



# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 1411 Walden Cr SW

Buyer(s): \_\_\_\_\_

Seller(s): KRANTZ ESTATE

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Ryan Wallick and real estate brokerage McIntire Realty will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD Kathy R. Shuman DATE \_\_\_\_\_

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD Sharon K. Chandler DATE \_\_\_\_\_





# Kyler, Pringle, Lundholm & Durmann

A Legal Professional Association

Jonathan C. Mizer

E-Mail: [jmizer@kpldlaw.com](mailto:jmizer@kpldlaw.com)

Telephone: (330) 343-5585

## TAX AND LEGAL REPORT

**Date:** February 9, 2018

**Our File #:** KRANKA-3

For The Exclusive Use Of:

Wallick Auctions

Property Address:

1411 Walden Cir SW, New Philadelphia

Present Owner:

Kathryn G. Krantz, deceased

Deed Volume/Page:

Vol. 1344, Pg. 1848, Tuscarawas County  
Official Records; and, Vol. 632, Pg. 768,  
Tuscarawas County Deed Records

Transfer Date:

September 15, 1989

Real Estate Taxes Are  
Currently Listed On The  
2017 Tax Duplicate In The  
Name Of:

Kathryn G. Krantz

**Parcel No.:**

**43-06310.000**

Desc.:

Whole Lot 5263

Valuations:

Land:	\$5,760.00/\$16,450.00
Building:	\$31,910.00/\$91,180.00
Total:	\$37,670.00/\$107,630.00
Auv:	N/A

**Taxes:**

General Taxes:	\$1,335.40
Tax Reduction:	-\$437.48
10% Rollback:	-\$72.53
2½% Reduction	-\$18.13
Homestead Credit	-\$187.51
Total Per ½ Year	\$619.75
Unpaid Real:	\$0.00
Current Sa:	\$0.00
Penalty:	\$0.00
Prior Del:	\$0.00

Total Due: \$619.75

Special Assessments: MWCD \$3.00

Taxes for the first half year 2017 are \$622.75 and are paid.

Taxes for the second half year 2017 are 622.75 and are a lien not yet due.

Taxes for the year 2018 are undetermined, but not yet due.

Map Office Approval:

In Compliance

New Description Required

This information, including any lot dimensions, is derived solely from public records. While the information is usually reliable, certainty cannot be assured without a full title examination, title insurance, and a current survey.

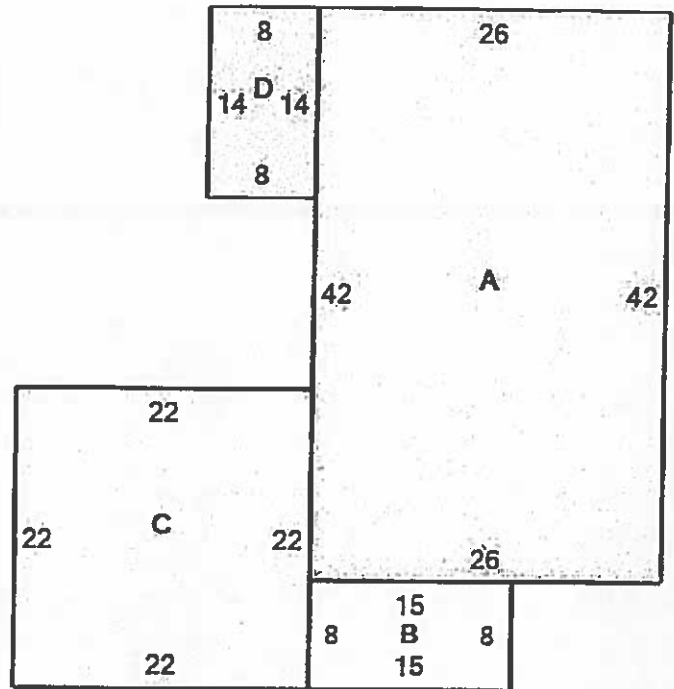
  
Jonathan C. Mizer



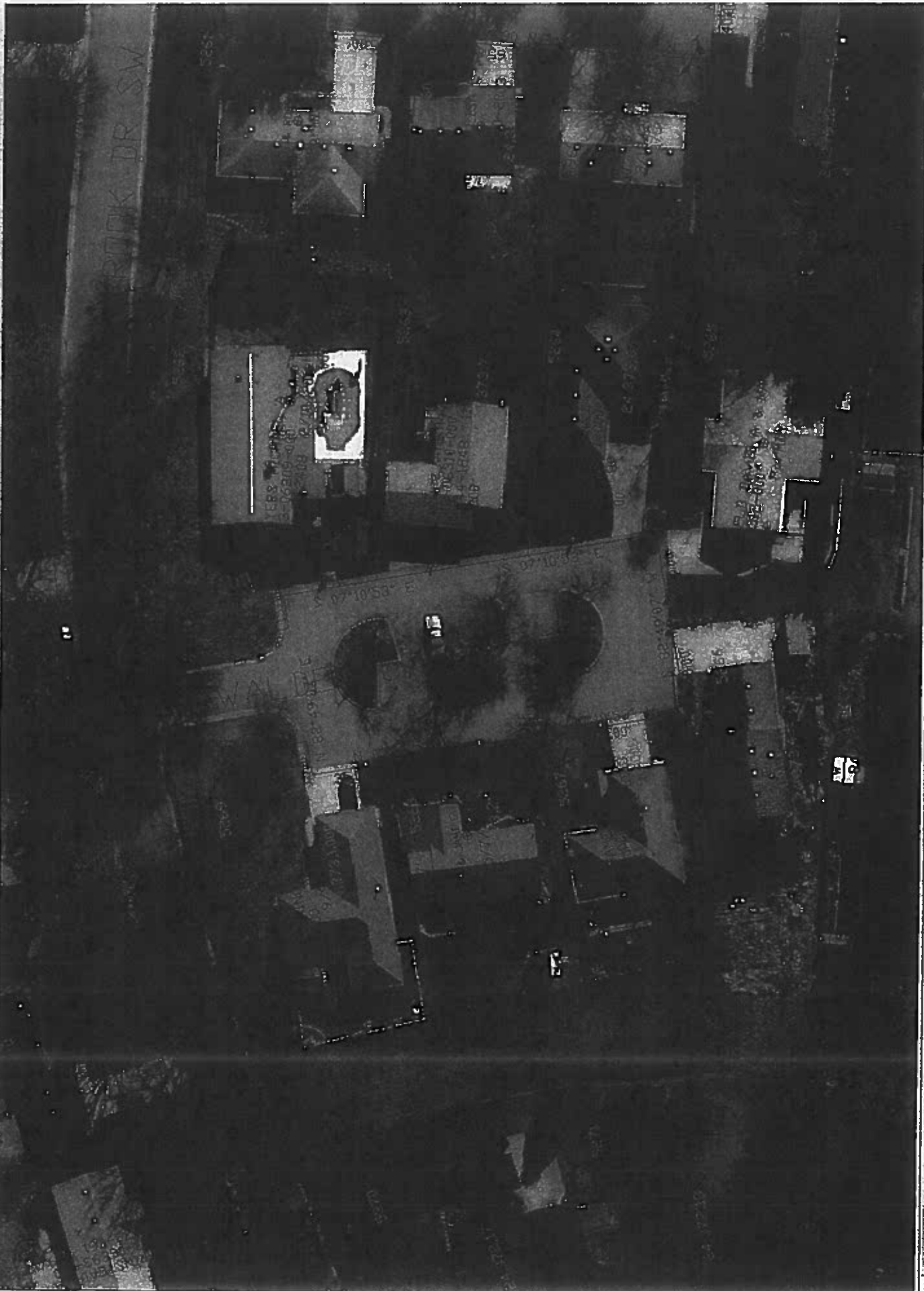
# SKETCH

Card 1

Name	Description	Size
A	1SFR/B	1,092
B	OFF	120
C	2CFG	484
D	WDDK	112









11-a  
Vol 1344  
Pg 1848

# Know all men by these presents

**That** We, JOSEPH C. MIZER and DIANA E. MIZER, husband and wife,  
*the Grantors,*  
who claim title by or through instrument, recorded in Volume 507, Page 774, County Recorder's Office, for the divers good causes and considerations thereunto moving, and especially for the sum of One Dollar and Other Valuable Considerations-----Dollars (\$ 1.00 O.V.C.) received to our full satisfaction of  
HARLEY E. KRANTZ and KATHRYN G. KRANTZ, husband and wife,  
*the Grantees,*  
whose TAX MAILING ADDRESS will be 1411 Walden Ct., SW, New Philadelphia, OH 44663  
do

**Give, Grant, Bargain, Sell and Convey** unto the said Grantees, their heirs and assigns, and to the survivor of them, his or her separate heirs and assigns, the following described premises, situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio:

Being Lot #5263 in Storrie's First Addition to the City of New Philadelphia Ohio, as shown in the plat records of Tuscarawas County, Ohio, in Vol. 15, Page 49 thereof.

Said premises are conveyed subject to all of the restrictions, covenants, and conditions as imposed upon the said Storrie's First Addition and as recorded in D. B. 504, Page 477 of the Tuscarawas County Deed Records and which is incorporated herein and made a part hereof and the grantees by the acceptance of this deed do hereby agree to be bound by all the terms thereof.

18604

REC'D BY RECORDS  
OFFICE  
SEP 15 1 15 PM '89  
FILED IN THE  
OFFICE OF THE  
CLERK OF THE  
RECORDS OF  
TUSCARAWAS COUNTY, OHIO  
1000

**TRANSFERRED**  
TRANSFER FEE 4.50  
CONVEYANCE EXAMINED,  
SEC. 319-202 R. C. COMPLIED WITH  
AMT. 230.00  
SEP 15 1989

"Deed checked for tract description only"  
JOSEPH S. BACHMAN  
Tuscarawas Co. Engineer  
9-15-89 *CLW* Deputy

JOHN A. BEITZEL  
Tuscarawas County Auditor

and the said Grantors, for themselves and their heirs, executors and administrators, hereby covenant with the said Grantees, their heirs and assigns, that said Grantors are the true and lawful owners of said premises, and are well seized of the same in fee simple, and have good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except real estate taxes and assessments which will be prorated to the date of transfer,

and further, that said Grantor will warrant and defend the same against all claims of all persons whatsoever, except as hereinbefore provided.

*[Illegible text]*

In Witness Whereof we have hereunto set our hands, the 14th day of September, in the year of our Lord one thousand nine hundred and eighty-nine.  
Signed and acknowledged in presence of

*[Signature]*  
*[Signature]*

*[Signature]*  
Joseph C. Mizer  
*[Signature]*  
Diana E. Mizer

State of Ohio }  
Tuscarawas County, ss. Before me, a Notary Public, in and for said County and State, personally appeared the above named Joseph C. Mizer and Diana E. Mizer who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

RECEIVED  
SEP 14 1989  
11 8 00 AM '89

In Testimony Whereof, I have hereunto set my hand and official seal, at New Philadelphia this 14th day of September, A. D. 1989.  
*[Signature]*

This instrument prepared by  
Attorney James S. Thomasson  
830 Society Building  
Akron, OH 44308

Notary Public  
AMY C. LENDON  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES FEB. 1, 1994

**County Auditor**

JOSEPH C. MIZER  
and  
DIANA E. MIZER  
husband and wife)  
TO  
ARLEY E. KRANTZ  
and  
ATHRYN G. KRANTZ  
husband and wife)

61

COUNTY AUDITOR

State of Ohio

bed for Record on the

19

o'clock M.

19

Page

COUNTY RECORDER

Fee \$

49.

49

PLAT OF  
**STORRIE'S FIRST ADDITION**  
 TO  
 THE CITY OF NEW PHILADELPHIA, OHIO  
 SURVEYED AND PLATTED  
 BY  
 GEORGE A. FIEDLER AND ASSOCIATES  
 DOVER, OHIO  
 SCALE: 1" = 50'-0" 1973

WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE PREMISES AND PREPARED THE ATTACHED PLAT AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

*James D. Simmons*  
 REGISTERED SURVEYOR

SITUATED IN THE COUNTY OF TUSCARAWAS, STATE OF OHIO, CITY OF NEW PHILADELPHIA AND BEING PART OF A 28.19 ACRE TRACT AND A 3.60 ACRE TRACT IN THE FOURTH QUARTER, TOWNSHIP EIGHT, RANGE TWO OF THE UNITED STATES MILITARY LANDS; BEING CONVEYED TO JOHN E. STORRIE AND DOROTHY STORRIE BY DEED RECORDED IN VOLUME 407, PAGE 26 OF THE TUSCARAWAS COUNTY DEED RECORDS.

THE UNDERSIGNED JOHN E. STORRIE AND DOROTHY STORRIE, AS OWNERS OF STORRIE'S FIRST ADDITION, DO HEREBY CERTIFY AND ACCEPT THAT THE ATTACHED PLAT CORRECTLY REPRESENTS STORRIE'S FIRST ADDITION, A SUBDIVISION OF LOTS 5230 TO 5284 CONSISTING OF AN AREA OF 28.03 ACRES, OF WHICH 22.43 ACRES IS FROM SAID 28.19 ACRE TRACT AND 3.60 ACRES IS FROM SAID 3.60 ACRE TRACT. EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC UTILITY LINES.

IN WITNESS WHEREOF, JOHN E. STORRIE AND DOROTHY STORRIE HAVE HERETO SET THEIR HANDS THIS 14<sup>th</sup> DAY OF JANUARY, 1974

WITNESSES

*Donald H. Simmons*  
*Thomas H. Bonnell*

OWNERS

*John E. Storrie*  
*Dorothy J. Storrie*

STATE OF OHIO  
 COUNTY OF TUSCARAWAS

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, PERSONALLY CAME JOHN E. STORRIE AND DOROTHY STORRIE AS OWNERS OF STORRIE'S FIRST ADDITION, WHO ACKNOWLEDGE THE SIGNING OF THE FOREGOING CERTIFICATE TO BE THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS

14<sup>th</sup> DAY OF JANUARY, 1974

MY COMMISSION EXPIRES 1<sup>st</sup> MARCH 1974  
Public Commission

*Donald H. Simmons*  
 NOTARY PUBLIC, TUSCARAWAS COUNTY, OHIO

APPROVED THIS 28 DAY OF JANUARY, 1974

*Joseph A. Fuller*  
 CITY ENGINEER, NEW PHILADELPHIA, OHIO

APPROVED THIS 24<sup>th</sup> DAY OF JANUARY, 1974

*Bonnie Sue Wright*  
 SECRETARY, PLANNING DEPARTMENT, NEW PHILADELPHIA

APPROVED BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA, OHIO THIS 28 DAY OF JANUARY

*Floyd F. Young*  
 MAYOR

*Harold B. Williams*  
 CLERK

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL TO

12<sup>th</sup> DAY OF MARCH, 1974 Fee \$3.50

*Donald H. Simmons*  
 NOTARY PUBLIC, TUSCARAWAS COUNTY, OHIO

TRANSFERRED THIS 12<sup>th</sup> DAY OF MARCH, 1974

FILED FOR RECORD THIS 12<sup>th</sup> DAY OF MARCH, 1974

9:31 AM

RECORDED THIS 14<sup>th</sup> DAY OF MARCH, 1974.

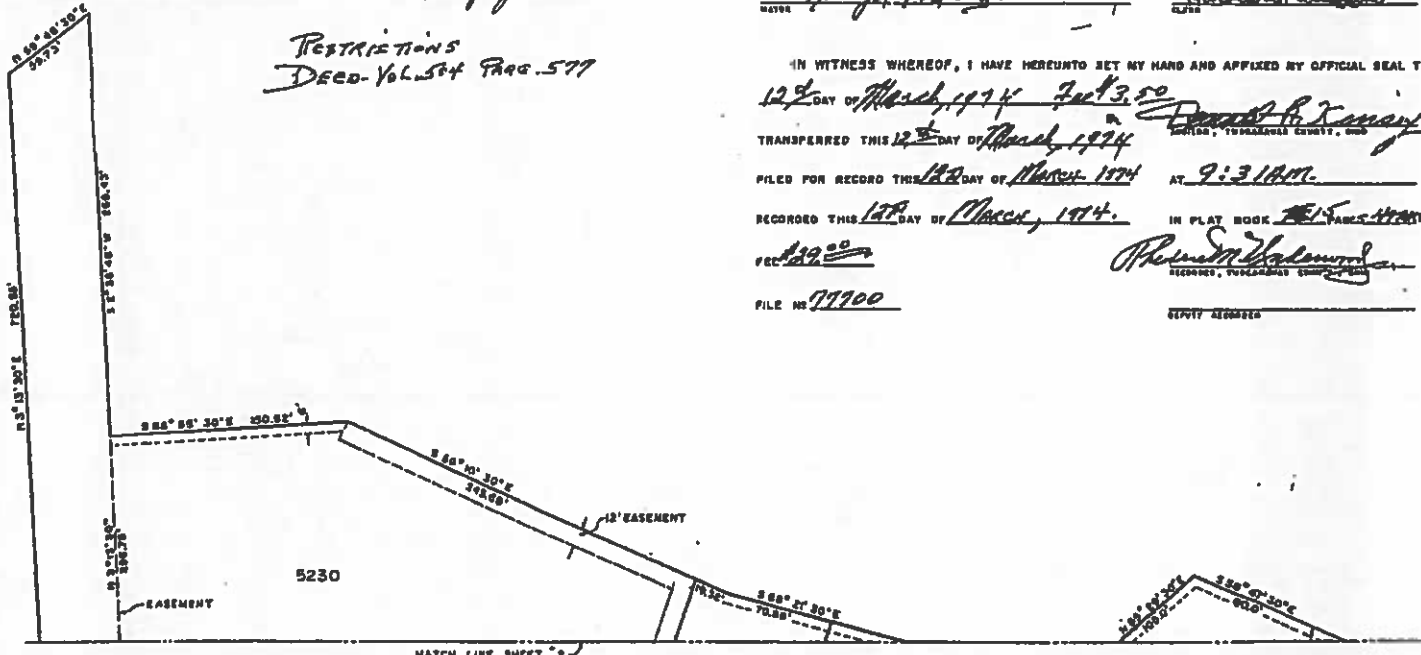
IN PLAT BOOK 251 PAGE 47

Fee \$3.50

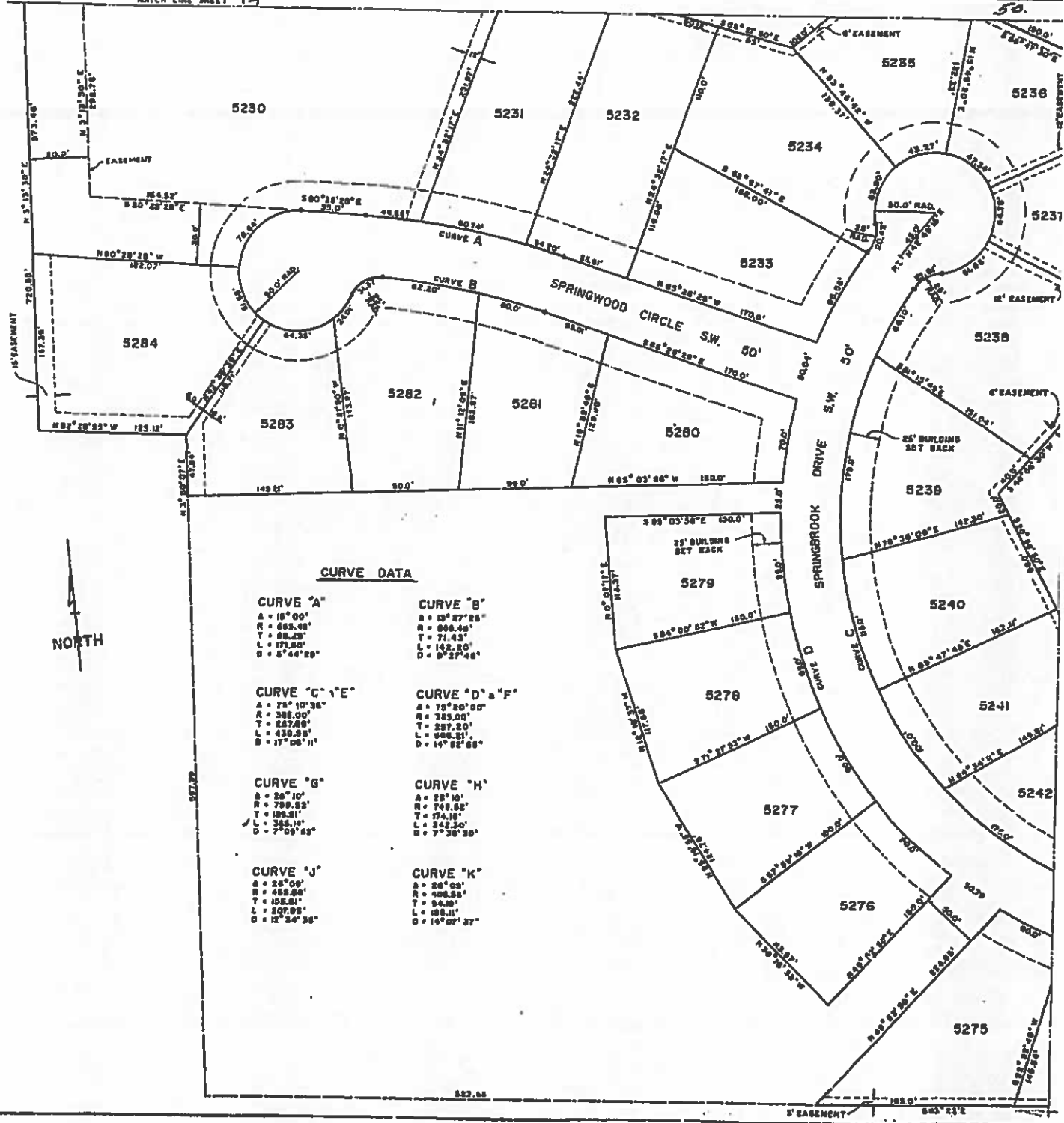
*Phyllis M. Walwood*  
 REGISTERED, TUSCARAWAS COUNTY, OHIO

FILE NO 97700

EXPIRY 12/31/74



MATCH LINE SHEET

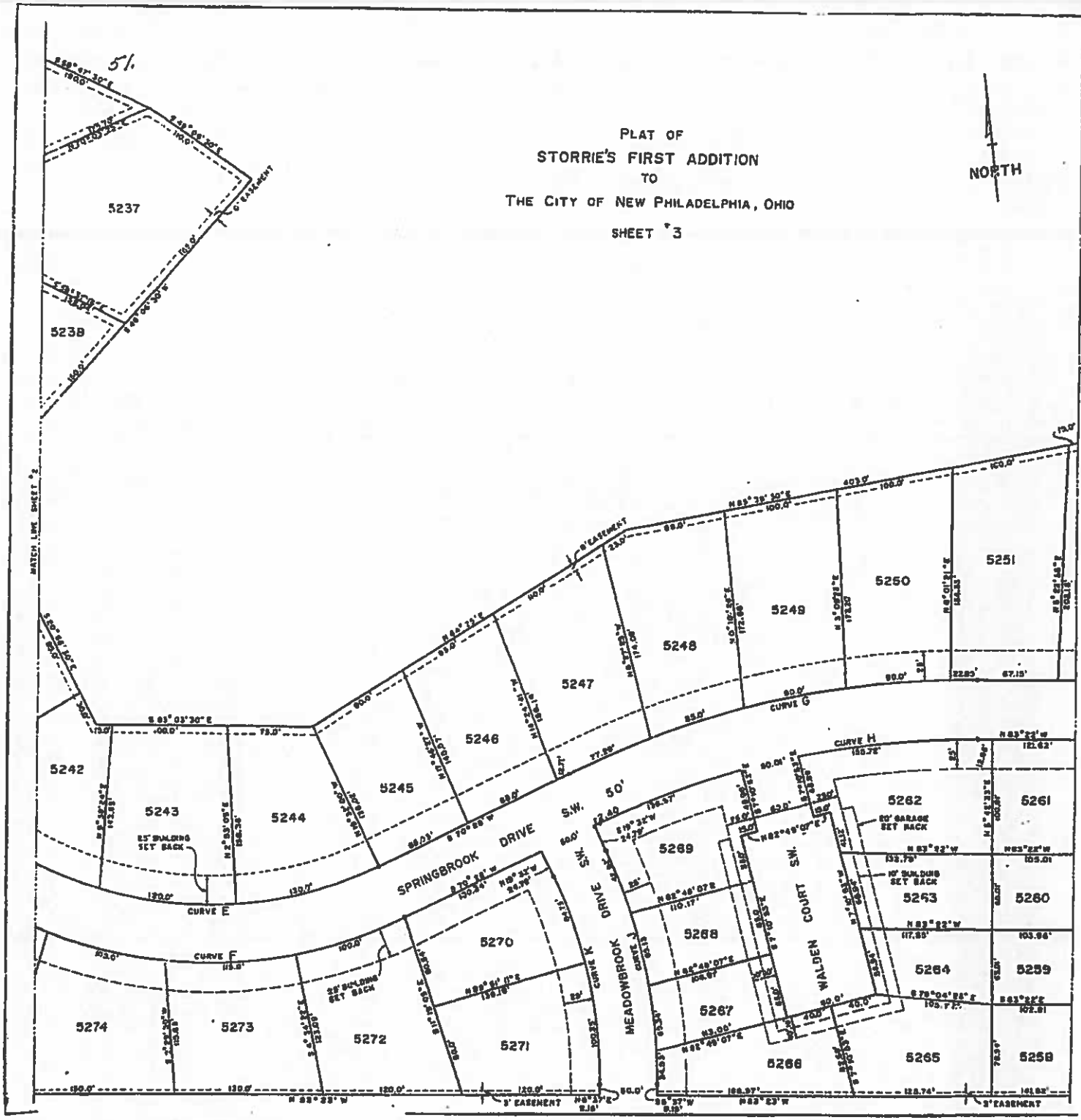


**CURVE DATA**

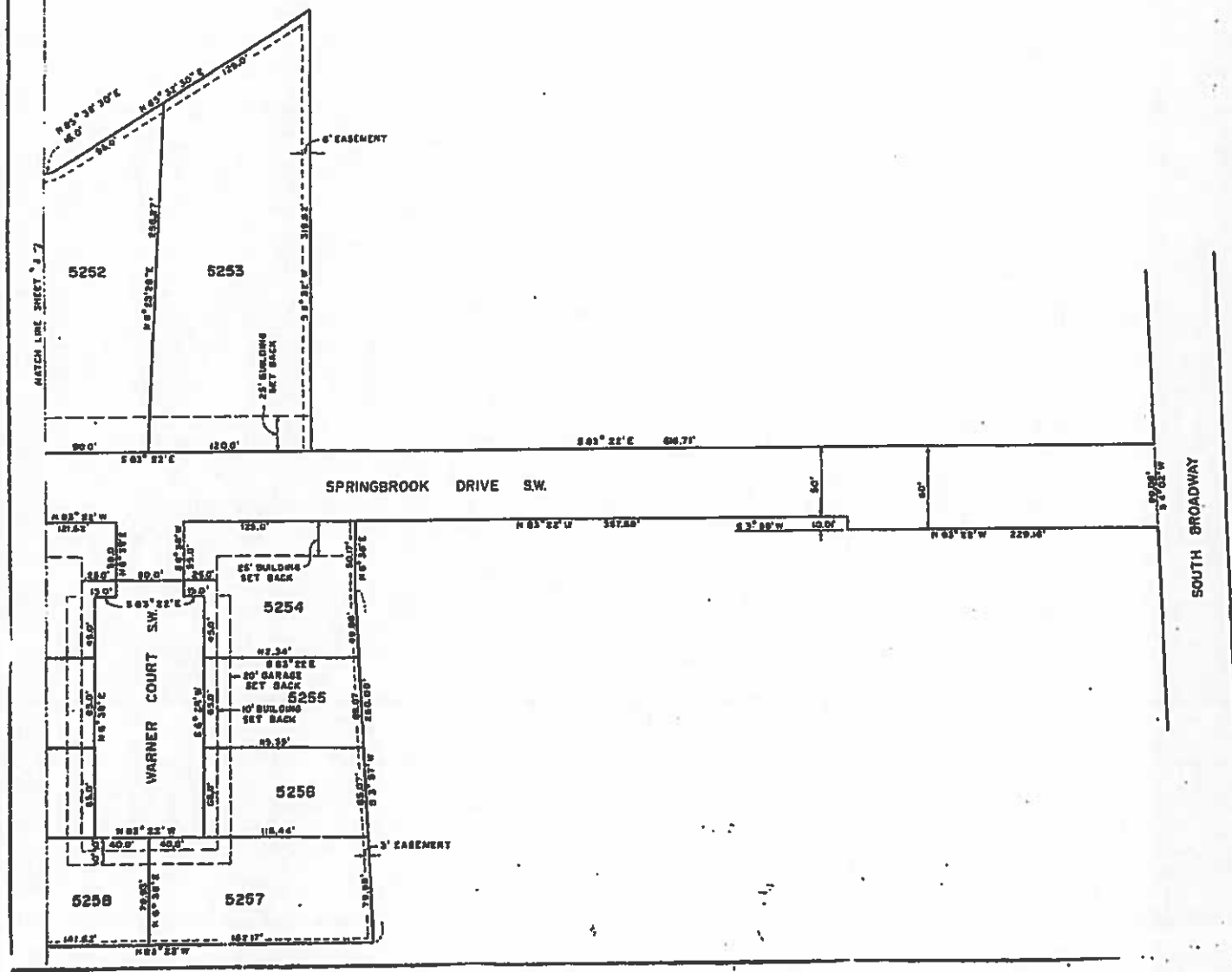
<p><b>CURVE "A"</b>          A = 18° 00'          R = 693.43'          T = 68.23'          L = 171.85'          D = 8° 44' 29"</p>	<p><b>CURVE "B"</b>          A = 13° 27' 26"          R = 866.48'          T = 71.43'          L = 161.26'          D = 6° 27' 46"</p>
<p><b>CURVE "C" &amp; "E"</b>          A = 75° 10' 36"          R = 398.00'          T = 257.89'          L = 438.81'          D = 17° 08' 11"</p>	<p><b>CURVE "D" &amp; "F"</b>          A = 75° 30' 00"          R = 383.00'          T = 287.20'          L = 606.31'          D = 14° 52' 58"</p>
<p><b>CURVE "G"</b>          A = 28° 10'          R = 799.52'          T = 195.91'          L = 365.14'          D = 7° 09' 49"</p>	<p><b>CURVE "H"</b>          A = 28° 10'          R = 749.52'          T = 174.10'          L = 342.30'          D = 7° 38' 30"</p>
<p><b>CURVE "J"</b>          A = 26° 09'          R = 458.88'          T = 105.51'          L = 207.95'          D = 12° 34' 36"</p>	<p><b>CURVE "K"</b>          A = 26° 09'          R = 408.88'          T = 94.10'          L = 188.11'          D = 14° 07' 27"</p>

NORTH

PLAT OF  
STORRIE'S FIRST ADDITION  
TO  
THE CITY OF NEW PHILADELPHIA, OHIO  
SHEET 3



PLAT OF  
 STORRIE'S FIRST ADDITION  
 TO  
 THE CITY OF NEW PHILADELPHIA, OHIO  
 SHEET '4



RESTRICTIONS, COVENANTS AND CONDITIONS  
 IMPOSED UPON ALL LOTS CONSTITUTING  
 STORRIE'S FIRST ADDITION TO THE CITY  
 OF NEW PHILADELPHIA, OHIO...

77699

All of the lots in Storrie's First Addition to the City of New Philadelphia, Ohio, are and shall be subject to the following general plan of development and all of the covenants, conditions and restrictions as hereinafter set forth.

The said general plan of development for the said Addition are adopted and imposed for the benefit and protection of all present and future owners of property in said Addition only. Said general plan and covenants, conditions and restrictions thereof, constitute a general plan for the development of said Addition only and for the protection of all present and future owners of property in said Addition and all of the conditions and restrictions hereinafter set forth shall be construed together. This general plan of development shall be filed of record with the plat of the said Addition and all deeds for the lots in said Addition shall either set forth these conditions and restrictions in full or shall incorporate them by reference to the recorded plat and this general plan of development of said Addition.

1. All lots in this sub-division shall be used exclusively for single family, private dwelling purposes and for no other purpose or purposes.

2. All lots in this sub-division shall be subject to the provision that there shall be permitted an attached garage only to a dwelling house and there shall be no other structure or outbuildings erected, placed or suffered to remain upon any lot except temporary structures erected by the developer, his heirs and assigns, in connection with the improvement of the premises. There shall be no basement type dwellings erected, placed or suffered to remain upon any lot.

3. No structure shall be erected, placed or suffered to remain on any lot nearer to the boundary lines of such lot than the minimum building set back lines as shown on the recorded plat of this subdivision. For the purposes of this restriction, eaves, steps and porches shall be considered as a

part of such structure.

4. The ground floor area of such dwelling house, exclusive of one story open porches and garages, shall be not less than nine hundred (900) square feet for a one story dwelling and fifteen hundred (1500) square feet for a one and one-half story or two story dwelling.

5. No concrete block structures shall be erected, placed or suffered to remain on any lot and no structure of any kind shall be erected, placed or suffered to remain on any lot without approval of the location, plans and specifications therefore having first been obtained in writing from the developer, his heirs or assigns. The developer does hereby expressly reserve the right to assign his powers under this paragraph of this general plan of development to a home owners association made up of at least a majority of the home owners of lots in said subdivision at the time the said assignment may be made.

6. No sign of any kind shall be displayed to public view on any lot except one sign of not more than six square feet advertising the premises for sale or leased; or signs used by the developer, his heirs or assigns, to advertise the premises during the subdivision construction and sales.

7. No housetrailer, animals, livestock or poultry shall be maintained on any lot except that dogs, cats and other household pets may be so maintained if not raised, bred or maintained for commercial purposes.

8. No business or trade shall be conducted on any lot; no spirituous, vinous, or fermented liquors shall be manufactured or sold upon any lot; nor, in general, shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any persons residing in said subdivision.

9. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to such natural flow of surface water, and any improvements made on or under any easement shall be made at the risk of the owner of the lot on which such improvements are made.

10. Nothing shall be stored or suffered to remain outside of any dwelling house and attached garage, but all tangible property shall be stored inside of the garage as set forth herein above.

11. No portion of the lot, nearer to any highway than the building lines established under the provisions of the subdivision as set forth on the plat thereof, shall be used for any purpose other than that of a lawn.



VOL 504 PAGE 579

12. NO external antennas of any kind shall be permitted to be attached to or suffered to remain on said lots or buildings thereon.

13. No live trees planted in said subdivision shall be removed by lot owners without the prior written approval of at least a majority of the lot owners in said subdivision.

Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for statuary, fountains, and similar ornamentations, for the purpose of beautifying said premises; but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

14. The developer reserves the sole and exclusive right to establish grades and slopes on the premises hereby conveyed, and to fix the grade at which any building shall be hereafter erected or placed thereon, so that the same may conform to this general plan.

15. The restrictions imposed by this general plan upon the use of the subdivision and the lots thereof shall not be held to prevent the use of adjoining and adjacent lands by the grantor, owner, or their heirs or assigns for such other purposes or in such other manner as will not, in their judgment, adversely affect the lots in said subdivision to a material degree, and such use of such other lands shall be not be held as relieving the subsequent purchasers or owners of lots in said subdivision from the restrictions imposed upon the subdivision and the lots therein.

16. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions hereof, and shall run with the land, and shall bind all subsequent owners, their heirs and assigns of any and all lots in said subdivision until the first day of January, 2003, in any event; and continuously thereafter, unless and until any proposed change shall have been approved in writing by a majority of the owners of the legal title to the lots in said subdivision.

17. In the event that any person or persons violate, or attempt to violate, any of the covenants and restrictions hereinabove enumerated, any lot owner in this subdivision shall have the right to prosecute any proceedings at law or in equity against such person or persons, either to enjoin such violation or recover damages for the same.

18. In validation of any of the covenants and restrictions hereinbefore enumerated by judgment or a court order shall not affect the validity of the remaining covenants and restrictions.

The foregoing is hereby made a part of the Plat of Storrie's First Addition to New Philadelphia, Ohio and recorded herewith.

*Signatures of Jesus and Donald W. [unclear]*

*John Storrie*  
John Storrie  
*Dorothy Storrie*  
Dorothy Storrie

Before me a Notary Public in and for said county came John Storrie and Dorothy Storrie who acknowledged that they signed the foregoing and that the same is their free act and deed.  
Dated January 28th 1974.

*Donald W. Zimmerman*  
Notary Public

Donald W. Zimmerman  
Notary Public  
Permanent Commission

77699

RECEIVED FOR RECORD  
THEODORE W. UNDERWOOD, County Recorder

MAR 12 1974 9:30 AM

Recorded Mar 12 1974  
Vol. \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_  
Recd \_\_\_\_\_ Records of  
Tuscarawas County, Ohio

MR 504  
Plat  
15-Pgs. 49 TMS-52

NO TRANSFER NECESSARY  
*Donald R. Kinsey*  
COUNTY AUDITOR

Instrument Prepared by:

FITZPATRICK AND  
ZIMMERMAN Co., L.P.A.  
ATTORNEYS AT LAW  
208 EAST HIGH AVENUE  
NEW PHILADELPHIA, OHIO  
44663

# ALTA Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

## NOTICE:



**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT. THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED. THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

# Old Republic National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE FORM

### SCHEDULE A

1. **Effective date:** February 13, 2018 at 7:59 a.m. **File No.** KRANKA-3

2. **Policy or Policies to be issued:** **Amount**

(a)  **Owners Policy** \$ 107,630.00

**Proposed Insured:**  
Successful purchaser at auction

(b) **Loan Policy** \$  
**Proposed Insured:**

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

4. **Title to the fee simple estate or interest in the land is at the Effective Date vested in:**

Kathryn G. Krantz, Volume 1344, Page 1848, Tuscarawas County Official Records; and, Volume 632, Page 768, Tuscarawas County Deed Records

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

Situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio:

Being Lot #5263 in Storrie's First Addition to the City of New Philadelphia Ohio, as shown in the plat records of Tuscarawas County, Ohio, in Vol. 15, Page 49 thereof.

Said premises are conveyed subject to all of the restrictions, covenants, and conditions as imposed upon the said Storrie's First Addition and as recorded in D.B. 504, Page 477 of the Tuscarawas County Deed Records and which is incorporated herein and made a part hereof and the grantees by the acceptance of this deed do hereby agree to be bound by all the terms thereof.

**Parcel Number:** 43-06310.000

**Issuing Agent:** Jonathan C. Mizer

**Agent Control No.** A34361

**Address:** 405 Chauncey Avenue, NW, PO Box 668

**City, State, Zip:** New Philadelphia, OH 44663

**Telephone:** (330) 343-5585

#### Old Republic National Title Insurance Company Insurance Fraud Warning

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

# *Old Republic National Title Insurance Company*

## COMMITMENT FOR TITLE INSURANCE FORM

File Number: KRANKA-3

Effective Date: February 13, 2018

### SCHEDULE B - SECTION I

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
  - A Deed from Sharon Chambers and Kathy Shaver, Co-Executors of the Estate of Kathryn G. Krantz, deceased, vesting fee simple title in the successful purchaser at auction;
  - B Payment of Taxes for the 2<sup>nd</sup> half of 2017;
  - C Owner's Title Affidavit executed by Seller(s);
  - D Pending the administration of the estate of Kathryn G. Krantz , deceased, Tuscarawas County Probate Case No. 2018 ES 59402, in which the will of Kathryn G. Krantz was admitted to Probate on February 7, 2018, and in which Sharon Chambers and Kathy Shaver have been appointed Co-Fiduciaries/Co-Executors.

# *Old Republic National Title Insurance Company*

## COMMITMENT FOR TITLE INSURANCE FORM

### SCHEDULE B - SECTION II

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a government authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Any claim which arises out of the transaction creating the interest insured by this Policy by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law.
8. The following exception will appear in any loan policy to be issued pursuant to this agreement: Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.
9. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exceptions.
10. The Tuscarawas County Auditor's 2017 General Tax Duplicate for Parcel #43-06310.000 shows:  
  
Taxes for the first half of the year 2017 in the amount of \$622.75, including a special assessment of \$3.00, and including a homestead reduction of \$187.51, are paid. Taxes for the second half of the year 2017 in the amount of \$622.75, including a special assessment of \$3.00, and including a homestead reduction of \$187.51, are a lien not yet due. Taxes for the year 2018 are a lien not yet determined.  
  
Additions, recoupments or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.
11. Pending the administration of the estate of Kathryn G. Krantz, deceased, Tuscarawas County Probate Case No. 2018 ES 59402, in which the will of Kathryn G. Krantz was admitted to Probate on February 7, 2018, and in which Sharon Chambers and Kathy Shaver have been appointed Co-Fiduciaries/Co-Executors.
12. Subject to all matters and restrictions set forth in the Plat of Storrie's First Addition to the City of New Philadelphia recorded in

13. Oil and gas lease by Clyde R. Robinson and Nellie M. Robinson, husband and wife, to F. B. Walton dated February 16, 1943 and recorded on February 24, 1943 at 12:40 p.m. in Volume 39, Page 452, Tuscarawas County Lease Records. NO FURTHER EXAMINATION OF LEASEHOLD ESTATE WAS MADE.
14. Subject to the Restrictions, Covenants and Conditions Imposed Upon All Lots Constituting Storrie's First Addition to the City of New Philadelphia, Ohio dated January 28, 1974 and recorded on March 12, 1974 at 9:30 a.m. in Volume 504, Page 577, Tuscarawas County Deed Records.
15. Subject to restrictions as set forth in a deed from Hilan G. Holderbaum and Lois M. Holderbaum, husband and wife, to John E. Storrie and Dorothy Storrie dated December 28, 1971 and recorded on January 5, 1972 at 10:17 a.m. in Volume 487, Page 92, Tuscarawas County Deed Records.
16. Subject to restrictions as set forth in a deed from Clyde R. Robinson and Nellie M. Robinson, husband and wife, to Hilan G. Holderbaum dated April 16, 1964 and recorded on April 27, 1964 at 1:07 p.m. in Volume 431, Page 851, Tuscarawas County Deed Records.
17. Easement from H.G. Holderbaum and Lois M. Holderbaum, his wife, to The Ohio Power Company dated April 31, 1964 and recorded on April 31, 1964 at 1:52 p.m. in Volume 434, Page 469, Tuscarawas County Deed Records.
18. Easement from John E. Storrie and Dorothy Storrie, his wife, to Ohio Power Company dated June 7, 1972 and recorded July 3, 1972 at 2:23 p.m. in Volume 490, Page 846, Tuscarawas County Deed Records.
19. Pipeline right of way from Joseph C. Mizer and Diana E. Mizer, his wife, to The East Ohio Gas Company dated September 10, 1974 and recorded on September 25, 1974 at 11:20 a.m. in Volume 509, Page 163, Tuscarawas County Deed Records.
20. Easement from Joseph C. Mizer and Diana E. Mizer, his wife, to Ohio Power Company dated September 18, 1974 and recorded on October 7, 1974 at 1:49 p.m. in Volume 509, Page 404, Tuscarawas County Deed Records.
21. No search was made of U.S. District Court or Bankruptcy Court records and an exception in this regard will appear on any policy to be issued by the company.
22. This commitment for title insurance is issued in contemplation of the issuance of a policy, or policies, of title insurance and Kyler, Pringle, Lundholm & Durmann, L.P.A. or Old Republic National Title Insurance Company (hereinafter "Old Republic") shall have no obligation outside the terms of this commitment. Specifically, any title search or examination conducted by Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association as a basis for issuing this commitment shall be for the benefit of Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association and Old Republic only, and does not inure to the benefit of any other party, including any seller, purchaser or lender. In the event any proposed insured under this commitment fails to acquire, or elects not to acquire, a final policy prior to the expiration date of the commitment, said proposed insured shall have no cause of action or recourse against Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association or Old Republic and in no event shall any proposed insured have any claim or cause of action against Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association or Old Republic based on the title search or examination. By accepting the within commitment, the proposed insured, along with any other parties to the contemplated transaction, consents to and agrees with the foregoing.
23. This policy does not insure the area, quantity or accuracy of dimensions of the premises described in Schedule A, herein.
24. Items #1, #2, and #5 will be deleted from the final owner's and loan policies upon receipt of an appropriate executed affidavit. Item #3 will be deleted from the final loan policy upon receipt of an acceptable mortgage location survey and payment of the standard fee. Item #4 will be deleted from the final owner's and loan policies upon receipt of an acceptable affidavit and payment of the standard fee.

#### END OF SCHEDULE B

**NOTE:** There is hereby deleted any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate State, Local or Federal Law.

**NOTE:** Effective on January 1, 2007 all outstanding Closing Protection Letters issued by the Company on behalf of any Agent will be terminated by Law. Pursuant to O.R.C. 3953.32 any Closing Protection Coverage requested for a real estate closing which

takes place on or after January 1, 2007 can be provided only upon the form approved by the Ohio Department of Insurance. This Closing Protection Coverage must be transaction specific.

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



5. **LIMITATIONS OF LIABILITY** (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to: (i) comply with the Schedule B, Part I—Requirements; (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or (iii) acquire the Title or create the Mortgage covered by this Commitment. (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had knowledge of the matter and did not notify the Company about it in writing. (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured. (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount. (e) The Company shall not be liable for the content of the Transaction Identification Data, if any. (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company. (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

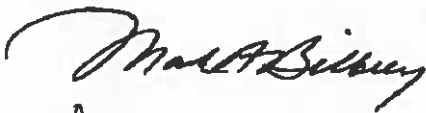
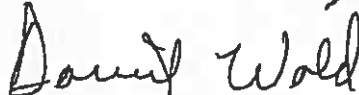
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company*

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

  
\_\_\_\_\_  
JONATHAN C. MIZER

By  *Mark A. Bissney* President  
Attest  *David Wald* Secretary

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

RESTRICTIONS, COVENANTS AND CONDITIONS  
 IMPOSED UPON ALL LOTS CONSTITUTING  
 STORRIE'S FIRST ADDITION TO THE CITY  
 OF NEW PHILADELPHIA, OHIO...

77699

All of the lots in Storrie's First Addition to the City of New Philadelphia, Ohio, are and shall be subject to the following general plan of development and all of the covenants, conditions and restrictions as hereinafter set forth.

The said general plan of development for the said Addition are adopted and imposed for the benefit and protection of all present and future owners of property in said Addition only. Said general plan and covenants, conditions and restrictions thereof, constitute a general plan for the development of said Addition only and for the protection of all present and future owners of property in said Addition and all of the conditions and restrictions hereinafter set forth shall be construed together. This general plan of development shall be filed of record with the plat of the said Addition and all deeds for the lots in said Addition shall either set forth these conditions and restrictions in full or shall incorporate them by reference to the recorded plat and this general plan of development of said Addition.

1. All lots in this sub-division shall be used exclusively for single family, private dwelling purposes and for no other purpose or purposes.
2. All lots in this sub-division shall be subject to the provision that there shall be permitted an attached garage only to a dwelling house and there shall be no other structure or outbuildings erected, placed or suffered to remain upon any lot except temporary structures erected by the developer, his heirs and assigns, in connection with the improvement of the premises. There shall be no basement type dwellings erected, placed or suffered to remain upon any lot.
3. No structure shall be erected, placed or suffered to remain on any lot nearer to the boundary lines of such lot than the minimum building set back lines as shown on the recorded plat of this subdivision. For the purposes of this restriction, eaves, steps and porches shall be considered as a

part of such structure.

4. The ground floor area of such dwelling house, exclusive of one story open porches and garages, shall be not less than nine hundred (900) square feet for a one story dwelling and fifteen hundred (1500) square feet for a one and one-half story or two story dwelling.

5. No concrete block structures shall be erected, placed or suffered to remain on any lot and no structure of any kind shall be erected, placed or suffered to remain on any lot without approval of the location, plans and specifications therefore having first been obtained in writing from the developer, his heirs or assigns. The developer does hereby expressly reserve the right to assign his powers under this paragraph of this general plan of development to a home owners association made up of at least a majority of the home owners of lots in said subdivision at the time the said assignment may be made.

6. No sign of any kind shall be displayed to public view on any lot except one sign of not more than six square feet advertising the premises for sale or leased; or signs used by the developer, his heirs or assigns, to advertise the premises during the subdivision construction and sales.

7. No housetrailer, animals, livestock or poultry shall be maintained on any lot except that dogs, cats and other household pets may be so maintained if not raised, bred or maintained for commercial purposes.

8. No business or trade shall be conducted on any lot; no spirituous, vinous, or fermented liquors shall be manufactured or sold upon any lot; nor, in general, shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any persons residing in said subdivision.

9. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to such natural flow of surface water, and any improvements made on or under any easement shall be made at the risk of the owner of the lot on which such improvements are made.

10. Nothing shall be stored or suffered to remain outside of any dwelling house and attached garage, but all tangible property shall be stored inside of the garage as set forth herein above.

11. No portion of the lot, nearer to any highway than the building lines established under the provisions of the subdivision as set forth on the plat thereof, shall be used for any purpose other than that of a lawn,

12. NO external antennas of any kind shall be permitted to be attached to or suffered to remain on said lots or buildings thereon.

13. No live trees planted in said subdivision shall be removed by lot owners without the prior written approval of at least a majority of the lot owners in said subdivision.

Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for statuary, fountains, and similar ornamentations, for the purpose of beautifying said premises; but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

14. The developer reserves the sole and exclusive right to establish grades and slopes on the premises hereby conveyed, and to fix the grade at which any building shall be hereafter erected or placed thereon, so that the same may conform to this general plan.

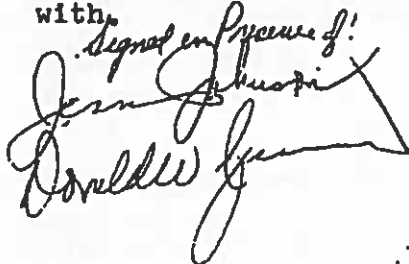
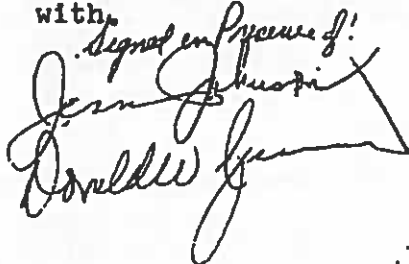
15. The restrictions imposed by this general plan upon the use of the subdivision and the lots thereof shall not be held to prevent the use of adjoining and adjacent lands by the grantor, owner, or their heirs or assigns for such other purposes or in such other manner as will not, in their judgment, adversely affect the lots in said subdivision to a material degree, and such use of such other lands shall be not be held as relieving the subsequent purchasers or owners of lots in said subdivision from the restrictions imposed upon the subdivision and the lots therein.

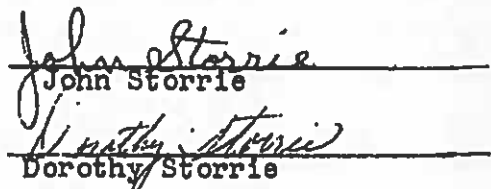
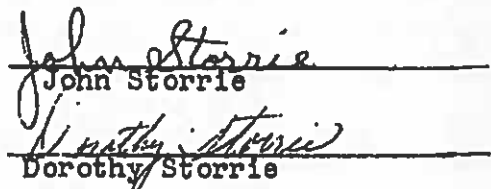
16. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions hereof, and shall run with the land, and shall bind all subsequent owners, their heirs and assigns of any and all lots in said subdivision until the first day of January, 2003, in any event; and continuously thereafter, unless and until any proposed change shall have been approved in writing by a majority of the owners of the legal title to the lots in said subdivision.

17. In the event that any person or persons violate, or attempt to violate, any of the covenants and restrictions hereinabove enumerated, any lot owner in this subdivision shall have the right to prosecute any proceedings at law or in equity against such person or persons, either to enjoin such violation or recover damages for the same.

18. In validation of any of the covenants and restrictions hereinbefore enumerated by judgment or a court order shall not affect the validity of the remaining covenants and restrictions.

The foregoing is hereby made a part of the Plat of Storrie's First Addition to New Philadelphia, Ohio and recorded herewith.

*signed in presence of:*  
  


  
John Storrie  
  
Dorothy Storrie

Before me a Notary Public in and for said county came John Storrie and Dorothy Storrie who acknowledged that they signed the foregoing and that the same is their free act and deed.  
Dated January 28th 1974.

*Donald W. Zimmerman*  
Notary Public

Donald W. Zimmerman  
Notary Public  
Permanent Commission

77699

RECEIVED FOR RECORD

THEODORE M. UNDERWOOD, County Recorder

MAR 12 1974 9:30 AM

Recorded Mar 12 1974

Vol. \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Deed Records of

Tuscarawas County, Ohio

MR  
504

50

NO TRANSFER NECESSARY

*Donald R. Kinsey*

Plat  
15-Pgs. 49 TMRU-52

COUNTY AUDITOR

Instrument Prepared by:

FITZPATRICK AND  
ZIMMERMAN CO., L.P.A.  
ATTORNEYS AT LAW  
203 EAST HIGH AVENUE  
NEW PHILADELPHIA, OHIO  
44663

58087

That, we, Hilan G. Holderbaum and Lois M. Holderbaum, husband and wife,

the Grantor s ,

who claim title by or through instrument recorded in Volume

Page , County Recorder's Office, Tuscarawas County

for the consideration of One Dollar and other valuable consideration-----  
-----received to our full satisfaction of

John E. Storrie and Dorothy Storrie

, the Grantee s,

whose TAX MAILING ADDRESS will be 1139-3rd St. S.W., New Philadelphia, Ohio

do

Give, Grant, Bargain, Sell and Convey unto the said Grantee s, their heirs and assigns, the following described premises, situated in the City of

New Philadelphia , County of Tuscarawas and State of Ohio:

TRACT #1:

Being located in the Fourth Quarter of Township 8, Range 2 and being a part of a 28.36 acre tract in Lot 6, part of a 19.36 acre tract in Lot 7, part of a 10.4 acre tract in Lot 14, part of a 22 acre tract and a 6.12 acre tract in Lot 15, said tracts having been heretofore conveyed to Hilan G. Holderbaum by deed recorded in Volume 431 at Page 851 of the Tuscarawas County Deed Records, the part hereby conveyed being more fully described as follows:-

Beginning at an iron pin at the southeast corner of a 13.132 acre tract heretofore conveyed to the New Philadelphia Board of Education by deed recorded in Volume 460 at Page 26, said pin being located the following two (2) courses from the northeast corner of Lot 7, North 83 deg. 28 min. West, 19.88 feet and South 4 deg. 01 min. West, 196.11 feet to the true place of beginning; thence from said beginning, South 4 deg. 01 min. West, 60.06 feet to an iron pin on the north line of a 1.72 acre tract; thence with said north line North 83 deg. 24 min. West, 229.16 feet to an iron pin at the northwest corner thereof; thence with the west line of said tract, South 3 deg. 54 min. West, 40.0 feet to an iron pin at the northeast corner of a 2.15 acre tract (478-918); thence with the north line of said 2.15 acre tract, North 83 deg. 25 min. West, 360.0 feet to an iron pin at the northwest corner thereof; thence with the west line of said 2.15 acre tract, South 3 deg. 54 min. West, 260.0 feet to an iron pin at the southwest corner thereof on the southerly corporation line of the City of New Philadelphia; thence with said corporation line the following two (2) courses; North 83 deg. 25 min. West, 1853.4 feet to a stone and North 3

of Holderbaum's Third Addition to the City of New Philadelphia as recorded in Plat Book 14 at Pages 8, 9 and 10; of the Tuscarawas County Plat Records; thence with the bounds of said Holderbaum's Third Addition, the following ten (10) courses, South 68 deg. 28 min. East, 226.0 feet; North 55 deg. 23 min. East, 105.0 feet; South 58 deg. 54 min. East, 270.0 feet; South 49 deg. 13 min. East, 110.0 feet; South 48 deg. 00 min. West, 355.0 feet; South 21 deg. 03 min. East, 225.0 feet; South 83 deg. 10 min. East, 190.0 feet; North 64 deg. 16 min. East, 318.0 feet; North 85 deg. 38 min. East, 403.0 feet and North 65 deg. 32 min. East, 220.0 feet to a corner of the aforementioned 13.132 acre tract; thence with the bounds thereof the following two (2) courses, South 6 deg. 36 min. West, 317.53 feet and South 83 deg. 24 min. East, 616.27 feet to the place of beginning, containing 28.13 acres, of which 0.565 acres are out of the 28.36 acre tract in Lot 6, 11.366 acres are out of the 19.36 acre tract in Lot 7, 9.893 acres are out of the 10.4 acre tract in Lot 14, 2.794 acres are out of the 22 acre tract in Lot 15 and 3.512 acres are out of the 6.12 acre tract in Lot 15, be the same more or less. ALSO THE FOLLOWING DESCRIBED PREMISES:

TRACT #2:

Situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio.

Being located in the Fourth Quarter of Township 8, Range 2 and being a part of a 22 acre tract in Lot 15 heretofore conveyed to Hillan G. Holderbaum by deed recorded in Volume 431 at Page 851 of the Tuscarawas County Deed Records, the part hereby conveyed being more fully described as follows:-

Beginning at a stone at the southwest corner of said 22 acre tract on the corporation line of the City of New Philadelphia; thence ~~from said~~ beginning and with the west line of said tract and said corporation line, North 3 deg. 15 min. East, 722.76 feet to a point on the southerly line of Seneca Avenue in Holderbaum's Third Addition to the City of New Philadelphia as recorded in Plat Book 14 at Pages 8, 9 and 10 of the Tuscarawas County Plat Records; thence leaving the corporation line and with said street line, North 59 deg. 48 min. East, 59.73 feet to the most northerly corner of a 0.786 acre tract (468-296); thence leaving said street line and with the west line of said 0.786 acre tract, South 2 deg. 58 min. West, 269.43 feet to the southwest corner thereof; thence with the south line of said tract, South 87 deg. 02 min. East, 150.82 feet to the southeast corner thereof on the southerly line of said Holderbaum's Third Addition; thence with said southerly line, South 59 deg. 17 min. East, 265.0 feet; thence leaving the line of said Addition, South 43 deg. 02 min. West, 487.06 feet to an iron pin on the aforementioned corporation line; thence with said line North 82 deg. 26 min. West, 125.68 feet to the place of beginning.

in Warranty Deed to the City of New Philadelphia dated October 13, 1970, and recorded in Deed Book 478 at Page 918.

Also further assigning and conveying to the said grantees, their heirs and assigns forever, all of the grantors rights and interest in and to certain easements across the premises heretofore conveyed by said grantors to the said Board of Education of City of New Philadelphia and as the same are reserved in a certain Warranty Deed to the said Board of Education of the City of New Philadelphia and as further set forth in a certain agreement executed between the said grantors and the said Board of Education of New Philadelphia dated January 19, 1968, and the said deed being recorded in Deed Book 460 at Page 26.

Reserving unto the said grantors their heirs and assigns, an easement for sanitary sewer line to be constructed by the grantors, their heirs or assigns, from Holderbaum's Third Addition to the City of New Philadelphia to a proposed sanitary sewer line to be constructed by the said grantees, their heirs or assigns, when and if the said grantees, their heirs or assigns, develop the premises hereinabove conveyed. It is expressly understood and agreed that no obligations shall be on the said grantees, their heirs or assigns, to construct any sanitary sewer line through the above described premises. The center line of said easement shall be a line to be mutually agreed upon by and between the said grantors, their heirs and assigns, and the said grantees, their heirs and assigns.

*Description and survey prepared by  
D.Y. Miskimen Registered Surveyor # 4043.*

"Deed checked for tract  
Description only"  
1-5-72  
ED F. GASSER  
Tuscarawas Co. Engineer  
DVB Deputy

TRANSFERRED  
TRANSFER FEE 2.10  
CONVEYANCE EXAMINED  
SEC. 319-202 R. C. COMPLIED WITH  
AMT. 30.00

JAN - 5 1972

DONALD R. KINSEY  
TUSCARAWAS COUNTY AUDITOR  
No. 72640

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

**To Have and to Hold** the above granted and bargained premises, with the appurtenances thereof, unto the said Grantees, their heirs and assigns forever.

And we Hilan G. Holderbaum and Lois M. Holderbaum the said Grantors, do for themselves and their heirs, executors and administrators, covenant with the said Grantees, their heirs and assigns, that at and until the ensembling of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and



Excepting real estate taxes and assessments coming due and payable in December, 1972, and thereafter which the grantees agree and assume to pay.

and that they will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee & their heirs and assigns, against all lawful claims and demands whatsoever except as stated above.

And for valuable consideration Hilan G. Holderbaum and Lois M. Holderbaum

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

In Witness Whereof, we have hereunto set our hands, the 28th day of December, in the year of our Lord one thousand nine hundred and seventy-one (1971)

Signed and acknowledged in presence of

*Ernest P. Hubbs*  
*Ed. Gaddy*

*Hilan G. Holderbaum*  
Hilan G. Holderbaum  
*Lois M. Holderbaum*  
Lois M. Holderbaum

RECEIVED FOR RECORD.

THEODORE M. UNDERWOOD, County Recorder.

58037

JAN 5 - 1972 10:17 A.M.

Recorded Jan 5 - 1972

Vol.        Page        of the

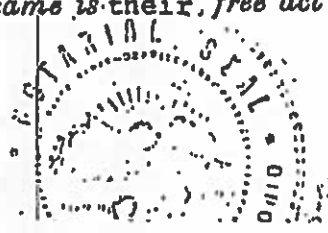
Tuscarawas County, Ohio 5.00 fee of

Before me, a notary public

State of Ohio, }  
Tuscarawas County, } ss.

in and for said County and State, personally appeared the above named Hilan G. Holderbaum and Lois M. Holderbaum

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, Ohio

this 28th day of December A. D. 19 71.

*Theodore M. Underwood*

VOL. 487 PAGE 95

7791

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT, We, Clyde R. Robinson and Nellie M. Robinson, husband and wife, the Grantors for the consideration of \$1.00 and other valuable consideration received to our full satisfaction of Hilan G. Holderbaum, the Grantee, do GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, his heirs and assigns, the following described premises:

Situated in the Township of Goshen, in the County of Tuscarawas, in the State of Ohio, and described as follows, to-wit:

Parts of Lots Numbered Six (6) and Fifteen (15) in the Fourth Quarter of Township Eight (8) of Range Two (2), bounded and further described as follows, to-wit: Beginning on the east line of lot Number Six (6) on the west side of the road leading from New Philadelphia up to Oldtown Valley Road, north two degrees East Twelve (12) Chains and Six (6) Links from the southeast corner of said Lot; thence north two and one-half degrees East Thirteen (13) Chains and Twenty-six (26) Links to a post from which a Wild Cherry Twenty (20) Inches bears North two and one-fourth degrees East Forty-four (44) Links distant; thence north eighty-one and one-half degrees west Twenty-five (25) Chains and Thirty-one (31) Links to a post in the road from the Oldtown and New Philadelphia State road leading up Hummell's Valley where a Black Oak Twenty (20) inches in diameter bears south sixteen and one-fourth degrees East Twenty-six (26) Links distant; thence south seventy-three and one-half degrees West One (1) Chain and Sixty-six (66) Links to the southeast corner of lands formerly owned by Robert Emerson where a Dogwood twelve (12) inches bears south fifty-eight and one-fourth degrees West Sixty-eight (68) Links distant, and a black oak twenty (20) inches bears north eighty degrees East One and Sixty-eight and one-half (1.68 1/2) Chains distant; thence south sixty-eight and one-half degrees west Two (2) Chains and Fifty-three (53) Links to northeast corner of Fifty-one Acres heretofore conveyed to John English; thence along said English's east line south two degrees West Thirteen (13) Chains and thirty-five (35) Links to a stake in the lane; thence south eighty-five and one-

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half degrees East Twenty-eight (28) Chains and Eighty-nine (89) Links to the place of beginning, containing Forty-one and Six one-hundredths (41.06) Acres. Being Five and Sixty one-hundredths (5.60) Acres out of Lot Fifteen (15) and Thirty-five and Forty-six one-hundredths (35.46) Acres out of Lot Number Six (6) aforesaid. (Being also the same premises heretofore conveyed by John M. Furney and wife to John A. Wardell by deed bearing date of March 13, 1876, and recorded in Volume 67, Page 544, of the Deed Records of Tuscarawas County, Ohio.)

Also Part of Lot Fifteen (15) in the Fourth Quarter of Township Eight (8) and Range Two (2) bounded and further described as follows: Beginning on the south line of said Lot Number Fifteen (15) at a stake where a pin oak 18 inches diameter bears North seventy-six and one-fourth degrees West Twenty-nine and One-half ( $29\frac{1}{2}$ ) Links distant, and a White Oak stump 24 inches in diameter bears South forty-one degrees East Twenty-three and one-half ( $23\frac{1}{2}$ ) Links distant, said point being North Eighty-four degrees forty-five minutes West Twenty-eight and Seventy-seven one-hundredths (28.77) Chains from the southeast corner of the Thirty-four and Thirty one-hundredths (34.30) Acre tract hereinafter described, thence with said south line North eighty-four degrees West Ten (10) Chains and Nineteen (19) Links to a stake where an elm six inches diameter bears North sixty-two and one-half degrees West Eleven and One-fourth ( $11\frac{1}{4}$ ) Links distant, and an Elm 3 inches diameter South eighty-four degrees East Twenty-six and one-half ( $26\frac{1}{2}$ ) Links distant thence north three degrees east Seventeen (17) Chains and Ninety (90) Links to a stake on the south side of the Hummell's Valley road from which a maple 30 inches diameter bears South forty-five and one-half degrees West Sixty-nine (69) Links distant, thence north Fifty-eight and three-fourth degrees East Ten (10) Chains

21  
PR Lot 15  
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and Ninety-five (95) Links to a point in the aforesaid road, thence north sixty-nine and one-fourth degrees East One (1) Chain and Twenty-two (22) Links to a stone on the south side of said road, the northeast corner of lands formerly owned by John English and Talitha English, South sixty-nine and one-fourth degrees West Two and Fifty-three one-hundredths (2.53) Chains from the southeast corner of a tract of land formerly owned by the late Robert Emerson, thence with the East line of said English lands south three degrees West Twenty-five (25) Chains and Ten (10) Links to the place of beginning, containing Twenty-two (22) Acres, be the same more or less but subject to all legal highways.

Also a part of Lot Number Six (6) in the Fourth Quarter of Township Eight (8) of Range Two (2) bounded and described to-wit: Beginning at a stone, the northeast corner of said Lot Six (6), thence along its east line south three and three-fourth degrees West Fourteen (14) Chains and Fifty-eight (58) Links to a stone; the northeast corner of lands formerly owned by John A. Wardell; thence along the north line North Seventy-nine and three-fourth degrees West Twenty-two (22) Chains to a point near the south side of the road leading from Hummell's Valley to the Oldtown Valley Road; thence in the center of said Hummell's Valley Road north thirty-five and three-fourths degrees East Two (2) Chains and Ninety-two (92) Links and North twenty-eight and one-half degrees East Three (3) Chains and Fifty (50) Links, and north twenty-seven degrees East Seven (7) Chains and Ninety-five (95) Links to a stone in the center of said road on the north line of said Lot Six (6); thence with said line south eighty-three and one-half degrees East Fifteen (15) Chains and Seventy-eight (78) Links to the place of beginning, containing Twenty-six and Four one-hundredths (26.04) Acres. (Being the same lands heretofore conveyed by John B. Mathias et al. to John A. Wardell by deed bearing date of December 7, 1889, and re-

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Saving and Excepting therefrom however the following-described parcel of land heretofore conveyed by Philip H. Sigrist to Henry Fickes and Kathryn Fickes by deed dated November 1, 1929, and recorded in Volume 206, at Page 393, of the Deed Records of Tuscarawas County, Ohio, which property was therein described as follows: Being part of Lot Number Six (6) in the Fourth Quarter of Township Number Eight (8) of Range Number Two (2) and being bounded and more fully described as follows, to-wit: Beginning at a stone at the north-east corner of said Lot Number Six (6); thence, along the east line of said Lot, South three degrees and forty-five minutes west Fifty-four (54) Feet to a stone; thence north eighty-four degrees and ten minutes West One Hundred and Forty-six (146) Feet to a stone; thence north three degrees and forty-five minutes east Fifty-five and Six-tenths (55.6) Feet to a stone on the north line of said lot, said stone being on the south side of the Hummell's Valley Road; thence, along the north line of said lot, south eighty-three degrees and thirty minutes East One Hundred Forty-six (146) Feet to the place of beginning; containing, ~~Eighteen one-hundredths (.18)~~ of an Acre, be the same more or less. Reserving, however, from the last above described premises a right-of-way over a strip of land Six (6) Feet in width off the west side thereof and hereby conveying a right-of-way over a strip of land Six (6) Feet in width lying immediately west of the premises above described; said two strips to constitute a private alley Twelve (12) Feet in width for the use in common of the grantor and grantees named in said deed, their respective heirs and assigns forever, being the owners of the other parts of lands then owned by the said Grantor, until the same is dedicated as a public alley. The conveyance of said excepted tract being subject to the condition that no building or structure shall be erected on said



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premises any part of which other than porches or steps shall be nearer than twenty-eight (28) Feet to the east line of said premises, and that upon a violation of such condition the said premises and the right of possession thereto shall immediately revert to and vest in the said Philip H. Sigrist, his heirs and assigns.

Also saving and excepting from said 26.04 Acre tract the following-described parcels of land heretofore conveyed by Philip H. Sigrist and Lillian M. Sigrist to Alvin Graff by deed dated August 4, 1936, and recorded in Volume 221, at Page 184, of the Deed Records of Tuscarawas County, Ohio, by which deed said herein excepted parcels are described as follows, to-wit: Being part of Lot Number Six (6) in the Fourth Quarter of Township Eight (8) of Range Number Two (2), more fully described as follows: Beginning at an iron pin on the west line of the Old Town Valley Road on the east line of said Lot 6; said point being the southeast corner of a tract containing Eighteen one-hundredths (.18) of an Acre heretofore conveyed by Philip H. Sigrist to Henry and Kathryn Fickes by deed bearing date November 1, 1929, and recorded in Volume 206, at Page 393, of the Tuscarawas County Record of Deeds and being situated south three degrees forty-five minutes West, Fifty-four (54) Feet from a stone at the northeast corner of said Lot 6; thence along the east line of said Lot, South three degrees forty-five minutes West, One Hundred (100) Feet to an iron pin; thence North eighty-four degrees ten minutes West, One Hundred and Forty-six (146) Feet to an iron pin; thence North three degrees forty-five minutes East, One Hundred (100) Feet to an iron pin at the southwest corner of said Fickes' Eighteen one-hundredths (.18) of an Acre Tract; thence along the south line of said .18 of an Acre tract south eighty-four degrees ten minutes East, One Hundred Forty-six (146) Feet to the place of beginning containing Three Hundred and Thirty-five one-thousandths (.335) of an Acre. Reserving, however, from the above-described premises the right to use for alley purposes

granting to said Grantee last above named the right to use for alley purposes a similar strip six (6) feet in width lying adjacent to the west side of said tract, said two strips to constitute an alley twelve (12) feet in width which is to be used in common by the Grantors and Grantee, named in said deed, their respective heirs and assigns forever. The conveyance of said excepted part being made subject to the condition that no building or structure shall be erected on said premises any part of which other than porches or steps shall be nearer than 28 feet to the east line of said premises, and that upon a violation of such condition the said premises and the right of possession thereto shall immediately revert to and vest in the said Grantors, their heirs and assigns.

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And also excepting a part of said Lot Number Six (6) in the Quarter, Township and Range aforesaid, bounded and further described as follows, to-wit: Beginning at an iron pin on the north line of said Lot 6 on the south side of the Hummell's Valley Road at the Northwest corner of a tract containing Eighteen one-hundredths (.18) of an Acre heretofore conveyed by Philip H. Sigrist to Henry and Kathryn Fickes by deed bearing date November 1, 1929, and recorded in Volume 206, at Page 393, of the Tuscarawas County Records of Deeds, said point being situated North eighty-three degrees thirty minutes West, One Hundred and Forty-six (146) Feet from a stone at the northeast corner of said Lot 6; thence along the west line of said Eighteen one-hundredths (.18) of an Acre tract, South three degrees forty-five minutes West, One Hundred Fifty-five and Six-tenths (155.6) Feet to an iron pin; thence north eighty-three degrees thirty minutes West, Ninety-six (96) Feet to an iron pin; thence North three degrees forty-five minutes east, One Hundred Fifty-five and Six-tenths (155.6) Feet to an iron pin on the south side of said Hummell's

Valley Road and on the north line of said Lot 6; thence along the south side of said Road, South eighty-three degrees thirty minutes East Ninety-six (96) Feet to the place of beginning, containing Three Hundred and Forty-two one-thousandths (.342) of an Acre. Reserving however from the above described premises the right to use for alley purposes a strip of land Six (6) Feet in width off the east side thereof and hereby granting to said Grantee the right to use for alley purposes a similar strip Six (6) Feet in width lying adjacent to the east side of said tract, said two strips constituting an alley twelve (12) Feet in width which is to be used in common by the Grantor and Grantee named in said deed, their respective heirs and assigns forever; and reserving also for street purposes a strip of land off the north end of the above described tract, said strip being One and Six-tenths (1.6) Feet in width at the east end and Two and Seven-tenths (2.7) Feet in width at the west end; it being intended to use this strip for the widening and straightening of the Hummell's Valley Road, being all of the property sold to Alvin F. Graff by said deed.

Also a part of Lots Number Six (6) and Fifteen (15) aforesaid bounded and further described as follows, to-wit: Beginning at the southeast corner of lot Number Six (6) aforesaid, thence along the east line of said lot north two and one-half degrees East, Twelve (12) Chains and Six (6) Links to the southeast corner of a tract of 41.06 Acres heretofore sold by John M. Furney to John A. Wardell; thence along said Wardell's land north eighty-five and one-half degrees West, Twenty-eight (28) Chains and Eighty-nine (89) Links to a stake in the land on the east line of a tract of 51.05 Acres, heretofore sold by John M. Furney to John English; thence along the east line of said English south two degrees West, Eleven (11) Chains and Seventy-five (75) Links to the south line of said Lot Number Fifteen (15); thence south eighty-four and three-fourths degrees East, Twenty-eight (28) Chains and Seventy-seven (77) Links to the place of be-

Handwritten scribble or signature.

Handwritten notes: 34306, 6x15, 6x15



ginning, containing Thirty-four and Thirty one-hundredths (34.30) Acres be the same more or less. (Being the same premises conveyed by John M. Furney to the said Charles Hummell by deed bearing date April 16, 1877, and recorded in Volume 69, Pages 427 and 428, of the Deed Records of said County of Tuscarawas. And also by deed of Charles Hummell and Anna Hummell to Lenora Wardell and Lulu Sigrist recorded in Volume 140, at Page 152, of the Deed Records of said County of Tuscarawas.)

and also a part of Lot Number Seven (7) of the Fourth Quarter of Township Number Eight (8) in Range Number Two (2) of the United States Military Lands and also a part of Lot Number Fourteen (14) in said Quarter, Township and Range, bounded and more fully described as follows, to-wit: Beginning at a stone monument at the Northeast corner of said Lot Number Seven (7), thence with the east line thereof, south two degrees and thirty-four minutes West, Five Hundred Fifty-seven and Forty one-hundredths (557.40) Feet; thence leaving said line north eighty-four degrees forty-five minutes west, Fifteen (15) Feet to a stone monument; thence north eighty-four degrees forty-five minutes West, Two Thousand Four Hundred Forty-seven and eighty one-hundredths (2447.80) Feet to a stone monument; thence north two degrees thirty-nine minutes East, Five Hundred Fifty-seven and Forty one-hundredths (557.40) Feet; thence south eighty-four degrees forty-five minutes East, Two Thousand Four Hundred Sixty-two (2462) Feet to the place of beginning, containing Thirty-one and Forty-eight one-hundredths (31.48) Acres of which 21.08 Acres lie in said Lot Number Seven (7) and 10.40 Acres lie in said Lot Number Fourteen (14). (Being the same premises devised to one Ann McIlvaine and the heirs of her body by the last Will and Testament of John Coventry, deceased, recorded in Volume 5, at Page 420, of the Will

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3/4/35

Records of Tuscarawas County, Ohio, the said Joseph L. McIlvaine being the widower of the said Ann McIlvaine, now deceased; and the said Charles L. McIlvaine and Marion M. Croxton being her only children and heirs at law. And also being the same premises heretofore conveyed by Joseph L. McIlvaine, widower, Charles L. McIlvaine and Fannie G. McIlvaine, husband and wife, of New Philadelphia, Ohio; Marion M. Croxton and David T. Croxton, wife and husband, of Cleveland, Ohio, to Martha Lulu Sigrist by deed bearing date of March 29, 1915, and recorded in Volume 174, Page 397-398, of the Deed Records of Tuscarawas County, Ohio.)

Said premises above described are subject to an agreement of Lease for oil and gas purposes entered into the 16th day of December, 1931, between Phillip H. Sigrist and Lillian M. G. Sigrist, as Lessors, and The East Ohio Gas Company, as Lessee, for five years from February 4, 1932, recorded in Volume 26, at Page 442, of the Lease Records of Tuscarawas County, Ohio, and on the 28th day of October, 1936, extended for an additional term of five years, -- the Lessors' right, title and interest in which agreement of lease is hereby assigned and transferred to said Grantee.

*Canceled of Record*  
*1-12-1942*  
*TSF*

Excepting therefrom a conveyance out to Lewis Jaffe November 4, 1949, recorded in Vol. 307, Page 380, Deed Records of Tuscarawas County being a tract of .556 acres out of part of Lot #6, hereby referring to Vol. 307, Page 380 for the full description of said tract hereby excepted.

*o/s*

Also excepting a conveyance out of a tract of .357 acres from Lot #6 by Warranty Deed dated November 22, 1952; recorded in Vol. 334, Page 15, Deed Records in favor of Carl Laner and Norma Laner, reference being had to said Volume and Page for a full description of said tract hereby excepted.

*o/s*

Also excepting from the 21.08 acre tract part of Lot #7 a conveyance out of 1.72 acres heretofore conveyed out by said owners to Emanuel Association, Inc. of Colorado Springs, Colorado by Warranty Deed dated July 27, 1957, recorded in Vol. 377, Page 103, Deed Records, reference being made to said deed for the full description of said conveyance hereby excepted.

*o/s*

Prior Conveyance: Vol. 227, Page 325, Deed Records.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, his heirs and assigns forever.

And we, Clyde R. Robinson and Nellie M. Robinson, the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, his heirs and assigns that and until the ensealing of these presents, we are well seized of the above described premises, as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever excepting real estate taxes which shall be pro-rated to May 4, 1964 or the closing of this transaction and grantors agree to pay taxes prior thereto and the grantee thereafter.

and that we will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, his heirs and assigns, against all lawful claims and demands whatsoever except as stated above.

And for valuable consideration we, Clyde R. Robinson and Nellie M. Robinson, husband and wife, do hereby remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, all our right and expectancy of dower in the above described premises.

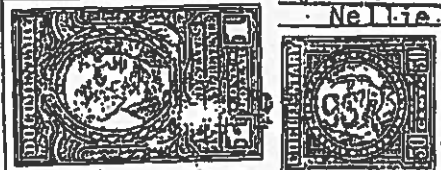
IN WITNESS WHEREOF, we have hereunto set our hands the 16th day of April, in the year of our Lord one thousand nine hundred and sixty-four (1964).

Signed & acknowledged in presence of:

*[Signature]*  
*[Signature]*

*Clyde R. Robinson*  
Clyde R. Robinson  
*Nellie M. Robinson*  
Nellie M. Robinson

STATE OF OHIO,  
TUSCARAWAS COUNTY, SS



Before me, a notary public in and for said County and State, personally appeared the above named Clyde R. Robinson and Nellie M. Robinson, 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, Ohio, this 16th day of April, 1964.

**TRANSFERRED**  
APR 27 1964  
**DONALD R. KINSEY**  
Auditor, Tuscarawas County, Ohio



*[Signature]*  
Notary Public  
*[Signature]*



Instrument prepared by:  
FITZPATRICK & ZIMMERMAN  
ATTORNEYS AT LAW  
109 COURT STREET  
NEW PHILADELPHIA, OHIO

DEED OF EASEMENT  
Form No. 6-D  
O. P. Co.

Orig. No.

10438

Mr. HILAN G. HOLDERBAUM (NAME) Ess. No. \_\_\_\_\_ R/W Map No. \_\_\_\_\_  
R.D. # 3 N. Phila. (ADDRESS) W. O. No. 712/0999-60-1205

VOL 434 PAGE 459

Received of ~~THE~~ OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00) in consideration of which H.G. Holderbaum & Lois M. Holderbaum (His Wife)

hereby grant and convey unto said ~~THE~~ OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of Goshen, County of TUSCARAWAS, and State of Ohio, and being a part of Section <sup>Lots</sup> No. 6-7-14-15, Township No. 8 N, Range No. 2 W and bounded AND BEING MORE FULLY DESCRIBED IN DEED FROM CLYDE R. ROBINSON + NEIL M. ROBINSON TO H.G. HOLDERBAUM, DATED APRIL 16, 1964 & RECORDED APRIL 27, 1964  
On the North by lands of  
On the East by lands of IN Vol. 431 Page 851 OF TUSC. COUNTY  
On the South by lands of DEED OF RECORDS EXCEPTING PARCELS CONVEYED  
On the West by lands of BY DEED TO M.J. CHECK - D.T. AVON - J.R. MORELAND - J.H. NEMETZ.  
with the right of ingress and egress to and from and over said premises.

Together with the right to cut, trim and/or otherwise control any trees which may endanger the safety or interfere with the construction and use of said electric power line.

TO HAVE AND TO HOLD the same unto said, ~~THE~~ OHIO POWER COMPANY, its successors and assigns.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

WITNESS the following signatures and seals, this 31<sup>st</sup> day of Aug, 1964

WITNESS:  
R.F. Gow  
Richard Skilton R.F. Gow  
RICHARD SKILTON

Hilan G. Holderbaum  
H.G. HOLDERBAUM  
Lois M. Holderbaum  
Lois M. Holderbaum

Before me, a Notary Public in and for said County, personally appeared the above named H. G. and Lois M. Holderbaum

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 30th day of August A. D. 1964

My commission expires June 24, 1967, 19 Notary Public.

This instrument prepared by R. Skelton Ohio Power Co.

10433

Name \_\_\_\_\_ Address \_\_\_\_\_ Line \_\_\_\_\_ Map No. \_\_\_\_\_ Eas. No. \_\_\_\_\_

This Power Co. 744 1/2 W. 4th St. Columbus, O

NO TRANSFER NECESSARY

Donald A. King

COUNTY AUDITOR

1:52 p.m.

Received for Record AUG 31 1964

Recorded in Deed Records AUG 31 1964

Volume \_\_\_\_\_ Page \_\_\_\_\_ Recorder \_\_\_\_\_ of Tuscarawas County State of Ohio

200

THE STATE OF OHIO, County ss.

Before me, a Notary Public 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. 19 \_\_\_\_\_

My commission expires \_\_\_\_\_, 19 \_\_\_\_\_ Notary Public.

JP  
S

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Eas. No. 847 Map No. 357

Dwg. No. 3-D-180-E

W.O. No. 712/0999-60-0315

DEED OF EASEMENT

**NO TRANSFER NECESSARY**

(Name and Address)  
John E. Starrie  
1139 3<sup>rd</sup> St. S.W.

Donald A. Kinsey  
COUNTY AUDITOR

THIS INDENTURE, made this 7<sup>th</sup> day of JUNE,  
1972, by and between John E. Starrie &  
Dorothy Starrie,  
his wife (~~or unmarried~~) of the County of TUSC., in the State of Ohio,  
herein called "Grantor" and OHIO POWER COMPANY, a corporation organized and  
existing under the laws of the State of Ohio, herein called "Company",

WITNESSETH:

That for and in consideration of the sum of One Dollar in hand  
paid to Grantor by Company, the receipt of which is hereby acknowledged, said  
Grantor hereby grants, bargains, sells, conveys and warrants to Company, a  
right of way and easement for an underground electric distribution system on,  
upon, under, through and across the following described lands situated in the  
Township of Goshen, County of TUSCARAWAS, State of Ohio, and being  
a part of Section No. 4<sup>th</sup> RA Township No. 8N, Range No. 2W, and  
being more fully described as  
EASEMENT AREA TO BE ALONG SOUTH PROPERTY LINE WHICH IS  
NEW Phila. Corp. LINE AS OF 6-7-72

said distribution system to be located within the 3 foot easement  
as shown on Ohio Power Company Drawing No. 3-D-180-E and hereinafter  
called "utility easement".

Together with the right to Company to lay, relay, construct,  
reconstruct, operate, maintain, inspect, protect, repair, replace, renew, add  
to the number of, relocate and remove, wires, cables, transformers, service  
pedestals, and fixtures on, upon, under, through, and across said utility  
easement; the right to cut, trim and/or otherwise control and, at Company's  
option, remove from said lands any trees, brush, buildings, structures, or  
other obstructions, except as hereinafter provided, within said utility

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~~2681~~  
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may be required for the full enjoyment of the rights herein granted.

It is understood and agreed between the parties hereto that:

1. The Grantor reserves the right to cultivate or otherwise use said lands in any way not inconsistent with the rights herein granted; however, (a) no building, structure, or tree shall be placed by the Grantor within said utility easement; and (b) no excavation deeper than eighteen (18) inches shall be made within said utility easement.

2. The centerlines of the facilities to be constructed hereunder are shown upon the print of Drawing No. 3-D-180-E, entitled R.L. Metzger Valley View Subdivision #2 U.G. Dist., dated 16-6-72, attached hereto and hereby made a part hereof:

3. Company shall, in the construction, operation and maintenance of said facilities, level the surface of the ground ~~but shall not be liable for damages to trees, brush, driveways, sidewalks, fences, lawn or landscaping~~ and, PAY GRANTOR FOR WIND OR CROP DAMAGE AFTER CONSTRUCTION.

4. This instrument contains all agreements expressed or implied between the parties hereto and shall inure to the benefit of and be binding upon their heirs, executors, administrators, lessees, successors and assigns, TO HAVE AND TO HOLD the same unto Company, its successors and assigns, forever.

This instrument expresses the entire agreement between the parties, and the agent securing this grant has no authority to bind Company by any verbal representation or promise not herein expressed.

IN WITNESS WHEREOF, Grantor has hereunto set Their hand(s) this 7th day of JUNE, 1972.

Signed and Acknowledged in the Presence of:

Richard Skelton  
RICHARD SKELTON

John E. Storrie  
JOHN E. STORRIE

Dorothy Storrie  
DOROTHY STORRIE

John R. DeVore  
JOHN R. DEVORE

Tuscarawas COUNTY ) ss.

Before me, a Notary Public in and for said County personally appeared the above named John E. Storie and Dorothy Storie 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 7th day of June A.D. 1972

Edwin T. Duling  
Notary Public

EDWIN T. DULING, Notary Public  
Coshocton, Tuscarawas & Holmes Counties  
My Commission Expires April 19, 1973

My Commission Expires:

*This instrument was prepared by Ohio Power Company*

STATE OF OHIO )  
 ) ss.  
 ) COUNTY (

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. 19\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

~~THIS INSTRUMENT WAS PREPARED BY OHIO POWER COMPANY~~

6





2642

LOT 6

WEST 6 P.W. & S.W. QUARTERS 1886 CH. 1237 1883-8-13

LOT 8

LOT 7

VOL 490 PAGE 850

SUR.

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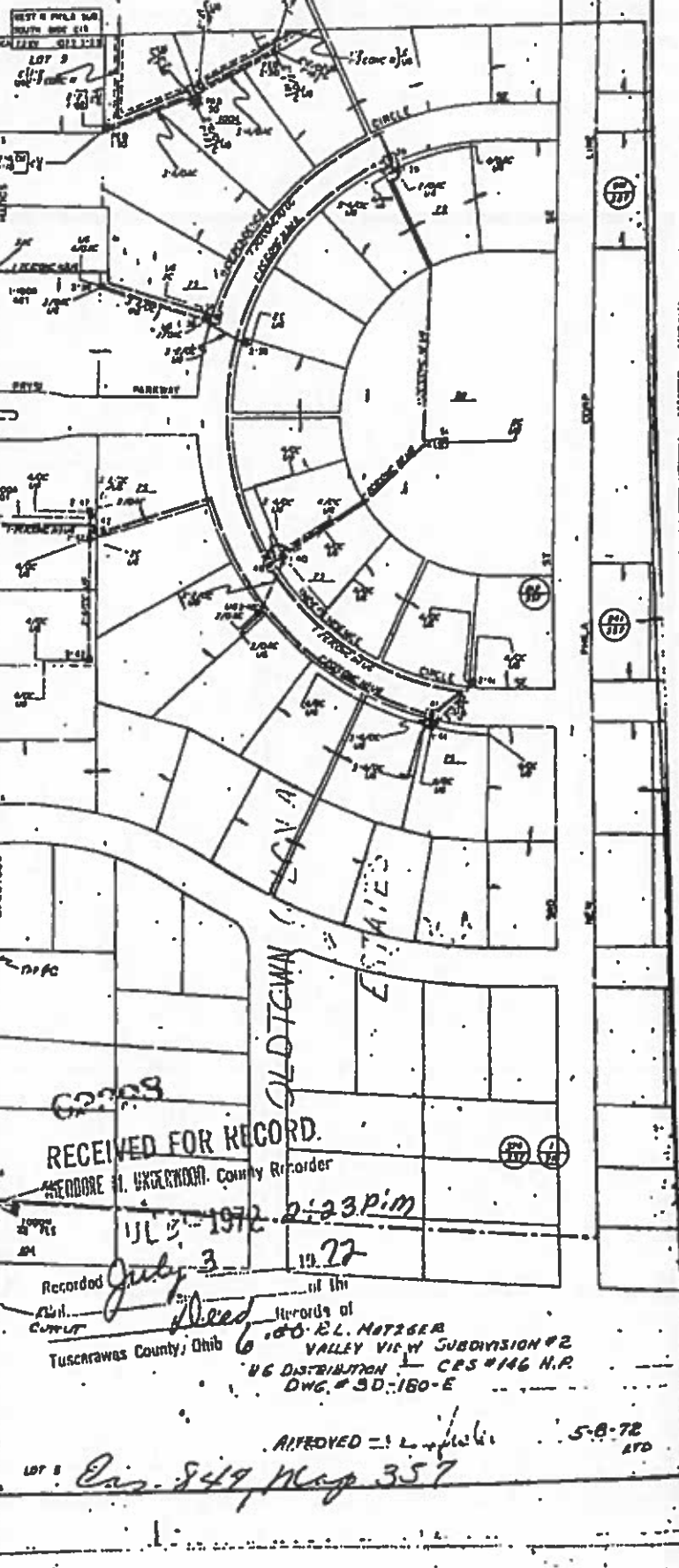
453

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455

LOT 7

LOT 8



RECEIVED FOR RECORD.

THEODORE W. UNDERWOOD, County Recorder

JUL 3 1972 2:23 P.M.

Recorded July 3 1972

in the hands of E.L. MATZGER, County Clerk, Tuscarawas County, Ohio

VALLEY VIEW SUBDIVISION #2 UG DISTRIBUTION - CES #146 N.P. DWG. # 90-180-E

Approved - L. Matzger

5-8-72

Plat 849 Map 357

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, We, Joseph C. and Diana E. Mizer (His Wife)

of 232 Fourth St. N. W., New Philadelphia, Ohio 44663 herein called Grantor, hereby grant (s) to The East Ohio Gas Company the right to lay, maintain, operate, replace and remove pipe lines with necessary appurtenances for the transportation of gas on, over and through the following described parcel or strip of land situated in the city of New Philadelphia, County of Tuscarawas, State of Ohio: Goshen Township

Being a strip of land 10 feet wide along the entire west side of Lot No. 5263 Storrie's First Addition, as recorded in Tuscarawas County Records Plat Book 15, pages 49 thru 52.

The Grantor may use and enjoy said parcel or strip of land except insofar as such use and enjoyment shall be inconsistent with the exercise by The East Ohio Gas Company of the rights herein granted to it and except that no buildings or structures of any kind shall be placed or erected by the Grantor on said parcel or strip of land.

This grant shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF the grantors have hereunto set their signatures this 10<sup>th</sup> day of September, 19 74.

WITNESS:

John Storrie Joseph C. Mizer  
Diana E. Mizer

D. J. Storrie RECEIVED FOR RECORD  
THEODORE M. UNDERWOOD, County Recorder NO TRANSFER NECESSARY  
82519 SEP 25 1974 11:20 AM  
Recorded Sept 25 1974  
Vol. \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_  
Donald A. Kinsey COUNTY AUDITOR  
Tuscarawas County, Ohio 2.00

STATE OF OHIO )  
COUNTY OF Tuscarawas ) SS BEFORE ME, a Notary Public in and for said County and State, personally appeared Joseph C Mizer & Diana E Mizer 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, Ohio, this 10<sup>th</sup> day of September, 19 74.  
PAUL FINK FREY, NOTARY PUBLIC  
for Counties of Stark, Portage, Tuscarawas  
Holmes, Carroll & Wayne  
Mahoning & Summit  
Paul Fink Frey Notary Public

STATE OF OHIO ) My Commission Expires Jan. 14, 1978  
COUNTY OF \_\_\_\_\_ ) SS BEFORE ME, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_

\_\_\_\_\_, who acknowledged that they did sign the foregoing instrument and that it is the free act and deed of such Company and of themselves as such officers.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

DEED OF EASEMENT

NO TRANSFER NECESSARY

*Donald A. Kinsig*

COUNTY AUDITOR

(Name and Address)

Joseph C. Mizer, ET UX  
232 4<sup>th</sup> St. N.W.  
New Philadelphia, O.

*DM  
PB*

THIS INDENTURE, made this 18<sup>th</sup> day of September,  
1974, by and between Joseph C. Mizer &  
DIANA E. MIZER

his wife (~~or unassisted~~) of the County of TUSC., in the State of Ohio,  
herein called "Grantor" and OHIO POWER COMPANY, a corporation organized and  
existing under the laws of the State of Ohio, herein called "Company",

*CPR  
2681*

WITNESSETH:

That for and in consideration of the sum of One Dollar in hand  
paid to Grantor by Company, the receipt of which is hereby acknowledged, said  
Grantor hereby grants, bargains, sells, conveys and warrants to Company, a  
right of way and easement for an underground electric distribution system on,  
upon, under, through and across the following described lands situated in the  
Township of Goshen, County of TUSCARAWAS, State of Ohio, and being  
a part of Section No. Comp., Township No. 8 N., Range No. 2 W., and  
being more fully described as LOT No. 5263 IN STORRIE'S  
FIRST ADDITION TO THE CITY OF NEW PHILADELPHIA.

said distribution system to be located within the 10 foot easement  
as shown on Ohio Power Company Drawing No. 2-D-301-E and hereinafter  
called "utility easement".

Together with the right to Company to lay, relay, construct,  
reconstruct, operate, maintain, inspect, protect, repair, replace, renew, add  
to the number of, relocate and remove, wires, cables, transformers, service  
pedestals, and fixtures on, upon, under, through, and across said utility  
easement; the right to cut, trim and/or otherwise control and, at Company's  
option, remove from said lands any trees, brush, buildings, structures, or  
other obstructions, except as hereinafter provided, within said utility  
easement; and the right of ingress and egress in and over existing or future  
roads and lanes and other reasonable routes on said lands; together with the

rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted.

It is understood and agreed between the parties hereto that:

1. The Grantor reserves the right to cultivate or otherwise use said lands in any way not inconsistent with the rights herein granted; however, (a) no building, structure, or tree shall be placed by the Grantor within said utility easement; and (b) no excavation deeper than eighteen (18) inches shall be made within said utility easement.

2. The facilities to be constructed hereunder shall be located within the 10 foot utility easement as shown upon the print of Drawing No. 2-D-301-E, entitled STORRIE'S FIRST Addition

dated 4-2-74, attached hereto and hereby made a part hereof:

3. Company shall, in the construction, operation and maintenance of said facilities, level the surface of the ground but shall not be liable for damages to trees, brush, driveways, sidewalks, fences, lawn or landscaping; and,

4. This instrument contains all agreements expressed or implied between the parties hereto and shall inure to the benefit of and be binding upon their heirs, executors, administrators, lessees, successors and assigns,

TO HAVE AND TO HOLD the same unto Company, its successors and assigns, forever.

This instrument expresses the entire agreement between the parties, and the agent securing this grant has no authority to bind Company by any verbal representation or promise not herein expressed.

IN WITNESS WHEREOF, Grantor has hereunto set their hand(s) this 18<sup>th</sup> day of Sept., 19 74.

Signed and Acknowledged in the Presence of:

Timothy R. Peters  
TIMOTHY R. PETERS

Joseph C. Meyer  
JOSEPH C. MEYER

Richard G. James  
RICHARD G. JAMES

Diana E. Meyer  
DIANA E. MEYER

Tuscarawas COUNTY ) ss.

Before me, a Notary Public in and for said County personally appeared the above named Joseph C. Mizer and Deanna C. Mizer his wife 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 18<sup>th</sup> day of Sept. A.D. 1974.

Burt Link  
Notary Public  
Tuscarawas County, Ohio  
My Commission Expires Feb. 1, 1979

THIS INSTRUMENT PREPARED BY  
Richard Skelton - Ohio Power Co.  
My Commission Expires:  
Feb 1, 1979

STATE OF OHIO )  
 ) ss.  
\_\_\_\_\_ COUNTY (

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. 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY OHIO POWER COMPANY



or assignment or a certified copy thereof.

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

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

Signed and Acknowledged in the Presence of:

E. N. Fair

Elizabeth J. Henry

Cora S. Rufenacht

S. D. Rufenacht

By . . .

THE STATE OF OHIO COUNTY OF TUSCARAWAS ss.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal this 23rd day of February, A. D. 1943.

( E. N. Fair, Notary Public )  
( Tuscarawas County, Ohio )

E. N. Fair

Notary Public (Seal)

My commission expires February 4, 1944.

Received Feb. 24, 1943 at 12:40 P. M.

Recorded Feb. 24, 1943

Fee \$1.75

*Robert D. Demarmuth* Recorder. RECORDED BY *R. H.*

10128

Clyde R. Robinson et ux )  
to )  
F. B. Walton )

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 16th day of February, A. D. 1943. by and between Clyde R. Robinson & Nellie M. Robinson, husband and wife, of New Philadelphia, Ohio. R. F. D. #3, hereinafter called the Lessor and F. B. Walton, of New Philadelphia, Ohio called the Lessee.

WITNESSETH: That the said Lessor, in consideration of the sum of one dollar the receipt of which is hereby acknowledged and of the covenants and agreements herein after contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either, in and under the lands hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling

FOR RECORD OF  
TRANSFER OF THIS  
*Lease*  
SEE RELEASE RECORD  
VOL. 7 PAGE 23

FOR RECORD OF  
TRANSFER OF THIS  
*Lease*  
SEE RELEASE RECORD  
VOL. 9 PAGE 155



much longer thereafter as drilling or exploration is being conducted thereon, all of that certain tract of land situate in Lots Nos. 6 & 15, Township of Goshen, County of Tuscarawas and State of Ohio, bounded substantially as follows:

On the North by the lands of Public Highway, Alvin Graff

On the East by the lands of Public Highway

On the South by the lands of Benjamin Kohr; Chas. E. Hawk

On the West by the lands of Charles Hawk, D. P. Hall; Public Highway.

containing One Hundred & Fifty-four (154) acres, more or less, being all the land owned by Lessor in said Township. It being understood, however, that no well shall be drilled within 200 feet of the barn or dwelling on said premises without the consent of Lessor.

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

Lessee to deliver to the Lessor in tanks, tank trucks or pipe lines one-eighth ( $1/8$ ) of the oil produced and saved from the premises and to pay for the production of each gas well from the time and while gas is marketed off of the premises an annual rental of Two Hundred Dollars (\$200.00), payable quarterly.

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

The first quarter's Rental is to be paid when lease is notaried.

Lessee to drill a well producing oil or gas in paying quantity on said premises before April first, 1943, or pay to Lessor Nineteen &  $25/100$  Dollars (\$19.25) each quarter year thereafter until such well is drilled or this lease surrendered. If a gas well be completed before the end of the term for which rental has been paid for delay the unearned portion of said rental shall be a credit on the gas well rental. If all the wells drilled under this agreement shall become exhausted and abandoned then Lessee shall resume the payment of the land rentals provided for herein and continue the same until a well producing oil or gas in paying quantities shall be drilled or this lease surrendered as provided herein. Rentals shall be paid when due on this lease shall be surrendered, at the option of Lessor.

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

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

It is agreed that the acreage rentals, or royalties on any well or wells

and gas in the above described lands, then Lessor shall receive such fraction only of the rentals and royalties above specified; this lease shall extend to and bind any interest or estate in the oil and gas in the above described lands hereafter acquired by Lessor.

Payment of all moneys due on this lease shall be made, by cash or check, to Clyde R. Robinson; by deposit to his credit in The Peoples Bank & Savings Co. Bank of New Philadelphia, Ohio; or by check made payable to his order and mailed to him at New Philadelphia, Ohio. R. F. D. #3.

Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas, or water, for fuel, in operating premises and the right at any time during the term of this lease or within a reasonable time after its surrender or expiration to remove any machinery or fixtures placed on said premises and further, upon the payment to the lessor of one dollar and all amounts due hereunder, said Lessee shall have the right to surrender this lease or any portion thereof by written notice to lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and legal surrender of this lease to all of said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender, and the acreage rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.  
Signed and Acknowledged in the Presence of:

E. N. Fair

Clyde R. Robinson

J. R. Walton

Nellie M. Robinson

By .....

THE STATE OF OHIO COUNTY OF TUSCARAWAS ss.

Personally appeared before me, a Notary Public in and for said County Clyde R. Robinson and Nellie M. Robinson, husband and wife who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal this 23rd day of February, A. D. 1943.

(Recorder's Note: No Notary Seal)

E. N. Fair  
Notary Public

49.

49

PLAT OF  
**STORRIE'S FIRST ADDITION**  
 TO  
 THE CITY OF NEW PHILADELPHIA, OHIO

SURVEYED AND PLATTED  
 BY  
**GEORGE A. FIEDLER AND ASSOCIATES**  
 DOVER, OHIO  
 SCALE: 1"=50'-0" 1973

WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE PREMISES AND PREPARED THE ATTACHED PLAT AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

*James D. Simmons*  
 REGISTERED SURVEYOR

SITUATED IN THE COUNTY OF TUSCARAWAS, STATE OF OHIO, CITY OF NEW PHILADELPHIA AND BEING PART OF A 28.19 ACRE TRACT AND A 3.80 ACRE TRACT IN THE FOURTH QUARTER, TOWNSHIP EIGHT, RANGE TWO OF THE UNITED STATES MILITARY LANDS; BEING CONVEYED TO JOHN E. STORRIE AND DOROTHY STORRIE BY DEED RECORDED IN VOLUME 487, PAGE 82 OF THE TUSCARAWAS COUNTY DEED RECORDS.

THE UNDERSIGNED JOHN E. STORRIE AND DOROTHY STORRIE, AS OWNERS OF STORRIE'S FIRST ADDITION, DO HEREBY CERTIFY AND ACCEPT THAT THE ATTACHED PLAT CORRECTLY REPRESENTS STORRIE'S FIRST ADDITION, A SUBDIVISION OF LOTS 5230 TO 5284 CONSISTING OF AN AREA OF 28.03 ACRES, OF WHICH 22.43 ACRES IS FROM SAID 28.19 ACRE TRACT AND 3.80 ACRES IS FROM SAID 3.80 ACRE TRACT. EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC UTILITY LINES.

IN WITNESS WHEREOF, JOHN E. STORRIE AND DOROTHY STORRIE HAVE HERETO SET THEIR HANDS THIS 14<sup>th</sup> DAY OF JANUARY 1974

WITNESSES	OWNERS
<u><i>Donald H. Simmons</i></u>	<u><i>John E. Storrie</i></u>
<u><i>Thomas H. Bonnell</i></u>	<u><i>Dorothy J. Storrie</i></u>

STATE OF OHIO  
 COUNTY OF TUSCARAWAS

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, PERSONALLY CAME JOHN E. STORRIE AND DOROTHY STORRIE AS OWNERS OF STORRIE'S FIRST ADDITION, WHO ACKNOWLEDGE THE SIGNING OF THE FOREGOING CERTIFICATE TO BE THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS

14<sup>th</sup> DAY OF JANUARY 1974  
 MY COMMISSION EXPIRES 2<sup>nd</sup> JANUARY 1974

*Donald H. Simmons*  
 NOTARY PUBLIC, TUSCARAWAS COUNTY, OHIO

APPROVED THIS 23 DAY OF JANUARY 1974

*James P. Fidler*  
 CITY ENGINEER, NEW PHILADELPHIA, OHIO

APPROVED THIS 24<sup>th</sup> DAY OF JANUARY 1974

*Bonnie Lee Whight*  
 REGISTERED PLANNING COMMISSIONER, NEW PHILADELPHIA, OHIO

APPROVED BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA, OHIO THIS 28 DAY OF JANUARY

*Floyd F. Faling*  
 MAYOR

*Harold S. Williams*  
 CLERK

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE

12<sup>th</sup> DAY OF MARCH 1974 Feet 3.50

*Donald H. Simmons*  
 NOTARY, TUSCARAWAS COUNTY, OHIO

TRANSFERRED THIS 12<sup>th</sup> DAY OF MARCH 1974

FILED FOR RECORD THIS 18<sup>th</sup> DAY OF MARCH 1974 AT 9:31 AM.

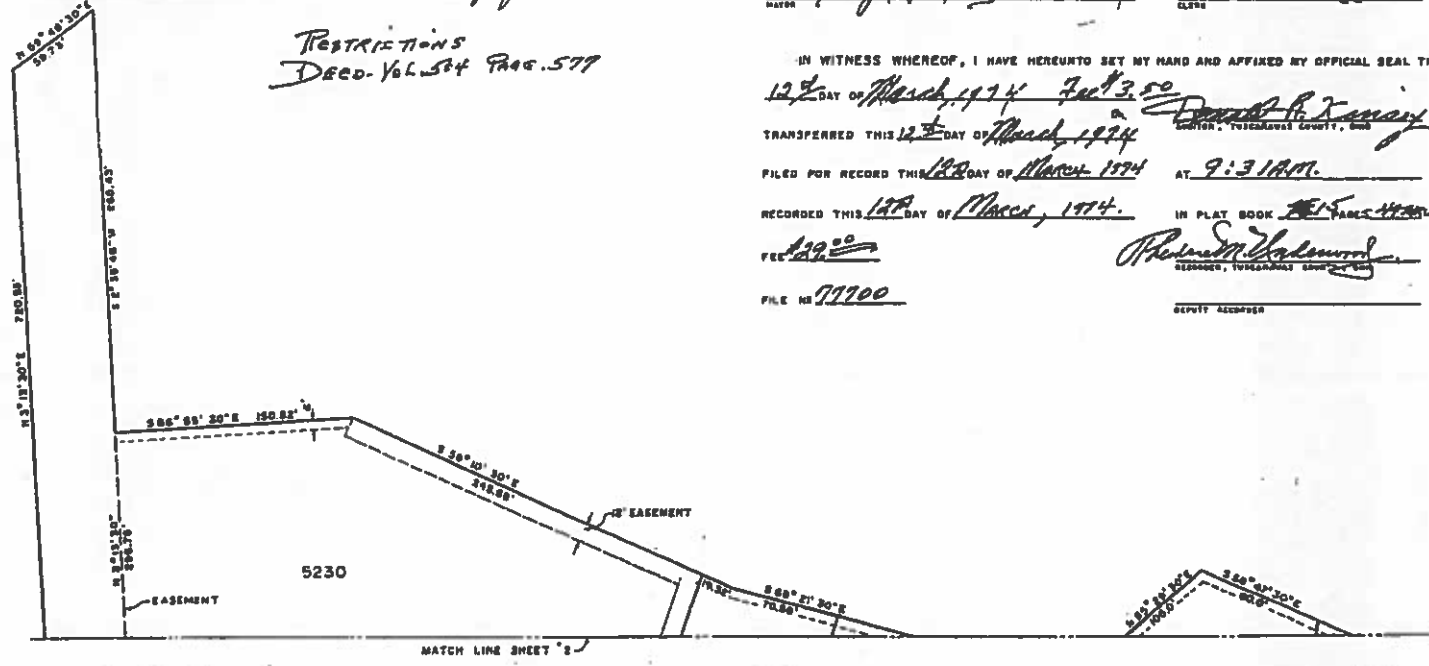
RECORDED THIS 18<sup>th</sup> DAY OF MARCH 1974.

IN PLAT BOOK 15 PAGES 44-45

FILE NO 77700

*Phelim M. Galenwood*  
 REGISTERED TUSCARAWAS COUNTY CLERK

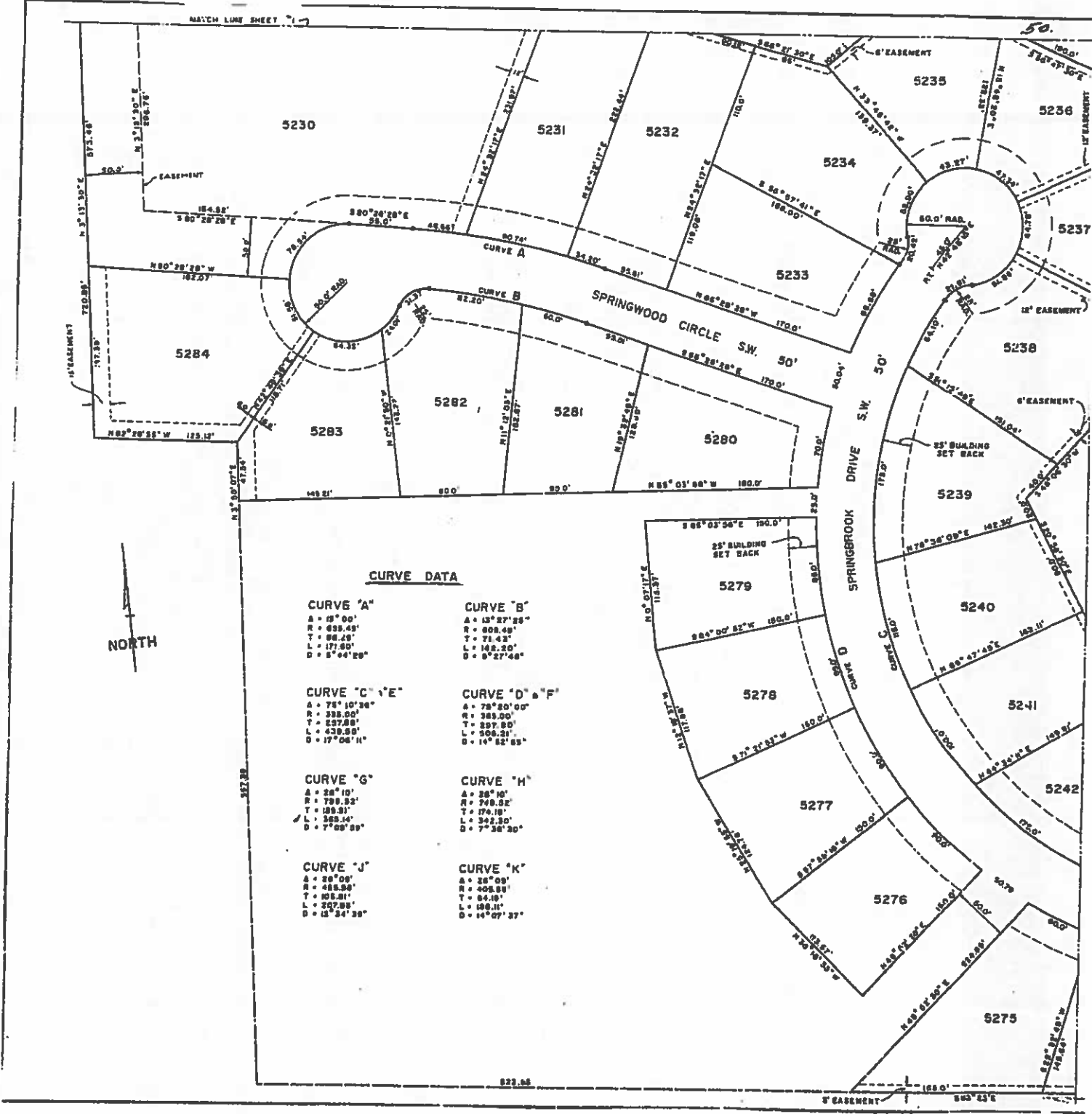
DEPUTY RECORDER



RESTRICTIONS  
 DEED VOL 584 PAGE 577

Plat Book 15

MATCH LINE SHEET 1-1



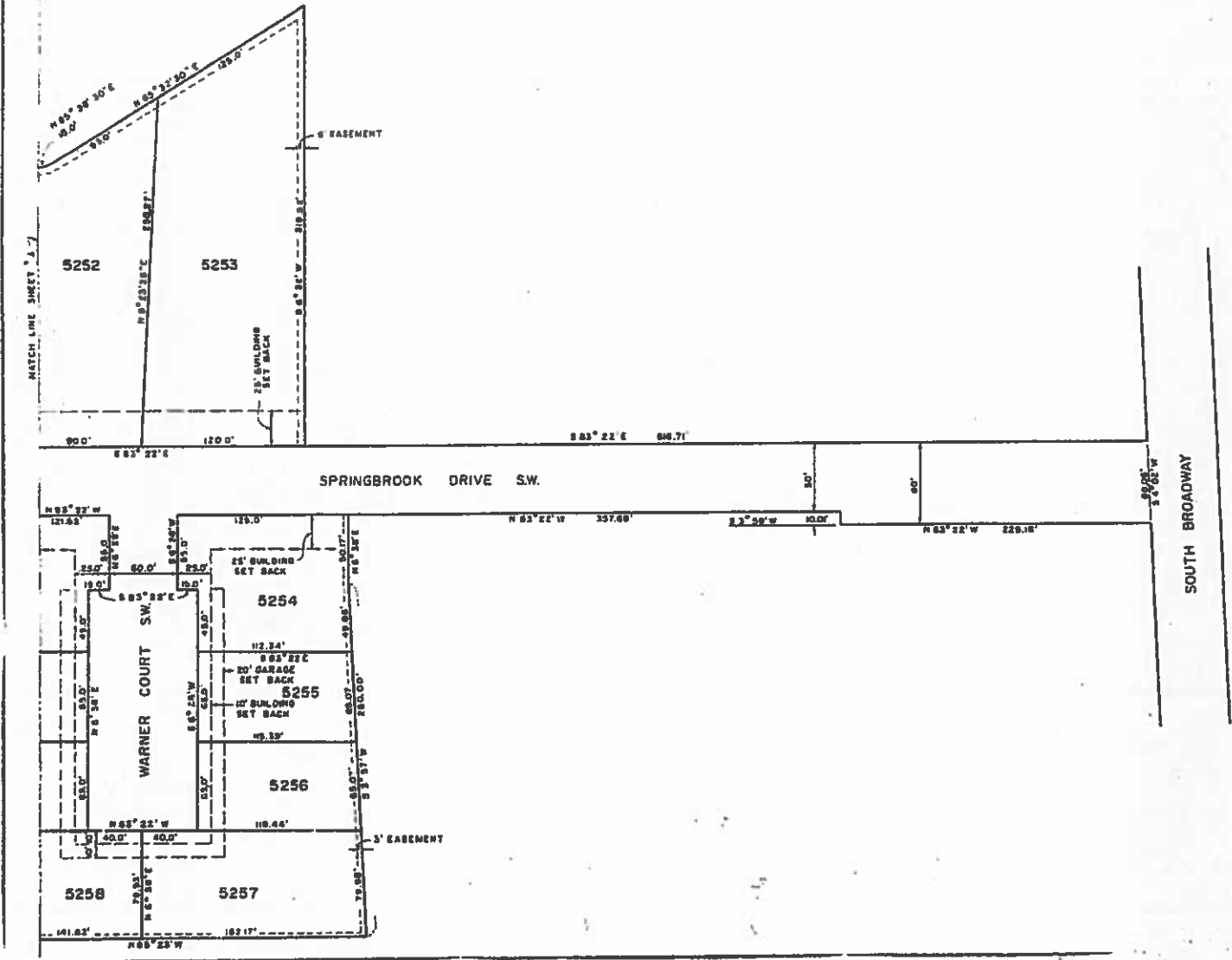
**CURVE DATA**

<p><b>CURVE "A"</b>  <math>\Delta = 12^{\circ}00'</math>  <math>R = 635.45'</math>  <math>T = 82.45'</math>  <math>L = 171.60'</math>  <math>D = 5^{\circ}04'28''</math></p>	<p><b>CURVE "B"</b>  <math>\Delta = 13^{\circ}27'25''</math>  <math>R = 605.49'</math>  <math>T = 71.43'</math>  <math>L = 105.30'</math>  <math>D = 5^{\circ}27'48''</math></p>
<p><b>CURVE "C" &amp; "E"</b>  <math>\Delta = 75^{\circ}10'38''</math>  <math>R = 335.00'</math>  <math>T = 237.88'</math>  <math>L = 439.55'</math>  <math>D = 17^{\circ}08'11''</math></p>	<p><b>CURVE "D" &amp; "F"</b>  <math>\Delta = 75^{\circ}50'00''</math>  <math>R = 385.50'</math>  <math>T = 297.80'</math>  <math>L = 506.21'</math>  <math>D = 14^{\circ}52'55''</math></p>
<p><b>CURVE "G"</b>  <math>\Delta = 28^{\circ}10'</math>  <math>R = 759.52'</math>  <math>T = 129.21'</math>  <math>L = 365.14'</math>  <math>D = 7^{\circ}09'59''</math></p>	<p><b>CURVE "H"</b>  <math>\Delta = 28^{\circ}10'</math>  <math>R = 749.52'</math>  <math>T = 129.19'</math>  <math>L = 342.30'</math>  <math>D = 7^{\circ}38'30''</math></p>
<p><b>CURVE "J"</b>  <math>\Delta = 28^{\circ}09'</math>  <math>R = 458.30'</math>  <math>T = 105.21'</math>  <math>L = 297.39'</math>  <math>D = 15^{\circ}34'38''</math></p>	<p><b>CURVE "K"</b>  <math>\Delta = 28^{\circ}09'</math>  <math>R = 405.88'</math>  <math>T = 64.18'</math>  <math>L = 198.11'</math>  <math>D = 14^{\circ}07'37''</math></p>

Plat 15



PLAT OF  
 STORRIE'S FIRST ADDITION  
 TO  
 THE CITY OF NEW PHILADELPHIA, OHIO  
 SHEET #4



Plat 15  
 Pg 52