

969010

ESTATE BY THE ENTIRETIES WITH SURVIVORSHIP DEED NO. 107-2 (REVISED 1972) The Ohio Legal Blank Co., Cleveland
Publishers and Dealers Since 1883

Know all Men by these Presents

That We, **RAYMOND P. ALLEN and MARY D. ALLEN, Husband and Wife,**
2242 Sourek Road, Akron, Ohio 44313
(insert marital status)

of **Summit** County, Ohio,

for valuable consideration paid, Grant(s), (Covenants, if any), to

RAYMOND P. ALLEN and MARY D. ALLEN
husband and wife, for their joint lives, remainder to the survivor of them,

whose last mailing address is 2242 Sourek Road, Akron, Ohio 44313

the following described Real Property: (Description of land or interest therein and encumbrances, reservations, and exceptions, if any)

Situated in the Township of Northampton, County of Summit and State of Ohio and known as being part of Lot No. 3, west of the Cuyahoga River (and further known as being part of an 84 acre parcel of land conveyed to Ida May Wright by deed recorded in Summit County Records, Volume 1351, Page 458, and described as PARCEL #11 in said deed) and more fully described as follows:

Beginning at a point on the north line of said Lot No. 3 and the centerline of Sourek Road (T.R. 198) 60 feet wide, which point bears S 85° 32' 20" E, a distance of 1627.66 feet from the northwest corner of said Lot No. 3;

Thence S 85° 32' 20" E on the north line of said Lot No. 3 and the centerline of Sourek Road, a distance of 660.00 feet to a point;

Thence S 04° 24' 50" W (passing over an iron pipe found 30.00 feet from the north line of said Lot No. 3) on a line parallel to the west line of said 84 acre parcel, a distance of 1686.82 feet to an iron pipe;

Thence N 85° 27' 50" W along the South line of said Lot No. 3, a distance of 660.00 feet to an iron pipe, which pipe is 1631.66 feet from the southwest corner of said Lot No. 3;

Thence N 04° 24' 50" E parallel to the west line of said 84 acre parcel, a distance of 1635.96 feet to the place of beginning (passing over an iron pipe found 30.00 feet from the north boundary of said Lot No. 3) and containing 25.55 acres of land, be the same more or less, as surveyed in April 1979 by Walter W. Dobbins, Registered Surveyor with Emmet J. McDonald and Associates, Inc., but subject to all legal highways and any restrictions and easements of record.

415 - 141 - 3331 - 13-006

TRANSFER NOT NECESSARY
EXEMPT
RECORDING CODE COMPLIED WITH
JULI, PCCA JR.
County Auditor
By *[Signature]*
Deputy Auditor

Prior Instrument Reference: Vol. 1882 Page 166 of the Deed 15458

Records of **Summit** County, Ohio.

This is an Estate by the Entireties with Survivorship Deed *

*See Sections 5307 and 5307.17 of the Revised Code of Ohio as to covenants made and the covenants given by the Estate by the Entireties Survivorship Deed.

6305 MAY 529

41752 Easement - VOL 6514 - Page 426 6-26-81

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPH APPEARING ON THIS FILM STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE DOCUMENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTODUPLICATION. CAMERA OPERATOR: *[Signature]* DATE PROCESSED: 11-2-82

THE STATE OF OHIO
SUMMIT COUNTY, SS.

I, Ralph James, Recorder of said County, do hereby certify that the annexed is a full and true copy of the record of a DEED recorded in Volume 6385 on Page 29 of the County records, as the same appears from said record now in my Office. I do hereby further certify that said DEED was recorded in conformity with the laws of the State of Ohio.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of this office, at Akron, in Summit County, this 7th day of April A.D. 1962

Ralph James
Recorder of Summit County, Ohio

By W. H. Chas.
Deputy Recorder

THIS IS TO CERTIFY THAT THE ABOVE DEED WAS RECORDED IN THE SUMMIT COUNTY RECORDS IN VOLUME 6385 ON PAGE 29 OF THE COUNTY RECORDS, AS THE SAME APPEARS FROM SAID RECORD NOW IN MY OFFICE. I DO HEREBY FURTHER CERTIFY THAT SAID DEED WAS RECORDED IN CONFORMITY WITH THE LAWS OF THE STATE OF OHIO.

FIRST PARCEL

Situated in the Township of Bath, County of Summit, and State of Ohio, and known as being a part of Original Bath Township Lot Number Seventy (70), bounded and described as follows: Beginning at the intersection of the center line of the Grant and Bottom Road, now known as Yellow Creek Rd., County Highway #33, with the easterly line of Bath Township; thence North $0^{\circ} 31'$ West three hundred ninety-five and $34/100$ (395.34) feet; thence South $89^{\circ} 29'$ West three hundred seventy-five $54/100$ (375.54) feet; thence South $0^{\circ} 8'$ East two hundred eighty-nine and $74/100$ (289.74) feet; thence South $73^{\circ} 16'$ East one hundred fifty-seven and $08/100$ (157.08) feet thence South $76^{\circ} 1'$ East two hundred thirty-four and $96/100$ (234.96) feet to the place of beginning and containing two and $983/1000$ (2.983) acres of land as surveyed September 28, 1891, by S. G. Swifart, Surveyor, be the same more or less, but subject to all legal highways.

SECOND PARCEL

Situated in the Township of Bath, County of Summit, and State of Ohio, and known as being a part of Lot Number Fifty-one (51) in Bath Township and bounded and described as follows: Beginning at the north east corner of Lot No. 51; thence south along the east line of Lot No. 51, four hundred twenty-nine (429) feet to a point which is the true place of beginning; thence South $89^{\circ} 30'$ West one thousand five hundred twenty-six and $58/100$ (1526.58) feet to a point; thence North along a line which is parallel to the east line of Lot No. 51, four hundred twenty-nine (429) feet to a point in the north line of Lot No. 51; thence west along the north line of Lot No. 51 to the northwest corner of said Lot No. 51; thence south along the west line of Lot No. 51 to the southwest corner of Lot No. 51; thence east along the south line of Lot No. 51 to the southeast corner of Lot No. 51; thence north along the east line of Lot No. 51 to the place of beginning, containing about one hundred twenty-nine and $59/100$ (129.59) acres of land, be the same more or less, but subject to all legal highways.

THIRD PARCEL

Situated in the Township of Bath, County of Summit and State of Ohio, and known as being part of Lot 70 of said Township, and more fully described as follows:

Beginning at a lead-center monument set at the northeasterly corner of said Lot 470 (E. 2, 251, 268.28 N. 546, 321.05) being on the westerly line of Northampton Township and easterly line of Bath Township;

Thence, S. $68^{\circ} 40' 43''$ W. 2754.26 feet to a lead-center monument set at the north-westerly corner of said Lot 70 (E. 2, 248, 534.77 N. 548, 714.53), said point being on the easterly line of a parcel conveyed to R. and M. Brewster (witness an iron pin found S. $0^{\circ} 50' 56''$ E. along said west line of Lot 70 2392.45 feet, being at the southwesterly corner of said Lot 70);

Thence, S. $27^{\circ} 33' 27''$ E. 586.69 feet to a lead-center monument set on the center line of Yellow Creek Road (C.H. #33) 60 feet wide, being at the same place where an old stone was found by the Summit County Engineer which was intended to be on the westerly line of Lot #70;

Thence, N. $62^{\circ} 56' 23''$ E. along the center line of Yellow Creek Road 1.30 feet to the point of curve (witness a lead-center monument set N. $27^{\circ} 03' 37''$ W. 30.00 feet from this point);

Thence, along the arc of a circle curving to the right (central angle $11^{\circ} 20'$ D=5'00' R=1145.92') 226.67 feet to the point of tangency (witness a lead-center monument set N. $15^{\circ} 43' 37''$ W. 30.00 feet from this point);

Thence, N. $74^{\circ} 16' 23''$ E. 200.45 feet to the point of curve (witness a lead-center monument set N. $15^{\circ} 43' 37''$ W. 30.00 feet from this point);

Thence, along the arc of a circle curving to the left (central angle $17^{\circ} 29'$ D=7'00' R=818.51') 24976 feet to the point of tangency (witness a lead-center monument set N. $33^{\circ} 12' 37''$ W. 30.00 feet from this point);

Thence, N. $56^{\circ} 47' 23''$ E. 137.76 feet to a point of curve (witness a lead-center monument set N. $33^{\circ} 12' 37''$ W. 30.00 feet from this point);

EXHIBIT 6

THIS IS TO CERTIFY THAT THE STRIP IS AN ACCURATE AND CORRECT COPY OF THE ORIGINAL SURVEY DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHING.

Thence, along the arc of a circle curving to the right (central angle $27^{\circ}14'$ D: $15^{\circ}00'$ Tan: $92.53'$ R: $381.97'$) 131.55 feet to the point of tangency (witness a lead-center monument set N. $5^{\circ}58'37''$ W. 30.00 feet from this point);

Thence, N. $64^{\circ}01'23''$ E. 577.47 feet to a point of curve (witness a lead-center monument set N. $5^{\circ}58'37''$ W. 30.00 feet from this point);

Thence, along the arc of a circle curving to the right (central angle $41^{\circ}35'30''$ D: $15^{\circ}00'$ Tan: $145.07'$ R: $381.97'$) 277.26 feet to a point of tangency (witness a lead-center monument set N. $35^{\circ}36'53''$ E. 30.00 feet from this point);

Thence, S. $54^{\circ}23'07''$ E. 178.13 feet to the point of curve (witness a lead-center monument set N. $35^{\circ}36'53''$ E. 30.00 feet from this point);

Thence, along the arc of a circle curving to the left (central angle $13^{\circ}25'$ D: $10^{\circ}00'$ Tan: $67.46'$ R: $572.96'$) 134.17 feet to the tangency (witness a lead-center monument set N. $22^{\circ}11'53''$ E. 30.00 feet from this point);

Thence, S. $67^{\circ}48'07''$ E. 336.91 feet to the point of tangency (witness a lead-center monument set N. $22^{\circ}11'53''$ E. 30.00 feet from this point);

Thence, along the arc of a circle curving to the left (central angle $19^{\circ}32'31''$ D: $5^{\circ}00'$ R: $1145.95'$ Chord: S. $77^{\circ}34'22''$ E. 388.95') 390.34 feet to the intersection of the center line of Yellow Creek Road with the easterly line of said Lot 70 (witness a lead-center monument set N. $1^{\circ}04'39''$ W. 27.32 feet from this point, being the southwesterly corner of Lot 7, Northampton Township, and southwesterly corner of a parcel conveyed to S. A. Hutchinson by instrument recorded in Volume 1523, Page 297, of the Summit County Record of Deeds, also witness a lead-center monument set N. $1^{\circ}04'39''$ W. 30.05 feet from this point);

Thence, N. $1^{\circ}04'39''$ W. along the easterly line of Lot 70, easterly line of G. O'Neil parcel, easterly line of Bath Township, westerly line of Northampton Township and westerly line of S. A. Hutchinson land 430.82 feet to a lead-center monument set at the northwesterly corner thereof and southwesterly corner of a parcel conveyed to V. E. Sarich by instrument recorded in Volume 2933, Page 21, of the Summit County Record of Deeds;

Thence, N. $2^{\circ}15'41''$ E. along easterly line of said Lot 70, easterly line of Bath Township, westerly line of Northampton Township, and westerly line of Sarich parcel 231.00 feet to the place of beginning.

EXCERPT, therefrom a parcel of land conveyed to J. L. Heilman by instrument recorded in Volume 1700, Page 478, and further described as follows:

Situated in the Township of Bath, County of Summit, and State of Ohio, and known as being part of Lot 70 of said Township and more fully described as follows:

Beginning at a lead-center monument set at the northwesterly corner of said Lot 70 (E. 2,248,534.77 N. 548,714.53);

Thence, S. $0^{\circ}50'15''$ E. along the westerly line of Lot 70, a distance of 595.05 feet to its intersection with the center line of Yellow Creek Road (C.H. #33) 60 feet wide (witness an iron pin found S. $0^{\circ}50'56''$ E. 1797.40 feet, being at the southwesterly corner of said Lot 70);

Thence, N. $62^{\circ}56'23''$ E. along the center line of Yellow Creek Road 19.49 feet to a lead-center monument, being at the same place at which an old stone was found by the Summit County Engineer, intending to be at the intersection of the center line of Yellow Creek Road with the westerly line of said Lot 70;

Thence, continuing N. $62^{\circ}56'23''$ E. along the center line and center line extended 115.00 feet to the "P.I." of a $5^{\circ}00'$ curve to the right (central angle $11^{\circ}20'$ R: $1145.92'$ Tan: $113.70'$ Arc length: 226.67'), from this "P.I." witness a railroad track spike found northwesterly 21.91 feet in the southwesterly side of an 18" elm tree, also witness a railroad track spike found northerly 24.06 feet in the easterly side of a 15" elm tree;

Thence, N. $74^{\circ}16'23''$ E. along the forward tangent and center line of Yellow Creek Road 314.15 feet to the point of curve (witness a lead-center monument set N. $15^{\circ}43'37''$ W. 30.00 feet from this point);

Thence, along the arc of a circle curving to the left (central angle $1^{\circ}21'02''$ R: $818.51'$ Chord: 19.37 feet) 19.37 feet to a point on the westerly line of said Heilman parcel;

THIS IS TO CERTIFY THAT THE MICROPHOTODUPLICATION OF THIS PLAN
SHOWN IS AN ACCURATE AND COMPLETE REPRODUCTION OF A COPY OF THE
ORIGINAL PLAN DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR MICROFILMING
CAMERA OPERATOR *[Signature]* DATE PROCESSED 12-3-77

Thence, N. 11°05'16" W. 101.05 feet to an iron pin found at the northwesterly corner of said Hellman parcel and true place of beginning;

Thence, N. 60°54'44" E. to an iron pin found at the northeasterly corner of said Hellmar parcel;

Thence, S. 0°05'16" E. 121.90 feet to the intersection of the easterly line of said Hellmar parcel with the center line of Yellow Creek Road (witness a lead-center monument set N. 0°05'16" W. 35.52 feet from this point);

Thence, S. 56°47'23" W. 73.62 feet to a point of curve (witness a lead-center monument set N. 33°12'37" W. 30.00 feet from this point);

Thence, along the arc of a circle curving to the right (central or R:818.51' D:700' Chord S. 64°51'22" W. 229.71') 230.47 feet of the center line of Yellow Creek Road and westerly line of said lead-center monument set N. 11°05'16" W. 30.10 feet from

Thence, N. 11°05'16" W. 101.05 feet to the place of beginning these bounds 0.7977 acres.

The total area embraced by the first part of the above description; the net area of Parcel #2 is 24.0026 acres as surveyed by Robert J. Fish, Registered Surveyor #4240.

FOURTH PARCEL.

Situated in the Township of Bath, County of Summit, and State of Ohio, and known as being a part of Lot Number Fifty (50), further bounded and described as follows, to-wit: Beginning at the southeast corner of said Lot Number Fifty (50). Thence S 89° 30' E., along the south line of said Lot Number Fifty (50), a distance of 1534.56 feet to a point. Said point being the southeast corner of 25.75 acres deeded to David and Anna Davis by deed recorded in Vol. 986, page 647, Summit County Records. Thence N 1° 30' W., a distance of 520.00 feet to a point. Thence N 41° 45' W., a distance of 489.72 feet to a point. Thence N 0° 30' E., a distance of 242.50 feet to a point. Said point being the northeast corner of said 25.75 acres. Thence S 89° 30' W., along the north line of said 25.75 acres, a distance of 833.50 feet to a point in the west line of said Lot Number Fifty (50). Thence N 1° 15' E., along the west line of said Lot Number Fifty (50), a distance of 325.38 feet to a point in the center line of the Martin Road. Thence N 58° 15' E., along the center line of said Martin Road, a distance of 153.78 feet to a point. Thence N 89° 45' E., along the center line of said Martin Road and said center line produced, a distance of 2684.33 feet to a point in the east line of said Lot Number Fifty (50). Thence S 2° 05' W., along the east line of said Lot Number Fifty (50), a distance of 1533.47 feet to the place of beginning and contains 71.336 acres of land be the same more or less, but subject to all legal highways.

FIFTH PARCEL

Situated in the Township of Bath, County of Summit, and State of Ohio, and known as being a part of Lot Number Fifty One (51) further bounded and described as follows, to-wit: Beginning at a point in the north line of said Lot Number Fifty One (51). Said point being, S 89° 30' W., a distance of 101.54 feet from the northeast corner thereof. Thence S 2° 05' W., a distance of 429.00 feet to a point. Thence S 89° 30' W., a distance of 1425.04 feet to a point. Thence N 2° 05' E., a distance of 429.00 feet to a point in the north line of said Lot Number Fifty One (51). Thence N 89° 30' E., along the north line of said Lot Number Fifty One (51), a distance of 1425.04 feet to the place of beginning, and contains 14.034 acres of land as surveyed by G. S. Mathews in November 1934, be the same more or less, but subject to all legal highways.

THIS IS TO CERTIFY THAT THE MICROFILM REPRODUCTION OF THIS MAP STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILED IN THE PUBLIC RECORDS OF THE COUNTY OF SUMMIT, OHIO, AND WAS MADE BY THE NATIONAL ARCHIVES SERVICE, COLLEGE PARK, MARYLAND, DATE FORWARDED 10-2-78

Know all Men to these Presents

629260

Chas. I. Michael G. O'Neil, a married man

the Grantor,
who claims title by or through instrument recorded in Volume 5079, Page 241,
County Recorder's Office, for the consideration of

Dollars (\$1.00)
received to my full satisfaction of THE BOARD OF PARK COMMISSIONERS
FOR THE AKRON METROPOLITAN PARK DISTRICT

the Grantee,
whose TAX MAILING ADDRESS will be

have Given, Granted, Remised, Released and Forever Quit-Claimed, and do by these
presents absolutely give, grant, remise, release and forever quit-claim unto the said
grantee, its successors, heirs and assigns forever, all such right and
title as I, the said grantor, have or ought to have in and to the
following described pieces or parcels of land, situated in the City of Akron,
Ohio, to-wit:

As shown on Exhibit A, attached hereto and made a part hereof.

(The conveyance herein is of an undivided 1/5 interest in the
premises described.)

18823

TRANSFERRED IN COMPLIANCE WITH	
SEC. 6052 REV. CODE	
EXEMPT	FEE
C. L. BOWER	Deputy Auditor

THIS IS TO CERTIFY THAT THE MICROFILM APPEARING ON THIS FILM
STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE 1000
SENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHING
CAMERA OPERATOR *John A. Miller* DATE PROCESSED 10-2-64

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said grantee, its successors, heirs and assigns, so that neither the said grantor, nor grantor's heirs, nor any other persons claiming title through or under grantor, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

And for valuable consideration I, Juliet R. O'Neil, wife of grantor herein

do hereby remise, release and forever quit-claim unto the said grantee its successors, heirs and assigns, all my right and expectancy of title in the above described premises.

In Witness Whereof, we have hereunto set our hands, this 13th day of December, 1934, in the year of our Lord one thousand nine hundred and seventy-one.

Signed and acknowledged in presence of

Theresa M. Haidnick
Theresa M. Haidnick

Michael G. O'Neil
Michael G. O'Neil

Juliet R. O'Neil
Juliet R. O'Neil

State of Ohio, ss. Before me, a Notary Public in and for said County and State, personally appeared the above named Michael G. O'Neil and Juliet R. O'Neil

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Akron, Ohio, this 13th day of December, A. D. 1934.

James L. Loh
Notary Public

JAMES L. LOH, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date. Section 14743 H.C.

5245 PAGE 95



MICHAEL G. O'NEIL and
JULIET R. O'NEIL

THE BOARD OF PARK COMMISSIONERS
FOR THE AKRON METROPOLITAN
PARK DISTRICT

Transferred

County Auditor

State of Ohio

County of

Received for record on the

day of

at

and recorded

Book

Page

This instrument prepared by

THIS IS TO CERTIFY THAT THE MICROGRAPH APPEARING ON THE STAMP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A GENUINE COPY SENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR THE PURPOSE OF BEING USED AS EVIDENCE IN COURT. DATE PROCESSED 11-1-34

Boat # 1153400
17 ERL
(5000) 529260

Oliver
Adrian Foster
12 of 1000

RECEIVED
FEB 28 1971

AL 106
RECEIVED JAN 11 1971

Vol 24 5456
[Signature]

St. Louis County, Mo.
1971

RECEIVED
FEB 28 1971
CPL BOWEN
COUNTY AUDITOR

Know All Men by these Presents

That I, William M. O'Neil, a widower and not remarried

the Grantor
who claims title by or through instrument recorded in Volume 5479, Page 241,
County Recorder's Office, for the consideration of

Dollars (\$1.00)
received to my full satisfaction of THE BOARD OF PARK COMMISSIONERS
FOR THE AKRON METROPOLITAN PARK DISTRICT

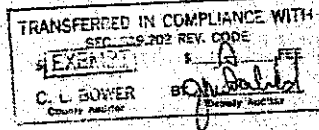
the Grantee
whose TAX MAILING ADDRESS will be

have Given, Granted, Remised, Released and Forever Quit-Claimed, and do by these
presents absolutely give, grant, remise, release and forever quit-claim unto the said
grantee, its successors, heirs and assigns forever, all such right and
title as I, the said grantor, have or ought to have in and to the
following described pieces or parcels of land, situated in the
County of Cuyahoga, State of Ohio

As shown on Exhibit A, attached hereto and made a part hereof.

(The conveyance herein is of an undivided 1/5 interest in the
premises described.)

18822



VX 5245 PAGE 89

THIS IS TO CERTIFY THAT THE METROPOLITAN PARK DISTRICT HAS RECEIVED
THIS DEED AS AN ACQUITANCE AND FOR THE REDEMPTION OF A CASE FILED
IN THE REGULAR COURT OF CUYAHOGA COUNTY, OHIO, IN CASE NO. 100-100-100
CINEMA OPERATOR [Signature] DATE PROCESSED 11-1-89

DATE 11/20/71
BY [Signature]
629259
O'Neil X
in Motor Park Dist
Bluffton, S.C.

RECEIVED FOR RECORD
DEC 20 1971

1/25/72
JAN 25 1972

3/2/73
APR 2 1973

Summit County, Ohio

RECEIVED
DEC 23 1971

LY BOWEN
COUNTY AUDITOR

Know All Men by these Presents

629263

Chnl. 1, Grace O'Neil Regan, having taken title as Grace Regan,
a married woman

who claims title by or through instrument, recorded in Volume 5079, Page 241,
County Recorder's Office, for the consideration of

received to my full satisfaction of THE BOARD OF PARK COMMISSIONERS
FOR THE AKRON METROPOLITAN PARK DISTRICT

whose TAX MAILING ADDRESS will be

have Given, Granted, Envised, Released and Forever Quit-Claimed and do by these
presents absolutely give, grant, remise, release and forever quit-claim unto the said
grantee, its successors ~~heirs~~ and assigns forever, all such right and
title as I, the said grantor, have or ought to have in and to the
following described pieces or parcels of land ~~situated in the~~
~~County of~~ ~~State of Ohio~~

As shown on Exhibit A, attached hereto and made a part hereof.

(The conveyance herein is of an undivided 1/5 interest in the
premises described.)

18826

TRANSFERRED IN COMPLIANCE WITH
EXEMPT 519.203 REV. CODE
C. L. BOWER
County Auditor

THIS IS TO CERTIFY THAT THE MICROFILM COPY OF THIS FILE
STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A FILE STRIP
REPRODUCED IN THE REGULAR COURSE OF BUSINESS BY PHOTOGRAPHIC
FILM OPERATOR *John A. Kelly* DATE REPRODUCED 11-1-57

And for valuable consideration I, William M. Regan, husband of grantor herein

In Witness Whereof, we have hereunto set our hands, the
11 day of December, in the year of our Lord one thousand
 nine hundred and seventy-one.
 Signed and acknowledged in presence of

Grace O'Neil Regan

✓ *William M. Regan*
William M. Regan

New York
State of ~~CHENANGO~~ ss. Before me, a notary public
West Chester County, in and for said County and State, personally appeared
the above named Grace O'Neil Regan and William M. Regan

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Bronxville, New York
this 11th day of December A. D. 1971.

BERNARD H. KAPLAN
NOTARY PUBLIC, State of New York
No. 20-2339212
Qualified in Westchester County
Exam Expires March 22, 1973

X Abraham H. Callen
Notary Public

5245 PRE 113

Printed by

GRACE O'NEIL, REGAN and
WILLIAM M. REGAN

END

THE BOARD OF PARK COMMISSIONERS
FOR THE AXRON METROPOLITAN
PARK DISTRICT

— 191 —

COMPTON AUDITOR

13110 JUN 1955

Quantity of _____ 55

Directed for Record in the

day of 19

at _____ o'clock M.

[illegible]

— 100 —

COUNTY RECORDS

15 July 1940

189. Poudard, J. *Journal*. 1844.

ESATH (S) 12-1-71
 FINAL (12-29-71) 629263

(15 min) INDEXED

Alison M. ...
Big Park Commission

RECEIVED FOR RECORD
 DEC 28 1971

1:09
 JAN 3 - 1972

Vol. 50-45 Page 112-117

Ray R. Ruff
 Summit County, Ohio

RECEIVED
 FOR TRANSFER
 DEC 28 1971
 C. L. BOWER
 COUNTY AUDITOR

TRANSFERED
 DEC 28 '71
 C. L. BOWER-AUDITOR

THIS IS TO CERTIFY THAT THE ABOVE QUANTITY OF ...
 STRIP IS AN ACCOUNT OF ...
 BEEN DELIVERED IN THE ...
 CANTON, OHIO

5245 PAGE 117

That I, Thomas F. O'Neil, a married man

the Grantor ,
who claims title by or through instrument , recorded in Volume 5079, Page 241,
County Recorder's Office, for the consideration of

Dollars (\$1.00)
received to my full satisfaction of THE BOARD OF PARK COMMISSIONERS
FOR THE AKRON METROPOLITAN PARK DISTRICT

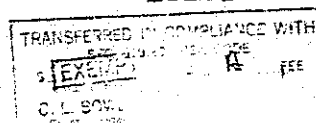
the Grantee ,
whose TAX MAILING ADDRESS will be

have Given, Granted, Released and Forever Quit-Claimed and do by these
presents absolutely give, grant, remise, release and forever quit-claim unto the said
grantee , its successors ~~taxes~~ and assigns forever, all such right and
title as I, the said grantor , have or ought to have in and to the
following described pieces or parcels of land ~~and estate or interest~~ ~~and estate or interest~~
~~and estate or interest~~

As shown on Exhibit A, attached hereto and made a part hereof.

(The conveyance herein is of an undivided 1/5 interest in the
premises described.)

18824



THIS IS TO CERTIFY THAT THE MICROGRAPH APPEARING ON THIS
STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE DOCH-
MENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR MICROGRAPHING.
CAMERA OPERATOR *John J. Kelly* DATE PROCESSED *12-3-88*

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said grantee, its successors ~~heirs~~ and assigns, so that neither the said grantor, nor grantor's heirs, nor any other persons claiming title through or under grantor, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

And for valuable consideration I, Claire M. O'Neil, wife of grantor herein,

do hereby remise, release and forever quit-claim unto the said grantee its successors ~~heirs~~ and assigns, all right and expectancy of ~~lower~~ in the above described premises.

In Witness Whereof, we
17th day of December
nine hundred and seventy-one.
Signed and acknowledged in presence of

have hereunto set our hands, the
in the year of our Lord one thousand

X Thomas F. O'Neil
X Claire M. O'Neil

Thomas F. O'Neil
Thomas F. O'Neil
Claire M. O'Neil
Claire M. O'Neil

CONNECTICUT
State of ~~Conn.~~ ss. Before me, a notary public
Fairfield County, in and for said County and State, personally appeared
the above named Thomas F. O'Neil and Claire M. O'Neil

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and
official seal, at Greenwich, Connecticut
this 17th day of December, A. D. 1971

Notary Public

5245 PAGE 101

Quit Claim Deed

THOMAS F. O'NEIL and
CLAIRE M. O'NEIL,

THE BOARD OF PARK COMMISSIONERS
FOR THE AXMINSTER METROPOLITAN
PARK DISTRICT

Transferred

COUNTY RECORDER

State of Ohio

County of

Received for Record on the

day of

at

and recorded

Book

Page

This instrument prepared by

THIS IS TO CERTIFY THAT THE MICROFILM REPRODUCTION OF THIS INSTRUMENT IS AN ACCURATE AND COMPLETE REPRODUCTION OF THE ORIGINAL INSTRUMENT. IN THE REGULAR COURSE OF BUSINESS FOR PHOTODUPLICATION. OPERATOR: [Signature] DATE PROCESSED: 12-3-71

ENCLOSURE (X)
SERIAL (2-247)

629261

O. Neil X
to Public Safety
FBI - Cincinnati

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

NOV 28 1971

629262

Know all Men by these Presents

That I, John O'Neil, a married man

who claims title by or through instrument, recorded in Volume 5079, Page 241,
County Recorder's Office, for the consideration of

Dollars (\$1.00)
received to my full satisfaction of THE BOARD OF PARK COMMISSIONERS
FOR THE AKRON METROPOLITAN PARK DISTRICT

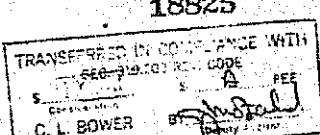
whose TAX MAILING ADDRESS will be

have Given, Granted, Remised, Released and Forever Quit-Claimed and do by these
presents absolutely give, grant, remise, release and forever quit-claim unto the said
grantee, its successors, and assigns forever, all such right and
title as I, the said grantor, have or ought to have in and to the
following described pieces or parcels of land, ~~situated in~~ ~~the~~ ~~County of~~ ~~the State of~~ ~~Ohio~~
xxCountyxx : xxState of Ohioxx

As shown on Exhibit A, attached hereto and made a part hereof.

(The conveyance herein is of an undivided 1/5 interest in the
premises described.)

18825



THIS IS TO CERTIFY THAT THE MICROFILM STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILED IN THE
NEXT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHY
CAMERA OPERATOR *James H. H. H.* DATE PROCESSED *12-3-67*

To Have and to hold the premises aforesaid, with the appurtenances thereunto belonging to the said grantee, its successors, ~~heirs and assigns~~, so that neither the said grantor, nor grantor's heirs, nor any other persons claiming title through or under grantor, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

And for valuable consideration I, Helene C. O'Neil, wife of grantor herein

do hereby remise, release and forever quit-claim unto the said grantee its successors, heirs and assigns, all my right and expectancy of ~~lower~~ in the above described premises.

In Witness Whereof, we have hereunto set our hands, the 15th day of December, in the year of our Lord one thousand nine hundred and seventy-one.

Signed and acknowledged in presence of

John O'Neil
John O'Neil

Helene C. O'Neil
Helene C. O'Neil

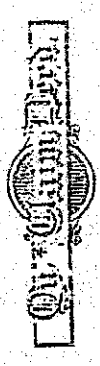
MARYLAND
State of Ohio ss. Before me, a notary public in and for said County and State, personally appeared the above named John O'Neil and Helene C. O'Neil

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Bethesda, Maryland this 15th day of December, A. D. 1971.

Anna M. Ross
Notary Public

5245 107



JOHN O'NEIL and
HELENE C. O'NEIL

THE BOARD OF PARK COMMISSIONERS
FOR THE AKRON METROPOLITAN
PARK DISTRICT

Transferred

County of Ohio

Received for Record in the

County of Ohio

day of Dec at 10 o'clock AM

and Recorded in Book 10 Page 107

Recorders Fee \$

This instrument prepared by

THIS IS TO CERTIFY THAT THE MICROFILM COPY APPEARING ON THIS STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A JUNE 1968 DOCUMENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHIC REPRODUCTION.

DATE PROCESSED 1-2-82

FILED 629262 (1511) *7*

Alphon Metrois Park District
Dist. of Park Commissioner

5245 DEC 11 1971

RECEIVED FOR RECORD
DEC 28 1971

At 1:08 *o'clock*

Received JAN 3 - 1972

Vol 5445 Page 106-111

Roy R. Ruff
Summit County, Ohio

RECEIVED FOR TRANSFER
DEC 28 1971
C. L. BOWER
COUNTY AUDITOR

TRANSFERED
DEC 28 '71
C. L. BOWER-AUDITOR

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPH APPEARING ON THE FILM STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE DOCUMENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHING. CAMERA OPERATOR *James A. Kelly* DATE PROCESSED *12-5-71*

FILED 2/17/83

FILED
COURT

FEB 18 1983
AT 3:15 PM

PARTNERSHIP CERTIFICATE

COUNTY OF SUMMIT

TO THE CLERK OF THE COURT OF COMMON PLEAS OF SUMMIT COUNTY, OHIO

The undersigned do hereby certify that:

RALPH L. BARNER, residing at 625 Inverness Road,
Akron, Ohio 44313

SALVATORE H. CRANO, residing at 303 Marion Lake
Boulevard, Cuyahoga Falls, Ohio 44223

VAL A. BONGAUS, residing at 1565 Woodland Lane,
Cuyahoga Falls, Ohio 44224

ALBERT R. ZITO, residing at 397 Woodland Avenue,
Wadsworth, Ohio 44251

are interested, as partners, in the partnership transacting
business under the name of VINE TOP ESTATES, with its
principal place of business in the City of Stow, Summit County,
Ohio.

The foregoing are the names in full of all members of said
partnership and their places of residence.

Signed and acknowledged by us, this ____ day of February,
1983.

Ralph L. Barner

Salvatore H. Crano

Val A. Bongaus

Albert R. Zito

STATE OF OHIO

SUMMIT COUNTY

Personally appeared before me, a Notary Public, in and for
said County, RALPH L. BARNER, SALVATORE H. CRANO, VAL A. BONGAUS
and ALBERT R. ZITO, the signers of the foregoing certificate,
who severally acknowledged that they did sign the same, and that
the same is true and their free act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and
affixed my official seal this ____ day of February, 1983, at
Cuyahoga Falls, Ohio.

Notary Public

ASSURED
LAW OFFICES
14000 E. 12th Ave.
Suite 1000
Cleveland, Ohio 44115

EXHIBIT 3

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPH APPEARING ON THE
SLIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE PHOTO-
GRAPH DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHING.
COURT OPERATOR *James A. Miller* DATE PROCESSED *12-5-82*

3656

PARTNERSHIP CERTIFICATE
(O.R.C. § 1777.02)

TO THE COUNTY RECORDER OF SUMMIT COUNTY,
OHIO:

The undersigned do hereby certify that:

Ralph L. Barron, Jr. residing at 2133 20th Street, Cuyahoga Falls, Ohio 44223; and,
Salvatore H. Crano residing at 303 Marion Lake Boulevard, Cuyahoga Falls, Ohio 44223; and,
Val A. Rongaus residing at 3553 Darrow Road, Stow, Ohio 44224; and
Albert R. Zito residing at 397 Woodlawn Avenue, Wadsworth, Ohio 44281

are interested, as partners, in the partnership transacting business under the firm name of PINE TOP ESTATES, with its principal office or place of business at 3553 Darrow Road, Stow, Ohio 44224 in said Summit County.

The foregoing are the names in full of all members of said partnership and their places of residence.

Signed and acknowledged by us, this 6 day of February, 1979.

Witnessed by:

M. J. [Signature]

[Signature]

Ralph L. Barron Jr.
Ralph L. Barron, Jr.

Salvatore H. Crano
Salvatore H. Crano

Val A. Rongaus
Val A. Rongaus

Albert R. Zito
Albert R. Zito

STATE OF OHIO

SUMMIT COUNTY

Personally appeared before me, a notary public in and for said County, Ralph L. Barron, Jr., Salvatore H. Crano, Val A. Rongaus and Albert R. Zito, the signers of the foregoing certificate, who severally acknowledged that they did sign the same and that the same is true and their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 6 day of February, 1979.

Notary Public

This instrument prepared by MACK AND WALLER CO., I.P.A.

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPH APPEARING ON THIS FILM STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE DOCUMENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHING. CAMERA OPERATOR [Signature] DATE PROCESSED 10-3-79

FILED
SUMMIT COUNTY, O.

MAY 23 1980

AT 1:30 PM
RALPH JAMES
RECORDER

THE STATE OF OHIO
County of Summit

I, RALPH JAMES, RECORDER of said County, do hereby certify that the annexed is a full and true copy of the record of a *Partnership Certificate* recorded as Document Number *3656* of the Records of this County of Summit, as the same appears from said record now in my office. I do hereby further certify that said *Partnership Certificate* was recorded in conformity with the laws of the State of Ohio.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of this office, at Akron, Ohio this *14th* day of *February*, A.D. 1980.

RALPH JAMES, Recorder

Ralph James
Deputy

THIS IS TO CERTIFY THAT THE ABOVE-RECORDED COPY OF THE PARTNERSHIP CERTIFICATE IS AN ACCURATE AND COMPLETE REPRODUCTION OF THE ORIGINAL DOCUMENT AS IT APPEARS FROM THE RECORDS OF THE COUNTY OF SUMMIT, OHIO. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF THIS OFFICE, AT AKRON, OHIO, THIS 14TH DAY OF FEBRUARY, A.D. 1980. RALPH JAMES, RECORDER

PARTNERSHIP AGREEMENT

This Partnership Agreement is made and entered into on the 6 day of February, 1978, by and between RALPH L. BARRON, JR., SALVATORE H. CRANO, VAL A. RONGAUS, and ALBERT R. ZITO, (whose names, addresses, and interests in the Partnership are listed on Exhibit A attached hereto and made a part hereof), hereinafter collectively referred to as the Partners.

RECITAL

For and in consideration of the mutual covenants herein contained, the Partners hereby form and create a general partnership (herein called the Partnership), under and pursuant to the Uniform Partnership Law, Chapter 1775 of the Revised Code of the State of Ohio for the purposes and upon the terms, provisions, and conditions as hereinafter set forth:

ARTICLE I: NAME AND PLACE OF BUSINESS

1.01 The activities and business of the Partnership shall be conducted under the name of PINE TOP ESTATES and under such variations of this name as may be necessary to comply with the laws of other states within which the Partnership may do business or make investments.

1.02 The principal place of business of the Partnership shall be Stow, Summit County, Ohio, but additional places of business may be located elsewhere.

1.03 The mailing address of the Partnership shall be 3553 Darrow Road, Stow, Ohio, 44224.

ARTICLE II: PURPOSES OF THE PARTNERSHIP

The purposes of the Partnership shall be as follows:

2.01 To acquire by purchase, lease, gift, devise, or otherwise, and to own, use, hold, sell, convey, exchange, lease, mortgage, work, improve, develop, divide, and otherwise handle, deal in, and dispose of real estate, real property, and any interest or right therein, whether as principal, agent, broker, or otherwise, and to manage, operate, service, equip, furnish, alter, and keep in repair residential dwellings, office buildings, and real and personal property therein of every kind, nature, and description, whether as principal, agent, broker, or otherwise, and generally to do anything and everything necessary and proper and to the extent permitted by law in connection with the owning, managing, leasing, and operating real and personal property of any and all kinds.

2.02 To purchase, lease, construct or otherwise acquire, exchange, sell, let or otherwise dispose of, own, maintain, develop, and improve such real property, or personal property located thereon, including buildings of all kinds useful in connection with the business of the partnership, including the drilling for oil, gas and water wells by any method permitted by law on such real property.

2.03 To enter into other partnership agreements in the capacity of a general partner or a limited partner, to become a member of a joint adventure, or to participate in some other form of syndication for investment.

ARTICLE III: TERM OF PARTNERSHIP

The Partnership began during the year 1978 and shall continue until December 31, 2028, and thereafter from year to year unless sooner terminated as specifically provided in this Agreement.

ARTICLE IV: CONTRIBUTIONS TO PARTNERSHIP

4.01 The Partners acknowledge that each Partner was obligated to contribute and did contribute to the Partnership the amount of cash set out opposite the name of each on Exhibit A as such Partner's initial capital contribution.

EXHIBIT 10

THIS IS TO CERTIFY THAT THE MICROFILM STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE DOCUMENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTODUPLICATION. OPERATOR: [Signature] DATE PROCESSED: 10-3-88

4.02 Each Partner shall be obligated to make the advances as hereinafter set forth in this Paragraph, until such obligation shall be terminated by a vote of seventy-five (75) percent in interest, not in numbers, of the Partners. Each Partner shall advance to the Partnership, on written request by the Manager of the Partnership, the Partner's pro rata share (the ownership percentage set opposite the name of each Partner in Exhibit A) of all costs, expenses, or charges with respect to the operation of the Partnership and the ownership, operation, maintenance, and upkeep of any Partnership Property including but not limited to ad valorem taxes, debt amortization (including interest payments), insurance premiums, repairs, costs of capital improvements made on approval by the Partners as herein provided, management fees or salaries, advertising expenses, professional fees, wages and utility costs, to the extent such costs, expenses, or charges exceed the income, if any, derived from the Partnership and the proceeds of any loans made to the Partnership. The Manager of the Partnership may estimate the cash requirements of the Partnership for periods of up to one (1) year in advance and request payment of each Partner's pro rata share of said estimated cash requirements, and each Partner shall pay said amount within ten (10) days after receiving a statement thereof. At the end of each period covered by the estimate, the Manager of the Partnership shall render an accounting to each Partner as to the amount actually expended for such costs, expenses, or charges; and, if the estimate paid by the Partners exceeded the actual cash expenditures, the Manager of the Partnership shall either refund the excess to the Partners or apply the same against the estimate of cash requirements for the next succeeding period.

4.03 Each Partner hereby grants to the Manager of the Partnership a lien on his interest in the Partnership to secure payment of any and all contributions and the performance of any and all obligations required or permitted hereunder.

ARTICLE V: PROFITS-LOSSES-LIABILITIES

5.01 The interest of each Partner in and to any net profits of the Partnership and the obligation and liability of each Partner as among themselves with respect to any and all liabilities and losses in connection with the business of the Partnership shall be the percentage set opposite each Partner's name in Exhibit A. In the event of a default hereunder by a Partner, the defaulting Partner does hereby indemnify the other Partners against any loss or liability exceeding the percentages set forth in Exhibit A by reason of any liability or loss resulting from such default. Unless otherwise provided herein, no Partner shall have any right to compensation solely by reason of his contribution to the Partnership, except to share in the net profits in the percentage set opposite each Partner's name in Exhibit A. Any Partner may, however, loan to the Partnership such additional funds as the Partners may agree on, and interest at the prevailing rate per annum shall be paid thereon and charged as an expense of the partnership business.

5.02 Distributions from the Partnership to the respective Partners shall be made at such times and in such amounts as may be determined by a vote of seventy-five (75) percent in interest, not in numbers, of the Partners; however, any distribution from the Partnership shall be made proportionately to all Partners in the percentage set opposite each Partner's name in Exhibit A.

ARTICLE VI: OWNERSHIP OF PARTNERSHIP PROPERTY

All real or personal property, including all improvements placed or located thereon, acquired by the Partnership shall be owned by the Partners in percentages set opposite the name of each Partner in Exhibit A, such ownership being subject to the other terms and provisions of this Agreement. A Partner's interest in the Partnership is considered to be personal property under Ohio Revised Code §1775.25. Each Partner hereby expressly waives the right to require partition of any Partnership Property or any part thereof. Each Partner hereby acknowledges that he is a co-owner with the other Partners of specific Partnership property, holding the same as a tenant-in-partnership. The incidents of such co-ownership are such that:

(a) A Partner, subject to the Ohio Revised Code and this Agreement has an equal right with his Partners to possess specific Partnership property for Partnership purposes; but he has no right to possess such property for any other purpose without the consent of his Partners.

THIS IS TO CERTIFY THAT THE MICROFILM REPRODUCTION OF THIS STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE DOCUMENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR MICROFILMING. CAMERA OPERATOR: *[Signature]* DATE PROCESSED: 10-5-87

(b) A Partner's right in specific Partnership property is not assignable except in connection with the assignment of rights of all the Partners in the same property.

(c) A Partner's right in specific Partnership property is not subject to attachment or execution, except on a claim against the Partnership. When Partnership property is attached for a Partnership debt, the Partners, or any of them, or the representatives of a deceased Partner, cannot claim any right under the homestead or exemption laws.

(d) On the death of a Partner, his right in specific Partnership property vests in the surviving Partners, except where the deceased was the last surviving Partner. Then, his right in such property vests in his legal representative. Such surviving Partners, or the legal representative of the last surviving Partner, has no right to possess the Partnership property for any but a Partnership purpose.

(e) A Partner's right in specific Partnership property is not subject to dower, statutory interest of a surviving spouse, or heirs, or next of kin, or allowance to a surviving spouse or minor children.

ARTICLE VII: FISCAL MATTERS

7.01 The fiscal year of the Partnership shall be the calendar year.

7.02 Proper books and records shall be kept with reference to all Partnership transactions, and each Partner shall at all reasonable times during business hours have access thereto. The books shall be kept in such manner of accounting as shall properly reflect the income of the Partnership and as shall be agreed on by the Partners. The books and records shall include the designation and identification of any property in which the Partnership owns a beneficial interest; such records shall include, but shall not be limited to, the ownership of property (real, personal, and mixed) as well as any property in which the Partnership owns an interest and the title to such property has been received or is maintained, in the name of one or more designated Partners without designation of the Partnership. Each Partner shall have a capital account and an income account in the books of the Partnership.

7.03 All funds of the Partnership shall be deposited in its name (or in the name of a nominee as provided in Paragraph 8.02) in an account or accounts maintained at a bank or saving and loan designated by the Partners. Withdrawals from such accounts shall be drawn upon any Partnership account only for purposes of the Partnership by any Partner.

ARTICLE VIII: MANAGEMENT OF PARTNERSHIP AFFAIRS

8.01 Control of the Partnership and all of its affairs shall be in the Partners, who shall have equal rights in the management and conduct of the Partnership investments and activities. In order to simplify the operations of the Partnership, the Partners hereby designate Salvatore H. Crenco as Manager of the Partnership to serve in such capacity until such time as the Partners designate a new Manager by a vote of seventy-five (75) percent in interest, not in numbers, of the Partners. The Manager shall not receive a salary or any other compensation for serving as Manager. The Partners hereby delegate to the Manager of the Partnership the responsibility for the day-to-day management and ministerial acts of the Partnership.

The Manager of the Partnership shall have the right and power to bind the Partnership subject to the conditions and limitations contained in Paragraph 8.03 and elsewhere in the Agreement. It is agreed that the general management and final determination of all questions relating to the usual day-business affairs and ministerial acts of the Partnership shall rest in the Manager of the Partnership. In this connection, and not by way of limitation, the Manager of the Partnership is authorized to do any and all things and to execute any and all documents, contracts, evidences of indebtedness, security agreements, financing statements, etc., necessary or expedient to carry out and effectuate the purpose of the parties as expressed in this Partnership Agreement. All business arrangements entered into shall be on such terms and conditions as generally would be characteristic of a businessman in similar circumstances exercising prudent and sound business judgment. The Manager of the Partnership shall devote such attention and business capacity to the affairs of the Partnership as may be reasonably necessary. In this connection, the parties hereby acknowledge that the Manager of the Partnership manages and may continue to manage other Partnerships, and may continue to engage in other distinct or related businesses.

THIS IS TO CERTIFY THAT THE MICROFILM COPY OF THIS AGREEMENT IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE DOCUMENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHIC CAMERA OPERATOR *[Signature]* DATE PRODUCED 10-2-87

The acquisition of Partnership Property or the creation of indebtedness of the Partnership in the name of a Partner acting as such nominee shall not give such Partner an interest in Partnership Property or cause him to be liable for a Partnership debt in excess of his percentage of interest in the Partnership as set opposite his name in Exhibit 'A' attached hereto; provided, however, anything to the contrary contained hereinabove notwithstanding, no note or other obligation executed by such Partner as maker, the nature of which imposes no personal liability on the maker thereof, will impose personal liability on the Partnership for the payment of such note or performance of such obligation.

- (a) Do any act in contravention of this Agreement;
- (b) Do any act which would make it impossible to carry on the business of the Partnership;
- (c) Possess Partnership property or assign the right of the Partnership or its Partners in specific Partnership property for other than a Partnership purposes;
- (d) Make, execute, or deliver any general assignments for the benefit of creditors, or any bond, guaranty, indemnity bond, or surety bond;
- (e) Assign, transfer, pledge, compromise, or release any claim of the Partnership except for full payment, or arbitrate, or consent to the arbitration of any of its disputes or controversies;
- (f) Make, execute, or deliver any deed, long-term ground lease, contract to sell all or any part of any Partnership property, or execute any new note or mortgage to renew and extend without increasing any existing note or mortgage, without first having obtained the vote or written consent of seventy-five (75) percent in interest, not in numbers, of the Partners;
- (g) Do any of the following without the unanimous consent of all the Partners:
 - (1) Confess a judgment;
 - (2) Make, execute, or deliver for the Partnership any bond, mortgage, deed of trust, guaranty, indemnity bond, surety bond, or accommodation paper or accommodation endorsement;
 - (3) Amend or otherwise change this Agreement so as to modify the rights or obligations of the Partners as set forth herein; or
 - (4) Create any personal liability for any Partner other than that personal liability to which any Partner may have agreed to in writing.

3.04 The Partners shall hold regular meetings at times and places to be selected by the Partners. In addition, fifty (50) percent in interest, not in numbers, of said Partners may call a special meeting to be held at any time after the giving of three (3) days notice to all of the Partners. Any Partner may waive notice of or attendance at any meeting of the Partners, and may attend by telephone or any other electronic communication device or may execute a signed written consent. At such meeting, the Partners shall transact such business as may properly be brought before the meeting.

THIS IS TO CERTIFY THAT THE MICROFILMS APPEARING ON THIS FILM STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASP FILE PREVIOUSLY DELIVERED IN THE PHYSICAL FORM OF A BUSINESS FOR MICROFILMING. CANADA OPERATOR *James MacNeil* DATE PROCESSED *22-3-84*

ARTICLE IX: RESTRICTION ON TRANSFERS

9.01 Except as otherwise herein provided, no Partner may sell, assign, transfer, encumber, or otherwise dispose of any interest in the Partnership, Partnership property, or assets of the Partnership without the prior written consent of seventy-five (75) percent, in interest and not in numbers, of all other Partners, and shall not pass title to said interest or property in the absence of such consent, and any such prohibited transfer, if made, shall be void and without force or effect and any attempt by any Partner to dispose of his interest in violation of this prohibition shall constitute a material default hereunder. If the other Partners determine that they shall buy the interest of any selling, assigning or transferring Partner, such sale shall be upon the terms determined reasonable by a majority in interest, not in numbers, of the other Partners. However, the sales price shall be equal to the pro-rata interest such selling Partner has in the stipulated total value of the Partnership as last stated under EXHIBIT B, that document to be modified from time to time by unanimous agreement of the Partners.

9.02 On the death of any Partner, the surviving Partners shall purchase from the estate of the deceased Partner, and the executors or administrators of the estate of the deceased Partner shall sell to the surviving Partners the entire Partnership interest of the deceased Partner in the Partnership at the price and on the terms and conditions specified in this Article.

9.03 On the death of any Partner, the surviving Partners shall pay to the estate of the deceased Partner or any other beneficiary designated by the Partner, in the manner specified in the next paragraph of this Agreement, as the full purchase price for the interest of the deceased Partner in the Partnership, such Partner's pro-rata interest of ownership of the stipulated total Partnership value last stated in EXHIBIT B.

9.04 On the death of any Partner, the proceeds of any insurance policies owned pursuant to this Agreement, by the surviving Partners on the life of the deceased Partner, shall be paid by the surviving Partners to the executors or administrators of the estate of the deceased Partner and applied toward payment of the purchase price for the interest of such deceased Partner in the Partnership, determined as provided in the above paragraph. If the purchase price of the deceased Partner's interest in the Partnership shall be less than the proceeds of such life insurance, if any, then the balance of those proceeds is to be retained by the surviving Partners. Should the purchase price for such interest as determined pursuant to the above paragraph exceed the proceeds of such life insurance or if no life insurance has been purchased, the balance of such purchase price shall be paid by the surviving Partners to the estate of the deceased Partner, or the beneficiary designated by the deceased Partner, pursuant to the terms determined reasonable by a majority in interest, not in numbers, of the surviving Partners whether by cash or promissory note or a combination thereof. All Partners hereby agree that such majority opinion will be reasonable.

9.05 Should a promissory note be executed pursuant to the above paragraph in part or full payment of the purchase price for the interest of a deceased Partner in the Partnership, such note shall be secured by a security agreement on all tangible assets of the Partnership equal to three times the principal amount of such note.

9.06 On receipt by them or on the receipt by the Partner's beneficiary of an amount equal to the proceeds of the insurance policy owned by the surviving Partners on the life of the deceased Partner and any note required to be executed to their order as payees pursuant to the paragraph 9.04, or on receipt by them of such proceeds and cash in lieu of such note, or on receipt of cash and such note in lieu of insurance proceeds, the executors or administrators of the estate of the deceased Partner shall execute and deliver to the surviving Partners such instruments as are necessary to transfer full and complete title to the deceased Partner's interest in the Partnership to the surviving Partners and as may be required by the surviving Partners conveniently to carry on the business of the Partnership.

9.07 All profits earned by the Partnership business after the date of the deceased Partner's death shall belong to the surviving Partners and the estate of the deceased Partner shall have no right or claim thereto nor any right to interest in lieu thereof.

9.08 On any purchase and sale of the interest of a deceased Partner in the Partnership, being made as in this Article provided, the surviving Partners shall assume all the Partnership obligations and shall protect and indemnify the estate of the deceased Partner, the executors and administrators of such estate, and the property of such estate from the liability on any such obligation.

THIS IS TO CERTIFY THAT THE MICROFILMED COPY OF THIS AGREEMENT IS AN ACCURATE AND COMPLETE REPRODUCTION OF A COPY THAT WAS PREPARED IN THE REGULAR COURSE OF BUSINESS FOR THE MICROFILMING CAMERA OPERATOR. DATE PROCESSED: 10-15-82

9.09 On any purchase and sale of the interest of a deceased Partner in the Partnership being made as in this Article provided, the surviving Partners shall, at their own cost and expense, as soon after consummation of such sale as is practicable, cause to be prepared, published, filed, and served, all such notice as may be required by law to protect the estate of the deceased Partner and the executors or administrators of such estate from liability for any future obligations of the Partnership business.

9.10 Each Partner shall be the co-owner of any insurance policy insuring the life of the other Partners, shall hold full legal title to such insurance policy, and shall have the right, with the other co-owners, to exercise any rights, options, or privileges provided for in such policy as permitted by the insurance company issuing such policy in respect to such policy. Each Partner agrees, however, not to exercise any such right, option, or privilege without giving the other Partners thirty (30) days' notice in writing of his intention to do so.

During the lives of all Partners, each Partner agrees to pay, as they become due, all premiums on the policies co-owned by him and to give proof of the payment of such premiums to the other insured Partners within twenty (20) days after the same has been paid. If any premium is not paid within twenty (20) days after its due date, the insured Partner shall be liable to the other insured Partners for the amount of such premium, and be reimbursed therefor by the owners of such policy. The Partner who is authorized and directed to give the insured Partner notice in writing pertaining to the status of the insurance policy insuring his life.

9.12 On the death of any Partner, the ownership of any policy owned by him in the life of the other Partners shall pass, subject to the provisions of this Article, to the executors or administrators of his estate.

9.13 On the death of any Partner, the surviving Partners shall have the right to purchase from the estate of the deceased Partner, and the executors or administrators of the estate of the deceased Partner shall sell to the surviving Partners any or all policies co-owned by the deceased Partner insuring the life of the surviving Partners for a price equal to the interpolated terminal reserve (and all accumulated dividends and accrued interest thereon) of any such policy as of the date of the deceased Partner's death, less any existing indebtedness charged against such policy, plus the proportionate part of the gross premium last paid on such policy before the date of the deceased Partner's death which covers the period extending beyond such date of death.

9.14 Should the surviving Partners fail to pay to the executors or administrators of the estate of the deceased Partner within sixty (60) days after their appointment, the purchase price determined as provided in paragraph 9.13, their right to purchase such policy shall terminate and the executors or administrators of the estate of the deceased Partner may take such action with respect to such policy as they desire and deem to be in the best interests of the deceased Partner's estate.

9.15 In the event of the termination of this Agreement each Partner shall be entitled to an assignment to him of any policy of life insurance insuring his own life, on the payment by him to the co-owners of such policy, within sixty (60) days after such termination, of an amount equal to the interpolated terminal reserve of the policy (and all accumulated dividends and accrued interest thereon) as of the date of transfer, less any existing indebtedness charged against the policy, plus the proportionate part of the gross premium last paid before the date of transfer which covers the period extending beyond that date.

9.16 Each Partner shall include in his will such appropriate provisions as may be necessary to carry out this Agreement.

9.17 If all the Partners die within a period of sixty (60) days, the proceeds of any insurance policies shall be collected by the respective executors or administrators of such

THIS IS TO CERTIFY THAT THE ABOVE-FOOTNOTED AGREEMENT ON THIS DATE
STIPULATED AS AN AGREEMENT AND COMPLETE AGREEMENT OF A PARTIAL
NOT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR REGISTRATION
CAREY, OPERATOR *[Signature]* DATE RECORDED *[Signature]*

deceased Partner and distributed to the respective estates of the Partners in accordance with their interests in each policy and all other provisions of this Agreement shall be inoperative. The Partnership shall be liquidated as required by law and the proceeds of liquidation distributed among the estates of the Partners, without giving any consideration to the terms of this Agreement.

9.18 Any transferee or assignee to whom an interest in the Partnership may be transferred under the terms of this Agreement who is not at the time of such transfer a party to this Agreement shall take such interest subject to all of the terms and conditions of this Agreement and shall not be considered to have title to such interest until said transferee or assignee shall have accepted and assumed the terms and conditions of this Agreement by written agreement to that effect.

9.19 The provisions of this Agreement shall supersede and shall be in lieu of the provisions of Ohio Revised Code, Chapter 1779 as now in effect or as hereafter amended.

ARTICLE XI: DEFAULT BY PARTNER

10.0 The following events shall be deemed to be events of default by a Partner:

(A) Failure of a Partner to make, when due, any contribution or advance required to be made under the terms of this Agreement and the continuance of such failure for a period of ten (10) days after written notice thereof from the Manager of the Partnership to such Partner.

(B) Violation of any of the provisions of this Agreement and failure to remedy or cure such violation within ten (10) days after written notice of such violation from the Manager of the Partnership to the other Partners.

(C) The making of an assignment for benefit of creditors or the filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof.

(D) Adjudication of any Partner as a bankrupt or insolvent in proceedings filed against the Partner under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States, or any state thereof without further possibility of appeal or review.

(E) The appointment of a receiver for all or substantially all of the assets of a Partner and the failure to have such receiver discharged within thirty (30) days after appointment.

(F) The bringing of any legal action against a Partner by his creditor, resulting in litigation which, in the opinion of seventy-five (75) percent in interest of the other Partners, creates a real and substantial risk of involvement of the Partnership Property which will probably:

- (1) Act to their financial detriment; or
- (2) Result in such creditor, or his assigns, succeeding in or to all or a part of the interest of such Partner in the Partnership.

10.02 On the occurrence of an event of default by a Partner, seventy-five (75) percent in interest, not in numbers, or more of the other Partners shall have the right, at their election which election may be made at any time within one (1) year from the date of such default, and giving the defaulting Partner ten (10) days written notice of such election and provided such default is continuing on the date such notice is given) to terminate the interest of the defaulting Partner without affecting a termination of the Partnership. In the event of such termination each and every nondefaulting Partner thereafter referred to as the Purchasing Partners) who voted to elect such option shall be required to purchase, pro rata, in the proportion that its interest in the Partnership bears to the aggregate of all interests in the Partnership of all nondefaulting Partners who voted to elect such option, the interest of the defaulting Partner.

THIS IS TO CERTIFY THAT THE ABOVE-DESCRIBED APPEARING ON THIS REEL
SHALL BE IN ACCORDANCE AND COMPLETE REMEDIATION OF A CASE, WITH NO
FURTHER DELAY IN THE REGULAR COURSE OF BUSINESS BY THE PARTIES
CONCERNED OPERATING UNDER THE TERMS OF THE AGREEMENT DATED NOVEMBER 10, 1977

The purchase price to be paid to the defaulting Partner shall be paid in cash or, at the option of the Purchasing Partners, by the execution and delivery of each Purchasing Partner's note payable to the order of the defaulting Partner, in the amount of the purchase price. Said note shall bear interest at the rate of eight (8) percent per annum and shall be payable in no less than ten (10) equal annual installments of principal and interest, the first such payment to be made one (1) year from the date of execution and delivery of such note and with such note continuing full prepayment privileges without penalty. In the event the Purchasing Partners elect to exercise the option contained in this Paragraph 10.02, the purchase price to be paid to the defaulting Partner shall be such defaulting Partner's pro-rata interest of ownership of the stipulated total Partnership value last stated in EXHIBIT B.

Said purchase price shall be reduced by any and all damages caused by the default of the defaulting Partner.

Simultaneously upon the receipt of the aforesaid purchase price by the defaulting Partner, the defaulting Partner shall have no further interest in the partnership or its business or assets and the defaulting Partner shall execute and deliver such assignments and other instruments as may be reasonable to evidence and fully and effectively transfer the interest of the defaulting Partner to the nondefaulting Partners.

No assignment or transfer of a defaulting Partner's interest as provided herein, shall relieve the defaulting Partner from any personal liability for outstanding indebtednesses, liabilities, liens, and obligations relating to the Partnership which may exist on the date of the assignment or transfer. The default of any Partner hereunder shall not relieve any other Partner from his or its agreements, liabilities, and obligations hereunder. A defaulting Partner's interest in the Partnership shall not be considered in any Partnership voting requirement.

10.03 Any Partner may agree to assist any other Partner in the event of default and said agreement or any advancement or payment made thereunder shall be secured by a lien on the interest of the defaulting Partner in the Partnership which lien may be foreclosed, at the option of the assisting Partner, by the Manager of the Partnership.

10.04 If any Partner shall default in the performance or observance of any covenant, condition, or other provision of this Partnership Agreement to be performed or observed, any other Partner may, without waiving any claim for breach of this Partnership Agreement, and after written notice which is reasonable under the circumstances, cure such default for the account of the defaulting Partner, and the defaulting Partner shall reimburse or repay any reasonable amount paid and any reasonable expense or contractual liability so incurred, with interest at the highest lawful rate; and, said obligation to reimburse and repay shall be secured by a lien on the interest of the defaulting Partner in the Partnership, which lien may be foreclosed, at the option of the Partner, exercising this option to cure default, by the Manager of the Partnership.

10.05 In the event a Partner is in default under the terms of this Partnership Agreement, the lien provided for in Paragraph 10.03 hereof, at the option of seventy-five (75) percent in interest, not in numbers, of the nondefaulting Partners, if they so elect, may be foreclosed by the Manager of the Partnership.

10.06 Each Partner hereby makes, constitutes, and appoints the Manager of the Partnership as his or its attorney in fact in the event he becomes a defaulting Partner whose interest in the Partnership has been foreclosed in the manner hereinabove and upon such foreclosure, the Manager of the Partnership is authorized and allowed to execute and deliver a full assignment or other transfer of the defaulting Partner's interest in the Partnership and the Manager of the Partnership shall have no liability to any person in making such assignment or transfer.

THIS IS TO CERTIFY THAT THE MEMORANDUM APPEARING ON THE REVERSE HEREOF IS AN ACCURATE AND COMPLETE REPRODUCTION OF A COPY OF THE ORIGINAL AGREEMENT AS FILED IN THE PUBLIC OFFICE OF THE COUNTY OF ALABAMA, CIVIL DIVISION, AND THAT THE SAME IS TRUE AND CORRECT.

10.07 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any amount due to the remaining Partners hereunder or of any damages accruing to them by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver by the remaining Partners of any violation or breach shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained and forbearance by them to enforce one or more of the remedies herein provided on an event of default shall not be deemed or construed to constitute a waiver of such default.

ARTICLE XI: AMENDMENT

Subject to the provisions of Article VIII, this Agreement may be amended or modified by the Partners from time to time but only by a written instrument executed by Partners owning collectively at least seventy-five (75) percent in interest and not in numbers, in the Partnership.

ARTICLE XII: TERMINATION OF THE PARTNERSHIP

The Partnership may be terminated at any time at a specially called meeting upon the affirmative vote of seventy-five (75) percent in interest, not in numbers, of the Partners. On such termination, the assets of the Partnership shall be applied as follows: to payment of the outstanding Partnership liabilities, although an appropriate reserve may be maintained and the amount determined by the Manager of the Partnership for any contingent liability until said contingent liability is satisfied, and the balance of such reserve, if any, shall be distributed together with any other sums remaining after payment of the outstanding Partnership liabilities to the Partners as their interest appears on Exhibit A, unless otherwise provided herein.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.01 Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the parties at the respective addresses set forth on Exhibit A or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

13.02 This Agreement shall be construed under and in accordance with laws of the State of Ohio and all obligations of the parties created hereunder are performable in Summit County, Ohio.

13.03 The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the Partnership created by this Agreement.

13.04 The headings used in this Agreement are used for administrative purposes only and do not constitute a substantive matter to be considered in construing the terms of the Agreement.

13.05 Each Partner shall indemnify the Partnership and each other Partner for damages and expenses for which the Partnership or another Partner may become liable as a result of any act of negligence or omission on the part of such Partner while acting in the ordinary course of the business of the Partnership, to the extent such damages and expenses are not paid or reimbursed under a policy of insurance carried by the Partnership or another Partner.

13.06 This Agreement is binding on and shall inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, legal representatives, successors, or assigns where permitted by this Agreement. However, nothing herein shall be construed as an authorization or right of any party to assign his rights or obligations hereunder.

THIS IS TO CERTIFY THAT THE ABOVE-REPRODUCED AGREEMENT OF THE PARTNERSHIP OF THE STATE OF OHIO, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN SUMMIT COUNTY, OHIO.

13.07 In case any one or more of the provisions contained in this Partnership Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Partnership Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.08 This Partnership Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original.

12.09 Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

13.10 This Agreement supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

EXECUTED AT Stow, Ohio as of the day and year above first written.

WITNESSES

W. L. Kane

W. L. Brown

ALL R

PARTNERS:

Ralph L. Barron, Jr.

Salvatore H. Casano

Val A. Riegans

Albert R. [Signature]

THIS IS A CONTINUATION OF THE PREVIOUS REPORT AND SHOULD BE SUBMITTED AS SUCH. NO CORRECTIONS SHOULD BE MADE TO THE REPORT. IN THE REPORT, CHECK ONE OF THE FOLLOWING: (1) NEW INFORMATION, (2) CORRECTION, (3) ADDITIONAL INFORMATION, (4) OTHER.

DATE PROCESSED: 12/1/78

44-86 04/03/82

6248

Annual Information Return of Windfall Profit Tax - 1981

OMB No. 1545-0047

Producer or Other Recipient Name, address, and ZIP code: A. R. ZITO 357 WOODLAND AVENUE WADESWORTH, OHIO 44281		Payor Name, address, and ZIP code: R. L. BARRON, S. H. CRANO, D. A. RONGAUSAS & ZITO P PINETOP ESTATES 24 SOUTH MAIN MUNROE FALLS, OHIO 44263	
Employer identification number:	Social security number, if any:	Employer identification number:	
	273-36-0717	51-0955616	

If the information on this return is based on a Form 6248 received from another person, provide the name and employer identification number of the person who furnished you Form 6248.

Name:	Employer identification number:
CLINTON PETROLEUM CO., INC.	34-1191459

Part I **Producer or Other Recipient**

Type of Producer: ☒ Individual ☐ Partnership ☐ Corporation ☐ Estate ☐ Trust ☐ U.S. citizen or entity, or resident alien
 (Check all that apply) ☐ Resident of U.S. Possessions ☐ Foreign citizen or entity, or non-resident alien

Producer Status (check all that apply): ☒ Independent producer ☐ Member of "related group" ☐ Producer with no withholding ☒ Royalty owner ☒ Working interest ☐ Operator

Part II **Exempt Oil**

Number of barrels of exempt oil	Tier one (a)	Tier two (b)	Tier three (c)	Tier three (d)	Tier three (e)
1. Qualified governmental interests					
2. Qualified charitable interests					
3. Exempt foreign oil					
4. Exempt Alaskan oil					
5. Exempt frontier oil					
6. Total exempt oil (add amounts on lines 1 through 5, column (a) through (e))					

Part III **Information on Taxable Oil Removed During 1981**

	Number of barrels of oil (a)	Aggregate removal value (b)	Aggregate adjusted base value (c)	Aggregate state severance tax adjustment (d)	Tax liability (e)
1. Tier one, other than Severech oil					
A. Subject to 70% tax rate					
B. Subject to 50% tax rate					
2. Tier one, Severech oil					
A. Subject to 70% tax rate					
B. Subject to 50% tax rate					
3. Tier two oil taxed at 50%					
4. Tier two oil taxed at 30%					
5. Tier three, newly discovered oil	10,181	37050	21243		4741
6. Tier three, incremental tertiary oil					
7. Tier three, heavy oil					
8. Total (add lines 1 through 7)	10181				4741

Part IV **Windfall Profit Tax Liability for Oil Removed During 1981**

1. Amount of windfall tax liability for oil removed during 1981 (from Part II line 8, column (e))	4741
2. Amount of windfall profit tax withheld with respect to oil removed during 1981	4472
3. If line 1 is greater than line 2, subtract line 2 from line 1. This is amount of underwithheld windfall profit tax	269
4. If line 2 is greater than line 1, subtract line 1 from line 2. This is the amount of overwithheld windfall profit tax	

Part V **Amount of Windfall Profit Tax Withheld from Payments Made in 1981**

Windfall profit tax withheld from payments made in 1981 (regardless of when windfall profit tax liability arose)	
--	--

For Paperwork Reduction Act Notice, see the IRS instructions.

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPH APPEARING ON THIS FILM STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE DOCUMENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHING. CAMERA OPERATOR: *Ann Schmitt* DATE PROCESSED: 10-3-82

NATURAL RESOURCES
OIL AND GAS
REVISED 10-80

PERMIT

API WELL NUMBER

14 153 2 1203 Permit ** 14

Date Issued 10/14/62
Permit Expires 04/12/63

Telephone Number 688-7120

FINE TOP ESTATES

303 MARION LAKE BLVD CUYAHOGA FALLS OH 44223

IS HEREBY GRANTED PERMISSION TO: Drill New Well, and abandoned new well
if unproductive.

PURPOSE OF WELL: Oil & Gas
Substance to be stored or completion date if permit to plug:

DESIGNATION AND LOCATION:

Well Number 1 Lease Name HENPHILL WELL
County SUMMIT Civil Township BATH
Section 73 Fraction Quarter Township
Tract or Allotment
Footage Location 14-60' SE & 10-60' NE OF LOT 73

TYPE OF TOOLS: Rotary Drill, Rotary Drill, Rotary Drill
Proposed Total Depth 3650 feet in CLINTON geological formation
Ground level elevation 870

ULTIMATE DISPOSAL OF WATER AND OTHER WASTE SUBSTANCES:
Salt Water Haulers

CONDITIONALLY APPROVED CASING PROGRAM (Subject to approval of Oil and Gas Well Inspector):

DRIVE PIPE LANDED IN BEDROCK
3 1/2" APPROX. 400' THRU BEER
7" APPROX. 2100' IN BIG LINE
4-1/2" PRODUCTION CASING TO T.I. CEMENTED IF PRODUCTIVE
CONDUIT MINIMUM OF 60' (IF AIR)
3 1/2" APPROX. 300' WITH CEMENT CIRCULATED TO SURFACE
4-1/2" PRODUCTION CASING TO T.I. CEMENTED IF PRODUCTIVE

** THIS PERMIT IS SUBJECT TO THE ATTACHED MEMO AND/OR STIPULATIONS **

This permit is NOT TRANSFERABLE and expires 180 days after issuance, unless drilling has commenced prior thereto. This permit, or an exact copy thereof, must be displayed in a conspicuous and easily accessible place at the well site before permitted activity commences and remain until the well is completed. Ample notification to inspector is necessary. All mudding, cementing, placing and removing casing, and plugging operations must be done under the supervision of:

OIL AND GAS WELL INSPECTOR

FIRE AND EMERGENCY NUMBERS:

HADLEY, JOHN C.
70 S. RIVER RD.
MONROE FALLS
216-688-3739

FIRE 216-923-4222
MEDICAL SERVICE 216-923-4222

CHESLOCK, JAY - SUPER.
216-735-2711
DEPUTY MINE INSPECTOR

SPECIAL CONDITIONS: CHC IN ETC 1207

(Must be notified if well in a coal-bearing township is to be plugged and abandoned)

EXHIBIT 12-B

/s/ Andrew G. Scallins
CHIEF, DIVISION OF OIL AND GAS

White-Wellsite Copy/Blue-Inspector's Copy/Yellow-Division of Oil & Gas Copy/Green-Division of Mines Copy/Pink-Division of Mines Copy/White-Operator's File Copy

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPH APPEARING ON THIS FILM
IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE NO. 100-
1111111111 IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHING.
DATE PROCESSED 10-3-88

OF NATURAL RESOURCES
OF OIL AND GAS
REVISED 10-80

34 103 2 1254 * 14
Permit

Date issued 10/14/82
Permit Expires 04/12/83

Telephone Number 665-7120

FINE TOP ESTATES

303 MARION LAKE BLVD CUYAHOGA FALLS OH 44225

IS HEREBY GRANTED PERMISSION TO: Drill New Well and abandoned new well
if unproductive.

PURPOSE OF WELL: Oil & Gas
Substance to be stored or completion date if permit to plug:

DESIGNATION AND LOCATION:
Well Number 2 Lease Name HEMPHILL WELL
County SUMMIT Civil Township BATH
Section Lot 73 Fraction Quarter Township
Tract or Allotment
Footage Location 176' NL & 830' WL OF LOT 73

TYPE OF TOOL: Cable/Air Rotary/Fluid Rotary
Proposed Total Depth 2600 feet in CLINTON geological formation
Ground level elevation 667

ULTIMATE DISPOSAL OF WATER AND OTHER WASTE SUBSTANCES:
Salt Water Haulers

CONDITIONALLY APPROVED CASING PROGRAM (Subject to approval of Oil and Gas Well Inspector):

DRIVE PIPE LANDED IN BEDROCK
8 5/8" APPROX. 400' THRU BEFER
7" APPROX. 2000' IN BIG LINE
4-1/2" PRODUCTION CASING TO T.D. CEMENTED IF PRODUCTIVE
CONDUCTOR MINIMUM OF 60' (IF AIR)
8 5/8" APPROX. 500' CEMENTED TO SURFACE
4-1/2" PRODUCTION CASING TO T.D. CEMENTED IF PRODUCTIVE

** THIS PERMIT IS SUBJECT TO THE ATTACHED MEMO AND/OR STIPULATIONS **

This permit is NOT TRANSFERABLE and expires 180 days after issuance, unless drilling has commenced prior thereto. This permit, or an exact copy thereof, must be displayed in a conspicuous and easily accessible place at the well site before permitted activity commences and remain until the well is completed. Ample notification to inspector is necessary. All culling, cementing, plugging and removing casing, and plugging operations must be done under the supervision of:

OIL AND GAS WELL INSPECTOR

HADLEY, JOHN C.
70 S. RIVER RD.
MONROE FALLS
216-686-3789

CHESLOCK, JAY
216-735-2711

DEPUTY MINE INSPECTOR

(must be notified if well in a coal-bearing township is to be plugged and abandoned)

FIRE AND EMERGENCY NUMBERS:

FIRE 216-923-4222

MEDICAL SERVICE 216-923-4222

SPECIAL CONDITIONS:

EXHIBIT 12-C

/s/ Andrew G. Skalkos
CHIEF, DIVISION OF OIL AND GAS

White-Wellsite Copy/Blue-Inspector's Copy/Yellow-Division of Oil & Gas Copy/Green-Division of Mines Copy/Pink-Division of Mines Copy/White-Operator's File Copy

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPH APPEARING ON THIS FILM STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASP FILM DOCUMENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHING. CAMERA OPERATOR: *James Schuchman* DATE PROCESSED: 10-5-82

OIL AND GAS
REVISED 10-80

34 153 2

WELL NUMBER
1255
Permit

Date Issued 10/14/80
Permit Expires 04/12/83

Telephone Number 683-7120

FINE TOP ESTATES

303 MARION LAKE BLVD

CUYAHOGA FALLS

OH 44222

I HEREBY GRANTED PERMISSION TO:
Drill New Well

and abandoned new well

PURPOSE OF WELL: Oil & Gas
Substance to be stored or completion date if permit to plug:

DESIGNATION AND LOCATION:

Well Number 3 Lease Name HEMPHILL UNIT
County SUMMIT Civil Township BATH
Section 75 Fraction Quarter Township
Tract or Allotment
Footage Location 782' SL & 315' WL OF LOT 73

TYPE OF WELLS: Cable/Art. Rotary/Fluid Rotary
Proposed Total Depth 2500 feet in CLINTON geological formation
Ground level elevation 920

TIME OF DISPOSAL OF WATER AND OTHER WASTE SUBSTANCES:
Salt Water Heaters

ADDITIONALLY APPROVED CASING PROGRAM (Subject to approval of Oil and Gas Well Inspector):

DRIVE PIPE LANDED IN BEDROCK
6" 5/8" APPROX. 450' THRU BEDROCK
7" APPROX. 2200' IN BIG LINE
4-1/2" PRODUCTION CASING TO T.D. CEMENTED IF PRODUCTIVE
CONDUCTOR MINIMUM OF 40' (IF AIR)
8" 5/8" APPROX. 500' CEMENTED TO SURFACE
4-1/2" PRODUCTION CASING TO T.D. CEMENTED IF PRODUCTIVE

THIS PERMIT IS SUBJECT TO THE ATTACHED MEMO AND/OR STIPULATIONS

This permit is NOT TRANSFERABLE and expires 180 days after issuance, unless drilling has commenced prior thereto. This permit, or an exact copy thereof, must be displayed in a conspicuous and easily accessible place at the well site before permitted activity commences and until the well is completed. Ample notification to inspector is necessary. All drilling, cementing, placing and removing casing, and plugging operations must be done under supervision of:

OIL AND GAS WELL INSPECTOR

HARLEY, JOHN C.
70 S. RIVER RD.
MORRIS FALLS
216-686-3789

CHESLOCK, JAY
216-735-2711
DEPUTY MINE INSPECTOR

be notified if well in a coal-bearing
ship is to be plugged and abandoned)

FIRE AND EMERGENCY NUMBERS:

FIRE 216-923-4222
MEDICAL SERVICE 216-923-4222

SPECIAL CONDITIONS:

EXHIBIT 12-D

/s/ Andrew G. Stalkos
CHIEF, DIVISION OF OIL AND GAS

Well-site Copy/Blue-Inspector's Copy/Yellow-Division of Oil & Gas Copy/Green-Division of
Copy/Pink-Division of Mines Copy/White-Operator's File Copy

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPH APPEARING ON THIS FILM
IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE 0001-
WELL DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHING.
OPERATOR *James Schaeffer* DATE PROCESSED 10-3-82

DIVISION OF NATURAL RESOURCES
OF OIL AND GAS
REVISED 10-80

PERMIT

API WELL NUMBER

34 103 2 1030 * 14
Permit

Date Issued 12/30/82
Permit Expires 06/28/83

Telephone Number 685-7120

FINE TOP ESTATES

300 MARION LAKE BLVD

DUWACHA FALLS

OH 44223

IS HEREBY GRANTED PERMISSION TO:
Drill New Well

and abandoned new well

PURPOSE OF WELL: Oil & Gas
Substance to be stored or completion date if permit to plug:

DESIGNATION OF LOCATION:

Well Number 1 Lease Name VAN DEVERE
County SUMMIT Civil Township BATH
Section Lot 73 Fraction Quarter Township
Tract or Allotment
Footage Location 40' NL & 400' EL OF LOT 73

TYPE OF TOOLS: Cable/Flyrod Rod
Proposed Total Depth 3800 feet in ELINTON geological formation
Ground level elevation 900

ULTIMATE DISPOSAL OF WATER AND OTHER WASTE SUBSTANCES:
Salt Water Haulers

CONDITIONALLY APPROVED CASING PROGRAM (Subject to approval of Oil and Gas Well Inspector):

CONCRETE LINING OF 60" (IF AIR)
5" DIA. TUBULAR Casing WITH CEMENT CIRCULATED TO SURFACE
5" DIA. PRODUCTION CASING TO T.D. CEMENTED IF PRODUCTIVE

This permit is NOT TRANSFERABLE and expires 180 days after issuance, unless drilling has commenced prior thereto. This permit, or an exact copy thereof, must be displayed in a conspicuous and easily accessible place at the well site before permitted activity commences and remain until the well is completed. Ample notification to inspector is necessary. All mudding, cementing, placing and removing casing, and plugging operations must be done under the supervision of:

OIL AND GAS WELL INSPECTOR

HADLEY, JOHN C.
70 E. RIVER RD.
MONROE FALLS
216-666-3769

CHESLOCK, JAY - SUPERV.
216-735-2711
DEPUTY MINE INSPECTOR

Must be notified if well in a coal-bearing township is to be plugged and abandoned

FIRE AND EMERGENCY NUMBERS:

FIRE 216-923-4222

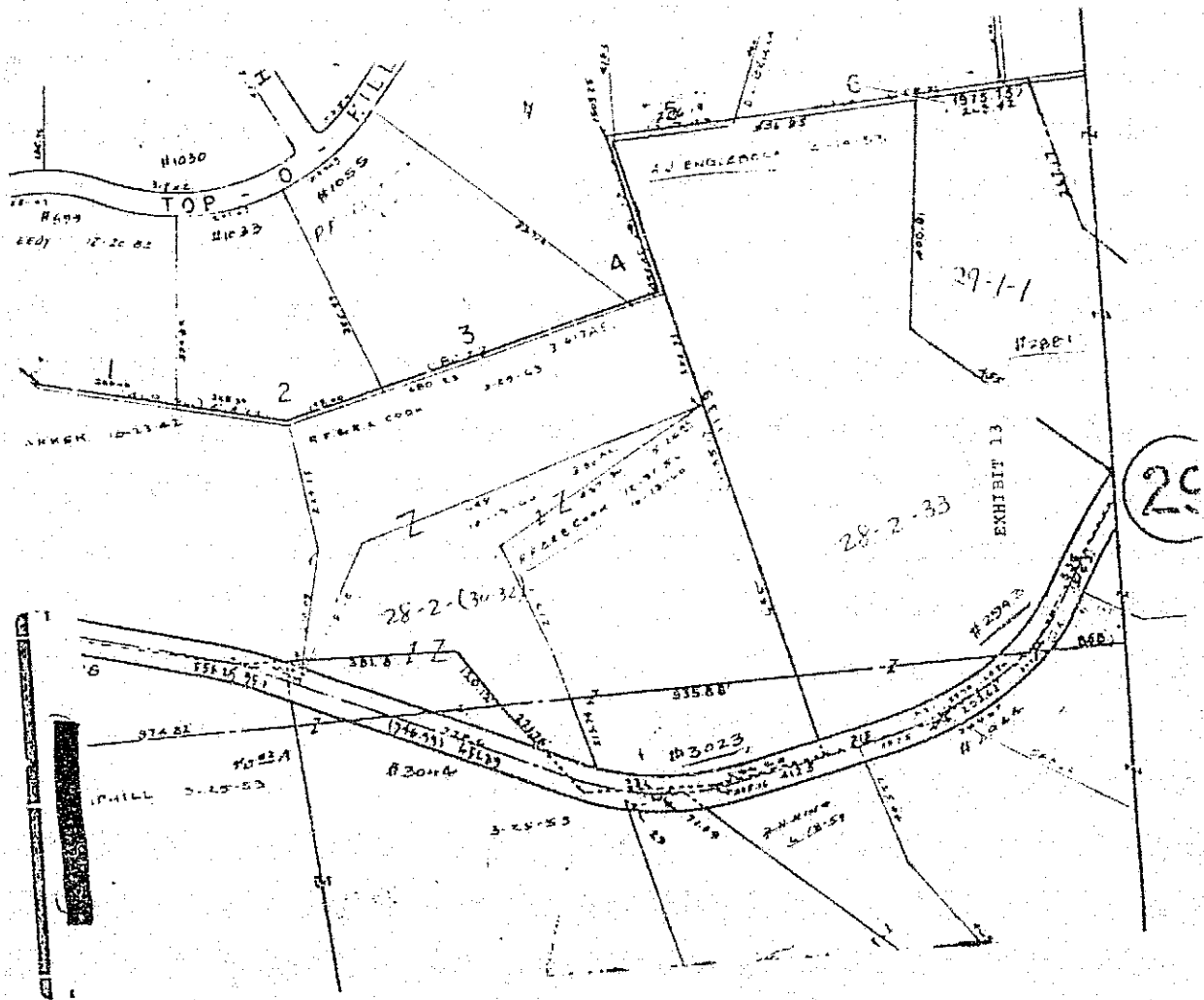
MEDICAL SERVICE 216-923-4221

SPECIAL CONDITIONS:

/s/ Andrew G. Stallone
CHIEF, DIVISION OF OIL AND GAS

White-Wellsite Copy/Blue-Inspector's Copy/Yellow-Division of Oil & Gas Copy/Green-Division of Mines Copy/Pink-Division of Mines Copy/White-Operator's File Copy

THIS IS TO CERTIFY THAT THE MICROFICHE APPEARING ON THIS FILM
STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE DUE-
MENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR MICROFILMING.
DATE MICROFILMED 10-3-84



THIS IS A COPY OF THE SURVEY MAP APPEARING ON THIS FILM
 WHICH IS AN INSTRUMENT AND CANNOT BE REPRODUCED OR A COPY FILED
 HEREIN IN THE OFFICE OF THE CLERK OF SUPERIOR COURT FOR PROTECTING
 LANDS OF THE STATE OF IOWA. DATE PROCESSED 11-5-88
 CLERK OF SUPERIOR COURT

7197133

OPENING PERMIT

SUMMIT COUNTY ENGINEER
1 STREET, AKRON, O. 44311

PERMIT IS HEREBY GRANTED TO

Name A. S. HELBIG CO. Bond Amount \$4,000.00

Address 913 HOME AVE. Phone 346-8116

AKRON, OHIO

DATE 8-9-83
BY KWS
FEE \$2.00

To work within the right-of-way YELLOW CREEK RD. Road

CH# 54 R/W Width 66' Twp. of BATH Station CGLEY

as follows 48" PIPELINE Size (Type) 4"

Distance from edge of pavement VARIABLE (SEE PLAN) Depth VARIABLE (SEE PLAN)

SPECIAL PROVISIONS: PERMITTEE WILL BE RESPONSIBLE FOR ALL DAMAGES THAT MAY OCCUR TO THE TWO (2) EXISTING BRIDGES AND ALL FINANCIAL REQUIREMENTS TO REPAIR THESE DAMAGES. ALSO THE PROPOSED PIPELINE WILL BE SO CONSTRUCTED AS THAT IT DOES NOT ENTAIL ANY OF THE HIGH SLOPE OF THE SIDEHILL SECTION.

ACCEPTANCE OF THIS PERMIT CONSTITUTES AN AGREEMENT TO COMPLY WITH PROVISIONS PRINTED BELOW AND WITH SPECIAL PROVISIONS ABOVE.

Permit Expiration Date 8-9-83

THIS PERMIT IS VOID EXS

Accepted by A. S. Helbig OP

For Paul D. Swanson, Summit County Engineer

PROVISIONS

- PROVISIONS - NOTE: This permit may be revoked by the County Engineer at any time for non-performance or non-compliance with any of the provisions herein. An Inspector may be assigned full time to the job by the County Engineer at the expense of the permittee to protect the interests of the County.
- Excavation made within traveled portion of the highway, in the term within eight (8) feet of the pavement edge, in street intersections or in driveways, shall be backfilled with granular material, approved by the County Engineer in six (6) inch layers, loose measurement. Each layer shall be tamped or roled. In all cases, backfill material extending more than six (6) inches above the level of the sides of the trench, must be removed from the job site. Any pavement cut, damaged or undermined by excavation, shall be removed and replaced to the satisfaction of the County Engineer. Temporary pavement replacements shall be maintained by the permittee in good condition. Permanent replacement must be completed as soon as practicable.
 - Excavations made within the limits of a highway (other than described above) shall be backfilled with material equal to or better than existed prior to excavation as soon as possible.
 - Permittee shall notify the office of County Engineer (378-5700), at least twenty-four (24) hours prior to starting work.
 - A copy of this permit and plan of work must be on the job and available to the County Engineer or work may be stopped.
 - The permittee agrees to provide barricades, lights, warning signs, uniformed officers, or flagmen, as necessary, to protect the traveling public and agrees to save the County free from all damages and liabilities arising from the work done under this permit.
 - No "off-the-road" equipment with steel tires, treaders or cleats will be permitted on pavement without proper planking.
 - The top of any pipe crossing the highway must be a minimum of fifteen (15) inches below grade of existing gutter and four (4) feet, six (6) inches below pavement crown grade.
 - The contractor shall comply with the current standards and specifications of the County Engineer.
 - The contractor shall notify the Utilities Protection Service at 1-800-362-2764 at least forty-eight (48) hours prior to the start of construction.
 - The contractor shall comply with all State and Federal Safety Regulations for the construction site and agrees to save the County free from all damages and liabilities arising from non-compliance with the safety regulations.
 - The fee as indicated above is non-refundable when once the Road Opening Permit is granted.

EXHIBIT 17

THIS IS TO CERTIFY THAT THE MICROFILMOGRAPH APPEARING ON THIS FILM STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A U.S. FILE DOCUMENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR MICROGRAPHING. CARMEN OPERATOR James Helbig DATE PROCESSED 10-2-83

5 REPLACES
 51335
 SUMMIT COUNTY ENGINEER
 528 E. SOUTH STREET, AKRON, O. 44311 PHONE: 379-5700
 PERMIT IS HEREBY GRANTED TO
 Name A.S. KELCO, CO. Bond Amount 45,000.00
 Address 915 MILLE AVE Phone 376-8116
AKRON, OHIO 44310

No. 6127
 Date 5-15-65
 By RVS
 Fee 20.00

To work within the right-of-way YELLOW LEASE RD Road
 Chy SA R/W Width 6' Type of BATH Station 60754
 as follows SEE PRELIM Size (Type) 4 1/2"
 Distance from edge of pavement VARIABLE (SEE PLAN) Depth VARIABLE (SEE PLAN)
 SPECIAL PROVISIONS: PERMITTEE ACKNOWLEDGES THAT THE APPROVAL OF THIS PERMIT GRANTS
PERMITTEE NO MORE RIGHT TO THE USE OF PRIVATE PROPERTY IN THE RIGHT-OF-WAY THAN
THAT HELD BY THE COUNTY OF SUMMIT. PERMITTEE WILL BE RESPONSIBLE FOR ALL DAMAGES
THAT MAY BE DONE TO THE EXISTING HIGHWAY AND ALL FINANCIAL REQUIREMENTS

ACCEPTANCE OF THIS PERMIT CONSTITUTES AN
 AGREEMENT TO COMPLY WITH PROVISIONS PRINTED
 BELOW AND WITH SPECIAL PROVISIONS ABOVE.
 Adopted by [Signature] For Paul G. Swanson, Summit County Engineer
 Date 5-15-65
 I HEREBY ACCEPT THESE DAMAGES. ALSO, THE PROPOSED PIPELINE WILL BE SO CONSTRUCTED
 THAT IT DOES NOT ENCROACH ON THE HIGH SIDE OF THE SIDEHILL SECTION.

- PROVISIONS - NOTE: This permit may be revoked by the County Engineer at any time for non-performance or non-compliance with any of the provisions herein. An Inspector may be assigned full time to the job by the County Engineer at the expense of the permittee to protect the interests of the County.
- Excavation made within traveled portion of the highway, in the term within eight (8) feet of the pavement edge, in street intersections or in driveways, shall be backfilled with granular material, approved by the County Engineer in six (6) inch layers, loose measurement. Each layer shall be tamped or rolled. In all cases, backfill material extending more than six (6) inches above the level of the sides of the trench, must be removed from the job site. Any pavement cut, damaged or undermined by excavation, shall be removed and replaced to the satisfaction of the County Engineer. Temporary pavement replacements shall be maintained by the permittee in good condition. Permanent replacement must be completed as soon as practicable.
 - Excavations made within the limits of a highway farther than described above shall be restored equal to or better than existed prior to excavation as soon as possible.
 - Permittee shall notify the office of County Engineer (379-5700), at least twenty-four (24) hours prior to starting work.
 - A copy of this permit and plan of work must be on the job and available to the County inspectors or work may be stopped.
 - The permittee agrees to provide barricades, lights, warning signs, uniformed officers, or flagmen, as necessary, to protect the traveling public and agrees to save the County free from all damages and liabilities arising from the work done under this permit.
 - No "off-the-road" equipment with steel tires, treads or cleats will be permitted on pavement without proper planking.
 - The top of any pipe line crossing the highway must be a minimum of fifteen (15) inches below grade of existing gutter and four (4) feet, six (6) inches below pavement crown grade.
 - The contractor shall comply with the current standards and specifications of the County Engineer.
 - The contractor shall notify the Utilities Protection Service at 1-800-252-2734 at least forty-eight (48) hours prior to the start of construction.
 - The contractor shall comply with all State and Federal Safety Regulations for the construction site and agree to save the County free from all damages and liabilities arising from non-compliance with the safety regulations.
 - The contractor shall notify the local police, fire department, telephone and any other affected agencies forty-eight (48) hours prior.
 - The fee as indicated above is not refundable even when the work is not completed.

EXHIBIT 18

THIS IS TO CERTIFY THAT THE MICROFOTOGRAPH APPEARING ON THIS FILM
 STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE DOCUMENT
 NEXT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHING.
 CAMERA OPERATOR [Signature] DATE PROCESSED 10-5-82

CHD REVISED CODE - SECTIONS 1000 TO 1000.31

ROAD OPENING PERMIT

SUNMIT COUNTY ENGINEER
10TH STREET, AKRON, O. 44311 PHONE 378-5730

REPLACES
 # 61374
 # 60944
 SPECIAL
 DATE
 BY
 Fee Pd.

PERMIT IS HEREBY GRANTED TO

Name A.S. WELDIG CO. Bond Amount \$5,000.00

Address 915 HOME AVE Phone 376-8116

AKRON, OHIO 44316

To work within the right-of-way YELLOW CREEK RD. Road

CH# 98 RAW WIDTH 60' Twp. of BATH Station COTLEY

as follows GAS PIPELINE Size (Type) 4 1/2"

Distance from edge of pavement VARIABLE (SEE PLAN) Depth VARIABLE (SEE PLAN)

SPECIAL PROVISIONS: PERMITTEE ACKNOWLEDGES THAT THE APPROVAL OF THIS PERMIT GRANTS
PERMITTEE NO MORE RIGHT TO THE USE OF PRIVATE PROPERTY IN THE RIGHT-OF-WAY THAN
THAT HELD BY THE COUNTY OF SUMMIT. PERMITTEE WILL BE RESPONSIBLE FOR ALL DAMAGES
THAT MAY COME TO THE TWO(2) EXISTING BRIDGES AND ALL FINANCIAL REQUIREMENT

ACCEPTANCE OF THIS PERMIT CONSTITUTES AN
 AGREEMENT TO COMPLY WITH PROVISIONS PRINTED
 BELOW AND WITH SPECIAL PROVISIONS ABOVE.

Permit Expiration Date 7-3-88

FOR THE COUNTY ENGINEER: R. H. Smith
 COUNTY ENGINEER

FOR THE PERMITTEE: A.S. Weldig
 PERMITTEE

PROVISIONS - NOTE: This permit may be revoked by the County Engineer at any time for non-performance or non-compliance with any of the provisions herein. An Inspector may be assigned full time to the job by the County Engineer at the expense of the permittee to protect the interests of the County.

- Excavation made within traveled portion of the highway, in the term within eight (8) feet of the pavement edge, in street intersections or in driveways, shall be backfilled with granular material approved by the County Engineer in six (6) inch layers. Each layer shall be tamped or rolled. In all cases, backfill material extending more than six (6) inches above the level of the sides of the trench, must be removed from the job site. Any pavement cut, damaged or undermined by excavation, shall be removed and replaced to the satisfaction of the County Engineer. Temporary pavement replacements shall be maintained by the permittee in good condition. Permanent replacement must be completed as soon as practicable.
- Excavations made within the limits of a highway (other than described above) shall be restored equal to or better than existed prior to excavation, as soon as possible.
- Permittee shall notify the office of County Engineer (378-5730), at least twenty-four (24) hours prior to starting work.
- A copy of this permit and plan of work must be on the job and available to the County Inspectors or work may be stopped.
- The permittee agrees to provide barricades, lights, warning signs, uniformed officers, or flagmen, as necessary, to protect the traveling public and agrees to save the County free from all damages and liabilities arising from the work done under this permit.
- No "off-the-road" equipment with steel tires, tractor or dozers will be permitted on pavement without proper planking.
- The top of any pipe line crossing the highway must be a minimum of fifteen (15) inches below grade of existing gutter and four (4) feet, six (6) inches below pavement crown grade.
- The contractor shall comply with the current standards and specifications of the County Engineer.
- The contractor shall notify the Utilities Protection Service at 1-800-252-2754 at least forty-eight (48) hours prior to the start of construction.
- The contractor shall comply with all State and Federal Safety Regulations for the construction site and agree to save the County free from all damages and liabilities arising from non-compliance with the safety regulations.
- The contractor shall notify the local police, fire department, school's and other affected agencies forty-eight (48) hours prior to the start of construction.

EXHIBIT 19

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPH APPEARING ON THIS FILM STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE NO. 10-3-84. DATE PROCESSED 10-3-84.

Sept 7 5:21
ch 7 9/2/83

OHIO REVISED CODE - SECTIONS 5586 TO 5588.31
ROAD OPENING PERMIT
SUMMIT COUNTY ENGINEER
538 E. SOUTH STREET, AKRON, O. 44311 PHONE 378-5700

6694
No 6094
Date 8-9-83
By RWS
Fee \$ 30.00

PERMIT IS HEREBY GRANTED TO
Name A.S. HELBIG CO. Bond Amount 45,000.00
Address 918 HOME AVE. Phone 376-8116
AKRON, OHIO

To work within the right-of-way YELLOW CREEK RD Road
CH# 32 R/W Width 66' Twp of BATT Station C07E1
as follows GAS PIPELINE Size (Type) 4 1/2"
Distance from edge of pavement VARIABLE (SEE PLAN) Depth VARIABLE (SEE PLAN)

SPECIAL PROVISIONS: PERMITTEE WILL BE RESPONSIBLE FOR ALL DAMAGES THAT MAY OCCUR TO THE TWO (2) EXISTING BRIDGES AND ALL FINANCIAL REQUIREMENTS TO REPAIR THESE DAMAGES. ALSO THE PROPOSED PIPELINE WILL BE SO CONSTRUCTED SO THAT IT DOES NOT ENCRUMBER THE HIGH SIDE OF THE SIDEHILL SECTION.

ACCEPTANCE OF THIS PERMIT CONSTITUTES AN AGREEMENT TO COMPLY WITH PROVISIONS PRINTED BELOW AND WITH SPECIAL PROVISIONS ABOVE.

Permit Expiration Date 3-9-83
THIS PERMIT IS VOID RWS

Accepted by [Signature]
C.P.

[Signature]
For Paul G. Swanson, Summit County Engineer

PROVISIONS

- PROVISIONS - NOTE: This permit may be revoked by the County Engineer at any time for non-performance or non-compliance with any of the provisions herein. An inspector may be assigned full time to the job by the County Engineer at the expense of the permittee to protect the interests of the County.
1. Excavation made within traveled portion of the highway, in the term within eight (8) feet of the pavement edge, in street intersections or in driveways, shall be backfilled with granular material, approved by the County Engineer in six (6) inch layers, loose measurement. Each layer shall be tamped or rolled. In all cases, backfill material extending more than six (6) inches above the level of the sides of the trench, must be removed from the job site. Any pavement cut, damaged or undermined by excavation, shall be removed and replaced to the satisfaction of the County Engineer. Temporary pavement replacements shall be maintained by the permittee in good condition. Permanent replacement must be completed as soon as practicable.
 2. Excavations made within the limits of a highway (other than described above) shall be restored equal to or better than existed prior to excavation as soon as possible.
 3. Permittee shall notify the office of County Engineer (378-5700), at least twenty-four (24) hours prior to starting work.
 4. A copy of this permit and plan of work must be on the job and available to the County Inspectors or work may be stopped.
 5. The permittee agrees to provide barricades, lights, warning signs, uniformed officers, or flagmen, as necessary, to protect the traveling public and agrees to save the County free from all damages and liabilities arising from the work done under this permit.
 6. No "off-the-road" equipment with steel tires, treads or cleats will be permitted on pavement without proper planking.
 7. The top of any pipe line crossing the highway must be a minimum of fifteen (15) inches below grade of existing gutter and four (4) feet, six (6) inches below pavement crown grade.
 8. The contractor shall comply with the current standards and specifications of the County Engineer.
 9. The contractor shall notify the Utilities Protection Service at 1-800-362-2784 at least forty-eight (48) hours prior to the start of construction.
 10. The contractor shall comply with all State and Federal Safety Regulations for the construction site and agrees to save the County free from all damages and liabilities arising from non-compliance with the safety regulations.
 11. The contractor shall notify the local police, fire department, schools and any other affected agencies forty-eight (48) hours prior to the start of construction.
 12. The fee as indicated above is non-refundable when the Road Opening Permit is granted.

EXHIBIT 20

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPH APPEARING ON THIS FILM STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE DOCUMENT RELAYED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHING. LINDA OPERATOR [Signature] DATE PROCESSED 10-3-83

CK-98326
REC-51338

OHIO REVISED CODE - SECTIONS 5628 TO AND 5630.31
ROAD OPENING PERMIT
SUMMIT COUNTY ENGINEER
535 E. SOUTH STREET, AKRON, O. 44311 PHONE 373-5700

REPLACES
GO'14
CANNED
2040

PERMIT IS HEREBY GRANTED TO

Name A S HELDIG CO.

Bond Amount 45,000.00

Address 915 HOGUE AVE.

Phone 376-8116

AKRON, OHIO 44310

No.	<u>6137</u>
Date	<u>1-15-83</u>
By	<u>RWS</u>
Fee	<u>20.00</u>

To work within the right-of-way YELLOW CREEK RD Road

CH# 33 R/W Width 6' Twp. of BATH Station COLEY

as follows GAS PIPELINE Size (Type) 4 1/2"

Distance from edge of pavement VARIABLE (SEE PLAN) Depth VARIABLE (SEE PLAN)

SPECIAL PROVISIONS: PERMITTEE ACKNOWLEDGES THAT THE APPROVAL OF THIS PERMIT GRANTS

PERMITTEE NO MORE RIGHT TO THE USE OF PRIVATE PROPERTY IN THE RIGHT-OF-WAY THAN

THAT HELD BY THE COUNTY OF SUMMIT. PERMITTEE WILL BE RESPONSIBLE FOR ALL DAMAGES

THAT MAY OCCUR TO THE TWO (2) EXISTING BRIDGES AND ALL FINANCIAL REQUIREMENTS.

ACCEPTANCE OF THIS PERMIT CONSTITUTES AN
AGREEMENT TO COMPLY WITH PROVISIONS PRINTED
BELOW AND WITH SPECIAL PROVISIONS ABOVE.

Permit Expiration Date 6-15-83

THIS PERMIT
IS VOID
RWS

TO RECTIFY THESE DAMAGES. ALSO THE PROPOSED PIPELINE WILL BE SO CONSTRUCTED
SO THAT IT DOES NOT ENCRACH ON THE HIGH SLOPE OF THE SIDEHILL SECTION.

PROVISIONS - NOTE: This permit may be revoked by the County Engineer at any time for non-performance or non-compliance with any of the provisions herein. An Inspector may be assigned full time to the job by the County Engineer at the expense of the permittee to protect the interests of the County.

- Excavations made within travel portion of the highway, in the berm within eight (8) feet of the pavement edge. In street intersections or in driveways, shall be backfilled with granular material, approved by the County Engineer in six (6) inch layers, loose measurement. Each layer shall be tamped or rolled. In all cases, backfill material extending more than six (6) inches above the level of the sides of the trench, must be removed from the job site. Any pavement cut, damaged or undermined by excavation, shall be removed and replaced to the satisfaction of the County Engineer. Temporary pavement replacements shall be maintained by the permittee in good condition. Permanent replacement must be completed as soon as practicable.
- Excavations made within the limits of a highway (other than described above) shall be restored equal to or better than existed prior to excavation as soon as possible.
- Permittee shall notify the office of County Engineer (373-5700), at least twenty-four (24) hours prior to starting work.
- A copy of this permit and plan of work must be on the job and available to the County Inspectors or work may be stopped.
- The permittee agrees to provide barricades, lights, warning signs, uniformed officers, or flagmen, as necessary, to protect the traveling public and agrees to save the County free from all damages and liabilities arising from the work done under this permit.
- No "off-the-road" equipment with steel tires, treads or cleats will be permitted on pavement without proper planking.
- The top of any pipe line crossing the highway must be a minimum of fifteen (15) inches below grade of existing gutter and four (4) feet, six (6) inches below pavement crown grade.
- The contractor shall comply with the current standards and specifications of the County Engineer.
- The contractor shall notify the Utilities Protection Service at 1-800-362-2764 at least forty-eight (48) hours prior to the start of construction.
- The contractor shall comply with all State and Federal Safety Regulations for the construction site and agrees to save the County free from all damages and liabilities arising from non-compliance with the safety regulations.
- The contractor shall notify the local police, fire department, schools and any other affected agencies forty-eight (48) hours prior to the start of construction.
- The fee as indicated above is non-refundable when the Permit is granted.

EXHIBIT 21

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPH APPEARING ON THIS PERMIT
STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE DOCUMENT
SENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHING.
CAMERA OPERATOR James J. McCall DATE PROCESSED 10-5-83



LYNN C. SLABY
Prosecuting Attorney
County of Summit
53 E. Center St.
Akron, Ohio 44308-1680
(216) 379-2791

OPINION NO. 83-045

JAMES L. BICKETT
Chief Counsel
Crim. Division (216) 379-2800
Bureau of Inspect. (216) 379-2755

FREDERIC L. ZUCH
Chief Counsel
Criminal Division (216) 375-2788
(216) 379-2754

M E M O

TO: Paul G. Swanson, Engineer
FROM: Timothy M. Hartman, Assistant Prosecuting Attorney
RE: Private Utilities in County Right-of-Ways
DATE: February 24, 1983

Private utilities may be entitled to lay pipe, etc. in county right-of-ways in townships pursuant to Ohio Rev. Code Section 1723.01 or Sections 5547.04 and 5547.05. The former section allows electric, water, gas and oil companies to appropriate land to lay pipe, etc., while the latter sections permit any use consistent with the county's interest as long as the property is not needed for highway purposes. In both cases, the approval of the county is needed and the county is permitted to restrict and regulate the use by the utility. See Ohio Rev. Code Section 1723.02 and Section 5547.03. However, since the county has only a highway easement to county roads and the abutting landowner owns to the center of the road, the interests of the private landowner is a paramount consideration. Under these circumstances, the county can grant a private utility only as much interest as it has itself to the land to be used by the utility company and, furthermore, the county has no authority to impair the title in land which will be affected by the utility's use. Ohio Rev. Code Section 5547.05; Ohio Attorney General Opinion No. 80-039. It must be remembered that title to these lands are in the hands of private landowners.

Thus, unless it can be shown that the private utility will use the land for a purpose incidental to public traffic and the grant is for a public purpose, the county has no authority to allow private utilities to use the county right-of-way unless consent is first obtained from the private landowner. Ohio Attorney General Opinion Nos. 80-039, 80-043; Ziegler v. Ohio Water Service Co., 18 Ohio St.2d 101 (1969). Although it is well established that the laying of utility lines (be they public or private) is incidental to the use of the highway (see Friedman Transfer and Construction Co. v. City of Yonkers, 176 Ohio St. 209 (1964)), the purpose for the laying must be for the public's benefit.

EXHIBIT 22

THIS IS A TRUE COPY OF THE MICROPHOTOGRAPH APPEARING ON THIS FILM
STRIP IS AN ACCURATE AT LARGE REPRODUCTION OF A CASE FILE FOOT-
PRINT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHING.
CAMERA OPERATOR: *James L. Bickett* DATE PROCESSED: *10-3-83*

Paul G. Swanson
February 24, 1983
Page 2

One final issue has been raised with respect to the authority of the county engineer to grant county road opening permits to private utilities. Ohio Rev. Code Section 5547.04 requires approval of the county commissioners to erect or place obstructions within the bounds of a county highway. Ohio Rev. Code Section 5547.05 allows the county commissioners to grant permits to others to use county highways consistent with the uses the county can exercise on the highway. Ohio Rev. Code Section 5589.10 prohibits digging up, removing, excavating, or placing earth or mud on any portion of any highway or building a fence on the highway without authority to do so. Ohio Rev. Code Section 5589.31 prohibits constructing a walk or digging a ditch across a county road without the consent of the county engineer. Construing all these sections together seems to require commissioner (Executive) approval whenever anything is placed or erected in the roadway (see Ohio Attorney General Opinion No. 80-043) or where the county grants a use consistent with its own. Since, as discussed above, the county is not permitted to grant a use of a county road inconsistent with its own grant, it would appear that all uses granted in county road opening permits would have to be approved by the board of commissioners (Executive). In addition to the commissioners' (Executive's) approval, the county engineer would have to approve the construction of a walk or ditch which crosses the highway.

Very truly yours,

LYNN C. SLABY
Prosecuting Attorney

TIMOTHY M. HARTMAN
Assistant Prosecuting Attorney

TMH/lrf

cc: Richard W. Swarts

APPROVED:

LYNN C. SLABY
Prosecuting Attorney

THIS IS TO CERTIFY THAT THE MICROFILMED COPY OF THIS DOCUMENT IS AN ACCURATE AND COMPLETE REPRODUCTION OF THE ORIGINAL DOCUMENT DELIVERED TO THE NATIONAL ARCHIVES FOR BUSINESS FOR THE PRESERVATION OF THE NATIONAL ARCHIVES.

[REDACTED]

[REDACTED]

[REDACTED]

_____ hereinafter called the "Seller",

WHEREAS Seller desires to sell and deliver to Buyer and

Well Name	State	Section	Township	County
-----------	-------	---------	----------	--------

1. Seller shall promptly proceed with the construction

2. Immediately upon completion of a pipe line by

- EXHIBIT 23

the 1990s, the number of people in the world who are illiterate has increased from 1.2 billion to 1.5 billion. The number of illiterate people in the world is expected to reach 1.7 billion by the year 2015. The number of illiterate people in the world is expected to reach 1.7 billion by the year 2015.

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPH APPEARING ON THIS FILM STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE DOCUMENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTO-GRAPHING CAMERA OPERATOR John McLaughlin DATE PROCESSED 12-3-68

maintaining and removing any such measuring equipment and his right of ingress and egress to same shall extend to Buyer.

3. Subject to the terms and conditions herein contained Buyer shall buy the gas delivered to it by Seller at the Point of Delivery. Seller shall deliver and sell to Buyer all the gas owned, produced or purchased by Seller from all wells herein described, excepting only such quantity as the Seller may require for drilling operations on said premises and such quantity as may be reserved to the landowners by their oil and gas leases.

4. Seller may use such mechanical pressurization as it deems necessary to deliver gas to Buyer at the Point of Delivery, but the gas shall be taken by Buyer against such pipe line pressures as Buyer in its sole judgment deems necessary to maintain in its pipe line system (a) by reason of its market demands and deliveries of gas into its pipe line system from other sources of supply, and (b) in accordance with good safety practices and safety requirements and regulations of government authorities.

5. This Agreement shall continue in force for a term of three (3) years from the date hereof and as long thereafter as the gas which Seller delivers to Buyer hereunder is produced in paying and marketable quantities; provided, however, that if at any time during said period of three years or thereafter the delivery of gas by Seller at Buyer's measuring station herein specified shall be less than an average of twenty thousand cubic feet per day (measured as hereinafter provided) for a period of thirty (30) consecutive days, then Buyer, at its option, may terminate this Agreement as to the gas produced from all wells connected with said measuring station by giving Seller thirty (30) days prior written notice of such termination.

6. Buyer agrees to pay, under the terms and conditions set forth, at the rate of Two and 40/100 Dollars (\$2.40) per thousand cubic feet (Mcf) for the gas delivered and sold to Buyer under the terms of this Agreement and measured at said measuring station, Commencing with the first full production period

THIS IS TO CERTIFY THAT THE MICROFILM COPY APPEARING ON THIS FILM STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A COPY FILED IN THE REGULAR COURSE OF BUSINESS FOR RECORDING PURPOSES.
OPERATOR *[Signature]* DATE PROCESSED 10-2-88

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

10/30/2023 11:53:58 AM

in

Case No(s). 84-0525-PL-ATA

Summary: Application Part 2 Section D: Application for Approval and Authority to file a tariff for a new pipeline utility service (the "Application"); plus other related documents including the transcript for the hearing that was held by the PUCO; maps of the pipeline system; and a copy of the tariff approved; and opinion and order. electronically filed by Docketing Staff on behalf of Docketing.