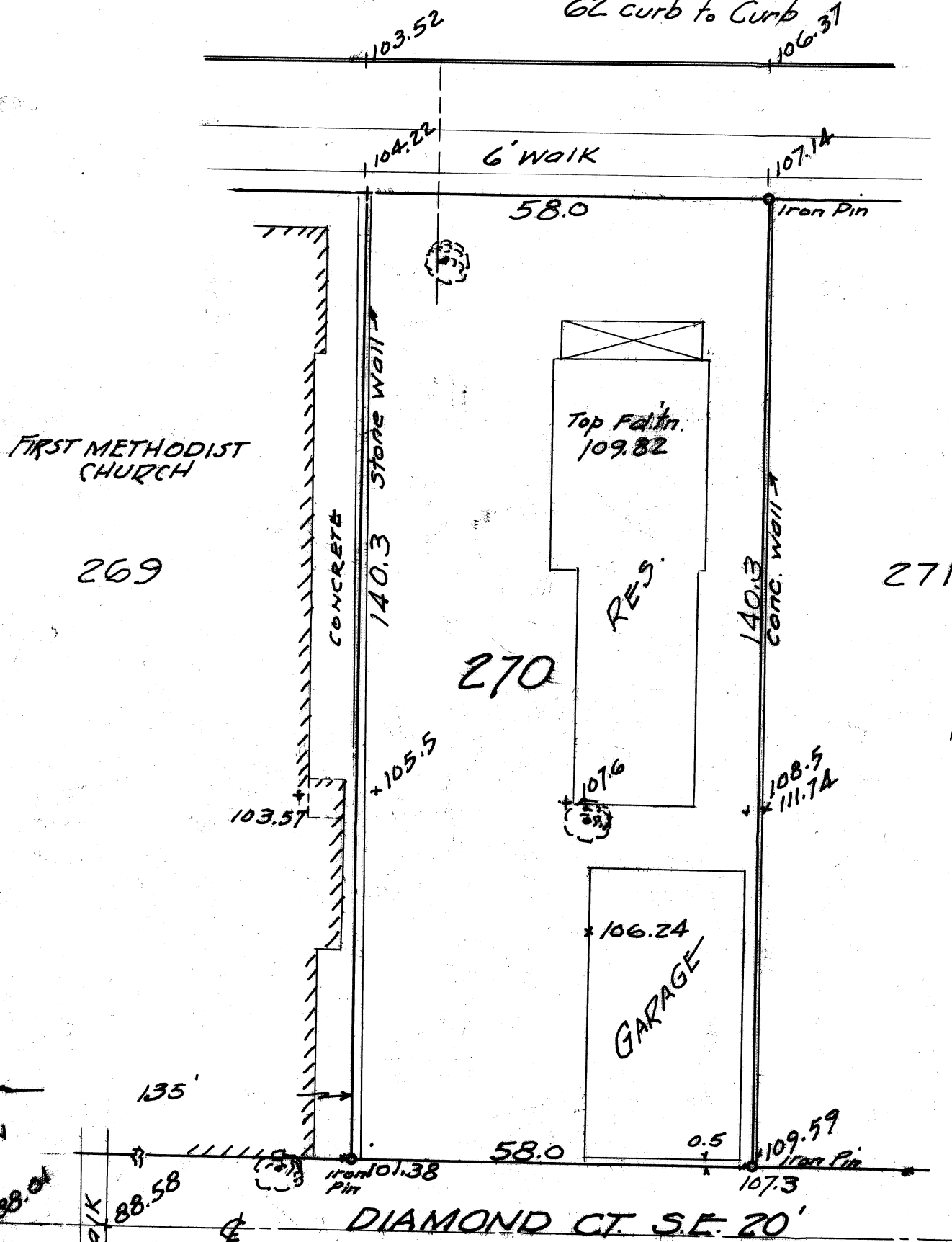


MASSILLON, OHIO.

BY: H.M. Piper - Reg. Engr. & Surveyor Feb. 1956 Scale: 1" = 30 FT.

LINCOLN WAY E. 100'

62' curb to Curb 31



10/16/28 Harry & M. L. Linn, 12 acres 15 M. Linn, Melville & Linn

parties of 1st pt & Long. Pictzaker party of 2nd pt.

Party 1st pt in consideration of payment by parties of 1st pt of \$2000 payable in 1 yr with interest conditioned that if parties of 1st pt shall sell the premises owned by them or use said party wall then said \$2000 payment shall be made in full & should parties of 1st pt not sell their premises or use said party wall then said promissory note shall be renewable up to 5 yrs from date of this instrument.

Party of 2nd part agrees to build at their own expense party wall in substantial & workmanlike manner with footers 3' wide & a load bearing wall 13" thick above the surface of ground located $\frac{1}{2}$ on property of 2nd pt according to plans & specifications prepared by Mr Paul Long & agrees that party of 1st part at any time upon payment of above mentioned consideration may connect with said party wall on the west side thereof & agrees to make provision for such connection.

2nd party further agrees that during the construction of said wall it will for the consideration aforesaid, shore up & protect the bldg of parties of the 1st part.

It is mutually agreed between the parties hereto that if any unforeseen circumstances arise in the excavation for said party wall, such as quick sand, or other emergency, that the parties will apportion the added expenses between them.

It is mutually agreed by the parties hereto that after said wall has been built, either of the parties, subject to the terms & conditions hereinbefore set forth, may extend the same in thickness, depth or height, but no extension in thickness shall be placed on the land of the other without the written consent of such other party.

If any controversy or difference shall arise between the parties with respect to the interpretation or effect of this agreement, or with respect to the rights or liabilities of the parties hereunder, or otherwise, then each & every such controversy or difference shall be submitted to the decision of each three disinterested arbitrators one to be chosen by each of the parties hereto and the third by the two so chosen & the award of a majority of said arbitrators shall be final and conclusive upon the parties hereto.

This agreement shall inure to the benefit of and be binding upon the heirs and assigns of each of the parties hereto, owning the above described parcels of lots of land respectively and the covenants herein contained shall run with the land, provided, however, that no party or owner shall be liable hereunder except for acts or defaults during his ownership of said lots or parcels of land.

CITY OF
MASSILLON
DEPT. OF
ENGINEERING

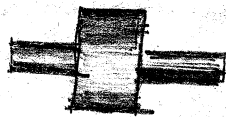
LOCATION _____
SUBJECT _____
COMPUTED BY _____ DATE _____ CHECKED BY _____ DATE _____

JOB NO.
FILE NO.
SHEET NO.

Mayer
Urban
Wampler
Parker
Rice

Mayer Ditch
Canal

Vacation plat alleys



Wm P Fisk
Mayer Ditch

Idam A McLean
Bonne B McLean
Mable P & Winkler
The Dong & Parker Co
R F Dong Park

Winkler
Wm B Fisk
Paul P Corne

Accepted 10/16/28