

**SCHEDULE SHEET**

SEARCH REPORT PROVIDED BY: ACCURATE ABSTRACTING

ORDER# DEERFIELD BUYERS Sarah A Riggs

COUNTY Stark

SEARCH EFFECTIVE AS OF: 02/19/2020

SEARCH TYPE Comm

PROPERTY ADDRESS: Deerfield Avenue NW

SEARCH FEE \$150

LEGAL DESCRIPTION: OI 908, OL 910, OL 911 & OI 912 City of Massillon

TITLE VESTED IN: City of Massillon

DEED(S) ACQUIRED BY INSTRUMENT #: 1995055122 (CML)  
LEGAL DESC OK FOR TRANSFER

- |   |           |
|---|-----------|
| 1. <u>Resv Vol 183, Pg 325</u>          | 21. _____ |
| 2. <u>Resv Vol 371, Pg 342</u>          | 22. _____ |
| 3. <u>Lease Vol 96, Pg 99</u>           | 23. _____ |
| 4. <u>Assumpt Lease Vol 133, Pg 669</u> | 24. _____ |
| 5. <u>Lease OR Vol 80, Pg 744</u>       | 25. _____ |
| 6. <u>Aff OR Vol 81, Pg 283</u>         | 26. _____ |
| 7. <u>Resv Or Vol 998, Pg 464</u>       | 27. _____ |
| 8. <u>Resv 1995055122</u>               | 28. _____ |
| 9. <u>Ded Plat Book 69, Pg 88</u>       | 29. _____ |
| 10. <u>Esmt 201507240028694</u>         | 30. _____ |
| 11. _____                               | 31. _____ |
| 12. _____                               | 32. _____ |
| 13. _____                               | 33. _____ |
| 14. _____                               | 34. _____ |
| 15. _____                               | 35. _____ |
| 16. _____                               | 36. _____ |
| 17. _____                               | 37. _____ |
| 18. _____                               | 38. _____ |
| 19. _____                               | 39. _____ |
| 20. _____                               | 40. _____ |

TAXES DUE FOR TAX YEAR 2019  
1<sup>ST</sup> ½ DUE ON 03/04/2020 ARE: \$ 3.00 Pd N  
2<sup>ND</sup> ½ DUE ON 07/2020 ARE: \$ 3.00 Pd N  
  
TOTAL DUE \$ 3.00

PARCEL NUMBER(S) 580013  
  
SPECIAL ASSESSMENTS: \_\_\_\_\_  
48850 MUSKINGUM WSD \$3.00  
\_\_\_\_\_  
\_\_\_\_\_

39

95055122

INDEX	/
DESCRIPTION	
CROSS REF	

**QUITCLAIM DEED**  
No. 082995

**THIS INDENTURE**, made the 29th day of August year of our Lord One Thousand Nine Hundred and Ninety-five (A.D.).

**BETWEEN WHEELING & LAKE ERIE RAILWAY COMPANY**, a Corporation of the State of Delaware, having an office at 100 East First Street, Brewster, OH 44613, hereinafter referred to as the GRANTOR, and **CITY OF MASSILLON**, a Municipal Corporation having a tax mailing address of One James Duncan Plaza., Massillon, Ohio 44646, hereinafter referred to as the GRANTEE;

**WITNESSETH:** That the said GRANTOR, for and in consideration of the sum of Sixty One Thousand Seven Hundred Sixty Seven and No/100 (\$61,767.00) Dollars lawful money of the United States of America, unto it well and truly paid by the said GRANTEE, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and other good and lawful consideration, has granted, remised, released and quitclaimed and by these presents does remise, release and quitclaim unto the said GRANTEE, the successors and assigns of the said GRANTEE, all right, title and interest of the said GRANTOR of, in and to:

**ALL THAT CERTAIN PIECE OR PARCEL** of land located in the City of Massillon, County of Stark and the State of Ohio and as further described in attached Exhibit "A" (the "Premises")

**TOGETHER** with the improvements, bridges, tunnels, tracks and all the appurtenances thereon, **EXCEPTING AND RESERVING** and **UNDER** and **SUBJECT** as herein further provided.

**EXCEPTING** and **RESERVING**, thereout and therefrom and unto the said GRANTOR, all right, title and interest in and to any existing railroad crossings of GRANTOR (excluding, however, public highway, street or road crossings) and their appurtenances which may be above, below or at grade with the line of railroad herein conveyed; and together with the right of ingress and egress and the right to use, maintain, repair, renew, replace, remove and operate on, above, or under such railroad crossings.

**UNDER AND SUBJECT**, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, (3) any easements or agreements of record or otherwise affecting the Premises, (4) to the state of facts which a personal inspection or accurate survey would disclose, and (5) to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

**THIS INSTRUMENT** is executed and delivered by GRANTOR, and is accepted by GRANTEE, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the premises and be binding upon, and inure to the benefit of, the respective legal representatives, successors and assigns of GRANTOR and GRANTEE. GRANTEE hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of Ohio now or hereafter in force with respect to the covenants set forth below.

(1) That GRANTOR shall not be liable or obligated to construct or maintain any fence between the premises hereinbefore described and land of GRANTOR adjoining the same; nor shall GRANTOR be liable or obligated to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof; and GRANTEE hereby forever releases GRANTOR from any liability for any compensation for any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

"SPLIT" 06-99083  
 06-27 3.81A, TRS  
 9810 WKH  
 COMBINE TRS WITH 06-99084, 06-99109, 06-99085  
 + ADD TO 06-27 3.81A, 06-102 3.50A, 9263, 9266, 9272,  
 9287, 9810, 14326 WKH CA

11/16/95  
DK

72-99021 74-99003  
72-99026 TRS ALL  
74-99002

72-99015 72-99018  
72-99016 72-99019  
72-99017 72-99020

13092

(2) GRANTEE shall indemnify and defend GRANTOR against, and hold GRANTOR harmless from all claims, actions, proceedings, judgments and awards, for death, injury, loss, or damage to any person or property, brought by any person, firm, corporation, or governmental entity, caused by, resulting to, arising from, or in connection with, the active or passive effects or existence of any physical substance of any nature or character, on, under, or in the premises, water, air, structures, fixtures, or personal property comprising the premises hereinbefore described, from and after the date of delivery of this Deed.

(3) In the event the tracks or lands of GRANTOR are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over said railroad in the vicinity of the Premises hereinbefore described are changed so that they shall pass overhead or underneath the said tracks or land, or in the event any grade crossing is vacated and closed, GRANTEE, as owner of the land hereinbefore described, forever releases GRANTOR from all liability for any loss or damages, direct or consequential, caused by or arising from the separation or change of grades of said railroad and/or said streets, avenues, roads, lanes, highways or alleys or from the vacating and closing of any grade crossings.

(4) No right or means of ingress, egress or passageway to or from the Premises is hereby granted, expressly or by implication, and GRANTOR shall not be liable or obliged to provide or obtain for GRANTEE such means of ingress, egress or passageway.

(5) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the GRANTOR herein.

(6) GRANTOR and GRANTEE recognize that some regulatory bodies have jurisdiction over GRANTOR but may not have jurisdiction of GRANTEE as to bridges or roadway-railroad at grade, above grade or below grade crossings (public and private) on or about the land hereinbefore described and that orders and decisions of such bodies regarding such matters may direct GRANTOR to take certain actions with reference thereto, GRANTEE, for itself and for its successors and assigns, and by the acceptance of this Deed, does hereby accept and will diligently comply with and complete any and all obligations and responsibilities accruing or taking effect on or after the date of this Deed for removal (including, without limitation, with respect to bridges carrying a roadway over the property to be conveyed, the placement of fill and the construction of a roadway and appurtenances thereon), abolition, restoration, repair, reconstruction and/or rehabilitation of any and all bridges and roadway-railroad at grade, above grade or below grade crossings (public and private) and their appurtenances that may be located on the land hereinbefore described, whether directed to or against GRANTOR or otherwise, and GRANTEE shall indemnify, defend and save harmless GRANTOR and its subsidiaries and its and their directors, officers, agents and employees in connection therewith. GRANTEE further agrees that if in the sole reasonable judgment of GRANTOR, GRANTEE will not be able to complete any such obligations and responsibilities imposed on GRANTOR within the time frame specified in orders and decisions of such bodies, or if GRANTEE fails or refuses to meet such obligations and responsibilities, GRANTOR, at its option, may, without obtaining further permission from GRANTEE, enter upon the property and take all reasonable steps to complete the project in accordance with such orders and decisions and GRANTEE further hereby agrees to reimburse GRANTOR promptly for all costs incurred by GRANTOR in connection therewith. Notwithstanding anything to the contrary herein, however, GRANTEE shall have the right to appeal or to require GRANTOR to appeal or to otherwise seek reversal or modification of any such orders and decision. GRANTEE shall promptly reimburse GRANTOR for GRANTOR's costs and expenses reasonably incurred in connection with any such proceeding. GRANTOR shall cooperate fully with GRANTEE in pursuing any such proceeding.

(7) GRANTOR and GRANTEE do not contemplate that GRANTOR shall (a) operate its trains, cars and engines to or on the Premises hereinbefore described (or any portion thereof), (b) interchange traffic with GRANTEE or its successors or assigns, (c) participate in any rail rate relationship with GRANTEE, (d) establish or maintain a track connection with GRANTEE, or (e) provide cars or car service to GRANTEE. If GRANTEE hereafter desires that

GRANTOR do any of the foregoing, the GRANTOR and GRANTEE agree that such activities shall be conducted only on such terms and conditions as GRANTOR and GRANTEE hereto may hereafter mutually agree upon in writing. GRANTOR and GRANTEE further agree that in respect to the matters referred to in items (a) through (e), above, GRANTOR shall not be called upon, or required, by GRANTEE to accept obligations in excess of those expressly assumed by GRANTOR except by written agreement between GRANTOR and GRANTEE hereto.

(8) GRANTOR shall not be liable or obligated to provide for or supply directly or indirectly, for money or otherwise, any type of utility service to GRANTEE, even if the Premises are supplied utility service or services from or through GRANTOR owned or GRANTOR retained utility service facilities at the time said Premises are conveyed to GRANTEE; and that if GRANTOR at its sole discretion elects to provide any utility service or services for money or otherwise to said Premises during the period during which GRANTEE is arranging at GRANTEE's own expense for provision of utility service or services direct from public utilities, GRANTEE shall have no continuing right to use such service or expectation that GRANTOR must continue to provide it. It is further understood that GRANTEE's use of any utilities that are supplied through GRANTOR's utilities or billed to GRANTOR by any public utility for GRANTEE's use shall be at the sole cost and expense of GRANTEE and if GRANTEE fails to relocate or arrange for a separation of utility services, GRANTOR may arrange for a separation of the utility services at GRANTEE's sole cost and expense.

(9) That GRANTEE shall not have or assert any claim or demand whatsoever for compensation for damages whether said damages be direct or consequential, to the land hereinbefore described or to any buildings or improvements now or hereinafter erected thereon, or to the contents thereof, which may be caused by the operation, maintenance, repair, or renewal of GRANTOR's railroad or which may be caused by vibration resulting from the operation, maintenance, repair or renewal thereof; and GRANTEE hereby expressly releases GRANTOR from liability for any such damages.

(10) That GRANTOR shall not be liable or obligated to provide lateral support for the surface of the Premises hereinbefore described or any part thereof; and that GRANTEE shall not, at any time hereafter, ask, demand, recover or receive any compensation whatever for any damage that may be caused by the sliding of any part of the slope or embankment supporting the surface of the land hereinbefore described, and shall use due diligence to prevent the drainage or seepage of water or the precipitation of snow or ice or anything whatever from the Premises hereinbefore described onto or upon the remaining land of GRANTOR or onto or upon any part thereof.

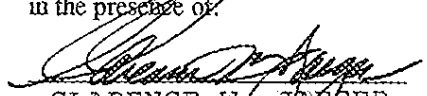
**TOGETHER** will all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said GRANTOR as well at law as in equity or otherwise howsoever, of, in and to the same and every part thereof, **EXCEPTING** and **RESERVING** and **UNDER** and **SUBJECT** and provided as aforesaid.

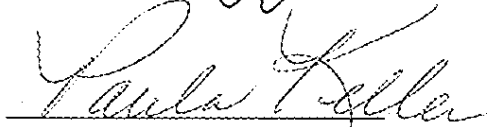
**TO HAVE AND TO HOLD** all and singular the said Premises, together with the appurtenances, unto the GRANTEE, the heirs or successors and assigns of the said GRANTEE forever, **EXCEPTING** and **RESERVING** and **UNDER** and **SUBJECT** and provided as aforesaid.

The words "GRANTOR" and "GRANTEE" used herein shall be construed as if they read "GRANTORS" and "GRANTEES", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the legal representatives or successors and assigns of the GRANTOR and GRANTEE.

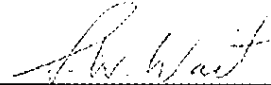
IN WITNESS WHEREOF, the said GRANTOR has caused this Indenture to be signed in its name and on its behalf by Steven W. Wait, its President & COO and Michael A. Mokodean its Assistant Secretary, of the Wheeling & Lake Erie Railway Company, duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

SIGNED AND ACKNOWLEDGED  
in the presence of.

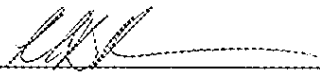
  
CLARENCE W. JAEGER

  
PAULA KELLER

WHEELING & LAKE ERIE RAILWAY COMPANY

By   
President & COO

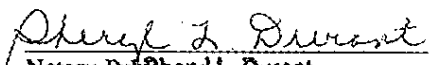
Attest:

By   
Assistant Secretary

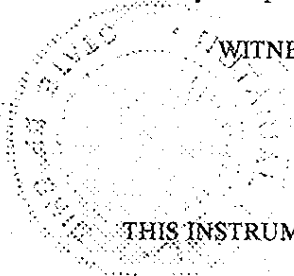
STATE OF OHIO                    )  
  ): SS  
COUNTY OF STARK                )

BEFORE ME, the undersigned, a Notary Public in and for said State and County, personally appeared Steven W. Wait, President & COO of THE WHEELING & LAKE ERIE RAILWAY COMPANY, and Michael D. Mokodean, as Assistant Secretary, respectively of THE WHEELING & LAKE ERIE RAILWAY COMPANY, and severally acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said Wheeling & Lake Erie Railway Company, and their voluntary act and deed as such officers.

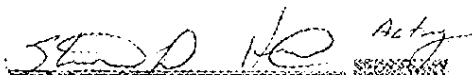
WITNESS my hand and notarial seal, this 1st day of November, A.D. 1995.

  
Notary Public Sheryl L. Durant  
Notary Public, State of Ohio  
My Commission Expires August 29, 1999

THIS INSTRUMENT PREPARED BY GRANTOR.



DATE 11-6-95  
COMPLIES WITH SEPARATION REGULATIONS IN  
FLAT REQUIRED PER LATEST EMPLOYER ORGANIZATIONS  
OF CITY OF MASSILLON, OH. 1994

  
SECRETARY  
SENIOR PLANNING COMMISSION

NO. 082995

EXHIBIT "A"

WHEELING & LAKE ERIE RAILWAY COMPANY

TO

CITY OF MASSILLON

PREMISES DESCRIPTION

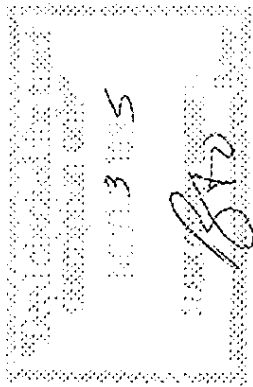
TRACT I

PARCEL No. 06-99083

ALL THAT CERTAIN piece of parcel of land situated in the State of Ohio, County of Stark and the City of Massillon, known as and being part of Massillon City Out Lot 27 and further being bounded and described as follows;

Beginning at the southwest corner of Out Lot 92 witnessed by a Hex Head Monument found at the southeast corner of the Northeast Quarter of Section 12, Tuscarawas Township (T-12, R-10), bearing S 06°03'30" W, 43.72 feet; thence N 06°03'30" E along the centerline of 17th Street N.W. a 50 foot public right of way 752.78 feet to a point; thence on a curve to the right having a radius of 1877.08 feet, a central angle of 00° 45'30", a tangent of 12.42 feet, a chord of 24.84 feet, a chord bearing of S 32° 28'00"E, an arc distance of 24.85 feet to a point; thence S 32°05'15"E, 1322.82 feet to a point of curvature (passing over a 1/2" iron bar with H&A cap set on the east right of way line of said 17th Street N.W. at 15.42 feet); thence on said curve to the left having a radius of 2897.93 feet, a central angle of 06°01'12", a tangent of 152.38 feet, a chord of 304.35 feet, a chord bearing of S 35°05'51" E, an arc distance of 304.49 feet to a 1/2" iron bar with H&A cap set and the true place of beginning;

1. Thence N 51°53'33" E, radial to the last described curve 66.00 feet to a 1/2" iron bar with H&A cap set on a non-tangent curve;
2. Thence on said curve to the left having a radius of 2831.93 feet, a central angle of 36°46'53", a tangent of 941.55 feet, a chord of 1786.92 feet, a chord bearing of S 56°29'49"E, an arc distance of 1817.97 feet to a 1/2" iron bar with H&A cap set at a point of compound curvature;
3. Thence on a curve to the left having a radius of 683.78 feet, a central angle of 39°58'03". a tangent of 248.66 feet, a chord of 467.37 feet, a chord bearing of N 85°07'43" E, an arc distance of 476.98 feet to a 1/2" iron bar with H&A cap set at a point of tangency;
4. Thence N 65°08'42"E, 73.50 feet to a 1/2" iron bar with H&A cap set at a point of curvature;
5. Thence on a curve to the right having a radius of 670.28 feet, a central angle of 09°00'04", a tangent of 52.76 feet, a chord of 105.19 feet, a chord bearing of N 69°38'44" E, an arc distance of 105.30 feet to a PK & flasher set at a point of non-tangency;



6. Thence S 17°18'21"E, along the westerly line of a 20' alley, 66.02 feet to a 1/2" iron bar with H&A cap set on a non-tangent curve;
7. Thence on a curve to the left having a radius of 604.28 feet, a central angle of 09°09'35", a tangent of 48.41 feet, a chord of 96.50 feet, a chord bearing of S 69°43'30" W, an arc distance of 96.60 feet to a 1/2" iron bar with H&A cap set at a point of tangency;
8. Thence S 65°08'42" W, 73.50 feet to a 1/2" iron bar with H&A cap set at a point of curvature;
9. Thence on a curve to the right having a radius of 749.78 feet, a central angle of 39°58'03", a tangent of 272.66 feet, chord of 512.48 feet, a chord bearing of S 85°07'43"W, an arc distance of 523.02 feet to a 1/2" iron bar with H&A cap set at a point of compound curvature;
10. Thence on a curve to the right having a radius of 2897.93 feet, a central angle of 36°46'48", a tangent of 963.45 feet, a chord of 1828.50 feet, a chord bearing of N 56°29'51"W, an arc distance of 1860.27 feet to a 1/2" iron bar with H&A cap set at a point of non-tangency and the true place of beginning.

The above described tract of land encloses and comprises part of a tract of land conveyed to the Wheeling & Lake Erie Railroad by a deed recorded in Volume 183, Pages 386 and 336 of the Stark County Records and contains 3.808 acres as surveyed by Gary L. Toussant, P.S. #6332 of Hammontree & Associates, Limited, Engineers and Surveyors of North Canton, Ohio in June of 1995.

The basis of bearings for this description is S 06°03'30"W, the centerline of 17th Street N.W., the west line of Section No. 7(T-10, R-9), the west line of Perry Township, and a west corporation line of the City of Massillon from a deed recorded in Volume 3251, Page 24 of the Stark County Deed Records.

#### TRACT II

##### PARCEL No. 72-

Being all land owned by said Wheeling & Lake Erie Railway Company, a Delaware Corporation, in Tuscarawas Township Quarter Sections 2, 3, 4, 5, 6, 7, 8, 11, and 12, said land situated in the Township of Tuscarawas, County of Stark, and State of Ohio. (Being all the property on Valuation Maps V-8B/10, 10A, 10B, 11, 12, 13, 14, 15, 16).

#### TRACT III

##### PARCEL No. 06-99084

Known as and being all of Out Lot 102 in the City of Massillon, Stark County, Ohio.  
AND LOT number 9810.

TRACT IV

PARCEL No. 06-

Situated in the City of Massillon, County of Stark and State of Ohio and known as and being all of Lot No. 9263 in said City.

TRACT V

PARCEL No. 06-

Situated in the City of Massillon, County of Stark and State of Ohio and known as and being all of Lot No. 9266 in said City.

TRACT VI

PARCEL No. 06-

Situated in the City of Massillon, County of Stark and State of Ohio and known as and being all of Lot No. 9272 in said City.

TRACT VII

PARCEL No. 06-

Situated in the City of Massillon, County of Stark and State of Ohio and known as being all of Lot No. 9287 in said City.

TRACT VIII

PARCEL No. 06-

Situated in the City of Massillon, County of Stark and State of Ohio and known as and being all of Lot No. 14326 in said City.

RECORDED THIS DATE  
JANE VIGHOS  
STARK COUNTY RECORDER

95 NOV 16 PM 2:46

FEE 34-

JANET WEIR CREIGHTON  
Stark County Auditor

FEE Ex "A"

NOV 16 1995

TRANSFERRED 7<sup>00</sup>  
TRANSFER NOT NECESSARY

DEPUTY [Signature]  
IN COMPLIANCE WITH ORC 319.202



**Parcel**

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Address	DEERFIELD AVE NW
Unit	
City, State, Zip	DALTON OH 44618-
Routing Number	05412A 010100
Class	E - EXEMPT
Land Use Code	640 - E - EXEMPT, MUNICIPALITY
Tax Roll	RP_OH
Neighborhood	05039901 - 05039901
Acres	12.77
Taxing District	00040
District Name	MASSILLON CITY - TUSLAW LSD
Gross Tax Rate	82.8
Effective Tax Rate	56.325006
Non-Business Credit	
Owner Occupancy Credit	

**[Link to GIS Map Application](#)**

**Owner**

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Owner 1	MASSILLON CITY
Address	1 JAMES DUNCAN PLZ SE
	MASSILLON OH 44646

**Tax Mailing Name and Address**

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Mailing Name 1	MASSILLON CITY
Mailing Name 2	
Address 1	1 JAMES DUNCAN PLZ SE
Address 2	
Address 3	MASSILLON OH 44646

**Click Here** for Address Change Form

Mortgage Company	188660
Mortgage Company Name	
Treas Code	

**Legal**

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Legal Desc 1	OL 908 .31A; OL 910 - 7.94A; OL 911 - 1.03A; OL 912 - 3.18
Legal Desc 2	
Legal Desc 3	
Notes	

**Tax Map**

**Appraised Value (100%)**

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Year	2020
Appraised Land	\$58,300
Appraised Building	\$0
Appraised Total	\$58,300
CAUV Land	
CAUV Total	

**Assessed Value (35%)**

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Assessed Land	\$20,410
Assessed Building	\$0
Assessed Total	\$20,410
CAUV Land	
CAUV Total	

## Tax Detail

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Type	Action	Project #	Date	Delinquent	1st Half	2nd Half
SAC	DUP	48850	26-JAN-20	.00	3.00	3.00
Total:				.00	3.00	3.00

## Type Code - Description

---

ORG - Real Estate Tax  
RED - Tax Reduction  
RLB - Non-Business Credit  
HRB - Owner Occupancy Credit  
HOM - Homestead Reduction  
SAC - Special Assessment  
PEN - Penalty on Tax  
INT - Interest on Tax  
SAP - Penalty on Special Assessment  
SAI - Interest on Special Assessment  
FRB - CAUV Farm Recoupment Tax

**Special Assessment Payoff Details**

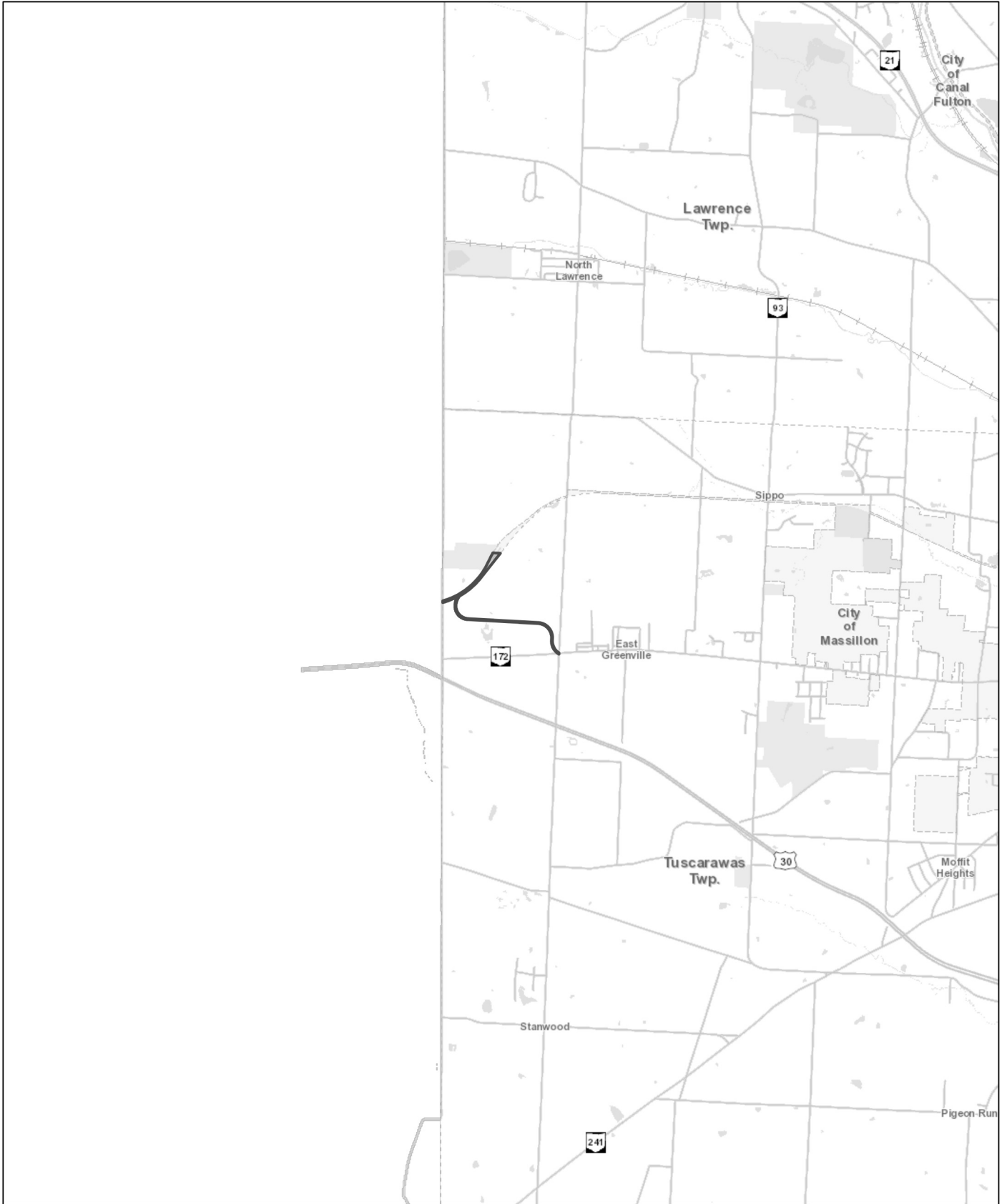
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<b>Year</b>	<b>Project</b>	<b>Description</b>	<b>Cycle</b>	<b>Taxes</b>	<b>Fee</b>	<b>Penalty/Interest</b>	<b>Paid</b>	<b>Total</b>
2019	48850	MUSKINGUM WSD	1	\$3.00	\$0.00	\$0.00	\$0.00	\$3.00
2019	48850	MUSKINGUM WSD	2	\$3.00	\$0.00	\$0.00	\$0.00	\$3.00
Total:				\$6.00	\$0.00	\$0.00	\$0.00	\$6.00

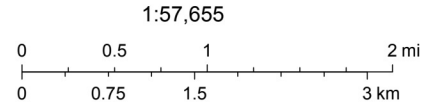
**Special Assessment Payoff Totals**

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<b>Project</b>	<b>Description</b>	<b>Taxes</b>	<b>Fee</b>	<b>Penalty/Interest</b>	<b>Paid</b>	<b>Total</b>
48850	MUSKINGUM WSD	\$6.00	\$0.00	\$0.00	\$0.00	\$6.00
Total:		\$6.00	\$0.00	\$0.00	\$0.00	\$6.00

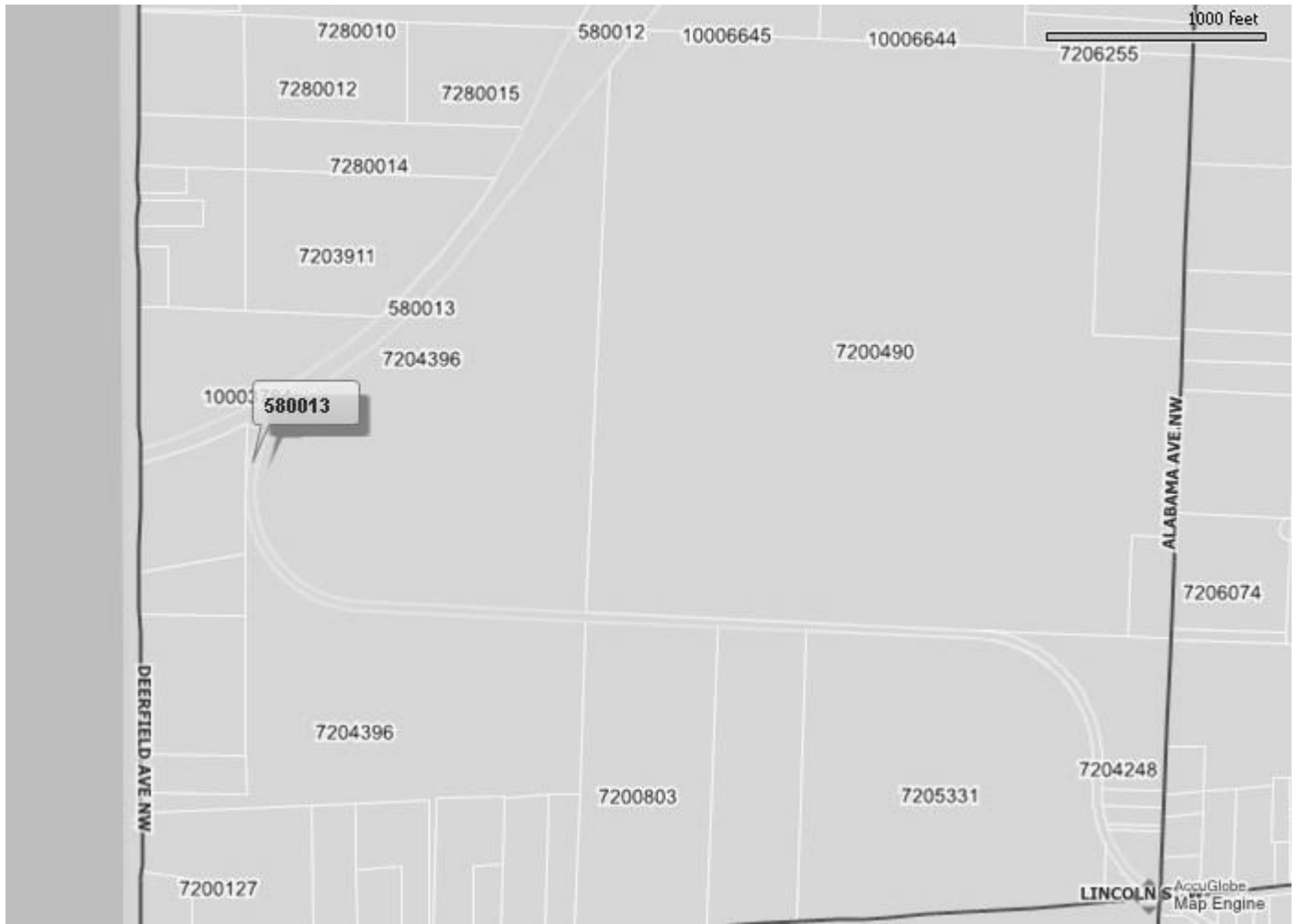


February 26, 2020



Stark County GIS

### Stark County GIS



Notes

case Erie Rail Road Company its successors and assigns forever, and Nancy Miller wife of said Samuel Miller do hereby release and forego their claim unto the said grantee and its successors and assigns all any right and title of dower in the above described premises. In testimony whereof we hereunto set our hands and seals the 22<sup>nd</sup> day of August A.D. 1852.

Signed, stated and Delivered

In presence of  
John C. Garrett  
L. C. Cole.

Samuel Miller *[Signature]*  
Nancy Miller *[Signature]*

The State of Ohio before me a Notary Public in and for said Stark County Ohio County, personally appeared the above named Samuel Miller and Nancy Miller his wife who acknowledged that they did sign and seal the foregoing instrument and that the same is their free act and deed and further certify that I did examine the said Nancy Miller separate and apart from her said husband and did show and there make known to her the contents of the foregoing instrument and upon that examination she declared that she did voluntarily hereunto acknowledge the same and that she is still satisfied therein and that she was advised of her rights and official seal the 22<sup>nd</sup> day of August A.D. 1852.

John C. Garrett *[Signature]*  
Notary Public

Recd. for Record Dec 2<sup>nd</sup> 1852

At 7 o'clock A.M.

Recorded Jan'y 9<sup>th</sup> 1853

J. H. Brammley  
Recorder

In 2x8 ✓

Joseph Beckrode wife }  
Do } known all men by these presents that we Joseph

88-6 <sup>en</sup>

The Mt. L. & N. R. Co. } of Stark County Ohio, in consideration of the benefit  
to accrue to us from the construction of the

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Wheeling and Lake Erie Rail Road and the sum of eight hundred and seventy five dollars in hand paid by the Wheeling and Lake Erie Rail Road Company its successors and assigns forever, a strip or parcel of land being a part of the following farm or premises situate in the Township of Tuscarawas County of State of Ohio, and described as follows to-wit: The south east quarter of section number five (5) of Township Twelve (12) and Range the 13<sup>th</sup> in said Stark County Ohio, said strip or parcel of land being bounded on the west by the center line of said Rail Road and on the east by the center line of said farm to a point on the west boundary line of said farm to a point on the east boundary line of the same, as above described, and further said grantor

do hereby convey to said grantee its successors and assigns all the part of the above quarter section, lying and being between said Rail Road as at present located and constructed and the north boundary line of said quarter section, always reserving and excepting to said grantor any mineral coal underlying the above described premises. Said above described right of way and parcel of land more or less containing one acre more or less. To have and to hold said described strip of land to said The Wheeling and Lake Erie Rail Road Company its successor and assigns forever and I Sarah Eckroade wife of said Joseph Eckroade do hereby release, release and forever quit claim unto the said grantee and its successors and assigns all my right and title of donee in the above described premises. In testimony whereof we hereunto set our hands and seals the 4<sup>th</sup> day of May A.D. 1882

Signed Sealed and Delivered

In presence of  
R. H. McLaughley  
Frank Shepley

Joseph Eckroade 1882  
Sarah Eckroade 1882

The State of Ohio, Before me a Notary Public in and for said County of Stark County, Ohio, personally appeared the above named Joseph Eckroade and Sarah Eckroade who acknowledged that they did sign and seal the foregoing instrument, and that the same is their free act and deed. I further certify that I did examine the said Sarah Eckroade wife of Joseph Eckroade separate and apart from her said husband and did then and there make known to her the contents of the foregoing instrument and upon that examination she declared that she did voluntarily sign said and acknowledge the same, and that there still subsisted therein, the necessary wherewithal. I hereunto set my hand and official seal this fourth day of May A.D. 1882

Recd. for Record Dec. 2<sup>nd</sup> 1882  
At 7 o'clock A.M.  
Recorded Jan'y 7<sup>th</sup> 1883

R. H. McLaughley 1882  
Notary Public

J. H. Barnaby  
Recorder

John Anderson wife  
to  
The W. & L. E. R. Co.

Know all men by these presents that we John Anderson and Sarah J. Anderson of Stark County Ohio in consideration of the benefit to accrue to us from the construction of the Wheeling and Lake Erie Rail Road and the sum of one hundred and fifty dollars in hand paid by the Wheeling and Lake Erie Rail Road Company here receipted do give, grant bargain sell and convey unto the said The Wheeling and Lake Erie Rail Road Company its successors and assigns forever a strip of land

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a Notary Public in and for said County, personally came the above named Uren McDowell, the Grantor in the foregoing deed, and acknowledged the signing of the same to be his voluntary act and deed, for the uses and purposes therein mentioned. In Testimony whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Eugene J. Willison, Seal  
Notary Public.

Rec'd for record January 20<sup>th</sup> 1900

At 10:10 A. M.

Recorded January 22<sup>nd</sup> 1900.

C. A. Dougherty,  
Recorder.

Martin Brubaker

to

The Wheeling and Lake Erie R.R. Co.

Know all men by these presents: That I, Martin Brubaker and Magdalena Brubaker his wife in consideration of Four Hundred and Fifty Dollars (\$450.00)

50 cts  
L.R.S.

to us paid by The Wheeling and Lake Erie Railroad Company the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said The Wheeling and Lake Erie Railroad Company its successors and assigns forever, the following described premises, situate in the Township of Tuscarawas, County of Stark and State of Ohio, being a part of the South west corner of Section Five (5) Township Twelve (12) North Range Ten (10) in said County and State more particularly described as follows: Beginning at a point in the southeasterly line of the right of way of the Wheeling and Lake Erie Railroad, opposite Sta. 6796 of the re-survey of the said Railroad; thence southwesterly following a curve having a radius of 5679 3/4 a distance of 1097 feet to a point; thence southwesterly on a tangent to said curve 800 feet more or less to a point in the south boundary line of said Section Five (5); thence west along said South line of Section Five a distance of one hundred and thirty (130) feet to the south west corner of said Section Five; thence north along the west line of Section Five to a point where the said west line intersects the southerly right of way line of the said railroad; thence northeasterly along said right of way line fifteen hundred (1500) feet more or less to the place of beginning said tract hereby conveyed contains Five and Five Hundred and Sixty-five One thousandths ( $5 \frac{565}{1000}$ ) acres of land. A plat of the premises above described and intended hereby to be conveyed is hereto attached "marked Exhibit A," and made a part of this conveyance. The Grantors reserve for themselves their heirs and assigns the coal underlying the premises above described and the right to remove the same that the coal right hereby reserved shall in no way disturb the Grantor its successors and assigns in the enjoyment and use of said premises. The said Grantors waive all claims for damages, by removal of coal as above reserved in this deed as against Martin Brubaker

followed, and in the said Martin Brubaker and Magdalena Brubaker for recorders and administrators hereby consent with the said The Wheeling and Lake Erie Railroad Company its successors and assigns

and his heirs, and all the Right, Title and Interest of the said Martin Brubaker and Magdalena Brubaker either in Law or Equity, in and to the said premises; Together with all the appurtenances to the same belonging, but subject to all legal highways; To Have and Hold the same unto the said The Wheeling and Lake Erie Railroad Company its successors and assigns, that we are the true and lawful owner of the said premises, and have full power to convey the same; and that the title so conveyed is Clear and Unincumbered; And Further, That we do and will warrant and Defend the same against all claims or claims of all persons whomsoever. In Witness whereof we the said Martin Brubaker and Magdalena Brubaker, have hereunto set our hands this ninth day of December in the year of our Lord One Thousand Eight Hundred and Ninety nine.

Signed and acknowledged in presence of

C. C. Neelham  
Joseph M. Blake

Martin Brubaker  
Magdalena Brubaker

State of Ohio, Before the undersigned authority, in and County of Stark, ss. for said County and State, personally appeared the above named Martin Brubaker and Magdalena Brubaker his wife who acknowledged the signing of the foregoing instrument to be their free act and deed. In Testimony whereof, I have hereunto set my hand and official seal, at Massillon this ninth day of December

Joseph M. Blake

Notary Public in and for Stark County, Ohio

Read for Record Dec. 16<sup>th</sup> 1899.

At 9:00 A.M.

Recorded January 24<sup>th</sup> 1900.

C. C. Dougherty,  
Recorder.

# 2039 4-17-81 See Vol 210 Pg 271 Lease  
# 2038 4-17-81 See Vol 210 Pg 251 Lease  
# 244598 - 8/20/69 - See Vol 163 Pg 341 Agreement  
230684 2-13-1969 See Vol 163 Pg 341 non Milling Lease

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(EXECUTED IN 32 COUNTERPARTS  
OF WHICH THIS IS NO. 22)

### INDENTURE OF LEASE

BETWEEN

THE WHEELING AND LAKE ERIE  
RAILWAY COMPANY, Lessor

AND

THE NEW YORK, CHICAGO AND ST. LOUIS  
RAILROAD COMPANY, Lessee

RECEIVED FOR RECORD  
at 4:20 o'clock P.M.  
RECORDED DEC 5 1949  
in Stark County Records  
Vol. 26 Page 49  
J. J. NEWCOMER, Recorder

Effective date—December 1, 1949.

THIS INDENTURE OF LEASE, made as of the first day of December, 1949, by and between THE WHEELING AND LAKE ERIE RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Ohio, hereinafter called the "Lessor", as First Party, and THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY, a consolidated corporation organized and existing under the laws of the States of New York, Pennsylvania, Ohio, Indiana and Illinois, hereinafter called the "Lessee", as Second Party;

#### WITNESSETH:

WHEREAS, the Lessor owns and/or operates certain lines of railroad located in the State of Ohio; and

WHEREAS, the Lessee owns and/or operates certain lines of railroad located in the several states of its incorporation, which lines of railroad connect with the lines of railroad of the Lessor, and the Lessee also operates trains in Missouri; and

WHEREAS, the Lessee desires to lease the lines of railroad and the other property, appurtenances and franchises of the Lessor as hereinafter provided, together with the rents, issues and profits thereof, and the Lessor is willing to lease the same unto the Lessee upon the terms and conditions hereinafter set forth; and

WHEREAS, the Interstate Commerce Commission on July 21, 1949, August 19, 1949, and November 8, 1949, made its certain orders, pursuant to statute in such case made and provided, upon application filed with it and listed as Finance Docket No. 16308, duly approving and authorizing the leasing of the properties herein denised, and the assignment and transfer of other property of the Lessor, upon the terms hereof; and

WHEREAS, in pursuance of law and of the due action of the stockholders and directors of the respective parties, the parties hereto have power in the premises to execute such lease;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained, said parties do hereby covenant and agree with each other as follows:

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ARTICLE I.  
DEMISED PROPERTY.

The Lessor does hereby lease, assign, transfer and deliver unto the Lessee, its successors and assigns, for the term herein-after mentioned, all and singular its lines of railroad, interests, rights (contractual or otherwise), leaseholds, estates, powers, privileges, immunities and, except as hereinafter specifically excluded and provided, its franchises and all its other property, real, personal and mixed, including the following:

A—LINES OF RAILROAD:

Those certain railroad properties owned and operated by the Lessor and described as follows:

- (1) A line of railroad beginning at the terminus thereof in the City of Toledo, Lucas County, Ohio, and thence extending in a southeasterly direction (via Brewster, Stark County, Ohio) in and through Lucas, Ottawa, Sandusky, Huron, Lorain, Medina, Wayne, Stark, Tuscarawas, Carroll, Harrison, Jefferson and Belmont Counties, Ohio, to its terminus at Martins Ferry in said Belmont County, together with the branches and spur tracks thereof.
- (2) A line of railroad beginning at a connection with the line described in paragraph (1) above in the City of Norwalk, Huron County, Ohio, and thence extending in a northerly direction in and through Huron and Erie Counties, Ohio, to its terminus at Huron, Ohio, in said Erie County, together with the branches and spur tracks thereof.
- (3) A line of railroad beginning at a connection with the line described in paragraph (1) above at or near Orrville, Wayne County, Ohio, and thence extending in a southeasterly direction (via Massillon, Stark County, Ohio) in and through Wayne and Stark Counties, Ohio, to a connection with said line described in paragraph (1) above at Harmon, Stark County, Ohio, together with the branches and spur tracks thereof.
- (4) A line of railroad beginning at a connection with the line described in paragraph (1) above at Adena, Jefferson County, Ohio, and thence extending in a southerly and easterly direction in and through Jefferson, Harrison and Belmont Counties, Ohio, to its terminus at Neffs, in said Belmont County, together with the branches and spur tracks thereof.
- (5) A line of railroad beginning at a connection with the line described in paragraph (1) above in Warrenton, Jefferson

County, Ohio, and thence extending in a northerly direction in Jefferson County, Ohio, to its terminus at Steubenville, Jefferson County, Ohio, together with the branches and spur tracks thereof.

(6) A line of railroad beginning at the terminus thereof in Cleveland, Cuyahoga County, Ohio, and thence extending in a southerly direction in and through Cuyahoga, Summit, Portage, Stark, Tuscarawas, Holmes, Coshocton and Muskingum Counties, Ohio, to its terminus at Zanesville, in said Muskingum County, together with the branches and spur tracks thereof.

(7) A line of railroad beginning at a connection with the line described in paragraph (6) above at Belt Line Junction, near Independence Street, in Cleveland, Cuyahoga County, Ohio, and thence extending in a northwesterly direction in said Cuyahoga County to its terminus at a connection with the Cleveland, Cincinnati, Chicago and St. Louis Railway, at Linndale, in said Cuyahoga County, together with the branches and spur tracks thereof.

(8) A line of railroad beginning at a connection with the line described in paragraph (6) above in Canton, Stark County, Ohio, and thence extending in an easterly and southerly direction in and through Stark and Carroll Counties, Ohio, to its terminus at Carrollton, Ohio, in said Carroll County, including the branch line of railroad extending from Minerva Junction, in said Carroll County, to Minerva, in said Carroll County, together with other branches and spur tracks thereof.

(9) A line of railroad beginning at a connection with the line described in paragraph (6) above at Falls Junction, Cuyahoga County, Ohio, and thence extending in a north-easterly direction in and through Cuyahoga and Geauga Counties, Ohio, to its terminus at Chagrin Falls, in said Cuyahoga County, together with the branches and spur tracks thereof.

(10) A line of railroad beginning at its junction with the Toledo & Ohio Central Railway (formerly Zanesville & Western Railway), at or near Third Street in the City of Zanesville, Muskingum County, Ohio, and near a connection with the Baltimore and Ohio Railroad, and thence extending in a north-easterly and then southeasterly direction through Washington Township to a point south of National Road in Wayne Township, and thence westerly in said Wayne Township to a point easterly of Fell Street, in the City and County aforesaid, together with the branches and spur tracks thereof.



items, interlocking devices, radio facilities, telegraph, telephone and electric power transmission lines (including all wires, cables, poles, conduits, dials, pipes, generators, motors, switchboards and other instruments), yard and terminal property and facilities, depots, station houses, warehouses, elevators, freight houses, scales, office buildings, engine houses, car shops, tower houses, tool houses, yard buildings, water stations, water tanks, water supply, fuel stations, fuel tanks, fuel supply, power plants, machine shops and other structures, machinery, tools, implements and other railroad appliances, appurtenances and facilities, material and supplies, and all other physical property owned by the Lessor or held for use or used upon or in connection with or appertaining to any lines of railroad which the Lessor now owns, or in which it now has any right, title or interest, and also all other instrumentalities, improvements and appurtenances owned by the Lessor and necessary or useful in and about the maintenance and operation of the demised property, excluding, however, the property described in Paragraph D above.

**F.—FRANCHISES:**

All franchises, rights, powers, privileges and immunities of the Lessor (including any franchise to construct and operate a railroad or other means of transportation and appurtenant facilities), except as hereinafter provided.

**G.—AFTER-ACQUIRED PROPERTY:**

Any and all property, real, personal and mixed, including lines-of-railroad,—extensions,—branches,—structures,—equipment, leaseholds, rights (contractual or otherwise), powers, privileges or franchises, and all right, title and interest of the Lessor therein, that may at any time during the existence of this lease be acquired by the Lessor with the approval of the Lessee, for use upon, in connection with or appertaining to the demised property, or any part thereof, or that may at any time during the existence of this lease be acquired by the Lessor in connection with the provisions of this lease for the purposes hereof.

The property hereinbefore described, including all additions, betterments and extensions thereto or thereof, which is herein collectively referred to as the "demised property", is leased, assigned, transferred and delivered subject to all mortgages, equipment trust agreements, pledges, liens, encumbrances, charges, obligations and trusts upon or affecting said property, or any part thereof, and subject to all valid contracts, agreements and covenants relating to said property, or any part thereof; and it is specifically understood and agreed that the demised property does not include the property dealt with in Article IV of this lease, nor the rights, privileges and franchises of the Lessor requisite for the preservation of its corporate existence and for the proper performance by it of the terms and provisions of this lease and for the enforcement by the Lessor of its rights under this lease, all of which rights, privileges and franchises are hereby expressly reserved and excepted by the Lessor from the demised property.

To HAVE AND TO HOLD the demised property aforesaid (other than the rights, easements, licenses and grants covered by Paragraphs B and C above), with the appurtenances thereunto belonging, unto the Lessee, its successors and assigns, for the term of ninety-nine (99) years from and after the effective date of this lease, with the right in the Lessee to renew for like terms periodically; and to have and to hold the rights, easements, licenses and grants covered by Paragraphs B and C above for the period of the duration thereof and for any period for which the same, or any of them, may be renewed which is not beyond the expiration date of the term of this lease or any renewal thereof; together with the rents, issues and profits derived from the demised property.

And the Lessee hereby covenants and agrees, for itself and its successors and assigns, to pay or account for the rentals hereinafter reserved and specified, and to keep and perform all and singular the covenants and agreements hereinafter set forth to be kept and performed by the Lessee.

## ARTICLE II.

## RENTAL.

Section 1—The Lessee covenants and agrees to pay in lawful money of the United States of America to the Lessor, its successors or assigns, at the Lessor's office in the City of Cleveland, Ohio, or for the account of the Lessor as hereinafter provided, or, in the absence of specific provision, as the Lessor may from time to time in writing direct, as rent for the demised property and as consideration for the transfers and assignments herein made and hereafter to be made hereunder, the following:

(a) As and when the same shall be incurred by the Lessor, all obligations which may be reasonably incurred (1) for maintaining and preserving the corporate existence of the Lessor during the existence of this lease, and such organization as may be necessary for the Lessor to maintain for the purposes of this lease and the protection of the Lessor's rights thereunder; (2) for preparing, registering and transferring, during the existence of this lease, bonds, notes, other obligations and evidences of indebtedness and certificates for shares of the Lessor's capital stock, and for paying the administrative compensation and expenses of all trustees, registrars, transfer agents and dividend disbursing agents; (3) for the doing of all acts and things which the Lessor may be lawfully required to do or perform under any of the provisions of this lease or of any law or by any public authority; and (4) for the doing of all acts and things necessary or desirable for the protection, during the existence of this lease, of the Lessor's rights in the demised property or under this lease.

(b) As and when the same shall become due, all real estate, income and other taxes, assessments (other than those that are required to be charged to capital account under the Accounting Classifications of the Interstate Commerce Commission, as the same may exist from time to time, which shall be paid by the Lessee for the account of the Lessor and accounted for under Article IX hereof) and other governmental charges that may, either before or during the term of this lease, or any renewal thereof, be lawfully levied or assessed against the demised property, or any part thereof, or the earnings thereof or the income therefrom, or against the property dealt with in Article IV hereof, or any part thereof, or the earnings thereof or the income therefrom; and all excises, income and other taxes, assessments and other

governmental charges that may be so levied or assessed against this lease, against the Lessor, upon the Lessor's franchises, upon the Lessor's interest in and under this lease, or upon the income, or any part thereof, received by the Lessor or paid for its account under this lease; and all excises, taxes, assessments and other governmental charges and rental and other charges for which the Lessor may be liable, which either before or during the term of this lease, or any renewal thereof, may be lawfully levied or assessed or become due or payable in respect of any franchise or operating right, easement, license, grant, contract, leasehold or ordinance right or other right included in the demised property, or which may at any time during the existence of this lease be acquired by the Lessor with the approval of the Lessee; provided, however, that any part of such taxes, assessments, excises, other governmental charges, rental or other charges that shall have accrued for any period prior to the effective date of this lease shall be paid by the Lessee as a liability of the Lessor and not as part of the rent reserved; and provided further that any part of such taxes, assessments, excises, other governmental charges, rental or other charges that shall have accrued during the existence of this lease, but shall not have been paid at the date of expiration or other termination thereof, shall be paid by the Lessee.

As and when the same shall become due, all taxes, assessments, excises and other governmental charges lawfully levied or assessed against subsidiaries of the Lessor, or the property or income of said subsidiaries, in so far as the Lessor has customarily paid the same in the past.

(c) As and when the same shall become due, but subject to the provisions of the second paragraph of Section 5 of Article IX hereof, the several successive installments of interest (including amounts applicable to interest or fixed dividends under equipment trusts and current amortization of discount and expense on funded debt and equipment trust obligations) accruing during the existence of this lease upon any and all bonds, notes or other obligations and evidences of indebtedness, now or hereafter outstanding, in respect of which the Lessor is liable; provided, however, that the Lessor shall be liable for such portion of all installments of interest in this Paragraph (c) mentioned as shall have accrued but shall not have been paid prior to the effective date of this lease, and the Lessee shall be liable for such portion of all installments of interest in this Paragraph (c) mentioned as shall have accrued before but shall fall due after the expiration or other termination of this lease.

(d) As and when the same shall become due, all charges of any paying agent or agents and all other expenses in connection with the payment of interest dealt with in Paragraph (c) above.

(e) Except as hereinafter in this Paragraph (e) provided, an amount quarter-annually equal to \$1.00 on each share of the prior lien stock and \$1.4775 on each share of the common stock of the Lessor from time to time outstanding; said payments to be made by the Lessee for the account of the Lessor on the first days of February, May, August and November of each year, to or upon the order of the registered owners of said shares of the Lessor of record ten days (or such other period as may be required by the rules of the New York Stock Exchange then in effect) prior to said payment date, the first quarter-annual payment to be due and payable on the first day of February, 1950; provided, however, that, in respect of any dividends declared by the Lessor on its prior lien and/or common stock prior to the effective date of this lease but payable on a date subsequent thereto, the Lessee shall pay such dividends on the due date (prorating the same on a monthly basis and charging the Lessor with the pro rata part thereof applicable to the period prior to the effective date of this lease), except that the Lessee shall not pay that portion thereof (figured on a monthly pro rata basis) which, but for the provisions hereof, would be payable to it as a registered owner of said stock for the period subsequent to the effective date of this lease; provided further, however, that, if any dividend declared by the Lessor on its common stock prior to the effective date of this lease, but payable on a date subsequent thereto, is at a rate lower than that above provided to be paid by the Lessee during the existence of this lease, then the amount of said dividend shall be increased for the portion of the period covered thereby which is subsequent to the effective date of this lease, so that the amount of dividend for said subsequent period shall be an amount computed at the rate above provided to be paid by the Lessee, prorated on a monthly basis; provided further, however, that no payment provided for in this Paragraph (e) shall, during the existence of this lease, be made with respect to shares of stock, whether prior lien or common, from time to time owned by the Lessee, or its successors, irrespective of the name in which said stock may be registered, the Lessee hereby waiving for itself, its successors and pledgees, all right to receive any payment under this Paragraph (e), measured by the stock owned by the Lessee, or its successors.

In case at any time any share or shares of stock of the Lessor which may have been owned by the Lessee, or its successors, shall cease to be so owned, the Lessee shall there-after, when due, make payments in respect of such stock ceasing to be so owned at the rates above stated on each such share.

SECTION 2—From and after the effective date of this lease, the Lessee covenants and agrees to pay, in lawful money of the United States of America, or account for, to the Lessor monthly, as accrued, an additional rent during the existence of this lease, an amount equal to reasonable depreciation and amortization on the demised property, such depreciation and/or amortization, however, not to be in excess of the amount finally allowed from time to time for Federal income tax purposes so long as depreciation and/or amortization are recognized as a deduction in the determination of income for Federal income tax purposes.

SECTION 3—The covenants of the Lessee contained in Section 1 of this Article are absolute and unconditional, and the payments required to be made by the Lessee under said covenants are not subject to offset or other diminution for any cause or under any circumstances whatsoever.

#### ARTICLE III.

##### AS TO DISSENTING STOCKHOLDERS OF THE LESSOR.

Unless the Interstate Commerce Commission shall order otherwise, any stockholder of the Lessor who refuses his assent to this lease shall have such rights and remedies, subject to the conditions therein prescribed, as are afforded to dissenting stockholders in connection with the lease of a railroad under the applicable provisions of the General Code of Ohio.

#### ARTICLE IV.

##### CASH, CURRENT ASSETS, SECURITIES AND INVESTMENTS.

The Lessor hereby agrees to and does assign, transfer and deliver unto the Lessee as of the effective date of this lease, to be held by the Lessee, except as hereinafter in Article VII provided, as its absolute property, subject only to accounting therefor, the following:



(a) All current assets of the Lessor, according to Interstate Commerce Commission Accounting Classifications, excluding material and supplies (which under Article I hereof are leased to the Lessee), but including all cash, and also all special cash funds and deferred and unadjusted asset accounts other than those in connection with mortgages, equipment trusts and the redemption and retirement of the Lessor's preferred stock; special deposits being transferred and accepted subject to the conditions of deposit;

(b) All claims accruing in favor of the Lessor arising out of or in connection with its business prior to the effective date of this lease;

(c) All right, title and interest of the Lessor in and to the bonds, notes, securities and investments (including advances) owned or held by it, as certified by the accounting officers of the Lessor and the Lessee;

(d) All right, title and interest of the Lessor in and to the following shares of capital stock of the following named companies owned or held by it:

Number of Shares	Name of Issuing Company
20,000	The Lorain & West Virginia Railway Company
3,000	The Toledo Belt Railway Company
100	The Wendle Company
2	Kansas, Oklahoma & Gulf Railway Company (preferred)
1	The Cleveland Athletic Association Company
5	The Congress Lake Company
1	Oakland Hills Country Club
6	The Shaker Heights Country Club Company
1	The Chagrin Valley Country Club
1	Llanerch Country Club
1	Union Club Company
1	Brookside Country Club, Inc.

The property hereinbefore described or referred to in this Article IV is assigned, transferred and delivered subject to all mortgages, pledges, liens, encumbrances, charges, obligations and trusts upon or affecting said property, or any part thereof; and it is specifically understood and agreed that said property does not include the books and records of the Lessor, and does not include the payments to be made by the Lessee to or for the account of the Lessor under this lease or any rights of the Lessor under this lease; and it is further specifically understood and agreed that any of the bonds, notes, securities, investments and shares of capital stock hereinbefore described or referred to in

Sub-paragraphs (c) and (d) of this Article which are now under mortgage, pledge or trust, shall not be delivered to the Lessee unless and until said securities are released from such mortgage, pledge or trust.

The Lessor hereby authorizes the Lessee, and the Lessee hereby agrees, for and in the name of the Lessor, or otherwise, without expense to the Lessor, to collect and enforce, in so far as practicable, the current assets and claims aforesaid assigned, transferred and delivered to the Lessee, and to reduce the same to cash; and the Lessor further agrees to execute, or cause to be executed, all such instruments and to take all such action as may be necessary to enable the Lessee to collect and enforce said current assets and claims and reduce the same to cash.

As of the effective date of this lease, the Lessee shall give credit to the Lessor for all of the property described or referred to in Sub-paragraphs (a), (b), (c) and (d) of this Article; and upon the expiration or other termination of this lease the Lessee shall account to the Lessor for all such property, not previously accounted for, in the accounting provided for in Section 7 of Article IX hereof.

#### ARTICLE V.

##### COVENANTS OF THE LESSOR.

SECTION 1.—The Lessor covenants that, so long as the Lessee is not in default hereunder, it will during the existence of this lease:

(a) At the expense of the Lessee, maintain and preserve, to the extent of its rights and powers, its corporate existence and such organization as may be necessary for the Lessor to maintain for the purposes of this lease and to enable the exercise of the rights of the Lessor and the Lessee thereunder;

(b) At any and all times, upon the written request and at the expense of the Lessee, exercise every corporate power and franchise and do every corporate act necessary and proper to carry out the provisions of this lease and to enable the Lessee to avail itself of and to use and enjoy the demised property, and every part thereof, and the property dealt with in Article IV hereof, together with the proceeds, rents, issues and profits thereof; and, to the extent of its rights and powers, and when lawfully permissible, execute, acknowledge

and deliver to the Lessee such other and further instruments in writing, duly authenticated, as may be necessary or proper more effectively to confirm and secure to the Lessee, its successors and assigns, the demised property, and every part thereof, and the property dealt with in Article IV hereof, and the proceeds, rents, issues and profits thereof; it being understood that, in case of the failure or refusal of the Lessor to act as herein in this Paragraph (b) provided, the Lessee shall have authority to so act in the name and on behalf of the Lessor;

(c) Subject to the provisions of Section 1 of Article VI hereof, remain or become responsible for any obligation, claim, suit, judgment, lien or other liability now existing or hereafter arising which shall grow out of the tenure, operation, maintenance or use of the demised property prior to the effective date of this lease; and any sums paid by the Lessee on behalf of the Lessor in respect thereof shall be charged and accounted for as hereinafter in Article IX set forth;

(d) When lawfully permissible, at the expense of the Lessee, take such action and execute such instruments as may from time to time be requested by the Lessee for the purpose of renewing or extending any of the trackage or operating rights, easements, licenses, grants or contract, leasehold or ordinance rights, referred to in Paragraphs B and C of Article I hereof, which by the terms thereof may expire during the existence of this lease; and all right, title, interest and estate acquired by the Lessor by virtue of such renewals and extensions shall ipso facto become and be subject to this lease;

(e) Permit and authorize the Lessee at all times to have and enjoy, subject to all laws and governmental regulations and lawful orders of all public authorities, all the rights and powers of the Lessor to use, manage and control the demised property, and to regulate and determine the rates and charges for transportation over the whole or any part thereof and to collect and appropriate the same for the Lessee's own use;

(f) Permit the Lessee to use the name, franchise and corporate powers of the Lessor in instituting, prosecuting or defending any and all actions, suits and other legal proceedings as may, in the opinion of the Lessee, be necessary or desirable to enable it to assert or maintain, or to defend or protect against invasion or injury, any right or franchise of the Lessor in respect of the demised property, or any part thereof;

(g) Permit, at any and all reasonable times, such person or persons as the Lessee may designate to inspect the books and records of the Lessor for any purpose whatsoever.

Section 2—The Lessee shall have the right and power at all times during the existence of this lease, and while the Lessee is not in default hereunder, subject to prior approval by the Board of Directors of the Lessor of expenditures aggregating in excess of \$100,000 in any one calendar year, to extend, add to or better the demised property in such manner and to such extent as the Lessee shall deem desirable, and shall have and exercise all the rights, powers and franchises now possessed or which may hereafter be acquired by the Lessor necessary or convenient for such purposes; and, subject to the preceding provisions of this Section 2, the Lessor covenants that, upon the written request of the Lessee, and to the extent of its rights and powers, it will from time to time during the existence of this lease:

(a) Exercise, or cause the appropriate company to exercise, its powers of eminent domain in respect of any additional property required for the making of additions, betterments or extensions to the demised property, or any part thereof;

(b) If it shall appear to the Lessee that the line, route or grade of the railroads of the Lessor's transportation system as theretofore adopted, or any part thereof, can, by a change thereof, be improved, or if such change shall be required by order of public authority made pursuant to law, take, or cause to be taken, such proceedings as may be deemed necessary by the Lessee for that purpose;

(c) Institute and prosecute, in its own or other proper name, all proper proceedings for the purpose of acquiring the right to cross, intersect or connect with any and all other railroads, rivers, canals, other waters or public highways or properties, which it may become necessary or desirable to cross, intersect or connect with in connection with the operation of the Lessor's transportation system, or the making of alterations, additions, betterments or extensions thereto.

In case any extension of any bonds, notes or other obligations and evidences of indebtedness now or hereafter outstanding, in respect of which the Lessor is liable, can be procured by the Lessee upon reasonable terms, the Lessee may arrange with the

holders thereof for such extension, and from time to time, upon the written request of the Lessee, the Lessor shall, to the extent of its corporate powers and subject to any necessary governmental approval, execute, or cause to be executed by the appropriate company (subject to all legal and contractual restrictions that may impose limitations upon the Lessor or any such company), any and all agreements and do, or cause to be done by any such company, any and all acts that may be necessary or desirable to effect any such extension.

Expenditures in connection with the exercise of the rights and powers provided to be exercised by or for the Lessee in this Section 2 shall, in the first instance, be made by the Lessee, but the Lessee shall be entitled to reimbursement from the Lessor for capital expenditures incident thereto, to the extent and in the manner provided in Article IX hereof.

Section 3—The Lessee may, from time to time during the existence of this lease and while it is not in default hereunder, and subject to accounting therefor as hereinafter in Article IX set forth, abandon, retire, sell or otherwise dispose of any of the demised property not required in the judgment of the Lessee for the proper operation and maintenance of the transportation system of the Lessor, in so far as such powers may be exercised in conformity with law and the provisions of any mortgages or other agreements affecting any such property; and the Lessor shall from time to time during the existence of this lease, upon the written request and at the expense of the Lessee, join in the conveyance of any property so sold or disposed of and, if any such property shall be subject to lien, cause such resolutions to be adopted and make such requests and do such other things as may be reasonably requested by the Lessee for the purpose of causing any such property to be released from the lien or liens to which the same is subject; provided, however, that the general integrity and continuity of the transportation system of the Lessor shall in no event be impaired by the exercise of any such rights, powers and privileges by the Lessee, and that, without the consent of the Board of Directors of the Lessor, the Lessee shall not abandon, retire, sell or otherwise dispose of any line or lines

of railroad other than spur, industrial, team, switching or side tracks.

Section 4—The Lessor shall not, during the existence of this lease, issue, or cause or permit any company controlled by the Lessor to issue, any shares of capital stock, or any bonds, notes or other obligations and evidences of indebtedness under or secured by any mortgage or other instrument which would entitle any such bonds, notes or other obligations and evidences of indebtedness to a lien upon the demised property, or any part thereof, superior to the leasehold thereof acquired by the Lessee by virtue of this lease, except that:

(a) The Lessor, or any company controlled by it, shall have the right, from time to time, to transfer shares of stock and issue stock certificates on such transfers, or to replace any mutilated, lost, stolen or destroyed stock certificate, or to cause to be authenticated and delivered any bond or bonds, or any other obligation or obligations, under the conditions and in the manner prescribed by the mortgage or other instrument, now or hereafter existing, under which the same are issued, for the purpose of effecting the registration of any such bond or obligation, or the transfer of any registered bond or obligation, or the conversion of any bond or obligation from coupon into registered form, or from registered into coupon form, or for the purpose of issuing any such bond or obligation in lieu of one which shall have been mutilated, lost, stolen or destroyed;

(b) The Lessor, while the Lessee is not in default under this lease, upon the written request of the Lessee, shall, to the extent of its corporate powers and subject to all legal and contractual restrictions and any necessary governmental approval, and upon the terms and security specified in any applicable provision of this lease, and otherwise upon reasonable terms and security, make, execute, issue and deliver, or cause to be made, executed, issued and delivered, bonds, notes or other obligations and evidences of indebtedness for (i) refunding bonds, notes or other obligations and evidences of indebtedness, now or hereafter outstanding, in respect of which the Lessor is liable, (ii) paying the cost of extending the Lessor's lines of railroad, (iii) reimbursing the Lessee as provided in Section 5 of Article IX hereof, and (iv) the cost to the Lessor of the additions and betterments and improvements to its lines of railroad, or other properties, other than

of any character whatever shall for any purpose accrue to or be deemed to be conferred upon any person, firm or corporation under this lease other than the Lessor and the Lessee and their respective successors and assigns.

SECTION 5—The Lessor shall have the first lien, paramount to all others, upon every right and interest of the Lessee in the demised property for the purpose of securing the payment of all sums herein covenanted to be paid or accounted for by the Lessee and for the purpose of securing the performance of all and singular the covenants, conditions and obligations of this lease to be performed and observed by the Lessee; and it is specifically agreed that no contract or mortgage made by the Lessee, nor any judgment or lien arising out of transactions with the Lessee, shall in any manner affect the title of the Lessor in the demised property or its interests under this lease, or take precedence of the rights, interests and lien of the Lessor under this lease.

SECTION 6—If any suit shall be commenced against either party hereto, for or on account of any obligation, damage or injury for which the other party is solely liable within the meaning of this lease, the party so sued shall give to the other party notice of the pendency of such suit, and thereupon such other party shall assume the defense of such suit, and shall save and hold harmless, through the accounting provided for in Article IX hereof, or otherwise, the party so sued from all loss and expense and from all costs by reason thereof. Neither party shall be concluded by any judgment against the other, unless it had reasonable notice that it was required to defend and had reasonable opportunity to make defense. When such notice and opportunity shall have been given, the party notified shall be concluded by the judgment as to all matters which could have been litigated in such suit.

SECTION 7—This lease is to take effect and be in force as of 12:01 A. M. on the first day of the first calendar month or the second calendar month following the approval thereof by the Interstate Commerce Commission, whichever of said dates the parties shall determine at the time is the more feasible, which date as so determined is sometimes referred to herein as "the effective date of this lease". Thereafter the Lessee may operate

the demised property either in its own name or in the name of the Lessor.

SECTION 8—Any notice required or permitted to be given by or to either party under this lease shall be deemed sufficiently served and received if in writing and sent by registered mail to the party to be served at Cleveland, Ohio, or at such other address as shall have been last given to the sending party in writing by the other party, such service and receipt being deemed to be effective on the day after such mailing.

IN WITNESS WHEREOF, the parties hereto have, in accordance with the provision of Section 7 of Article XII hereof, determined that the effective date of this lease shall be December 1, 1949, and have caused these presents to be executed in several counterparts by their respective Presidents and their corporate seals to be hereunto affixed and attested by their respective Secretaries or Assistant Secretaries, all as of the day and year first above written.

In the presence of:

THE WHEELING AND LAKE ERIE  
RAILWAY COMPANY

By: *[Signature]*

*[Signature]*

Attest: *[Signature]*  
President

*[Signature]*

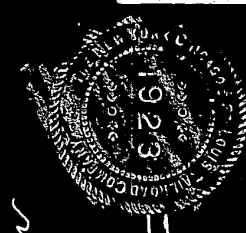
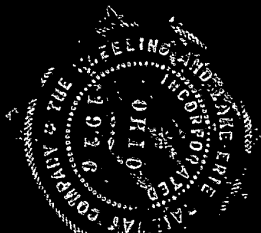
THE NEW YORK, CHICAGO AND ST.  
LOUIS RAILROAD COMPANY

By: *[Signature]*

*[Signature]*

Attest: *[Signature]*  
Assistant-Secretary

*[Signature]*



118J70

NORFOLK AND WESTERN RAILWAY COMPANY  
TO  
THE WHEELING AND LAKE ERIE RAILWAY COMPANY

INSTRUMENT OF ASSUMPTION

Dated as of October 16, 1964

OF

INDENTURE OF LEASE

Dated as of December 1, 1949

BETWEEN

THE WHEELING AND LAKE ERIE RAILWAY COMPANY,  
Lessor

AND

RECEIVED FOR RECORD  
OCT 20 1964  
at 12:17 o'clock P.M.  
OCT 21 1964  
In State County Records  
Vol. 133 Page 669  
KELLY, H. F. NOTIS  
Recorder Fee 6.00

THE NEW YORK, CHICAGO AND  
ST. LOUIS RAILROAD COMPANY,

Lessee

THIS INSTRUMENT OF ASSUMPTION dated as of October 16, 1964, by and between NORFOLK AND WESTERN RAILWAY COMPANY, a corporation organized and existing under the laws of the Commonwealth of Virginia (hereinafter called the "N&W"), party of the first part, and THE WHEELING AND LAKE ERIE RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Ohio (hereinafter called the "Lessor"), party of the second part,

WITNESSETH:

WHEREAS, by an Indenture of Lease made as of the 1st day of December, 1949, by and between the Lessor and THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY, a consolidated corporation organized and existing under the laws of the States of New York, Pennsylvania, Ohio, Indiana and Illinois (hereinafter called the "Nickel Plate"), the Lessor leased to the Nickel Plate all of the Lessor's line of railroad and certain other rights and property of the Lessor, comprising substantially all of the property of the Lessor as an entirety, for a term of 99 years from and after December 1, 1949, with the right in the Nickel Plate to renew for like terms perpetually; and

WHEREAS, on the date of this Instrument of Assumption the Nickel Plate is being merged into the N&W, whereupon the separate corporate existence of the Nickel Plate ceases and the Nickel Plate and the N&W become a single corporation, to wit, the N&W, which thereby succeeds to all of the property, rights, franchises and powers of the Nickel Plate, including its rights as Lessee under said Indenture of Lease, and this instrument is intended to take effect simultaneously with such merger; and

WHEREAS, Section 1 of Article XII of said Indenture of Lease provides among other things that nothing therein contained shall be construed to prevent the transfer of the rights of the Nickel Plate under said Indenture of Lease in connection with a merger if the corporation resulting from such merger shall execute and deliver to the Lessor a written instrument of assumption as therein provided for; and

WHEREAS, all conditions and requirements necessary to make this Instrument of Assumption a valid, binding and legal instrument in accordance with its terms have been performed and fulfilled, and the execution and delivery hereof have in all respects been duly authorized;

X

NOW, THEREFORE, THIS INSTRUMENT OF ASSUMPTION WITNESSETH, that in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid by the Lessor to the N&W at or before the execution and delivery of this Instrument of Assumption, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the N&W hereby assumes all of the obligations of the Nickel Plate under said Indenture of Lease.

This Instrument of Assumption may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed to be an original and all of which together shall constitute but one and the same instrument, which shall for all purposes be sufficiently proved by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective corporate names, their respective corporate seals to be hereunto affixed and attested, and this instrument to be acknowledged and proved by their respective officers thereunto duly authorized, all as of the day and year first above written.

NORFOLK AND WESTERN RAILWAY COMPANY

By *J. W. Quinn*  
Vice President-Finance



Attest:  
*J. H. Quinn*  
Secretary

Signed, sealed and delivered as to Norfolk and Western Railway Company in the presence of:

*John R. Tenbyfill*  
*Charles L. Hill*

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THE WHEELING AND LAKE ERIE  
RAILWAY COMPANY

By *W. H. Hill*  
Vice President

Attest:

*J. A. Collyer*  
Assistant Secretary

Signed, sealed and delivered as to  
The Wheeling and Lake Erie  
Railway Company in the presence  
of

*James B. Harve*  
*Robert G. Bois*



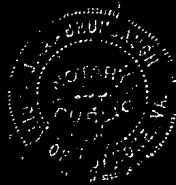


COMMONWEALTH OF VIRGINIA }  
CITY OF ROANOKE } SS.:

Before me, J. A. BRUMBAUGH, a Notary Public in and for said City, personally appeared H. M. REEMAN and W. H. OGDEN, known to me to be the persons who, as Vice President-Finance and Secretary, respectively, of NORFOLK AND WESTERN RAILWAY COMPANY, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its Board of Directors; and that one of the seals affixed to said instrument is the corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Roanoke, Virginia, this 6th day of October, 1964.

*J. A. Brumbaugh*  
Notary Public  
My Commission expires February 7, 1967.



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STATE OF OHIO }  
COUNTY OF CUYAHOGA } ss.:

Before me, W. I. BITTCHER, a Notary Public in and for said County, personally appeared M. D. HILL and J. A. COLLYER, known to me to be the persons who, as Vice-President and Assistant Secretary, respectively, of THE WHEELING AND LAKE ERIE RAILWAY COMPANY, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its Board of Directors; and that one of the seals affixed to said instrument is the corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Cleveland, Ohio, this 12<sup>th</sup> day of October, 1964.

W. I. Bittcher  
W. I. BITTCHER, Notary Public  
My commission expires Feb. 22, 1966



This instrument was prepared by Frank H. Heiss.

# 83-03843 + # 83-03844 2/82 See OR Vol 83 pg 750 + 753 Assign.  
 # 83-02889 2/9/83 See OR Vol 81 pg 280 Amended Consolidation  
 # 83-02890 2/9/83 See OR Vol 81 pg 283 Affidavit

# 83-06371 3-24-83 See OR Vol 90 pg 543 Consent to Assignment

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#4187

THIS AGREEMENT dated this 12<sup>th</sup> day of January, 1982, between NORFOLK AND WESTERN RAILWAY COMPANY, 8 North Jefferson Street, Roanoke, Virginia, a Virginia corporation ("Grantor"), as successor lessee of the lines of railroad and certain other properties and rights of The Wheeling and Lake Erie Railway Company under an Indenture of Lease made as of December 1, 1949, and MB OPERATING CO., INC., an Ohio corporation, 205 Central Plaza South, Canton, Ohio 44702 ("Grantee");

W I T N E S S E T H:

WHEREAS, Grantee is or will be the owner of certain oil and gas leases in Tuscarawas Township, Stark County, Ohio, the land subject to those leases being adjacent to the lands of Grantor and being traversed by Grantor's railroad; and

WHEREAS, in anticipation of Grantee's drilling a test well or wells on said leased lands in Stark County, and, further, in anticipation of Grantee's discovering oil or gas and subsequently developing said oil and gas leases, Grantee desires to protect itself against the possibility of Grantor's drilling on or leasing the lands within its railroad properties to other parties for the purpose of similar oil and gas development, and has requested the cooperation of Grantor in securing the protection aforesaid; and

WHEREAS, Grantor does not desire and will not permit oil or gas wells to be drilled on its properties but is willing (insofar as it may legally do so) to cooperate with Grantee in securing to the latter the protection aforesaid.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

That in consideration of the sum of ONE THOUSAND DOLLARS (\$1,000.00), paid by Grantee to Grantor and of the mutual covenants hereinafter set forth and the payment of the royalties, rentals and other payments hereinafter reserved to be paid by Grantee to Grantor, but subject to the exceptions, reservations and limitations, and upon the terms and provisions hereinafter contained, Grantor hereby grants to Grantee except as hereinafter provided in paragraph IV hereof, the sole and exclusive right and privilege, to the extent its title allows it, of extracting oil and gas, if any, which may be located under a portion of Grantor's property in or near East Greenville, Tuscarawas Township, Stark County, Ohio, but above the base of the Clinton Sands Formation, including approximately thirty-two and eighty-one hundredths (32.81) acres, more or less, and being more fully shown colored in green on Plan 74-10.7, attached hereto and made a part hereof (the "premises"). Grantor covenants that, during the term of this agreement, it will not drill or permit any other person to drill for oil or gas on or under the premises subject to this agreement.

SUBJECT, HOWEVER, to all easements and rights of way for electric power transmission lines, telephone or telegraph lines, sewer lines, water lines, oil and gas pipelines, roads, streets, flood easements and other rights heretofore granted to or acquired by others.

IT IS AGREED THAT 32.81 acres shall be used as a basis for computations, deductions and payments provided for herein.

INDEX	<input checked="" type="checkbox"/>
DESCR	<input checked="" type="checkbox"/>
C-REF	<input type="checkbox"/>
COMP'D	<input type="checkbox"/>

THE RIGHTS HEREIN GRANTED are limited to such only as Grantor possesses and has the lawful right to grant; and Grantee assumes the risk of the consequence of any lack of sufficient title by Grantor to grant the privilege set forth herein. Grantee shall obtain and provide, prior to the inclusion of the premises herein into any drilling unit or drilling pool, an abstract of title showing that the rights Grantee exercises with respect to the premises herein do not exceed those which the Grantor possesses. Grantor makes no representations or warranties whatsoever with respect to the premises subject hereto or Grantor's title to the premises or minerals therein.

THERE IS ALSO SPECIFICALLY EXCEPTED AND RESERVED to Grantor the entire ownership and control of the premises included herein and the oil, gas, coal, stone, sand, water, timber and other minerals and products therein and thereon, with the right to use and dispose of the same for all purposes other than the limited purpose for which this agreement is made. In no event shall the premises be pooled or joined in a drilling unit upon which exploration for or extraction of oil or gas beneath the base of the Clinton Sands Formation is undertaken.

This agreement is subject to the following terms and provisions which Grantee covenants with Grantor faithfully to perform and observe, viz:

I. TERM

The term hereof is for the period of three (3) years from the date hereof, except that Grantee may thereafter complete production under the terms of this agreement at that location and from that stratum from which Grantee is removing oil or gas in paying quantities under the terms of this agreement at the expiration of said three (3) year period, subject to termination in whole or in part as hereinafter provided.

II. LAND RENTAL - ROYALTIES - REPORTS - PAYMENTS - CREDITS

Grantee shall pay to Grantor the following:

(a) Annual rental of ONE THOUSAND DOLLARS (\$1,000.00), payable annually in advance for so long as this agreement is in force, commencing upon the date hereof and continuing thereafter for so long as this agreement shall be in force. Grantor may at its option cancel this agreement upon Grantee's failure to make rental payments as required under this paragraph. Such annual rental shall be paid in addition to any royalties provided for below, which royalties shall not be credited against such annual rental.

(b) A royalty payable in cash and not in kind equal to Grantor's proportionate share of 15.625% of the sale price by Grantee of all the oil saved from that produced and delivered from wells on drilling units which include some or all of the premises into the tanks of Grantee to which the well or wells may be connected, it being understood that in no event shall Grantor be obligated for any storage charges that may accrue.

(c) A royalty equal to Grantor's proportionate share of 15.625% of the greater of the sale price or value of gas produced from wells on drilling units which include some or

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all of the premises, as shown to have been delivered at the well or wells in each month by meter measurement into marketing pipelines. For the purpose of this subsection, the term "value" means the prevailing wholesale rates then being paid for gas at the well or wells in the same vicinity.

(d) A royalty of 15.625% of the wholesale price at the well for all gasoline produced and recovered on and marketed from said lands subject in other respects to all the provisions hereof relating to oil and gas insofar as they apply. All rights herein granted relating to oil and gas shall apply also to gasoline.

(e) Grantee shall make full report of and payment for all such oil, gas and gasoline sold or used on or before the twenty-fifth (25th) day of the calendar month following that in which sale or use has been made. Failure of Grantee to receive the proceeds of sale shall not excuse Grantee from payment of such royalty.

(f) As used in this Article II, the term "Grantor's proportionate share" means the fraction, the numerator of which shall be the number of acres of the leased premises included herein located within the production or drilling unit, and the denominator of which shall be the total number of acres within such unit.

### III. MEASUREMENT OF OIL AND GAS

(a) All oil for which payment is to be made shall be measured as provided by Ohio law.

(b) The volume of all gas for which payment is to be made shall be measured before being mixed with gas from other lands, by standard meters of approved type adapted to the volumes of gas to be measured. Such meters shall be located at convenient points to be selected by Grantee and shall be furnished, connected, operated, maintained and read by Grantee at its own expense.

For the purpose of this agreement a cubic foot of gas shall consist of the quantity or volume of gas which shall occupy a cube one foot on a side when at a pressure of 10 ounces per square inch above an atmospheric pressure of 14.7 pounds per square inch, or 15.325 pounds per square inch absolute pressure (commonly called pressure base), and at a temperature 60° Fahrenheit (commonly called temperature base). When the gas is measured through an orifice or pitot tube the method of computation shall conform with the recommendations contained in Report No. 2 of the Gas Measurement Committee of the American Gas Association, including any revisions thereof, applied in a practical manner. The specific gravity of the gas shall be determined when marketing of gas is begun, and as often thereafter as conditions may warrant, by the use of an Edwards Gas Balance or an equally accurate instrument.

Grantee shall have sole charge of said meters; shall read same as often as may be necessary to obtain accurate measurements; shall test all meters in the field at least once each ninety (90) days, and any meter through which more than three million (3,000,000) cubic feet of gas passes per month at least once each thirty (30) days; shall furnish Grantor current meter charts showing results of tests, and shall repair said meters when necessary or tests show inaccuracy.

Grantor shall have access to said meters at all reasonable times in company with a representative of Grantee and shall have the right to inspect the equipment and records of Grantee for the purpose, to the extent and in the manner provided in Article XI hereof. If Grantor challenges the accuracy of any meter, Grantee shall, upon written request of Grantor addressed to Grantee at its office, have the meter tested and adjusted or repaired and Grantor shall have the right to have its representative present during such tests, adjustments or repairs. If the test shows a meter to be two percent (2%) or more inaccurate, fast or slow, then registrations shall be corrected at the site of such inaccuracy for any period which is definitely known and agreed upon, but if the period of inaccuracy is not definitely known and agreed upon then for a period extending back one-half (1/2) of the time elapsed since the last previous test or calibration. During such time as a meter is out of repair the gas may be delivered through a bypass and the quantity estimated by use of the readings of the repaired meter when replaced. If the test shows inaccuracy of less than two percent (2%) the cost of removing, testing, adjusting and replacing the meter shall be borne by Grantor but if the test shows inaccuracy of two percent (2%) or more, then such cost shall be borne by Grantee. All costs of repairs shall be borne by Grantee.

#### IV. RESTRICTIONS AS TO USE OF SURFACE

Grantee shall not drill any wells nor place any structures, pipelines or equipment of any kind on, nor enter upon the lands of Grantor and shall use lands owned by others for the development of oil and gas as set forth in Article V hereof. Grantee shall not drill any well for oil or gas closer than 100 feet from Grantor's lines of railroad, without Grantor's express consent in writing.

#### V. UNITIZATION OF LEASED PREMISES

(a) Grantee may combine the areas of land included herein, or any part thereof, with adjacent tracts owned or leased by Grantee or by others, for purposes of obtaining a drilling unit or units on which a well or wells would be drilled for the benefit of all those having an interest in the lands included in the drilling unit, provided that Grantee is the sole operator, and further provided that said drilling unit or units are established in accordance with the regulations of and approved by the Oil and Gas Division of the Department of Natural Resources of the State of Ohio or any successor agency having jurisdiction. Grantee may enter into unitization agreements therefor, provided that the terms thereof are reasonable and satisfactory to Grantor. Grantor's proportionate share of royalty shall be based upon that percentage of the total oil and gas produced as the amount of land included in the premises hereunder which is included in said unit or units bears to the total land in said unit or units.

(b) Grantee shall file written unit designations in the county in which the Grantor's lands are located in order to form, re-form, or to dissolve a unit or units hereunder, including a copy to Grantor of all such unit designations established, filed, or dissolved.

(c) Nothing contained herein shall be construed to permit Grantee to lay pipelines or conduct operations upon the surface of the premises covered by this agreement.

#### VI. COMPLIANCE WITH LAWS

Grantee shall comply with the laws, rules, regulations, orders and other enactments of the United States and of the State of Ohio, and any political subdivision thereof, relating to the location, drilling, casing, plugging and abandonment of oil and gas wells, and the reporting of same, and operations under this agreement in all other respects.

#### VII. GRANTEE SHALL PROVIDE CERTAIN DOCUMENTS

Grantee shall deliver to Grantor or its properly designated representative, a true and complete record of each well drilled in a drilling unit of which any of the premises included herein are a part within sixty (60) days after the completion of same.

Grantee shall furnish to Grantor a copy of all reports, documents, applications, and other writings forwarded to Federal, State or Local authorities in compliance with the laws, rules, regulations, orders, or other enactments of said authorities, and permits and licenses received therefrom, with respect to the premises or any drilling units or pools of which the premises form a part, including but not limited to all applications for permits, including maps and other documents submitted therewith, all bonds or proofs of financial responsibility, all logs, all statements of production, all reports of abandonment of well, and any such other reports or documents filed under the laws of Ohio or the rules and regulations of the Division of Oil and Gas of the State of Ohio Department of Natural Resources, or any successor agency having jurisdiction.

#### VIII. LANDS AND INTERESTS NOT OWNED

If there is now, or shall at any time be, any outstanding interest in any part of said oil or gas under said premises not owned by Grantor, the rentals and royalties herein provided to be paid to Grantor shall be reduced proportionately as of the date when such outstanding interest may be recognized by Grantor.

#### IX. CHANGE IN OWNERSHIP AND PLACE OF PAYMENT

Grantee shall not be bound by any change in ownership of the premises included herein, or in the party or parties to whom, or place where, payments of money or delivery of surrender may be made, until notified of such change by written notice from Grantor, and only then when a reasonable method and place of such payments and delivery is provided.

#### X. TAXES AND ASSESSMENTS UPON RIGHTS GRANTED

Grantee shall pay all taxes and assessments of every kind and character, including excise, privilege or license taxes (but not including income, excess profits or capital stock taxes of Grantor) which may be levied or assessed by governmental authority upon the rights herein granted for the exploration, drilling and production of oil or gas (whether such levy be against Grantor, or Grantee), or the oil and gas produced hereunder, or the privilege of producing oil or gas, or the improvements and other property of or others claiming under Grantee in or upon the lands included in this

agreement, or the income accruing to Grantee therefrom. If any such taxes or assessments should be paid by Grantor, Grantee shall promptly reimburse Grantor the full amount thereof.

#### XI. INSPECTION OF EQUIPMENT AND RECORDS OF GRANTEE

If, at any time, Grantor desires to ascertain the amount of oil and gas, or either, produced from any well on property within which part or all of the premises included herein have been joined as a drilling unit or pool, then Grantor shall be entitled by its properly appointed agent or representative to enter upon said property and inspect and examine the meters, tanks, or other equipment pertaining to or showing the production of said oil and gas, to have tests made of the pressure and volume, and to inspect meter or other records and other memoranda whatsoever relating to the production of either oil or gas from any well on said property; PROVIDED HOWEVER that reasonable notice is given to Grantee so that a properly designated representative or agent of Grantee may accompany and be in the presence of the agent or representative of Grantor while any such inspection is being made.

#### XII. DATES OF PAYMENTS

All payments accruing and payable by Grantee to Grantor hereunder shall, unless otherwise provided, be due and payable on the twenty-fifth (25th) day of the calendar month following that in which they accrue.

#### XIII. METHOD AND PLACE OF PAYMENT

All payments by Grantee to Grantor hereunder shall be made direct to Grantor by check or draft payable to Norfolk and Western Railway Company and mailed to its Treasurer at 8 North Jefferson, Roanoke, Virginia 24042, unless otherwise directed as provided in Article IX.

#### XIV. DEFAULT; REMEDIES

(a) It shall be an event of default under this agreement and a breach of said agreement:

- (i) If Grantee shall fail to pay Grantor any rent, royalty or other payment (by way of indemnity or otherwise) as and when the same shall become due and payable, and shall not make such payment within ten (10) days after notice thereof by Grantor to Grantee;
- (ii) If Grantee shall fail to perform any of the other agreements, terms, covenants or conditions hereof on Grantee's part to be performed, and such non-performance shall continue for a period within which performance is required to be made by specific provision of this agreement, or if no such period is so provided for a period of thirty (30) days after notice thereof by Grantor to Grantee;
- (iii) If Grantee shall vacate or abandon lands subject to a unitization agreement to which the premises are subject; or



(iv) If this agreement or the estate of Grantee shall be transferred to or shall pass to or devolve upon any other person or party, except in a manner herein permitted.

(b) In the event of any such default:

(i) Grantor shall have the right to cancel and terminate this agreement as well as all of the right and interest of Grantee hereunder, by giving Grantee not less than five (5) days' notice, and upon the expiration of the time fixed in such notice, this agreement and the term hereof, as well as all of the right and interest of Grantee hereunder, shall expire in the same manner and with the same force and effect (except as to Grantee's liability) as if the expiration of the time fixed in such notice were the end of the term hereof; and

(ii) Grantor may exercise all rights against Grantee afforded by law or equity.

#### XV. PRACTICES PROHIBITED

Grantee shall not create, or permit to be created, any nuisance upon the premises; shall not use, or knowingly permit the same to be used, for any purpose contrary to the laws, rules, regulations, orders, and other enactments of the United States, the State of Ohio, and/or political subdivision thereof; and shall not, in any way, interfere with the operation of Grantor's railroad. In the event of violation of this provision, Grantor may, at its option, and without prior notice, terminate this agreement.

#### XVI. LIABILITY OF GRANTEE FOR DAMAGES

Grantee shall and hereby does agree to indemnify and save harmless Grantor, its officers, agents, employees, and affiliates, from and against any and all claims, demands, suits, judgments, recoveries and liabilities for injuries to or death of any persons whomsoever (including without limitation employees of the Grantor and Grantee) and for any loss of or damage to any property whatsoever, arising or in any manner growing out of the operations or activities of Grantee under or in connection with this agreement regardless of any negligence on the part of Grantor in connection therewith or contributing thereto. Grantee hereby further agrees to indemnify and save harmless Grantor, its officers, agents, employees, and affiliates, from and against any and all penalties, fines, prosecutions, statutory recoveries and governmental actions which arise from or are occasioned by the operations or activities of Grantee under or in connection with this agreement.

Without limiting the generality of the foregoing, Grantee agrees to indemnify or reimburse Grantor for any sums which Grantor may be required to pay under any workmen's compensation law or employers' liability laws of the State of Ohio or the United States on account of the death of, or injury to, any of Grantor's employees caused directly or indirectly by the negligence of Grantee, regardless of any negligence on the part of the Grantor in connection therewith or contributing thereto.

XVII. GRANTEE SHALL OBTAIN AND MAINTAIN INSURANCE

Grantee shall obtain and at all times maintain in effect liability insurance in an amount not less than \$2,000,000 for all damages arising out of bodily injuries to or death of persons and property damage liability insurance providing for a limit of not less than \$2,000,000 for all damages arising out of injury or destruction of property. Such insurance shall be specifically endorsed to cover the contractual duties and obligations of Grantee under this agreement, which endorsement shall supersede any and all policy exclusions. Grantee furthermore, shall fully comply with all applicable Workmen's Compensation Laws. All insurance required hereunder shall be with an insurance company acceptable to Grantor and the policy (policies) shall be in a form likewise acceptable to Grantor. Upon request of Grantor, Grantee shall submit proper proof of insurance coverage required herein. Any insurance policies required hereunder shall provide notice of at least thirty (30) days to Grantor prior to cancellation.

XVIII. SURRENDER OF PREMISES BY GRANTEE

Grantee shall have the right at any time, upon payment of all rentals, royalties, or other amounts accrued hereunder upon thirty (30) days written notice, to surrender all or any part of the premises included herein (with a description of premises to be surrendered if of a part only), after which this Agreement shall terminate as to said premises so surrendered; and the decision of Grantee that said lands so surrendered do not warrant further investigation or development shall be final and conclusive between the parties hereto. Grantee agrees that the mailing in the post office of a check, payable as hereinbefore provided, for all amounts then accrued hereunder and the recordation of a deed of surrender in form which meets the approval of Grantor in Stark County, Ohio, shall be accepted as full and legal surrender of Grantee's rights as to the lands so surrendered.

XIX. TERMINATION

Grantor may cancel this agreement at any time for any reason prior to the commencement of drilling operations by Grantee by giving Grantee thirty (30) days written notice thereof.

Upon termination of this agreement for any reason, Grantee will take all steps required by the laws, rules, regulations, orders or enactments of the United States, the State of Ohio, or any political subdivision thereof prior to surrendering the premises or any land within which the premises, or any part thereof, was joined as a drilling unit.

XX. NOTICES - ADDRESSES

Whenever under the terms hereof written notice is required to be given, such requirement shall be complied with by the sending of notice by certified mail addressed to the parties entitled to receive the same, as follows:

VOL 80 PAGE 752

To Grantor, addressed to Norfolk and Western Railway Company, 8 North Jefferson Street, Roanoke, Virginia 24042, unless otherwise directed as provided in Article IX; and

To Grantee, addressed to MB Operating Co., Inc., 205 Central Plaza South, Canton, Ohio 44702, or posted in a conspicuous place at drilling operations or wells on premises with which all or any part of the premises are joined as a drilling unit.

#### XXI. ARBITRATION

Should any question arise between the parties hereto as to the performance by Grantee under this agreement every such question shall be determined by arbitration as follows:

Questions submitted to arbitration shall be referred to three (3) competent arbitrators, one selected by Grantor and one by Grantee or as hereinafter provided, and the two thus selected shall select the third who shall have the power of an umpire and be known as umpire-arbitrator. The decision and award of such arbitrators, or any two of them, or, in case of disagreement among all the arbitrators, of the third or umpire-arbitrator, shall be conclusive and binding upon Grantor and Grantee and promptly complied with.

The party desiring arbitration shall give written notice to the other party, stating definitely the point or points in dispute and naming the person selected as arbitrator; and it shall be the duty of the other party, within fifteen (15) days after receiving such notice, to name an arbitrator, and these two shall select the third arbitrator; and in event the party notified does not name an arbitrator within said period of fifteen (15) days, the party serving such notice may select a second arbitrator and the two thus selected shall select the third arbitrator.

In the event of failure of the two arbitrators, selected as aforesaid, to agree, within twenty (20) days from notice to them of their selection, in choosing the third arbitrator, said arbitrators shall forthwith be discharged and two other arbitrators shall be selected as above provided and shall select the third arbitrator; and so on from time to time until some two arbitrators selected as above provided shall agree upon the third arbitrator.

The arbitrators thus chosen shall give to Grantor and Grantee written notice as to the time and place of hearing, which hearing shall be not less than ten (10) nor more than twenty (20) days thereafter, and at the time and place appointed shall proceed with the hearing unless, for some good cause of which the arbitrators shall be the judge, it shall be postponed until some later date within a reasonable time. Both Grantor and Grantee shall have full opportunity to be heard, orally and in writing, on any question thus submitted. Said arbitrators shall make their decision and award in writing and deliver a copy to both Grantor and Grantee, and shall as a part thereof decide by whom the costs of arbitration shall be borne and paid and the amount of such costs.

XXII. ASSIGNMENT - MORTGAGE - SUBLEASE

Grantee shall not assign, mortgage, sublease, pledge or otherwise encumber its rights hereunder or any part thereof, nor such portion of its working interest as affects control in operations on drilling units of which the premises included herein are a part, without the prior written consent of Grantor and only upon such terms and provisions as may be approved by Grantor. In case of any assignment or transfer the transferee shall assume in writing all of the obligations of Grantee in form to the approval of Grantor. Any such assignment, sublease, mortgage, or pledge of this agreement without the prior written consent of Grantor shall terminate this agreement, and Grantee and its successors shall have no further rights under this agreement.

XXIII. DIVISION ORDERS, ETC.

If, in the opinion of Grantor, it shall be necessary or desirable to cause division orders or other instruments directing the payment of royalty proceeds to be executed for the purpose of enabling Grantor to receive prompt payment of royalties provided for hereunder, Grantor may either (1) execute such division orders in Grantor's name, or (2) request Grantee to execute such division orders as agent for Grantor but solely for the purpose of directing and authorizing the ultimate purchaser of oil or gas to pay royalty to Grantor and for no other purpose, and Grantee shall so execute division orders if requested by Grantor. It is understood and agreed that Grantee shall be and remain the party liable and responsible for making payment to Grantor of all amounts specified in Article II hereof and that the execution of division orders as provided herein is not intended to alter such liability and responsibility of Lessee. Grantee shall indemnify and hold harmless Grantor its officers, agents, employees and affiliates, from and against any and all claims, liabilities, demands, suits, judgments and expenses that may be asserted against or incurred by Grantor in connection with any division order or other order directing and authorizing a third party to credit percentage royalties to the account of Grantor.

XXIV. SUCCESSORS AND ASSIGNS

All the exceptions, reservations and limitations, terms and provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of Grantor as their interests may appear, and the permitted assigns of Grantee.

XXV. HEADINGS FOR CONVENIENCE ONLY

The headings of the Articles in this agreement are for purposes of convenience only, and shall not be considered as limiting or expanding the subject matter therein, nor the agreement of the parties, which is contained solely within the written terms of this agreement.

XXVI. SEVERABILITY

If any provision or part of a provision of this agreement is construed as or declared to be unenforceable or

invalid, such unenforceability or invalidity shall not affect the remaining provisions and parts of provisions of this agreement and said provisions and parts thereof shall be given full force and effect as if the invalid or unenforceable provision or provisions did not exist.

WITNESS the following signatures and seals as of the date hereof.

Signed and acknowledged NORFOLK AND WESTERN RAILWAY COMPANY in the presence of:

C. F. Wills By H. L. Scott, Jr. Vice President - Operations

J. A. Arrogans Attest Joseph Pakush

Signed and acknowledged MB OPERATING CO., INC. in the presence of:

Charles A. Petty By M. B. Felder, Jr. PRESIDENT

Pauline Altman Attest: W. H. [Signature] Secretary

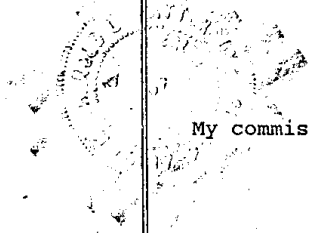
STATE OF VIRGINIA ) CITY OF ROANOKE ) ss:

BEFORE ME, a Notary Public in and for said City and State, personally appeared H. L. Scott, Jr., Vice President-Operations, and Joseph Pakush, Secretary of NORFOLK AND WESTERN RAILWAY COMPANY, the corporation which executed the foregoing instrument who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such Vice President and Secretary, in behalf of said corporation and by authority of its Board of Directors; and that said instrument is their free act and deed as such officers, respectively, and the free and corporate act and deed of NORFOLK AND WESTERN RAILWAY COMPANY.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Roanoke, Virginia, this 12th day of January, 1987.

[Signature] Notary Public

My commission expires: July 16, 1993



STATE OF Ohio )  
 ) ss:  
COUNTY OF Stark )

BEFORE ME, a Notary Public in and for said County, personally appeared M. B. Belden, Jr., President and W. Blace Smith, Secretary of MB OPERATING CO., INC., the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such President and Secretary, in behalf of said corporation; and that said instrument is their free act and deed as such officers, respectively, and the free and corporate act and deed of MB OPERATING CO., INC.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Canton, Ohio, this 10th day of December, 1982.

*Pauline Altmore*  
Notary Public

PAULINE ALTMORE  
Notary Public, State of Ohio  
My Commission Expires Mar. 3, 1987



My commission expires:

This instrument prepared by:  
J. Gary Lane  
Attorney at Law  
Roanoke, Virginia

CONSENT TO AGREEMENT

THE WHEELING AND LAKE ERIE RAILWAY COMPANY, as Lessor of all its lines of railroad and certain other property and rights to NORFOLK AND WESTERN RAILWAY COMPANY (successor by merger to The New York, Chicago and St. Louis Railroad Company), for a period of ninety-nine (99) years with the right to renew said lease for like terms perpetually under an Indenture of Lease effective December 1, 1949, recorded in Volume 96, Page 99 of the Records of Lease of Stark County, Ohio, hereby consents to the foregoing agreement between Norfolk and Western Railway Company, as successor lessee of the lines of railroad and certain other property and rights of The Wheeling and Lake Erie Railway Company, to MB Operating Co., Inc. covering rights in connection with land owned by The Wheeling and Lake Erie Railway Company and leased to Norfolk and Western Company, in Stark County, Ohio, as more fully described in the foregoing instrument dated January 12, 1982<sup>3</sup> and hereby covenants and agrees, in the event of the termination or cancellation of said lease to Norfolk and Western Railway Company prior to the expiration of the within agreement that, effective as of the date of said termination or cancellation, it will be bound by all of the terms, conditions and obligations of said agreement and shall be entitled to the rents, issues, and profits therefrom.

IN WITNESS WHEREOF, said THE WHEELING AND LAKE ERIE RAILWAY COMPANY has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by R. F. DUNLAP, its President, and JOSEPH PAKUSH, its Secretary, thereunto duly authorized at Roanoke, Virginia, this 12<sup>th</sup> day of January, 1982<sup>3</sup>.

Signed and acknowledged  
in the presence of:

THE WHEELING AND LAKE ERIE RAILWAY  
COMPANY

C. J. Wills

By R. F. Dunlap  
President

J. A. Hogans

Attest: Joseph Pakush  
Secretary

COMMONWEALTH OF VIRGINIA )  
CITY OF ROANOKE )

to-wit:

BEFORE ME, a Notary Public in and for said City,  
personally appeared R. F. DUNLAP, President and JOSEPH  
PAKUSH, Secretary, of THE WHEELING AND LAKE ERIE RAILWAY  
COMPANY, who acknowledged that the seal affixed to said  
instrument is the corporate seal of said corporation; that  
they did sign and seal said instrument as such President and  
Secretary, in behalf of said corporation; and that said  
instrument is their free act and deed as such officers,  
respectively, and the free and corporate act and deed of THE  
WHEELING AND LAKE ERIE RAILWAY COMPANY.

IN TESTIMONY WHEREOF, I have hereunto subscribed my  
name and affixed my official seal at Roanoke, Virginia, this  
12<sup>th</sup> day of January, 1983

Donald R. Johnson  
Notary Public

My commission expires:

July 16, 1983

This instrument prepared by  
J. Gary Lane  
Attorney at Law  
Roanoke, Virginia

RECEIVED FOR RECORD  
..... FEB 4 1983 .....  
at 4:01 o'clock P.M.  
RECORDED FEB 4 1983  
In Stark County Official  
Records  
Vol. 80 Page 744  
EUGENE M. FELLMETH  
RECORDER FEE 17.00



The undersigned, MB Operating Co., Inc., of 104 Sixth Street, S.W., Canton, Ohio, being first duly sworn according to law, deposes and says that Norfolk and Western Railway Company (as successor lessee of the lines of railroad and certain other properties and rights of The Wheeling and Lake Erie Railway Company under an Indenture of Lease made as of December 1, 1949), were the Lessors in a certain Oil and Gas Lease to MB Operating Co., Inc., dated January 12, 1983 and recorded February 4, 1983 in Volume 80, Page 744 of the Stark County Records;

Affiant further states that said Lease refers to a map attached fully describing the leased premises, which map was inadvertently omitted in original recording of the aforementioned Oil and Gas Lease;

Affiant further states the map attached hereto as Exhibit "A" is being recorded for the purpose of identifying the lands covered by the Oil and Gas Lease, containing 32.81 acres, more or less, being located in Sections 4, 5, 6 and 7 of Tuscarawas Township, Stark County, Ohio. Original map referred to in lease agreement is on file with Lessee at 104 Sixth Street, S.W., Canton, Ohio.

Further Affiant Saith Naught.

Signed in the presence of:

MB OPERATING CO., INC.

Diana Blackburn

By: M. B. Belden, Jr.  
M. B. Belden, Jr.,  
President

Paula Altmore

STATE OF OHIO:

INDEX	<input checked="" type="checkbox"/>
DESCP	<input checked="" type="checkbox"/>
C-REF	<input checked="" type="checkbox"/>
COMPD	<input type="checkbox"/>

COUNTY OF STARK: SS:

RECEIVED FOR RECORD  
FEB 9 1983  
at 8:30 o'clock A.M.  
RECORDED FEB 9 1983  
In Stark County Official  
Records  
Vol. 81 Page 283  
EUGENE M. FELLMETH  
RECORDER FEE \$5.00

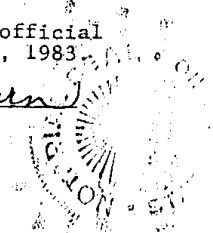
Before me, a Notary Public in and for said County and State, personally appeared the aforesaid MB OPERATING CO., INC., by M. B. Belden, Jr., its President, who acknowledged that he did sign the foregoing instrument and that same was the free act and deed of said Corporation and of him as such officer and individually.

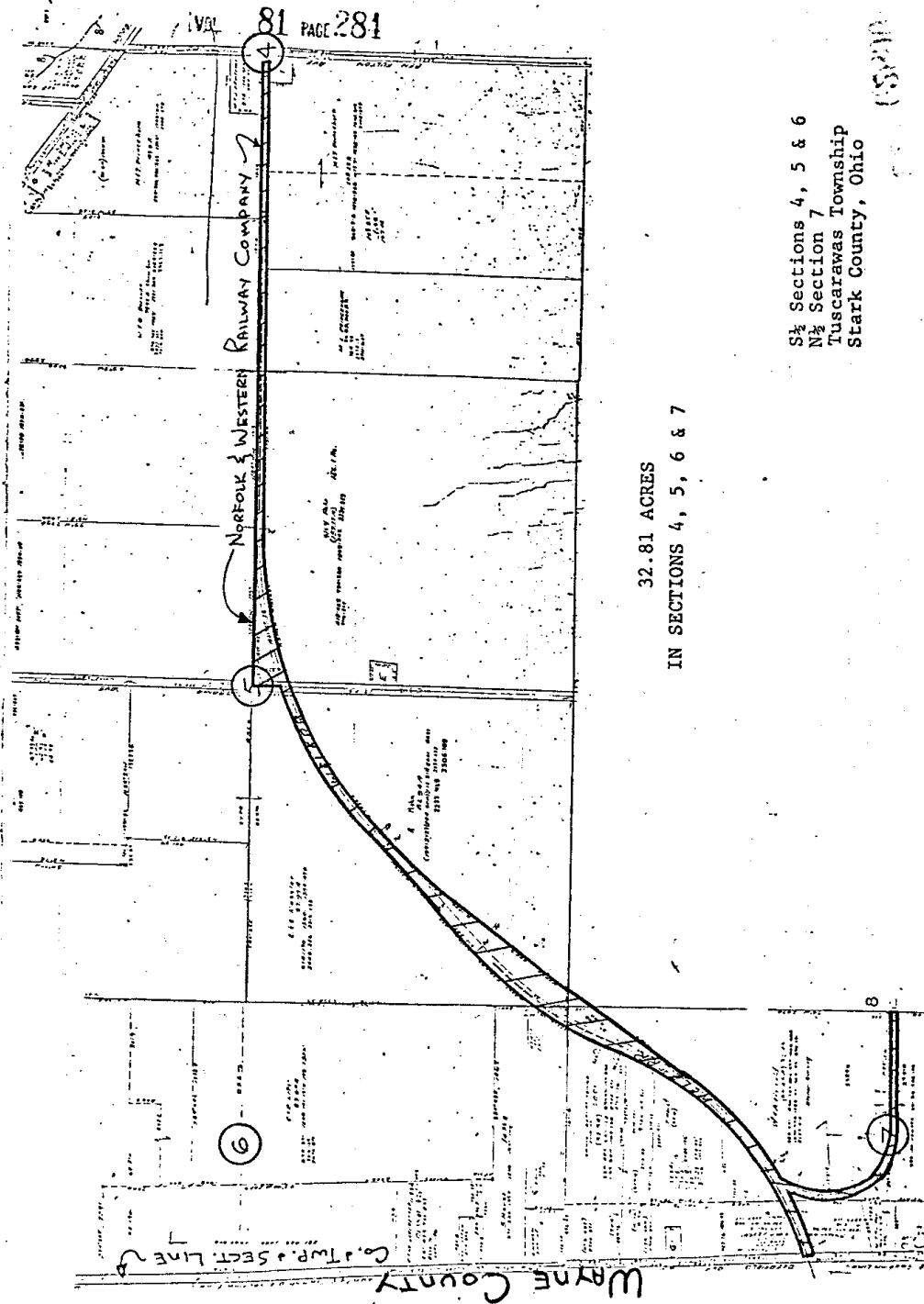
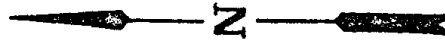
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 8th day of February, 1983.

Diana Blackburn  
Notary Public

This instrument prepared by:  
MB OPERATING CO., INC.  
Canton, Ohio

DIANA BLACKBURN  
Notary Public, State of Ohio  
My Commission Expires Mar. 2, 1987





S $\frac{1}{2}$  Sections 4, 5 & 6  
 N $\frac{1}{2}$  Section 7  
 Tuscarawas Township  
 Stark County, Ohio

(53210)

de

042376

Stark County Counterpart of 18 Counterparts

QUITCLAIM DEED

NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation, Grantor, for valuable consideration paid, grants to WHEELING & LAKE ERIE RAILWAY COMPANY, a Delaware corporation, Grantee, whose tax-mailing address is 100 First Street, Brewster, Ohio 44613, the REAL PROPERTY, comprising those lines of railway located in Huron County, Lorain County, Medina County, Wayne County, Stark County, Tuscarawas County, Carroll County, Harrison County, Jefferson County, Belmont County, Cuyahoga County, Summit County, Portage County, Wyandot County, Crawford County, Richland County, Erie County, and Geauga County, State of Ohio, more particularly described on Exhibits A through R, attached hereto and made a part hereof, hereinafter "Property."

PRIOR TITLE references for the above-described property are contained within Exhibits A-1 through R-1, attached hereto and made a part hereof.

REFERENCE is also made to those deeds described in Exhibits A-1 through R-1 for the purpose of better determining the location and dimensions of the Property, with the legal descriptions contained in such deeds being incorporated herein by reference.

REFERENCE is also made to those railway valuation maps referred to in Exhibits A through R and in Exhibits A-1 through R-1. Said valuation maps are not required to determine the location of the above-described lines of railway, but may serve the purpose of providing clarification in the future. Prints of said valuation maps shall be kept on file with a copy of this deed in the Archives of Wheeling & Lake Erie Railway Company in Pittsburgh, Pennsylvania.

TOGETHER with, in "as is, where is" condition and without any express or implied representation or warranty as to merchantability, habitability, condition or fitness for any purpose, all of Grantor's right, title, and interest in the road bed, ballast, main track, sidings, connecting and industrial tracks, depots, yards, storage and parking areas, culverts, bridges, tunnels, buildings, structures, communication and signal facilities, fixtures, and all other railway appurtenances located upon or being appurtenant to and extending from the Property.

EXPRESSLY EXCEPTED from the Property conveyed by this deed is any property to which title is vested in Virginia Holding Corporation, a Virginia

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corporation; Virginia Holding Corporation being the successor in interest to AC&Y Terminal Properties Company, Wandle Company, Nickle Plate Development, Inc., Nickle Plate Properties Company, Inc., and Pocahontas Land Corporation. If any property owned by Virginia Holding Corporation has been erroneously included in this instrument, such inclusion is a nullity and no conveyance of such property shall be considered made.

EXCEPTING any and all track material, track equipment, locomotives and other rolling stock not affixed to the Property.

SUBJECT TO ad valorem taxes for the year 1990.

SUBJECT FURTHER to all laws, ordinances, roads and highways, restrictions, conditions, easements, covenants, agreements, leases, reservations, encroachments, and rights of the public and title defects, whether or not of record .

RESERVING unto Grantor, its successors and assigns, a perpetual easement or right of way to install, construct, operate, maintain, repair, renew, replace, and remove a fiber optical communication system over, under, through, and across the Property; provided, however, that Grantee will have the right to use for its internal railroad communication purposes one hundred (100) voice channels of the portion of any such fiber optical communications system that is placed on the Property, with Grantee to bear the cost of equipment and facilities required to allow its use of such channels and with Grantee's access to such channels to be on reasonable terms, conditions, and notice. Said easement includes among other things the right to install, construct, operate, maintain, repair, renew, replace, and remove fiber optical cable, associated electronics, computer shelters, terminal facilities, connection boxes and pull boxes, and related facilities; the right to install power supply facilities; the right to attach the fiber optical cable and related facilities to existing bridges and to install it in existing tunnels; and the right of ingress and egress for access purposes. Grantor's exercising such easement will not require payments to Grantee and will be exercised in a manner which does not interfere with the rail operations of Grantee or the ability of Grantee to grant other such easements. Grantor shall notify Grantee before entry upon Grantee's property. If said easement is not used within twenty (20) years of the date of this deed, said easement will be deemed abandoned.

Intent for this deed is to transfer all property in Stark County.

IN WITNESS WHEREOF, Norfolk and Western Railway Company has caused its corporate name to be subscribed hereto by R.E.L. de Butts, its Vice President, and Dezora M. Martin, its Assistant Secretary, respectively, thereunto duly authorized by resolution of its board of directors, this 8<sup>th</sup> day of MAY, 1990.

Signed and acknowledged in the presence of:

NORFOLK AND WESTERN RAILWAY COMPANY, By

H. Burchette  
Witness

R. E. L. de Butts  
Vice President

ATTEST:

J. P. [unclear]  
Witness

Dezora M. Martin  
Assistant Secretary

This instrument prepared by:

Bruce A. Dean  
Attorney at Law  
Norfolk Southern Corporation  
185 Spring Street, S.W.  
Atlanta, Georgia 30303

BAD:lbh  
80664-Pt. 2  
5-3-90

TRANSFERRED

126.00

NOV 20 1990

WILLIAM B. BOWMAN  
STARK COUNTY, AUDITOR  
mak DEPUTY

IN COMPLIANCE WITH ORC 319.202

NOV 20 1990

WILLIAM B. BOWMAN  
STARK COUNTY, AUDITOR  
1768.00 FEE mk DEPUTY

3 -


COMMONWEALTH OF VIRGINIA  
CITY OF NORFOLK

VOL 998 PAGE 467

BE IT REMEMBERED, That on this 8th day of May, 1990,  
before me, the subscriber, a Notary Public in and for said  
Commonwealth, personally came, R. E. L. de Butts, Vice President,  
and Dezora M. Martin, Assistant Secretary, of the Norfolk and Western  
Railway Company, the Grantor in the foregoing Deed, and acknowledged the  
signing thereof to be their and its voluntary act and deed, pursuant to  
authority of its board of directors.

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

My Commission Expires December 22, 1991



T. D. BRUCE  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA

## STARK COUNTY

## I

That portion of the Norfolk and Western Railway Company (formerly The Wheeling and Lake Erie Railway Company) line of railway running between Toledo, Ohio and Terminal Junction, Ohio, comprising of railway right of way, main tracks and other appurtenant railway facilities lying and being in Stark County, Ohio and being more particularly described as follows:

Beginning at the common line of Stark and Wayne Counties, being Valuation Station 7000+18.9 on The Wheeling and Lake Erie Railway Company Valuation Map V8A/SL 1, 2 and 3 and including only Parcels 7 through 29 and that portion of Parcel 4 lying in Stark County on Valuation Map V8A/SL 1, 2 and 3, and continuing in a southeasterly direction for a distance of 62,657.8 feet to the common line of Stark and Tuscarawas Counties, being the eastern lines of Parcels 2, 3 and 5, V8/134, being Valuation Station 7626+76.7 on Valuation Map V8/134 and including only Parcels 1 through 6 on Valuation Map V8/134 and all railway parcels on Valuation Map V8A/SL 4, 5 and 6 and all railway parcels on Valuation Maps V8/128 through V8/133.

## II

That portion of the Norfolk and Western Railway Company (formerly The Wheeling and Lake Erie Railway Company) line of railway running between Beltline Junction, Ohio and Harmon, Ohio, comprising of railway right of way, main tracks and other appurtenant railway facilities lying and being in Stark County, Ohio and being more particularly described as follows:

Beginning at the common line of Stark and Portage Counties, being the northern line of Parcel 3, V2/40, being Valuation Station 2390+23.3 on The Wheeling and Lake Erie Railway Company Valuation Map V2/40 and including only Parcels 3, 4, 5 and 6 on Valuation Map V2/40, and continuing in a southeasterly direction for a distance of 149,404.1 feet to the terminus of said line of railway, being Valuation Station 3884+27.4 on Valuation Map V2/61 and including only Parcels 1 through 4 on Valuation Map V2/61 and all railway parcels on Valuation Maps V2A/1 through V2A/SL 5, 6 and 7, and all railway parcels on Valuation Maps V2/41 through V2/60, and also including those lines of railway known as Berger Switch, Aultman System, Navarre Road Branch, Asylum Switch, and Massillon Railroad.

## III

That portion of the Norfolk and Western Railway Company (formerly The Wheeling and Lake Erie Railway Company) line of railway running between Orrville Junction, Ohio and Run Junction, Ohio, also known as the Massillon Branch, comprising of railway right of way, main tracks and other appurtenant railway facilities lying and being in Stark County, Ohio and being more particularly described as follows:

Beginning at the common line of Stark and Wayne Counties, being the western lines of Parcels 5 and 6, V8B/10, being Valuation Station 497+32.1 on The Wheeling and Lake Erie Railway Company Valuation Map V8B/10 and including only

Parcels 5 through 14 on Valuation Map V8B/10, and continuing in a northeasterly direction for a distance of 66,667.9 feet to the terminus of said line of railway, which terminus is at the northerly right of way line of the Norfolk and Western Railway Company (formerly The Wheeling and Lake Erie Railway Company) line of railway running between Belt Line Junction, Ohio and Harmon, Ohio, being the southern line of Parcel 6, V8B/22 and the western line of Parcel 5, V2/60A, being Valuation Station 1164+00 on Valuation Map V8B/22 and including all railway parcels on Valuation Maps V8B/11 through V8B/24.

## IV

That portion of the Norfolk and Western Railway Company (formerly The Wheeling and Lake Erie Railway Company) line of railway running between Canton, Ohio and Sherrodsville, Ohio, also known as the Carrollton Branch, comprising of railway right of way, main tracks and other appurtenant railway facilities lying and being in Stark County, Ohio and being more particularly described as follows:

Beginning at the junction with the Norfolk and Western Railway Company (formerly The Wheeling and Lake Erie Railway Company) line of railway running between Belt Line Junction, Ohio and Harmon, Ohio, being at Parcels 36, 37 and 38 on The Wheeling and Lake Erie Railway Company Valuation Map V2A/2, being Valuation Station 3162+14.1 on Valuation Map V2A/8, being equivalent to Valuation Station 0+00 on Valuation Map V2A/8, which said Valuation Station 0+00 is four feet west of the point of switch for said line of railway and is located in Lot 1708, lying west of the intersection of 4th Street and Sterling Avenue in Canton, Ohio, and continuing in a southeasterly direction for a distance of 77,663.1 feet to the common line of Stark and Carroll Counties, being the southern line of Parcel 2, V4/13, being Valuation Station 776+63.1 on Valuation Map V4/13 and including only Parcels 1 and 2 on Valuation Map V4/13 and all railway parcels on Valuation Maps V2A/8 through V2A/9A and all railway parcels on Valuation Maps V4/1 through V4/12 and all railway parcels on Valuation Maps V4A/1 through V4A/4, and also including those lines of railway known as Metropolitan No. 6 Switch, Belden Switch, and Canton and Waynesburg Branch.

## V

That portion of the Norfolk and Western Railway Company (formerly The Wheeling and Lake Erie Railway Company) line of railway running between Wayco, Ohio and Nimishillen Creek, Ohio, known as the Canton Belt Line, comprising of railway right of way, main tracks and other appurtenant railway facilities lying and being in Stark County, Ohio and being more particularly described as follows:

Beginning at the point of switch with the Norfolk and Western Railway Company (formerly The Wheeling and Lake Erie Railway Company) line of railway known as the Carrollton Branch, being at Parcel 16 on The Wheeling and Lake Erie Railway Company Valuation Map V2A/9, being Valuation Station 84+50.2 on Valuation Map V2A/9, being equivalent to Valuation Station 0+58.9 on Valuation Map V2A/10, and continuing in a northeasterly direction for a distance of 19,701.1 feet to the common line of Plain Township and Nimishillen Township, being the eastern lines of Parcels 3, 4 and 7, V2A/13, being Valuation Station 197+60 on Valuation Map V2A/13 and including all railway parcels on Valuation Maps V2A/10, V2A/11, V2A/12 and V2A/13.



## EXHIBIT E-1

## STARK COUNTY

## W&amp;LE Valuation Map V8A/SL 1, 2, &amp; 3

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
4,7,8	Jun. 1, 1906	William Budd	155/189
9,10,11	Jun. 10, 1907	James W. Warwick	469/380
12	Mar. 25, 1908	Darius Blacksten	466/324
13	Jun. 10, 1907	James W. Warwick	469/380
14,15	Dec. 20, 1905	Christian Graber	447/414
16,17,18	Oct. 31, 1906	" "	527/571
19	Apr. 20, 1906	John Bimeler	463/465
20	Aug. 4, 1909	Christian Graber	489/411
21,22	Jan. 15, 1906	Anson O. McFarren	447/416
23	Jan. 10, 1906	Sarah Boughman et al	447/409
23	Jan. 10, 1906	Marquis L. Boughman exr.	447/410
23	Apr. 5, 1906	Elizabeth Boughman	447/550
23	" " "	Nathan Moffit, GDN	447/551
24,25	Jan. 15, 1906	Anson O. McFarren	447/416
26	Jan. 5, 1906	S. W. Ricksecker	447/413
27	Dec. 20, 1905	M. A. Boughman	447/407
27	" " "	Daniel Boughman	485/290
28	" " "	M. A. Boughman	447/407
28	" " "	Daniel Boughman	485/290
29	" " "	Homer I. Boughman	447/408
29	" " "	Daniel Boughman	485/290

## W&amp;LE Valuation Map V8A/SL 4, 5, &amp; 6

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Dec. 20, 1905	M. A. Boughman	447/407
1	" " "	Daniel Boughman	485/290
2	" " "	M. A. Boughman	447/407
2	" " "	Daniel Boughman	485/290
3	" " "	Homer I. Boughman	447/408
3	" " "	Daniel Boughman	485/290
4	" " "	Homer I. Boughman	447/408
4	" " "	Daniel Boughman	485/290
5,6,7	Jan. 15, 1906	G. C. McFarren	447/515
8	Nov. 19, 1915	The Bimeler Land Co.	587/97
9	May 22, 1916	" " " "	598/80
10,11	Oct. 31, 1916	" " " "	603/100
12	Dec. 22, 1905	E. D. Boughman	447/411
12	May 14, 1906	R. F. Wilson, Sheriff	455/77
13	Dec. 22, 1905	E. D. Boughman	447/411
13	May 14, 1906	R. F. Wilson, Sheriff	455/77
14	Dec. 22, 1905	E. D. Boughman	447/411
14	May 14, 1906	R. F. Wilson, Sheriff	455/77
15	May 21, 1909	The Bimeler Land Co.	485/333
15	May 22, 1909	C. C. Needham	485/340
16	May 21, 1909	The Bimeler Land Co.	485/333
16	May 22, 1909	C. C. Needham	485/340
17	May 20, 1906	The Bimeler Land Co.	461/272
17	May 14, 1906	R. F. Wilson, Sheriff	455/77
18	May 20, 1906	The Bimeler Land Co.	461/272
18	May 14, 1906	R. F. Wilson, Sheriff	455/77
19	May 20, 1906	The Bimeler Land Co.	461/272

W&LE Valuation Map V6A/SL 4, 5, & 6  
(Cont.)

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
19	May 14, 1906	R. F. Wilson, Sheriff	455/77
4,6	Oct. 1, 1910	The Massilon Elm Run Coal Co	543/25
20	Apr. 13, 1906	Jacob Leifer	461/273
21	Aug. 19, 1882	" "	289/163
22,23	Apr. 13, 1906	Jacob Leifer	461/273
24	Apr. 25, 1906	Jane B. Wilhelm	463/429
25	Apr. 24, 1906	Z. Boughman	463/428
14,19,2	Mar. 4, 1949	The Wandle Co.	1807/20
4,6	Mar. 4, 1949	The Wandle Co.	1807/20
26,28	Jul. 27, 1906	J. Kutscher	462/207
27,29	Sep. 1, 1906	Amanda Shetler et al	455/543
30,31	Dec. 29, 1906	William A. Nichols	463/542
32	Jul. 15, 1909	Z. Boughman	487/322
33	Jul. 15, 1909	G. C. McFarren	487/323
34	Apr. 24, 1906	Z. Boughman	463/428
35	May 31, 1906	G. C. McFarren	461/251
36	May 31, 1906	M. E. Kalp	463/427
37,38,39	Oct. 10, 1916	M. E. Kalp	602/537
40	Sep. 9, 1919	Brewster Village	
41	Sep. 25, 1919	Bimeler Land Co.	684/262
43	May 22, 1964	E. W. & R. Garl	3008/158
44	Jun. 25, 1964	E. Swank, et ux	3011/111

## W&amp;LE Valuation Map V8/128 -

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1,2,3,4	Jun. 2, 1906	Amos L. Kalp	461/252
5,7	Jun. 5, 1906	J. F. Grossklaus	461/249
6	May 24, 1906	Wm. Allen	463/430
8	May 26, 1906	R. C. Slutz	463/432
9	Jul. 7, 1906	J. Warwick et al	31/302
10	May 29, 1906	W. M. Lonas	463/431

## W&amp;LE Valuation Map V8/129

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	May 29, 1906	W. M. Lonas	463/431
2	Mar. 8, 1917	W. M. Lonas	618/423
3	May 26, 1906	R. C. Slutz	463/432
4	Jun. 5, 1906	M. Zinsmaster	461/248
5	Nov. 9, 1911	M. Zinsmaster	541/22

## W&amp;LE Valuation Map V8/130

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jun. 5, 1906	M. Zinsmaster	461/248
2	Mar. 31, 1906	Henry Steinbach	463/433

W&LE Valuation Map V8/130  
(Cont.)

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
3	Apr. 24, 1906	John Hensel	463/435
4,5	May 19, 1906	John Hensel	463/434
6	May 19, 1906	S. F. Lonas et al	461/246
7	Mar. 23, 1906	Mary M. Nichols	463/436
8,9,10	Mar. 20, 1906	Wm. L. Bennett(Exec) et al	461/244
11	Jul. 22, 1909	Wm. Bennett et al	487/372
12	May 2, 1906	Sylvanus Bollinger	463/437
13,14	Sep. 16, 1926	R. F. Scheufler	902/24
15	Jun. 1, 1953	Albert Feucht et ux	2167/457

## W&amp;LE Valuation Map V8/131

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	May 2, 1906	Sylvanus Bollinger	463/437
2	May 8, 1906	S. Wagner et al	463/438
3	Apr. 24, 1906	A. B. Mase	463/439
4	Mar. 31, 1906	Lucy Eckroate	463/440
5	Mar. - 1906	James Agnes	463/441
5	Apr. 14, 1916	Walter Agnes et al	597/331
6	" " "	James Agnes	597/328
6	" " "	Walter Agnes et al	597/331
7	" " "	James Agnes	597/328
7	" " "	Walter Agnes et al	597/331
8	" " "	James Agnes	597/328
8	" " "	Walter Agnes et al	597/331

## W&amp;LE Valuation Map V8/132

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Mar. - 1906	James Agnes	463/441
1	Apr. 14, 1916	Walter Agnes et al	597/331
2	" " "	James Agnes	597/328
2	" " "	Walter Agnes et al	597/331
3	" " "	James Agnes	597/328
3	" " "	Walter Agnes et al	597/331
4	" " "	James Agnes	597/328
4	" " "	Walter Agnes et al	597/331
5	May 23, 1906	Andrew Bixler	461/243
6	Apr. 14, 1916	" "	597/336
7	May 5, 1906	Nicholas Haberli	463/442
8	Nov. 6, 1906	" "	473/73
9	May 23, 1906	Andrew Bixler	461/243
10	May 23, 1906	Cyrus Bixler	461/241

## W&amp;LE Valuation Map V8/133

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	May 23, 1906	Cyrus Bixler	461/241
2	Apr. 28, 1906	C. K. Fogle et al	46/236
3	Oct. 20, 1906	" " "	497/433
4	Jun. 23, 1911	John O. Lash et al	525/419
4	Aug. 9, 1911	Geo. A. Lash (Guard)	525/421
5	Oct. 20, 1906	C. K. Fogle et al	497/433
6,7	Apr. 28, 1906	" " "	461/236
8	Apr. 5, 1882	John M. Parks	183/397
8	Apr. 20, 1882	Catherine Martin	183/398
9	Apr. 5, 1882	John M. Parks	183/397
9	Apr. 20, 1882	Catherine Martin	183/398
10	Apr. 28, 1906	C. K. Fogle et al	461/236
11	Mar. 17, 1917	Milford Bixler	618/625
12,13	Apr. 28, 1906	C. K. Fogle et al	461/236
14	Apr. 5, 1882	John M. Parks	183/397
14	Apr. 20, 1882	Catherine Martin	183/398
15,16	Mar. 17, 1917	Milford Bixler	618/625
17	Aug. 27, 1915	John F. Lash et al	576/569
18	Apr. 28, 1906	C. K. Fogle et al	461/236
19	Apr. 5, 1882	Daniel Lash	183/356
20	Aug. 27, 1915	John F. Lash et al	576/569
21	Apr. 5, 1882	John M. Parks	183/397
21	Apr. 20, 1882	Catherine Martin	183/398
22	Apr. 5, 1882	John M. Parks	183/397
23	Jan. 27, 1943	State of Ohio	73/508

## W&amp;LE Valuation Map V8/134

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Apr. 5, 1882	John M. Parks	183/397
1	Apr. 20, 1882	Catherine Martin	183/398
2	Apr. 6, 1882	Jacob Lash	183/349
3	May 8, 1897	Jacob Lash	347/547
4	Dec. 22, 1900	Jacob Lash et al	367/539
5	May 8, 1897	Jacob Lash et al	347/547
6	Dec. 22, 1900	Jacob Lash et al	367/539

## W&amp;LE Valuation Map V8B/10

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
5	Sep. 14, 1881	John Sergeant	183/417
6	Nov. 8, 1882	John Shaub	183/374
7	Jul. 28, 1884	James Fry	439/272
8,9	May 22, 1905	Emma Ackerman	443/69
10	Dec. 4, 1899	Emma Ackerman	371/360
11	Jan. 2, 1900	Jacob F. Hess	371/457
12,13	Oct. 19, 1882	David B. Horst	183/373
14	Dec. 9, 1899	Martin Brubaker	371/342

## W&amp;LE Valuation Map V8B/10A

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Aug. 15, 1894	Emma Ackerman	315/503
2,3	Mar. 20, 1916	C&B Clay Co.	618/467

## W&amp;LE Valuation Map V8B/10B

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jul. 7, 1894	J. McMillen	315/254
2	Aug. 7, 1894	Robert Vantine	315/530
3	Aug. 7, 1894	Frank Bowers	315/529
4	Aug. 7, 1894	Henry Bowers	315/533
5	Aug. 8, 1894	A. Lincoln Young	315/531

## W&amp;LE Valuation Map V8B/11

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1,2	Oct. 19, 1882	David B. Horst	183/373
3	Dec. 9, 1899	Martin Brubaker	371/342
4	Oct. 19, 1882	Charles W. Hertz	183/372
5,6	May 4, 1882	Joseph Eckroade	183/325

## W&amp;LE Valuation Map V8B/12

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	May 4, 1882	Joseph Eckroade	183/325
2	Jun. 13, 1881	Samuel M. Anderson	183/416
3	May 4, 1882	John Anderson	183/326
4	May 4, 1882	Samuel Reinoehl	183/328

## W&amp;LE Valuation Map V8B/13

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	May 4, 1882	Samuel Reinoehl	183/328
2	Aug. 22, 1882	Louisa Reinoehl et al	183/333
3	Aug. 16, 1916	John F. Reinoehl et al	603/175
4	Sep. 23, 1882	Jacob Reinoehl et al	183/371
5	Aug. 22, 1882	Jacob Lutz	183/321
6	Aug. 22, 1882	Michael Riggle	183/322

## W&amp;LE Valuation Map V8B/14

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Aug. 22, 1882	Michael Riggle	183/322
2	Aug. 22, 1882	Samuel Miller	183/323
3	Aug. 22, 1882	Cornelius Clapper	183/375
4	Oct. 23, 1882	Samuel Miller et al	183/421
5	Oct. 30, 1882	Henry Foltz	183/376

## W&amp;LE Valuation Map V8B/15

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Oct. 30, 1882	Henry Foltz	183/376
2	Aug. 22, 1882	Samuel Miller	183/324
3,4	None	None	No Record
5	Oct. 24, 1882	John Warwick	183/337
6	Aug. 25, 1881	F. C. Sibila et al	No Record
7	Feb. 21, 1891	The Sippo Coal Co.	273/20
8	Nov. 8, 1882	Abraham Bowman	183/377
9	Feb. 21, 1891	The Sippo Coal Co.	273/20
10	Oct. 15, 1971	J. W. Houck et ux & A. E. Houck et ux	3553/557

## W&amp;LE Valuation Map V8B/16

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Nov. 8, 1882	Abraham Bowman	183/377
2,3	Sep. 20, 1882	Lydia A. Kersteller et al	183/379
4,5	Sep. 20, 1882	Peter Schales, Sr.	183/380
6	Jun. 6, 1881	Jonathan Johnson	183/417
7	Oct. 24, 1882	Mathias Ertle	183/381
8	None	None	No Record
9	Mar. 18, 1882	Nicholas Ripple	183/318
10	Oct. 24, 1882	John Becker	183/387
11	Oct. 20, 1882	Peter Gehres	183/386
12	Apr. 6, 1882	Ezekiel Keller	183/336
13	Oct. 24, 1882	Jacob Paul	183/388

## W&amp;LE Valuation Map V8B/17A

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jul. 16, 1929	State of Ohio	LB 42/279
2,3	Jun. 3, 1929	Massillon Belt Ry.	1028/533

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Unknown	Unknown	Unknown
2	Feb. 21, 1891	The Sippo Coal Co.	273/20
3	Aug. 29, 1882	Wm. F. Ricks	183/409
4,5,6	Jan. 24, 1882	Chas. E. Jarvis	183/329
7,8	Aug. 29, 1882	Wm. F. Ricks	183/409
9,10	Aug. 28, 1882	Wm. F. Ricks	183/406
11	Sep. 5, 1882	Henry Klein	183/382
12	Dec. 23, 1881	C.T.V.&W. Ry. Co.	C.R.G./1
13	Apr. 1, 1882	Ernest Fletemeyer	183/330
14,15	Dec. 23, 1881	C.T.V.&W. Ry. Co.	C.R.G./1
16	Aug. 29, 1882	Wm. F. Ricks	183/413
17	Jul. 2, 1884	City of Massillon	Ordinance
17	Dec. 3, 1883	C.L.&W. Ry. Co.	Agreement
18	Aug. 29, 1882	Wm. F. Ricks	183/413
19	Oct. 5, 1882	J. R. Dunn, Adm'r	183/383
20	Dec. 23, 1881	C.T.V.&W. Ry. Co.	C.R.G./1
21	Jul. 18, 1914	C.L.&W. Ry. Co.	564/33
22	Nov. 15, 1881	Thos. McCullough et al	179/464
23	Oct. 20, 1882	Thos. McCullough et al	183/385
24	Dec. 14, 1897	Silas A. Conrad	349/237
24	Dec. 23, 1897	R. W. McCaughey Adm'r	349/238
25	Feb. 6, 1883	P. G. Albright	183/533
25	Apr. 25, 1883	C. K. Garrison	183/535
26	Feb. 6, 1883	P. G. Albright	183/533
26	Apr. 25, 1883	C. K. Garrison	183/535
27	Feb. 6, 1883	P. G. Albright	183/533
27	Apr. 25, 1883	C. K. Garrison	183/535
28	Jul. 11, 1882	Volcano Furnace Co.	C.R.N2/127
29	May 11, 1915	W. R. Harrison	No Record
30	Nov. 20, 1939	City of Massillon	Ord. 3915
31	Aug. 30, 1962	United States Gov.	2899/262
32	Aug. 30, 1962	United States Gov.	2899/262
33A	Aug. 30, 1962	United States Gov.	2899/262
33B	Aug. 30, 1962	United States Gov.	2899/262
33C	Aug. 30, 1962	United States Gov.	2899/262
34	Aug. 30, 1962	United States Gov.	2899/262
35 & 35A	Aug. 30, 1962	United States Gov.	2899/262
36B	Aug. 30, 1962	United States Gov.	2899/262
37,38	Feb. 19, 1946	M.C.A. Sign Co.	1561/459
39,40	Aug. 30, 1962	United States Gov.	2899/262
41	May 19, 1942	City of Massillon	Ord. 4414
42,43	Oct. 16, 1956	Massillon Paper Co.	2425/305
45	Jul. 11, 1961	The Ekco Fnd. Inc.	3010/233
35A	Aug. 30, 1962	United States Gov.	2899/256
44,35,	Feb. 1, 1966	Baltimore & Ohio RR Co.	3148/534
35A, Pts.	" " "	" " "	3148/534
36B	" " "	" " "	3148/534
46,47,48	Unknown	State of Ohio	Unknown

## W&amp;LE Valuation Map V8B/SL 18

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jul. 11, 1882	Volcano Furnace Co.	C.R. N2/127
2	Jun. 30, 1882	Mary M. Metzger	183/391
2	Jul. 1, 1882	Anna M. Runser et al	183/389
2	Jul. 24, 1882	Anna M. Runser Gd'n.	183/392
3	Jun. 30, 1882	Mary M. Metzger	183/391
3	Jul. 1, 1882	Anna M. Runser et al	183/389
3	Jul. 24, 1882	Anna M. Runser Gd'n.	183/392
4	Dec. 14, 1897	William F. Ricks, Trustee	349/243
5	Jun. 27, 1882	Louisa M. Ehret et al	183/394
5	Jun. 27, 1882	John A. Kegler, Gd'n.	183/396
6,7	Mar. 25, 1893	Adam Bender et al	C.R.S/174
8	Jun. 27, 1882	John A. Kegler et ux	183/366
9	Oct. 14, 1882	Frederick Albright et ux	183/364
10	Dec. 14, 1897	William F. Ricks, Trustee	349/243
3,11,12	Aug. 30, 1962	United States Gov.	2899/262
13	Oct. 16, 1956	Masillon Paper Co.	2524/305
49	Sep. 17, 1984	City of Massillon	52/136

## W&amp;LE Valuation Map V8B/SL 19

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Oct. 14, 1882	Frederick Albright et ux	183/364
2	Dec. 14, 1897	William F. Ricks, Trustee	349/243
3	Oct. 24, 1882	John Albrecht	183/362
4	May 13, 1882	Jacob Umbenhower	183/369
5,6	Nov. 3, 1915	Hazel U. Graham	586/335
7	Dec. 14, 1897	William F. Ricks, Trustee	349/243

## W&amp;LE Valuation Map V8B/SL 20

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	May 13, 1882	Jacob Umbenhower	183/369
2,3	Nov. 3, 1915	Hazel U. Graham	586/335
4	Apr. 20, 1882	Jacob Englehart	183/368
5	Jun. 20, 1882	Jacob Knobloch	183/365
6,7,8	May 1, 1915	Flora E. McEwin	575/551
9,10,11	Jul. 18, 1914	C.L. & W. Ry. Co.	564/33
12,13	Oct. 20, 1903	The Warwick Co.	468/177
1202c/22			

## W&amp;LE Valuation Map V8B/SL 21

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1,2,3	Oct. 20, 1903	The Warwick Co.	468/177
4,5	May 10, 1906	The Warwick Co.	455/97
6	Aug. 12, 1893	W. K. L. Warwick, et al	315/327



W&LE Valuation Map V8B/SL 22

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<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Aug. 12, 1893	W. K. L. Warwick, et al	315/327
2	Apr. 20, 1882	John Nofsinger	183/341
3,4	Jan. 23, 1909	John Nofsinger	489/130
5,6	Mar. 20, 1909	T. C. Leiter et al	485/187

W&LE Valuation Map V2/40

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
3	Feb. 21, 1884	Henry Agne	202/364
4	Apr. 1, 1885	Andrew Bowers	625/69
5	Apr. 1, 1885	Daniel Andrews	625/70
6	May 7, 1881	Enoch Price	183/1

W&LE Valuation Map V2/41

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	May 7, 1881	Enoch Price	183/1
2	May 7, 1881	Solomon M. Miller	183/2
3	None	None	None
4	Dec. 8, 1881	Andrew Brumbaugh	183/5
5	Dec. 14, 1881	William Wagner	183/4
6	Nov. 24, 1881	Washington J. Keiser	183/6
7	Dec. 14, 1881	Joseph B. Moore	183/7
8	Oct. 28, 1943	Congress Lake Co.	1415/269

W&LE Valuation Map V2/42

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Nov. 24, 1881	Washington J. Keiser	183/6
2	Dec. 14, 1881	Joseph B. Moore	183/7
3	Nov. 24, 1881	Daniel Baum	183/9
4	Dec. 13, 1881	Samuel Kype	183/10
5	Nov. 25, 1881	Geo. Machamer	183/11
6	" " "	" " " et al.	183/13
7	Dec. 8, 1881	Daniel Baum	183/14
8	Nov. 28, 1881	Cyrus Hartman	183/16
9	Jan. 9, 1882	Peter Shoellenberger	183/15
10	Nov. 28, 1881	Henry Goetz	183/19
11	Jun. 28, 1880	Amelia Nidich	183/20
12	Jan. 12, 1882	Samuel Machamer	183/17
13	May 26, 1880	Peter Lilly	183/21
14	Jun. 5, 1912	Catherine Wale	533/554
15	" " "	Daniel L. Brumbaugh	533/552
16	None	None	None
17	Apr. 4, 1881	Louvina Machamer	183/22
18	Jun. 5, 1912	Hiram Keller	533/553

## W&amp;LE Valuation Map V2/43

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	None	None	None
2	Apr. 4, 1881	Louvina Machamer	183/22
3	Jun. 5, 1912	Hiram Keller	533/553
4	Jun. 15, 1881	Samuel S. Geib	183/23
5	Mar. 31, 1913	John Folmer	551/237
6	Nov. 28, 1881	" " "	183/24

## W&amp;LE Valuation Map V2/44

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Mar. 31, 1913	John Folmer	551/237
2	Nov. 28, 1881	" " "	183/24
3	Mar. 31, 1913	Sarah Royer	551/236
4	Nov. 28, 1881	Urias Royer	183/26
5	Nov. 28, 1881	Amos White	183/27
6	Nov. 25, 1881	Geo. Bixler	183/28

## W&amp;LE Valuation Map V2/45

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Nov. 25, 1881	Geo. Bixler	183/28
2	Nov. 25, 1881	Andrew Carper	183/30
3	" " "	John Carper	183/31
4	Sep. 9, 1880	Jacob Schwartz	CR F/48

## W&amp;LE Valuation Map V2/46

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Sep. 9, 1880	Jacob Schwartz	CR F/48
2	Sep. 13, 1880	Christian Wingert	CR F/48
3	Jan. 19, 1882	Geo. Wise et al.	183/36
4	Dec. 9, 1881	Andrew Christ	183/32
5	Apr. 15, 1898	Diamond Portland Cement Co.	353/138
6	Dec. 9, 1881	Hiram H. House1	183/34
7	Jan. 13, 1882	John Pontius	183/35
8,9	Feb. 1, 1924	Diamond Portland Cement Co.	832/77
10	Aug. 26, 1943	" " " "	1415/121
11	Nov. 12, 1948	" " " "	1763/255

## W&amp;LE Valuation Map V2/47

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jan. 13, 1882	John Pontius	183/35
2	Dec. 9, 1881	Hiram H. House1	183/34
3	Jan. 19, 1882	Geo. Wise et al.	183/36
4	Oct. 7, 1929	H. N. Firestone	1031/345
5,6	May 2, 1930	First Nat Bk of Canton	1044/333
7	Sep. 13, 1929	E. C. Baker	1030/213

## W&amp;LE Valuation Map V2/48

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jan. 19, 1882	Geo. Wise et al.	183/36
2	Mar. 27, 1896	Henry N. Firestone	335/242
3	Dec. 9, 1881	William Warsheler	183/39
4	Aug. 2, 1882	Michael Holtz	281/500
5	Oct. 7, 1929	H. N. Firestone	1031/345

## W&amp;LE Valuation Map V2/49

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Aug. 2, 1882	Michael Holtz	281/500
2	Dec. 10, 1881	Jacob E. Essig	183/40
3	Jan. 5, 1882	Jacob Shenabarger	183/41
4	Dec. 10, 1881	John A. Essig	183/43
5	Jul. 27, 1880	Geo. Lesher	CR F/48

## W&amp;LE Valuation Map V2/50

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jul. 27, 1880	Geo. Lesher	CR F/48
2	Dec. 10, 1881	William Spangler	183/44
3	Jul. 27, 1880	John L. Spangler	183/45

## W&amp;LE Valuation Map V2/51

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jul. 27, 1880	John L. Spangler	183/45
2	Jan. 5, 1882	Elizabeth Hissner	183/46
3	Jan. 10, 1882	Hiram Sell	183/48
4	Dec. 10, 1881	Conrad Ruehl	399/418
5	Jan. 5, 1882	Michael Miller	183/50
6	Dec. 31, 1881	Jacob Baum	183/51

## W&amp;LE Valuation Map V2/52

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Dec. 31, 1881	Jacob Baum	183/51
2	Jan. 13, 1882	Eve Spangler	183/52
3	Jan. 5, 1882	Jacob Harman	183/55
4	Dec. 20, 1880	Sarah A. Fullmer et al.	183/56
5	Jan. 21, 1882	Elmira F. Douds	183/58
6	Jan. 21, 1882	Simon Rupert	183/59

## W&amp;LE Valuation Map V2A/1

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jan. 21, 1882	Simon Rupert	183/59
2	Apr. 6, 1882	Margaret C. Hershey	183/146
3	Apr. 3, 1882	Joseph Reed	183/149
4	Jan. 30, 1882	Catherine Buckius	183/147
5	Jan. 11, 1882	William W. Reed	183/60
6	Jan. 30, 1882	Eliza Leutzenheiser	183/62
7	" " "	Mary A. Rex	183/63
8	May 10, 1880	City of Canton	OR 2/70
8	Dec. 27, 1880	" " "	OR 2/89
9	Sep. 27, 1880	Stark Co. Agricultural Soc.	CR F/16
10	Aug. 28, 1880	Peter Sohulen	183/65
11, 12	Aug. 19, 1880	Joseph Heinry	183/66
13	Aug. 30, 1880	Michael Kister	183/67
14	Aug. 18, 1880	Conrad Peter	183/68
15	" " "	Phillip Hambert	183/69
16	May 14, 1881	Mich. Mutual Life Ins. Co.	183/71

## W&amp;LE Valuation Map V2A/1A

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jan. 6, 1909	Stark Electric Ry. Co.	None
2	Feb. 1, 1909	City of Canton	OR 6/516
3	Jan. 6, 1909	Stark Electric Ry. Co.	None
4, 5	Feb. 26, 1909	Stark County Comm.	497/66
6	Feb. 27, 1909	Lenus A. Auer	481/586
6	Mar. 4, 1909	" " " Guard.	497/70
7	Mar. 1, 1909	Geo. H. Leggett	481/585
8	Feb. 1, 1909	City of Canton	OR 6/516
9	Feb. 27, 1909	Geo. H. Leggett	481/584
9	Jun. 9, 1910	LuLu B. Harding	491/201
10	Feb. 27, 1909	Geo. H. Leggett	481/584
11	Mar. 18, 1909	Berger Mfg. Co.	497/68
12	Jul. 22, 1912	City of Canton	OR 7/527
13	Jun. 4, 1934	Harvey Loehr Lumb. Co.	1110/406
14, 15, 16	Dec. 30, 1942	Wandle Co.	1396/172
17, 18	Dec. 30, 1942	Wandle Co.	1396/172

## W&amp;LE Valuation Map V2A/2

PARCEL	DATE	GRANTOR	DEED BOOK/PAGE
1	May 14, 1881	Mich. Mutual Life Ins. Co.	183/71
2	Sep. 11, 1880	Washington Reeves	183/72
3	Aug. 18, 1880	Frederick Vogelsang	183/73
4	May 10, 1880	City of Canton	OR 2/70
4	Dec. 27, 1880	City of Canton	OR 2/89
5,6	Jul. 7, 1881	Benedict Dannemiller	183/74
7	Sep. 20, 1881	John Maag	183/76
8,9,10	Aug. 9, 1880	Louis Schaeffer	None
11	Aug. 14, 1890	H. A. Kennedy	277/486
12	May 10, 1880	City of Canton	OR 2/70
12	Dec. 27, 1880	" " "	OR 2/89
13	May 10, 1880	" " "	OR 2/70
13	Dec. 27, 1880	" " "	OR 2/89
14	May 10, 1880	" " "	OR 2/70
14	Dec. 27, 1880	" " "	OR 2/89
15	May 10, 1880	" " "	OR 2/70
15	Dec. 27, 1880	" " "	OR 2/89
16	May 10, 1880	" " "	OR 2/70
16	Dec. 27, 1880	" " "	OR 2/89
17	May 10, 1880	" " "	OR 2/70
17	Dec. 27, 1880	" " "	OR 2/89
18	May 9, 1881	C. G. Patterson	183/77
19	" "	" " "	183/78
20	Aug. 20, 1880	Conrad Bomm	183/79
21	Oct. 5, 1880	David Rank	183/80
22,23	Oct. 17, 1910	Com. Pleas Ct. Stark Co.	CR 20527
24	Dec. 8, 1884	John Jr. & James Robbins	234/98
25	Mar. 30, 1882	John Willis et al.	183/144
26	May 9, 1881	C. G. Patterson	183/81
27	Apr. 10, 1903	L&F Alexander	408/552
27	May 22, 1903	C. C. Needham	408/553
28	Aug. 20, 1880	J. R. Bucher et al.	183/82
29	Apr. 27, 1908	Penna Co.	None
30	Jul. 7, 1881	Benedict Dannemiller	183/74
31	May 12, 1903	Joseph Weaver et al.	415/361
31	Jun. 13, 1903	Florence S. Weaver	391/353
32	Mar. 30, 1882	John Willis et al.	183/144
33	May 12, 1903	Joseph Weaver et al.	415/361
33	Jun. 13, 1903	Florence S. Weaver	391/353
34	May 9, 1881	C. G. Patterson	170/576
34	Mar. 12, 1880	Warren B. Duods	174/122
34	Mar. 19, 1880	Alonzo T. Douds	174/120
35	Jan. 20, 1880	City of Canton	OR 2/53
36	Sep. 15, 1881	Michael Adler	183/83
37	Dec. 31, 1904	CT&VRR Co.	LR 18/569
38	Sep. 11, 1880	Lewis J. Wise. et al.	183/84
39	Mar. 24, 1903	Conrad Heimer	408/549
40	Apr. 3, 1903	Geo. W. Butler	408/548
41	Mar. 14, 1903	Geo. W. Shearer	408/550
42	Sep. 27, 1887	Arthur Boylan	234/102
43	Oct. 7, 1887	Geo. S. Lucas	240/399
44	Sep. 7, 1887	Arthur Boylan	234/96
45	Mar. 17, 1903	John T. Blake	408/551
46	Oct. 1, 1887	Fernan Jahn	234/99
47	Dec. 15, 1903	Allen Cook	420/172
48	Sep. 23, 1929	City of Canton	OR 14/54
49	Feb. 11, 1880	Willis Benskin & Co.	CR 51512
50	May 2, 1933	Katharine Wallace	1094/326
51	Apr. 24, 1933	Fannie Cohon	1094/281
64	Dec. 20, 1948	City of Canton	OR 3247/48
66	Aug. 28, 1959	Red Head Oil Co.	2669/426

## W&amp;LE Valuation Map V2A/SL-2

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	May 14, 1881	Mich. Mutual Life Ins. Co.	183/71
2	Sep. 11, 1880	Washington Reeves	183/72
3	Aug. 18, 1880	Frederick Vogelgesang	183/73
4	May 10, 1880	City of Canton	OR 2/70
4	Dec. 27, 1880	" " "	OR 2/89
5,6	Jul. 7, 1881	Benedict Dannemiller	183/74
7	Sep. 20, 1881	John Maag	183/76
8,9,10	Aug. 9, 1880	Louis Schaeffer	None
11	Aug. 14, 1890	H. A. Kennedy	277/486
12	May 10, 1880	City of Canton	OR 2/70
12	Dec. 27, 1880	" " "	OR 2/89
13	May 10, 1880	" " "	OR 2/70
13	Dec. 27, 1880	" " "	OR 2/89
14	May 10, 1880	" " "	OR 2/70
14	Dec. 27, 1880	" " "	OR 2/89
15	May 10, 1880	" " "	OR 2/70
15	Dec. 27, 1880	" " "	OR 2/89
16	May 10, 1880	" " "	OR 2/70
16	Dec. 27, 1880	" " "	OR 2/89
17	May 10, 1880	" " "	OR 2/70
17	Dec. 27, 1880	City of Canton	OR 2/89
18	May 9, 1881	C. G. Patterson	183/77
19	" " "	" " "	183/78
20	Aug. 20, 1880	Conrad Bomm	183/79
21	Oct. 5, 1880	David Rank	183/80
22,23	Oct. 17, 1910	Com. Pleas Ct. Stark Co.	CR 20527
24	Dec. 8, 1884	John Jr. & James Robbins	234/98
25	Mar. 30, 1882	John Willis et al.	183/144
26	May 9, 1881	C. G. Patterson	183/81
27	Apr. 10, 1903	L&F Alexander	408/552
27	May 22, 1903	C. C. Needham	408/553
28	Aug. 20, 1880	J. R. Bucher et al.	183/82
29	Apr. 27, 1908	Penna Co.	Lease
30	Jul. 7, 1881	Benedict Dannemiller	183/74
31	May 12, 1903	Joseph Weaver et al.	415/361
31	Jun. 13, 1903	Florence S. Weaver	391/353
32	Mar. 30, 1882	John Willis et al.	183/144
33	May 12, 1903	Joseph Weaver et al.	415/361
33	Jun. 13, 1903	Florence S. Weaver	391/353
34	May 9, 1881	C. G. Patterson	170/576
34	Mar. 12, 1880	Warren B. Douds	174/122
34	Mar. 19, 1880	Alonzo T. Douds	174/120
35	Jan. 20, 1880	City of Canton	OR 2/53
36	Sep. 15, 1881	Michael Adler	183/83
37	Dec. 31, 1904	CT&V RR Co.	LR 18/569
38	Sep. 11, 1880	Lewis J. Wise et al.	183/84
39	Mar. 24, 1903	Conrad Heimer	408/549
40	Apr. 30, 1903	Geo. W. Butler	408/548
41	Mar. 14, 1903	Geo. W. Shearer	408/550
42	Sep. 27, 1887	Arthur Boylan	234/102
43	Oct. 7, 1887	Geo. S. Lucas	240/399
44	Sep. 27, 1887	Arthur Boylan	234/96
45	Mar. 17, 1903	John T. Blake	408/551
46	Oct. 1, 1887	Fernan Jahn	234/99
47	Dec. 15, 1903	Allen Cook	420/172
48	Sep. 23, 1929	City of Canton	OR 14/54
49	Feb. 11, 1880	Willis Beskind & Co.	CR 51512
50	May 2, 1933	Katharine Wallace	1094/326
51	Apr. 24, 1933	Fannie Cohon	1094/281
52,53,54	Sep. 28, 1938	The Ohio Power Co.	1230/97
55			
56,57,58	Sep. 28, 1938	The Ohio Power Co.	1230/93
59,60,61			
62,63			

PARCEL	DATE	GRANTOR	DEED BOOK/PAGE
64	Dec. 20, 1948	City of Canton	OR 324-7/48
65	Dec. 30, 1953	City of Canton	OR 325/53
66	Aug. 28, 1959	Red Head Oil Co.	2669/426

W&L Valuation Map V2A/SL-3

PARCEL	DATE	GRANTOR	DEED BOOK/PAGE
1	Dec. 15, 1903	Allen Cook	420/172
2	Feb. 26, 1904	Joseph Munter Jr.	421/25
3	Sep. 25, 1907	F&T Hambuechen	464/128
4	Oct. 26, 1892	P. Schilowsky	279/503
5	Feb., 1910	Abram Smith	507/17
5	Feb. 11, 1910	Annie Noll	491/96
6	" " "	" " "	507/18
7	" " "	Wolf Bleistein	507/16
8	Aug. 10, 1881	James A. Saxton	183/180
9	Jul. 25, 1881	Christian Hammer	183/154
10	Jul. 21, 1881	Frederick Moock	183/182
11	Aug. 12, 1881	E. C. Packer, Gurdian	183/155
12	Jul. 27, 1881	Frederick Scheurer	183/156
13	Jul. 19, 1881	H. D. Shaffer	183/184
14	Jul. 1, 1881	L. M. Jones	183/158
15	Aug. 5, 1881	Wesley White	183/185
16	Jul. 22, 1881	L. M. Jones	183/187
17	Jul. 14, 1881	William P. Hall	183/160
18	Aug. 8, 1881	Patrick Dulathy	183/161
19	Aug. 3, 1881	Mary A. Pearson	183/188
20	Jul. 1, 1881	First Natl Bank	183/189
21	" " "	Lewis Koons	183/162
22,23	Jul. 18, 1881	Thomas McCall	183/191
24	Jun. 30, 1881	H. A. Hentzell	183/192
25	Jul. 30, 1881	Geo. W. Mentzer	183/193
26	Aug. 6, 1881	Joseph Weaver	183/195
27	Oct. 3, 1881	John H. Sharpnack	CR F/28
28	Jun. 27, 1881	W. W. Clark	183/163
29	Jul. 1, 1881	David G. Hess	183/164
30	" " "	A. G. Heaner	183/165
31	Oct. 3, 1881	Mary Spring	CR F/28
32	" " "	Agnes Streum	CR F/28
33	" " "	Mary Welch et al.	CR F/28
34	Aug. 6, 1881	James A. F. Redman	183/196
35	Jul. 21, 1881	Catherine Myers	183/197
36	Jul. 16, 1881	Fredrick Bombeck	183/199
37	Jun. 29, 1881	Washington Meyers	183/167
38	Jul. 21, 1881	Niel C. McCafferty	183/200
39	Aug. 10, 1881	James A. Saxton	183/180
40	Nov. 25, 1884	Henry L. Ambler	209/275
41	Aug. 10, 1881	James A. Saxton	183/180
42	Jul. 25, 1881	Sarah Walcutt	183/166
43	Aug. 9, 1881	Amanda Myers	183/202
44,45	Aug. 10, 1881	James A. Saxton	183/180
46	Jul. 15, 1881	Daniel Tonner	183/203
47	Jun. 29, 1881	Peter Numan	183/204
48	Jul. 12, 1881	Chas S. Cook	183/205
86	Aug. 8, 1968	City of Canton	CR 112762
87,88,90	Apr. 19, 1976	State of Ohio	3952/529
89	Sep. 29, 1972	LS&L Auto & Parts, Inc.	3632/200
89	Jan. 14, 1976	N&W Ry.	3862/713

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
49	Apr. 18, 1888	Chas C. Cook	240/328
50	Nov. 2, 1891	H. A. Kennedy	279/494
51	Apr. 18, 1888	Chas. C. Cook	240/328
51	Jan. 13, 1885	Geo. Myers	209/475
52	Nov. 2, 1891	H. A. Kennedy	279/494
53	Apr. 18, 1888	Chas C. Cook	240/328
53	Jan. 6, 1885	William Hamann	209/387
54	Nov. 2, 1891	H. A. Kennedy	279/494
55	Aug. 18, 1885	Diebold Safe & Lock Co.	215/530
56	Nov. 2, 1891	Geo S. Lucas	279/497
57	Mar. 28, 1888	Chas C. Cook	238/422
57	Jan. 12, 1885	David Sherrick	209/413
57	Jan. 12, 1885	George Stutz	209/476
58	Apr. 24, 1916	City of Canton	OR 9/34
59,60	Oct. 26, 1916	John H. Hillman, Jr.	618/253 & 255
61	None	None	None
62	Mar. 11, 1889	William A. Strayer	249/435
63	Jul. 5, 1888	Chas. C. Cook	242/426
64	Oct. 24, 1917	Carmelia Rossi	627/356
65	None	None	None
66	Oct. 14, 1890	H. A. Kennedy	277/487
66	Dec. 15, 1885	H. H. Myers	219/12
67	Apr. 18, 1888	Chas. C. Cook	240/328
67	Feb. 20, 1885	Sarah Heckman	211/70
68	Apr. 24, 1916	City of Canton	OR 9/34
69	Apr. 3, 1888	Chas. C. Bow	238/562
70	Mar. 28, 1914	Holmes & Stidger	598/315
70	May 18, 1911	Canton Real Est. Tr. Co.	519/584
70	May 18, 1911	John Eicher	519/588
71	Apr. 24, 1916	City of Canton	OR 9/34
72	May 25, 1889	H. A. Kennedy	253/308
73	Apr. 5, 1889	Elvira Silver	249/431
74	Mar. 11, 1889	Peter Bourquin	249/437
75	Mar. 1, 1889	Chas. W. Baine	275/462
75	Dec. 15, 1885	H. H. Myers	219/12
76	Oct. 14, 1890	H. A. Kennedy	277/487
76	Dec. 15, 1885	H. H. Myers	219/12
77	May 14, 1901	Thomas H. Wilson	361/510
78	Apr. 1, 1885	Henry S. Weise	338/423
78	Jul. 14, 1891	Geo. S. Lucas	277/439
79	" " "	" " "	277/440
80	Apr. 22, 1913	Arctic Ice Machine Co.	562/106
81	" " "	Timken-Mather Rlty Co.	562/102
81	Dec. 29, 1931	City of Canton	1076/380
81	Jul. 27, 1932	Hercules Motor Corp.	1094/262
82	Apr. 27, 1885	City of Canton	Ordinance
82	Jul. 27, 1891	" " "	OR 3/468
82	Aug. 31, 1891	" " "	OR 3/481
82	May 28, 1906	" " "	OR 6/158
83	Aug. 29, 1958	The Cummins Stge.&Whse Co.	2564/317
84	Jan. 10, 1959	EJ&R David dba David Bros.	2565/189
85	Mar. 18, 1963	City of Canton	OR 52/63

## W&amp;LE Valuation Map V2A/4

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jun. 29, 1881	Peter Numan	183/204
2	Aug. 1, 1881	Ira M. Allen	183/206
3	Apr. 8, 1893	" " "	299/240



<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
3	May 3, 1904	H. A. Kennedy	391/533
4	Aug. 14, 1890	" " "	277/486
5,5A,6,7	Aug. 3, 1881	John Patton	183/208
8	Jul. 2, 1881	Jacob Miller	None
9	Aug. 8, 1881	Mary M. Niesz et al.	215/479
10	Jul. 28, 1881	Moses A. Bachtel	183/209
11	Aug. 3, 1881	Alexander Skelton	183/211
12	Aug. 6, 1881	John F. Reynolds	183/212
13,14,15	" " "	" " "	183/168
16,17,18	Aug. 8, 1881	Dominic Tyler	183/169
19	Feb. 22, 1922	A. B. Cable	756/398
20	Jul. 21, 1881	Abraham Sponseller	183/213
21&22	Jul. 27, 1881	Eliza J. Sarver	183/215
23	Jul. 19, 1881	Christian Stoner	183/216
24&25	Jul. 27, 1881	Eliza J. Sarver	183/215
26	Aug. 10, 1881	James A. Saxton	180/183
27	Mar. 12, 1929	Met. Pav. Brick Co.	996/351
28	Apr. 29, 1929	City of Canton	Ord. 7871
29	Feb. 22, 1922	A. B. Cable	756/398
30	Jul. 22, 1930	Met. Pav. Brick Co.	1046/138
31	May 18, 1891	City of Canton	OR3/417
31	Aug. 14, 1893	" " "	OR 4/237
32,33,34	Jun. 17, 1929	City of Canton	Ord. 7931
35,35,37	Sep. 28, 1931	City of Canton	Ord. 8899
38,39			
40,41	Dec. 7, 1944	Met. Pav. Brick Co.	1458/84

W&LE Valuation Map V2A/L-4

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jun. 29, 1881	Peter Numan	183/204
2	Aug. 1, 1881	Ira M. Allen	183/206
3	Apr. 8, 1893	" " "	299/240
3	May 3, 1904	H. A. Kennedy	391/533
4	Aug. 14, 1890	" " "	277/486
5,5A,6,7	Aug. 3, 1881	John Patton	183/208
8	Jul. 2, 1881	Jacob Miller	None
9	Aug. 8, 1881	Mary M. Niesz et al.	215/479
10	Jul. 28, 1881	Moses A. Bachtel	183/209
11	Aug. 3, 1881	Alexander Skelton	183/211
12	Aug. 6, 1881	John F. Reynolds	183/212
13,14,15	Aug. 6, 1881	" " "	183/168
16,17,18	Aug. 8, 1881	Dominic Tyler	183/169
19	Feb. 22, 1922	A. B. Cable	756/398
20	Jul. 21, 1881	Abraham Sponseller	183/213
21,22	Jul. 27, 1881	Eliza J. Sarver	183/215
23	Jul. 19, 1881	Christian Stoner	183/216
24,25	Jul. 27, 1881	Eliza J. Sarver	183/215
26	Aug. 10, 1881	James A. Saxton	180/183
27	Mar. 12, 1929	Metrop. Pav. Brick Co.	996/351
28	Apr. 29, 1929	City of Canton	Ord. 7871
29	Feb. 22, 1922	A. B. Cable	756/398
30	Jul. 22, 1930	Metrop Pav. Brick Co.	1046/138
31	May 18, 1891	City of Canton	OR 3/417
31	Aug. 14, 1893	" " "	OR 4/237
32,33,34	Jun. 17, 1929	" " "	Ord. 7931

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1,2,3, 4,5	Mar. 1, 1895	Wrought Iron Bridge Co.	325/57
6	Mar. 18, 1891	City of Canton	OR 3/417
6	Aug. 14, 1893	" " "	OR 4/237
7,8,9	Mar. 1, 1895	Wrought Iron Bridge Co.	325/57
10	Mar. 13, 1895	J. W. Underhill Et.AL.	329/510
11	Mar. 1, 1895	Wrought Iron Bridge Co.	325/57
12	Apr. 13, 1903	City of Canton	OR 5/548
13,14	None	None	None
15	Mar. 25, 1918	City of Canton	OR 9/528
16	Dec. 9, 1974	" " "	OR 349/74

## W&amp;LE Valuation Map V2A/5

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Aug. 10, 1881	James A. Saxton	180/183
2	May 9, 1892	W. H. Clark	287/185
3	May 26, 1908	" " "	468/292
4	Aug. 20, 1881	Daniel C. Miller	183/217
5	Oct. 19, 1880	Elizabeth Rank	183/219
6	Jul. 14, 1917	Canton Sheet Steel Co.	625/513
7	Jun. 15, 1881	Otto Giessen	183/220
8	Oct. 13, 1880	Joseph D. Miller	183/221
12	Aug. 22, 1925	AM Mine Door Co.	880/138
13,14	Mar. 12, 1929	Metrop Pav Brick Co.	996/351
15	Apr. 1, 1929	City of Canton	Ord. 7822
16	Mar. 7, 1925	Canton Forge & Axle Co.	LR 30/377
17,18,19	Jul. 22, 1930	Metrop Pav Brick Co	1046/138
20,21	Jul. 28, 1943	Poor & Company	1415/66
22,23	Aug. 24, 1943	Amer. Mine Door Co	1415/123
24,25,26	Oct. 10, 1944	Met Paving Brick Co	1416/421
2,3	Sep. 24, 1955	City of Canton	Ord. 243-55
7,8,9A	Jul. 1, 1964	The Wandie Co.	3011/487
10,11A			

## W&amp;LE Valuation Map V-2A/6

1	Oct. 13, 1880	Joseph D. Miller	183/221
5	Jun. 22, 1881	Thomas Van Horn	183/222
6,7,8,9	Apr. 10, 1917	Edwin W. Van Horn	619/225
10	Apr. 16, 1917	David F. Banker	619/295
11,12	Jul 16, 1917	Mahlon Brown	619/614
13	None	None	None
14	Jul. 16, 1917	Mahlon Brown	619/614
15	Oct. 22, 1880	Eve Race	183/224
16	Oct. 11, 1880	Nicholas Deville	183/225
17	Jun. 22, 1881	John Sponseller	183/226
21	Jan. 22, 1921	David F. Banker	729/161
22	Jan. 17, 1921	Wm. H. Wenger	720/619
4B	Jul. 14, 1939	The Wandie Co.	1246/523
23	Nov. 27, 1961	E.D. & E.A. Feldner	2834/281
24,25	Nov. 30, 1961	R&A Metesian	2834/329
4A	Sep. 17, 1917	The Wandie Co.	627/313

W&LE Valuation Map V2A/6  
(Cont)

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<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
26	Jun. 29, 1963	Gambro Corpn.	2945/387
26	Dec. 8, 1961	Joy Mfg. Co.	Unknown
26	Sep. 30, 1963	Commsrs Stark Co.	2939/666
1,2A,3, 4A,18,19 20A	Jul. 1, 1964	The Wandle Co.	3011/487

W&LE Valuation Map V2A/7

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Oct. 11, 1880	Nicholas Deville	183/225
2	Jun. 22, 1881	John Sponseller	183/226
6	None	None	None
10	Jun. 21, 1881	Joseph Smith	183/227
11,12,13	Apr. 10, 1917	Edward Kachler	619/221
14A,14B	" " "	Joseph Burger	619/224
15	Oct. 10, 1880	Mahlon & Amos Brown	183/229
3,4,5A,7 8,9	Jul. 11, 1964	The Wandle Co.	3011/487

W&LE Valuation Map V2A/SL-5,6,7

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Aug. 10, 1881	James A. Saxton	180/183
2	May 9, 1892	W. H. Clark	287/185
3	May 26, 1908	" " "	468/292
4	Aug. 20, 1881	Daniel C. Miller	183/217
5	Oct. 19, 1880	Elizabeth Rank	183/219
6	Jul. 14, 1917	Canton Sheet Steel Co.	625/513
7	Jun. 15, 1881	Otto Giessen	183/220
8	Oct. 13, 1880	Joseph D. Miller	183/221
12	Aug. 22, 1925	AM Mine Door Co.	880/138
13,14	Mar. 12, 1929	Met. Pav Brick Co	996/351
15	Apr. 1, 1929	City of Canton	Ord. 7822
16	Mar. 7, 1925	Canton Forge&Axle Co.	LR 30/377
17,18,19	Jul. 22, 1930	Met. Pav. Brick Co.	1046/138
2,3	Sep. 24, 1955	City of Canton	Ord. 243-55
7,8,9A, 10,11A	Jul. 1, 1964	The Wandle Co.	3011/487
" " "	" " "	" " "	3011/487
1	Oct. 13, 1880	Joseph D. Miller	183/221
5	Jun. 22, 1881	Thomas Van Horn	183/222
6,7,8,9	Apr. 10, 1917	Edwin W. Van Horn	619/225
10	Apr. 16, 1917	David F. Banker	619/295
11,12	Jul. 16, 1917	Mahlon Brown	619/614
13	None	None	None
14	Jul. 16, 1917	Mahlon Brown	619/614
15	Oct. 22, 1880	Eve Race	183/224
16	Oct. 11, 1880	Nicholas Deville	183/225
17	Jun. 22, 1881	John Sponseller	183/226
21	Jan. 22, 1921	David F. Banker	729/161
22	Jan. 17, 1921	Wm. H. Wenger	720/619
23	Nov. 27, 1961	ED&EA Feldner	2834/281
24,25	Nov. 30, 1961	Rose&Paul Metesian	2834/329

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1,2A,3	Jul. 1, 1964	The Wandle Co.	3011/487
4A	" " "	" " "	3011/487
1	Oct. 11, 1880	Nicholas Deville	183/225
2	Jun. 22, 1881	John Sponseller	183/226
6	None	None	None
10	Jun. 21, 1881	Joseph Smith	183/227
11,12,13	Apr. 10, 1917	Edward Kachier	619/221
14A,14B	Apr. 10, 1917	Joseph Burger	619/224
15	Oct. 10, 1880	Mahlon & Amos Brown	183/229
3,4,5A,7	Jul. 1, 1964	The Wandle Co.	3011/487
8,9	" " "	" " "	3011/487

W&LE Valuation Map V2/53

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Oct. 10, 1880	Mahlon & Amos Brown	183/229
2	Jun. 22, 1881	Barbara Sommers	183/230
3	Apr. 7, 1881	Edward Kocher	183/231
4	" " "	Solomon S. Gerber	183/232
5	Oct. 3, 1881	Polly Shanower et al.	CR F/28

W&LE Valuation Map V2/54

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Oct. 3, 1881	Polly Shanower et al.	CR F/28
2	Jun. 22, 1881	Philip Hawk	183/234
3	Jan. 28, 1879	W. W. Essig	None

W&LE Valuation Map V2/55

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jan. 28, 1879	W. W. Essig	None
2	Feb. 20, 1879	Peter Hensel	None
3	May 30, 1881	Joseph Shuler	183/236
4	Jul. 25, 1881	Jessias J. Bordner	183/235
5	Nov. 9, 1943	S. & J. Provost	1436/245

W&LE Valuation Map V2/56

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jul. 25, 1881	Jessias J. Bordner	183/235
2	Jan. 27, 1879	Daniel J. Smith	None
3	Jun. 24, 1881	David Mentzer	183/238

## W&amp;LE Valuation Map V2/57

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<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jun. 24, 1881	David Mentzer	183/238
2	Feb. 24, 1879	George Wade	None
3	Jun. 14, 1882	Michael Wagner	202/42
4	Sep. 8, 1894	John E. Beck	315/605
5,6	Sep. 3, 1955	Edgar E. Leah H. Kemp	2323/270
7	" " "	Harry C. & Georgia O. Yarnell	2323/266
8	" " "	Mary A. Poth	2323/264
9	" " "	Grover G. & Ruth Hawk	232/268
10	Mar. 19, 1956	Board Co. Commrs	Vacation
11,12	Dec. 16, 1957	Linway Navarre, Inc	2524/692

## W&amp;LE Valuation Map V2/57A

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Nov. 25, 1904	Michael Wagner	431/539
2	Oct. 21, 1904	Geo Wade	437/72
3	Nov. 5, 1904	Angeline Miller et al.	431/540
1,2,3	Aug. 14, 1970	State of Ohio	3481/721

## W&amp;LE Valuation Map V2/57B

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Nov. 5, 1904	Angeline Miller et al.	431/540
2	Sep. 14, 1904	Levenia Abbott et al.	437/73
2	Aug. 14, 1970	State of Ohio	3481/721

## W&amp;LE Valuation Map V2/58

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Sep. 8, 1894	John E. Beck	315/605
2	Sep. 3, 1880	Elizabeth Allman	183/239
3	Jan. 30, 1879	J. Allman & L. Yant	None
4	Jan. 29, 1879	Jacob Gretzinger	None
5	Aug. 11, 1880	David Murray	183/240
6	Feb. 10, 1939	C. W. Gretzinger	1231/485

## W&amp;LE Valuation Map V2/59

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Aug. 11, 1880	David Murray	183/240
2	May 18, 1880	Village of Navarre	OR 1/61
3	Sep. 2, 1882	Lawrence Royer	202/43
4	May 16, 1890	Elizabeth C. Miller	275/452
5	Jul. 20, 1881	Lucinda Sweringen	185/170

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
6,7	Aug. 16, 1881	Edwin P. Mathews	183/171
8	Sep. 23, 1899	Jacobina Miller	371/73
9,10,11	Oct. 14, 1899	Robert Hug	371/208
12,13	Dec. 30, 1899	" " "	371/453
14	Apr. 20, 1881	" " "	183/241
15	Sep. 10, 1888	Board of Public Works	Agreement
16	May 12, 1879	D. J. Wolf	None
17	Dec. 17, 1880	S. B. Leiter	183/243
15	May 10, 1968	State of Ohio	3320/57

W&LE Valuation Map V2/59A

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Apr. 26, 1892	Eliza R. Leiter	287/236
2	May, 1892	John Noftsinger	CR C3/173
3	Nov. 4, 1895	Thomas W. Chapman	329/46
4	Oct. 13, 1892	John W. Fisher	293/308
5	" " "	Ezekiel Keller	293/307
6	Oct. 11, 1892	John Stahl	293/304
7	Oct. 13, 1892	Reuben Snyder	293/297
8,9	May 11, 1892	Abraham Sarbach	287/234
10	Feb. 22, 1893	Samuel F. Lonas	303/149
11	Oct. 11, 1892	Samuel Kreiger	293/305
12	" " "	Jonas R. Walter	293/292
13	" " "	William B. Walter	293/294
14	Feb. 22, 1893	William Wefler	299/16
15	Oct. 11, 1892	John Wefler	299/295
16	Oct. 12, 1892	Lobina Wefler et al.	303/145
17	" " "	Samuel S. Bowman	293/311

W&LE Valuation Map V2/59B

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Feb. 23, 1893	Mary A. Fisher	303/147
2	Feb. 23, 1892	Martha Mumaw	291/436
3	Oct. 12, 1892	Daniel Shilling	293/301
4	" " "	Daniel Shilling, et al.	293/299

W&LE Valuation Map V2/60

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Dec. 17, 1880	S. B. Leiter	183/243
2	Apr. 15, 1902	Henry W. Hossler	405/72
5	Sep. 21, 1880	Almon Rickart	183/244
6	Sep. 29, 1881	Amos Kalp	183/245

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Apr. 15, 1902	Henry W. Hossler	405/72
2	Oct. 16, 1889	J. H. Osborn	371/390
2	Nov. 27, 1898	Catherine Staley	361/170
3	May 2, 1882	Daniel J. Wolf	183/342
4	Oct. 16, 1889	J. H. Osborn	371/390
4	Nov. 27, 1898	Catherine Staley	361/170
5	May 2, 1882	Daniel J. Wolf	183/342
6	Dec. 8, 1899	James M. Corl	371/372
7	Apr. 21, 1900	" " "	375/397
8,9	Apr. 25, 1900	" " "	375/396
10	Nov. 13, 1915	" " "	586/408
11	Dec. 31, 1900	" " "	367/533
12	Mar. 6, 1900	J. C. Wilheifer	377/333
13	Jun. 26, 1882	Frederick Geltz	183/351
14	Feb. 26, 1900	Philip Loew	361/217
15	Mar. 19, 1900	J.F. Geltz	377/133
16	Apr. 17, 1882	Alice Crowl	188/338
17	Oct. 29, 1943	Mass. Wash. Gravel Co.	1415/271
19	Jan. 10, 1956	Paul & Raymond Heestand	2354/591
18	Jan. 7, 1947	Village of Navarre	Ord. 585
20	Jul. 30, 1962	Massillon Container Co.	2858/69

## W&amp;LE Valuation Map V2/61

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Dec. 8, 1899	James M. Corl	371/372
2	Sep. 29, 1881	Fredrick Stahl	183/247
3	" " "	Alfred Lenhart	183/248

## W&amp;LE Valuation Map V2A/8

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jul. 18, 1880	John P. Preyer	183/86
2	Mar. 1, 1880	Fernan Jahn	183/122
3	Aug. 1, 1881	Fernan Jahn	183/152
4	Aug. 1, 1881	Fernan Jahn	183/176
5	Jul. 25, 1887	Johnson Sherrick	232/228
6	Apr. 18, 1888	Chas. C. Cook	240/327
7	Jul. 5, 1888	Chas. C. Cook	242/427
8	Aug. 1, 1881	Fernan Jahn	183/179
9	Jan. 6, 1890	Champion Stoneware Co.	275/460
10	Apr. 18, 1880	Chas C. Cook	240/327
11	Aug. 13, 1888	Caroline Beard	243/352
12	Jul. 2, 1881	Harman Beard	183/177
13	Aug. 13, 1888	Caroline Beard	243/352
14	May. 26, 1892	Frances Bartlett	287/343
15	Dec. 8, 1879	Daniel S. Smith	164/283
16	Nov. 7, 1879	John A. Little	164/281
17	Feb. 25, 1882	Joseph Bischele	183/143
18	Apr. 8, 1899	Thomas B. Albert	359/464
19	Nov. 11, 1884	Thomas B. Albert	NONE
20	Dec. 6, 1879	Geo. Myers	NONE

W&LE Valuation Map V2A/8  
(Cont.)

PARCEL	DATE	GRANTOR	DEED BOOK/PAGE
21	Jan. 17, 1880	Frederick-J. Lindeman, Adm.	183/120
22	Aug. 30, 1880	Elias D. Albert	183/90
23	NONE	NONE	NONE
24	Nov. 11, 1884	Thomas B. Albert	NONE
25	Oct. 24, 1891	Henry R. Rowland	281/503
26	Aug. 1, 1888	Henry R. Rowland	243/245
27	Jan. 14, 1880	Jacob Rowland Heirs.	C.R. G/543
28	Jun. 22, 1880	Geo. S. Leininger, Exec.	183/91
29	Aug. 5, 1887	David E. Rowland	275/451
30	Aug. 1, 1888	Henry R. Rowland	243/245
31	Sep. 21, 1903	T. A. Prendeville et al.	417/129
32	Oct. 28, 1884	Geo. S. Leininger, Exec.	207/542
33	Dec. 29, 1879	John W. Gibbs	215/144
34	Apr. 16, 1888	John W. Gibbs	240/325
35	Mar. 19, 1948	Standard Oil Co.	1757/235

## W&amp;LE Valuation Map V2A/L-8

PARCEL	DATE	GRANTOR	DEED BOOK/PAGE
1	Jul. 18, 1880	John P. Preyer	183/86
2	Mar. 1, 1880	Fernan Jahn	183/122
3	Aug. 1, 1881	Fernan Jahn	183/152
4	Aug. 1, 1881	Fernan Jahn	183/176
5	Jul. 25, 1887	Johnson Sherrick	232/228
6	Apr. 18, 1888	Chas. C. Cook	240/327
7	Jul. 5, 1888	Chas. C. Cook	242/427
8	Aug. 1, 1881	Fernan Jahn	183/179
9	Jan. 6, 1890	Champion Stoneware Co.	275/460
10	Apr. 18, 1880	Chas. C. Cook	240/327
11	Aug. 13, 1888	Caroline Beard	243/352
12	Jul. 2, 1881	Harman Beard	183/177
13	Aug. 13, 1888	Caroline Beard	243/352
14	May. 26, 1892	Frances Bartlett	287/343
15	Dec. 8, 1879	Daniel S. Smith	164/283
16	Nov. 7, 1879	John A. Little	164/281
17	Feb. 25, 1882	Joseph Bischele	183/143
18	Apr. 8, 1899	Thomas B. Albert	359/464
19	Nov. 11, 1884	Thomas B. Albert	NONE
20	Dec. 6, 1879	Geo. Myers	NONE
21	Jan. 17, 1880	Frederick J. Lindeman, Adm.	183/120
22	Aug. 30, 1880	Elias D. Albert	183/90
23	NONE	NONE	NONE
24	Nov. 11, 1884	Thomas B. Albert	NONE
25	Oct. 24, 1891	Henry R. Rowland	281/503
26	Aug. 1, 1888	Henry R. Rowland	243/245
27	Jan. 14, 1880	Jacob Rowland Heirs	C.R. G/543
28	Jun. 22, 1880	Geo. S. Leininger, Exec.	183/91
29	Aug. 5, 1887	David E. Rowland	275/451
30	Aug. 1, 1888	Henry R. Rowland	243/245
31	Sep. 21, 1903	T. A. Prendeville, et al.	417/129
32	Oct. 28, 1884	Geo. S. Leininger, Exec.	207/542
33	Dec. 29, 1879	John W. Gibbs	215/144
34	Apr. 16, 1888	John W. Gibbs	240/325



W&L Valuation Map V2A/8A

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<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Mar. 27, 1916	Metropolitan Pav. Br. Co.	597/126
2	Nov. 11, 1914	Metropolitan Pav. Br. Co.	564/222
3	Jan. 11, 1915	Metropolitan Pav. Br. Co.	NONE
3	Apr. 29, 1912	City of Canton	O.R. 7/464
4	Nov. 11, 1914	Metropolitan Pav. Br. Co.	564/222
5	Jun. 26, 1911	Thomas S. Calhoun	515/479
6	Nov. 11, 1914	Metropolitan Pav. Br. Co.	564/222
7	Nov. 11, 1914	Metropolitan Pav. Br. Co.	564/222
5A	June 26, 1911	Thomas S. Calhoun	515/479
5B	Jun. 26, 1911	Thomas S. Calhoun	515/479
8	Dec. 18, 1939	City of Canton	O.R. 330/39
9	Dec. 18, 1939	City of Canton	O.R. 330/39
10	Dec. 18, 1939	City of Canton	O.R. 330/39
11	Feb. 15, 1937	City of Canton	O.R. 9731
12	Jun. 23, 1975	Slesnick Iron & Metal Co.	Vol. 3825/15602

W&L Valuation Map V2A/9

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Dec. 29, 1879	John W. Gibbs	215/144
2	Apr. 16, 1888	John W. Gibbs	240/325
3	Jan. 26, 1880	John H. Brenner	C.R. G/553
4	Apr. 17, 1888	John H. Brenner	240/289
5	Feb. 28, 1880	John F. Niesz	183/92
6	Apr. 16, 1888	John F. Niesz	240/323
7	Jan. 26, 1880	John H. Brenner	C. R. G/553
8	Apr. 16, 1888	Arthur Boylan	240/303
9	Apr. 16, 1888	John F. Niesz	240/323
10	Apr. 16, 1888	Paul Keefer	240/322
11	Jan. 26, 1880	John H. Brenner	C. R. G/553
12	Nov. 21, 1884	Catherine D. Murphy	240/397
12	Apr. 19, 1888	Austin Lynch, Adm.	240/398
13	NONE	NONE	NONE
14	Apr. 16, 1888	Lorenz Lux	240/320
15	Apr. 17, 1888	Mary Sheiber	240/311
16	Jan. 21, 1880	George J. Trump	215/142
17	Apr. 30, 1888	Christian Hammer	274/455
18	Jan. 16, 1880	Jacob F. Barnett	183/93
19	Apr. 1, 1888	Jacob F. Barnett	281/497
20	Jan. 16, 1880	Christian Sherrick	183/94
21	NONE	NONE	NONE
22	Jan. 16, 1880	Jacob Sherrick	183/95
23	NONE	NONE	NONE

W&L Valuation Map V2A/9A

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Aug. 26, 1887	Henry S. Belden	232/425
2	Aug. 26, 1887	Henry S. Belden	232/425
3	Jul. 15, 1915	Metropolitan Pav. Br. Co.	586/384
4	Mar. 17, 1891	Joseph Frease	275/449

## W&amp;LE Valuation Map V2A/10

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Dec. 7, 1915	J.M. & I.M. Barnett, Exec.	586/590
2	Dec. 7, 1915	J.M. & I.M. Barnett, Exec.	586/590
3	Dec. 7, 1915	J.M. & I.M. Barnett, Exec.	586/590
4	Jan. 22, 1916	Amos A. McDannel	587/184
5	Jan. 20, 1916	Benjamin C. Deckerd	587/186
6	Jan. 27, 1916	Anna Trump	597/330
7	Jan. 10, 1915	Chas. B. Miller et al.	587/240
8	Jan. 10, 1915	Chas. B. Miller et al.	587/240
9	Jan. 22, 1916	George B. Hang	587/294
10	Jan. 17, 1916	George B. Hang	598/333
11	Jan. 25, 1916	Ida L. Firestone	587/241

## W&amp;LE Valuation Map V2A/11

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jan. 25, 1916	Ida L. Firestone	587/241
2	Jan. 26, 1916	John Burkhardt	587/268
3	Jan. 27, 1916	H. B. Bechtel, Guard.	597/334
3	Jan. 12, 1916	Fanny M. Bosler et al.	597/333
4	Feb. 4, 1916	Harry P. Betchel	597/169
5	May 8, 1916	Aaron Bechtel	597/552

## W&amp;LE Valuation Map V2A/12

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	May 8, 1916	Aaron Betchel	597/552
2	Jan. 14, 1916	John M. Barnett	587/149
3	Feb. 2, 1916	Edward J. Eicher	587/295
4	Jun. 19, 1916	Edward J. Eicher	598/336
5	Jun. 19, 1916	Edward J. Eicher	598/336
6	Dec. 4, 1915	David N. Owen	587/95
7	Dec. 4, 1915	David N. Owen	587/95
8	Dec. 4, 1915	David N. Owen	587/95
9	May 10, 1917	United Furnace Co.	587/552
10	Dec. 4, 1915	David N. Owen	587/95
11	Oct. 9, 1915	John B. Crowl	589/499
12	Oct. 9, 1915	John B. Crowl	589/499
13	Oct. 9, 1915	John B. Crowl	589/499

## W&amp;LE Valuation Map V2A/13

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Oct. 9, 1915	John B. Crowl	589/499
2	Oct. 9, 1915	John B. Crowl	589/499
3	Oct. 7, 1915	Leola Kauffman, et al.	586/192
4	Oct. 7, 1915	Leola Kauffman, et al.	586/192
6	Oct. 9, 1915	John B. Crowl	589/499
7	Oct. 7, 1915	Leola Kauffman, et al.	586/192

W&LE Valuation Map V4/1

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<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jan. 16, 1880	Jacob Sherrick	183/95
2	Jan. 16, 1880	Christian Sherrick	183/96
3	Sep. 12, 1881	Anton Hammerly	183/97
4	Feb. 11, 1880	Jacob Troutner	183/98
5	Nov. 13, 1879	Chas. C. Bowman	183/99
6	Dec. 20, 1882	Impertus Martin	183/425
7	Oct. 16, 1963	Ohio Power Co.	Vol.

W&LE Valuation Map V4/2

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Dec. 20, 1882	Impertus Martin	183/425
2	Mar. 20, 1882	Michael Kessler	183/151
3	Sep. 15, 1881	Marion Ake	183/101
4	Sep. 20, 1879	Monasses Moul	183/102
5	Sep. 15, 1881	Jacob M. Walk	183/104

W&LE Valuation Map V4/3

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Sep. 20, 1879	Monasses Moul	183/102
2	Sep. 15, 1881	Jacob M. Walk	183/104
3	Dec. 19, 1879	Andrew Maurer	NOT RECORDED
4	Oct. 15, 1879	Abraham Clark	NOT RECORDED
5	NONE	NONE	NO RECORD
6	NONE	NONE	NO RECORD
7	NONE	NONE	NO RECORD
8	Nov. 19, 1878	VARIOUS	183/106
9	NONE	NONE	NO RECORD
10	Nov. 8, 1879	Josiah Howe	183/105
11	NONE	NONE	NO RECORD
12	Sep. 14, 1881	Wm. Reiberstine	183/107
13	Oct. 13, 1879	Anthony Rabenstine	NOT RECORDED
14	Mar. 27, 1944	Stark Ceramics, Inc.	Vol. 1446/33
15	Mar. 6, 1960	Herbert L. Palmer	Vol. 2705/281

## W&amp;LE Valuation Map V4/4

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Sep. 14, 1881	Wm. Reiberstine	183/107
2	Oct. 13, 1879	Anthony Rabenstine	NOT RECORDED
3	Oct. 13, 1879	Anthony Rabenstine	NOT RECORDED
4	NONE	NONE	NONE
5	Nov. 19, 1878	VARIOUS	183/106
6	Aug. 16, 1879	Annie Nickle	215/482
7	Aug. 16, 1879	Annie Nickle	215/482
8	Jan. 16, 1874	B. A. Whiteleather	NOT RECORDED
9	Jan. 14, 1879	John Sausser	NOT RECORDED
10	Mar. 31, 1881	S. H. Montgomery	183/152
11	NONE	NONE	NO RECORD
12	May 13, 1928	E. Canton Village	ORD. 43
13	Sep. 29, 1928	Sidney E. Browning	994/111
14	Sep. 29, 1928	Sidney E. Browning	994/110
15	May 23, 1958	NATCO Corp'n.	2563/463
16	Mar. 6, 1960	Herbert L. Palmer	Vol. 2705/281

## W&amp;LE Valuation Map V4/5

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Jan. 14, 1879	John Sausser	NOT RECORDED
2	Apr. 12, 1880	David Gehman	183/108
3	Oct. 11, 1879	George Brownwell	NOT RECORDED
4	Aug. 7, 1879	Henry J. Snyder	183/110
5	Nov. 4, 1882	S. H. Montgomery	183/314

## W&amp;LE Valuation Map V4/6

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Nov. 4, 1882	S. H. Montgomery	183/314
2	Sep. 16, 1881	Jacob A. Lutz	183/111
3	Sep. 16, 1881	Jerome Sausser	183/112

## W&amp;LE Valuation Map V4/7

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Sep. 16, 1881	Jerome Sausser	183/112
2	Sep. 16, 1881	David N. Snyder	183/114
3	Sep. 16, 1881	E. S. Bowman	183/116
4	Sep. 16, 1881	Washington Shearer	183/115
5	Sep. 16, 1881	E. S. Bowman	183/116
6	Sep. 16, 1881	Titus Lautzenheiser	183/118
7	Sep. 16, 1881	Jeremiah Hershberger	183/119
8	Feb. 15, 1956	The Mazellon Clay Prod. Co.	2448/34
3 & 5	Apr. 15, 1963	Charles W. Mowry, et. ux.	Vol. 2913/569

W&LE Valuation Map V4/8

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<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Sep. 16, 1881	Jeremiah Hershberger	183/119
2	Sep. 16, 1881	John Clapper	183/132
3	Dec. 21, 1881	Catherine Doll, et. al.	183/133
4	Aug. 16, 1884	Jonas Neidigh	207/163
5	Sep. 16, 1881	John B. Criswell	183/134
6	Aug. 16, 1884	Jonas Neidigh	207/163

W&LE Valuation Map V4/9

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Aug. 16, 1884	Jonas Neidigh	207/163
2	NONE	NONE	NO RECORD
3	Sep. 16, 1881	John Clapper	183/136
4	Sep. 21, 1881	Gregory Criswell	183/137
5	Oct. 28, 1881	Sadie E. Fry	183/138
6	Apr. 15, 1884	C. N. Schoroy	209/104
7	Sep. 16, 1881	Mary L. Adolph	183/141
8	Sep. 16, 1881	Albert Robart	183/142
9	Apr. 16, 1880	Geo. J. Geszner	170/164

W&LE Valuation Map V4/10

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Apr. 16, 1880	Geo. J. Geszner	170/164
2	Apr. 1, 1891	S. Brownewell (Adm'Trix)	275/453
3	Dec. 1, 1878	George Wyant	NOT RECORDED
4	Sep. 18, 1946	Lucretia D. Janson, et al.	1603/412
5	Sep. 30, 1955	Lucretia D. Janson, et al.	2357/698
5	Sep. 30, 1955	Delbert & Mildred Unkefer	2357/698
6	Apr. 6, 1984	D.H., Jr. & D. M. Unkefer	201/25

W&LE Valuation Map V4/11

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Dec. 1, 1878	George Wyant	NOT RECORDED
2	Jun. 20, 1879	James Miller	183/130
3	NONE	NONE	NONE
4	Jun. 3, 1879	Joshua Unkefer	170/163
5	Jul. 22, 1879	James Brothers	183/129
6	Jun. 14, 1905	Wm. E. Wyant	441/599
7	May 3, 1879	Sussan Jarrett, et al.	183/127
8	Jun. 17, 1879	John Hursh	183/126

## W&amp;LE Valuation Map V4/12

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	May 3, 1879	Sussan Jarrett, et al.	183/127
2	Apr. 6, 1897	Edward Wingert, et al.	343/2
3	Jun. 17, 1879	John Hursh	183/126
4	May 10, 1879	Sarah Keith	183/125
5	Sep. 20, 1881	Martin Shiveley	183/123

## W&amp;LE Valuation Map V4/13

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Sep. 20, 1881	Martin Shiveley	183/123
2	May 12, 1879	Abraham Wyman	183/124

## W&amp;LE Valuation Map V4A/1

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	NONE	NONE	NONE
2	NONE	NONE	NO RECORD
3	Apr. 16, 1888	Anton Hammerly	240/309
4	Apr. 17, 1888	Henry Deckerd	240/317
5	Apr. 16, 1888	John F. Brownewell	240/301

## W&amp;LE Valuation Map V4A/2

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Apr. 16, 1888	John F. Brownewell	240/301
2	NONE	NONE	NO RECORD
3	Apr. 16, 1888	Marion Ake	240/319
4	Apr. 16, 1888	Wesley Delap	240/316
5	Apr. 17, 1888	John H. Sluss	240/314

## W&amp;LE Valuation Map V4A/3

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Apr. 17, 1888	John H. Sluss	240/314
2	Apr. 18, 1888	Chas C. Cook	240/290
3	Apr. 16, 1888	Mary C. Hershey	240/308

## W&amp;LE Valuation Map V4A/4

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Apr. 16 1888	Mary C. Hershey	240/308
2	Apr. 16, 1888	Lewis Hershey	240/306
3	Aug. 3, 1886	Michael Hilschaer	223/493
4	Apr. 16, 1888	Benj. F. Bixley	240/304
5	Apr. 17, 1888	Sarah A. Wank	240/300
6	Mar. 28, 1889	Osnaburg Mining Co.	275/456
7	Nov. 24, 1887	Christina Meiser	240/297
8	Apr. 30, 1888	C. A. Cook & J. Hadley	240/401
9	May 31, 1888	Adeline Ryan	275/459
9	May 31, 1888	Abraham Van Voorhis	275/457
10	Apr. 17, 1888	Jacob Schwartz	240/312
11	Apr. 16, 1888	Abraham Van Voorhis	240/295
12	Apr. 16, 1888	Cyrus Van Voorhis	240/292
13	Apr. 16, 1888	Geo. W. Welker	240/298
14	Apr. 17, 1888	John Van Voorhis	240/294
15	Mar. 9, 1917	Guardian Savings & Trust Co.	618/493

## W&amp;LE Valuation Map V8B/23

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	Apr. 17, 1882	Alice Crowl	183/338
2	Jun. 26, 1882	John J. Rose	183/340
3	Apr. 14, 1882	Elizabeth Miller	183/343
3	Jan. 15, 1883	Philip Scheetz	234/448
4	Apr. 13, 1882	Lawrence Dailey	183/345
5	Apr. 20, 1882	Ellen Dailey	183/346
5	Apr. 22, 1882	Thos. H. Dailey	183/348
6	Oct. 12, 1882	Louisa Eckroate	183/402
6	Oct. 14, 1882	Wilbur C. Ogden	183/404
7	Oct. 12, 1882	Lewis Eckroate	183/403
8	Oct. 12, 1882	Jacob Eckroate	183/339

## W&amp;LE Valuation Map V8B/24

<u>PARCEL</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>DEED BOOK/PAGE</u>
1	May 30, 1882	William Roan	183/360
2	Apr. 8, 1882	Jacob Deck	183/359
3	Apr. 27, 1882	Mary Saal	183/357
4	Apr. 10, 1882	Nicholas Haberly	183/351
5	Oct. 30, 1882	Andrew Bixler	183/354
6	Oct. 21, 1882	Christian Bixler	183/361
6	Oct. 28, 1882	Daniel App	183/355
7	Apr. 5, 1882	John M. Parks	183/397
7	Apr. 20, 1882	Catharine Martin	183/398

ALAN HAROLD  
Stark County Auditor  
FEE P

JUL 24 2015

Instr: 201507240028694  
P: 1 of 10 F: \$92.00 07/24/2015  
Rick Campbell 12:09PM EASE  
Stark County Recorder T20150027281

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

[Space Above This Line for Recording Data]

**TRAILWAY EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT, ("Agreement"), is entered into as of the 22nd day of JULY, 2015, by and between CITY OF MASSILLON, an Ohio Political Subdivision, (the "Grantor"), and STARK COUNTY PARK DISTRICT, an Ohio Political Subdivision, (the "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of a certain 3.81 acres of land known as and being Outlot 27, and part of Lot Nos. 9263 and 9272, and Lot Nos. 9266, 9287, 9810 and 14326 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 52, Page 136 of the Stark County Records, being Stark County Auditor's Parcel No. 680931, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 6.19 acres of land known as and being Outlots 803 and 804 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 66, Page 1-4 of the Stark County Records, being Stark County Auditor's Parcel No. 580021, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 4.22 acres of land known as and being Outlot 802 and Lot Nos. 15863 and 15864 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 66, Pages 1-4 of the Stark County Records, being Stark County Auditor's Parcel No. 680965, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

05-80021 20 (01) 3000  
06-17463 21 (01) 0700  
06-80384 31 (01) 0600  
06-80931 31 (03) 4700  
06-80965 20A (02) 1700

05-80003 202 (01) 0100  
05-80005 208 (01) 0300  
05-80011 428 (01) 0110  
05-80012 420A (01) 0100  
05-80013 412A (01) 0100


**EASEMENT ONLY**

008289

7-24-15

*[Handwritten initials]*



  
Instr: 201507240028694  
P: 2 of 10 F: \$92.00 07/24/2015  
Rick Campbell 12:09PM EASE  
Stark County Recorder T20150027281

WHEREAS, the Grantor is the owner of a certain 8.40 acres of land known as and being Outlots 800 and 801 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 66, Pages 1-4 of the Stark County Records, being Stark County Auditor's Parcel No. 580003, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 8.43 acres of land known as and being Outlots 798 and 799 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 66, Pages 1-4 of the Stark County Records, being Stark County Auditor's Parcel No. 580005, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 8.13 acres of land known as and being Outlots 904 and 905 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 69, Pages 88-90 of the Stark County Records, being Stark County Auditor's Parcel No. 580011, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 17.69 acres of land known as and being Outlots 906, 907 and 909 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 69, Pages 88-90 of the Stark County Records, being Stark County Auditor's Parcel No. 580012, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 12.46 acres of land known as and being Outlots 908, 910, 911 and 912 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 69, Pages 88-90 of the Stark County Records, being Stark County Auditor's Parcel No. 580013, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, Cherry Springs of Massillon II, LLC is the owner of a certain 28.83 acres of land known as and being Outlot 697 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 81, Page 125 of the Stark County Records, being Stark County Auditor's Parcel No. 617463, and claims title through instrument recorded at Stark County Official Records Imaging No. 201412310049516; and

WHEREAS, the City of Massillon has been granted an easement over said Part of Outlot 697 for "pedestrian and non-motorized vehicle trail and walking path" by predecessor in title, Cleaners Hanger Co., by instrument recorded at Stark County Official Records Imaging No. 199511160055125; and

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P: 3 of 10 F: \$92.00 07/24/2015  
Rick Campbell 12:09PMEASE  
Stark County Recorder T20150027281

WHEREAS, the Grantor is the owner of a certain 5.40 acres of land known as and being Part of Outlot 106 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ of the Stark County Records, being Stark County Auditor's Parcel No. ~~617463~~\*, and claims title through instrument recorded at Volume 2499, Page 672 of the Stark County Deed Records; and \*680384

WHEREAS, the Grantor and Grantee have declared their intent to establish a permanent easement for the location and maintenance of an existing hike and bike path, known as the Sippo Valley Trail, over and across the Grantor's Property in the location set forth in "Exhibit A" attached.

NOW THEREFORE, in consideration of the forgoing, and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### AGREEMENT

1. Grant of Easement. Grantor hereby gives, grants, conveys, extends and confers unto the Grantee, its successors and assigns, the right, privilege and easement, for a permanent easement for the location and maintenance of the Sippo Valley Trail over and across the Grantor's Property, and does hereby assign its interest in the easement over City of Massillon Outlot 697 recorded at Stark County Official Records Imaging No. 199511160055125), all in the location of the Easement Area (as set forth in Exhibit "A" attached hereto).

2. Use Restrictions and Performance Covenants. Grantor hereby restricts the use of the Easement Area to be used only as open space; provided, however, that Grantee, or its respective nominee(s), shall maintain the Sippo Valley Trail with related landscaping and additional improvements appropriate thereto, including by way of example; benches, pedestrian roadway crossings & signals, and signage, all of which shall be maintained by Grantee in good condition. The Easement Area shall be used exclusively for the purpose of the operation, repair, maintenance, re-building, replacing, and relocating, and appurtenances thereto, all of which shall be the Grantee's responsibility.

3. Adjacent Property. The rights of the Grantee and its agents, employees, invitees, successors and/or assigns are limited to the Easement Area. Grantee shall post signs (i.e. "No Trespassing") within the Easement Area to provide notice that the property adjacent to the Easement Area is private property and to limit use of the walking/biking trails and related park facilities to within the boundaries of the Easement Area.



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P: 4 of 10 F: \$92.00 07/24/2015  
Rick Campbell 12:09PM EASE  
Stark County Recorder T20150027281

4. Maintenance/Repair. Grantee shall be responsible for the overall maintenance of Easement Area and shall generally maintain the area for safe usage. If Grantee enters upon Grantor's Property to maintain and/or repair the Easement Area, Grantee shall promptly restore any area affected by such maintenance or repair work at its own expense to its condition immediately prior to such work to the extent compatible with the exercise by Grantee of its easement rights.

5. Indemnification by Grantee. Grantee shall indemnify, save, hold harmless, and defend the Grantor, its agents and employees, from and against any actual or alleged loss, damage, liability, or expense, including reasonable legal fees, because of any injury to person or property, including property owned by Grantor and Grantor's successors and assigns, caused by any act or omission of Grantee, its agents, lessees, employees, invitees, successors, assigns, contractors, or any other person in connection with Grantee's maintenance, repair and/or use of the Easement Area.

6. Agreement Runs with the Land. The provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the Grantee, the Grantor and their respective successors and assigns.

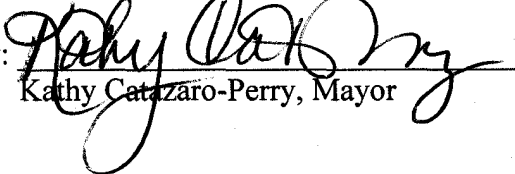
7. Matters of Record. The easement rights granted herein are subject to all existing matters of record.

8. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

9. Prevailing Party Legal Fees. In the event that any party hereto institutes legal action to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to be awarded by the court reasonable attorney's fees (including the reasonable cost of in-house and/or staff counsel) incurred in such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

CITY OF MASSILLON,  
an Ohio Political Subdivision – Grantor

By:   
Kathy Catzaro-Perry, Mayor



Instr: 201507240028694  
 P: 5 of 10 F: \$92.00 07/24/2015  
 Rick Campbell 12:09PM EASE  
 Stark County Recorder T20150027281

STARK COUNTY PARK DISTRICT,  
 an Ohio Political Subdivision - Grantee

By:   
 Robert A. Fonte, Director

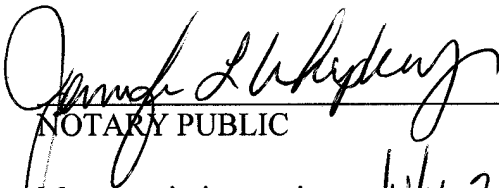
STATE OF OHIO :  
 :SS:  
 COUNTY OF STARK :

BE IT REMEMBERED, that on this 21 day of July, 2015,  
 before me a Notary Public in and for said County, personally came the above named  
 CITY OF MASSILLON, an Ohio Political Subdivision, by Kathy Catazaro-Perry, its  
 Mayor, who acknowledged that she did sign the foregoing instrument and the same is the  
 free act and deed of the said CITY OF MASSILLON, and of her personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at  
 Massillon, Ohio on this day and year aforesaid.



**JENNIFER WHIPKEY**  
 Notary Public, State of Ohio  
 My Commission Expires July 2, 2018  
 Recorded in Stark County

  
 NOTARY PUBLIC  
 My commission expires: July 2, 2018



Instr: 201507240028694 07/24/2015  
 P: 6 of 10 F: \$92.00  
 Rick Campbell 12:09PMEASE  
 Stark County Recorder T20150027281

STATE OF OHIO :  
 :SS:  
 COUNTY OF STARK :

BE IT REMEMBERED, that on this 22nd day of July, 2015, before me a Notary Public in and for said County, personally came the above named STARK COUNTY PARK DISTRICT, an Ohio Political Subdivision, by Robert A. Fonte, its Director, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of the said STARK COUNTY PARK DISTRICT, and of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio on this day and year aforesaid.

*Barbara G. Wells*  
 NOTARY PUBLIC

My commission expires: June 5, 2020

Approved as to legal form and sufficiency

*W.F. Morris*

WILLIAM F. MORRIS  
 Counsel for the Stark County Park District



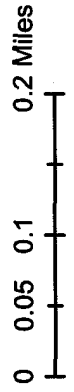
BARBARA G. WELLS  
 Notary Public, State of Ohio  
 My Commission Expires 6/5/2020

This instrument prepared by:

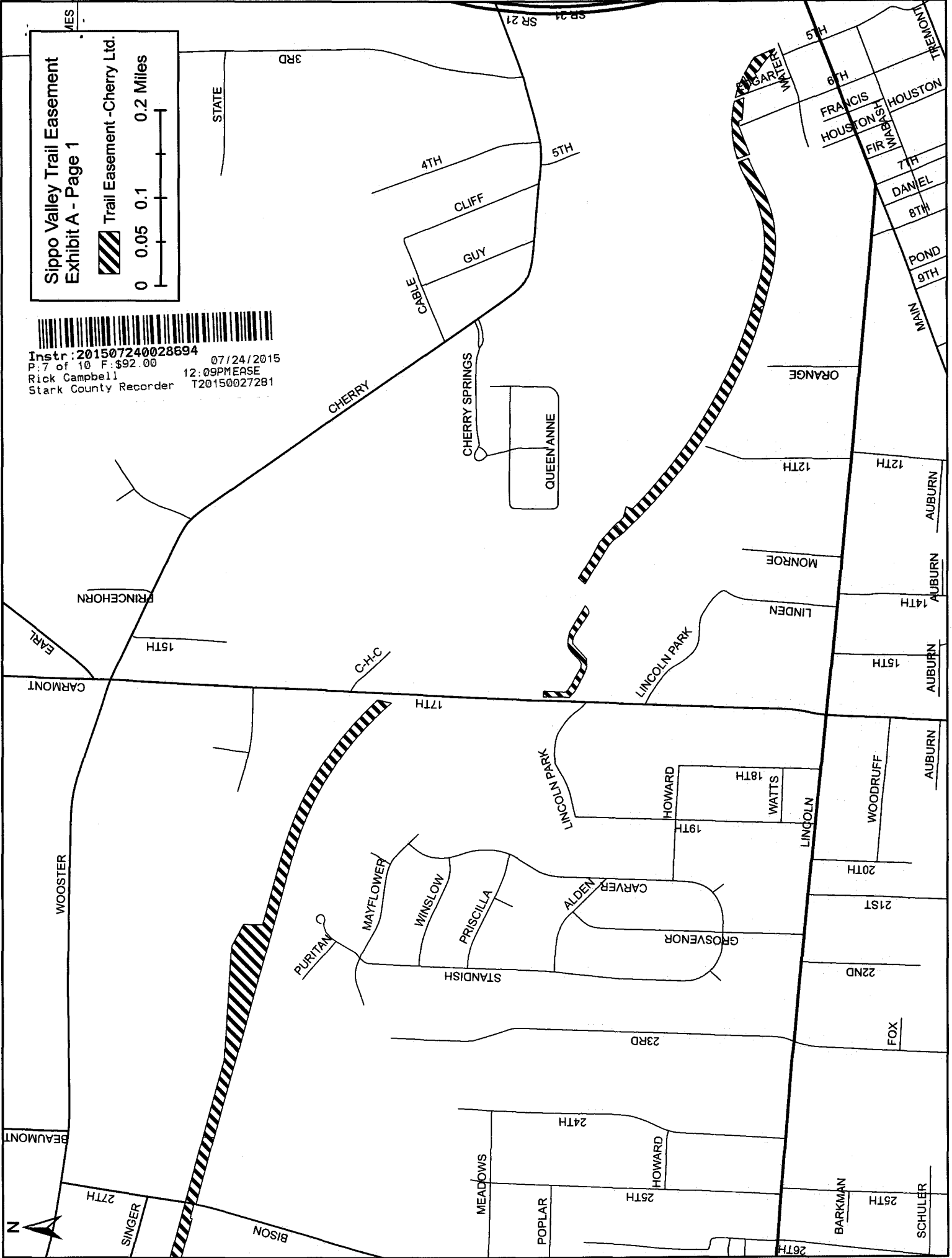
WILLIAM F. MORRIS, ESQ.  
 520 East Main Street – Suite 200  
 Alliance, Ohio 44601  
 (330) 823-3575

Sippo Valley Trail Easement  
Exhibit A - Page 1

Trail Easement - Cherry Ltd.



Instr: 201507240028694 07/24/2015  
P: 7 of 10 F: \$92.00  
Rick Campbell 12:09PMEASE  
Stark County Recorder T20150027281



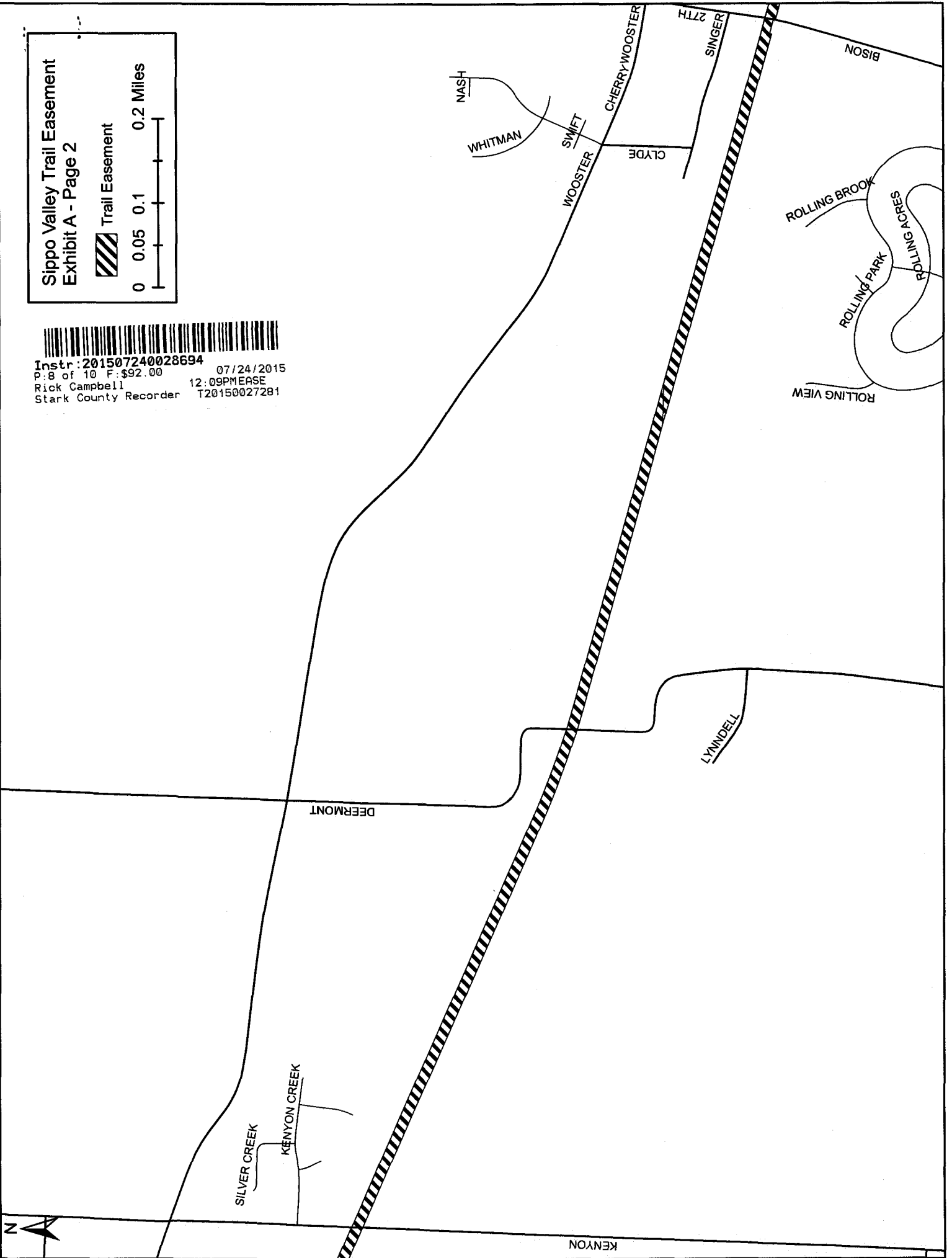
Sippo Valley Trail Easement  
Exhibit A - Page 2



0 0.05 0.1 0.2 Miles



Instr: 201507240028694 07/24/2015  
P: 8 of 10 F: \$92.00  
Rick Campbell 12:09PMEASE  
Stark County Recorder T20150027281

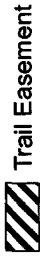


KENYON



Instr: 201507240028694 07/24/2015  
P: 9 of 10 F: \$92.00  
Rick Campbell 12:09PMEASE  
Stark County Recorder T20150027281

Sippo Valley Trail Easement  
Exhibit A - Page 3



0 0.05 0.1 0.2 Miles



KAYWOOD

GARNEL

GLEN

SKYLAND

LAKESIDE

PARKBROOK

ALPHA

MILLPACE

WOODFOREST

SUNSHINE

COVERLEAF

SIPPO RESERVES

UTOPIA

WOODSTONE

MANCHESTER

WOOSTER

BEN FULTON



BEN FULTON



Sippo Valley Trail Easement  
Exhibit A - Page 4



Trail Easement

0 0.050.1 0.2 Miles



Instr: 201507240028694  
P: 10 of 10 F: \$92.00 07/24/2015  
Rick Campbell 12:09PMEASE  
Stark County Recorder T20150027281

BEN FULTON

LINCOLN

PRINCE HORN

ISABELLA

CANWOOD

WOODLINE

GREEN SIDE

GLENWAY

EDGEWAY

HOWELL

UNKNOWN ALLEY

HILLMAN

BAYMAN


ALABAMA

DEER FIELD



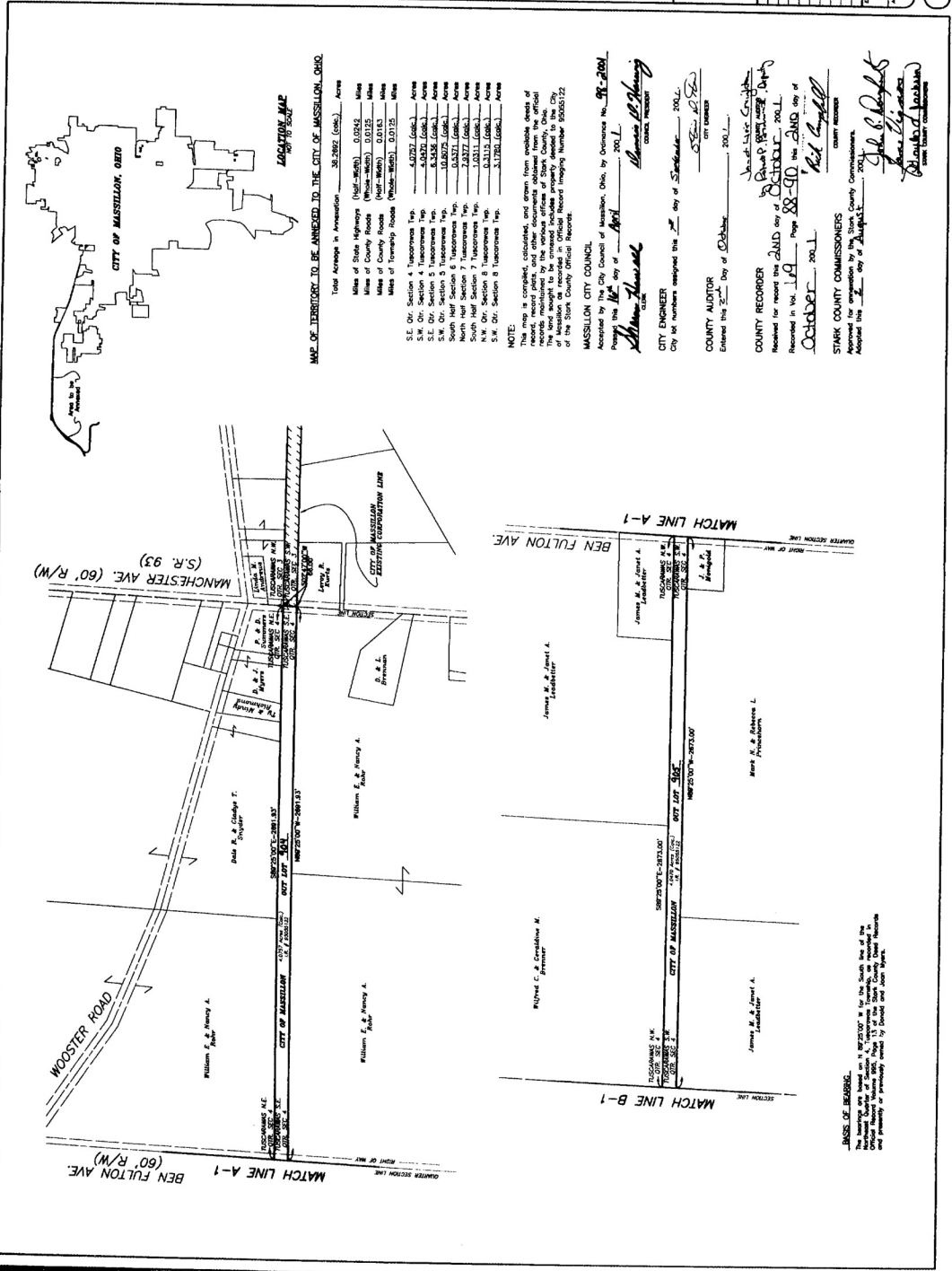
**Stypo Valley Trail Section B**

Part of Traceway Township, Sections 4, 5, 6, 7, and 8  
Stark County, Ohio



DATE: FEB. 2001  
DRAWN BY: JAH  
CHECKED BY: SMH  
SCALE: HORIZONTAL  
VERTICAL

DATE: \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_  
REVISIONS: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_



**BASE OF BEARING.**  
The bearings are based on N 89°25'00" W for the South line of the  
Official Record Book A 100, Page 13 of the Stark County, Ohio  
and plat maps or plat maps issued by David and John Barks.



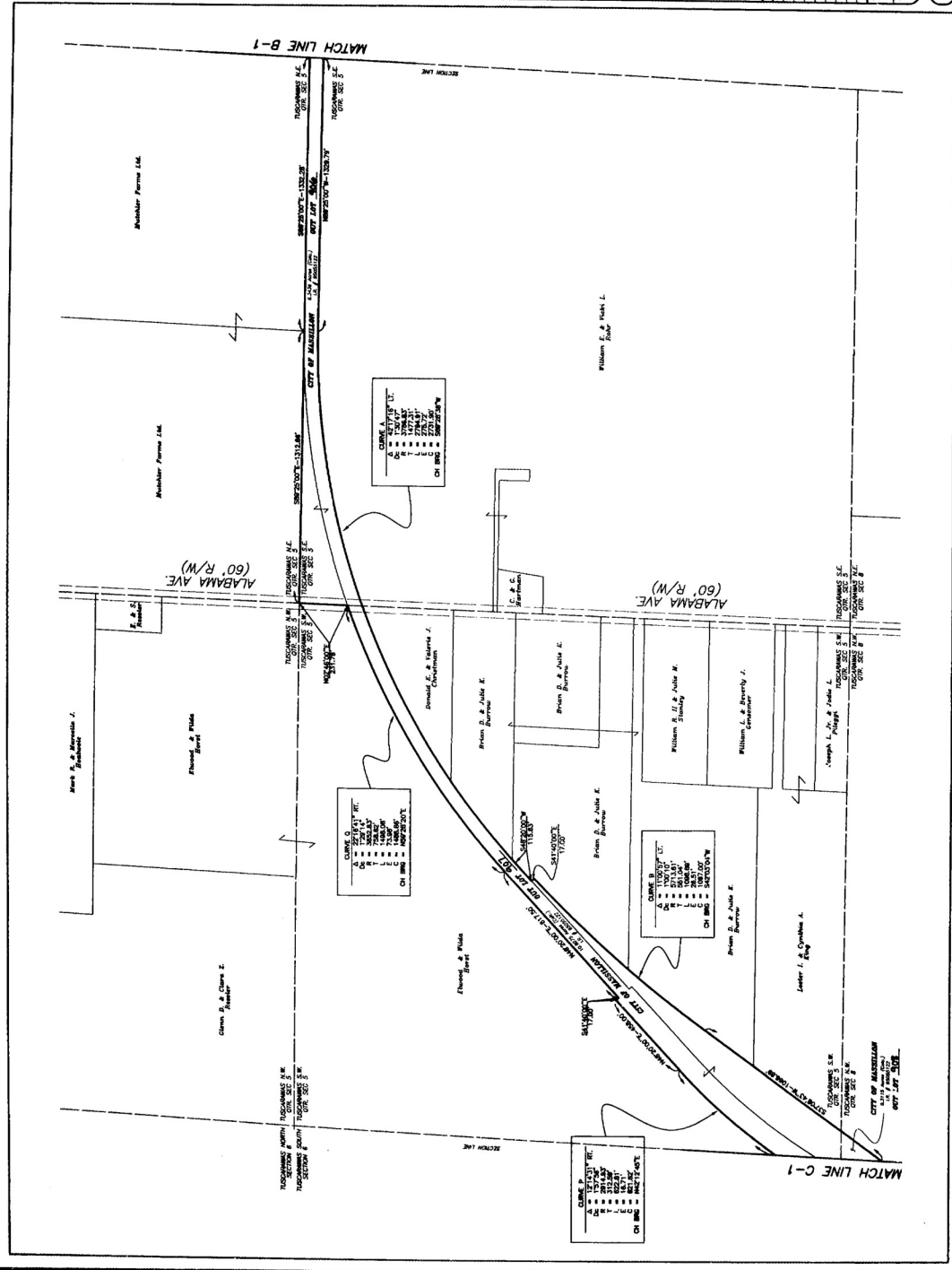
DRAWN BY: J. H. HARRIS  
 CHECKED BY: J. H. HARRIS  
 DATE: FEB. 2001  
 SCALE: 1" = 100'

**Sippo Valley Trail Section B**  
 Part of Tascorco Township, Sections 4, 5, 6, 7, and 8  
 Madison County, Ohio



DATE	DESCRIPTION

PROJECT NAME: Sippo Valley Trail  
 PROJECT NUMBER: 01A00202.DWG  
 DRAWN BY: J. H. HARRIS  
 CHECKED BY: J. H. HARRIS



MATCH LINE B-1

MATCH LINE C-1



Scale in feet: 1" = 40' HORIZONTAL  
Scale in feet: 1" = 80' VERTICAL  
DATE: FEB. 2001  
JOB: 01/02

### Stippo Valley Trail Section B

Part of Tractords Township, Sections 4, 5, 7, and 8  
City of Madison  
Madison, Ohio  
Stark County, Ohio

DATE: FEB. 2001  
JOB: 01/02



DATE	REVISION	DESCRIPTION

ELECTRONIC FILE NAME: 01/02/01.DWG  
DRAWING NUMBER: 01/02/02

