such Trustee.

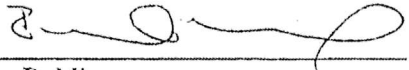
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Bouvier, Ohio, this 18th day of OCTOBER, 2011.


Notary Public
ROBERT DALE KUTCHER, NOTARY PUBLIC
State of Ohio
My Commission Expires 3/4/12

THE STATE OF OHIO)
) SS:
TUSCARAWAS COUNTY)

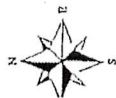
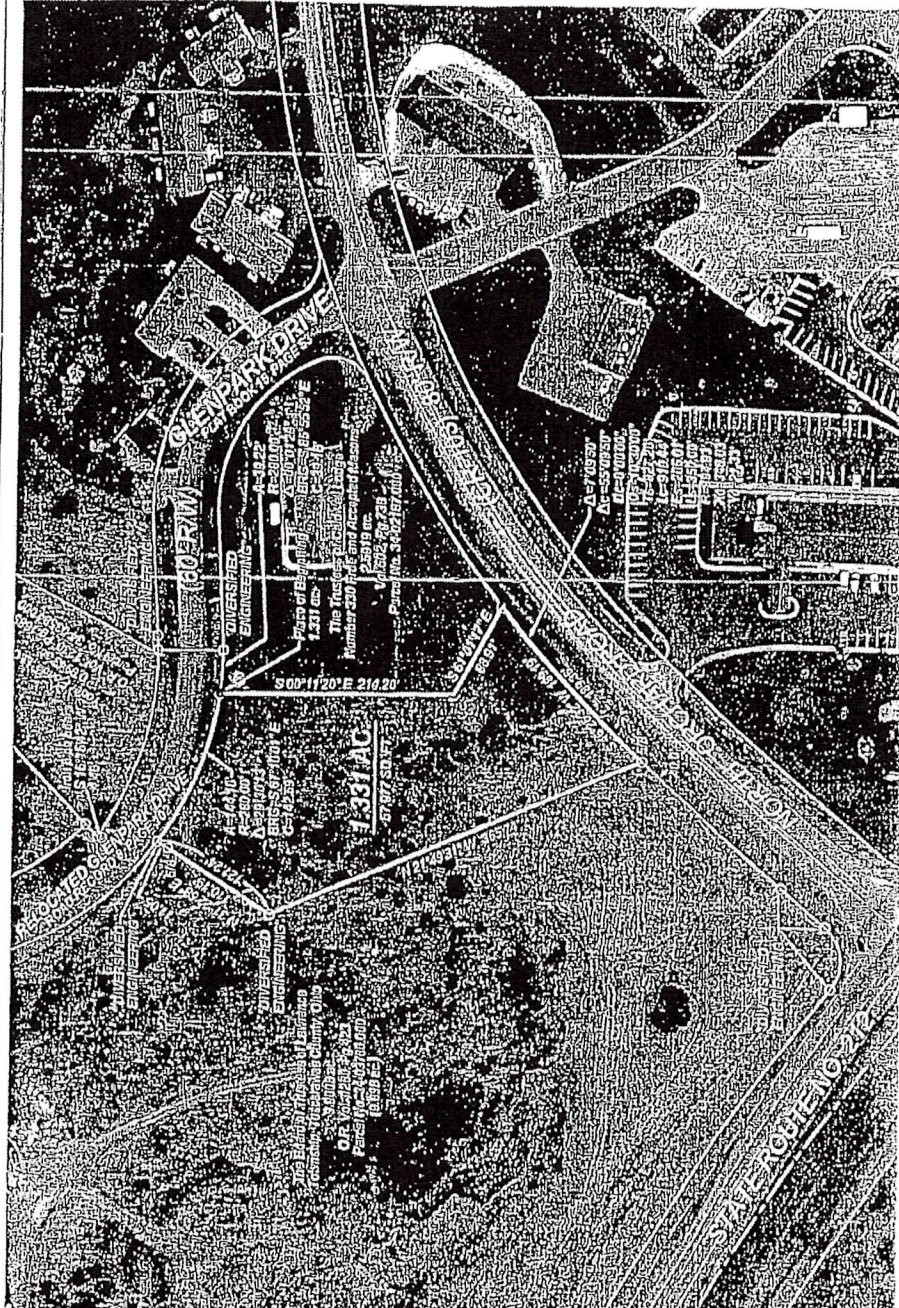
BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named THE BOARD OF TRUSTEES OF LAWRENCE TOWNSHIP, TUSCRAWAS COUNTY, OHIO by Mark W. Haueter, Donald J. Ackerman and Matthew S. Ritterbeck, its Trustees, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Township and the free act and deed of each of them personally as such Trustee.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at BOLIVIA, Ohio, this 12TH day OCTOBER, 2011.



Notary Public
ROBERT DALE KUTCHER, NOTARY PUBLIC
State of Ohio
My Commission Expires 3/4/12

Instrument Prepared By:
Dennis D. Traver, Attorney at Law
Traver & Fox
232 West Third St., Suite 309
Dover, Ohio 44622



201100010696
LAWRENCE TWP TRUSTEES
PICKUP

FILED
CLERK OF COURTS
TUSCARAWAS COUNTY, OHIO

2023 NOV 16 AM 9:05

JEANNE M. BROWN
CLERK OF COURTS

**IN THE COURT OF COMMON PLEAS
TUSCARAWAS COUNTY, OHIO**

**CALDWELL LODGE NO. 330 F. & A.M.
HTTA THE TRUSTEES OF CALDWELL
LODGE NUMBER 330 FREE AND
ACCEPTED MASONS**

Plaintiff,

vs.

**ROG WIN, INC. AND/OR ITS
SUCCESSORS, ASSIGNS, OFFICERS,
DIRECTORS, AND SHAREHOLDERS**

Defendant.

CASE NO. 2023CV080559

JUDGE ERNEST



202300010820 11/29/2023 10:38:08 AM
Filed for Record in TUSCARAWAS County, OH
Lori L. Smith, Recorder Rec Fees: \$46.00
JUDGEMENT ENTRY
OR Vol 1652 Pgs 1553 - 1555

JUDGMENT ENTRY

This cause came to be heard upon the filing of Plaintiff, Caldwell Lodge No. 330 F. & A.M., having taken title as The Trustees of Caldwell Lodge No. 330 F. & A.M.'s ("Plaintiff"), Motion for Default Judgment, filed against Defendant, Rog Win, Inc., and/or its Successors, Assigns, Officers, Directors, and Shareholders ("Defendant").

The Court finds that Defendant was served with the Summons and Complaint via Publication, pursuant to Civ.R. 4.4(A) and Ohio Revised Code § 2703.14, on September 19, 2023. Based upon the date of service, Defendant was required to answer or otherwise plead to Plaintiff's Complaint on or before October 18, 2023. Defendant has failed to timely appear, plead, or otherwise defend as required by the Ohio Rules of Civil Procedure, specifically Civ.R. 12(A)(1).

As a result of Defendant's failure to timely appear, plead or otherwise defend against Plaintiff's Complaint, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. Plaintiff owns 2.5919 acres of land in Lawrence Township, Tuscarawas County, Ohio (the "Property"). The Warranty Deed conveying the Property to Plaintiff

from Defendant (the "Deed") is recorded at Deed Volume 502, Page 738 of the Tuscarawas County, Ohio Recorder's Office records.

2. The Deed contains language that "[S]aid tract will be used only for a Masonic Temple[.]" (the "Temple Restriction").
3. The Deed contains language that "[N]o building or structure of any kind may be erected, or alterations or additions made, until plans, specifications, elevations, locations, materials, grade and location of all utility service lines have been submitted for approval to grantor (or to a committee designated by grantor) and by it approved in writing[.]" (the "Building Restriction").
4. The Deed contains language that "[S]o far as applicable, the restrictions recorded in Volume 489, Page 743, Tuscarawas County records shall apply to said premises. Said restrictions are hereby incorporated in this deed by reference[.]" (the "Deed Restrictions").
5. The restrictions are in fact recorded at Deed Volume 489, Page 743 of the Tuscarawas County, Ohio Recorder's Office records (the "Restrictions").
6. The Restrictions pertain only to an 11.779 acre tract, 11.431 acre tract, and 1.956 acre tract that were developed in the early 1970's as residential subdivision communities (collectively the "Communities") located over two non-contiguous miles away from the Property. The Plats for the Communities are collectively attached to Plaintiff's Complaint as Exhibit "C".
7. The Temple Restriction, which was created nearly fifty years ago, serves no lawful purpose against the Property and has been waived because of extensive, commercial development in the immediate vicinity of the Property. The extensive, commercial development in the immediate vicinity of the Property exists today and existed for many years prior to Defendant's cancellation in December 1993.
8. The Building Restriction, which is a verbatim repetition of a restriction stated in the Restrictions, is not enforceable against the Property because the Property is not and has never been part of any of the lands comprising the Communities.
9. The Property was not intended to be part of the Communities because the Property is located over two noncontiguous miles away from the Communities. As a result, the Building Restriction, Deed Restrictions, and Restrictions as a whole have been waived, serve no lawful purpose, and are no longer enforceable.
10. In addition, due to the aforementioned extensive, commercial development in the two miles between the Property and the noncontiguous Communities, the Building Restriction, Deed Restrictions, and Restrictions as a whole have been


waived, serve no lawful purpose, and are nothing more than an unlawful restraint on the Property's alienability.

11. The Temple Restriction, Building Restriction, Deed Restrictions, and Restrictions are hereby completely released and invalidated as they relate to the Property and any attempted enforcement of the Temple Restriction, Building Restriction, Deed Restrictions and/or Restrictions shall be estopped and of no force or effect.
12. The Clerk of this Court is directed to cause a certified copy of this Judgment Entry to be recorded in the Records of the Tuscarawas County, Ohio Recorder's Office, which recording shall render null and void the Temple Restriction, Building Restriction, Deed Restrictions, and Restrictions, as they relate to the Property.
13. The Tuscarawas County Recorder's Office is directed to marginally notate Plaintiff's Deed recorded at Deed Volume 502, Page 738 of the Tuscarawas County, Ohio Recorder's Office records, with the recording information of this Judgment Entry.

IT IS SO ORDERED.

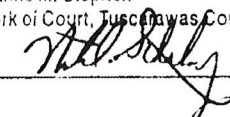
FINAL APPEALABLE ORDER

NO JUST REASON FOR DELAY


JUDGE ERNEST 11-15-23

I, The undersigned Clerk of Courts hereby certify this to be a true and correct copy of the original filed in the Common Pleas Court of Tuscarawas County, Ohio.

Joanne M. Stephen
Clerk of Court, Tuscarawas County

By  Deputy Clerk

KWGD
PO BOX 36963
CANTON, OH 44735

Inst #202300010820

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

Order/File No.: F45046CP

Commitment No.: F45046CP

1. Effective Date: November 17, 2023 at 07:59 AM

2. Policy or Policies To Be Issued: Amount of Insurance
 - (a) A.L.T.A. Owner's (ALTA Own. Policy (06/17/06))
Proposed Insured:
To be determined

 - (b) A.L.T.A. Loan
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:
Fee Simple

4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:
The Trustees of Caldwell Lodge Number 330 Free and Accepted Masons, by virtue of that certain Warranty Deed, recorded December 4, 1973 in Volume 502, Page 738 of the Tuscarawas County Deed Records.

5. The land referred to in the Commitment is described as follows:
SEE "EXHIBIT A" ATTACHED HERETO

Alpha Land Title Agency, Inc

By: _____

Scott G. Hastings, Esq., Vice President

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

Part I

Order/File No.: F45046CP

Commitment No.: F45046CP

The following requirements must be met:

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay all general and special taxes now due and payable including the following:
() Record instrument conveying or encumbering the estate or interest to be insured, briefly described:
5. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and filed for record:

Duly executed deed from Caldwell Lodge No. 330 F. & A.M. hta The Trustees of Caldwell Lodge Number 330 Free and Accepted Masons, with proper marital status and release of dower, if applicable, vesting title in a buyer to be determined.

NOTE: The deed referenced above must comply with local rules on descriptions and conveyances pursuant to Section 315.251 and 319.203 of the Ohio Revised Code.

Mortgage from a buyer to be determined, with proper marital status and release of dower, if applicable, to proposed insured mortgagee.

6. Copy of Driver's license from all parties.
7. Owner's/Sellers Affidavit covering matters of title in a form acceptable to the Company.
8. Survey satisfactory to the Company be provided if survey exceptions are to be deleted.
9. Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
10. Documents, satisfactory to the Company, evidencing the existence; "good standing"; and authority of the entities involved to execute the instruments involved.
11. This commitment is subject to receipt of approval from underwriter.
12. Further exceptions and/or requirements may be made upon review of the proposed documents or upon ascertaining details of the transaction.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B Part II

Order/File No.: F45046CP

Commitment No.: F45046CP

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date 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. Taxes for the current year.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements or other boundary or location disputes (can be eliminated or amended in mortgagee's policy upon proper evidence being furnished.)
4. Restrictive covenants affecting the property described in Schedule A.
5. Rights or claims of parties in possession, and not of record in the public records; liens for labor, services or material or claims to same which are not of record in said records.
6. Any roadway or easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or riparian rights, if any.
8. Taxes are \$87.00 per half. Parcel No. 34-02187.000. Taxes for second half of 2022 are PAID. Taxes for the first half of 2023 and thereafter are a lien, but not yet due and payable. Assessments if any, which have not been certified to County Auditor for collection (figures are based on the last available tax duplicate).

NOTE: Reflected in the above per half tax amount is a special assessment in the amount of \$87.00 for the Muskingum Watershed.

9. Reservation for underground public utilities purposes and reservation of all oil, gas and other minerals along with the right to remove the same as more particularly described therein, all of which is contained in that certain Warranty Deed from Rog Win, Inc. to The Trustees of Caldwell Lodge Number 330 Free and Accepted Masons, recorded in Volume 502, Page 738 of the Tuscarawas County Deed Records.
10. Reservation of oil and gas and all other matters as contained in that certain Quit-Claim Deed to Blair E. Zimmerman and Anna L. Zimmerman, recorded April 14, 1969 in Volume 467, Page 579 of the Tuscarawas County Records.
11. Reservation of oil and gas and all other matters as contained in that certain deed to Blair E. Zimmerman and Anna L. Zimmerman, recorded October 26, 1956 in Volume 368, Page 213 of the Tuscarawas County Records.
12. All matters as contained in that certain Lease from The Trustees of Caldwell Lodge Number 330 Free and Accepted Masons and The Board of Trustees of Lawrence Township, Tuscarawas County, Ohio, recorded in Volume 1367, Page 92 of the Tuscarawas County Official Records.
13. All matters as contained in that certain Easement for Channel Purposes from Blair and Anna Zimmerman to the State of Ohio, recorded in Volume 442, Page 818 of the Tuscarawas County Deed Records.
14. All matters as contained in that certain Easement for Channel Purposes from Blair and Anna Zimmerman to the State of Ohio, recorded in Volume 437, Page 912 of the Tuscarawas County Deed Records.
15. All matters as contained in that certain Flowage Easement from Muskingum Watershed Conservancy District to the United States of America, recorded in Volume 247, Page 472 of the Tuscarawas County Deed Records.

SCHEDULE B

Part II (Continued)

Order/File No.: F45046CP

Commitment No.: F45046CP

16. All matters as contained in that certain Easement for Highway Purposes from J.J. Lebold to Tuscarawas County, recorded in Volume 234, Page 204 of the Tuscarawas County Deed Records.
17. All matters as contained in that certain Right of Way and Easement from J.J. and Hazel Lebold to The Ohio Power Company, recorded in Volume 226, Page 66 of the Tuscarawas County Deed Records.
18. Easements, or claims of easements, not shown by the public records.
19. Taxes or special assessments which are not shown as existing liens by the public records.
20. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
21. The following exception will appear in any loan policy issued as a result of the Commitment:

Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the date of policy.
22. Title to that portion of the insured premises within the bounds of any legal highways.
23. Any inaccuracy in the specific quantity of acreage contained on any survey if any or contained with the legal description of the premises insured herein.
24. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
25. NO FURTHER EXAMINATION HAS OCCURRED ON ANY EASEMENTS, RIGHT-OF-WAYS, AND/OR LEASES.
SUBJECT TO ALL LEGAL HIGHWAYS.

"EXHIBIT A"

PROPERTY DESCRIPTION

Commitment No.: F45046CP

Order/File No.: F45046CP

The land referred to in this Commitment is described as follows:

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

Known as and being a part of the first quarter of Township 10 (Lawrence) Range 2, United States Military Lands, Tuscarawas County, Ohio and further described as follows:

Beginning at the intersection of the centerlines of State Route No. 212 and Interstate Route 77; thence S 60° 42' 00" E with the centerline of State Route No. 212, a distance of 1450.00 ft to a point; thence S 29° 18' 00" W a distance of 27.00 ft to a point on the centerline of Wilkshire Boulevard; thence southeastwardly on the arc of a 2° 20' 00" curve to the right, having a delta angle of 11° 06' 03", an arc distance of 475.75 ft to a point; thence N 40° 23' 10" E with the centerline of the relocation of C.H. 103, a distance of 160.90 ft to a point; thence northeastwardly on the arc of a spiral curve to the right, having a spiral angle of 10° 30' 00", an arc distance of 350.00 ft to a point; thence N 39° 06' 50" W a distance of 40.00 ft to a point on the northwesterly right-of-way line of relocated C.H. 103 and being the true place of beginning for the tract of land herein to be described; thence northeastwardly with the northwesterly right-of-way line of said relocated C.H. 103 and on the arc of a curve to the right, having a radius of 994.93 ft and a delta angle of 13° 43' 36", an arc distance of 238.38 ft to a point; thence northeastwardly and northwardly on the arc of a curve to the left, having a radius of 35.00 ft and a delta angle of 86° 22' 50", an arc distance of 52.77 ft to a point on the westerly line of a proposed sixty foot street; thence northwardly and westwardly with the westerly and southerly line of said proposed sixty foot street, and on the arc of a curve to the left, having a radius of 143.62 ft and a delta angle of 71° 30' 00", an arc distance of 179.22 ft to the point of tangent of said curve; thence S 86° 43' 56" W a distance of 100.00 ft to a point; thence westwardly with the southerly line of said proposed sixty foot street and on the arc of a curve to the right, having a radius of 331.56 ft and a delta angle of 34° 40' 54", an arc distance of 200.69 ft to a point; thence S 31° 24' 50" W a distance of 110.11 ft to a point; thence S 21° 46' 04" E a distance of 365.77 ft to a point on the northwesterly right-of-way line of said relocated C.H. 103; thence northeastwardly with the northwesterly right-of-way line of said relocated C.H. 103 and on the arc of a spiral curve to the right, paralleling and running 40.00 ft distant from the aforementioned centerline spiral and which chord bears N 46° 24' 48" E, an arc distance of 188.16 ft to the true place of beginning and containing 2.5919 acres of land more or less.

Reserving from the above described tract the use of a strip of land 15.00 ft in width off of the North end, fronting on the proposed sixty foot street, and a strip of land 15.00 ft in width off of the South end, fronting on relocated C.H. 103, both strips of land to be used for underground public utilities purposes.

Know all Men by these Presents, That 75714 ROG WIN, INC., a Corporation, the Grantor, for the consideration of One Dollar and other valuable consideration Dollars (\$ 1.00 ovc) received to its full satisfaction of The Trustees of Caldwell Lodge Number 330 Free and Accepted Masons, a Corporation, the Grantee, whose TAX MAILING ADDRESS will be R.D. # 1, Wilkshire Hills, Bollivar, Ohio 44612 does give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following described premises, situated in the Township of Lawrence County of Tuscarawas, and State of Ohio:

Known as and being a part of the first quarter of Township 10 (Lawrence) Range 2, United States Military Lands, Tuscarawas County, Ohio and further described as follows:

Beginning at the intersection of the centerlines of State Route No. 212 and Interstate Route 77; thence S 60° 42' 00" E with the centerline of State Route No. 212, a distance of 1450.00 ft to a point; thence S 29° 18' 00" W a distance of 27.00 ft to a point on the centerline of Wilkshire Boulevard; thence southeastwardly on the arc of a 2° 20' 00" curve to the right, having a delta angle of 11° 06' 03", an arc distance of 475.75 ft to a point; thence N 40° 23' 10" E with the centerline of the relocation of C.H. 103, a distance of 160.90 ft to a point; thence northeastwardly on the arc of a spiral curve to the right, having a spiral angle of 10° 30' 00", an arc distance of 350.00 ft to a point; thence N 39° 06' 50" W a distance of 40.00 ft to a point on the northwesterly right-of-way line of relocated C.H. 103 and being the true place of beginning for the tract of land herein to be described; thence northeastwardly with the northwesterly right-of-way line of said relocated C.H. 103 and on the arc of a curve to the right, having a radius of 994.93 ft and a delta angle of 13° 43' 36", an arc distance of 238.38 ft to a point; thence northeastwardly and northwardly on the arc of a curve to the left, having a radius of 35.00 ft and a delta angle of 86° 22' 50", an arc distance of 52.77 ft to a point on the westerly line of a proposed sixty foot street; thence northwardly and westwardly with the westerly and southerly line of said proposed sixty foot street, and on the arc of a curve to the left, having a radius of 143.62 ft and a delta angle of 71° 30' 00", an arc distance of 179.22 ft to the point of tangent of said curve; thence S 86° 43' 56" W a distance of 100.00 ft to a point; thence westwardly with the southerly line of said proposed sixty foot street and on the arc of a curve to the right, having a radius of 331.56 ft and a delta angle of 34° 40' 54", an arc distance of 200.69 ft to a point; thence S 31° 24' 50" W a distance of 110.11 ft to a point; thence S 21° 46' 04" E a distance of 365.77 ft to a point on the northwesterly right-of-way line of said relocated C.H. 103; thence northeastwardly with the northwesterly right-of-way line of said relocated C.H. 103 and on the arc of a spiral curve to the right, paralleling and running 40.00 ft distant from the aforementioned centerline spiral and which chord bears N 46° 24' 48" E, an arc distance of 188.16 ft to the true place of beginning and containing 2.5919 acres of land more or less

Reserving from the above described tract the use of a strip of land 15.00 ft in width off of the North end, fronting on the proposed sixty foot street, and a strip of land 15.00 ft in width off of the South end, fronting on relocated C.H. 103, both strips of land to be used for underground public utilities purposes.

Reserving to grantor, its successors and assigns, all oil, gas and other minerals together with the right to remove same through premises other than the premises conveyed.

Said tract will be used only for a Masonic Temple. No building or structure of any kind may be erected, or alterations or additions made, until plans, specifications, elevations, locations, materials, grade and location of all utility service lines have been submitted for approval to grantor (or to a committee designated by grantor) and by it approved in writing. So far as applicable, the restrictions recorded in Volume 489, Page 743, Tuscarawas County records shall apply to said premises. Said restrictions are hereby incorporated in this deed by reference.

Subject to all easements of record.

TRANSFERRED
TRANSFER FEE 35
CONVEYANCE EXAMINED,
SEC. 319-202 R. C. COMPLIED WITH
AMT. 14.00

DEC - 4 1973

DONALD R. KINSEY
TUSCARAWAS COUNTY AUDITOR
No. 72640

"Deed checked for tract
description only"
12-2-73
ED R. GASSER
Tuscarawas Co. Engineer
D. Deputy

We have and to hold the above granted and bargained promises, with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever. And.....

..... Rog Win, Inc., the said Grantor does for itself and its successors and assigns covenant with the said Grantee, its successors and assigns, that at and until the ensueing of these presents, it is well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and has good right to bargain and sell the same in manner and form as above written, that the same are free and clear from all incumbrances whatsoever, except as above set forth and except taxes and assessments due and payable December, 1974, and thereafter, all of which grantee assumes and agrees to pay....

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

In Witness Whereof, said Corporation hereunto sets its hand and corporate seal, by

J. R. Wilkin its President and

Earl C. Sheehan its assistant secretary this

3rd day of December, in the year of our Lord One Thousand

Nine Hundred and seventy-three.

Signed and acknowledged in presence of

John R. Papson President

Earl C. Sheehan Assistant Secretary

ROG WIN, INC.

RECEIVED FOR RECORD

75714 DEC 4 1973 10:45 A.M

Recorded Dec 4 1973

Vol. _____ Page _____ of Lit

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

Tuscarawas County, Ohio 4.00

personally appeared the above named.....

The State of Ohio, }
Tuscarawas County, ss. }

Rog Win, Inc. by

J. R. Wilkin its president and

Earl C. Sheehan its assistant secretary who

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



In testimony whereof, I have hereunto set my hand and official seal, at

Wilkesite, OHIO this 3rd day of

December, A. D. 1973.

John R. Papson Notary Public.

JOHN R. PAPSIN
Notary Public, Stark and
Tuscarawas Counties, Ohio
My Commission Expires November 5, 1978

This instrument was prepared by

Earl C. Sheehan

124 Citizens Savings Building

Canton, Ohio 44702

201100010696
Filed for Record in
TUSCARAWAS COUNTY, OH.
LORI L. SMITH, RECORDER
10-18-2011 At 12:17 pm.
LEASE 84.00
OR Volume 1367 Page 92 - 100

LEASE

THIS LEASE entered into this 12th day of October, 2011
between THE TRUSTEES OF CALDWELL LODGE NUMBER 330 FREE AND
ACCEPTED MASONS (hereinafter "LESSOR") and THE BOARD OF TRUSTEES OF
LAWRENCE TOWNSHIP, TUSCARAWAS COUNTY, OHIO, An Ohio Political
Subdivision, (hereinafter referred to as "LESSEE"):

BE IT AGREED between LESSOR and LESSEE that by this Lease LESSOR agrees
to let unto LESSEE for the purpose of maintaining a public park and recreation area, the
following real estate located in the Township of Lawrence, County of Tuscarawas, State of
Ohio, and described as follows:

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

Being part of the First Quarter of Township 10, Range 2 of the United
States Military District, and being part of a 2.5919 acre parcel of land
as conveyed to the Trustees of Caldwell Lodge Number 330 Free and
Accepted Masons by a deed recorded in Volume 502, Page 738 of the
Tuscarawas County Deed Records, Auditor's Parcel No. 34-
02187.000, being more fully bounded and described as follows:

Beginning at an iron pin set on the north line of the aforesaid 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons and on the south line of the Relocated Glenpark Drive as recorded in the Road Record 8, Page 102 of the Tuscarawas County Map Office, said pin being located on the arc of a curve deflecting to the right, a distance of 39.22 feet, said arc having a radius of 280.00 feet, a central angle of $08^{\circ} 01' 29''$, and a chord bearing of $S 85^{\circ} 55' 52'' E$, 39.18 feet from the southeast corner of the Relocated Glenpark Drive;

Course No. 1 - Thence from said beginning and with a new line of division through said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons, $S 00^{\circ} 11' 20'' E$, 214.20 feet to an iron pin set;

Course No. 2 - Thence continuing with a new line of division through said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons, $S 61^{\circ} 01' 17'' E$, 88.91 feet to an iron pin set on the southeasterly line of said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons and on the westerly right of way line of North Orchard Road (C.R.-103) ($80'R/W$);

Course No. 3 - Thence with the southeasterly line of said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 free and Accepted Masons and the westerly right of way line of said North Orchard Road, being a spiral to the left, a distance of 188.06 feet, said spiral being a 350.00 feet spiral; a central angle of $55^{\circ} 09' 50''$, degree of curve of $06^{\circ} 00' 00''$, a chord bearing of $S 46^{\circ} 23' 50'' W$, a distance of 187.90 feet to a $5/8''$ iron pin found at the southerly corner of said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons, on the westerly right of way line of said North Orchard Road and a easterly corner of a 9.9008 acre parcel of land as conveyed to the Board of Trustees of Lawrence Township, Tuscarawas County, Ohio by a deed recorded in Volume 1286, Page 423 of the Tuscarawas County Official Records;

Course No. 4 - Thence leaving said North Orchard Road and with the westerly line of said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons and a line of said 9.9008 acre parcel of land so conveyed to the Board of Trustees of Lawrence Township, Tuscarawas County, Ohio, N 21° 49' 31" W, 365.74 feet at an iron pin capped "DIVERSIFIED ENGINEERING" found therein;

Course No. 5 - Thence with the westerly line of said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons and a line of said 9.9008 acre parcel of land so conveyed to the Board of Trustees of Lawrence Township, Tuscarawas County, Ohio, N 31° 22' 58" E, passing on line a 5/8" iron pin found at 110.19 feet, a total distance of 121.24 feet to an iron pin capped "DIVERSIFIED ENGINEERING" found at the northwest corner of said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons, a corner of said 9.9008 acre parcel of land so conveyed to the Board of Trustees of Lawrence Township, Tuscarawas County, Ohio and on the south line of said Relocated Glenpark Drive;

Course No. 6 - Thence with the north line of said 2.5919 acre parcel of land so conveyed to the Trustees of Caldwell Lodge Number 330 Free and Accepted Masons and the south line of said Relocated Glenpark Drive, being the arc of a curve deflecting to the left, a distance of 144.18 feet, said arc having a radius of 280.00 feet, a central angle of 29° 30' 13", and a chord bearing of S 67° 10' 01" E, 142.59 feet to the Place of Beginning, containing 1.331 acres (57,977 square feet), more or less, but subject to all legal highways, easements, reservations and restrictions of record.

Bearings are oriented to an assumed meridian. All iron pins set are 30" x 3/4" round steel bars with plastic caps stamped "DIVERSIFIED ENGINEERING".

Description prepared from a field survey by Joseph A. Corall, Registered Surveyor No. 6911 in January, 2011.

The term of this Lease is for a period of Ninety-nine (99) years from the date hereof.

The provisions of this Lease are binding on the successors and assigns of both LESSOR and LESSEE in like manner as upon the original Parties, unless modified by mutual written agreement.

SECTION 1

LESSEE agrees to make a one-time payment to LESSOR as consideration for this Lease in the sum of Ten Dollars (\$10.00).

SECTION 2

LESSEE agrees:

- A. To prevent all unnecessary waste or loss or damage to the property of LESSOR.
- B. To make at LESSEE'S expense such storm water improvements upon the property as may be required for LESSEE'S purposes as set forth herein.
- C. Not to assign this Lease or sublet any part of the premises without the written consent of LESSOR.
- D. To comply, at its sole cost and expense, with all laws pertaining to tenant's use of the premises and to faithfully observe all laws in the use of the premises. The Judgment of any Court of competent jurisdiction, or the admission of LESSEE in any action or proceeding against LESSEE, whether LESSOR be a party to it or not, that LESSEE has violated any law in the use of the premises shall be conclusive of that fact as between LESSEE and LESSOR. Without limiting the generality of the previous statement, the duties of LESSEE under this

provision shall include making all alterations of the premises as are required by law by reason of the particular manner or mode of use of the premises by LESSEE, or occasioned by reason of the failure of LESSEE to maintain or repair the premises as required under this LEASE.

E. LESSOR shall not be liable to LESSEE for any damage to LESSEE or LESSEE'S property and LESSEE waives all claims against LESSOR for damage to person or property from any cause. LESSEE shall hold LESSOR harmless from all damages arising out of any damage to any person or property occurring in, on, or about the premises, and any improvements made to said property. LESSEE, at its cost, shall maintain public liability and property damage insurance consistent with other premises owned by LESSEE insuring against all liability of LESSEE and its authorized representatives arising out of and in connection with LESSEE'S use or occupancy of the premises. It is, however, understood that the property will be used for park purposes and LESSEE'S agreement to hold LESSOR harmless under this Agreement or to purchase insurance shall not be considered a waiver by the LESSEE of any immunity for recreational use granted under the statutes of the State of Ohio.

SECTION 3

If LESSEE surrenders said premises or abandons said premises to LESSOR, then any improvements made upon the property shall remain with the land and LESSEE agrees to leave the premises in the same condition or better as when received, reasonable wear and tear, loss by fire or other casualty, and acts of God excepted.

SECTION 4

Except as set forth in this Section 4, no special privileges shall inure to LESSOR, by virtue of its ownership, that are not otherwise available to any other member of the public. LESSOR shall be granted the right to use the leased premises for recreational purposes in the same manner as the general public during the term of this Lease. LESSOR may construct a pavilion, at LESSOR'S expense, which pavilion will be available for use by LESSOR and the general public during the term of this Lease. LESSOR shall retain management authority and control upon said pavilion. LESSOR shall provide LESSEE with written rules and regulations regarding the use of said pavilion and its availability to the general public when the same is not being otherwise utilized by the LESSOR. All maintenance and repair costs to said pavilion shall be at the expense of LESSOR. Other than as set forth above, neither LESSOR nor LESSEE shall construct any building or other walled structure upon the premises without the express written consent of the other party.

IN AGREEMENT WHEREOF, the Parties have hereunto set their hands the year and date set forth above.

LESSOR:

THE TRUSTEES OF CALDWELL LODGE
NUMBER 330 FREE AND ACCEPTED MASONS

By: John R Hayhurst
Printed Name: John R Hayhurst Trustee

By: Donald E Baad
Printed Name: DONALD E BAAD Trustee

Kenny Cline
KENNY CLINE

b.

LESSOR (continued)

By: _____
Printed Name: _____ Trustee

LESSEE:

THE BOARD OF TRUSTEES OF LAWRENCE
TOWNSHIP, TUSCARAWAS COUNTY, OHIO

By: [Signature]
Mark W. Hauser, Trustee

By: [Signature]
Donald J. Ackerman, Trustee

By: [Signature]
Matthew S. Ritterbeck, Trustee

THE STATE OF OHIO)
) SS:
TUSCARAWAS COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named THE TRUSTEES OF CALDWELL LODGE NUMBER 330 FREE AND ACCEPTED MASONS by Tom W. Harkst, Donald Reed, and Kevin King its Trustees, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Lodge and the free act and deed of each of them personally as such Trustee.


IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Bouquet, Ohio, this 12th day of October, 2011.

[Signature]
Notary Public
ROBERT DALE KUTCHER, NOTARY PUBLIC
State of Ohio
My Commission Expires 3/4/12

THE STATE OF OHIO)
) SS:
TUSCARAWAS COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named THE BOARD OF TRUSTEES OF LAWRENCE TOWNSHIP, TUSCRAWAS COUNTY, OHIO by Mark W. Haueter, Donald J. Ackerman and Matthew S. Ritterbeck, its Trustees, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Township and the free act and deed of each of them personally as such Trustee.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Salina, Ohio, this 10th day OCTOBER, 2011.


Notary Public
ROBERT DALE KUTCHER, NOTARY PUBLIC
State of Ohio
My Commission Expires 3/4/12

Instrument Prepared By:
Dennis D. Traver, Attorney at Law
Traver & Fox
232 West Third St., Suite 309
Dover, Ohio 44622



201100010087
LAURENCE TWP TRUSTEE
PT. MAP

40393

KNOW ALL MEN BY THESE PRESENTS: That MUSKINGUM WATERSHED CONSERVANCY DISTRICT, a body corporate and political subdivision of the State of Ohio, with its office at New Philadelphia, Ohio, the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it paid by BLAIR E. ZIMMERMAN and ANNA L. ZIMMERMAN, Grantees, the receipt of which is hereby acknowledged, does hereby give, grant, remise, release and forever quit-claim unto the said Grantees, their heirs and assigns forever, all such right, title and interest as Grantor has in and to the following described premises situated in the Township of Lawrence, County of Tuscarawas, State of Ohio, and known as:

Being a part of lot one (1) of the Zoar Tract in the first quarter of township ten (10) north, range two (2) west, of the United States Military Survey, and a part of the undivided portion of the said first quarter, and being included within the lines described as follows, to-wit:

Beginning at a stone on the east bank of the Tuscarawas River and on the south line of said Lot 1 of the Zoar Tract, which point is north eighty-three degrees and forty-four minutes west (N 83° 44' W) four thousand one hundred and four and nine-tenths (4104.9) feet from the southeast corner of said Lot 1; thence along the south line of said Lot 1, south eighty-three degrees and forty-four minutes east (S 83° 44' E) two thousand and fifty-five and no tenths (2055.0) feet; thence north twenty-three degrees and forty-three minutes east (N 23° 43' E) seven hundred and ninety-nine and three-tenths (799.3) feet to a point on the north line of the said Lot 1 of the Zoar Tract; thence continuing north twenty-three degrees and forty-three minutes east (N 23° 43' E) seven hundred and seventy-four and seven-tenths (774.7) feet to a point in the road from Bolivar to Zoar; thence north fifty-three degrees and fourteen minutes west (N 53° 14' W) twenty and no tenths (20.0) feet; thence north thirty-one degrees and thirty-eight minutes east (N 31° 38' E) nine hundred and sixty and no tenths (960.0) feet; thence north Sixty-one degrees and fifty-eight minutes west (N 61° 58' W) one thousand one hundred and ten and no tenths (1110.0) feet to a point in the road leading from Bolivar to Sandyville; thence south fifty degrees and thirty-one minutes west (S 50° 31' W) three hundred and fifty-nine and three-tenths (359.3) feet to a point on the east bank of the Tuscarawas River; thence along the said east bank, the following six (6) courses, first, south twenty-three degrees and four minutes west (S 23° 04' W) four hundred and sixty-one and no tenths (461.0) feet; thence south forty-six degrees and fifty-four minutes west (S 46° 54' W) four hundred and ninety-three and no tenths (493.0) feet; thence south forty-six degrees and forty-six minutes west (S 46° 46' W) four hundred and twenty-nine and four-tenths (429.4) feet; thence south sixty-three degrees and fifty-five minutes west (S 63° 55' W) seven hundred and five and seven-tenths (705.7) feet; thence south thirty-four degrees and thirty-eight minutes west (S 34° 38' W) two hundred and eighty-one and six-tenths (281.6) feet to a point on the north line of said Lot 1 of the Zoar Tract, and thence south nineteen degrees and five minutes west (S 19° 05' W) seven hundred and eighty-two and no tenths (782.0) feet to the point of beginning; containing an area of thirty-seven (37) acres in said Lot 1 of the Zoar Tract, and an area of sixty-five and one hundredth (65.01) acres in the undivided portion of the said First Quarter Township, and having a combined area of one hundred and two and one hundredth (102.01) acres, more or less,

by reason of the exceptions and reservations reading as follows:

EXCEPTING and RESERVING to the Grantor, its successors and assigns, an undivided one-half interest in all oil and gas lying under and within the premises hereby conveyed, with the right to enter on said

WE 467 PAGE 580

premises, prospect, explore and drill for, develop, produce, store and remove the same, with all machinery, structures, derricks, tanks, pipe lines, equipment, fixtures, and other appliances and things necessary or convenient therefor, and the right to use so much of the surface as may be necessary for the purposes aforesaid."

contained in the deed dated the 12th day of September, 1956, recorded in Deed Book 368, Page 213, in the office of the Recorder of Tuscarawas County, Ohio, by which Grantor herein conveyed said premises to the Grantees herein, except, however, that Grantor hereby excepts and reserves to itself, its successors and assigns, one-half of all oil and gas that may hereafter be produced from said premises, it being intended hereby to convey to the Grantees all of Grantor's other rights under the aforesaid exceptions and reservations, including the right to enter on said premises, prospect, explore and drill for, develop, produce, store and remove the same, with all machinery, structures, derricks, tanks, pipe lines, equipment, fixtures, and other appliances and things necessary or convenient therefor, and the right to use so much of the surface as may be necessary for the purposes aforesaid, but to continue to except and reserve to the Grantor, its successors and assigns, the right to receive one-half of all oil and gas, if any there be, hereafter produced from said premises.

(Source of title: Volume 239, Page 515, Deed Records, Tuscarawas County, Ohio).

(Grantees' Tax Mailing Address: Bolivar, Ohio).

TO HAVE AND TO HOLD the rights, title and interests aforesaid hereby conveyed, with the appurtenances thereunto belonging, to the said Grantees, their heirs and assigns, so that neither the said Grantor, nor its successors or assigns, nor any other persons claiming title through or under it or them, shall or will hereafter claim or demand any right or title thereto or any part thereof; but they and every one of them shall by these presents be excluded and be forever barred.

IN WITNESS WHEREOF, the said Muskingum Watershed Conservancy District, by G. D. Agnew, its President of the Board of Directors, and by Raymond E. Eichel, its Secretary, each duly authorized by the Board of Directors of said corporation, has hereunto set its hand and seal this 11th day of April, in the year of our Lord one thousand nine hundred and sixty-nine.

Signed and acknowledged in presence of:

Robert L. Flauhaus
Robert E. Eichel

MUSKINGUM WATERSHED CONSERVANCY DISTRICT,
By *G. D. Agnew*
(G. D. Agnew) Its President of the Board of Directors
By *Raymond E. Eichel*
(Raymond E. Eichel) Its Secretary

THE STATE OF OHIO : SS.
TUSCARAWAS COUNTY :

Before me, the subscriber, a Notary Public in and for said County and State, personally came the above named G. D. Agnew, as President of the Board of Directors, and Raymond E. Eichel, as Secretary, of Muskingum Watershed Conservancy District, a body corporate, and acknowledged that they did sign and seal the foregoing instrument as such officers in behalf of said body corporate and by authority of its Board of Directors, and that the same is their free act and deed and the free act and deed of said Muskingum Watershed Conservancy District.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal this 11th day of April, 1969.

Robert L. Flauhaus
Notary Public

This instrument was prepared by Matthew J. Smith, Attorney at Law, and Muskingum Watershed Conservancy District.

"Deed checked for tract description only"
4-14-69
ED F. GASSER
Tuscarawas Co. Engineer
Deputy

TRANSFER FEE \$5
CONVEYANCE EXAMINED
SEC. 319-212 P.C. COMPLETED
APR 15 1969
DONALD R. KINSEY
TUSCARAWAS COUNTY AUDITOR
No. 7260

ROBERT L. FLAUBAUS, Notary Public
My Commission Expires March 28, 1973

RECEIVED FOR RECORD
THEODORE M. UNDERHILL, County Recorder

APR 14 1969 10:50 AM
Recorded *14* 1969
Vol. *80* Page *22*
Tuscarawas County, Ohio

40393

to have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantees, their heirs and assigns forever.

And we, Cyles Squires and Hazel Squires the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantees, their heirs and assigns, that at and until the ensueing of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes due and payable in December, 1956 and June, 1957, which taxes the grantors assume and agree to pay; the grantees to pay all taxes and assessments coming due thereafter;

and that we will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantees, their heirs and assigns, against all lawful claims and demands whatsoever

And for valuable consideration Cyles Squires and Hazel Squires

do hereby remise, release and forever quit-claim unto the said Grantees, their heirs and assigns, all their right and expectancy of interest in the above described premises.

In Witness Whereof we have hereunto set our hands, the 19th day of October, in the year of our Lord one thousand nine hundred and fifty-six (1956).

Signed and acknowledged in presence of
Lawrence H. Richardson
Alvin M. Hammi

Cyles Squires
Hazel Squires

State of Ohio }
Tuscarawas County, } es. Before me, a Notary Public
the above named } in and for said County and State, personally appeared
Cyles Squires and Hazel Squires, husband and wife,
who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Strasburg, Ohio, this 19th day of October, A. D. 1956.
Lawrence H. Richardson
NOTARY PUBLIC FOR STATE OF OHIO
MY COMMISSION EXPIRES MAY 11, 1958

33739

TRANSFERRED
OCT 22 1956
DONALD R. JENSEN
Tuscarawas County, Ohio

RECEIVED FOR RECORD
ROBERT E. MOORE, County Recorder
Recorded OCT 22 1956 11:42 AM
Vol. 126 Page 213
TUSCARAWAS COUNTY, OHIO

22

20

KNOW ALL MEN BY THESE PRESENTS:

That the MUSKINGUM WATERSHED CONSERVANCY DISTRICT, a body corporate and political subdivision of the State of Ohio, with its office at New Philadelphia, Ohio, the Grantor, in consideration of the sum of Ten Dollars and other valuable considerations to it paid by BLAIR E. ZIMMERMAN and ANNA L. ZIMMERMAN, Grantees, the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY to the said BLAIR E. ZIMMERMAN and ANNA L. ZIMMERMAN, their heirs and assigns forever, the following described premises situated in the Township of Lawrence, County of Tuscarawas, State of Ohio, and known as:

Being a part of lot one (1) of the Zoar Tract in the first quarter of township ten (10) north, range two (2) west, of the United States Military Survey, and a part of the undivided portion of the said first quarter, and being included within the lines described as follows, to-wit:

Beginning at a stone on the east bank of the Tuscarawas River and on the south line of said Lot 1 of the Zoar Tract, which point is north eighty-three degrees and forty-four minutes west (N 83° 44' W) four thousand one hundred and four and nine-tenths (4104.9) feet from the southeast corner of said Lot 1; thence along the south line of said Lot 1, south eighty-three degrees and forty-four minutes east (S 83° 44' E) two thousand and fifty-five and no tenths (2055.0) feet; thence north twenty-three degrees and forty-three minutes east (N 23° 43' E) seven hundred and ninety-nine and three-tenths (799.3) feet to a point on the north line of the said Lot 1 of the Zoar Tract; thence continuing north twenty-three degrees and forty-three minutes east (N 23° 43' E) seven hundred and seventy-four and seven-tenths (774.7) feet to a point in the road from Bolivar to Zoar; thence north fifty-three degrees and fourteen minutes west (N 53° 14' W) twenty and no tenths (20.0) feet; thence north thirty-one degrees and thirty-eight minutes east (N 31° 38' E) nine hundred and sixty and no tenths (960.0) feet; thence north sixty-one degrees and fifty-eight minutes west (N 61° 58' W) one thousand one hundred and ten and no tenths (1110.0) feet to a point in the road leading from Bolivar to Sandyville; thence south fifty degrees and thirty-one minutes west (S 50° 31' W) three hundred and fifty-nine and three-tenths (359.3) feet to a point on the east bank of the Tuscarawas River; thence along the said east bank, the following six (6) courses, first, south twenty-three degrees and four minutes west (S 23° 04' W) four hundred and sixty-one and no tenths (461.0) feet; thence south forty-six degrees and sixty-one and no tenths (461.0) feet; thence south forty-six degrees and forty-six minutes west (S 46° 46' W) four hundred and ninety-three and no tenths (493.0) feet; thence south twenty-nine and four-tenths (29.4) feet; thence south sixty-three degrees and fifty-five minutes west (S 63° 55' W) seven hundred and thirty-eight and seven-tenths (738.7) feet; thence south thirty-four degrees and thirty-eight minutes west (S 34° 38' W) two hundred and eighty-one and six-tenths (281.6) feet to a point on the north line of said Lot 1 of the Zoar Tract, and thence south nineteen degrees and five minutes west (S 19° 05' W) seven hundred and eighty-two and no tenths (782.0) feet to the point of beginning; containing an area of thirty-seven (37) acres in said Lot 1 of the Zoar Tract, and an area of sixty-five and one hundredth (65.01) acres in the undivided portion of the said First Quarter Township, and having a combined area of one hundred and two and one hundredth (102.01) acres, more or less.

The premises herein conveyed were acquired by the Muskingum Watershed Conservancy District from J. J. Lebold by deed dated June 21, 1940, recorded in Volume 239, page 515, record of Tuscarawas County, Ohio.

EXCEPTING and RESERVING to the Grantor, its successors and assigns, an undivided one-half interest in all oil and gas lying under and within the premises hereby conveyed, with the right to enter on said premises, prospect, explore and drill for, develop, produce, store and remove the same, with all machinery, structures, derricks, tanks, pipe lines, equipment, fixtures, and other appliances and things necessary or convenient therefor, and the right

VOL 368 PAGE 215

to use so much of the surface as may be necessary for the purposes aforesaid.

The premises herein conveyed are also subject to the following:

- (a) All legal highways;
- (b) All rights-of-way, and public utility and pipe line easements;
- (c) Easement conveyed to the United States of America by Muskingum Watershed Conservancy District by deed dated November 14, 1941, recorded in volume 247, page 472, record of Tuscarawas County, Ohio.
- (d) A farm lease to Paul Mxler, dated April 1, 1956.

TO HAVE AND TO HOLD said premises, with the privileges and appurtenances thereunto belonging, to the said Blair E. Zimmerman and Anna L. Zimmerman, their heirs and assigns forever.

And the said grantor, the Muskingum Watershed Conservancy District, for itself and for its successors and assigns, hereby COVENANTS with the said Grantees, their heirs and assigns, that it is the true and lawful owner of the said premises and has full power to convey the same, and that the title so conveyed is CLEAR, FREE, AND UNINCUMBERED, except as above noted; and excepting taxes due and payable in December 1957 and thereafter, which the grantees hereby assume and agree to pay; and further that it Does Warrant and Will Defend the same against the claims of all persons, except as above.

IN WITNESS WHEREOF, the said Muskingum Watershed Conservancy District, by Walter Frye, its President, and by Bryce C. Browning, its Secretary, each duly authorized by the Board of Directors of said Corporation, has hereunto set its hand and seal this 12th day of September, in the year of our Lord one thousand nine hundred and fifty-six.

Signed and Acknowledged in presence of:

Raymond E. Eichel
Dale Helwegt

MUSKINGUM WATERSHED CONSERVANCY DISTRICT
BY Walter Frye
Walter Frye - Its President
BY Bryce C. Browning
Bryce C. Browning - Its Secretary

THE STATE OF OHIO : SS
TUSCARAWAS COUNTY

Before me, the subscriber, a Notary Public in and for said County and State, personally came the above named Walter Frye, as President, and Bryce C. Browning, as Secretary, of the Muskingum Watershed Conservancy District, a body corporate, and acknowledged that they did sign and seal the foregoing instrument as such officers in behalf of said body corporate and by authority of its Board of Directors, and that the same is their free act and deed and the free act and deed of said Muskingum Watershed Conservancy District.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, this 12th day of September, A.D., 1956.



Raymond E. Eichel
Notary Public
My Commission Expires 7-18-1957

This instrument was prepared by Matthew J. Smith, Attorney-At-Law, and Muskingum Watershed Conservancy District.

APPROVED:
Title
Notary
Land
Dept.
Eng.
Dep.
RECORDED BY BOARD.

EASEMENT FOR CHANNEL PURPOSES

18425

KNOW ALL MEN BY THESE PRESENTS:

That BLAIR E. ZIMMERMAN AND ANNA L. ZIMMERMAN, HUSBAND AND WIFE

VOL 442
PAGE 815

the Grantors,
for and in consideration of the sum of Four Thousand one Hundred and 00/100
Dollars (\$4100.00) and for other good and valuable considerations to THEM paid by
the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby
grant, bargain, sell, convey and release to the said Grantee, its successors and assigns
forever, an easement for the construction of a perpetual watercourse, ditch, channel or
other drainage facility in, upon and over the lands hereinafter described and as shown by
plans on file in the Department of Highways. The Grantor herein retains the right to use
said lands for any and all other purposes provided that such use does not interfere with
nor impair the exercise of the easement herein granted.

PARCEL NO. 103-X

Being a parcel of land situated in Tuscarawas County, Ohio, Lawrence
Township, Section _____, Town 10-N, Range 2-W, and lying on the right
side of a survey made by the Department of Highways and recorded in Book 35,
Page 203, of the records of Tuscarawas County and being located within the follow-
ing described points in the boundary thereof:

Beginning at the Grantors southwesterly property corner said point being
159.49 feet right of centerline of survey Station 729 plus 96.94 in the
centerline of a survey made in 1962, by the Ohio Department of Highways;
thence northeasterly to a point 161.54 feet right of centerline of survey
Station 737 plus 78.94; thence northeasterly to a point 237.74 feet right of
centerline of survey Station 740 plus 50.03; thence northeasterly to a point
664.60 feet right of centerline of survey Station 744 plus 76.53; thence
southeasterly to a point 702.17 feet right of centerline of survey Station
744 plus 53.81; thence southwesterly to a point 520.65 feet right of center-
line of survey Station 741 plus 41.54; thence southwesterly to a point 465.0
feet right of centerline of survey Station 739 plus 37.17; thence southwest-
erly to a point in the Grantors southerly property line 465.0 feet right of
centerline of survey Station 730 plus 65.61; thence northwesterly along the
Grantors southerly property line to the place of beginning.

The Grantor claims title through instrument recorded in Volume 368, Page
213 of the Deed Book Records of Tuscarawas County, Ohio.

This instrument supercedes and replaces an Easement dated March 25, 1965
and is recorded in Volume 437, Page 912, of the Deed Book Records of Tuscara-
was County, Ohio.

Said Stations being the Station numbers as stipulated in the hereinbefore mentioned survey,
and as shown by plans on file in the Department of Highways, Columbus, Ohio.

It is understood that the tract of land above described contains 8.22 acres,
more or less, exclusive of the present road which occupies 0.00 acres, more or less.

VOL 442 PAGE 819

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

And the said Grantor S., for THEMSELVES and THEIR heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that T.h.e.Y. ARE the true and lawful owner S. of said premises, and ARE lawfully seized of the same in fee simple, and ha. VE good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that T.h.e.Y. will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid. BLAIR E. ZIMMERMAN, HUSBAND OF ANNA L. ZIMMERMAN;
ANNA L. ZIMMERMAN, WIFE OF BLAIR E. ZIMMERMAN

hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF BLAIR E. ZIMMERMAN, ANNA L. ZIMMERMAN

have hereunto set THEIR hand S., the twelfth day of July in the year of our Lord one thousand nine hundred and SIXTY FIVE

Signed and sealed in presence of:

R. E. Detrich
Ernie Gotschall

Blair E. Zimmerman
BLAIR E. ZIMMERMAN
Anna L. Zimmerman
ANNA L. ZIMMERMAN

No Transfer Necessary

Donald R. X. [unclear]

18425
RECEIVED FOR RECORD
WILSON & WASHINGTON, County Recorder
NOV 10 1965
10:15 AM
Recorded Vol. 18425 Page 18 of 18
Tuscarawas County, Ohio
200

STATE OF OHIO, Tuscarawas COUNTY ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named Blair E. Zimmerman and Anna L. Zimmerman who acknowledged that T.h.e.y. did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Batavia, Ohio this 12th day of July, A. D. 1965

R. E. Detrich
My Commission expires July 31, 1967.
R. E. DETRICH, Notary Public
My com. expires 7-31-67

EASEMENT FOR CHANNEL PURPOSES

VOL 437 PAGE 912

13949

KNOW ALL MEN BY THESE PRESENTS:

That Blair E. Zimmerman & Anna L. Zimmerman
Wanda C. Zimmerman the Grantor S

TO BE RECORDED

for and in consideration of the sum of Thirty Two Hundred and No
Dollars (\$3200.00) and for other good and valuable considerations to Her paid by
the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby
grant, bargain, sell, convey and release to the said Grantee, its successors and assigns
forever, an easement for the construction of a perpetual watercourse, ditch, channel or
other drainage facility in, upon and over the lands hereinafter described and as shown by
plans on file in the Department of Highways. The Grantor herein retains the right to use
said lands for any and all other purposes provided that such use does not interfere with
nor impair the exercise of the easement herein granted.

PARCEL NO. 103-X,

Being a parcel of land situated in TUSCARAWAS County, Ohio, LAWRENCE
Township, Section _____, Town 10, Range 2, and lying on the RIGHT
side of a survey made by the Department of Highways and recorded in Book 13,
Page 14, 15, 16, 17 of the records of TUSCARAWAS County and being located within the follow-

ing described points in the boundary thereof:

BEGINNING AT A POINT IN THE SOUTHWEST CORNER OF THE GRANTORS PROPERTY, SAID POINT BEING
225.15 FEET RIGHT OF STATION 730 PLUS 11.70 IN THE CENTERLINE OF A SURVEY MADE IN 1962,
CAUSED BY THE OHIO DEPARTMENT OF HIGHWAYS; THENCE NORTHEASTLY TO A POINT 227.20 FEET RIGHT
OF STATION 737 PLUS 93.70; THENCE NORTHERLY TO A POINT 303.32 FEET RIGHT OF STATION 740
PLUS 64.79; THENCE NORTHERLY TO A POINT 695.96 FEET RIGHT OF STATION 744 PLUS 57.43;
THENCE SOUTHERLY TO A POINT 702.17 FEET RIGHT OF STATION 744 PLUS 53.81; THENCE WESTERLY
TO A POINT 520.65 FEET RIGHT OF STATION 741 PLUS 41.54; THENCE SOUTHERLY TO A POINT 465
FEET RIGHT OF STATION 739 PLUS 37.17; THENCE SOUTHERLY TO A POINT 465 FEET RIGHT OF STATION
730 PLUS 65.61; THENCE WESTERLY TO THE PLACE OF BEGINNING.

GRANTOR CLAIMS TITLE THROUGH INSTRUMENT RECORDED IN VOLUME 366, PAGE 213 OF THE DEED
BOOK RECORDS OF TUSCARAWAS COUNTY, OHIO.

No Transfer Necessary

Donald R. Kelsey
COUNTY AUDITOR

Said Stations being the Station numbers as stipulated in the hereinbefore mentioned survey
and as shown by plans on file in the Department of Highways, Columbus, Ohio.

It is understood that the tract of land above described contains 6.18 acres,
more or less, exclusive of the present road which occupies 0.00 acres, more or less.

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

And the said Grantor, for ~~himself~~ and ~~her~~ heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that ~~the~~ true and lawful owner of said premises, and ~~is~~ lawfully seized of the same in fee simple, and has ~~the~~ good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that ~~the~~ will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid
Blair E. Zimmerman (Husband) & Anna L. Zimmerman
Anna L. Zimmerman (Wife of Blair E. Zimmerman)
hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Blair E. Zimmerman & Anna L. Zimmerman

have hereunto set their hands, the 15th day of January, in the year of our Lord one thousand nine hundred and Sixty Five

Signed and sealed in presence of:

Walter H. Hoff Anna L. Zimmerman
Walter H. Hoff Blair E. Zimmerman

13949
RECEIVED FOR RECORD
THEODORE W. HOLEWENSON, County Recorder
MAR 25 1965 9:30 AM
Recorded March 25 1965
Vol. 437 Page 913
Tuscarawas County, Ohio Receipt of 2.00

STATE OF OHIO. Tuscarawas COUNTY ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named Blair E. & Anna L. Zimmerman who acknowledged that ~~the~~ did sign the foregoing instrument and that the same is a free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand
"THIS INSTRUMENT WAS PREPARED BY
OHIO DEPARTMENT OF HIGHWAYS." and official seal at Bolton, Ohio



this 15th day of January, A. D. 1965
Walter H. Hoff
My Commission expires 2-3, 1969

FLOWAGE EASEMENT

8953 (Mus. Water, Cons. Dist. to U. S. of America.) T-501-502-D
KNOW ALL MEN BY THESE PRESENTS, That Muskingum Watershed Conservancy District, a body corporate and political sub-
division of the State of Ohio, having its office at New Philadelphia, Ohio, the Grantor, in consideration of Ten thousand eight
hundred seventy-nine Dollars (\$10,879.00) to be paid by the United States of America, the receipt whereof
is hereby acknowledged, does hereby Grant and Convey to the United States of America, Grantee, its successors and assigns forever, a
perpetual easement and the right to flood, as may be necessary from time to time, in the operation of the... Dam,
as set forth in the Official Plan of the District, the following described land situated in the County of Tuscarawas and State of Ohio:

And Township of Lawrence and known as:
Being a part of lot one (1) of the Zoar Tract in the first quarter of township ten (10) north,
range two (2) west, of the United States Military Survey, and a part of the undivided portion of
the said first quarter, and being included within the lines described as follows, to-wit:
Beginning at a stone on the east bank of the Tuscarawas River and on the south line of said lot
1 of the Zoar Tract, which point is north eighty-three degrees and forty-four minutes west (N 83° 44' W)
four thousand one hundred and four and nine-tenths (4104.9) feet from the southeast corner of said
Lot 1; thence along the south line of said lot 1, south eighty-three degrees and forty-four minutes west (N 83° 44' W) two thousand and fifty-five and no tenths (2055.0) feet; thence north twenty-three
degrees and forty-three minutes east (N 23° 43' E) seven hundred and ninety-nine and three-tenths
north twenty-three degrees and forty-three minutes east (N 23° 43' E) seven hundred and seventy-four
degrees and four-tenths (774.7) feet to a point in the road from Bolivar to Zoar; thence north fifty-three
degrees and forty-three minutes west (N 53° 14' W) twenty and no tenths (20.0) feet; thence north thirty
degrees and thirty-eight minutes east (N 31° 38' E) nine hundred and sixty and no tenths (960.0)
feet; thence north sixty-one degrees and fifty-eight minutes west (N 61° 58' W) one thousand one hun-
dred and ten and no tenths (1110.0) feet to a point in the road leading from Bolivar to Sandyville;
thence south fifty degrees and thirty-one minutes west (S 50° 31' W) three hundred and fifty-nine and
three-tenths (359.3) feet to a point on the east bank of the Tuscarawas River; thence along the said
east bank, the following six (6) courses, first, south twenty-three degrees and four minutes west
(S 23° 04' W) four hundred and sixty-one and no tenths (461.0) feet; thence south forty-six degrees
and fifty-four minutes west (S 46° 54' W) four hundred and ninety-three and no tenths (493.0) feet;
thence south forty degrees and eighty-two and no tenths (408.0) feet; thence south thirty-nine
degrees and four-tenths (39.4) feet; thence south sixty-three degrees and fifty-five minutes west (S 63°
seventy degrees and seven-tenths (705.7) feet; thence south thirty-four degrees and thirty-
eight minutes west (S 34° 38' W) two hundred and eighty-one and six-tenths (281.6) feet to a point
on the north line of said lot 1 of the Zoar Tract, and thence south fifteen degrees and five minutes
west (S 15° 05' W) seven hundred and eighty-two and no tenths (782.0) feet to the point of beginning
containing an area of thirty-seven (37) acres in said lot 1 of the Zoar Tract, and an area of sixty
five and one hundredth (65.01) acres in the undivided portion of the said first quarter township,
and having a combined area of one hundred and two and one hundredth (102.01) acres, more or less.

Being the same premises conveyed to Muskingum Watershed Conservancy District by C. J. Lebold,
a widower and unmarried, by deed dated June 21, 1940, DB 239, page 515.
The Flowage Easement herein conveyed is subject to oil and gas leases of The Natural Gas
Company of W. Va., dated September 28, 1922, LR 14, page 622; also pole line easement of The Central
District & Printing Telegraph Company, dated January 21, 1899, LR, 5, page 94; also power line
easements of the Ohio Power Company, dated October 4, 1922, LR 14, page 481, also dated November
25, 1925, LR 1B, page 189, also dated August 11, 1937, DB 226, page 66; also highways easement of
the County of Tuscarawas, dated June 1, 1935, DB 234, page 204.
Subject to all legal highways and streets.

TO HAVE AND TO HOLD unto the United States of America, its successors and assigns forever, the perpetual easement and right
to flood said land, together with the right of entry thereon and the right to remove from the area of said lands flooded by this operation of
said dam as set forth in the Official Plan of the District all existing buildings, the timber, and other natural growth and any other obstruc-
tions, growth, accumulations, brush, trash, filth and any other thing which in any way interferes or may interfere, or tends to render
inaccessible, unsafe or unsanitary, any part of the pool created by said dam. The District reserving, however, all right in and to said lands
not inconsistent with the exercise of said flood easement by the United States in the operation of said-dam for flood control purposes as
set forth in the Official Plan.

And the said Grantor, in consideration of the above specified sum, also hereby releases the United States from all claims for damages
that may hereafter accrue to it by reason of the overflowing of the above described land;
And the said Grantor covenants that it is in the quiet and peaceful possession of said lands, and that it will defend the title to the
right, power, privileges and easement hereby granted and conveyed, as aforesaid, to the United States and its assigns, against the lawful
claims of all persons whomsoever.

IN WITNESS WHEREOF, said MUSKINGUM WATERSHED CONSERVANCY DISTRICT, by Newton Mansfield
its PRESIDENT, and Bryce C. Browning
each duly authorized so to do, has hereunto set its hand and corporate seal this 14th day of November
in the year of our Lord one thousand nine hundred and forty-one.
Signed and Acknowledged in Presence of:
Robert H. Farber
Eitel Kollar
Maskingum Watershed Conservancy District (SEAL)
By: Newton Mansfield its President
Bryce C. Browning its Secretary

STATE OF OHIO, COUNTY OF TUSCARAWAS, ss.
Before me, a notary public in and for said county and state, personally appeared the above named MUSKINGUM WATERSHED
CONSERVANCY DISTRICT, by Newton Mansfield its President and Bryce C. Browning
its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said Corporation and by authority of the Board
of Directors of said Corporation, and that the same is the free act and deed of said Corporation, and the free act and deed of each of them
personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of November
A. D. 1941 (Robert H. Farber, Notary Public)
No Transfer Necessary (Tuscarawas County, Ohio)
O. C. Johnston County Auditor. My commission expires January 22, 1944
Received for Record Nov. 10, 1942, at 2:10 o'clock P. M.
Recorded Nov. 10, 1942, in
Fee \$1.75
Robert H. Farber Notary Public (Seal)
RECORDED BY

6779

J. J. Lebold et ux

to

EASEMENT FOR HIGHWAY PURPOSES

County of Tuscarawas

KNOW ALL MEN BY THESE PRESENTS:

That J. J. Lebold the Grantor, for and in consideration of the sum of One and no/100 dollars (\$1.00) and for other good and valuable considerations to him paid by the County of Tuscarawas, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, clear of all obstructions which interfere with the improvement and/or maintenance of the highway, in, upon and over the lands hereinafter described, situated in Lawrence Township, Tuscarawas County, Ohio, First Quarter, Town 10, Range 2, and bounded and described as follows:

Being a tract of land 50 feet in width across, in, and through the property of the Grantor adjacent to and including the present road and all lands of the said Grantor herein, lying and being between the center line of the present road as existing and occupied June 1st, 1936, and lines parallel thereto and 25 feet therefrom on the east and west sides thereof.

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

And the said Grantor, for himself and his heirs, executors, and administrators, hereby covenants with the said Grantee, its successors and assigns that he is the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Hazel Lebold, wife of J. J. Lebold hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF J. J. Lebold and Hazel Lebold have hereunto set their hand, the 1st day of June in the year of our Lord one thousand nine hundred and thirty six, signed and sealed in the presence of;

Mamie B. McCartney
Frank McCartney

J. J. Lebold
Hazel Lebold

STATE OF OHIO TUSCARAWAS COUNTY ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named J. J. Lebold and Hazel Lebold who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Bolivar O this 1st day of June, A.D. 1936.

(Frank McCartney)
(Notary Public)
(Tuscarawas County, Ohio)

Frank McCartney
(Notarial Seal)

My commission expires May 19, 1939

No Transfer Necessary, R. L. Frazier, Auditor

Received Aug. 8, 1939 at 9:45 A. M.

Recorded Aug. 9, 1939

No Fee

R. L. Frazier Recorder

RECORDED BY *SA*

18306
 Name and Address
 No. J. J. Lebold et al
60
The Ohio Power Co.
 Box No. _____
 Map No. _____
 Drg. No. _____
 Reg. No. _____

This Indenture, made this 11th day of Aug. 1927
 by and between J. J. Lebold and Hazel Lebold, husband and wife

his wife (as unmarried) of the County of Tuscarawas, in the State of Ohio, part 129 of the first part, and THE OHIO POWER COMPANY, a corporation organized and existing under the laws of the State of Ohio, party of the second part.

and in consideration of the sum of One Dollar (\$1.00) in hand paid to the first part by the party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing service in the vicinity of said part 129 of the first part, the first part hereby grants, bargains, sells, conveys, and warrants, to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, above, over, through or across and along any highway as now or hereafter laid out or widened; abutting the following described lands situated in LAWRENCE Township, in the County of TUSCARAWAS in the State of OHIO, and part of Section No. 129 Quarter 2-N Township No. 10-N in the State No. _____ and bounded.

On the North by lands of B. A. Lebold
 On the East by lands of Arthur Lebold
 On the South by lands of Franklin and Anola Waddler
 On the West by lands of Tuscarawas River

This agreement contemplates the relocation of the lines and facilities of the grantee corporation pursuant to its contract with the United States and the Muskingum Watershed Conservancy District. The amounts payable hereunder in connection with such relocations are made or to be made by said District pursuant to the obligations under said contract.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to, alter, remove, repair, replace, or fix, and to remove from said premises or the premises of the first part adjoining the same on either side, any lines, overhead lines or other structures which may endanger the safety or interfere with the use of said poles or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said poles or wires, and the right to the number of said poles, structures, fixtures and wires, for the purpose of patrolling the line, of repairing, maintaining or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the attainment of the purposes herein granted, the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the right, privilege and authority to do any and all things which may be necessary or convenient for the attainment of the purposes herein granted. PROVIDED, HOWEVER, that the said THE OHIO POWER COMPANY shall be liable for the full amount of the cost of such further payment to be made on the basis of the sum of \$15.00 for each pole erected on said lands, hereinafter described, from time to time, whenever and as soon as any poles are erected thereon.

Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or on any premises of the grantor of said lines. All claims for damages caused by the construction, operation and maintenance of said lines, shall be made at the office of the Grantor at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 24, Newark, Ohio, within thirty days after such damages occur. If a dispute arises as to the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scriber's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

In Witness Whereof, the parties of the first part have hereunto set their hand the day and year first above written.

Signed and Acknowledged in the presence of:
Charles Fishley J. J. Lebold
H. J. Richard Hazel Lebold

THE STATE OF OHIO,
Tuscarawas County ss.
 Before me, a Notary Public
 in and for said County, personally appeared the above named
J. J. Lebold and Hazel Lebold

who acknowledged that they did sign the within instrument and that the same is their free act and deed.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 11 day of August
 A. D. 1927.
 My commission expires 1/15, 1928 Charles Fishley
 THE STATE OF OHIO, Notary Public.
 County ss. (SEAL)

Before me, a _____
 in and for said County, personally appeared the above named _____
 who acknowledged that _____ did sign the within instrument and that the same is _____ free act and deed.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____
 A. D. 1927.
 My commission expires _____, 1928 _____ Notary Public.
 THE STATE OF OHIO, _____
 County ss. (SEAL)

Before me, a _____
 in and for said County, personally appeared the above named _____
 who acknowledged that _____ did sign the within instrument and that the same is _____ free act and deed.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____
 A. D. 1927.
 My commission expires _____, 1928 _____ Notary Public.
 THE STATE OF OHIO, _____
 County ss. (SEAL)

Before me, a _____
 in and for said County, personally appeared the above named _____
 who acknowledged that _____ did sign the within instrument and that the same is _____ free act and deed.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____
 A. D. 1927.
 My commission expires _____, 1928 _____ Notary Public.
 THE STATE OF OHIO, _____
 County ss. (SEAL)

Received for Record at 2:05 P. M. 1927 11 1027 Notary Public.
 Recorded in Deed Records Book 22 1927 11 1027 (SEAL)
 Volume _____ Page _____
 Amt. \$ 1.45 Records of _____ County State of _____
Richardson Recorder