

11551 Valley View Road • Sagamore Hills, Ohio 44067-1099
Office: 330.467.0900 • Fax: 330.655.7899
MySagamoreHills.com

Residents: You are receiving this notice because you are in close proximity to the mentioned property. An Appeals hearing is set for July 10, 2024 at 7pm and you are encouraged to attend.

June 19, 2024

LEGAL NOTICE
BOARD OF ZONING APPEALS MEETING
SAGAMORE HILLS TOWNSHIP
SUMMIT COUNTY OHIO

The Board of Zoning Appeals of Sagamore Hills Township will hold a Public Hearing at Sagamore Hills Township, 11551 Valley View Road, Sagamore Hills, Ohio 44067, on Wednesday July 10, 2024, at 7:00 p.m. for the following:

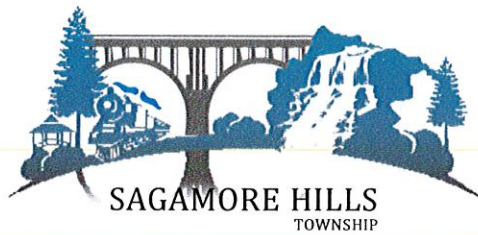
PURPOSE OF THE MEETING

Mr. David Seager, of 9100 Brandywine Road Sagamore Hills Ohio, is requesting a variance for an Accessory Building to be built on his property which does not meet the stated regulations of the Zoning Resolution of Sagamore Hills Township. Resident would like to locate the building in front of the primary residence and the building has a height of 22' 9".

The location of the building violates Section 3.3J "*Front Yard*" "*No building shall be erected between the front line of the main building and the roadway*" and the height of the building violates Section 3.5A, "*The height of an accessory building shall not exceed the lesser of the main dwelling or eighteen (18) feet.*"

The application, all materials submitted, and the denial are available for examination at Sagamore Hills Township Zoning Office during normal business hours or on the township website, www.mysagamorehills.com.

Raymond S. Fantozzi
Sagamore Hills Township Zoning Inspector
Maintenance Code Enforcer
11551 Valley View Road
Sagamore Hills, OH 44067
zoninginspector@mysagamorehills.com



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To be published on 6-28-24
Akron Beacon Journal

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SAGAMORE HILLS TOWNSHIP

11551 Valley View Road, Sagamore Hills Ohio 44067-1099 Phone 330-467-0900
E-mail: zoninginspector@mysagamorehills.com Web Site: www.mysagamorehills.com

APPEAL APPLICATION

Filing Date:	5/28/2024	Zoning Application Number:	Hearing Date: July 10, 2024	Incident Number:	BZA20240624-02
Lot Size:	2.377a	Parcel No.	4503935	Parcel Use:	R
TYPE OF APPEAL	Zoning Appeal (X	Exterior Maintenance Code (EMC)		
	Variance Appeal (VA)		Appeals Fee \$	\$750	
Name:	Mr. David Seager				
Address:	9100 Brandywine Road				
City:	Sagamore Hills, Ohio 44067				
Email:	dave-seager@hotmail.com	Phone:	(216) 534-0358		
Property Owner Name:					
Property Owner Address:					
City:					
Phone:		Email:			
Reason/Explanation for Appeal	Accessory Building Application denied due to the location of a proposed accessory building, and the size of the building. SHZR 3.3J states "Front Yard, no building shall be erected between the front line of the main building and the roadway" and section 3.5A, "The height of an accessory building shall not exceed the lesser of the main dwelling or eighteen (18) feet."				
Details :					
Include site plans					
building plans & photos					
Attachments :					
<i>If the existing Zoning Resolution, or EMC is providing practical difficulties or hardship to applicant or owner please explain:</i>					
Resident claims a hardship due to a Dominion gas line running on the south side of the property, and unable to locate building in the rear of the lot. The proposed location is still 120 ft from the center line of Brandywine Road, and meets other setbacks. However, the height of the building does not meet the SHZR					
<i>How will the granting of a Zoning Appeal, Zoning Variance, or EMC Appeal immediately effect the neighborhood and community in general?</i>					
This would be the only accessory building located in the front of a dwelling on Brandywine. However the AB would not be any closer to the street than the current homes.					

List all contiguous property owners		
Name	Address	City/Zip
PPN 4502299 Christopher David Repolsky	9090 Brandywine Road	Sagamore Hills, Ohio 44067
PPN 4502963 Andrew Moore	9064 Brandywine Road	Sagamore Hills, Ohio 44067
PPN 4501480 Joseph Fogliano	262 Meadowview Road	Sagamore Hills, Ohio 44067
PPN 4501721 Michael Jethrow	9118 Brandywine Road	Sagamore Hills, Ohio 44067
PPN 4501605 Pamela L. Visti	278 Meadowview Road	Sagamore Hills, Ohio 44067
PPN 4503936/4502864 David J. Rodriguez	7315 South Boyden Road	Sagamore Hills, Ohio 44067

Signature of Applicant
Printed Name of Applicant

Date:

APPEAL APPLICATION

Sagamore Hills Township

Information and General Requirements for requesting a Board of Zoning appeals Hearing

The Board of Zoning Appeals:

Hears all appeals regarding Zoning Variances, Appeals to the Sagamore Hills Township Zoning Resolution, Conditional Use Permits, Code and the Exterior Maintenance Code.

The Board ONLY meets upon request

The fee for Hearing Appeals is \$750.00. This fee is used for legal advertisements and certified notices sent to adjoining properties. In addition to any other mailings etc. that are used for the hearing.

A legal notice is advertised ten (10) days before the meeting. Certified letters are sent by the Zoning Secretary to all adjoining and neighboring properties.

The Applicant must supply the following:

A completed legible Appeals Application

A check in the amount of \$750.00 to accompany the Appeals Application

A complete list of names and addresses of all property owners for all adjacent parcels. Adjacent parcels include properties to the front, back, sides and across all public and private right-of-ways from subject property

A vicinity map and site map locating the subject property, not to exceed 11 x 17in.

Name and address of the property owner or lessee.

A Statement of the source of availability of water and sanitary sewers, if applicable.

A Schedule of phasing for the project

A list of all easements

Riparian Report for the parcel identifying wetlands, floodplans, and soil content

Square Footage of all buildings, and proposed buildings on the site

A map of existing Topography

Eight (8) Copies of the application and all supporting documents

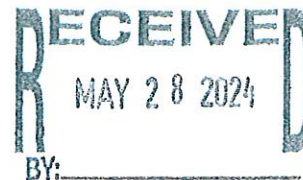


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www.mysagamorehills.com

zoninginspector@mysagamorehills.com



ACCESSORY BUILDING/STRUCTURE PERMIT APPLICATION

(SHT Accessory Structure Resolution 3.5)

PERMIT MUST BE OBTAINED PRIOR TO CONSTRUCTION. FAILURE TO OBTAIN PERMIT PRIOR TO CONSTRUCTION WILL RESULT IN A MONETARY PENALTY FEE

PROPERTY INFORMATION	
Site Address: 9100 BRANNYWINE RD	Parcel No.: 4503935
Owner(s): DAVID SEAGER	
Owner Address: 9100 BRANNYWINE RD	
Owner Telephone No.: 216 534 0358	
Owner Email Address: DAVID-SEAGER@HOTMAIL.COM	
Primary Homeowners Association (HOA): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (attach HOA approval if applicable)	
If yes, Name of HOA:	
Sub HOA: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (attach HOA approval if applicable)	
If yes, Name of HOA:	
<input checked="" type="checkbox"/> Sewer <input type="checkbox"/> Septic (If septic, attach Summit County Public Health Department approval)	
Corner Lot: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No **Note: Corner lots are required to meet the front setback on both streets**	

CONTRACTOR/BUILDER INFORMATION	
Contact Name: MARK WEAVER	
Company Name: JEM CARPENTRY	
Address: 8545 FREASE RD FREDERICKSBURG OH 44627	
Telephone No.: 330 231 0125	Email Address: jemcarpentry0125@YAHOO.COM

PROPOSED SITE INFORMATION			
SETBACKS FROM PROPERTY LINES (ft.):			
Front: (from centerline of road) 120	Left Side: 30'	Right Side: 125'	Rear: 415'
Total lot size (acres): 2.5	Height of primary building (ft.): 40'	Height of accessory building/structure (ft.): 22'9"	
Total area of existing accessory building/structure (sq. ft.): 2226 sq. ft.	Total area of proposed accessory building/structure (sq. ft.): 1200		
No. of stories of proposed building/structure: 1	Basement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Dimensions of proposed building/structure: 30x40	Setback from principal building (ft.): N/A		
Will this structure be used to house domesticated animals: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Required Site Plan Data and Architectural/Construction Drawings

The following items must be submitted with the application in order to be reviewed. The application will be reviewed and the applicant will be contacted when the plans are approved. The Ohio Revised Code sets forth a maximum of thirty (30) days for review of all applications. No applications will be reviewed at the time of submittal.

The review process begins once a "completed" application and payment are received

Incomplete applications will delay the review process

****MINIMUM SEVEN (7) DAY PROCESSING OF ALL APPLICATIONS****

1. One (1) copy of the site drawing (legible 11" x 17" maximum). The site drawing must show the following:
 - a. A North arrow and scale
 - b. Existing structures and dimensions
 - c. Driveway and road access locations (existing and/or proposed)
 - d. Proposed structure(s) and dimensions
 - e. All setbacks to property lines and lot dimensions
2. One (1) copy of the building/construction plans showing major details including height data. A legible 11" x 17" copy. If the accessory structure is over 200 sq. ft. a permit is required from Summit County Building Department (330-630-7280)
3. Homeowners Association (HOA) and sub-HOA approval letters (if applicable).

Applicant Certification

By signing below, the owner has read, understands, and agrees to the following:

- Right of Revocation – It is understood and agreed by this applicant that any error, misstatement, misrepresentation of any fact, with or without intent, such as might and/or would cause a refusal of this application, or any alteration in the accompanying plans made subsequent to the issuance of a Zoning Certificate without approval of the Zoning Inspector or Zoning Board of Appeals, shall constitute sufficient grounds for the revocation of such certificate.
- The owner agrees to allow the Zoning Inspector access to the property for on-site inspection(s) from application submittal through final approval.
- The applicant agrees to abide by the Ohio Revised Code Sections §5589.08, §5589.10 and §5589.22 in that no dirt or mud is permitted on the road right-of-way during construction and that any repair costs for damage to the roadway or parts thereof will be paid by the applicant.
- There may be deed restrictions on the property that differ from the Sagamore Hills Township Zoning Resolution. The owner is solely responsible in ensuring compliance with any deed restriction, covenants or HOA restrictions.
- The zoning permit shall become void at the expiration of one (1) year after date of issue.
- We encourage calling 811 or 1-800-362-2764 prior to construction to identify underground utilities

Owner Signature: _____

Date: 5/22/2024

FEE - (check made payable to Sagamore Hills Township)

See Section 18 Fee Schedule

FOR OFFICE USE ONLY

Zoning District: (check one) ☒ R-Residential ☐ R-Residential Cluster ☐ PUD (Greenwood) ☐ PUD (Eaton Estates) ☐ C-Commercial ☐ I-Industrial

Zoning Certificate Permit No.: _____ ☐ Approved ☒ Denied*

Zoning Inspector Signature: Reginald B. [Signature] Date: 6-17-24

*Reason for Denial: Violates SHZ Chapter 3 - 3.5A and 3.3J

Resident to appeal to BZA? ☐ Yes ☐ No

DAVID SEAGER
9100 BRANDYWINE RD
SAGAMORE HILLS, OH 44067

1073
56-7227/412

Mar 23 2024

Date

CHECK ARMOR
FRAUD PROTECTION

Pay to the
Order of

Sagamore Hills Township

\$ 200.00

Two Hundred

Dollars

Photo
Safe
Deposit
Details on back



WESTFIELD BANK

For Accessory Building

[Signature]

⑆041272279⑆ 100655739⑈

01073

RECEIPT

DATE 5/28/2024

No. 087851

RECEIVED FROM DAVID SEAGER

\$ 200.00

TWO HUNDRED

DOLLARS

☒ FOR RENT

☐ FOR

Accessory Bldg Permit

ACCOUNT

PAYMENT

BAL DUE

1073

☐ CASH

☒ CHECK

☐ MONEY ORDER

☐ CREDIT CARD

FROM

TO

BY

[Signature]

3-11

RECEIVED
MAY 28 2024
BY: _____

CHECK IN SAFE

SAGAMORE HILLS TOWNSHIP
Accessory Building/Structure Permit Application
Site Plan

(or provide a separate site plan drawing including the required information below)

Instructions:

Use the area below to show the following:

- (a) Property lines
- (b) Existing accessory structure
- (c) Existing home
- (d) Proposed accessory structure
- (e) Front or rear setback to the accessory structure
- (f) Left side setback to the accessory structure
- (g) Right side setback to the accessory structure

Land Owner Name:

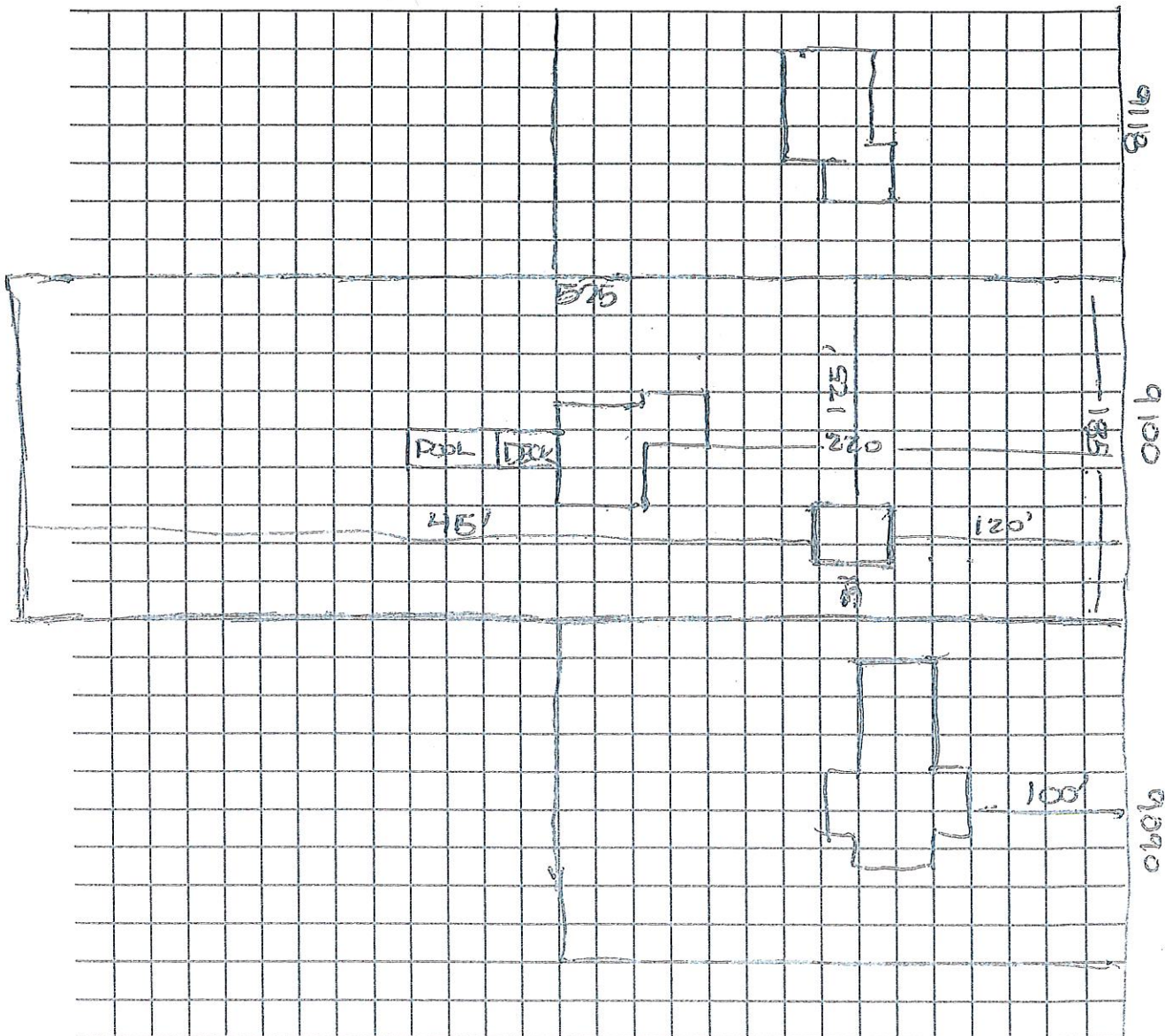
DAVID SEAGER

$\square = 20'$

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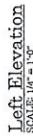
Address:

9100 BRANDY WINE

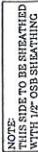


General Notes:

- 1) This building is to be a private storage / accessory building, to a single family residence.
- 2) Building design is based on the following loads:
 - Floor live load = 60 psf.
 - Roof live load = 20 psf.
 - Roof dead load = 5 psf.
 - Wind load = 115 mph.
 - Plumbing load = 50 psf.
 - Final dead load = 50 psf.
 - Ultimate design wind speed = 115 mph.
 - Wind load exposure = B.
 - Ground snow load = 20 psf.
- 3) Preassume soil bearing capacity ~2000 psf.
- 3) Concrete shall have a minimum 28 day compressive strength:
 - 3000 psi for footers
 - 3500 psi for slabs
 - 4000 psi for exterior with 6% air entrainment
- 4) Any LVL lumber shall be rated at 2,025 psi. 2900 psi allowable bending stress shall be used for all LVL's.
- 5) All steel shall be hot dip galvanized or otherwise approved for direct contact with lumber.
- 6) Minimum roof depth = 42"



DRAWING SCHEDULE	
1	ELEVATIONS
2	ELEVATIONS
3	FLOOR PLAN
4	ROOF TRUSS PLAN
5	SECTIONS



Front Elevation
SCALE: 1/4" = 1'-0"

Sheet Number:

A-7

M.A. LEHMAN
PROFESSIONAL
ENGINEERING, L.L.C.
5057 ARNOLD RD
DALTON, OHIO 44611
PH: 330-465-1387
malehmanpe@gmail.com

DRAFT ONLY
NOT FOR
CONSTRUCTION

DRAFTING SERVICES BY
BERLIN
DRAFTING, LLC

CONTRACTOR: J&M CARPENTRY LTD
DAVE SERGER
9100 BRANDYWINE ROAD
SAGAMORE HILLS , OHIO 44067
SUMMIT COUNTY

[illegible]

M.A. LEHMAN
PROFESSIONAL
ENGINEERING, L.L.C.
15087 ARNOLD RD
DALTON, OHIO 4461
PH: 330-465-1387
malehmanpe@gmail

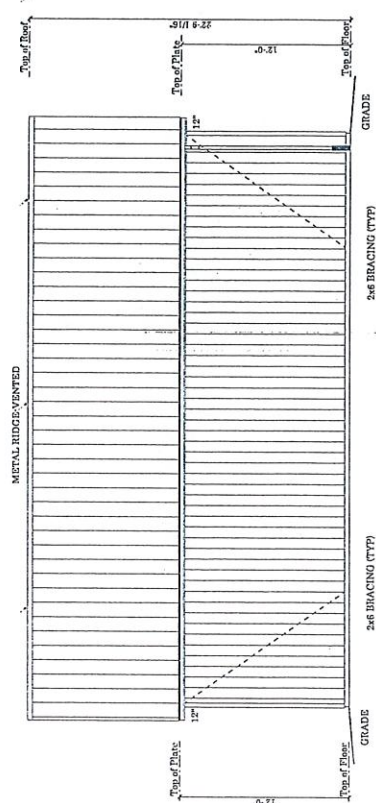
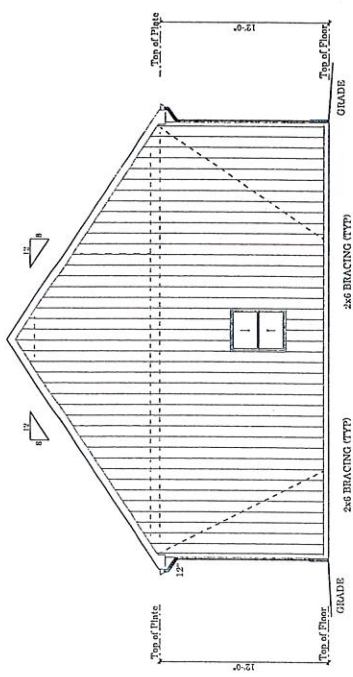
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**BERLIN
DRAFTING**
LLC
5889 C.R. 77 MILLERSBURG, OHIO 44654

CONTRACTOR: J&M CARPENTRY LTD
DAVE SERGER
9100 BRANDYWINE ROAD
SAGAMORE HILLS, OHIO 44067
SUMMIT COUNTY

DATE	12/13/2022
REVISION	AS NOTED
DESIGNED BY	ML
CHECKED BY	ML
JOB	22-1089
SHEET NUMBER	

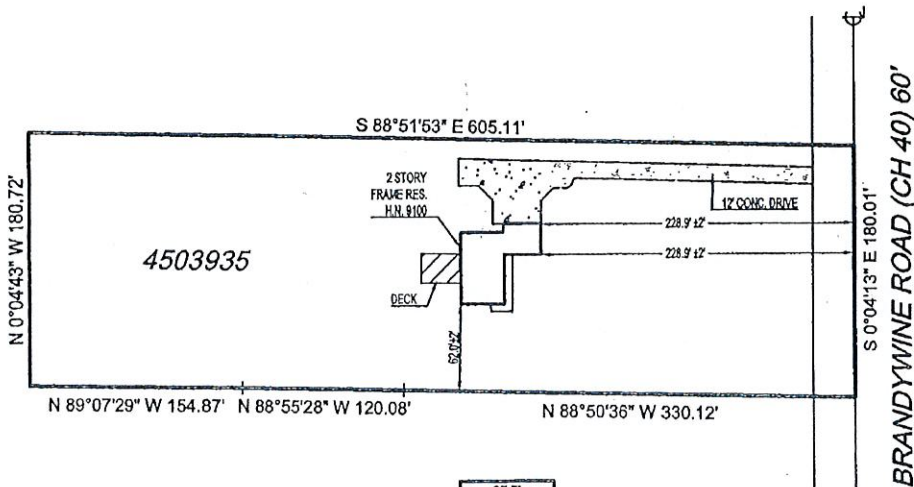
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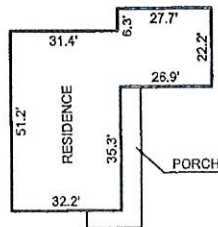


PROPERTY ADDRESS: 9100 BRANDYWINE ROAD NORTHFIELD, OHIO 44067

SURVEY NUMBER: 212707



NOTE: SOME GROUND LEVEL IMPROVEMENTS MAY NOT HAVE BEEN LOCATED DUE TO SNOW COVER.



SCALE: 1" = 40'

Exacla: 212707/28317

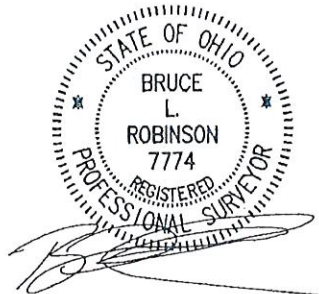
ACKNOWLEDGED & ACCEPTED

BY: _____

BY: _____ DATE _____



SCALE: 1" = 100'



POINTS OF INTEREST: NONE VISIBLE

CLIENT NUMBER: 20150128

DATE: 3/12/2015

BUYER: DAVID SEAGER & DENISE SEAGER

SELLER: JEANNETTE E. MOLTER

SUBLOT / ORIGINAL LOT: PART OF LOT NO. 57

SUBDIVISION: SAGAMORE HILLS TOWNSHIP

PLAT: PG: COUNTY: SUMMIT

CERTIFIED TO: KINGDOM TITLE SOLUTIONS, INC.- FAIRLAWN & WELLS
FARGO BANK NA

DO NOT USE THIS MORTGAGE LOAN IDENTIFICATION SURVEY FOR THE INSTALLATION OR BUILDING OF FENCES, SHEDS, GARAGES, ADDITIONS OR ANY OTHER STRUCTURE. THIS MORTGAGE LOCATION SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH 4733-38 OF THE OHIO ADMINISTRATIVE CODE AND IS NOT A BOUNDARY SURVEY PURSUANT TO CHAPTER 4733-37 OF THE ADMINISTRATIVE CODE. COPYRIGHTED BY EXACTA LAND SURVEYING. THE INFORMATION ON THIS DOCUMENT MAY NOT BE COPIED OR REPRODUCED IN ANY FORM WITHOUT PERMISSION IN WRITING FROM THE COPYRIGHT OWNER.



OHIO LAND TITLE
ASSOCIATION

AFFILIATE
MEMBER

EXACTA
LAND SURVEYING

Exacta Land Surveying
2132 East Ninth Street, Suite 203
Cleveland, Ohio 44115

P: 216.751.9000

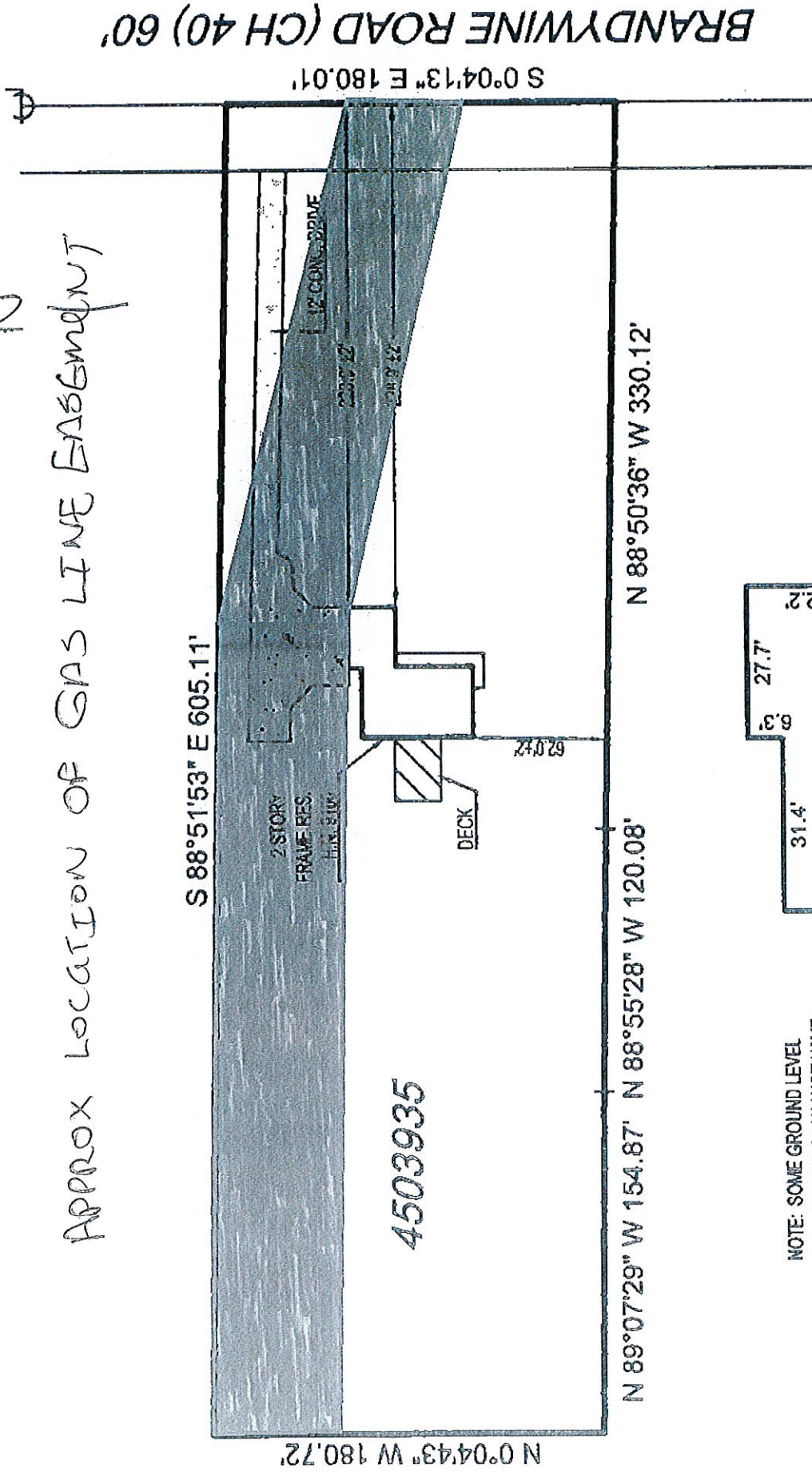
F: 216.751.9510

www.exactasurvey.com

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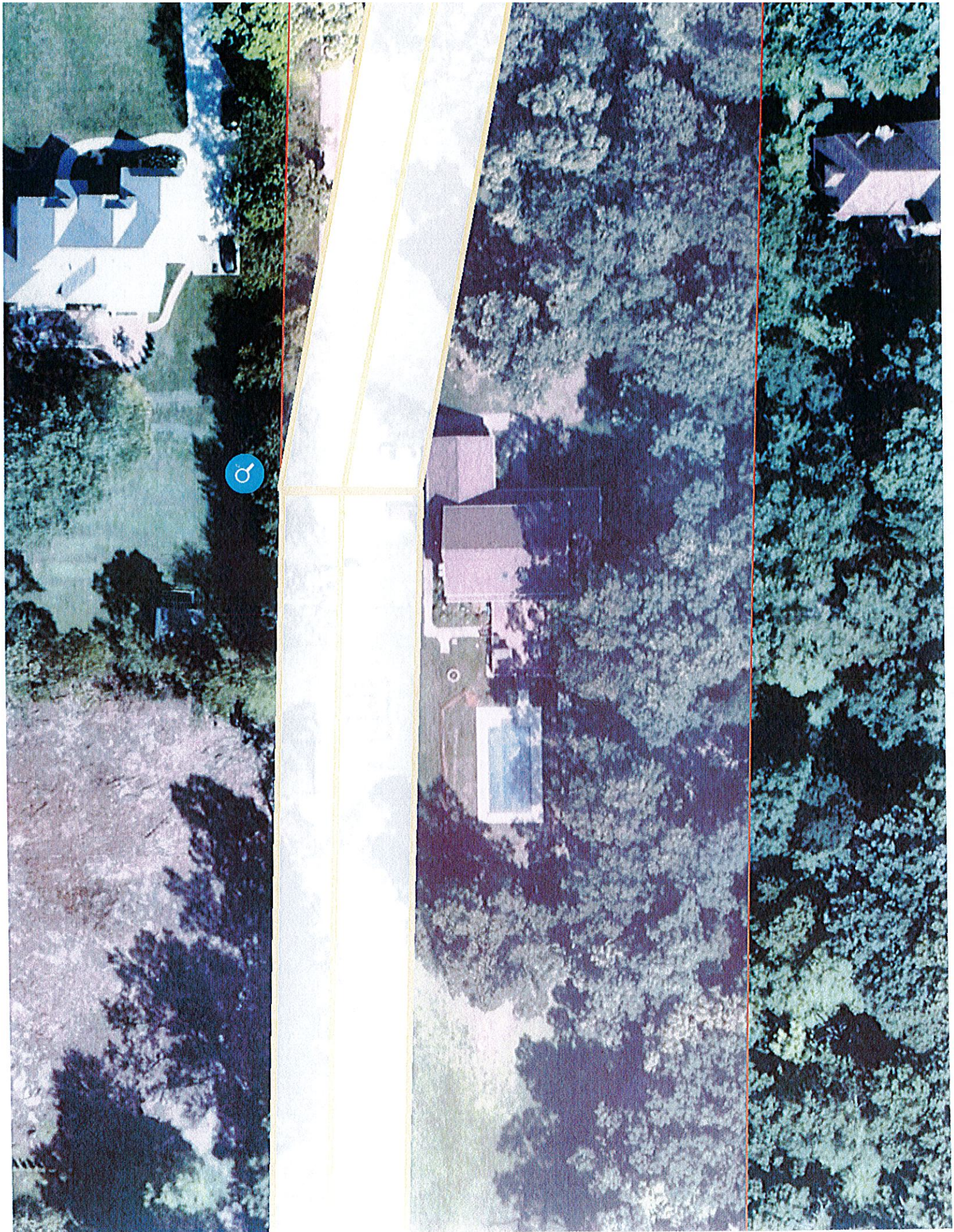
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N
 APPROX LOCATION OF GAS LINE ENCROACHMENT




BRANDYWINE ROAD (CH 40) 60'







 You have received an encrypted email.

A

Andrew Subotnik
To: Douglas Nelson

Friday, May 20th, 2016
10:42 AM

Good Morning Mr. Nelson,

I just wanted to follow up regarding this file. In your letter you indicated that the Seagers were made aware of the Right of Way by the neighbor. We are trying to determine if a surveyor has found the location of the Right of Way or if any other official conclusion has been made as to the location of the Right of Way on the property? I pulled a copy of the survey from closing and it does not notate the Right of Way (see copy attached). I would be happy to contact the surveyor and have them take another look at the property and show the exact location of this Right of Way. Please let me know if you would like us to proceed in doing so.

Thank-you!

Andrew J. Subotnik



Director of Corporate Operations

O: 330-835-1655

F: 330-835-1650

3480 W. Market Street, Suite 202

Fairlawn, OH 44333

HUD Select Number: KINGDO0001



Note: Our office will be closed Monday, May 30, 2016 in observation of Memorial Day. We will re-open
y, May 31, 2016.**

We are now using Encrypted Emails per the requirements set forth from the CFPB on communications with private consumer information.

To view the encrypted file: Click on the "View Encrypted Message" link in GREEN; you will then be prompted to input your Name & Email.

Choose "Remember Me" at the bottom for a one-time set up.

*Please note if you are opening encrypted files on a **mobile device**, your browsing settings may need to be altered*

1 Attachments

Download All

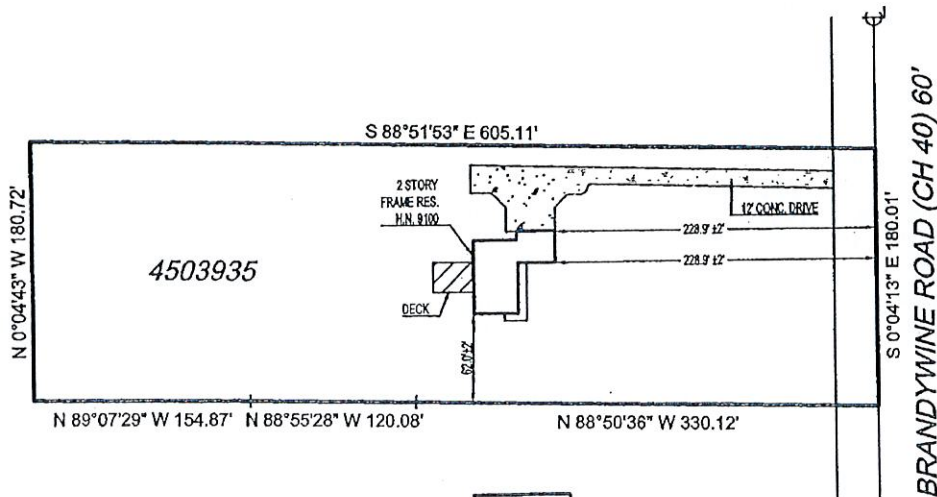
212707_survey...

Click here to [Reply](#) or [Reply all](#)



PROPERTY ADDRESS: 9100 BRANDYWINE ROAD NORTHFIELD, OHIO 44067

SURVEY NUMBER: 212707



NOTE: SOME GROUND LEVEL IMPROVEMENTS MAY NOT HAVE BEEN LOCATED DUE TO SNOW COVER.

SCALE: 1" = 40'



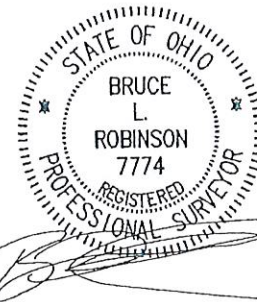
Exacta: 212707/28317

ACKNOWLEDGED & ACCEPTED

BY: _____
BY: _____
DATE



SCALE: 1" = 100'



POINTS OF INTEREST: NONE VISIBLE

CLIENT NUMBER: 20150128 DATE: 3/12/2015

BUYER: DAVID SEAGER & DENISE SEAGER

SELLER: JEANETTE E. MOLTER

SUBLOT / ORIGINAL LOT: PART OF LOT NO. 57

SUBDIVISION: SAGAMORE HILLS TOWNSHIP

PLAT: PG: COUNTY: SUMMIT

CERTIFIED TO: KINGDOM TITLE SOLUTIONS, INC. - FAIRLAWN & WELLS
FARGO BANK NA

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EXACTA LAND SURVEYING

Exacta Land Surveying
2132 East Ninth Street, Suite 203
Cleveland, Ohio 44115

P: 216.751.9000
F: 216.751.9510
www.exactasurvey.com

INVOICE

212707

DATE: 3/12/2015

DATE ORDERED: 3/6/2015

DATE COMPLETED: 3/12/2015

CLIENT: KINGDOM TITLE SOLUTIONS, INC.- FAIRLAWN
123 SOUTH MILLER ROAD, STE 201
FAIRLAWN OHIO 44333
(330)835-1655
330.835.1650

CLIENT ORDER NUMBER: 20150128

PROPERTY ADDRESS:
9100 BRANDYWINE ROAD
NORTHFIELD, OHIO 44067

SELLER: JEANETTE E. MOLTER

BUYER: DAVID SEAGER & DENISE SEAGER

One Mortgage Location Survey	165.00
Miscellaneous Amount	
Comments	
Discount	
Deposit	
	\$ 165.00

Thank You!

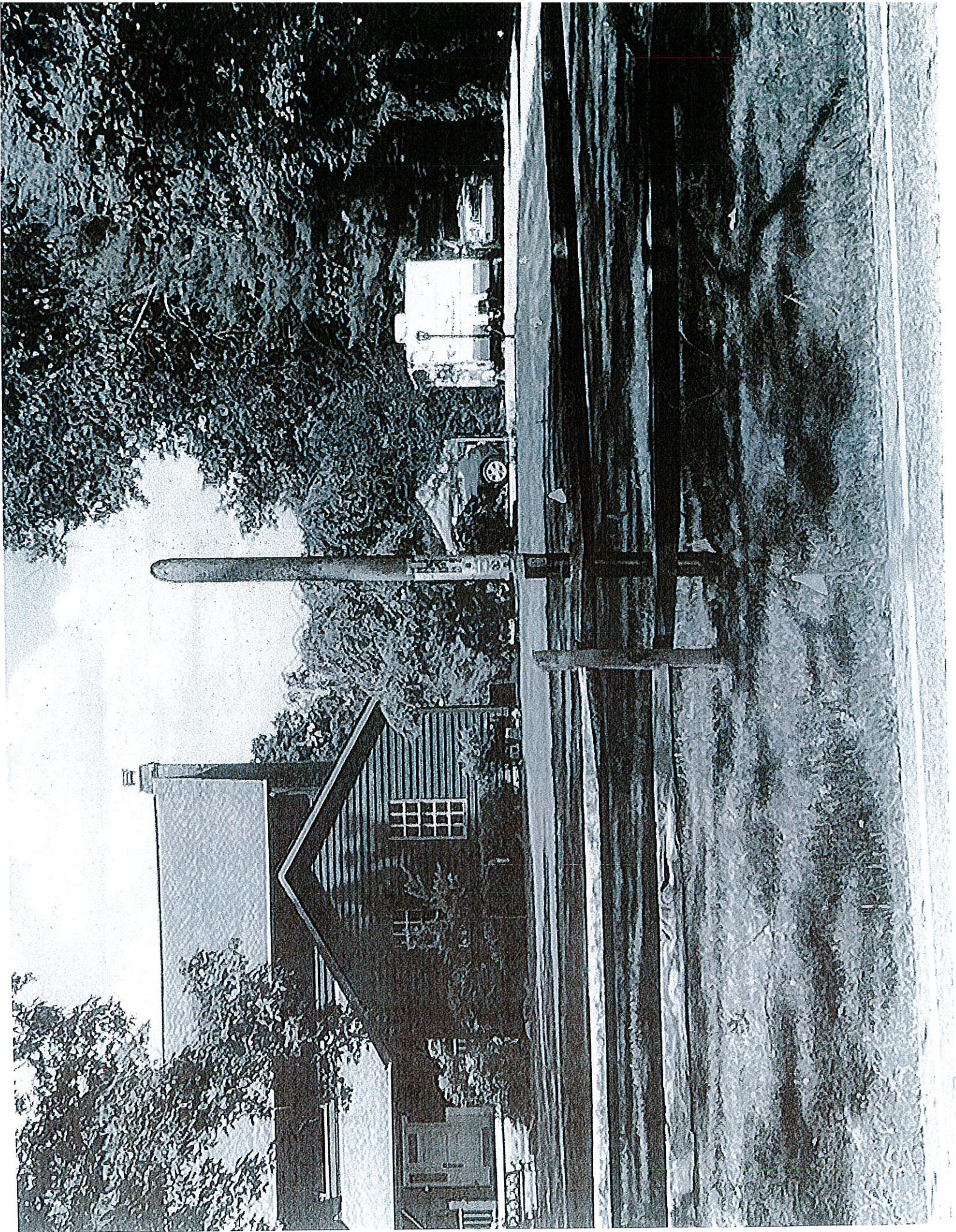
Please make checks payable to: *Exacta Land Surveying*

Please mail payments to: *2132 E 9th Street, Suite 203 | Cleveland, OH 44115*

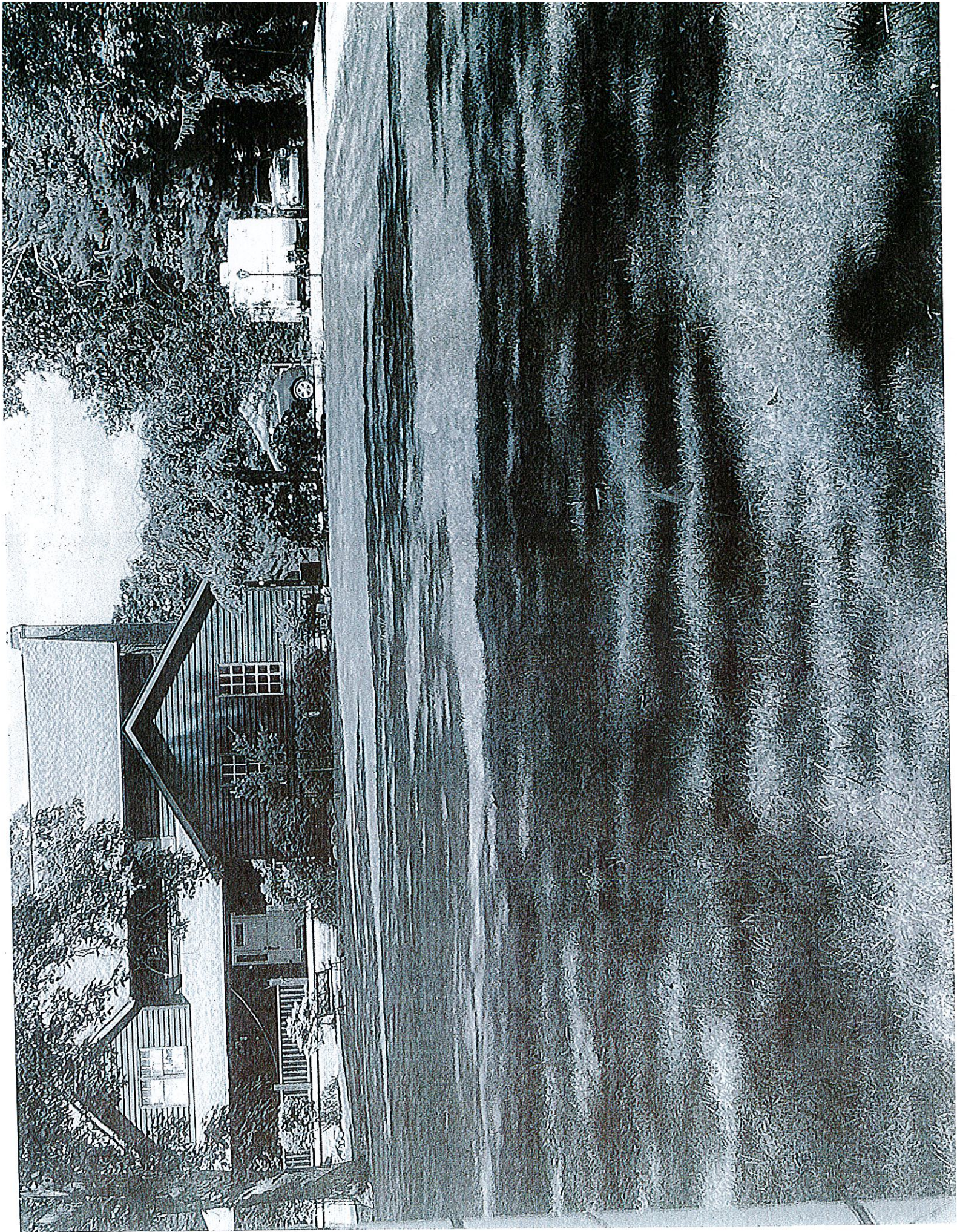
216.751.9000 | 216.751.9510 | www.exactasurvey.com

Please Note: When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your account or to process the payment as a check transaction.











Dominion Energy Ohio

Please be informed that The East Ohio Gas Company's trade name is Dominion Energy Ohio.

RESTRICTIONS

on land that Dominion Energy Ohio holds various rights for its Gas Wells, Metering and Regulating facilities, Transmission, Storage, Gathering and/or Distribution Pipelines, based on the rights held by Dominion Energy Ohio, and maintaining compliance with Dominion Energy Ohio, State and Federal codes, regulations, and laws.

For Dominion Energy Ohio's transmission, storage, gathering and distribution pipeline's operating previously or currently at 100 psig or higher (being high pressure pipelines), the EASEMENT area in general is considered to be 60 feet wide, on, over, under and 30 feet on each side of the pipeline(s) centerline. For Dominion Energy Ohio's distribution pipelines operating at less than 100 psig, the EASEMENT area in general is considered to be 20 feet wide, on, over, under and 10 feet on each side of the pipeline(s) centerline, unless specifically defined otherwise. If multiple pipelines exist paralleling each other, the EASEMENT area is increased in width by the distance between the pipelines. Dominion Energy Ohio's EASEMENT area in general is considered to be 100 feet radius around Dominion Energy Ohio's gas wells and 100 feet radius around Dominion Energy Ohio's brine/oil tanks. Dominion Energy Ohio's EASEMENT areas for its access driveways to said facilities is considered in general to be 20 feet wide, on, over, under and 10 feet each side of the driveway's centerline.

- 1) Sewer, water, drainage culverts, cable, electric and telephone/communication lines may cross Dominion Energy Ohio's pipeline and driveway easement areas at near right angles, providing that they vertically clear Dominion Energy Ohio's pipeline(s) by a minimum of 12 inches, and be within suitable conduit if it is an underground line carrying an electrical charge, and the installer complies with safe excavation and shoring FED-OSHA 29 CFR Part 1926 Subpart P, and its counterparts, and in accordance with any and all other applicable government codes, regulations, and laws. Unless it's not practical or possible, Dominion Energy Ohio prefers that all such lines cross under its pipelines.
- 2) No lines other than Dominion Energy Ohio's, such as but not limited to, sewer, water, drainage culverts, cable, electric and telephone/communication, may parallel within Dominion Energy Ohio's easement areas or be installed anywhere within Dominion Energy Ohio's gas well or brine/oil tank easement areas.
- 3) No buildings, structures, obstructions (obstructions being anything that impairs Dominion Energy Ohio's use of its easement), or above ground appurtenances (manholes, catch basins, signs, poles, fire plugs, transformers, pedestals, and etc.) may be placed within Dominion Energy Ohio's easement areas, by anyone other than Dominion Energy Ohio.
- 4) Within Dominion Energy Ohio's easement areas the existing grade may be altered by others, providing that the cover upon Dominion Energy Ohio's pipeline(s) is not reduced to less than 36 inches or increased to more than 72 inches, the existing soil conditions are stable, and such alteration of grade would not have an adverse effect upon Dominion Energy Ohio's pipeline(s).
- 5) Adjacent to Dominion Energy Ohio's easement area there shall be no change in grade which would cause Dominion Energy Ohio's easement area to become unstable or affect the lateral or subjacent support of Dominion Energy Ohio's facilities and/or appurtenances.
- 6) Paved driveways or future public and/or private roads may cross Dominion Energy Ohio's pipeline and driveway easement areas at near right angles. Paved parking lots may be placed in Dominion Energy Ohio's pipeline easement areas, providing that there is a means for Dominion Energy Ohio to leak detect its pipelines for its own purposes and in accordance with government codes, regulations, and laws. This might be accomplished by a green space 10 feet wide approximately centered on Dominion Energy Ohio's pipeline(s), or by vents installed according to Dominion Energy Ohio's specifications. Excepting said drive and road crossings, and excepting parking lots, there shall be no macadam, pavement, black top, concrete or other impermeable surfaces placed within the EASEMENT area by anyone other than Dominion Energy Ohio. No such improvements may be made by others within Dominion Energy Ohio's gas well or brine/oil tank easement areas.
- 7) No driveways (including parking lot driveways), roads, or their associated road right-of way, other than Dominion Energy Ohio's, may parallel within Dominion Energy Ohio's easement areas.
- 8) There shall be no impounding of water within Dominion Energy Ohio's EASEMENT area by anyone other than Dominion Energy Ohio.
- 9) There shall be no dumping of debris within Dominion Energy Ohio's EASEMENT area, or placement of fill material that is not acceptable to Dominion Energy Ohio.
- 10) Limited landscaping may be made within the easement areas. If any party questions what would be acceptable to Dominion Energy Ohio, they should contact Dominion Energy Ohio prior to making any such landscape improvement.
- 11) In the case of new development or improvements to existing roads within Dominion Energy Ohio's easement areas, the developer shall prepare Plan, Profile and Cross Section plans of the improvements, showing Dominion Energy Ohio's pipeline(s) plus existing and proposed grade, sewers, utilities, road improvements, etc. for Dominion Energy Ohio to review. For new construction any violation of these restrictions will be subject to denial of gas service. No construction on such improvements may begin until Dominion Energy Ohio has provided written approval to the developer.

All improvements made within the easement areas by parties other than Dominion Energy Ohio will be considered encroachments. Such improvements would be done at the risk and peril of the developer, owner of the facility, and/or landowner, and said parties shall be liable to Dominion Energy Ohio for any damage or loss to Dominion Energy Ohio's facilities caused by such improvements. Moreover, Dominion Energy Ohio reserves its rights at anytime, without notice, and without permit to remove any encroachments from within its easement areas to facilitate maintaining, operating, replacing, adding to, or etc. its facilities and/or appurtenances; and Dominion Energy Ohio will not be liable to replace or compensate any party for damages Dominion Energy Ohio inflicted upon any encroachment. To have the on site location of any DEO pipeline marked for any reason, call the Ohio Utilities Protection Service.

Inquiries or questions pursuant to Gas Wells, Transmission, Storage, Gathering, and/or Distribution pipelines should be directed in writing to Dominion Energy Ohio, Engineering Department, 320 Springside Drive, Akron, OH 44333 or via email to relocation@dominionenergy.com.

**Ohio Law requires all parties to contact the OHIO UTILITIES PROTECTION SERVICE
Call 811 (or 1-800-362-2764) at least 48 hours before digging or excavating.
ORC - 3781.28 A & B**

DOMINION ENERGY OHIO

LANDSCAPING/FENCE GUIDELINES WITHIN PIPELINE EASEMENTS

ACCEPTABLE

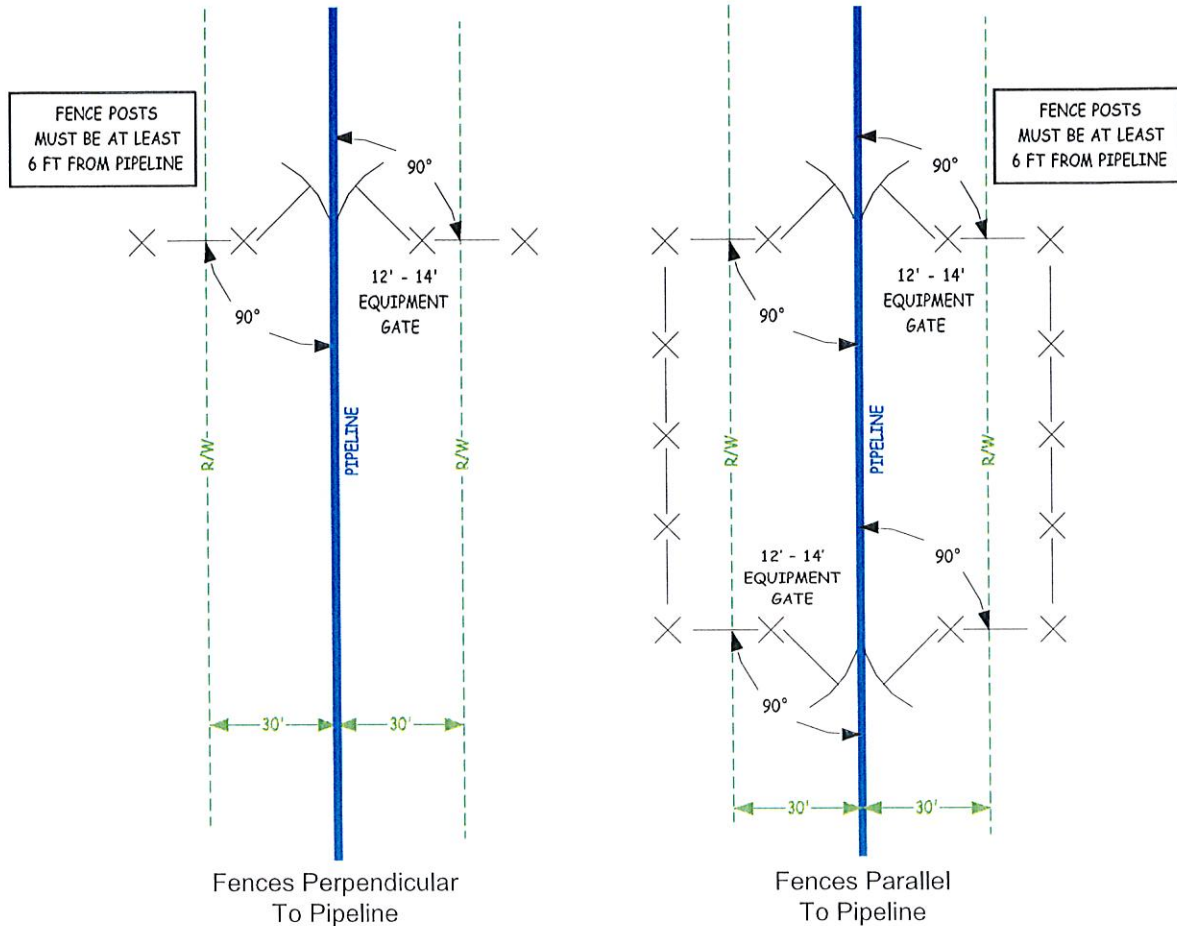
- Agricultural Crops
- Flower Gardens
- Small (< 3' High) Shrubs/Bushes
- Grass (Preferred)
- Fences (Per Diagram Below)

NOT ACCEPTABLE

- Trees
- Bunkers/Earth Landscape Mounds
- Ponds
- Rock Gardens
- Improvements Requiring a Permit
- Landscape or Retaining Walls
- Outside Swimming Pools or Hot Tubs
- No Dumping of Debris in Easement

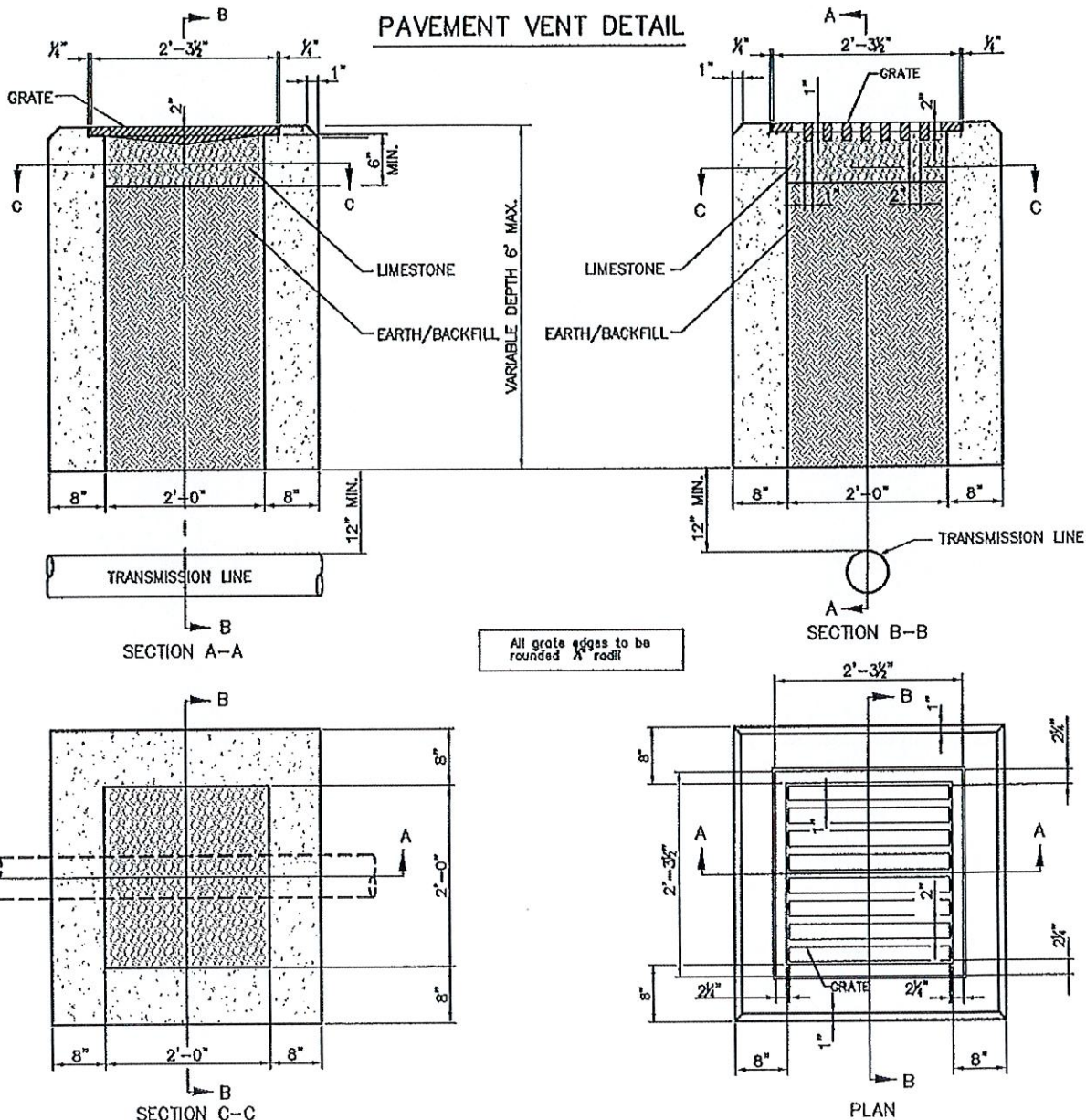
No such improvements may be made by others within Dominion Energy Ohio gas well or brine/oil tank easement areas.

Fencing Examples



- Fences cannot impede Dominion Energy Ohio's access to its facilities.
- No fences may be parallel to the pipeline within the right-of-way.
- 12' – 14' equipment gate must have a Dominion Energy Ohio lock to allow 24-hour access.
- Call OUPS 48 hours before any digging at 811 (or 1-800-362-2764) to have all utilities located.

PAVEMENT VENT DETAIL



All grate edges to be rounded 1/4\"

NOTES

1. A DOMINION NATURAL GAS PIPELINE MAY NOT BE PAVED (ASPHALT, CONCRETE OR ANY OTHER NONADHANT OR IMPERMEABLE SURFACE) OVER TO CREATE A PARKING LOT, WITHOUT THE LANDOWNER/DEVELOPER FIRST SUBMITTING PLANS TO DOMINION AND WITHOUT WRITTEN APPROVAL FROM A DOMINION ENGINEER.

2. IN CASES WHERE A DOMINION ENGINEER APPROVES PLACEMENT OF A PAVED PARKING LOT OVER A GAS PIPELINE, WHERE MORE THAN 30 LINEAR FEET OF THE PIPELINE WILL BE PAVED OVER, THE FOLLOWING VENT(S) WILL BE REQUIRED BY DOMINION TO BE INSTALLED BY THE LANDOWNER/DEVELOPER, AT THE LANDOWNER/DEVELOPER'S EXPENSE. THESE VENTS SHALL BE INSTALLED CENTERED ON DOMINION'S GAS PIPELINE TO ENABLE DOMINION TO LEAK DETECT ITS PIPELINE(S) FOR ITS OWN PURPOSES AND IN ACCORDANCE WITH GOVERNMENT CODES, REGULATIONS AND LAWS. AT LEAST ONE VENT MUST BE INSTALLED EVERY 30 LINEAR GAS PIPELINE FEET, WHERE PAVEMENT IS PLANNED OVER THE GAS PIPELINE.

3. THE VENT IS A MODIFIED STANDARD CATCH BASIN. THE GRATING AND FRAME DESIGN SHALL BE ESSENTIALLY THE SAME AND AS STRONG AS THE ONE SHOWN HERE. 120# MIN. GRATE, 40# MIN. FRAME.

THE BOTTOM OF THE FOOTER OR FRAME BASE MUST BE AT LEAST 12 INCHES HIGHER THAN THE TOP OF DOMINION'S GAS PIPELINE.

4. THERE MUST BE AT LEAST 6 INCHES OF LIMESTONE GRAVEL PLACED BETWEEN THE GRATE AND EARTH, WITHIN THE CONCRETE FOOTER OR FRAME.

* 5. PAVEMENT SURROUNDING THE VENT MUST BE DOWNSLOPED FROM THE VENT FRAME, SO WATER DOES NOT DRAIN INTO THE VENT.

6. WHERE YOU NEED TO KNOW THE EXACT LOCATION AND ELEVATION OF DOMINION'S GAS PIPELINE, YOU MAY EXCAVATE THE PIPELINE BY HAND DIGGING AND TEMPORARILY EXPOSE THE PIPELINE.

7. WALLS: CONSTRUCT BRICK OR CAST-IN-PLACE WALLS WITH A NOMINAL 8\"

8. CONCRETE: USE CLASS C FOR CAST-IN-PLACE CONCRETE. MEET THE REQUIREMENTS OF CMS 706.13 FOR ALL PRECAST CONCRETE.

9. PRECAST BASE: IF A PRECAST BASE IS USED, SET IT DEEP ENOUGH SO THAT THE TOP CAN BE PLACED ON THE BASE TO PROVIDE THE GRATE ELEVATION SPECIFIED IN THE PLANS. DO NOT USE BRICK LAYERS TO ADJUST THE TOP ELEVATION.

CONSTRUCTION INFORMATION
MINIMUM WEIGHT OF GRATE, 120 LBS.

PAVEMENT VENT DETAIL ODOT CATCH BASIN NO. 2-2B (MODIFIED)



**Dominion
Energy**

REF:

DRAWN BY:
DATE:
CHECKED:
APPROVED:
REV. DATE:
REV. DATE:

Surface Loading Assessment

A field assessment and pipe stress analysis is required whenever a track or wheeled axle vehicle crosses Dominion Energy Ohio's transmission, storage, gathering, or high pressure distribution pipeline(s).

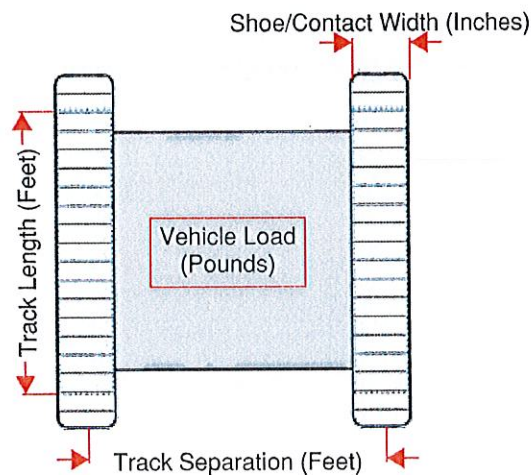
The third party can airbridge the DEO pipeline crossing in lieu of providing this load assessment data. An airbridge will be required per DEO specifications should the surface loading assessment fail.

Provide the following information to Dominion Energy Ohio for review.

- Duration (in days) or number of crossings: _____
- Make, Model, and year of vehicle or machine: _____
- Gross vehicle weight fully loaded: _____
- Number of axles: _____
- Load distribution (% of total weight per axle): _____
- Axle spacing: _____
- Tire configuration (dual vs. single): _____
- Tire size (diameter and width): _____

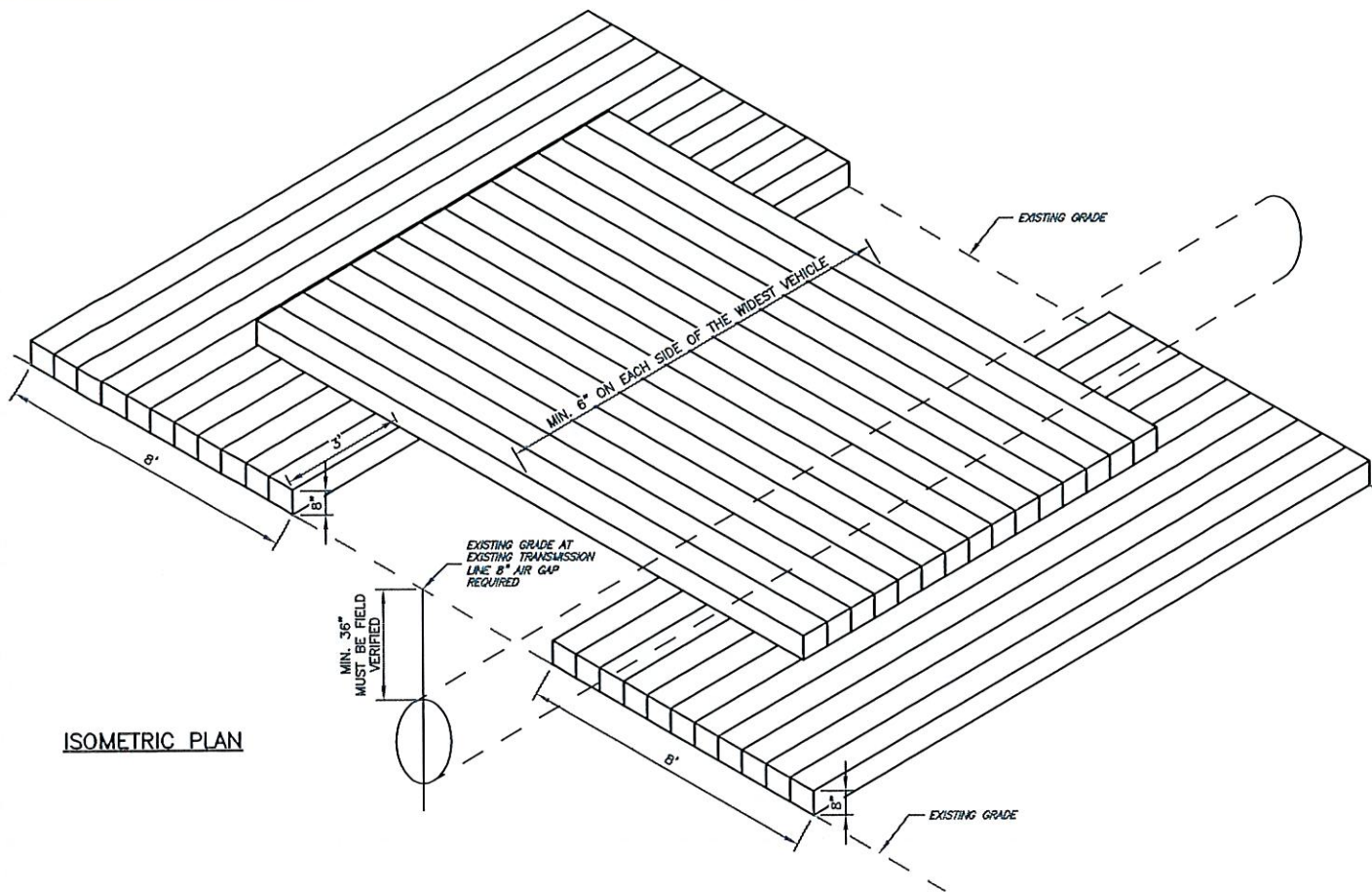
If track operated:

- Vehicle Load: _____
- Shoe/Contact Width: _____
- Track Length: _____
- Track Separation: _____

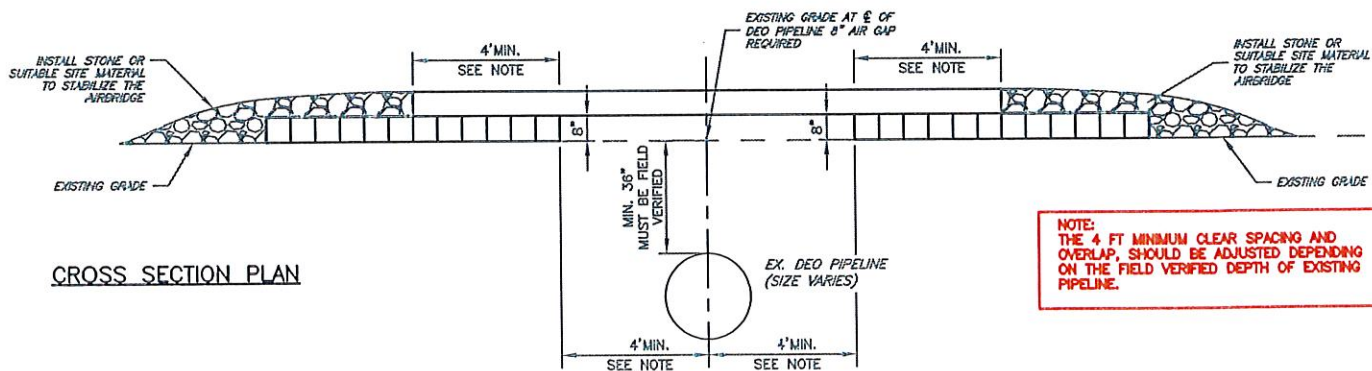


The crossing party must verify the depth of DEO's pipelines by excavating or hand digging to temporarily expose the pipeline. Contact the Ohio Utility Protection Service (OUPS) (1-800-362-2764) at least 2 days prior to excavation to submit an excavation ticket. A DEO representative shall be on-site to monitor any construction activities within 30 feet of DEO's Facilities or Requestor will cease and desist any construction activities within 10 feet of DEO's Facilities until the DEO representative is present.

THE OWNER DOES NOT WARRANT THE ACCURACY, SUFFICIENCY, OR COMPLETENESS OF THIS DRAWING OR MAP FOR ANY PURPOSE, AND RELIANCE HEREON AND USE HEREOF IS AT THE RISK OF THE USER, WHO AGREES TO HOLD HARMLESS AND INDEMNIFY THE OWNER AGAINST ANY AND ALL LIABILITY IN CONNECTION WITH ITS USE.

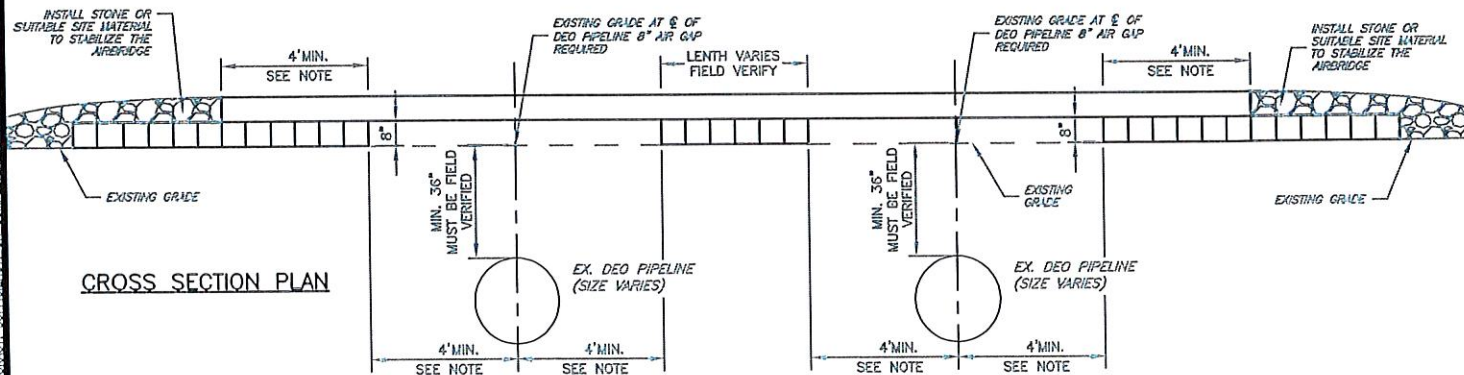


ISOMETRIC PLAN



CROSS SECTION PLAN

NOTE:
THE 4 FT MINIMUM CLEAR SPACING AND
OVERLAP, SHOULD BE ADJUSTED DEPENDING
ON THE FIELD VERIFIED DEPTH OF EXISTING
PIPELINE.



CROSS SECTION PLAN

DRAWING SCALE: 1" = 5'



**Dominion
Energy®**

STANDARD AIRBRIDGE DETAIL

REV.#	DESCRIPTION	DATE	BY
1	AIRBRIDGE DETAIL	4/21/20	MAS



 You have received an encrypted email.

A Andrew Subotnik
To: Douglas Nelson

Thursday, May 19th, 2016
11:02 AM

Good Morning Mr. Nelson,

Brian Moore had asked that I forward the following documents to you in regards to the property located at 9100 Brandywine Road, Northfield, OH.

- 1.) Title Commitment – This was signed by Mr. and Mrs. Seager.
- 2.) Title Exam – This contains copies of all items listed on the Title Commitment.

Also, please update our address in you records. Our address is 3480 W. Market Street, Suite 203, Fairlawn, OH 44333.

Thank-you!

Andrew J. Subotnik



Director of Corporate Operations

O: 330-835-1655

F: 330-835-1650

3480 W. Market Street, Suite 202

Fairlawn, OH 44333



now using Encrypted Emails per the requirements set forth from the CFPB on communications with private consumer information.*

To view the encrypted file: Click on the "View Encrypted Message" link in GREEN; you will then be prompted to input your Name & Email.

Choose "Remember Me" at the bottom for a one-time set up.

*Please note if you are opening encrypted files on a **mobile device**, your browsing settings may need to be altered*

2 Attachments

Download All

Title Commitm... Title Exam.pdf

Click here to [Reply](#) or [Reply all](#)



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

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

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A. This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Note:

CONDITIONS

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

Issued through the Office of:
Kingdom Title Solutions, Inc.
123 S. Miller Road, Suite 201
Fairlawn, Ohio 44333

Sarah B. Woods
Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest

Secretary

Old Republic National Title Insurance Company

Commitment Number: 20150128

SCHEDULE A

1. Effective Date: February 9, 2015 at 07:59 AM
2. Policy or Policies to be issued:

	Amount
(a) <u> X </u> Owner's Policy (ALTA Own. Policy (06/17/06))	\$ 310,000.00
Proposed Insured: David A. Seager and Denise Seager	
(b) <u> X </u> Loan Policy (ALTA Loan Policy (06/17/06))	\$ 279,000.00
Proposed Insured: Wells Fargo Bank, N.A., its successors and/or assigns as their respective interests may appear.	
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:
Jeanette E. Christian

Vesting Deed: Warranty Deed recorded January 31, 2002 as Instrument No. 54655215 of Summit County Records.
5. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Randy 3/13/15

x Denise Seager 3/13/15

Kingdom Title Solutions, Inc.

By: *Sarah B. Woods*
Kingdom Title Solutions, Inc.

Old Republic National Title Insurance Company

Commitment Number: 20150128

SCHEDULE B

1. Requirements:

1. Warranty Deed from Jeanette E. Molter HTTA Jeanette E. Christian, married, with appropriate release of dower, to David A. Seager and Denise Seager, husband and wife.
2. Mortgage from David A. Seager and Denise Seager, husband and wife to Wells Fargo Bank, N.A. in the amount of \$279,000.00.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Pay us the premiums, fees and charges for the policy.
5. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
6. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.

2. 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 of the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interest, or claims which are not shown by 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 line, 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 limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or the public records.
7. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
8. Those covenants, conditions or restrictions indicating a preference, limitation or discrimination

SCHEDULE B
(Continued)

Commitment Number: 20150128

based on race, color, religion, sex, handicap, familial status, national origin or other categories that may from time to time be deemed to be protected classes are hereby deleted to the extent such covenants, conditions or restrictions violate the provisions set forth in 42 USC 3604.

9. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
10. Listed for taxes in the County Treasurer's Tax Duplicate for the year 2014:
Jeanette E. Christian

PN: 45-03935

Taxes and assessment for the first half of 2014, in the amount of \$2,716.01 are paid.

Taxes and assessment for the second half 2014, in the amount of \$2,716.01 are not yet due or payable.

Assessments, Homestead Exemption or Delinquency included in the above mentioned amount as follows:

Sewer Maintenance - \$53.91 per half

Addition of General Taxes or Assessments, if any, which may hereafter be made by legally constituted authorities pursuant to Revised Code Section Numbers 319.40 and 5713.20, or

Additions, deletions, abatements or corrections which may be made after the date hereof by legally constituted authorities on account of errors or omissions.

The insured herein is hereby notified that a change in the tax for the year 2015 and ensuing years may be made by an increase or decrease in the valuation of these premises for the tax purposes as a result of any complaint which may be found to alter such valuation pursuant to Section 5715.19 of the Revised Code of Ohio.

Assessments which at the date thereof have not been certified to the County Auditor.

11. Oil and Gas Lease recorded as Volume 438, Page 94 of Summit County Records.
Affidavit of Non-Compliance recorded as Volume 6954, Page 71 of Summit County Records.
See public record for particulars. No further examination has been made of this instrument.
12. Oil and Gas Lease recorded as Volume 2973, Page 277 of Summit County Records.
Affidavit recorded as Volume 6713, Page 676 of Summit County Records.
See public record for particulars. No further examination has been made of this instrument.
13. Oil and Gas Lease recorded as Volume 2973, Page 279 of Summit County Records.
Affidavit recorded as Volume 6954, Page 71 of Summit County Records.

SCHEDULE B
(Continued)

Commitment Number: 20150128

See public record for particulars. No further examination has been made of this instrument.

14. Easement recorded as Volume 3492, Page 246 of Summit County Records. See public record for particulars. No further examination has been made of this instrument.
15. Pipe Line Right of Way recorded as Volume 3512, Page 428 of Summit County Records. See public record for particulars. No further examination has been made of this instrument.
16. Easement recorded as Volume 5417, Page 411 of Summit County Records. See public record for particulars. No further examination has been made of this instrument.
17. Pipe Line Right of Way recorded as Volume 6667, Page 769 of Summit County Records. See public record for particulars. No further examination has been made of this instrument.
18. Easement recorded as Volume OR 187, Page 739 of Summit County Records. See public record for particulars. No further examination has been made of this instrument.
19. Oil and Gas Lease recorded as Volume OR 1994, Page 355 of Summit County Records. See public record for particulars. No further examination has been made of this instrument.
20. Anything to the contrary notwithstanding the policy to be issued does not insure the quantity of land described in Schedule "A".

Old Republic National Title Insurance Company

Commitment Number: 20150128

EXHIBIT A
PROPERTY DESCRIPTION

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

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio:

And known as being part of Original Township Lot 57 and being more completely described as follows:
Commencing at a #4 rebar marking the southwest corner of Original Township Lot 57; thence N. 00° 13' 54" W. along the centerline of Boyden Road, C.H. 164, 60 feet wide, a distance of 809.39 feet; thence S. 88° 51' 53" E. along the south line of Hrovat Subdivision #1 and #2 projected easterly to the centerline of Brandywine Road a distance of 2616.87 feet to the place of beginning for the parcel herein described.

1. Thence along the centerline of Brandywine Road, C.H. 40, 60 feet wide, S. 00° 04' 13" E. a distance of 180.01 feet.
2. Thence W. 88° 50' 36" W. along the north line of land described in Deed Volume 6681, Page 98, Summit County Records a distance of 330.12 feet to a #5 rebar #5916 passing over a #5 rebar 30.00 feet west of said centerline.
3. Thence N. 88° 55' 28" W. a distance of 120.08 feet to a #5 rebar 5916.
4. Thence N. 89° 07' 29" W. a distance of 154.87 feet to a #5 rebar 5916.
5. Thence N. 00° 04' 43" W. a distance of 180.72 feet to a #5 rebar 5916 and the south line of Hrovat Subdivision #1, as recorded in Plat Book 47, Page 141, Summit County Records.
6. Thence S. 88° 51' 53" E. along the south line of said subdivision a distance of 605.11 feet to the centerline of Brandywine Road and the place of beginning, passing over a #5 rebar 30.00 feet west of said centerline. Be the same more or less, subject to all legal highways.

The above described parcel contains 2.5006 acres, as surveyed by Lawrence L. Butterworth, Registered Surveyor #5916 in March, 1996. The meridian is assumed, set the centerline of Boyden Road to N. 00° 13' 54" W.

Parcel No. 45-03935
Routing No. NF0003296001000
For Informational Purposes Only:
Commonly known as 9100 Brandywine Road, Northfield, OH 44067

SCHEDULE SHEET

Type of Title Evidence: OTI Order No.: 20150128
 Effective Date: 2-9-15 at 6:59 AM Amount: _____
 Fee In: JEANETTE E CHRISTIAN KAT JEANETTE E MILTER
 Description: Copy from X to X 546582-15

Item No.	Schedule B (I & II) and/or Encumbrances, etc.
(1)	TAX 150P
(2)	OIL + GAS Lease in Volume 438 PG 94 + AFFIDAVIT IN Vol. 6954 PG 71
(3)	OIL + GAS Lease in Vol 2973 PG 277 + AFFIDAVIT IN Vol 6713 PG 676
(4)	OIL + GAS Lease in Vol 2973 PG 279 + AFFIDAVIT IN Vol 6954 PG 71
(5)	EASEMENT TO OHIO Edison Co in Vol. 3492 PG 246
(6)	Pipe Line R/W TO THE OHIO Gas Co in Vol 3512 PG 428
(7)	EASEMENT TO OHIO Edison Co in Vol 5417 PG 411
(8)	Pipe Line R/W TO K. S. T. OIL + GAS Co in Vol 6667 PG 769
(9)	EASEMENT TO OHIO Edison Co in OR 189 PG 738
(10)	OIL + GAS Lease in OR 1924 PG 355
(11)	MARRIAGE License ML03761

TOR
 Examiner



54655215
Page 1 of 2
81/31/2002 03:53P
DE 14.00

GENERAL WARRANTY DEED, Statutory Form 22.5

GENERAL WARRANTY DEED* TRANSFERRED

02 JAN 31 PH 3:43

FRANK WILLIAMS
COUNTY AUDITOR

GERALD J. FOX AND JOYCE M. FOX, husband and wife,

grant(s) with general warranty covenants, to ~~EDWARD J. FOX~~ JEANETTE E. CHRISTIAN, SINGLE
the Grantee, whose TAX MAILING ADDRESS
is 9100 BRANDYWINE, SAGAMORE HILLS, OH 44087 the following REAL PROPERTY:

Situated in the Township of Sagamore Hills, County of Summit, State of Ohio; and known as being part of Original Township Lot 57, and being more completely described as follows: Commencing at a #4 rebar marking the southwest corner of Original Township Lot 57; thence N. 00 deg. 13' 54" W. along the centerline of Boyden Road, C.H. 184, 60 feet wide, a distance of 809.39 feet; Thence S. 88 deg. 51' 53" E along the south line of Hrovat Subdivision #1 and #2 projected easterly to the centerline of Brandywine Road a distance of 2616.87 feet to the place of beginning for the parcel herein described.
1). Thence along the centerline of Brandywine Road, C.H. 40, 60 feet wide, S. 00 deg. 04' 13" E a distance of 180.01 feet.
2). Thence W. 88 deg. 50' 36" W along the north line of land described in deed Volume 6681, Page 98, Summit County Records a distance of 330.12 feet to a #5 rebar #5916 passing over a #5 rebar 30.00 feet west of said centerline.
3). Thence N. 88 deg. 55' 28" W a distance of 120.08 feet to a #5 rebar 5916.
4). Thence N. 89 deg. 07' 29" W a distance of 154.87 feet to a #5 rebar 5918.
5). Thence N 00 deg. 04' 43" W, a distance of 180.72 feet to a #5 rebar 5916 and the south line of Hrovat Subdivision #1, as recorded in Plat Book 47, Page 141, Summit County Records.
6). Thence S. 88 deg. 51' 53" E along the south line of said subdivision a distance of 605.11 feet to the centerline of Brandywine Road and the place of beginning, passing over a #5 rebar 30.00 feet west of said centerline. Be the same more or less, subject to all legal highways.

The above described parcel contains 2.5006 acres, as surveyed by Lawrence L. Butterworth, Registered Surveyor #5916 in March, 1996. The meridian is assumed, set the centerline of Boyden Road to N 00 deg. 13' 54" W.

SEE EXHIBIT (A)

PPN: 45-03935

AT NF 00032 96001000

Excepting therefrom such encroachments as do not materially adversely affect the use or value of the property, recorded restrictions, easements and conditions, including without limitation, subsurface rights, zoning ordinances, if any, and taxes and assessments, both general and special, which are a lien on the property but are not currently due and payable.

Prior Instrument Reference: Volume OR2271 Page 789 of the Deed Records of Summit County, Ohio

releases all rights of dower therein.

Witness their hand(s) this 28th day of JANUARY, 2002.

Signed and acknowledged in the presence of:

Witness Sheila A. King

Witness Laurie J. Skidmore

Gerald J. Fox

Joyce M. Fox

Description approved by Tax Maps

Approval good for 30 days from

State of OHIO, County of SUMMIT

1-31-02 J.T. 32

BE IT REMEMBERED, That on this 28th day of January, 2002, before me the subscriber, a Notary Public in and for said state, personally came GERALD J. FOX AND JOYCE M. FOX, the Grantor(s) in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public-State of

My Commission Expires: 11/13/02

ADVANCED TITLE

ORDER # 3203

ADVANCED TITLE

TRANSFERRED IN COMPLIANCE WITH
SEC. 319.202 REV. CODE

\$ 320,000.00 Consideration \$ 1,280.00 FEE

FRANK WILLIAMS BY [Signature]
County Auditor Deputy Auditor

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- 5). Thence N. 00 deg. 04' 43" W, a distance of 180.72 feet to a #5 rebar 5916 and the south line of Hrovat Subdivision #1, as recorded in Plat Book 47, Page 141, Summit County Records.
- 6). Thence S. 88 deg. 51' 53" E along the south line of said subdivision a distance of 805.11 feet to the centerline of Brandywine Road and the place of beginning, passing over a #5 rebar 30.00 feet west of said centerline. Be the same more or less, subject to all legal highways.

The above described parcel contains 2.5006 acres, as surveyed by Lawrence L. Butterworth, Registered Surveyor #5916 in March, 1996. The meridian is assumed, set the centerline of Boyden Road to N 00 deg. 13' 54" W.

PPN: 45-03935

Excepting therefrom such encroachments as do not materially adversely affect the use or value of the property, recorded restrictions, easements and conditions, including without limitation, subsurface rights, zoning ordinances, if any, and taxes and assessments, both general and special, which are a lien on the property but are not currently due and payable.

Prior Instrument Reference: Volume OR2271 Page 789 of the Deed Records of Summit County, Ohio

releases all rights of dower therein.

54655215
Page: 2 of 2
01/31/2002 03:53p
FRANK WILLIAMS, SUMMIT CO AUDITOR

Kristen M. Scalise CPA, CFE

Fiscal Officer, County of Summit

Note: This is a live file and is subject to constant change.

Print

IAS4 - INTEGRATED ASSESSMENT SYSTEM REVIEW DOCUMENT
Summit County Auditor Division, OH - Tax Year 2014

FEI

BASIC INFORMATION FOR PARCEL 4503935

PARCEL	4503935	NO CARDS:	1
ALT_ID	NF0003296001000	---LISTER---	
OWNER	CHRISTIAN JEANETTE E	523	01-JAN-14
OWNER		VAC/ABAND:	
ADDR.	9100 BRANDYWINE RD , NORTHFIELD 44067-	RENTAL REG:	N/A
DESC.	SV-LOT 57 W OF BRANDYWINE 180 FT FRT	SPEC FLAG:	
DESC.		LUC: 101	NBR: 11100
DESC.		A - CASH GRAIN OR GENERAL FARM	
DISTRICT	45 SAGAMORE HLS TWP-NRD HLS CSD NHWD	HOMESTEAD:	No
INTER-COUNTY	77-0400	2.5% REDUCTION:	Yes

LAND FOR PARCEL 4503935

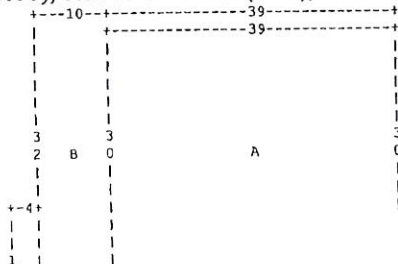
CODE	ACRES	CLASS	EXMP	UNIT	INCR/DECR	INFLUENCE	INFLU%	V
01	1		40380	42500	21250/21250			
09	1.5		0	8500	8500/8500			

ACRE CODE: 01 = HOUSE LOT 09 = BALANCE OF LAND

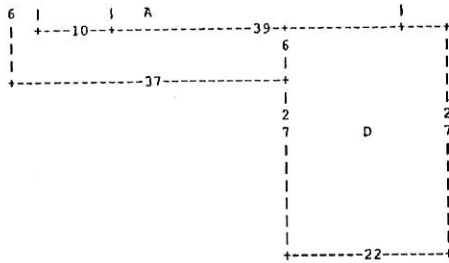
RESIDENTIAL CARD 1 OF 1 FOR PARCEL 4503935

STYHT	2	HT/AC	CENTRAL AIR CONDITION		
CONST	ALUMINUM/VINYL	FUEL	GAS		
MSRY TRIM		SYSTEM	FORCED AIR		
TYPE	COLONIAL	ATTIC	NO		
YR BUILT	1988	FINBSMT			
EFF YR		REC RM			
YRREMDLD		FRP PREFB			
TOT RM	8	FRPL OP/ST	1 1		
BEDRM	4	BSMT GAR			
FAMLYRM		PHYSICAL	83		ADJ BASE 16
FULL/BTH	2	FUNC DEP			ADDN MISC FEAT. 1
HALF/BTH	1	FUNC RSN			ADDITIONS TOTAL 4
TOT FIXTRS	10	ECON DEP	106		SUBTOTAL 22
BSMT	FULL	ECON RSN	70		REPL COST 22
GFLA	1170	GRADE	105		LESS DEPR 20
SFLA	2738	COND (CDU)	GOOD	(97%)	ADJ RCNLD 20
		PCT CMPL			DWELLING VAL 20

DESCRIPTION: COLONIAL ALUMINUM/VINYL 2 STORY WITH 1170 SQ FT GROUND FLOOR LIVING AREA A 2738 TOTAL SQ FT LIVING AREA, BUILT ABOUT 1988. IT HAS 8 TOTAL ROOMS WITH 4 BEDROOMS, 2 FULL BATHROOMS, 1 HALF BATHROOM, A FULL BASEMENT, HEATING IS CENTRAL AIR CONDITION, 1 FIREPLACE AND THE OVERALL CONDITION IS GOOD. THE "ADDN MISC FEATURES" VALUE WAS DERIVED FROM THE HT/AC (3590), THE PLUMBING (5000), AND THE FIREPLACE (3000).

**ADDITION CODES:**

LN	LW	IS	2N	3R	AREA	%COMP	VALUE
B	50	10			320		23320
C		11			262		5340
D		13			594		14040
E	50	10			78		5680

**ADDITIONS:**

LINE B LOWER LEVEL UNFINISHED BSMT WITH FIRST FLOOR FRAME LIVING AREA
 LINE C FIRST FLOOR OPEN FRAME PORCH
 LINE D FIRST FLOOR FRAME GARAGE
 LINE E LOWER LEVEL UNFINISHED BSMT WITH FIRST FLOOR FRAME LIVING AREA

SECONDARY:

CODE	YR BLT	SQ FT	MODS	CD	%GOOD	%COMP	FUN UNIT	FUN/RS	ECO/RS	I
WD1	1988	468		A	34		1			

WD1 = WOOD DECK

SUMMARY ALL CARDS FOR PARCEL 4503935

LAND: 52490	BUILDING: 204470	TOTAL: 250
ASSESSED LAND: 18370	ASSESSED BLDG: 71560	ASSESSED TOTAL: 89

SALES INFORMATION FOR PARCEL 4503935

DATE	DOC#	GRANTOR	AMT SALE	DESC	PARCEL
31-JAN-02	2049	FOX GERALD J & JOYCE M	320000 B	INVESTMENT COMP	1
01-OCT-96		CHARBONNEAU JAMES D & LISA L	295000 1	VALID	0
01-OCT-96		FOX GERALD J & JOYCE M	295000 1	VALID	1
17-MAY-96		CHARBONNEAU JAMES D & LISA L	0		0

Print

Pay by Phone

Pay On-Line

2014 SUMMARY INFORMATION FOR PARCEL 4503935

MAILING ADDRESS	LUC	101
CHRISTIAN JEANETTE E	CLASS	A
9100 BRANDYWINE RD	2.5%	Y
NORTHFIELD, OH 44067	HMSTD	N
APPAISED VALUE 256,960	CAUV	N
TAXABLE VALUE 89,930	FOREST	N
BANK CODE	STUB	45058117
TREAS CODE	CERT YEAR	N
CUR YR REFUND	DELQ CONTRACT	N
PRI YR REFUND	BANKRUPTCY	N
MONEY IN ESCROW	FORECLOSURE	N
MONEY IN PRETAX		

Beginning Tax Duplicate

Where Do My Tax Dollars Go?		Voter Approved Levy Tax	
	First Half Charges		Second Half Charges
Realestate	2662.10		2662.10
Special Assessment	53.91		53.91
Total	2716.01		2716.01
Due Date	FEB 20, 2015		

Total Tax Amount Due Reflects Payment & Adjustment To Date

DELQ	1st HALF	2nd HALF
------	----------	----------

TOTAL REAL ESTATE AND	0.00	2716.01	2716.01
SPECIAL CHARGES			
P & I & ADJ	0.00	0.00	0.00
PAYMENTS	0.00	-2716.01	0.00
AMOUNT DUE	0.00	0.00	2716.01
YEARLY AMOUNT DUE:			2716.01

2014 TAX BILL DETAILS FOR PARCEL 4503935

DATE	SETTLE #	PROJ. ACTION /CODE	1st HALF	2nd HALF
31-DEC-14		DUP/ORG	4446.15	4446.15
31-DEC-14		DUP/RED	-1408.42	-1408.42
31-DEC-14		DUP/ADJ	3037.73	3037.73
31-DEC-14		DUP/RLB	-303.78	-303.78
31-DEC-14		DUP/HRB	-71.85	-71.85
31-DEC-14	1AA000	DUP/SAC	53.91	53.91
09-FEB-15	1AA000	PAY/SAC	-53.91	0.00
09-FEB-15		PAY/CHG	-2662.10	0.00

DELQ REAL ESTATE & ASSESSMENT TAX:	0.00
ADJUSTMENT:	0.00
DECEMBER INTEREST:	0.00
AUGUST INTEREST:	0.00
TOTAL	0.00

REAL ESTATE CHARGES:	2662.10	2662.10
SPECIAL ASSESSMENT CHARGES:	53.91	53.91
ADJUSTMENT:	0.00	0.00
TOTAL CHARGES:	2716.01	2716.01

PAYMENTS:	DATE	TYPE	
	09-FEB-15	NML	-2716.01
TOTAL PAYMENTS:			-2716.01

FH/SH AMOUNT DUE:	0.00	2716.01
-------------------	------	---------

SPECIAL ASSESSMENT:

PROJECT	NAME	END	1st HALF	2nd HALF
1AA000	C10 SEWER MAINT- DOES -9999	9999	53.91	53.91

GENERAL INFORMATION

Kristen M. Scalise CPA, CFE
FISCAL OFFICER, COUNTY OF SUMMIT
175 SOUTH MAIN ST.
AKRON, OHIO 44308

PLEASE DIRECT INQUIRIES CONCERNING PROPERTY VALUES TO

(330)-643-2636
(330)-643-2645

GENERAL REAL ESTATE
SPECIAL ASSESSMENTS

(330)-643-2710
(330)-643-2661

APPRAISAL INFORMATION
HOMESTEAD

PLEASE DIRECT INQUIRIES ABOUT YOUR TAX BILL INFORMATION TO

(330)-643-2867
(330)-643-2600
(330)-643-2587
(330)-643-2598

TREASURER DIVISION PRE-PAYMENT PRO
MONTHLY DELINQUENT CONTRACT PROG
TAX BILL MAILING INFORMATION
PAYMENT INFORMATION

Click the Following Links to Navigate the Tax Years

[2015](#) [2013](#) [2012](#) [2011](#) [2010](#) [2009](#) [2008](#) [2007](#) [2006](#) [2005](#) [2004](#) [2003](#) [2002](#) [2001](#) [2000](#) |
[1998](#) [1997](#) [1996](#)

END OF PARCEL 4503935

[Switch To Map](#)

Hiram D. Truby

Jno B Chapman

In consideration of the sum of Twenty five \$25.00

DOLLARS, the receipt of

which is hereby acknowledged, Hiram D. Truby of NorthfieldOhio the first part hereby Grants unto John B. Chapman of Northfield

Ohio the second part, his heirs and assigns, all the oil and gas in and under the following described land, together with the right of ingress and egress at all times, for the purpose of drilling and operating for oil, gas or water, and to conduct all operations and lay all pipes necessary for the production and transportation of oil, gas or water taken from said premises; reserving, however, to the first part the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from said premises, to be delivered in the pipe line to the credit of the first part free of charge; said land being all that certain tract of land situated in the Township of Northfield County of Summit and State of Ohio, bounded and described as follows, to-wit:

North by lands of Mary RyeEast by lands of H. E. and Louise R. KiperSouth by lands of Isaac McConnellWest by lands of L. A. KuhnContaining Forty nine acres, more or less.

To Have and to Hold the Same unto the second party, his heirs and assigns, for Five years from the date hereof; and as long thereafter as oil and gas is produced from said premises, in paying gas

If gas only is found and the same is marketed off the premises, the second party agrees to pay three (3.00) Dollars each year in advance for each well from which the gas is so marketed while the gas therefrom is so marketed.

The first part shall be entitled to gas free of cost for household use, to be used in an economical manner, for the one dwelling now on said premises, upon making connection for such gas, at the gas well or wells, at own expense and risk.

No well shall be drilled nearer to the house or barn on said premises than one feet therefrom.

In case no well is completed within three months from the date hereof then this grant shall immediately become null and void as to both parties; provided, however, that the second party may prevent such forfeiture from to by paying to the first part twelve (12.00) Dollars quarterly in advance, at

residence or by check or order of lessor mailed to Northfield, Ohio until such well is completed; it being understood that if said payments are made until the end of a well this grant shall remain in full force and effect.

The second party shall have the right to use sufficient gas, oil or water to run all necessary machinery for operating said well or wells, and also the right to remove all its property at any time. It is further

agreed if gas is used by lessee from any other wells drilled hereon for manufacturing or other use, the lessor is to be paid monthly the receipt of the first amount received by the lessee.

It is understood between the parties to this agreement that all conditions between the parties hereto shall extend to their heirs, executors, administrators and assigns.

In Witness whereof. The parties hereto have hereunto set their hands and seals, this 22 day of Feb A. D. 1912

Signed, sealed and delivered in presence of: Hiram D. Truby [Seal]

John B. Chapman [Seal]

Isaac McConnell [Seal]

Guardian of Hiram Eddy Truby, minor

Truby of Northfield, Ohio

STATE OF OHIO

COUNTY OF Summit } SS.

On this 22 day of February A. D. 1912, before me, a Justice of the Peace

in and for said County, personally appeared the said Hiram D. Truby

above named, and acknowledged that he did sign and seal the

foregoing instrument, and that it is his free act and deed, and desired the same to be recorded as such.

Witness my hand and seal the day and year aforesaid.

I. A. McConnell [Seal]

Justice of the Peace

Received for Record Rec. 24 1912 2:10 P.M.

Recorded Jan 22 1913

Fee 1.00

James Brown Recorder

189791 Off. of Non Compliance w/ laws of Oil & Gas laws Sec Vol. 234 2 71 12-14-83 PAGE 57

189791

STATE OF OHIO

COUNTY OF SUMMIT

SS:

AFFIDAVIT OF NONCOMPLIANCE
WITH TERMS OF OIL AND GAS
LEASES

Paul Rainer, Trustee, for Louise Burghardt, being first duly sworn, deposes and says that he ~~was~~ is the owner(s) or part owner(s) of the following described premises, to wit:

46.83 acres situated in Part of Lot 57 in Sagamore Hills Township, Summit County, Ohio;

That affiant acquired an interest in said premises by Quit Claim Deed recorded in Volume 6592, Page 234 of the Summit County Records;

Affiant further states that affiant is advised that the Records in the Recorder's Office indicate that the above described premises were leased for oil and gas purposes as follows:

1. Oil & Gas Lease from Hiram D. Truby and Hiram D. Truby, Guardian, John B. Chapman, dated February 22, 1912 and recorded in Volume 438, Page 94. Term is 5 years and so much longer as oil or gas is produced in paying quantities.
2. Oil & Gas Lease from Louise Burghardt to H. L. Starr, dated April 28, 1953 and recorded in Volume 2973, Page 279. Term is 10 years and so much longer as oil or gas is produced in paying quantities.
3. Oil & Gas Lease from _____ to _____, dated _____ and recorded in Volume _____, Page _____. Term is _____ years and so much longer as oil or gas is produced in paying quantities.
4. Oil & Gas Lease from _____ to _____, dated _____ and recorded in Volume _____, Page _____. Term is _____ years and so much longer as oil or gas is produced in paying quantities.
5. Oil & Gas Lease from _____ to _____, dated _____ and recorded in Volume _____, Page _____. Term is _____ years and so much longer as oil or gas is produced in paying quantities.

Affiant states that Affiant has received no delay rentals or royalties under said Lease(s) and that Affiant would refuse to accept payment of delay rentals or royalties under said Lease(s) if they were offered.

Affiant further states that there are no producing wells on the land in the Lease(s) as above referred to and that said Lease(s) are null and void.

Further affiant sayeth naught.

Paul Rainer, Trustee
Paul Rainer, Trustee, for
Louise Burghardt

SWORN to before me and subscribed in my presence this 6th day of December, A.D., 1984, at Cleveland, Ohio

RECORDER'S STAMP

Ann Wittig
NOTARY PUBLIC
ANN WITTIG
Notary Public, State of Ohio, Cuyahoga Co.,
My Commission Expires April 17, 1988

This instrument prepared by:
ENGLAND & MARTIN
Attorneys at Law
P.O. Box 3610
Alliance, OH 44601
(216) 823-1190
Toll Free 1-800-321-8089

VOL 6954 PAGE 71

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-11-01 BY 60322

189791
 6572
 238
 428
 94
 2973
 179
 Palmer, Justice
 Burghardt

To
 Grady (Chief)
 Chapman
 State Burghardt

RECEIVED FOR RECORD

DEC 14 1984

AL 10701

Recorded DEC 14 1984

Vol 6954 Page 72-72

Recorder
 Co. of Summit, Ohio

1300

NATIONAL ARCHIVES
 College Park, Maryland

State of Ohio, County of Summit to-wit:
Frank J. Perry of said County of Summit do certify that
Frank J. Perry and Donna A. Perry
 his wife, whose names are signed to the writing above bearing date the 28th day of April A. D. 1953 have this day acknowledged the same before me
 in presence of James L. Perry day of April A. D. 1953
 Notary Public, Summit County, Ohio.
 My Commission expires 12-23-54

Received Jul. 6, 1953 at 7:01 A.M.Recorded Jul. 7, 1953Recorder's fee \$ 1.20 Frank W. Kroeger
Recorder

321
 AGREEMENT, made and entered into the 28th day of April 1953 by and
 between H. L. E. Tracy

Brandywine Rd. of Northfield P. O.
 County of Summit and state of Ohio part of the first party
H. L. E. Tracy Purcell Park, W. Va.
 party of the second part, hereinafter called Lessee.

WITNESSETH that the said Lessee for and in consideration of the sum of One Dollar
 Dollars to them in hand well and truly paid by said Lessee, the receipt of which is hereby acknowledged, and of the covenants and
 agreements hereinafter contained on the part of the said Lessee, to be paid, kept and performed, have granted, demised, leased and let and
 by these presents do grant, demise, lease and let with covenants of quiet possession, and that they have the sole right to in grant and
 demise, unto the said Lessee, his successors and assigns, for the purpose of mining and operating for oil and gas, and of building tanks,
 stations, power plants, water stations and structures thereon to take care of the said products, and of laying pipe lines on, over and across
 the leased premises and other lands of Lessee, for the purpose of conveying oil, gas, steam or water therein from and to wells and pipe
 lines on the premises and on adjoining and adjacent farms, and rights of way for road ways over this and other land of Lessee.

All that certain tract of land situated in Northfield Township Summit
 County and State of Ohio on the waters of Cuyahoga River
 bounded as follows:

On the North by lands of Brandywine Rd.
 On the East by lands of Brandywine Rd.
 On the South by lands of Brandywine Rd.

On the West by lands of Twenty-Three and One Half Acres (23 1/2) acres, more or less, being land purchased
 containing Twenty-Three and One Half Acres (23 1/2) acres, more or less, being land purchased
 from by deed dated recorded Deed Book page
 recording, however, therefrom all lands within two hundred feet of the resident buildings now on the premises on which no well shall be
 drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term of ten years from this date and as long thereafter as oil or gas, or
 either of them, is produced from the said lands by the said Lessee, his successors and assigns.

In Consideration of the Premises the said party of the second part, covenants and agrees: 1st—to deliver to the credit of the Lessee,
 their heirs or assigns, five per cent. in the pipe line to which Lessee may connect its wells,
 the equal one-eighth (1/8) part of all oil produced
 and saved from the leased premises; and second, to pay—

one-eighth (1/8) of the value at the well of the gas from each and every gas well drilled on said premises, the product from which is
 marketed and sold off the premises, said gas to be measured at a meter set on the farm.

The Lessee shall not be required in any event, to decrease the rate of said gas well payments or said royalty of oil by reason of any
 royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by Lessee or their predecessors in title or
 otherwise. And any such outstanding royalty or interest shall first be deducted from the royalties and rentals above provided to be paid or
 delivered.

It is agreed by the parties hereto that the Lessee, his successors or assigns, shall have the right to use off the farm for such purposes as
 is now done, (being head gas), (being gas produced from wells on the premises), but if said "casing head gas" or any part thereof should

959498 Assign. oil & Gas. See Vol 3121 pg. 586 4-21-54
 #102068 Affidavit Re: Oil & Gas Lease. See Vol 6113 Page 676 2-23-83

be manufactured into gasoline or other by-products by said company, said Lesors shall receive one-eighth of the net value at the factory of the gasoline and other by-products so manufactured. The Lesors may lay a line to any gas well drilled on said land and take gas therefrom free for their own use for heat and light in one dwelling house on said land, out of any surplus gas over and above what Lesor, its successors and assigns, may require to operate the farm and subject to the use, operation, pumping and right of abandonment of the well by Lesor, its successors and assigns; Lesors are to provide said use economical appliances and to use said gas at their own risk, subject to the reasonable rules and regulations of said Lesor, its successors and assigns, published at such time relating to such use of gas.

Lesor covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the farm. And it is agreed that the leased premises may be fully and freely used by the Lesors for farming purposes, excepting such parts as are used by the Lesor in operating hereunder, and, further, that the said Lesor may drill or not drill on said land, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privilege.

The said Lesor covenants and agrees to pay rental at the rate of One Dollar per Acre Dollars, quarterly in advance, beginning in May months from this date, until, but not after, a well yielding royalty to the Lesors is drilled on the leased premises, and any rental paid for time beyond the date of completion of a gas well shall be credited upon the first royalty due upon the same and all rentals shall cease after the surrender of this lease as hereinafter provided for. All payments for delay, for gas produced and marketed, for gasoline and other by-products may be made direct to the lessors or be deposited to their credit, or to the credit of their heirs or assigns in the

Bank of _____ or by check mailed to _____ P. O. _____ County _____ State of _____ such payments may be also made in the same manner to _____ who is hereby appointed agent for the lessors to receive the same.

It is agreed that the Lesor is to have the privilege of using feet, sufficient water and gas from the said premises to run all machinery necessary for drilling and operating thereon at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of one (\$1.00) Dollar at any time, by the party of the second part, or by its successors and assigns if or they shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease becomes absolutely null and void.

Lesor agrees that the recording of a deed of surrender in the proper county, and the mailing in the postoffice of a check, payable as above provided, for said last mentioned sum and all amounts then due hereunder, shall be a full surrender and termination of this lease. All provisions of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

In Witness Whereof, the parties of this agreement have hereunto set their hands and seals the day and year first above written.

Witness _____ (Seal)
John M. Brown _____ (Seal)
William C. Truby _____ (Seal)

State of Arkansas, County of Sevier to-wit:
Garnett Seifling of said County of Sevier do certify that
Antony Public and William C. Truby
is signed to the writing above bearing date the 28th day of
April A. D. 1933 this day acknowledged the same before me
in my said office.
Given under my hand this 28th day of April A. D. 1933.
Garnett Seifling Notary Public, Sevier County, Ark.
My Commission expires 12-23-34

Received Jul. 6, 1933 at 7:02 A.M.
Recorded Jul. 7, 1933
Recorder's fee \$ 1.20 Frank W. Kroeger
Recorder

102068

AFFIDAVIT

PAUL RAIMER, who resides at 278 Meadowview Road, Sagamore Hills, Ohio 44067, being first duly sworn according to law, deposes and says that he has resided at the Sagamore Hills address above set forth, for many years and that his said property is adjacent to the property line of the premises of LOUISE BURGHARDT in Lot Number 57 of Sagamore Hills and lying immediately north thereof.

Affiant further states that he is also TRUSTEE for LOUISE BURGHARDT, for the premises of LOUISE BURGHARDT and described in Affidavit of Title to Real Estate as recorded in Volume 6685, Page 793, Summit County Records and being approximately 46 acres in Lot 57 Sagamore Hills Township.

Affiant also states that he is aware of a certain Oil and Gas Lease from Hiram E. Truby to H. L. Starr, dated April 28, 1953 and recorded in Volume 2973, Page 277, Summit County Records and the subsequent Assignment of the said Lease to Walter W. Price by instrument dated April 28, 1953 and recorded in Volume 3121, Page 586, Summit County Records and covering a part of the premises described in the Affidavit of Title recorded in Volume 6685, Page 793 as above set forth. The said Oil and Gas Lease provides that the term of the lease shall be "10 years and as long thereafter as oil or gas or either of them is produced from said wells, by the said Lessee, its successors and assigns or rents in the amount of \$1.00 per annum per acre is paid.

Affiant further knows for a fact that no wells have been drilled under the said lease as aforesaid and that no rents have been paid by the Lessee thereunder or its successors and assigns and that the lease has expired.

Further Affiant soith naught.

Paul Raimer
PAUL RAIMER,

Sworn to before me, a Notary Public and subscribed in my presence this
14 day of February, 1983

Carl B. Johnson
NOTARY PUBLIC

Prepared by
CARL B. JOHNSON, ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission has no expiration

Nov 102068 6685

102068 1953

2993

299

5121

586

Ramsey (Trustee)

Burghardt

T

Truby

Stark

Price

102068

102068

FEB 25 1983

FEB 25 1983

6713 676-677

6713 676-677

6713 676-677

5.50

959498 Assign. Oilt & Gas. Ser. Vol. 3121 Pg 586. 4-21-54
184711 Off. of non compliance. Ser. Vol. 6954 Pg. 71 12-14-84 16.60.52

VOL 3512 PAGE 428

PIPE LINE RIGHT OF WAY

057-37

114497

FOR AND IN CONSIDERATION of One Dollar in hand paid, the receipt of which is hereby acknowledged, and the further consideration of One Dollar per lineal rod for each rod of pipe line laid on the premises herein described to be paid when said pipe line is laid, Louise Burghardt, also known as Louise C. Burghardt,

R/W
JWP
2-11-58

herein called Grantor, hereby grant, convey and warrant unto The East Ohio Gas Company, herein called Grantee, its successors or assigns, the right of way to lay, maintain, operate, inspect, replace, change the size of, relocate and remove a pipe line for the transportation of natural gas and other gaseous products, with drips, valves and other necessary appurtenances thereto, on, over and through the following described lands situated in part of original 57 Agawam Hills (formerly Northfield) State of Ohio

Township, Union County, State of Ohio, bounded and described as follows:

~~Grantor's property~~ Being a strip of land 60 feet in width through Grantor's property, the center line of which is ~~the following described course through grantor's property and more fully described as follows:~~ (See reverse page)

together with ingress and egress to and from said premises at all times as may be necessary or convenient for the full and complete use by the Grantee of this right of way. The Grantor shall use and enjoy the said premises except insofar as such use and enjoyment shall be inconsistent with the exercise by the Grantee 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 within thirty feet of any pipe line laid hereunder. The Grantee shall pay any damages which might arise to crops, buildings, drain tile and fences from the exercise of any of the rights herein granted to it; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive. And the Grantee, subject to the same conditions, is further granted the right of way to lay at any time, upon payment of the price per lineal rod above mentioned, and to maintain, operate, inspect, replace, change the size of, relocate and remove an additional line of pipe alongside of the first line laid hereunder.

All payments hereunder may be made to Grantor by check made payable to the order of and ~~mailed to~~ Louise Burghardt and mailed to Jacob I. Rosenbaum, 1090 Union Commerce Bldg., Cleveland 14, Ohio, who is hereby authorized to receive and receipt for the same.

It is understood that this grant contains and expresses all the agreements and obligations of the Grantee in regard to the subject matter hereof and no covenant, agreement or obligation not expressed herein shall be imposed upon the Grantee; and this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, personal representatives, successors and assigns.

WITNESS the signatures of the Grantor this 11th day of February, 1958.

Signed in the presence of:

Jacob I. Rosenbaum
Andrew A. Karn

Louise Burghardt
Louise C. Burghardt

STATE OF Ohio)
COUNTY OF Cuyahoga) ss:

On this 11th day of February, 1958, before me, a Notary Public in and for said County, personally appeared the said Louise Burghardt, also known as Louise C. Burghardt,

who acknowledged that she did sign and seal the foregoing instrument and that it is her free act and deed.

WITNESS my hand and official seal, the day and year aforesaid.

THIS INSTRUMENT PREPARED BY
THE EAST OHIO GAS COMPANY

Jacob I. Rosenbaum
JACOB I. ROSENBAUM, Notary Public
My Commission Expires June 17, 1958

Continued from page 428

Beginning at the Southeast corner of said lot 37;

Thence Northerly along the East line of said lot and the centerline of Northfield-Grandyville Road (C.R. 40) a distance of (756.74) feet to the true place of beginning of the line herein described; which beginning point is southerly a distance of (50.00) feet from the Northeast corner of a parcel of land conveyed to L. C. Burghardt by deed recorded in Vol. 2137, Page 60 of the Summit County Record of Deeds;

Thence S. 87° 30' E. a distance of (35.00) feet to a point;

Thence N. 82° 30' E. a distance of (115.18) feet to a point;

Thence S. 87° 30' E. on a line parallel to and a perpendicular distance of (30.00) feet Southerly from the Northerly line of said Burghardt parcel, a distance of (2,137.31) feet to a point;

Thence S. 77° 28' 40" E. a distance of (52.00) feet to a point;

Thence S. 67° 27' 20" E. a distance of (52.00) feet to a point;

Thence S. 57° 26' 00" E. a distance of (133.79) feet to a point;

Thence S. 67° 26' E. a distance of (50.00) feet to a point;

Thence S. 77° 26' E. a distance of (50.00) feet to a point;

Thence S. 87° 26' E. a distance of (50.00) feet to a point on the centerline of Boyden Road (T.H. 164), the westerly line of Lot 37, and the easterly line of said Burghardt parcel; which point is (49.44) feet Southerly from the Northwest corner of said Burghardt parcel.

Received Mar. 8, 1958 at 9:08 A.M.
 Recorded Mar. 11, 1958
 Recorder's fee \$ 1.40 Frank W. Kroeger
 Recorder

113968
 WARRANTY DEED—FROM A CORPORATION

Know all Men by these Presents

That THE S. A. HUNTERLY CONSTRUCTION COMPANY
 a corporation organized under the laws of the state of Ohio the grantor for the
 consideration of One Dollar and no/100 and other valuable consideration (\$1.00 ...)
 received to its full satisfaction of
 Arthur R. Hooverman and Suzanne Hooverman
 the GRANTEE do Give, Grant, Bargain, Sell and Convey unto the said Grantee ... their
 heirs and assigns, the following described premises, situated in the ... City ... of
 Cuyahoga Falls ... County of ... State of
 Ohio ... and known as being the East 32 feet, front
 and rear, of Lot Number Thirty-five (35) and all of Lot Number Thirty-six (36)
 in the Williams Allotment, as recorded in Plat Book 19, page 36 of Summit County,
 Ohio Records, be the same more or less but subject to conditions, restrictions,
 reservations and limitations of record, if any



3-16-73

7237

Form 426 (Rev. 9-18) (Enclosure) (100-100)
10 Mo. 582 511-0

687589

Parcel No.

KNOW ALL MEN BY THESE PRESENTS:

That I, Louise Burghardt (A.K.A. Louise C. Burghardt), a single person, claiming title by virtue of instruments recorded in Volume 4989, Page 554 and Volume 4993, Page 14 of the Summit County Deed Records,

the Grantor(s), for, and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to my full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantee, do(s) hereby grant unto Grantee, its successors and assigns, an easement and right of way, with the rights and privileges hereinafter set forth, for lines for the transmission and distribution of electric current, including telephone and telegraph, upon, over, under, and across the following described premises:

Situated in the Township of Sagamore Hills, County of Summit
and State of Ohio, being a part of O. L. 57.

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

A strip of land 50 feet wide, 25 feet on each side of a center line, which center line of right of way is described as follows:

The center line of said right of way begins on Grantor's premises at a point on the center line of an existing easement granted Ohio Edison Company by Bradford Burlin, et al, on October 3, 1937 as recorded in Volume 3496, Page 156 of the Summit County Deed Records, said point being located approximately 73 feet northerly from Grantor's southerly property line, said line being the south line of O. L. 57; thence from this point in a general westerly direction across Grantor's premises approximately 1,054 feet to a point on Grantor's westerly property line, said line being the center line of Boyden Road (T. R. 154), 60 feet wide, approximately 70 feet northerly from Grantor's southwest corner, said corner being the intersection of the center line of Boyden Road (T. R. 154), 60 feet wide, and the south line of O. L. 57.

Together with the rights to install the necessary guy wires, anchors and appurtenances required to support poles to be located at the following described locations:

- 1) Guy wires are to extend in a general easterly direction for a distance not to exceed 45 feet from a pole to be located on the north-south segment of Grantee's existing easement and approximately 10 feet southerly from the existing angle pole.
- 2) Guy wires are to extend in a general easterly direction for a distance not to exceed 25 feet from a pole to be located on the center line of right of way described above, said pole to be located approximately 283 feet easterly from Grantor's westerly property line, which is common with the center line of Boyden Road.

The above-described rights are shown on Ohio Edison Company Drawing No. TY-815-B, mentioned here for reference only, copies of which are on file with the Grantor and at the General Offices of Ohio Edison Company located in Akron, Ohio.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, relocate, repair, patrol and permanently maintain upon, over, under and along the above described right of way across said premises all necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with the transmission and distribution of electric current, including telephone and telegraph, and the right of reasonable ingress and egress upon, over and across said premises for access to and from said right of way, and the right to trim, cut, remove or control by any other means at any and all times such trees, limbs and underbrush within or adjacent to said right of way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

The Grantor(s) reserves the right to use the ground between said structures and beneath the said wires, provided that such use does not interfere with or obstruct the rights herein granted, and the Grantor(s) agree that no building, obstruction or impediment of any kind shall be placed within said right of way or between said structures or beneath said wires without prior written approval of the Grantee.

The Grantee will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by it on said premises or pay Grantor(s) for all damage to fences, gates, lanes, driveways, drains, ditches, crops and stock on said premises caused by the construction or maintenance of said lines.

VER 5417 PAGE 411

Book 5417 and Page 412 - Notes: No marginal notation - (image reflects page in volume - Bleed-through from previous page)

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances to said Grantee and to its successors and assigns forever; and the Grantor(s) represent that they are the lawful owners of said premises and have full power to convey the rights and easement herein granted, that the same are free and clear of all encumbrances and that they will warrant and defend the same against all lawful claims and demands whatsoever, except current taxes and assessments not yet due and payable, easements, restrictions and reservations of record, and zoning ordinances, if any,

and for valuable consideration the Grantor(s) do(es) each hereby remise, release and forever quit-claim unto Grantee, its successors and assigns, all their right and expectancy of dower in the above described right of way.

IN WITNESS WHEREOF, I have hereunto set my hand(s) as of the 31 day of MARCH, 1973

SIGNED IN THE PRESENCE OF
K. A. [Signature]
[Signature]

Louise Burghardt
Louise Burghardt
(A.K.A. Louise C. Burghardt)

This instrument was prepared by JAMES C. CARROLL Attorney at Law

STATE OF OHIO }
COUNTY OF WRIGHT } ss: Before me, a NOTARY PUBLIC, in and for said County and State, personally appeared
LOUISE BURGHARDT (SINGLE)

who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Northfield Ohio this 31 day of MARCH, 1973

[Signature]
Notary Public
JACOB L. RUTENFRANZ, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

63-75643
Y521015
Easement No. 1

EASEMENT

from

Louise C. Burghardt

CHIO EDISON COMPANY

MAY 11 1973
8:31
[Signature]

MAY 11 1973
[Signature]

Form 95 (Rev. 1-22) (Legal)

97118

Parcel No. 3-43 H

KNOW ALL MEN BY THESE PRESENTS:

That Louise C. Burghardt, a single woman, having acquired title by instrument recorded in Vol. 2137, Page 60, Summit County Record of Deeds,

the Grantees, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantee, do hereby grant unto Grantee, its successors and assigns, an easement and right-of-way, with the rights and privileges hereinafter set forth, for lines for the transmission and distribution of electric current, including telephone and telegraph, upon, over, under, and across the following described premises:

Situated in the Township of Sagamore Hills, County of Summit
and State of Ohio, being part of Lot 57.

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

A strip of land 50 feet wide, 25 feet on the northwesterly side and 25 feet on the southeasterly side of a center line, the center line of right-of-way is described as follows:

The center line of said right-of-way enters Grantors premises from the land of C. McKinnis at a point on said Grantors lower southerly property line; approximately 44 feet westerly from the southeast corner, which is in the center of Brandywine Road; thence from this point in a general northeasterly direction across Grantors premises approximately 50 feet to a point on Grantors easterly property line, which is in the center of Brandywine Road, approximately 25 feet northerly from the southeast corner.

Also the right to install a guy pole and necessary anchors and appurtenances along and outside of the westerly limits of said Brandywine Road.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, repair, patrol and permanently maintain upon, over, under and along the above described right-of-way across said premises, all necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with the transmission and distribution of electric current, including telephones and telegraph and the right of ingress and egress upon, over and across said premises for access to and from said right-of-way, and the right to trim, cut, remove or otherwise control at any and all times such trees, limbs, underbrush or other obstructions within or adjacent to said right-of-way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

The Grantee reserves the right to use the ground between said structures and beneath said wires; provided that such use does not interfere with or obstruct the rights herein granted, and the Grantee agrees that no building, obstruction or impediment of any kind shall be placed within said right-of-way or between said structures or beneath said wires without prior written approval of the Grantee.

The Grantee will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by it on said premises or pay Grantors for all damage to fences, gates, lanes, driveways, drains, ditches, crops and stock on said premises caused by the construction or maintenance of said lines.

TO HAVE AND TO HOLD the said easement, rights and right-of-way and its appurtenances to said Grantee, and to its successors and assigns, forever, and the Grantors represent that they are the owners of the premises herein described and that the same are free and clear from all encumbrances, except:

and for valuable consideration the Grantors do each hereby remise, release and forever quitclaim unto Grantee, its successors and assigns, all their right and expectancy of dower in the above described right-of-way.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 29th day of August, 1957
SIGNED IN THE PRESENCE OF:

Harry J. Miller Louise C. Burghardt
Frank J. Burghardt

This instrument prepared by George T. Kordesch, 424.

STATE OF OHIO,
COUNTY OF Cuyahoga

} SS:

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

Louise C. Burghardt

who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Cleveland, Ohio this 29th day of August, 1957

Jacob I. Rosenburg
JACOB I. ROSENBERG, Notary Public
My Commission Expires 1-1-58

INDEXED

97418

Easement No. _____ Parcel No. _____

EASEMENT

from

Louise C. Burghardt

OHIO EDISON COMPANY

RECEIVED FOR RECORD
SEP 12 1957

As 9:54 AM

Recorded SEP 16 1957

Frank J. Burghardt

Notary Public

Summit County, Ohio

1-1-58

VOL 3492 247

88-FJ113-MA/WJP

FORM 127 (REV. 6-87) Deed/Deed of Conveyance
10 NO. 5801954

KNOW ALL MEN BY THESE PRESENTS:

That JIM D. AND LISA L. CHARBONNEAU, HUSBAND AND WIFE

the Grantor(s), claiming title by virtue of instrument recorded in Volume 111
Page 995 of the Summit County Official County Records, for and in consideration of their

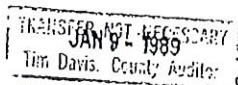
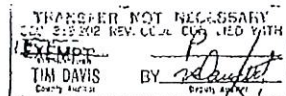
the sum of One Dollar (\$1.00) and other valuable considerations received to full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantee, do(es) hereby grant unto Grantee, its successors and assigns, an easement and right of way, together with the rights and privileges hereinafter set forth, for lines for the distribution of electric current, including communication facilities, upon, over and across the following described premises:

(formerly known as Northfield Twp.)

Situated in the City/Township of Sagamore Hills, County of Summit
State of Ohio, and being a part of Original Lot 57:

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

With the right to install overhead distribution pole line facilities upon the lands of Grantors, said facilities to enter upon lands of Grantors at a point being Grantors' Easterly property line, which is also the centerline of BRANDYWINE ROAD, said point being located ninety-five (95.00±) feet northerly of Grantors' Southerly property line in common with the northerly line of lands now owned or formerly owned by H. and R. ETCHELL; thence from this point said facilities to be extended in a westerly direction, a distance of fifty-six (56.00±) feet to a point in order to provide overhead electric distribution facilities upon the lands of Grantors.



The easement and rights herein granted shall include the right to erect, inspect, operate, replace, relocate, remove, repair, patrol and permanently maintain upon, over, under and along the above described right of way across said premises all necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with the distribution of electric current, including communication facilities, and the right of reasonable ingress and egress upon, over and across said premises for access to and from said right of way, and the right to trim, cut, remove or control by any other means at any and all times such trees, limbs and underbrush within or adjacent to said right of way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

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

GS-8-1 N.N.T

OR 187-739

OR 187- 740

IN WITNESS WHEREOF, JIM D. and LISA L. CHARBONNEAU ~~they~~ have
executed this easement this 21st day of November, 1988.

SIGNED IN THE PRESENCE OF:

Peter H. Schlicher
Witness

Pamela A. Murphy
Witness

James D. Charbonneau
Fee Owner

Lisa L. Charbonneau
Fee Owner

This instrument
was prepared by
FRANCES MCGOVERN
Attorney at Law

STATE OF OHIO

COUNTY OF Summit

SS:

The foregoing instrument was acknowledged before me this 21st day of November, 1988

by James D. Charbonneau and Lisa L. Charbonneau, Grantor(s).
husband and wife

SEAL

Pamela A. Murphy
Notary Public

PAMELA A. MURPHY, Notary
Residence Co. - Summit
State of Ohio
My Commission Exp. Oct. 19, 1990

THIS SPACE RESERVED FOR
RECORDER'S STAMP

R. 181 PG. 728-740

OR 187- 738

MAIL TO:

473399

COUNTY OF SUMMIT
RECEIVED & RECORDED

89 JAN 25 AM 9:51

RALPH JAMES - RECORDER

FEE \$/0.00

OHIO EDISON COMPANY
70 S. MAIN ST., AURORA, OHIO 44202
c/o DON KREMER - FAIRLAWN

DOCUMENT NUMBER

OFFICIAL RECORD
(DO NOT REMOVE FROM RECORD)

89795

PIPELINE RIGHT OF WAY

FOR AND IN CONSIDERATION OF ONE DOLLAR in hand paid, the receipt of which is hereby acknowledged, and the further consideration of (\$5.00-----) -----Five Dollars-----, per lineal rod for each rod of pipe laid, PAUL RAIBER, Trustee U/A dated 3/15/82 with LOUISE BURGHARDT of 278 Meadowview Road, Sagamore Hills, Ohio 44067 herein called the "Grantor" hereby grant unto K. S. T. OIL & GAS CO., INC., of 4350 Allen Road, Stow, Ohio 44224, herein called the "Grantee", its successors or assigns, the right of way to lay, maintain, operate, replace, relocate and remove a pipeline, with drips, valves and other necessary appurtenances thereto, on, over and through the following described land, situated in Section and/or Lot 57 Township of Sagamore Hills, County of Summit and State of Ohio, and bounded as follows:

On the NORTH: Hrovat Sub. Div. No. 2 and No. 1; East Ohio Gas

On the EAST: Sagamore Hills-Northfield Twp. line, (Brandywine Rd.); East Ohio Gas

On the SOUTH: McNeil Dev. Inc. and Small Tracts

On the WEST: Boyden Road and East Ohio Gas

with ingress and egress to and from the same. The Grantor shall fully use and enjoy the said premises except for the purposes herein granted to the Grantee. All pipelines installed shall be buried a minimum depth of 24". Prior to the commencement of operations, Grantor shall have the right to approve in writing the location of the pipeline. All approvals shall not be unreasonably withheld.

Grantee shall restore the land disturbed as closely as possible to its original condition. Grantee agrees to pay any damages which might arise to growing crops, tiles, fences and other appurtenances from the exercise of any of the rights herein granted to it; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser.

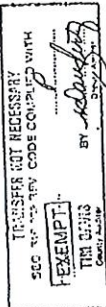
All payments due hereunder shall be paid or tendered to Grantor by check made payable to the order of and mailed Direct to Grantor who is hereby authorized to receive and receipt for same.

All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Grantor hereby warrants and agrees to defend the title to the lands herein described.

There shall not be any pipeline compressor station or pipeline compressor pumps installed in this Pipeline Right-Of-Way.

SEE EXHIBIT 4 ATTACHED HERETO AND MADE A PART HEREOF. FR

VOL 6667 PAGE 769



This Pipeline Right-Of-Way shall be utilized by Grantee only in the event that a well is drilled under Oil and Gas Lease of even date herewith covering same property.

It is mutually agreed that this instrument contains and expresses all of the agreements and understanding of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.

IN WITNESS WHEREOF, the undersigned have executed this instrument this

6th day of October, 1982.

Signed and Acknowledged
in the presence of:

Marlin L. Wilcox

Ann E. Fagan

Paul Raimor, Trustee
PAUL RAIMER, Trustee U/A dated 3/15/82
Social Security # 34-6803830

Social Security # _____

STATE OF OHIO)

COUNTY OF Summit)

ss:

INDIVIDUAL

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named PAUL RAIMER, Trustee U/A dated 3/15/82 with LOUISE BURGHARDT who acknowledged to me that he did execute the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at SAGAMORE Hills, this 6th day of October, 1982.
My Commission Expires: July 3, 1987

Marlin L. Wilcox
Notary Public for State of Ohio
My commission expires July 3, 1987.

Marlin L. Wilcox
Notary Public
MARLIN L. WILCOX

STATE OF OHIO)

COUNTY OF)

ss:

CORPORATION

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____ and _____ the _____ President and _____ Secretary, respectively, of _____, the above named Corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority to do so duly conferred on them by the Board of Directors of said Corporation, and that the same is the free act and deed of said Corporation, and of themselves as such officers for the purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____ this _____ day of _____, 1982.
My Commission Expires: _____

Notary Public

This Right-of-Way prepared by: K. S. T. Oil & Gas Co., Inc., of Stow, Ohio

EXHIBIT "A"

This Exhibit "A" is attached to and made part of that certain Pipeline Right-Of-Way dated this 6th day of October, 1982, by and between Paul Raimor, Trustee U/A dated 3/15/82 with Louise Burghardt 278 Meadowview Road Sagamore Hills, Ohio 44067 hereinafter referred to as "Grantor" and K.S.T. OIL & GAS CO., INC. of 4350 Allen Road, Stow, Ohio 44224, hereinafter referred to as "Grantee", said Exhibit "A" covers 46 acres of land, more or less, situated in Section/Lot 57 of Sagamore Hills Township, Summit County, Ohio.

In the event that Grantee abandons the entire pipeline located on the premises, Grantee shall remove said pipeline, restore the land to its original contours within a reasonable time after removal, and release the within Pipeline Right of Way of record. For the purposes of this Exhibit "A", the entire pipeline located on the premises shall be deemed "abandoned" if the Grantee fails to transport natural gas through any portion of the pipeline located on the premises or the entire pipeline fails to contain any quantity of natural gas for any consecutive twelve (12) month period. Furthermore, the entire pipeline shall be deemed "abandoned" in accordance with the above definition only if the failure to transport natural gas or the failure to inject natural gas into said pipeline are not the result of events beyond the control of Grantee.

In the event that Grantee is unable to transport natural gas through the pipeline located on the leased premises, or inject natural gas into said pipeline by reason of force majeure including but not limited to acts of God, strikes, riots and governmental restrictions including but not limited to restrictions on the use of roads, the shutting in of a well or wells under the order of any regulatory agency or the search for a new natural gas sales market by Grantee, this Pipeline Right of Way shall nevertheless remain in full force and effect until Grantee can transport natural gas through the pipeline or inject natural gas into the pipeline; or for a period of thirty-six (36) months from the date of termination of the event or events described in this paragraph, or thirty-six (36) months from the date that search begins for a new market if that is the reason the Grantor is unable to transport natural gas through the pipeline or inject natural gas into the pipeline, whichever period of time is shorter.

In the event Grantee is required to remove the pipeline, the pipe, meters, drips, valves and other equipment shall remain the sole property of Grantee.

89795

Raimor (Trustee)
Burghardt

K.S.T. Oil & Gas Co.

TRANSMITTED NOT NECESSARY
OCT 21 1982
TIM DAVIS, County Auditor

RECORDED FOR RECORD
OCT 21 1982
RECORDED OCT 21 1982
RECORDED OCT 21 1982
6667-771
Olga J. James
SUMMIT COUNTY RECORDER

VOL 6667 PAGE 771

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O.R. _____ PG 355-358

OFFICE OF THE
CLERK OF SUPERIOR COURT
OLIVED & RECORDED

95/MS 23 ANID: 58

RALPH JAMES - RECORDER

FEE \$18.00

MAIL TO:

[Handwritten mark]

DOCUMENT NUMBER

OFFICIAL RECORD
(DO NOT REMOVE FROM RECORD
(PAGE 1 OF RECORD)

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Oil & Gas LeaseThis lease, made this 14 day of JUNE 1975, by and between

JAMES D. + LISA R. CARBONNEAU (husband + wife)
 hereinafter called Lessor, (whether one or more), whose mailing address is
9106 BRANDY NINE RD. SAGAMORE HILLS, OHIO
 and Black Gold Exploration Inc., 2697 Eddy Road, Westlar, Ohio 44691 hereinafter called Lessee, do witness:

1. Lessor, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged and of the covenants and agreements herein contained, does hereby grant unto Lessee all of the oil and gas and the constituents of either, in and under the lands hereinafter described, together with the exclusive right to drill and operate for, produce and market oil and gas and their constituents from the lands leased hereunder, and to transport by pipeline or otherwise across and through said lands oil, gas and their constituents from the subject and other lands, regardless of the source of such gas or the location of the wells, the right to build and install such tanks, equipment and structures ancillary thereto to carry on operations for oil and gas, together with the right to enter thereon at all times and to occupy, possess and use so much of said premises as is necessary for all purposes described herein.

2. This lease covers the premises situated in Section(s) 57, SAGAMORE Township, SUMMIT County, OHIO State, containing 15 acres, more or less, being all of the land owned by Lessor in said township or adjoining said tract, bounded substantially now or formerly as follows:

On the North by lands of SMALL TRACTS
 On the South by lands of SMALL TRACTS
 On the East by lands of SMALL TRACTS
 On the West by lands of SMALL TRACTS

3. This lease shall remain in force for a primary term of 2 year(s) and so long thereafter as operations described above are being conducted on the premises, or oil or gas is produced or is capable of being produced from the premises. This lease shall continue in full force so long as there is a well or wells on the leased premises capable of producing oil or gas, but in the event all such wells are shut in and not producing for any reason beyond the reasonable control of Lessee for a continuous period of six months, then, thereafter, Lessee shall pay to Lessor an advance on royalties of One Hundred Dollars for each month following the end of said six month period during which all such wells are shut in, which payments may be made by Lessee monthly, quarterly, or annually.

4. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor; and (b) on gas of whatsoever nature or kind produced and sold, one-eighth of the highest proceeds realized by Lessee from the sale thereof. The royalties shall be paid by Lessee within twenty days after Lessee receives payment therefor. There and all other payments due under this lease shall be made by cash or check and shall be deemed tendered when either delivered to Lessor or any of them or mailed to Lessor or any of them at the above address.

5. If operations for a well are not commenced on said land within 12 months of the date of this lease, this lease shall terminate as to both parties under the Lessee or its assigns, on or before that date, shall pay or tender to Lessor or his successors or assigns, the sum of 100 dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. Lessee will pay said rental quarterly or annually. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the abandonment or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted. This lease shall not terminate for failure to pay rental for any period or for any part of the lease until and unless Lessor gives Lessee written notice by certified mail of the failure to pay such rental and said rental is not paid within ten days of the receipt of said notice by Lessee.

6. If Lessor owns a lesser interest in the above described land than the whole and undivided fee simple estate therein, then the payments provided for herein shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

6A. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form an oil and gas development unit of not more than 160 acres, or such larger unit as may be required by state law or regulation thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty hereinafter provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil and gas lease setting forth the lands or portions thereof consolidated the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinafter set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinafter provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

7. Lessor may lay a line, at Lessor's own risk and expense to any or all gas wells on the leased premises and may take 100,000 Ft³ per year per well of gas produced from said well free of cost for use on said leased premises. Such service shall be subject to Lessee's right of abandonment of any and all wells on the leased premises. All gas taken shall be metered (Lessor shall provide one meter) and Lessor shall pay for all excess gas taken at wellhead price. Lessor shall be provided access to gas at all times except for a mechanical breakdown. Lessee cannot guarantee quantity nor quality of said gas. Lessee shall not be liable for use of said gas by Lessor.

8. Lessee shall obtain the approval of Lessor, or any one of them, or their agent, for all drill site locations, tanks, access roads, and pipelines on lands owned by Lessor, which approval shall not be unreasonably withheld, before construction starts. Lessee shall bury pipelines below 36 inches in depth and shall pay for all damage caused by its operations on said land. It is agreed that the Lessee shall restore the drill site, remove all foreign matter, restore the ground to its original contour as nearly as possible and seed the drill site so as to prevent erosion and pollution. Restoration shall be completed as soon as possible following completion of the well, weather permitting. Lessee shall repair all damage caused by its operations to roads used for access and ingress, all above ground equipment is to be painted by Lessee, and all production areas are to be kept free of brush and trash by Lessee. Lessee shall have the right to use free of cost gas, oil and water found on said land for its operations thereon, except water from wells at Lessor. Lessee shall have the right, at any time, within six months after the expiration of this lease, to remove all machinery, fixtures and any other structures or improvements placed on said land by Lessee, including the right to drain and remove all casing. Such six month period shall not begin to run until Lessor has notified Lessee in writing that Lessor deems the lease to have expired.

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9. Prior to drilling, the rights of either party hereunder may be assigned, in whole or in part, without the written approval of Lessor. No change or division of ownership of Lessor's interest in this lease shall operate to change the obligations or diminish the rights of Lessor. No change in ownership of the land or any part thereof shall be binding on Lessor until Lessor has received notice and has been furnished with the written transfer of a certified copy thereof. If the leased premises are hereafter owned in severalty or in severalty (trusts), the premises, nevertheless, shall be developed and operated as an entirety, and all payments due under this lease shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased acreage.

10. Lessor hereby warrants ownership of the whole and undivided fee simple estate in, and agreed to defend the title to, the land herein described and agrees that Lessor, at its option, may pay and discharge any taxes, mortgages or other liens existing, levied, or assessed on or against the said lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself from any payments due hereunder.

11. The terms and conditions of this lease shall be subject to governmental rules and regulations, and this lease shall not be terminated, in whole or in part, nor shall Lessor be held liable for damages for failure to comply herewith, if compliance is prevented by, or such failure is the result of, any such law, rules or regulations. Lessor grants Lessor the authority to negotiate any disputes with governmental agencies relating to this lease or production therefrom, provided full disclosure and approval is obtained from Lessor before compromise and/or settlement.

12. Lessee may, at any time, surrender this lease of the above described lands from the coverage of this lease by delivering or making a release thereof to Lessor, and by placing a release of record in the proper county. After a partial surrender, the rental payments specified above shall be proportionately reduced on an acreage basis. Unless the release instrument expressly provides to the contrary, upon the surrender of this lease or the termination or expiration of the term of this lease, Lessee shall nevertheless maintain all rights to use the lessee premises for the transportation of oil and gas or their constituents from the lands leased hereunder and other lands for so long as the existing pipelines are used by Lessee; provided, however, that Lessee may not lay additional pipelines on the leased premises after the date of said surrender, termination or expiration.

13. This lease and all its terms, conditions and stipulations shall extend to and be binding on all heirs, successors and assigns of Lessor or Lessee. This lease contains all of the agreements and understandings of Lessor and Lessee respecting the subject matter hereof and no implied covenants or obligations, or verbal representations or promises, have been made or relied upon the Lessor or Lessee supplementing or modifying this lease or as an inducement thereto.

14. In the event Lessee elects to plug and abandon any productive well drilled under this lease, Lessee shall, prior to plugging and abandonment, give to Lessor the first right to purchase any such well and equipment. The price shall be the average price, less plugging costs, of three bidded approaches, one selected by Lessee, one by Lessor, and one by the two appraisers so chosen. Lessor shall accept this offer within thirty (30) days after receipt of offer from Lessee or forfeit same.

15. Lessee covenants and agrees to indemnify and save Lessor harmless from any cost, loss, or damage, which may occur or be claimed with respect to any person, persons, property or to the premises or resulting from any act done or omission by or through Lessee, his agent, servants, use, tenants, or persons of, or conduct of his business upon the leasedhold premises.

SEE EXHIBIT 'A'

IN WITNESS WHEREOF, THIS UNDERSIGNED HAVE EXECUTED THIS INSTRUMENT ON THE DATE APPEARING ABOVE.

Signed and acknowledged
in the presence of:

Dale Schibly
David J. Rodriguez

James D. Liska
James D. Liska

STATE OF OHIO

Doc. Rec. Number

COUNTY OF SUMMIT 881

Before me, a Notary Public, in and for said county and state, personally appeared the above named JAMES D. Liska who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed. In testimony whereof, I have hereunto subscribed my name at Northfield, OH this 24 day of JUNE, 1995.

Dale Schibly
Notary Public, State of Ohio
My Commission Expires March 31, 1999

STATE OF OHIO

COUNTY OF

881

Before me, a Notary Public, in and for said county and state, personally appeared the above named _____ who acknowledged that he did sign the foregoing instrument and that the same is _____ free act and deed. In testimony whereof, I have hereunto subscribed my name at _____ this _____ day of _____, 19____.

This instrument prepared by
Black Gold Exploration Inc.
2047 Eddy Road
Wooster, Ohio 44691

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EXHIBIT A - ADDENDUM TO OIL & GAS LEASE

1. Lessor and Lessee shall mutually agree in the selection of all well sites, access roads, tank batteries and router of pipelines. Such an agreement not to be unreasonably withheld.
2. Lessee agrees to restore Lessor's land to as near original contour as possible; except for trees, timber shall be stacked for Lessor's use.
3. Lessee shall pay for all damages caused by Lessee's operations on said land, whether to Lessor, Lessor's real property or personal property, or to other persons or property.
4. Lessee agrees not to use Lessor's land for gas storage.
5. Lessee shall be liable for any positive damage to water wells.
6. The Lessee acknowledged there shall be compliance with all provisions of Chapter 1509 of the Ohio Revised Code and all administrative rules promulgated thereunder and contained within the Ohio Administrative Code. Said statutes and administrative rules deemed incorporated herein by reference.
7. Topsoil shall be removed to separate piles and replaced after initial reclaim of drillsite.
8. Wellhead and tank battery shall be fenced with 6' chainlink fencing.
9. Access roads shall have gates when requested by Lessor.
10. Lessee agrees to supply & install 1" PLASTIC LINE TO OUTSIDE WALL OF LESSOR'S HOUSE (FROM TANK BATTERY, WELL OR SINK LINE)
11. WELL SHALL BE LOCATED ON LESSOR'S PROPERTY.
12. IF LESSOR WANTS WOOD FENCE AROUND WELL & TANK BATTERY, LESSEE SHALL PAY COST OF SAID FENCE UP TO THE AMOUNT NORMALLY REQUIRED TO PROVIDE CHAIN LINK FENCE, LESSOR WOULD BE RESPONSIBLE FOR ANY ADDITIONAL COST.
13. ACCESS FOR WEBSITE & TANK BATTERY SHALL BE FROM RODRIGUEZ PROPERTY ON SUNDEN RD. TANK BATTERY SHALL BE LOCATED ON RODRIGUEZ. The addendum shall be incorporated in and be a part of said lease and specific items hereinbefore listed in the addendum shall supercede any language or covenants to the contrary that may be found in the standard forms of lease to which it is attached.

IN WITNESS WHEREOF WE SIGN:

[Signature] *[Signature]*
[Signature] *[Signature]*
DAVID RODRIGUEZ *[Signature]*

14. LESSOR SHALL RECEIVE 50% OF LANDOWNER ROYALTIES FROM WELL DRILLED ON LESSOR'S PROPERTY OF WHICH THIS LEASE IS A PART OF.

SUMMIT COUNTY COURT OF COMMON PLEAS, PROBATE DIVISION

Case Number 2000 ML 03761

BRIDE

ON THE DATE SHOWN BELOW, THE UNDERSIGNED MAKE APPLICATION FOR A MARRIAGE LICENSE AND STATE UPON OATH AS FOLLOWS: THAT THE PARTIES ARE NOT NEARER OF KIN THAN SECOND COUSINS; THAT NEITHER APPLICANT IS UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR CONTROLLED SUBSTANCE OR IS INFECTED WITH SYPHILIS IN A FORM THAT IS COMMUNICABLE OR LIKELY TO BECOME COMMUNICABLE; THAT IF THE APPLICANT IS UNDER 18 YEARS OF AGE, MARRIAGE COUNSELING HAS BEEN RECEIVED. THE UNDERSIGNED, FURTHER SAY THAT THEIR RESPECTIVE STATEMENTS IN THE FOREGOING APPLICATION ARE TRUE, AND UNDERSTAND THAT KNOWINGLY MAKING A FALSE STATEMENT HEREIN IS A VIOLATION OF R.C. 2921.13 (A) (12).

MALE		FEMALE	2
Previously married	0	Previously married	
PREVIOUS SPOUSE:		PREVIOUS SPOUSE:	Wade Andrew Christian III
STATE OF DIVORCE:		STATE OF DIVORCE:	Ohio
COUNTY OF DIVORCE:		COUNTY OF DIVORCE:	Summit
DECREE NUMBER:		DECREE NUMBER:	92-05-118
DECREE DATE:		DECREE DATE:	06/24/1992
MINOR CHILDREN:		MINOR CHILDREN:	Amanda, Becky

APPLICANTS SIGNATURES

X Robert C. Mottin

X _____

Parent's Signature (if required)

X Janette E. Clark

X _____

Parent's Signature (if required)

W. F. Spicer, Probate Judge

Betty A. Mull
DEPUTY CLERK SIGNATURE

MARRIAGE LICENSE CERTIFICATE

I DO HEREBY CERTIFY, That on the 1st day of December, A.D. 2000, I solemnized the Marriage of

Robert Craig Molter with Jeannette Elizabeth Christian

Filed and Recorded December 7, 2000

W. F. SPICER, Probate Judge

Name: Robert Maxson

Title: Judge

Mailing Address: 217 South High Street

City, State, Zip: Akron, Ohio 44308

Case Number 2000 ML 03761