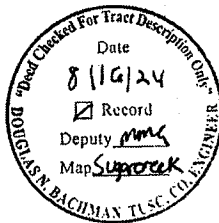


TRANSFERRED
TRANSFER FEE 4.50
CONVEYANCE EXAMINED
SEC. 319-202 R.C. COMPLIED WITH

AUG 16 2024

AMT 0
LARRY LINDBERG
Tuscarawas County Auditor



GENERAL WARRANTY DEED
(Statutory Form O.R.C. Section 5302.05-.06)

RBK HOLDINGS, LLC, an Ohio Limited Liability Company with Ohio Secretary of State Entity Number 1944298, of Tuscarawas County, Ohio, for valuable consideration paid, grants with general warranty covenants, to **PIRATES COVE DEVELOPMENT, LLC**, an Ohio Limited Liability Company with Ohio Secretary of State Entity Number 5252326, of Tuscarawas County, Ohio, whose tax-mailing address is: 4167 Winklepleck Road N.W., Sugarcreek, Ohio 44681, the following **REAL PROPERTY**:

Situated in the Village of Sugarcreek, County of Tuscarawas and State of Ohio and being more fully described on the attached **Exhibit "A"**.

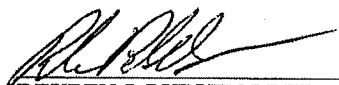
Parcel No: 58-00861-000; 58-01047-006; 58-01047-007; 58-01047-003; 58-01047-004; 58-01047-005; 58-00493-000; 58-01048-000; and 58-00102-000

Prior Instrument Reference: Volume 1554, Page 1439 Tuscarawas County Official Records, Volume 1568, Page 2137 Tuscarawas County Official records, and Volume 1578, Page 1442 Tuscarawas County Official Records.

The real property described herein, is conveyed subject to any items listed above, or in any attached exhibit a, which are exempted from the general warranty covenants, along with the following items which are also exempted from the general warranty covenants: all reservations, easements, rights of way, leases, covenants, conditions, restrictions and out conveyances of record; all legal highways; zoning, building and other laws, ordinances and regulations; real estate taxes and assessments not yet due and payable; rights of parties in possession; and discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which are not shown by the public records, but would be shown in a correct survey of premises.

THE ABOVE WAS PREPARED AT THE SPECIFIC REQUEST OF GRANTOR/GRANTEE BASED SOLELY UPON INFORMATION SUPPLIED BY ONE OR MORE OF THE PARTIES TO THIS CONVEYANCE, AND WITHOUT EXAMINATION OF TITLE OR ABSTRACT. THE DRAFTER ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES OR OMISSIONS IN THIS INSTRUMENT RESULTING FROM THE INFORMATION PROVIDED AND MAKES NO ASSERTIONS WITH RESPECT TO LIENS WHICH MAY BE AGAINST THIS PROPERTY, AND THE PARTIES HERETO SIGNIFY THEIR ASSENT TO THE DISCLAIMER BY THE GRANTOR'S EXECUTION AND THE GRANTEE'S ACCEPTANCE OF THIS INSTRUMENT.

EXECUTED AND ACKNOWLEDGED this 15th day of August 2024,
2024.


REUBEN J. BURKHOLDER,
MEMBER

STATE OF OHIO)
TUSCARAWAS COUNTY) SS:

The foregoing instrument was acknowledged before me this 15th day of August 2024, by REUBEN J. BURKHOLDER, MEMBER OF RBK HOLDINGS, LLC.

Kandy Close
NOTARY PUBLIC

This instrument prepared by:

Michael A. Warkall, Esq.
Fitzpatrick Zimmerman & Rose Co., L.P.A.
140 Fair Avenue N.W., P.O. Box 1014
New Philadelphia, Ohio 44663



EXHIBIT "A"**PARCEL NO. 1:**

Being a part of the Village of Sugarcreek and situated in the southeast quarter of section 3, Sugarcreek Township, T-8 N, R-4 W, Tuscarawas County, Ohio, also known as part of a 65.04 acre tract conveyed to Eli J.C. Yoder in Deed vol. 373 page 537 and Official Record vol. 1201 page 1460, #58-00861-000.

Described as follows:

Commencing at a 3/4 inch rebar found marking the southwest corner of Lot 702 of the Village of Sugarcreek, thence S 62 degrees 27' 00" E 266.79 feet along the lot line and along LBA Enterprises, Ltd.'s (Deed vol. 765 page 5) north line to a 1/4 inch rebar found, thence S 27 degrees 33' 00" W 247.78 feet along said LBA Enterprises, Ltd.'s east line and along Moomaw Manor Ltd. Partnership's (Deed vol. 583 page 737) west line to a 5/8 inch rebar found on Cletus & Norma Yoder's (Deed vol. 610 page 401) north line, thence S 63 degrees 07' 00" E 38.62 feet along said Cletus & Norma Yoder's north line and along said Moomaw Manor Ltd. Partnership's west line to a 5/8 inch rebar found the TRUE POINT OF BEGINNING. thence with the following SEVEN (7) COURSES:

- 1) S 63 degrees 07' 00" E 135.46 feet along said Moomaw Manor Ltd. Partnership's west line to an iron pin set, witnessed by a 3/4 inch rod found N 26 degrees 48' 07" E 1.07 feet, also witnessed by a 3/4 inch rod found S 71 degrees 02' 47" E 7.01 feet;
- 2) S 10 degrees 21' 16" W 134.58 feet along said Moomaw Manor Ltd. Partnership's west line to a 3/4 inch rod found;
- 3) S 35 degrees 34' 28" W 432.55 feet along said Moomaw Manor Ltd. Partnership's west line to a 3/4 inch rod found on Belden Brick Company's (Deed vol. 610 page 783) north line;
- 4) N 54 degrees 25' 32" W 420.86 feet along said Belden Brick Company's north line to a point in S.R. 93, witnessed by an iron pin set S 54 degrees 25' 32" E 56.21 feet;
- 5) N 25 degrees 15' 16" E 222.50 feet along S.R. 93 and along Jeffrey Troyer, Pamela Russell, Brent & Douglas Troyer's (Deed vol. 763 page 872) east line to a point, witnessed by a 5/8 inch rebar found S 75 degrees 27' 01" E 41.13 feet;
- 6) S 75 degrees 27' 01" E 360.13 feet along said Cletus & Norma Yoder's south line to a 5/8 inch rebar found;
- 7) N 15 degrees 49' 31" E 197.34 feet along said Cletus & Norma Yoder's east line to the TRUE POINT OF BEGINNING.

This parcel contains 3.735 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic identification cap marked "Baker 6938". Bearings from Deed vol. 765 page 5.

This survey made and description prepared by Jamie D. Darr P.S. 7755. January 10, 2007

SAVING AND EXCEPTING THE FOLLOWING:

Being a part of the Village of Sugarcreek and situated in the southeast quarter of section 3, Sugarcreek Township, T-8 N, R-4 W, Tuscarawas County, Ohio, also known as part of a 3.735 acre tract conveyed to Eli J.C. Yoder in Official Record vol. 1252 page 2599, #58-00861-000.

Described as follows:

Commencing at a 3/4 inch rebar found marking the southwest corner of Lot 702 of the Village of Sugarcreek, thence S 62 degrees 27' 00" E 266.79 feet along the lot line and along LBA Enterprises, Ltd.'s (Deed vol. 765 page 5) north line to a 1/4 inch rebar found, thence S 27 degrees 33' 00" W 247.78 feet along said LBA Enterprises, Ltd.'s east line and along Moomaw Manor Ltd. Partnership's (Deed vol. 583 page 737) west line to a 5/8 inch rebar found on Cletus & Norma Yoder's (Deed vol. 610 page 401) north line, thence S 63 degrees 07' 00" E 38.62 feet along said Yoder's north line and along said Moomaw Manor Ltd. Partnership's south line to a 5/8 inch rebar found the TRUE POINT OF BEGINNING.

thence with the following THREE (3) COURSES:

- 1) S 63 degrees 07' 00" E 48.24 feet along said Moomaw Manor Ltd. Partnership's south line to an iron pin set;
- 2) S 29 degrees 57' 14" W 193.96 feet through the lands of said Eli J.C. Yoder to a 5/8 inch rebar found;
- 3) N 15 degrees 49' 31" E 197.34 feet along said Cletus & Norma Yoder's east line to the TRUE POINT OF BEGINNING.

This parcel contains 0.107 acres, but subject to all easements of record. All iron pins set are 5/8 inch rebars with a plastic identification cap marked "Baker 6938". Bearings from Deed vol. 765 page 5.

This survey made and description prepared by Jamie D. Darr P.S. 7755. July 18, 2007

Leaving to be conveyed 3.628 acres, more or less

Parcel No.: 58-00861-000

PARCEL NO. 2:

Situated in the Village of Sugarcreek in the County of Tuscarawas, the State of Ohio.

Being located in the Southeast Quarter of Section 3 in Township 8, Range 4 of the United States Military Lands and being a part of the residue of a 12.597 acre tract (AP #58-01047.000) heretofore conveyed to David P. Shutt II (1/3 interest), Christine S. Parson (1/3 interest), Jessica Numbers (1/6 interest) and Anthony Immel (1/6 interest) in Official Record 1519 at Page 2385 of the Tuscarawas County Official Records with the tract to be conveyed being more fully described as follows:

Commencing at a 5/8" iron pin found capped Pyle Survey at the northeast corner of Lot 892 of Shutt Allotment as set forth in Plat Book 27 at Page 1 and being also at the TRUE PLACE OF BEGINNING of the tract herein to be described;

Thence with the north line of said Lot 892 North 27 deg. 05 min. 54 sec. West, 202.19 feet to an iron pin set;

Thence through the bounds of the aforesaid residue 12.597 acre parent tract North 43 deg. 30 min. 59 sec. East, 360.06 feet to an iron pin set on the south bound of a 0.583 acre tract heretofore conveyed to David P. Shutt II (1/3 interest), Christine S. Parson (1/3 interest), Jessica Numbers (1/6 interest) and Anthony Immel (1/6 interest) (O.R. 1519 - Pg. 2385);

Thence with the bounds of said 0.583 acre tract the following two courses;

- (1) thence South 42 deg. 05 min. 54 sec. East, 184.84 feet to an iron pin set;
- (2) thence North 43 deg. 58 min. 25 sec. East, 108.03 feet to an iron pin set at the southwest corner of a 0.417 acre tract heretofore conveyed to Robert D. & Roxie L. Gerber (O.R. 1377-Pg. 1311);

Thence with the bounds of said 0.417 acre tract the following two courses;

(1) thence South 45 deg. 38 min. 35 sec. East, 72.35 feet to a 1/2" iron pin found;

(2) thence North 44 deg. 21 min. 25 sec. East, 3.07 feet to an iron pin set on a north bound of the residue 12.597 acre parent tract;

Thence with the north bound of said residue 12.597 acre parent tract South 42 deg. 58 min. 17 sec. East, 284.59 feet to a 3/4" iron pin found at the northwest corner of a 0.50 acre tract heretofore conveyed to Nicholas L. & Kara M. Neuenschwander (O.R. 1278- Pg. 1761);

Thence with the bounds of said 0.50 acre tract the following two courses;

(1) thence South 38 deg. 02 min. 11 sec. West, 110.27 feet to a bent 3/4" iron pin found;

(2) thence South 43 deg. 21 min. 29 sec. East, 200.00 feet to a 3/4" iron pin found on the west bound of a 1.906 acre tract heretofore conveyed to Kayla D. Eicher (O.R. 1487- Pg. 2077);

Thence with the west bound of said 1.906 acre tract and with the west bound of the residue of a 2.129 acre tract heretofore conveyed to Melissa J. Miller (O.R. 1313 - Pg. 65) and with the west bound of a 0.897 acre tract heretofore conveyed to Scott & Lori Wright (O.R. 1499- Pg. 2276) South 37 deg. 55 min. 40 sec. West, 480.57 feet to a 5/8" iron pin found at the northeast corner of a 0.349 acre tract heretofore conveyed to George J. & Margaret M. Nagy (D.V. 702- Pg. 535) and passing on line a 5/8" iron pin found at 193.71 feet and a 5/8" iron pin found capped Pyle Survey at 445.95 feet;

Thence with the bounds of said 0.349 acre tract the following two courses;

(1) thence North 47 deg. 00 min. 59 sec. West, 154.01 feet to a 5/8" iron pin found capped Pyle Survey;

(2) thence South 35 deg. 38 min. 47 sec. West, 100.73 feet to a bent 5/8" iron pin found on the north line of Miller Avenue SW;

Thence with said Miller Avenue SW and with a bound of the residue 12.597 acre parent tract North 46 deg. 57 min. 00 sec. West, 50.36 feet to a 5/8" iron pin found at the southeast corner of Lot 889 of the aforesaid Shutt Allotment;

Thence with the east line of said lot North 35 deg. 39 min. 16 sec. East, 200.00 feet to a 5/8" iron pin found capped Pyle Survey at the northeast corner of said lot;

Thence with the north line of Lot 889, Lot 890 and Lot 891 of said Shutt Allotment North 46 deg. 57 min. 00 sec. West, 390.00 feet (passing on line 5/8" iron pins found capped Pyle Survey at 130.00 feet and at 260.00 feet) to the TRUE PLACE OF BEGINNING, **containing 8.472 Acres**, more or less but subject to all legal highways, rights-of-way, easements, leases and restrictions of record or otherwise legally established.

The above-described tract consists of part of AP #58-01047.000.

Bearings herein are oriented to Ohio State Plane North Zone NAD 83 and all iron pins set are 5/8"x30" re-bars with blue plastic caps stamped R.A.W. 8401.

Survey and description by R. Aaron Wells, Professional Surveyor #8401 in August 2018.

Parcel No.: 58-01047-006

PARCEL NO. 3:

Situated in the Village of Sugarcreek in the County of Tuscarawas, the State of Ohio.
Being located in the Southeast Quarter of Section 3 in Township 8, Range 4 of the United States Military Lands and being part of Lot 892 (AP #58-01047.002) of Shutt Allotment as set forth in Plat Book 27 at Page 1 in the Village of Sugarcreek heretofore conveyed to David P. Shutt II (1/3

interest), Christine S. Parson (1/3 interest), Jessica Numbers (1/6 interest) and Anthony Immel (1/6 interest) in Official Record 1519 at Page 2385 of the Tuscarawas County Official Records with the tract to be conveyed being more fully described as follows:

Commencing at a 5/8" iron pin found capped Pyle Survey at the northeast corner of said Lot 892 and being also at the TRUE PLACE OF BEGINNING of the tract herein to be described;

Thence with the east line of said lot and with the west line of Lot 891 of said allotment South 35 deg. 39 min. 16 sec. West, 208.23 feet to a 5/8" iron pin found capped Pyle Survey at the southeast corner of said Lot 892;

Thence with the south line of said Lot 892 and with the north line of Miller Avenue SW North 62 deg. 15 min. 42 sec. West, 188.53 feet to an iron pin set;

Thence through the bounds of said Lot 892 the following two courses;

(1) thence North 26 deg. 42 min. 02 sec. East, 130.62 feet to an iron pin set;

(2) thence North 43 deg. 30 min. 59 sec. East, 199.61 feet to an iron pin set on the north line of said lot;

Thence with said north line South 27 deg. 05 min. 54 sec. East, 202.19 feet to the TRUE PLACE OF BEGINNING, **containing 1.215 Acres**, more or less but subject to all legal highways, rights-of-way, easements, leases and restrictions of record or otherwise legally established.

The above-described tract consists of part of AP #58-01047.002.

Bearings herein are oriented to Ohio State Plane North Zone NAD 83 and all iron pins set are 5/8"x30" re-bars with blue plastic caps stamped R.A.W. 8401.

Survey and description by R. Aaron Wells, Professional Surveyor #8401 in August 2018.

Parcel No.: 58-01047-007

PARCEL NO. 4-6:

Being Lots 889, 890 and 891 in the Village of Sugarcreek, Ohio. Subject to all matters set forth on the Plat of the Shutt Allotment, Tuscarawas County Plat Volume 27, Page 1.

Parcel No.: 58-01047-003 (Lot 889); 58-01047-004 (Lot 890); 58-01047-005 (Lot 891)

PARCEL NO. 7:

Situated in the Village of Sugarcreek, County of Tuscarawas and State of Ohio:

Being known as part of the Southeast Quarter of Section 3, Township 8 and Range 4 of the United States Military Lands and being more fully described as follows:

Beginning at an iron pin at the intersection of the east line of said quarter section with the northwesterly line of the most northwesterly alley in Baker's Triangle Allotment in Shanesville; thence with the northwesterly alley line, North 53 deg. 58 min. East, 210.0 feet to a point in Ragersville Road; thence with said road, North 41 deg. 53 min. West, 276.1 feet to the TRUE PLACE OF BEGINNING of the tract herein described; thence from said true place of beginning, South 37 deg. 31 min. West, 26.90 feet to an iron pin; continuing South 37 deg. 31 min. West, 188.75 feet to an iron pin; thence North 43 deg. 11 min. West, 204.83 feet to a point; thence North 44 deg. 23 min. East, 186.98 feet to an iron pin; thence continuing North 44 deg. 23 min. East, 26.57 feet to a point in Ragersville Road; thence with said road, South 43 deg. 00 min. East, 179.08 feet to the TRUE PLACE OF BEGINNING, **containing 0.94 of an acre.**

Survey and description by Edward P. Gasser, Surveyor #4681.

SAVING AND EXCEPTING the following:

Being known as part of the Southeast Quarter of Section 3, Township 8 and Range 4 of the United States Military Lands and being more fully described as follows:

Beginning at an iron pin at the intersection of the east line of said quarter section with the northwesterly line of the most northwesterly alley in Baker's Triangle Allotment in Shanesville; thence with the northwesterly alley line, North 53 deg. 58 min. East, 210.0 feet to a point in Ragersville Road; thence with said road, North 41 deg. 53 min. West, 276.10 feet to a point at the most northerly corner of a tract of land heretofore conveyed to Ranson G. Andreas by deed recorded in Volume 361, Page 257, Deed Records of Tuscarawas County; thence North 43 deg. 00 min. West, 107.08 feet to the TRUE PLACE OF BEGINNING of the tract herein described; thence from said true place of beginning and continuing North 43 deg. 00 min. West, 72.00 feet to a point; thence South 44 deg. 23 min. West, 26.57 feet to an iron pin; thence continuing South 44 deg. 23 min. West, 186.98 feet to an iron pin; thence South 43 deg. 11 min. East, 72.00 feet to an iron pin; thence North 44 deg. 23 min. East, 186.77 feet to an iron pin; thence continuing North 44 deg. 23 min. East, 26.57 feet to the TRUE PLACE OF BEGINNING, **containing 0.35 of an acre.**

Leaving to be conveyed 0.59 acre, more or less, in Tract 1

Parcel No.: 58-00493-000

PARCEL NO. 8:

Situated in the Village of Sugarcreek, County of Tuscarawas and State of Ohio:

Being a part of the Southeast Quarter of Section 3, Township 8, Range 4 of the United States Military Lands and being a part of a 12.597 acre tract as conveyed to David P. and Norma J. Shutt by Warranty Deed recorded in Volume 487, Page 644, Deed Records of Tuscarawas County and being more fully described as follows:

Beginning at an iron pin at the intersection of the east line of said quarter section with the northwesterly line of the most northwesterly alley in Baker's Triangle Allotment in Shanesville (now Sugarcreek); thence with the northwesterly alley line, North 53 deg. 58 min. East, 210.0 feet to a point in Ragersville Road; thence with said road, North 41 deg. 53 min. West, 276.1 feet to the most easterly corner of a 0.59 acre tract; thence with the southeasterly line of said 0.59 acre tract, South 37 deg. 31 min. West, 215.65 feet to an iron pin at the most easterly corner of the above mentioned 12.597 acre tract and being the PLACE OF BEGINNING of the tract herein to be conveyed; thence from said beginning point with the southeasterly line of said 12.597 acre tract, South 38 deg. 09 min. West, 110.15 feet to an iron pin; thence North 43 deg. 11 min. West, 200.0 feet to an iron pin; thence North 38 deg 09 min. East, 110.15 feet to an iron pin on the northeasterly line of said 12.597 acre tract; thence with said northeasterly line, South 43 deg. 11 min. East, 200.0 feet to the PLACE OF BEGINNING, **containing 0.50 of an acre, more or less.**

The above description prepared by Frank E. Bair, Registered Surveyor #5918.

Parcel No.: 58-01048-000

PARCEL NO. 9:

Situated in the Village of Sugarcreek, County of Tuscarawas and State of Ohio:

Being located in the Southeast Quarter of Section 3 in Township 8, Range 4 of the United States Military Lands and consisting of part of a 0.35 acre tract (Tract 1) heretofore conveyed to Mary Eckert in Official Record 1304, Page 1495 of the Tuscarawas County Official Records with the tract to be conveyed being more fully described as follows:

Commencing at the northeast corner of the Southeast Quarter of Section 3;

Thence with the bounds of a 1.084 acre tract as calculated from Deed Volume 747, Page 765, the following three (3) courses;

(1) thence South 0 deg. 33 min. 38 sec. West, 25.00 feet;

(2) thence South 66 deg. 17 min. 30 sec. East, 30.33 feet;

(3) thence South 27 deg. 33 min. 38 sec. West, 271.50 feet to a point in West Main Street at the southmost corner of said tract and passing on line a 5/8" iron pin capped "Pyle Survey 6533" (found) at 239.74 feet;

Thence continuing South 27 deg. 33 min. 38 sec. East, 2.76 feet to a point in West Main Street on the northeast line of the residue of a 0.94 acre tract heretofore conveyed to Nicholas L. and Kara M. Neuenschwander (O.R. 1278, Pg. 1761);

Thence with said line and running in said street, North 43 deg. 00 min. 00 sec. West, 8.56 feet to a point at the eastmost corner of the aforesaid 0.35 acre parent tract being also the TRUE PLACE OF BEGINNING of the tract herein described;

Thence with the southeast line of said tract, South 44 deg. 04 min. 48 sec. West, 213.37 feet to an iron pin (set) on the northeast line of a 0.50 acre tract heretofore conveyed to Nicholas L. and Kara M. Neuenschwander (O.R. 1278, Pg. 1761) and passing on line a 3/4" iron pin (found - bent) at 26.43 feet;

Thence with said line, North 43 deg. 11 min. 00 sec. West, 67.17 feet to a 3/4" iron pin (found) at the northmost corner of said tract;

Thence through the bounds of the aforesaid parent tract, North 46 deg. 16 min. 28 sec. East, 213.33 feet to a point in West Main Street on the northeast line of the aforesaid parent tract and passing on line an iron pin (set) at 186.88 feet;

Thence with said line and running in said street, South 43 deg. 00 min. 00 sec. East, 59.00 feet to the TRUE PLACE OF BEGINNING, containing 0.309 acre more or less, but subject to all legal highways, rights-of-way, easements, leases and restrictions of record or otherwise legally established.

The above described tract consists of part of AP# 58-00102.000.

Bearings herein are oriented to Deed Volume 487, Page 644. All iron pins set are 5/8"x30" re-bars with yellow plastic caps stamped "WARD 7356".

Survey and description by Samuel C. Ward, Professional Surveyor #7356 in February, 2013.

Parcel No.: 58-00102-000

FITZPATRICK ZIMMERMAN ROSE
PICK UP

Inst #202400007126

Trustees of
Sugar Creek Twp.

David P. & Norma J.
Shutt
12.104 Ac.
V.487 P.644

Map office - Michael Fste 3-6-2000

DAVID SHUTT
870 MAIN ST.
SUGARCREEK, OH.



AEP America's Energy Partner

VOL 0764 PAGE 040

Eas. 2.705

Easement & Right of Way

David F. and Norma J. Shutt (Husband & wife) "Grantor(s)" in consideration of \$1.00, the easement terms, and other good and valuable consideration from _____ Power Company, an Ohio corporation, 215 N. Front St., Columbus, OH 43215, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, a right of way and easement "Easement", for electric, other energy or communication purposes for current/future uses, overhead and underground, in, on, over, through and across the following described lands situated in Sugar Creek Township, Tuscarawas County, Ohio, and being part of Section No(s). 3 SW Township No(s). 8 N and Range No(s). 4 W. Survey _____, in Deed/Official Record Volume(s) 487 Page(s) 644 of the Tuscarawas County Recorder's 00000013521 County Parcel # _____ Filed for Record in TUSCARAWAS COUNTY, OH DOLORES HIXSON On 10-11-2000 At 11:29 am. EASEMENT 18.00 Volume 764 Page 40 - 42

The Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility facilities, with poles, anchors, guys, supporting structures, conductors, conduits, service pedestals, grounding systems, foundations, manholes, devices and associated equipment as it may deem appropriate, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, at Grantee's option, without any liability to Grantor, any trees, overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size, (including those that are dead, diseased, weak or leaning), buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger the safety of, interfere with or encroach upon the use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any buildings, structures, pile or debris, interfere with lateral support, construct any swimming pool, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation deeper than eighteen (18) inches, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall conduct construction/maintenance activities on its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group and if Grantor initiates any construction or building activities on its property, always call the applicable utility protection service before the activity begins. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

WITNESS, Grantor(s) signed this Easement on the 22nd day of May, 2000

Signed and Acknowledged in the Presence of:

[Signature]
Print Name: Barb M. Immel

Print Name: Barb Immel

Print Name: _____

Print Name: David Shutt

[Signature]

Print Name: Norma Shutt

[Signature]

Print Name: _____

Mail Easement to
American Electric Power
Envelope Enclosed

STATE OF OHIO, COUNTY OF TUSCARAWASThe foregoing instrument was acknowledged before me this 22nd day of May, 2000, 188x
by David Shutt and Norma Shutt, husband and wife

Notary Public

Commission Expires

ROSE M. BURRIER, Notary Public

State of Ohio

My Commission Expires, March 22, 2005

STATE OF OHIO, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 199____, by _____

Notary Public

Commission Expires _____

STATE OF OHIO, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 199____, by _____
[Name], [Title of officer], of _____
[Corporation Name], a _____ [State of incorporation] corporation, on behalf of the corporation.

Notary Public

Commission Expires _____

STATE OF OHIO, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 199____, by _____
[Name of partner or agent], [Title of partner or agent],
on behalf of _____ [Partnership Name], a partnership.

Notary Public

Commission Expires _____

AEP Map & Pole Numbers

Example:	Quad 4182	Map / Sub-Map 074600	Pole 0056	Quad	Map / Sub-Map	Pole
	<u>4181</u>	<u>1149133</u>	<u>0130</u>	_____	_____	_____
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____

NO TRANSFER NECESSARY

DATE: 10-11-00

COUNTY AUDITOR

Eas. No. _____

Dwg. No. _____

W.O. No. 710/0998-60-1202

Address

David Shutt
Miller Ave S.W
SUGARCREEK OH 44681Easement prepared by Quto

Power Company

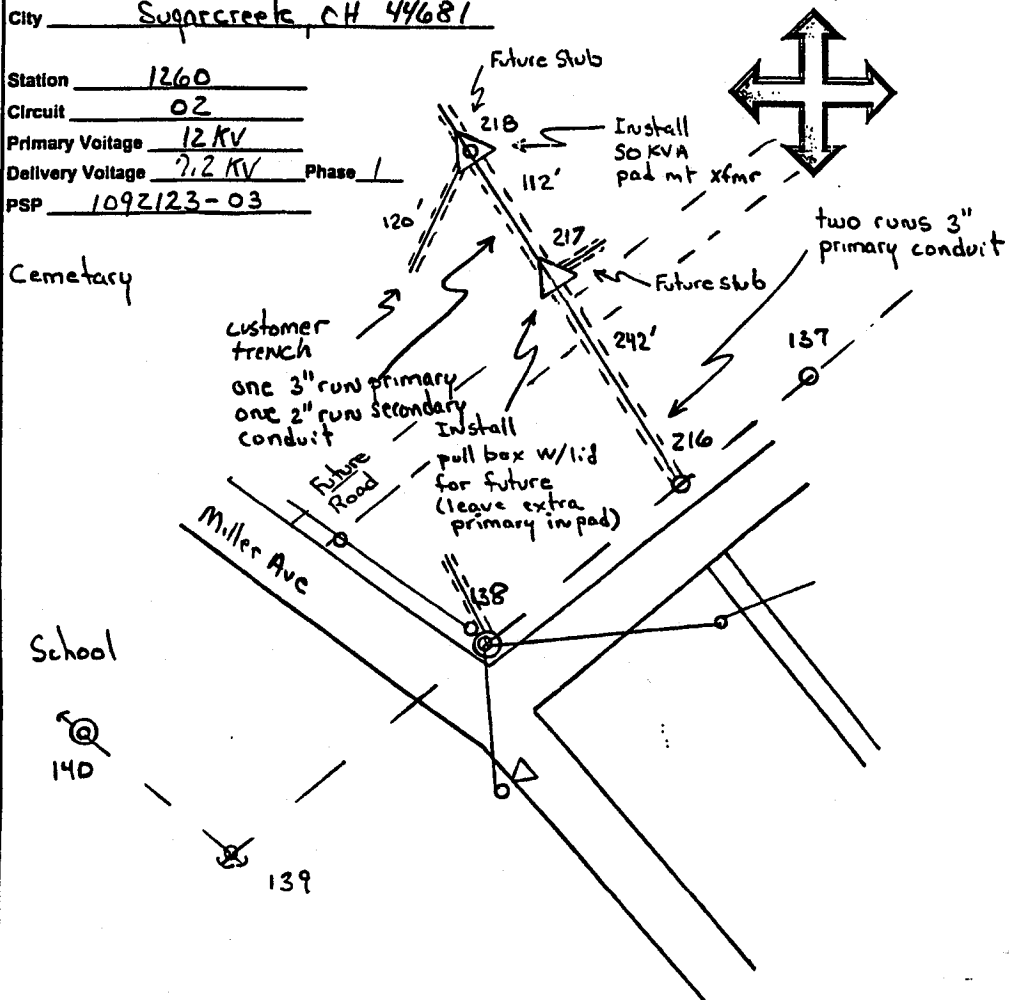
T & D Department
 American Electric Power
 202 W. High Ave.
 P.O. Box 549
 New Philadelphia, OH 44663-0549

Sheet 01 of 01
 Date 4-24-00 by Steve Reaves
 OPS 071336838 / 075080672
 WIO 008034
 CPR 114983 TO 17940

Customer Name David Shutt
 Address Miller Ave SW
 City Sugarcreek, OH 44681
 Station 1260
 Circuit 02
 Primary Voltage 12 KV
 Delivery Voltage 7.2 KV Phase 1
 PSP 1092123-03

Cemetery

School



No Tree Trimming

Capital O&M

NO TRANSFER NECESSARY

DATE: 2-23-00

COUNTY AUDITOR

200000002199
 Filed for Record in
 TUSCARAWAS COUNTY, OH
 DOLORES HIXSON
 On 02-23-2000 At 09:04 am.
 EASEMENT 14.00
 Volume 754 Page 656 - 657

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, DAVID P. SHUTT and NORMA SHUTT, husband and wife, hereinafter called the Grantors, in consideration of One Dollar and other good considerations, received from VILLAGE OF SUGARCREEK, OHIO, hereinafter called the Grantee, the receipt of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL, TRANSFER and CONVEY unto the Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove an 8" sanitary sewer with associated appurtenances such as manholes and cleanouts as may be required, over across and through lands described as follows:

Situated in the Village of Sugarcreek, County of Tuscarawas and State of Ohio:

Being over and through a tract of land containing 3.09 acres, more or less, in the Southeast Quarter of Section 3, Township 8, Range 4 as conveyed to Marvin M. Miller and Elsie Mae Miller, the Grantees by deed from Martha Stucky, dated August 28, 1974, filed September 5, 1974 at 10:32 A.M. and recorded at Volume 508 Page 783 of the Tuscarawas County Deed Records. Description of said deed incorporated by reference.

The easement herein granted to be 20 feet in width the centerline of which is described generally as follows:

Beginning at the centerline at the end of the easement granted by John and Martha Stucky to the Village of Sugarcreek, Ohio, recorded at Volume 493 Page 203 of the Tuscarawas County Deed Records and thence continuing in the same direction (northerly) to a point on the northern boundary line of said 3.09 acre tract.

Together with the right of ingress and egress over the same for the purpose of this easement.

Said Easement acquired by the Grantors by deed recorded at Tuscarawas County Deed Volume 546 Page 723.

GRANTEES ACCEPT THIS EASEMENT SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- A. In the event the Grantee does not construct a sewer line within five (5) years from the date hereof, this easement shall become null and void.
- B. Grantee shall reimburse the Grantors, their lessees, successors or assigns for all damages to growing crops which might result from the use of this easement.
- C. As soon as practicable following the constructions of said sanitary sewer line, Grantee shall restore the premises to substantially the condition they were in prior to said construction. Any seed to be sowed shall be of the same type and quality of crop as on the premises prior to the installation of said line.
- D. In the exercise of the rights granted herein wherein the premises are disturbed in any manner by the Grantee or persons properly acting on their behalf, Grantee shall at all times restore the same to the condition they were in prior to such disturbances

provided, however, the Grantee shall not be liable for replacing or reconstructing anything placed on said premises in violation of the terms of this easement.

- E. Grantee shall give Grantors, their heirs and assigns reasonable advance notice of their intent to enter upon said easement with equipment whether in the construction of said sewer line or at any subsequent time.
- F. Grantee shall save harmless the Grantors, their heirs and assigns from any loss, damage or expense of any kind arising out of a wrongful or negligent act of Grantee in the exercise of the rights granted hereunder.
- G. Any existing drain tile which may be broken or disturbed during installation of the sewer shall be replaced in the same condition as they were prior to the installation of the sewer line.

TO HAVE AND TO HOLD said easement for the purpose aforesaid unto the Grantee, their heirs and assigns forever.

This easement shall constitute a covenant running with the land for the benefit of the Grantees, their heirs and assigns.

IN WITNESS WHEREOF, David P. Shutt and Norma J. Shutt have hereunto set their hands, this 24 day of February, in the year of our Lord two thousand (2000).

In the presence of

Douglas D. Frautschy

David P. Shutt
David P. Shutt

Rose M. Burrier

Norma J. Shutt
Norma J. Shutt

THE STATE OF OHIO)
TUSCARAWAS COUNTY)

200000002199
TOM MILLER
DOUG PICK UP

Before me, a Notary Public in and for said County and State, personally appeared the above named DAVID P. SHUTT and NORMA J. SHUTT, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sugarcreek, Ohio, this 24 day of February, 2000.

This instrument prepared by
Douglas D. Frautschy, Esq.
Thomas E. Miller Law Office
Sugarcreek, Ohio 44681

Rose M. Burrier

ROSE M. BURRIER, Notary Public
State of Ohio
My Commission Expires March 21, 2000

NO TRANSFER NECESSARY

DATE: 2-17-09

COUNTY AUDITOR

200900001494
 Filed for Record in
 TUSCARAWAS COUNTY, OH
 LORI L SMITH
 02-17-2009 At 11:35 am.
 EASEMENT 68.00
 OR Volume 1300 Page 1314 - 1320

**AGREEMENT BETWEEN ADJOINING OWNERS CREATING
 EASEMENT FOR COMMON DRIVEWAY**

Agreement made on the 2nd day of February, 2009, between MARVIN S. MILLER and RITA R. MILLER, Husband and Wife, of 760 West Main Street Rear, Sugarcreek, Tuscarawas County, Ohio 44681, and NICHOLAS L. NEUENSCHWANDER and KARA M. MILLER, Both Unmarried, of 806 West Main Street, Sugarcreek, Tuscarawas County, Ohio, 44681.

MARVIN S. MILLER and RITA R. MILLER and NICHOLAS L. NEUENSCHWANDER and KARA M. MILLER recite and declare as follows:

A. The parties have an interest in adjoining real estate situated in the Village of Sugarcreek, County of Tuscarawas, State of Ohio, and described, respectively, as follows:

Being a part of the Village of Sugarcreek and situated in the southwest quarter of section 2 (0.070 acres, #58-00261-000) and the southeast quarter of section 3 (1.836 acres, #58-00010-000), Sugarcreek Township, T-8 N, R-4 W, Tuscarawas County, Ohio, also known as all of a 1.426 acre tract (per Tax Map) and a 0.077 acre tract (per Tax Map) conveyed to Marvin S. and Rita R. Miller in Deed vol. 608 page 768 and Deed vol. 633 page 490.

Described as follows:

Commencing at a 5/8 inch rod found on the south line of a 16.5 foot alley marking the northwest corner of Lot 666 of the Village of Sugarcreek, thence N 38 degrees 21' 16" W 120.05 feet along the south line of said alley and along Jeffrey A. and Annamarie Schrock's (O.R. vol. 1220 page 893) north line to a 5/8 rod found the TRUE POINT OF BEGINNING.

thence with the following ELEVEN (11) COURSES:

- 1) S 49 degrees 17' 52" W 229.05 feet (passing into the southwest quarter of section 3) along said Schrock's west line to a 1/2 inch rod found on Gregory and Elaine Stein's (O.R. vol. 1269 page 1662) north line;
- 2) N 53 degrees 45' 41" W 75.01 feet along said Stein's north line to a 5/8 inch rod found;
- 3) N 47 degrees 18' 38" W 203.71 feet along Daniel M. and Anita Ann Schrock's (Deed vol. 753 page 250) north line to an iron pin set on David P. and Norma J. Shutt's (Deed vol. 487 page 644 and Deed vol. 487 page 646) east line;
- 4) N 40 degrees 02' 10" E 193.71 feet along said Shutt's east line to a 5/8 inch rod found;

- 5) N 39 degrees 37' 19" E 325.66 feet along Nicholas L. Neuenschwander and Kara M. Miller's (O.R. vol. 1278 page 1761) east line to a point in the center of W. Main Street, witnessed by a mag nail set S 39 degrees 37' 19" W 28.05 feet;
- 6) S 40 degrees 07' 00" E 10.15 feet along the centerline of W. Main Street to a point, witnessed by a 5/8 inch rebar found S 39 degrees 21' 30" W 26.21 feet;
- 7) S 39 degrees 21' 30" W 227.40 feet along Ruth Ann Miller and Rosa M. Miller's (O.R. vol. 1159 page 1471) west line to a 5/8 inch rod found;
- 8) S 40 degrees 07' 00" E 86.35 feet along said Ruth Ann Miller and Rosa M. Miller and Charles and Sherry McRobie's (O.R. vol. 1277 page 1324) south line to a 1/2 inch rod found;
- 9) S 47 degrees 01' 23" E 117.13 feet along said McRobie's and Alverta E. Baab's (O.R. vol. 1195 page 2112) south line to a 1/2 inch rod found on the section line;
- 10) S 03 degrees 19' 36" W 39.38 feet along the section line to a 5/8 inch rod found;
- 11) S 38 degrees 21' 16" E 80.93 feet (passing into the southwest quarter of section 2) along the south line of a 16.5 foot alley to the TRUE POINT OF BEGINNING.

This parcel contains 1.906 acres, but subject to all highways easements of record.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings from Official Record vol. 1159 page 1471.

This survey made and description prepared by Jamie D. Darr, P.S. 7755.
December 31, 2008

Parent Permanent Parcel Nos.: 58-00010.000 and 58-00261.000
New Permanent Parcel No.: 58-00010.000

Sources of Title: Volume 608, Page 768 and Volume 633, Page 490 of the Deed Records of Tuscarawas County, Ohio.

Situated in the Village of Sugarcreek, County of Tuscarawas and State of Ohio.

TRACT #1:

Being known as part of the Southeast Quarter of Section 3, Township 8 and Range 4 of the United States Military Lands and being more fully described as follows:

Beginning at an iron pin at the intersection of the east line of said quarter section with the northwesterly line of the most northwesterly alley in Bakers Triangle Allotment in Shanesville; thence with the northwesterly alley line, North 53 deg. 58 min. East, 210.0 feet to a point in Ragersville Road; thence with said road, North 41 deg. 53 min. West, 276.1 feet to the TRUE PLACE OF BEGINNING of the tract herein described; thence from said true place of beginning, South 37 deg. 31 min. West, 26.90 feet to an iron pin; continuing South 37 deg. 31 min. West, 188.75 feet to an iron pin; thence North 43 deg. 11 min. West, 204.83 feet to a point; thence North 44 deg. 23 min. East, 186.98 feet to an iron pin; thence continuing North 44 deg. 23 min. East, 26.57 feet to a point in Ragersville Road; thence with said road, South 43 deg. 00 min. East, 179.08 feet to the TRUE PLACE OF BEGINNING, containing 0.94 of an acre.

Survey and description by Edward P. Gasser, Surveyor #4681.

SAVING AND EXCEPTING the following:

Being a part of the Southeast Quarter of Section 3, Township 8, Range 4, described as follows:

Beginning at an iron pin at the intersection of the east line of said quarter section with the northwesterly line of the most northwesterly alley in Baker's Triangle Allotment in Shanesville;

thence with the northwesterly alley line, North 53 deg. 58 min., East, 210.0 feet to a point in Ragersville Road; thence with said road, North 41 deg. 53 min., West, 276.10 feet to a point at the most northerly corner of a tract of land heretofore conveyed to Ranson G. Andreas by deed recorded in Volume 361, Page 267, Deed Records of Tuscarawas County; thence North 43 deg. 00 min. West, 108.08 feet to the TRUE PLACE OF BEGINNING of the tract herein described; thence continuing North 43 deg. 00 min. West, 72.00 feet to a point; thence South 44 deg. 23 min. West, 26.57 feet to an iron pin; thence continuing South 44 deg. 23 min. West, 186.98 feet to an iron pin; thence South 43 deg. 11 min. East, 72.00 feet to an iron pin; thence North 44 deg. 23 min. East, 186.77 feet to an iron pin; thence continuing North 44 deg. 23 min. East, 26.57 feet to the TRUE PLACE OF BEGINNING, containing **0.35 of an acre.**

Being the premises conveyed by Melvin J. Mullet and Elnora Mullet to Alvin Conkle and Wilma V. Conkle by Warranty Deed recorded in Volume 451, Page 801, Deed Records of Tuscarawas County.

Parcel #58-00493.000

TRACT #2:

Being a part of the Southeast Quarter of Section 3, Township 8, Range 4 of the United States Military Lands and being a part of a 12.597 acre tract as conveyed to David P. and Norma J. Shutt by Warranty Deed recorded in Volume 487, Page 644, Deed Records of Tuscarawas County and being more fully described as follows:

Beginning at an iron pin at the intersection of the east line of said quarter section with the northwesterly line of the most northwesterly alley in Bakers Triangle Allotment in Shanesville (now Sugarcreek); thence with the northwesterly alley line, North 53 deg. 58 min. East, 210.0 feet to a point in Ragersville Road; thence with said road, North 41 deg. 53 min. West, 276.1 feet to the most easterly corner of a 0.59 acre tract; thence with the southeasterly line of said 0.59 acre tract, South 37 deg. 31 min. West, 215.65 feet to an iron pin at the most easterly corner of the above mentioned 12.597 acre tract and being the PLACE OF BEGINNING of the tract herein to be conveyed; thence from said beginning point with the southeasterly line of said 12.597 acre tract, South 38 deg. 09 min. West, 110.15 feet to an iron pin; thence North 43 deg. 11 min. West, 200.0 feet to an iron pin; thence North 38 deg 09 min. East, 110.15 feet to an iron pin on the northeasterly line of said 12.597 acre tract; thence with said northeasterly line, South 43 deg. 11 min. East, 200.0 feet to the PLACE OF BEGINNING, containing **0.50 of an acre, more or less.**

The above description prepared by Frank E. Bair, Registered Surveyor #5918.

SAVING AND EXCEPTING, however, to the Grantors, their heirs and assigns, a 25 foot easement along the northwesterly boundary of the above described premises to be used for street purposes. This conveyance is made subject to the following condition: No mobile home or house trailer may be erected or placed upon the above described premises.

Further subject to any and all conditions; restrictions, easements, and encumbrances of record, and further subject to applicable zoning ordinances and all legal highways.

Parcel #58-01048.000

This conveyance is subject to easements and restrictions of record, leases, zoning ordinances, real estate taxes and assessments, if any prorated to the date of this deed.

Source of Title: Volume 1278, Page 1761 of the Official Records of Tuscarawas County, Ohio.

B. The parties desire to create a common driveway between the above-described adjoining parcels owned by them for the benefit of each of them.

In consideration of the above recitals and terms and covenants of this agreement, the parties agree as follows:

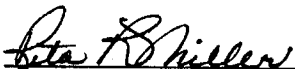
1. An easement for a common driveway in favor of property at 760 West Main Street Rear, owned by MARVIN S. MILLER and RITA R. MILLER, and in favor of property at 806 West Main Street, owned by NICHOLAS L. NEUENSCHWANDER and KARA M. MILLER, is created and further described at **Exhibit "A,"** attached hereto and made a part hereof.

2. The easement created by this agreement is superior and paramount to the rights of either of the parties to this agreement in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land.

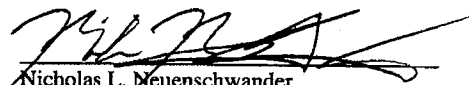
3. Both parties agree to the maintenance of the common driveway described herein.

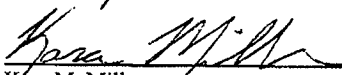
Dated: January 27, 2009


Marvin S. Miller


Rita R. Miller

Dated: February 2, 2009

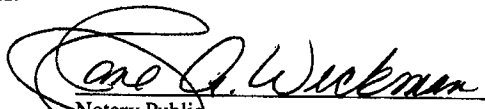

Nicholas L. Neuenschwander


Kara M. Miller

STATE OF OHIO)
) SS:
 TUSCARAWAS COUNTY)

BE IT REMEMBERED, that on this 27th day of January, 2009, before me, a Notary Public, in and for said County and State, personally came MARVIN S. MILLER and RITA R. MILLER, Husband and Wife, who acknowledged the signing of this agreement to be their voluntary act and deed.

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


 Notary Public

 JANE A. WECKMAN
 Notary Public, State of Ohio
 My Commission Expires 08-28-2010

STATE OF OHIO)
) SS:
 TUSCARAWAS COUNTY)

BE IT REMEMBERED, that on this 2nd day of February, 2009, before me, a Notary Public, in and for said County and State, personally came NICHOLAS L. NEUENSCHWANDER and KARA M. MILLER, Unmarried, who acknowledged the signing of this agreement to be their voluntary act and deed.

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


 Notary Public

This instrument prepared by:
Thomas H. Hisrich
 Attorney at Law
 121 West 4th Street
 Dover, Ohio 44622


 MATTHEW P. MULLEN
 ATTORNEY-AT-LAW
 NOTARY PUBLIC - STATE OF OHIO
 LIFETIME COMMISSION

L:\CLIENTS - REAL ESTATE\Miller, Marvin S & Rita\Notarize Mar-2009\AGREEMENT BETWEEN ADDITIONAL UNMARRIED CREATING PARTNERSHIP FOR COMMON DRIVEWAY.dwg

EXHIBIT "A"

Description 17 foot Common Drive Easement

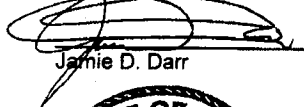
Being a part of the Village of Sugarcreek and situated in the southeast quarter of section 3, Sugarcreek Township, T-8 N, R-4 W, Tuscarawas County, Ohio, also known as a part of a 1.426 acre tract (per Tax Map) conveyed to Marvin S. and Rita R. Miller in Deed vol. 608 page 768 and Deed vol. 633 page 490, #58-00010-000, also being a part of a 0.590 acre parcel (#58-00493-000) and a 0.500 acre parcel (#58-01048-000) conveyed to Nicholas L. Neunswander and Kara M. Miller in O.R. vol. 1278 page 1761.

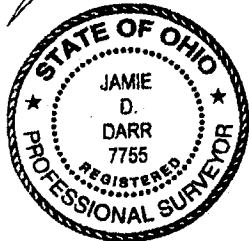
Commencing at a 5/8 inch rod found on the south line of a 16.5 foot alley marking the northwest corner of Lot 666 (situated in the southwest quarter of section 2 of Sugarcreek Township) of the Village of Sugarcreek, thence N 38 degrees 21' 16" W 120.05 feet along the south line of said alley and along Jeffrey A. and Annamarie Schrock's (O.R. vol. 1220 page 893) north line to a 5/8 rod found, thence N 38 degrees 21' 16" W 80.93 feet along the south line of said alley to a 5/8 inch rod found on the section line, thence N 03 degrees 19' 36" E 39.38 feet along the section line to a 1/2 inch rod found, thence N 47 degrees 01' 23" W 117.13 feet (passing into the southeast quarter of section 3) along Alverta E. Baab (O.R. vol. 1195 page 2112) and Charles and Sherry McRobie's (O.R. vol. 1277 page 1324) south line to a 1/2 inch rod found, thence N 40 degrees 07' 00" W 86.35 feet along said McRobie and Ruth Ann Miller and Rosa M. Miller's (O.R. vol. 1159 page 1471) south line to a 5/8 inch rod found, thence N 39 degrees 21' 30" E 227.40 feet along said Ruth Ann Miller and Rosa M. Miller's west line to a point in the center of W. Main Street, thence N 40 degrees 07' 00" W 10.15 feet along the centerline of W. Main Street to a point the TRUE POINT OF BEGINNING, witnessed by a mag nail set S 39 degrees 37' 19" W 28.05 feet.

Thence S 39 degrees 37' 19" W 310.00 feet along the property line between said Marvin S. and Rita R. Miller and said Nicholas L. Neunswander and Kara M. Miller, being 10 feet on the southeasterly side of said property line out of the lands of said Marvin S. and Rita R. Miller and 7 feet on the northwesterly side of said property line out of the lands of said Nicholas L. Neunswander and Kara M. Miller, to a point and THERE ENDS.

Bearings from Official Record vol. 1159 page 1471.

This survey made and description prepared by Jamie D. Darr, P.S. 7755.
January 27, 2009


Jamie D. Darr



VOL 1300 PAGE 1320

0 60 120

SCALE: 1"=60'

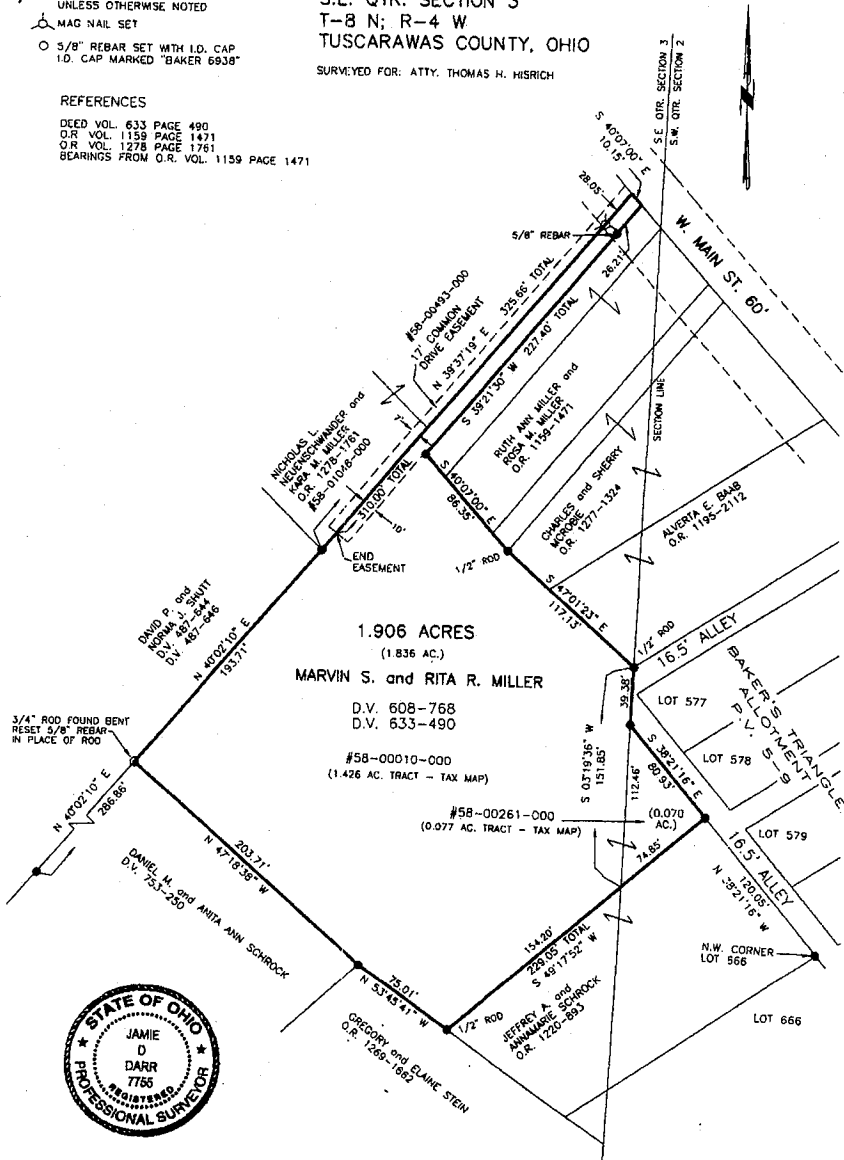
- 5/8" ROD FOUND UNLESS OTHERWISE NOTED
- MAG NAIL SET
- 5/8" REBAR SET WITH I.D. CAP I.D. CAP MARKED "BAKER 6938"

REFERENCES

DEED VOL. 633 PAGE 490
O.R. VOL. 1159 PAGE 1471
O.R. VOL. 1278 PAGE 1761
BEARINGS FROM O.R. VOL. 1159 PAGE 1471

200900001494
VILLAGE OF SUGARCREEK
SUGARCREEK TOWNSHIP
S.W. QTR. SECTION 2
S.E. QTR. SECTION 3
T-8 N; R-4 W
TUSCARAWAS COUNTY, OHIO

SURVEYED FOR: ATTY. THOMAS H. HISRIC



I CERTIFY THIS SURVEY TO BE CORRECT TO THE BEST OF MY KNOWLEDGE.

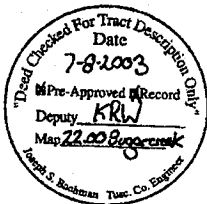
JAMIE D. DARR P.S. 7755
DATE: DECEMBER 31, 2008
REVISED JAN. 27, 2009, ADDED EASEMENT
JDD/VRZ
FILE NAME: WORKS\S-604-08\MLD

DONALD C. BAKER SURVEYING
138 N. CLAY STREET
MILLERSBURG, OHIO 44654
PH. 330-674-4788
FAX 330-674-6027

TRANSFERRED.
TRANSFER FEE.....1.00
CONVEYANCE EXAMINED,
SEC. 319-202 R. C. COMPLIED WITH

JUL 08 2003

AMT. 170.00
MATT JUDY
Tuscarawas County Auditor



200300013099
Filed for Record in
TUSCARAWAS COUNTY, OH
LORI L SMITH
07-08-2003 At 02:24 pm.
WARRANTY D 22.00
OR Volume 1114 Page 794 - 797

GENERAL WARRANTY DEED

Parcel #58-00493 & #58-01048

KNOW ALL MEN BY THESE PRESENTS that, **JEROMY STARNER and JILL STARNER**, husband and wife, the Grantors, who claim title by and through the instrument recorded in Volume 742, Page 619, Deed Records of Tuscarawas County, for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION (\$1.00 & OVC), received to their full satisfaction of **ROBERT SCHLABACH**, the Grantee, whose tax mailing address will be 806 W Main Street, Sugarcreek, Ohio 44681, give, grant, bargain, sell, and convey with general warranty covenants (ORC § 5302.06) unto the said Grantee, his heirs and assigns, the following described premises:

Situated in the Village of Sugarcreek, County of Tuscarawas and State of Ohio.

TRACT #1:

Being known as part of the Southeast Quarter of Section 3, Township 8 and Range 4 of the United States Military Lands and being more fully described as follows:

Beginning at an iron pin at the intersection of the east line of said quarter section with the northwesterly line of the most northwesterly alley in Baker's Triangle Allotment in Shanesville; thence with the northwesterly alley line, North 53 deg. 58 min. East, 210.0 feet to a point in Ragersville Road; thence with said road, North 41 deg. 53 min. West, 276.1 feet to the **TRUE PLACE OF BEGINNING** of the tract herein described; thence from said true place of beginning, South 37 deg. 31 min. West, 26.90 feet to an iron pin; continuing South 37 deg. 31 min. West, 188.75 feet to an iron pin; thence North 43 deg. 11 min. West, 204.83 feet to a point; thence North 44 deg. 23 min. East, 186.98 feet to an iron pin; thence continuing North 44 deg. 23 min. East, 26.57 feet to a point in Ragersville Road; thence with said road, South 43 deg. 00 min. East, 179.08 feet to the **TRUE PLACE OF BEGINNING, containing 0.94 of an acre.**

Survey and description by Edward P. Gasser, Surveyor #4681.

SAVING AND EXCEPTING the following:

Being a part of the Southeast Quarter of Section 3, Township 8, Range 4, described as follows:

Beginning at an iron pin at the intersection of the east line of said quarter section with the northwesterly line of the most northwesterly alley in Baker's Triangle Allotment in Shanesville; thence with the northwesterly alley line, North 53 deg. 58 min. East, 210.0 feet to a point in Ragersville Road; thence with said road, North 41 deg. 53 min. West, 276.1 feet to a point at the most northerly corner of a tract of land heretofore conveyed to Ranson G. Andreas by deed recorded in Volume 361, Page 267, Deed Records of Tuscarawas County; thence North 43 deg. 00 min. West, 108.08 feet to the **TRUE PLACE OF BEGINNING** of the tract herein described; thence continuing North 43 deg. 00 min. West, 72.00 feet to a point; thence South 44 deg. 23 min. West, 26.57 feet to an iron pin; thence continuing South 44 deg. 23 min. West, 186.98 feet to an iron pin; thence South 43 deg. 11 min. East, 72.00 feet to an iron pin; thence North 44 deg. 23 min. East, 186.77 feet to an iron pin; thence continuing North 44 deg. 23 min. East, 26.57 feet to the **TRUE PLACE OF BEGINNING, containing 0.35 of an acre.**

Being the premises conveyed by Melvin J. Mullet and Elnora Mullet to Alvin Conkle and Wilma V. Conkle by Warranty Deed recorded in Volume 451, Page 801, Deed Records of Tuscarawas County.

TRACT #2:

Being a part of the Southeast Quarter of Section 3, Township 8, Range 4 of the United States Military Lands and being a part of a 12.597 acre tract as conveyed to David P. and Norma J. Shutt by Warranty Deed recorded in Volume 487, Page 644, Deed Records of Tuscarawas County and being more fully described as follows:

Beginning at an iron pin at the intersection of the east line of said quarter section with the northwesterly line of the most northwesterly

alley in Baker's Triangle Allotment in Shanesville (now Sugarcreek); thence with the northwesterly alley line, North 53 deg. 58 min. East, 210.0 feet to a point in Ragersville Road; thence with said road, North 41 deg. 53 min. West, 276.1 feet to the most easterly corner of a 0.59 acre tract; thence with the southeasterly line of said 0.59 acre tract, South 37 deg. 31 min. West, 215.65 feet to an iron pin at the most easterly corner of the above mentioned 12.597 acre tract and being the **PLACE OF BEGINNING** of the tract herein to be conveyed; thence from said beginning point with the southeasterly line of said 12.597 acre tract, South 38 deg. 09 min. West, 110.15 feet to an iron pin; thence North 43 deg. 11 min. West, 200.0 feet to an iron pin; thence North 38 deg. 09 min. East, 110.15 feet to an iron pin on the northeasterly line of said 12.597 acre tract; thence with said northeasterly line, South 43 deg. 11 min. East, 200.0 feet to the **PLACE OF BEGINNING**, **containing 0.50 of an acre, more or less.**

The above description prepared by Frank E. Bair, Registered Surveyor #5918.

SAVING AND EXCEPTING, however, to the Grantors, their heirs and assigns, a 25 foot easement along the northwesterly boundary of the above described premises to be used for street purposes. This conveyance is made subject to the following condition: No mobile home or house trailer may be erected or placed upon the above described premises.

Further subject to any and all conditions, restrictions, easements, and encumbrances of record, and further subject to applicable zoning ordinances and all legal highways.

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

And the said Grantors do, for themselves and their heirs and assigns, covenant with the said Grantee, his heirs and assigns, that at and until the ensealing of these presents, they are well-seized of the above-described premises, as a good and

200300013099
ALPHA LAND TITLE
PICK UP

indefeasible estate in fee simple and have good right to bargain and sell the same in manner and form as above-written, and that the same are free and clear from all encumbrances whatsoever, except as set forth hereinabove and except taxes and assessments, and that the Grantors shall warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, his heirs and assigns, against all lawful claims and demands whatsoever except as stated above.

Executed this 2nd day of July, 2003.

Jeromy Starner
Jeromy Starner
Jill Starner
Jill Starner

STATE OF OHIO, TUSCARAWAS COUNTY, SS:

The foregoing instrument was acknowledged before me this 2nd day of July, 2003, by **Jeromy Starner and Jill Starner**, husband and wife.



LEIGH ANN CHILTON
NOTARY PUBLIC
STATE OF OHIO
My Commission
Expires
11/01/2004

Leigh A Chilton
Notary Public

This instrument was prepared by
Michael A. Warkant, Esq.
KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A.
158 N Broadway
New Philadelphia, Ohio 44663
Phone: (330) 364-3472
Fax: (330) 602-3187

81771

WARRANTY DEED—No. 102A

VOL 507 PAGE 917

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883

Knows All Men by these Presents

That, WE, DAVID P. SHUTT and NORMA J. SHUTT, Husband and wife, the Grantors, who claim title by or through instrument, recorded in Volume 487, Page 644, County Recorder's Office, for the consideration of One Dollar and other good and valuable considerations - - - - - Dollars (\$ 1.00) received to our full satisfaction of Emanuel Larry Yoder and Sarah Ann Yoder, Husband and Wife, the Grantee s, whose TAX MAILING ADDRESS will be do

Give, Grant, Bargain, Sell and Convey unto the said Grantees, their heirs and assigns, the following described premises, situated in the Village of Sugarcreek, County of Tuscarawas and State of Ohio:

Being a part of the Southeast Quarter of Section No. Three (3), Township Eight (8), Range Four (4) of the United States Military Lands, and being a part of a 12.597 acre tract as conveyed to David P. and Norma J. Shutt by a Warranty Deed as recorded in Volume 487, Page 644 of the Tuscarawas County Deed Records, and being more fully described as follows:

Commencing at an iron pin at the intersection of the East line of said Quarter Section with the Northwesterly line of the most Northwesterly alley in Baker's Triangle Allotment in Shanesville (now Sugarcreek); thence with the Northwesterly alley line, North 53 deg. 58' East, 210.0 feet to a point in Ragersville Road; thence with said road, North 41 deg. 53' West, 276.1 feet to the most Easterly corner of a 0.59 of an acre tract; thence with the Southeasterly line of said 0.59 of an acre tract, South 37 deg. 31' West, 215.65 feet to an iron pin at the most Easterly corner of the above mentioned 12.597 acre tract and being the place of beginning of the tract herein to be conveyed; thence from said beginning point with the Southeasterly line of said 12.597 acre tract, South 38 deg. 09' West, 110.15 feet to an iron pin; thence North 43 deg. 11' West, 200.0 feet to an iron pin; thence North 38 deg. 09' East, 110.15 feet to an iron pin on the Northeasterly line of said 12.597 acre tract; thence with said Northeasterly line, South 43 deg. 11' East, 200.0 feet to the place of beginning, containing 0.50 of an acre, more or less, but subject to all legal highways.

The above description prepared by Frank E. Bair, P.S. Registered Surveyor #5918.

SAVING AND RESERVING, However, to the Grantors, their heirs and assigns a 25 foot easement along the Northwesterly boundary of the above described premises to be used for street purposes. This conveyance is made subject to the following condition: No mobile home or house trailer may be erected or placed upon the above described premises.

TRANSFERRED

TRANSFER FEE 35
CONVEYANCE EXAMINED
SEC. 319-202 R.C. COMPLIED WITH
AMT. 58

JUL 23 1974

DONALD R. KINSEY
TUSCARAWAS COUNTY AUDITOR
No. 72640

"Deed checked for tract description only"

ED F. GASSER
Tuscarawas Co. Engineer
Deputy

917

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

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

And We , DAVID P. SHUTT and NORMA J. SHUTT, the said Grantor s, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee s, their heirs and assigns, that at and until the ensembling of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes which shall be prorated to date of delivery hereof;

and that we will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee s, their heirs and assigns, against all lawful claims and demands whatsoever

And for valuable consideration we, the said Grantors

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

In Witness Whereof we have hereunto set our hands, the 10th. day of June, in the year of our Lord one thousand nine hundred and seventy-four.

Signed and acknowledged in presence of

Thomas E. Miller
Thomas E. Miller

David P. Shutt
David P. Shutt

Norma J. Shutt
Norma J. Shutt

State of Ohio

Tuscarawas County, ss. Before me, a Notary Public in and for said County and State, personally appeared the above named DAVID P. SHUTT and NORMA J. SHUTT, Husband and Wife,

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

In Testimony Whereof, I have hereunto set my hand and official seal, at Sugarcreek, Ohio this 10th. day of June, A. D. 1974.

This instrument prepared by:
Thomas E. Miller
Attorney At Law
Sugarcreek, Ohio

Thomas E. Miller

THOMAS E. MILLER
Notary Public for State of Ohio
My Commission Has No Expiration Date

64171



DAVID P. SHUTT
and
NORMA J. SHUTT

TO

EMANUEL LARRY YODER
AND
SARAH ANN YODER

Transferred 19

COUNTY AUDITOR

State of Ohio

County of Tuscarawas

Received for Record on the

day of JUL 23 1974

at 4:25 o'clock P.M.

and Recorded JUL 23 1974

Book Page

11 Theodore M. Anderson

Recorders Fee \$3.00

COUNTY RECORDED

This instrument prepared by

EASEMENT

67975

In consideration of the sum of One dollar (\$ 1.00), the receipt of which is hereby acknowledged, David P. & Norma J. Shutt (Husband & Wife), (hereinafter whether singular or plural in number, called "Grantor") does hereby grant and convey to General Telephone Company of Ohio, an Ohio Corporation with offices at 100 Executive Drive, Marion, Ohio 43302, its agents, assigns, lessees, licensees and successors (hereinafter collectively called the "Company") the permanent easement and right to construct, reconstruct, enlarge, maintain, operate and remove lines of communications and electric facilities including and/or consisting of such poles, wires, conduits, cables, anchors, guys, and such other fixtures and appurtenances as the Company may at any time require or deem necessary, and the full right of access and ingress to and egress from the same, across, upon, over, in and/or under the real estate situated in Range 4, Township 8, Section 3, in the Township of Sugarcreek, County of Tuscarawas, State of Ohio and described as follows:

As being recorded in Volume 487 - Pages 644 - 646 at the Tuscarawas County Recorder's Office.

Said lines and facilities shall be situated within a strip of said real estate, one rod in width, described as follows or as shown on Exhibit A attached hereto and incorporated by reference herein: Beginning at a point located on the said Grantor's property line 82.5 feet northwesterly from a Stone, located at the northeast corner of the said Grantor's land and the southeast corner of that property now or formerly belonging to Melvin J. Mullet, Volume 451-797. Thence proceeding southwest 82 feet from and parallel to the property line that runs southwest from said Stone to the north road right-of-way of Miller Street, a distance of 691.56 feet. Thence turning and running parallel to and 82 feet from said north road right-of-way of Miller Street, a distance of 820.23 feet to a point in the property line between said Grantor's land and that now or formerly belonging to the Sugarcreek Township Trustees, Volume 350 - Page 398 and 497. The herein described line will be the centerline of this easement.

The Company is hereby granted the right to trim or cut down all trees and brush within the boundaries of the one rod strip described above.

The Company hereby agrees to pay for any damages caused by the construction or maintenance of said lines and facilities. Grantor shall not erect any permanent structure within the boundaries of the easement.

The rights and interests herein granted and the agreements herein contained shall be binding upon and inure to the benefit of the heirs, successors, assigns, lessees and licensees of the Grantor and the Company.

In witness whereof this instrument is signed this 9 day of FEBRUARY, 1973.

Signed and acknowledged in the presence of:

Grantor:

67975

Keith W. Walker RECEIVED FOR RECORD David P. Shutt
KEITH W. WALKER THEODORE M. UNDERWOOD, County Recorder DAVID P. SHUTT

Ronald L. Mauer FEB 15 1973 923
RONALD L. MAUER Recorded Feb 15 1973 of the NORMA SHUTT
Vol. 350 Page 398 Records of

State of Ohio, County of Tuscarawas, SS: 249

Before me, a Notary Public in and for said County, personally appeared the above named DAVID P. SHUTT & NORMA J. SHUTT, who acknowledged that THEY did sign the foregoing instrument and the same is THEIR free act and deed.

In testimony whereof I have hereunto subscribed my name and affixed my official seal this 9 day of FEBRUARY, 1973.

My commission expires August 19, 1976
Keith W. Walker, Notary Public
Tuscarawas County, Ohio
My Commission Expires August 19, 1976

Keith W. Walker
Notary Public
KEITH W. WALKER

GRANTEE (COMPANY) AGREES TO RELOCATE AND REBURY SAID FACILITIES IN THE EVENT FUTURE DEVELOPMENT OF THE LAND OF WHICH THIS EASEMENT IS A PART IS UNDERTAKEN BY THE GRANTOR HEIRS OR ASSIGNS AND SAID COMPANY AGREES TO DO SAID WORK PROMPTLY UPON WRITTEN NOTIFICATION, PROVIDED THAT A NEW LOCATION IS PROVIDED AT THAT TIME FOR SUBSTITUTION OF SAID FACILITIES.

NO TRANSFER NEGOTIABLE

Ronald L. Mauer
COUNTY AUDITOR

This instrument was prepared by General Telephone Company of Ohio

Situated in the Township of Goshen, Village of Barnhill, County of Tuscarawas and State of Ohio and known as:
Part of Lot 36, Range one, Township 8 and described as follows:
Beginning on the South line of said lot at a point South 87 degrees 31' East 60.6 feet from a stone at the Southwest corner of the same; thence North 2 degrees 29' East 150 feet; thence South 87 degrees 31' East 60.04 feet; thence South 2 degrees 29' West 150 feet to South line of said lot; thence North 87 degrees 31' West 60.04 feet to the place of beginning, containing .21 of an acre.

Said tract being number 27 in a sub-division of lands in said Lot 36 in 1884 reserving all minerals underlying the above described premises with the privilege of removing the same at any time without injury to the surface thereof.

That the persons inheriting said real estate with their age, address, relationship and portion inherited by them is as follows:

NAME	AGE	ADDRESS	RELATIONSHIP	PORTION INHERITED
Margaret E. Korns	Adult	Midvale, Ohio	Daughter	All

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully carried out, it is ordered that such real estate be transferred upon the Tax Duplicate, to the name of the persons above set forth, and that this Certificate be recorded in the Deed Records of your County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 29th day of January, 1947.

RALPH FINLEY

Probate Judge

By *Bulger* Deputy Clerk.

RECEIVED FOR RECORD

APR 16 1947 3:45 P M

16186

NO TRANSFER NECESSARY

Recorded APR 16 1947 19
Vol. Page of the

Records of

TUSCARAWAS COUNTY, OHIO

DELBERT MYER, County Recorder 325

KNOW ALL MEN BY THESE PRESENTS, That

We, Edward Gonter, Glen Gonter and Charlene Neff for the considerations hereinafter expressed, do hereby grant unto The Village of Shanesville, Tuscarawas County, Ohio, a municipal corporation, its successors and assigns the right and easement to enter upon the following described premises, drill a water well or wells, construct a pump house, construct and maintain water and electric transmission lines for the purpose of pumping water from said well or wells into a municipal water distribution system:

Located in Sugarcreek Township, Tuscarawas County, Ohio and being part of the South East quarter of Section three (3), Township eight (8) and Range four (4), more particularly described as follows:

Beginning at the South West corner of said Quarter Section, thence South eighty-eight (88) degrees, twenty-two (22) minutes East 22.04 chains to a point; thence North one degree 25 minutes East 27.24 chains to a point; thence North seventy (70) degrees, thirty (30) minutes West 15.33 chains to the public road; thence South 23 degrees, 30 minutes West 3.95 chains to a point in said road; thence South 25 degrees 30 minutes West 14.21 chains to a point in said road and located on the West line of said Quarter Section; thence South one degree 23 minutes West 15.31 chains to the place of beginning, containing 60.38 acres, more or less.

The Grantees shall have the right and privilege during the term of this easement to enter upon the hereinbefore described premises and drill a water well at a point on said premises approximately one hundred and twenty (120) feet south of the north line of said 60.38 acre tract and approximately two hundred and fifty-six (256) feet east of the center line of the public road from Shanesville to Baltic, Ohio, and now known as State Route #93, and the Grantee shall have the right and privilege to drill an additional well or wells within a radius of one hundred and fifty (150) feet of the point designated for the first or original well and to lay pipe lines from the well or wells so drilled to the public highway, the right to maintain, repair and replace such lines as may be necessary for the conveyance of water from the well or wells to the main line on said public highway, and the Grantee shall have the further right to maintain and construct a pump house on the site of the well or wells for the purpose of pumping water from said well or wells and to construct and maintain electric power transmission lines to said pump house for the purpose of operating the electric pumps used or contained therein. Grantee shall have the right and privilege to enter upon said premises, to-wit, the 60.38 acre tract hereinbefore mentioned for the purpose of drilling wells, erecting a pump house, laying water lines and constructing electric lines and maintaining the same during the period of this lease, such entrance to be made from the public highway through a lane now used by the Grantors to a point opposite a shed now located between the house and the barn thence proceeding northerly to the proposed location of the well or wells.

The Grantee is hereby granted the right to lay the proposed water mains and construct the power lines to and from the wells in the most direct route to connect with the main water and electric transmission lines, and the Grantors hereby consent to lines being laid in such direct route which it is understood is west of the proposed well location, such lines not to interfere unduly with the

farming operations of the Grantors. Said Grantors further covenant and agree for themselves, their heirs, executors, administrators and assigns that they will not erect any structures or cause any condition to exist within three hundred (300) feet of the proposed well or wells which might in any way contaminate the water supply well or wells of the Grantee, as the same are determined by the State Department of Health, other than those conditions or buildings which are or may be in existence at the time of this deed of easement, which buildings may be reconstructed if destroyed by fire, tornado or As a consideration for the right herein granted said The Village of Shanesville by its acceptance hereof, agrees to enter upon said premises and perform the hereinbefore described operations in the manner herein written, agrees to remove the debris resulting therefrom, and as a further consideration agrees to construct and maintain

a one and one-quarter (1 1/4) inch pipe line from the end of the proposed distribution system on State Route #93 in a southerly direction to a point opposite the northerly side of the farm house on said Genter farm and thence easterly approximately eighty (80) feet from such point, the Grantees agree to construct a three-quarter (3/4) inch water line to the farm home and also extend a three-quarter (3/4) inch line to the main barn structure, and such line shall be laid in such a manner as not to interfere unduly with the trees, shrubbery and buildings on said premises, and the Grantees further agree to maintain only the one and one-quarter (1 1/4) inch water line, the remainder to be maintained and repaired if necessary at the expense of the Grantors.

An alternate method of supplying water to the Grantors by the Grantees shall be by the construction of a pipe line direct from the well or wells south to a point approximately midway between the house and the barn on the farm of the Grantors, thence constructing lateral lines to the house and barn, which alternate line may be used by the parties hereto.

-3-

*or otherwise.

As a further consideration for the easement herein granted, the Grantees, The Village of Shanesville, agree to furnish and provide the Grantors, their heirs, successors, administrators and assigns to the extent of eighty-five thousand (85,000) gallons per year, and the Grantors promise and agree for themselves, their heirs, executors, administrators and assigns that they will pay for all water in excess of eighty-five thousand (85,000) gallons per year at the regular water rates prevailing in the Village of Shanesville, Ohio, at such time the charge may be assessed, said water to be measured through a meter installed by the Grantees. Said water shall be furnished and provided as long as the Grantees shall obtain water from said premises, and on termination of this easement, such granted free water will cease and determine.

As a further consideration, the Grantees by acceptance of this deed hereby promise and agree that in the drilling and maintenance of the well or wells proposed to be drilled, they will erect barriers and containers to keep the debris resulting from the drilling from flowing over the Grantors' land; and further promise and agree that in the event any crops are damaged by the construction, maintenance or operation of the aforesaid water well and transmission lines, they will indemnify and save harmless the Grantors from such damage during the period this lease shall run. As a further consideration, the Grantees by acceptance of this deed of easement agree that in the event the drilling of the aforesaid well shall injure or damage the water well or the present supply of water to such well now on the farm and located between the house and the barn, and the well, ^{or wells} proposed to be drilled by the Village of Shanesville do not produce

Vol 283 Page 580

water, then the Village of Shanesville will drill a new water well for the Grantors, which new well shall produce water in substantially the same amount as is now pumped from the present well. The obligation to drill such new well shall be null, void, and of no effect in the event water is obtained from the well proposed to be pumped, and delivered to the Grantors, according to the terms of this deed of easement.

The term of this easement shall be during such period of time as the Grantees shall obtain water from said premises, and upon Grantee's abandonment of said premises as a source of the water supply for The Village of Shanesville, this easement shall cease and determine and thereupon all rights, obligations and duties imposed upon the Grantors and the Grantee hereunder shall cease and determine and be void and of no effect.

In Witness Whereof, Grantors herein together with Lydia Gonter, wife of Edward Gonter, Ruby Gonter, wife of Glen Gonter, and Francis A. Neff, husband of Charlene Neff, will hereby release all their right, title and interest in the easement hereinbefore granted, have hereunto set their hands this 21st day of July, 1946, A. D.

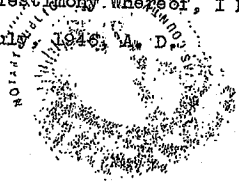
Signed and Acknowledged
in the Presence of:

1. Edward Gonter
Edward Gonter
2. Lydia P. Gonter
Lydia Gonter
3. Glen Gonter
Glen Gonter
4. Ruby Gonter
Ruby Gonter
5. Charlene Neff
Charlene Neff
6. Francis A. Neff
Francis A. Neff

The State of Ohio,
Tuscarawas County, SS.

Before me, a Notary Public in and for said county, Edward Gonter, his wife, Lydia Gonter, Glen Gonter, his wife, Ruby Gonter, Charlene Neff, her husband, Francis A. Neff, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand this day of July, 1946, A. D.



Maurice H. Hefner
Notary Public
My Comm. expires 9-14-48

15141

Name Edward J. Gontier
Address Shanesville, P.
Line Shanesville
Eas. No. 52 Map No. 480

NO TRANSFER NECESSARY

VOL 282 PAGE 99
COUNTY AUDITOR

FEB - 6 1947

Received for Record M 9 5 5 AM '47
Recorded in Deed Records FEB 11 1947

Volume Deed Book Page 150
Recorded in Tuscarawas County
State of Ohio

DEED OF EASEMENT Form No. 6-2, O. P. Co. 15141 Mr. Edward J. Gontier (NAME) Eas. No. 52 R/W Map No. 480
Shanesville, Ohio (ADDRESS) W. O. No. 629/161-1/108-1

Received of THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00) in consideration of which Edward J. Gontier and Lydia P. Gontier (his wife)
Glenn C. Gontier and Ruby Gontier (his wife)
Charlene Gontier Neff and Francis A. Neff (her husband)

hereby grant and convey unto said THE OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of Sugar Creek, County of Tuscarawas, and State of Ohio and being a part of Section No. 3, Township No. 8-N, Range No. 4-W

and bounded;
On the North by lands of Johanna Jones
On the East by lands of Johanna Jones
On the South by lands of Nelson York, Benjamin Moyer, Fannie B. Lickens
On the West by lands of Fannie B. Lickens, James Shutt, Eldon Brick Co., J. J. Johnson
with the right of ingress and egress to and from and over said premises.

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

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

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

WITNESS the following signatures and seals, this 7th day of November, 1946.

WITNESS:

1-2-3-4-5-6 Otto D. Schuler
Otto D. Schuler
5-6 W. A. Wagner
W. A. Wagner
1-2-3-4 W. D. Gerber
W. D. Gerber

1- Edward J. Gontier (SEAL)
Edward J. Gontier
2- Lydia P. Gontier (SEAL)
Lydia P. Gontier
3- Glenn C. Gontier (SEAL)
Glenn C. Gontier
4- Ruby Gontier (SEAL)
Ruby Gontier
5- Charlene Gontier Neff (SEAL)
Charlene Gontier Neff
6- Francis A. Neff (SEAL)
Francis A. Neff

THE STATE OF OHIO,
Tuscarawas County ss.

Before me, a Notary Public

in and for said County, personally appeared the above named Edward J. Gontier
Lydia P. Gontier, Glenn C. Gontier & Ruby Gontier
who acknowledged that they did sign the within instrument and that the same is
their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 7th

day of November, A. D. 1946
W. D. Gerber
NOTARY PUBLIC
My commission expires Jan 18, 1948.
Notary Public.

THE STATE OF OHIO,
Tuscarawas County, ss.
Before me, a Notary Public VOL 282 PAGE 1149
in and for said County, personally appeared the above named Charlene Gorter Neff,
Francis A. Neff
who acknowledged that they did sign the within instrument and that the same is
their free act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this
day of November A. D. 19 46
W. A. WAGNER, Notary Public
My commission expires Nov. 3, 1949



15142
Name Noel L. Heter
Address Rt 3 New Phila, Ohio
Line Tuscarawas
Eas. No. 121 Map No. 476
COUNTY AUDITOR
FEB - 6 1947
Received for Record
Recorded in Deed Records FEB 11 1947
Volume
Page
of
Tuscarawas County
State of Ohio
706

DEED OF EASEMENT
Form No. 6-D
O. P. Co. 15142
(NAME) Noel L. Heter Eas. No. 121 R/W Map No. 476
(ADDRESS) Rt 3 New Phila, Ohio W. O. No. 609/141-1/340-2

Received of THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00)
in consideration of which Noel L. Heter and
Grace C. Heter (his wife)

hereby grant and convey unto said THE OHIO POWER COMPANY, its successors and assigns, the
right and easement to construct, operate and maintain or remove an electric power line, with all necessary
poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit at-
tachment of others to said poles, with services and extensions therefrom, on and over our lands situate in
the Township of Warwick, County of Tuscarawas, and State of Ohio
and being a part of Section No. 7-N, Township No. 7-N, Range No. 1-W
and bounded:
On the North by lands of Raymond Fint Parcel #1
On the East by lands of Robert affolter Parcel #2
On the South by lands of andy Kopp et al Robert affolter
On the West by lands of Clifford Lowday andy Kopp et al
with the right of ingress and egress to and from and over said premises.

Together with the right to cut or trim any trees which may endanger the safety or interfere with
the construction and use of said electric power line.
TO HAVE AND TO HOLD the same unto said THE OHIO POWER COMPANY, its successors and
assigns.

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

WITNESS the following signatures and seals, this 2nd day of January, 19 47
WITNESS:
Otto B. Schuler (SEAL)
Otto B. Schuler
Chas. Schindler (SEAL)
Chas. Schindler
* Noel L. Heter (SEAL)
Noel L. Heter
* Grace C. Heter (SEAL)
Grace C. Heter

9452

Name and Address

Mr. Albert Krieger et ux
To
The Ohio Power Co.

Eas. No. _____

Map No. _____

Drg. No. _____

Req. No. _____

THIS INDENTURE, made this 15th day of February 1940.by and between Albert Krieger and Rosa Kriegerhis wife, (or-unmarried) of the County of Tuscarawas in the State of Ohio,
part of the first part, and THE OHIO POWER COMPANY, a corporation or-
ganized and existing under the laws of the State of Ohio, party of the second part.

WITNESSETH: That for One Dollar (\$1.00) in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing service in the vicinity, said parties of the first part hereby grant, bargain, sell, convey, and warrant, to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out or widened, abutting the following described lands situated in Sugar Creek Township, in the County of Tuscarawas in the State of OHIO, and part of Section No. 3 Township No. 8-N and Range No. 4-W and bounded.

On the North by lands of Rageraville Road-M.C. Black-Hiego Miller
On the East by lands of L.K. Shambarger
On the South by lands of M.R. Blickensadfer
On the West by lands of Ray Miller

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted.

Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines shall be made at the office of the Grantee at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 811, Newark, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

TO HAVE AND TO HOLD the same unto said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hand the day and year first above written.

Signed and Acknowledged in the presence of:

J.A. Payne
W.D. Gerber

THE STATE OF OHIO,

Tuscarawas County ss.
Before me, a Notary Public

in and for said County, personally appeared the above named Albert Krieger and Rosa Krieger

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 16th day of February

A. D. 1940

My commission expires Jan. 17, 1942

THE STATE OF OHIO,

Tuscarawas County ss.

Before me, a

in and for said County, personally appeared the above named

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 16th day of February

A. D. 1940

My commission expires Jan. 17, 1942

THE STATE OF OHIO,

Tuscarawas County ss.

Before me, a

in and for said County, personally appeared the above named

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 16th day of February

A. D. 1940

My commission expires Jan. 17, 1942

THE STATE OF OHIO,

Tuscarawas County ss.

Before me, a

in and for said County, personally appeared the above named

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 16th day of February

A. D. 1940

My commission expires Jan. 17, 1942

THE STATE OF OHIO,

Tuscarawas County ss.

Before me, a

in and for said County, personally appeared the above named

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 16th day of February

A. D. 1940

My commission expires Jan. 17, 1942

THE STATE OF OHIO,

Tuscarawas County ss.

Before me, a

in and for said County, personally appeared the above named

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 16th day of February

A. D. 1940

My commission expires Jan. 17, 1942

THE STATE OF OHIO,

Tuscarawas County ss.

Before me, a

in and for said County, personally appeared the above named

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 16th day of February

A. D. 1940

My commission expires Jan. 17, 1942

THE STATE OF OHIO,

Tuscarawas County ss.

Before me, a

in and for said County, personally appeared the above named

THE STATE OF OHIO) ss.
TUSCARAWAS County)
Before me, a NOTARY PUBLIC
in and for said County, personally appeared the above named R. G. ANDREAS PRES.
HUGO MILLER CHIEF OF GARWAY LOCAL BOARD OF EDUCATION
who acknowledged that THEY did sign the within instrument and that the same is
THE free act and deed of SAID GARWAY LOCAL BOARD OF EDUCATION
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 24TH
day of JULY A. D. 1960
HAROLD M. ESPENSHIED Notary Public
My commission expires My Commission Expires June 18, 1968
This instrument was prepared by F. B. Behrendt, Ohio Power Company

RECEIVED FOR RECORD
ROBERT E. MOORE, County Recorder
JUL 21 1960
Recorded JUL 26 1960
Vol. 100 Page 100 of the
100 Records of
TUSCARAWAS County Eas. No. 60 R/W Map No. 480
(Name) fer
CPR 4152
114983
SHANESVILLE, OHIO
(Address)
113589/50.2-1
W.O. No.

DEED OF EASEMENT

20217

RECEIVED of OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00) in consideration of which the undersigned Trustee as Trustee hereby grants and conveys unto said OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with two poles only and wires and fixtures, on and over lands situate in the Township of Sugarcreek, County of Tuscarawas, and State of Ohio, and being a part of Section No. Three (3), Township No. Eight (8) N Range No. Four (4) E being more fully described in a trust deed from M. R. Blickensderfer to H. Glenn Blickensderfer, Trustee dated February 27, 1947, Recorded Feb 27, 1947, in Volume No. 282, page 392, Tuscarawas County deed records with the right of ingress and egress to and from and over said premises. Said line of poles to extend in a southerly direction adjacent and parallel to the east property line inside an existing lane as shown on the attached plat furnished to said Grantor by the Grantee. Together with the right to cut, trim and/or otherwise control any trees which may endanger the safety or interfere with the construction and use of said electric power line.

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

It is agreed that the foregoing is the entire contract

Vol 399 PAGE 129

between the parties hereto, and that this written agreement is complete in all its terms and provisions.

WITNESS the following signatures and seals, this 5 day of May, 1960.

WITNESS:

Walter Studnak
Walter Studnak
Alice P. Shutt
A. P. Shutt

H. Glenn Blickensderfer
Trustee
H. Glenn Blickensderfer

STATE OF OHIO
CUYAHOGA COUNTY SS:

Before me, a Notary Public in and for said County, personally appeared the above named H. Glenn Blickensderfer, Trustee who acknowledged that he did sign the within instrument and that the same is his free act and deed as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 5 day of May A.D. 1960.

WALTER STUDNAK, Notary Public
My Commission Expires Aug. 5, 1962

Walter Studnak
Notary Public

The following heirs of M. R. Blickensderfer now deceased hereby give their consent to the foregoing easement which consent is required by the terms of the Trust Deed above referred to.

Glada M. Weaver
Glada M. Weaver

This instrument was prepared by
F. E. Behrendt, Ohio Power Company

Alice P. Shutt
Alice P. Shutt

Philip W. Blickensderfer
Philip W. Blickensderfer

20218

REAL ESTATE CONSENT

From

NO TRANSFER NECESSARY

Donald A. Kinsey

COUNTY AUDITOR

To

The Brunswick Automatic Pinsetter Corporation
623 South Wabash Avenue
Chicago 5, Illinois

Filed in my office and entered by me this

day of

A.D. 19 , at o'clock M. In

Book No. RECEIVED FOR RECORD
ROBERT E. MOORE, County Recorder

Recorded JUL 21 1960
Vol. Page Records of
TUSCARAWAS COUNTY, OHIO

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

SUGARCREEK ESTATES, INC. Eas. No. *120* R/W Map No. *383*
(NAME)
Drg. No. *SUGARCREEK Ohio W. O. No. 712/0999-60-0315*
CPR 1149B4 *16381* (ADDRESS)

Received of OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00) in consideration of which *SUGARCREEK ESTATES, INC. (Buyer and Grantor)*

ELI J. C. YODER & KATIE YODER (HIS WIFE) (Seller)

hereby grant.. and convey.. unto said OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of

SUGARCREEK..., County of *JUSCARAWAS*..., and State of Ohio, and being a part of Section No. *3*..., Township No. *8 N*..., Range No. *4 W*... and bounded:

On the North by lands of *SUGARCREEK ESTATES - MAXINE TRAYER - Robert PATTERSON - SR. & 3*...
On the East by lands of *DONALD J. GUTHRIE BARNHART - LIZZIE MAE TRAYER - TRAVIS RABER*
On the South by lands of *MAX TRAYER - Nelson D. YODER - H. J. BLICKENSDRIFER*
On the West by lands of *THE BELDEN BROS. Co. - MAX & MAX TRAYER - DAN KANDER - SR. & 3*
with the right of ingress and egress to and from and over said premises.

Line to be located AS STAKED
ANY additions To be WITH CONSENT OF PROPERTY OWNER.

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

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

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

WITNESS the following signatures and seals, this *6th* day of *APRIL*, 19*70*

WITNESS:

Richard Skelton
Glenn E. Seftner

SEAF Buyer
Richard Skelton
Glenn E. Seftner Seller

SUGARCREEK ESTATES INC. (Pres.)
MAXINE J. MOONAN
MAXINE J. MOONAN
Katie Yoder
Eli J. C. Yoder

Printed for pirates cove - 09/23/2025 11:06:27 AM

THE STATE OF OHIO, } ss.
Tuscarawas County }
VOL 474 PAGE 519

Before me, a Notary Public
in and for said County, personally appeared the above named *C. P. Moorman, Jr. & Maxine J. Moorman*
Essees, Inc. Patil, Yoder and Eli J. C. Yoder
who acknowledged that *they* did sign the within instrument and that the same is
their free act and deed. *AND FREE ACT & DEED OF SAGHOREE ESTATES, INC.*
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this *6th*
day of *April* A. D. 19*70*
EDWIN T. DULING, Notary Public
My commission expires *1973*
Coshoccon, Tuscarawas & Holmes Counties
My Commission Expires April 19, 1973 Notary Public.

Name *Sagmore Estates, Inc.*
Address *1200 Map No. 383*
Line *1200*
Eas. No. *1200*

This Instrument Prepared
by RICHARD SKELTON
OHIO POWER CO.

46381
RECEIVED FOR RECORD
THEODORE M. UNDERWOOD, County Recorder.
APR 22 1970 10:30 A.M.
Recorded *April 22* 19 *70*
Vol. *46381* Page *3.00* of the
Tuscarawas County, Ohio *3.00*

Received for Record M. 19.....
Recorded in Deed Records 19.....
Volume Page
Recorder
County
State of

THE STATE OF OHIO, } ss.
..... County }
Before me, a
in and for said County, personally appeared the above named
who acknowledged that did sign the within instrument and that the same is
..... free act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this
day of A. D. 19.....
My commission expires 19.....
Notary Public

RIGHT-OF-WAY EASEMENT

VOL 493 PAGE 221

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Eli J. C. Yoder and Katie Yoder, Husband and Wife,

hereinafter referred to as GRANTOR, by The Village of Sugarcreek, Ohio
hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant,
bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right
to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove

An 8" vitrified clay sanitary sewer with associated appurtenances such
as manholes, cleanouts, or laterals as required.

over, across, and through the land of the GRANTOR situate in Tuscarawas County,
State of Ohio, said land being described as follows:

Being part of the S.E. quarter of Section 3, Township 8, Range 4 as
described in Deed Vol. 373, Pg. 537, situated within the Village of
Sugarcreek.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for
the purposes of this easement.

The easement shall be 20 feet in width, the center line of which is described as follows:

Beginning at a point in the grantor's westerly property line also being
in S.R. 93 a distance of 273 feet from the grantor's northwesterly
property corner; thence S 54° 20' E a distance of 440 feet to a point in
the grantor's easterly property line.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR,
his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements
referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage
will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of
the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 1st. day of June

19 72.

Signed and acknowledged in the
presence of

Annmar S. Miller

Eli J. C. Yoder (SEAL)

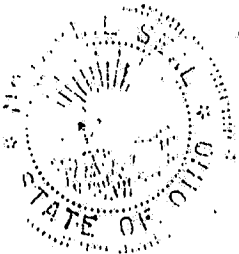
Dorothy J. Miller

Katie Yoder (SEAL)

THE STATE OF OHIO)
TUSCARAWAS COUNTY) ss.

Before me, a Notary Public in and for said county and state, personally appeared the above named ELI J. C. YODER and KATIE YODER, Husband and Wife, who acknowledged that they did sign the foregoing EASEMENT and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Sugarcreek, Ohio, this 1st day of June, 1972.



Thomas E. Miller

THOMAS E. MILLER
Notary Public for State of Ohio
My Commission Has No Expiration Date

This instrument prepared
by Thomas E. Miller
Attorney At Law
Sugarcreek, Ohio

NO TRANSFER NECESSARY

Donald R. Kinney

COUNTY AUDITOR

64963

RECEIVED FOR RECORD

THEODORE M. UNDERWOOD, County Recorder

OCT 10 1972
Recorded OCT 10 1972 - 3:40 PM
Vol. Deed Page 304 of the
Tuscarawas County, Ohio Records 9,



VOL 507 PAGE 130

80376

QUIT-CLAIM DEEDR.C. Sec. 5302.11

ELI J.C. YODER and KATIE YODER, husband and wife, of Tuscarawas County, Ohio, for valuable consideration paid, grant to The Belden Brick Company, Sugarcreek, Ohio, ALL RIGHT, TITLE AND INTEREST IN THE OIL AND GAS DEPOSITS underlying the following described real property:

Situated in the Village of Sugarcreek, County of Tuscarawas and State of Ohio:

TRACT NO. 1

Known as a part of the Southeast Quarter of Section 3 in Township 8, of Range 4 bounded as follows:

Beginning at a stake on the West boundary line of said quarter, South 3/4 deg. West 11 chains and 66/100 of a chain from the Northwest corner of said quarter; thence along said West boundary line South 3/4 deg. West 16 chains and 10/100 of a chain to a stake in the road leading from Shanesville to Coshocton; thence in said road North 24-3/4 deg. East 13 chains and 83/100 of a chain; thence North 58 deg. West 6 chains and 71/100 of a chain to the place of beginning, containing 4-48/100 Acres (4.48 Acres).

EXCEPTING THEREFROM, the following: Beginning at the most southerly corner of the 4.48 acre tract in State Route #93; thence from said beginning and with the west line of said tract North 00 deg. 45 min. East 940.4 feet; thence leaving said line South 60 deg. 11 min. East, 384.0 feet to a point on the southeasterly line of said tract and in said road; thence with the southeasterly line thereof South 24 deg. 45 min. West 825.2 feet to the place of beginning, containing .86 acre, more or less.

TRACT NO. 2

Being 5.542 acres out of a 56.22 acre tract conveyed to Grantors by John C. Yoder and Lydian Yoder, the same being located in Section 3, Township 8, and Range 4, and bounded as follows:

On the North by Alva and Clara Mast and Sugarcreek Estates;
On the East by Sugarcreek Estates;
On the South by Sugarcreek Estates;
On the West by State Highway Route #93.

TRACT NO. 3

Being .1978 acre out of a 9.96 acre tract conveyed to Grantors by John K. Laubscher, the same being located in Section 3, Township 8, Range 4, and bounded as follows:

On the North by Alva and Clara Mast and Sugarcreek Estates;

(continued)

2-2-12
Vol 137
Pg 24 03

Printed for: pirates cove - 09/23/2025 11:06:32 AM

On the East by Sugarcreek Estates;
On the South by Sugarcreek Estates;
On the West by State Highway Route #93.

VOL 507 PAGE 131

Grantors claim title through instrument recorded in Vol. 482 Page 368;
Vol. 373, Page 537; and Vol. 351, Page 429, of the Tuscarawas County Deed Re-
cords.

All rights of dower are hereby released.

WITNESS our hands this 31 day of MAY, 1974.

Signed in the presence of:

<u>[Signature]</u>	<u>Elis J.C. Yoder</u> Eli J.C. Yoder
<u>[Signature]</u>	<u>Katie Yoder</u> Katie Yoder

STATE OF OHIO, COUNTY OF TUSCARAWAS, SS:

BE IT REMEMBERED, That on this 31 day of MAY, 1974,
before me, the subscriber, a Notary Public in and for said county, personally
came, ELI J.C. YODER and KATIE YODER, husband and wife the Grantors in the fore-
going Deed, and acknowledged the signing thereof to be their voluntary act and
deed.

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

[Signature]
Notary Public
DARREL P. RENDLER, Notary Public
My Commission Expires June 30, 1977

This instrument prepared by: Wilford R. Miller, Attorney
New Philadelphia, Ohio.

80376

No Transfer Necessary

RECEIVED FOR RECORD
THEODORE M. UNDERWOOD, County Recorder
JUN 20 1974 11:05 AM
Recorded June 26 1974
Vol. 507 Page 131 of the
Records of
Tuscarawas County, Ohio

Donald R. Kinney
COUNTY AUDITOR

201200001552
Filed for Record in
TUSCARAWAS COUNTY, OH
LORI L SMITH, RECORDER
02-02-2012 At 08:51 am.
AFFIDAVIT 96.00
OR Volume 1376 Page 2403 - 2407

AFFIDAVIT

PRESERVING NOTICE OF OWNERSHIP IN SUBSURFACE MINERAL RIGHTS
UNDER REAL PROPERTY IN THE VILLAGE OF SUGARCREEK, TUSCARAWAS
COUNTY, OHIO

CLAIMANT:

THE BELDEN BRICK CO., LLC, successor by merger to THE BELDEN BRICK
COMPANY, is the owner of fee simple title to all oil and gas deposits underlying that
certain land described on the attached Exhibit A.

CURRENT SURFACE LANDOWNERS:

Cletus E. and Norma W. Yoder
Cletus, Lucinda, Judie, John, Lovina, Ellen Yoder and 2 others.
The Belden Brick Company
Jeffery, Brent and Douglas Troyer and Pamela Russell

State of Ohio

County of Stark SS

Robert F. Belden, President of The Belden Brick Co., LLC, being first sworn, states:

I

Preserving Notice under Ohio Dormant Mineral Act. The Belden Brick Co., LLC is
the owner of the mineral rights to be protected under this Preserving Notice, executed in
compliance with RC 5301.51(A), 5301.52, and 5301.56.

II.

*Description of land, and of subsurface oil, gas, and other mineral interests to be
protected.* The Belden Brick Co., LLC gives notice of its ownership of the fee simple
title to all oil and gas deposits under the surface of the real estate described on the
attached Exhibit A.

Title References: Such interest in minerals was conveyed to The Belden Brick Company as follows:

4.48 acre Tract: Deed from Eli J.C. and Katie Yoder, dated May 31, 1974, and recorded at Deed Volume 507, page 131 in the Tuscarawas County Recorder's Office.

5.542 acre Tract: Deed from Eli J.C. and Katie Yoder, dated May 31, 1974, and recorded at Deed Volume 507, page 131 in the Tuscarawas County Recorder's Office.

0.1978 acre Tract: Deed from Eli J.C. and Katie Yoder, dated May 31, 1974, and recorded at Deed Volume 507, page 131 in the Tuscarawas County Recorder's Office.

III.

Surface landowners of record. The current owner of the surface land is:

0.92 acre Tract: Cletus E. and Norma W. Yoder, whose title was acquired from Eli J.C. Yoder, by means of an instrument recorded in Deed Book 1252, page 2597 in the office of the Recorder of Tuscarawas County, Ohio.

0.894 acre Tract: Cletus E. and Norma W. Yoder, whose title was acquired from Cletus and Norma Yoder, husband and wife, by means of an instrument recorded in Deed Book 1099, page 1499 in the office of the Recorder of Tuscarawas County, Ohio.

0.107 acre Tract: Cletus E. and Norma W. Yoder, whose title was acquired from Eli J.C. Yoder, by means of an instrument recorded in Deed Book 1267, page 450 in the office of the Recorder of Tuscarawas County, Ohio.

1.086 acre Tract: The Belden Brick Company, whose title was acquired from Myron and Twila Troyer, husband and wife, by means of an instrument recorded in Deed Book 623, page 460 in the office of the Recorder of Tuscarawas County, Ohio.

2.627 acre Tract: Jeffery, Brent and Douglas Troyer and Pamela Russell, whose title was acquired from Myron and Twila Troyer, husband and wife, by means of an instrument recorded in Deed Book 763, page 872 in the office of the Recorder of Tuscarawas County, Ohio.

IV.

Intention to preserve rights in mineral interests. The Belden Brick Co., LLC states that it does not intend to abandon its rights in the mineral interest, but instead that it intends to preserve its rights.

IN WITNESS WHEREOF, I have hereunto set my hand the 20th day of January, 2012.

Robert F. Belden

Robert F. Belden, President
The Belden Brick Co., LLC

Sworn to and subscribed before me on this 20th day of JANUARY, 2012.

Carrie J. Ritchey

Notary Public

CARRIE J. RITCHEY

Notary Public

In and for the State of Ohio

My Commission Expires

July 28, 2013

Prepared by:
Terrence P. Kessler
Black, McCuskey, Souers & Arbaugh
220 Market Avenue South
Suite 1000
Canton, Ohio 44702

7
80376

VOL 507 PAGE 130

QUIT-CLAIM DEEDR.C. Sec. 5302.11

ELI J.C. YODER and KATIE YODER, husband and wife, of Tuscarawas County, Ohio, for valuable consideration paid, grant to The Belden Brick Company, Sugar-creek, Ohio, ALL RIGHT, TITLE AND INTEREST IN THE OIL AND GAS DEPOSITS underlying the following described real property:

Situated in the Village of Sugarcreek, County of Tuscarawas and State of Ohio:

TRACT NO. 1

Clara Yoder m. 1st.
58-00961 (3.62 ac)

Known as a part of the Southeast Quarter of Section 3 in Township 8, of Range 4 bounded as follows:

Beginning at a stake on the West boundary line of said quarter, South 3/4 deg. West 11 chains and 66/100 of a chain from the North-west corner of said quarter; thence along said West boundary line South 3/4 deg. West 16 chains and 10/100 of a chain to a stake in the road leading from Shanesville to Coshocton; thence in said road North 24-3/4 deg. East 13 chains and 83/100 of a chain; thence North 58 deg. West 6 chains and 71/100 of a chain to the place of beginning, containing 4-48/100 Acres (4.48 Acres).

EXCEPTING THEREFROM, the following: Beginning at the most southerly corner of the 4.48 acre tract in State Route #93; thence from said beginning and with the west line of said tract North 00 deg. 45 min. East 940.4 feet; thence leaving said line South 60 deg. 11 min. East, 384.0 feet to a point on the southeasterly line of said tract and in said road; thence with the southeasterly line thereof South 24 deg. 45 min. West 825.2 feet to the place of beginning, containing .86 acre, more or less.

TRACT NO. 2

58-00961

Being 5.542 acres out of a 56.22 acre tract conveyed to Grantors by John C. Yoder and Lydian Yoder, the same being located in Section 3, Township 8, and Range 4, and bounded as follows:

On the North by Alva and Clara Mast and Sugarcreek Estates;
On the East by Sugarcreek Estates;
On the South by Sugarcreek Estates;
On the West by State Highway Route #93.

TRACT NO. 3

El. Yoder
not a parcel - will be deleted.

58-00817

Being .1978 acre out of a 9.96 acre tract conveyed to Grantors by John K. Laubscher, the same being located in Section 3, Township 8, Range 4, and bounded as follows:

On the North by Alva and Clara Mast and Sugarcreek Estates;

(continued)

Printed for: pirates cove - 09/23/2025 11:06:35 AM

On the East by Sugarcreek Estates;
On the South by Sugarcreek Estates;
On the West by State Highway Route #93.

Grantors claim title through instrument recorded in Vol. 482 Page 368;
Vol. 373, Page 537; and Vol. 351, Page 429, of the Tuscarawas County Deed Records.

All rights of dower are hereby released.

WITNESS our hands this 31 day of MAY, 1974.

Signed in the presence of:

[Signature]

Eli J.C. Yoder
Eli J.C. Yoder

[Signature]

Katie Yoder
Katie Yoder

STATE OF OHIO, COUNTY OF TUSCARAWAS, SS:

BE IT REMEMBERED, That on this 31 day of MAY, 1974,
before me, the subscriber, a Notary Public in and for said county, personally
came, ELI J.C. YODER and KATIE YODER, husband and wife the Grantors in the fore-
going Deed, and acknowledged the signing thereof to be their voluntary act and
deed.

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

[Signature]
Notary Public
DANIEL P. RENDER, Notary Public
My Commission Expires June 30, 1977

This instrument prepared by: Wilford R. Miller, Attorney
New Philadelphia, Ohio.



80376

No Transfer Necessary

RECEIVED FOR RECORD

THEODORE M. ENDERWOOD, County Recorder

JUN 20 1974 11:05 AM

Recorded June 20 1974
Vol. 5187 Page 30 of the
Deed Records of
Tuscarawas County, Ohio

Donald R. Kinsey

COUNTY AUDITOR

300

201200001552
BELDEN BRICK COMPANY
PICKUP

351 PAGE 429
In Witness Whereof, the said

and Jack E. Furbay and Sarah E. Furbay
hereby release their right and expectancy of dower in said premises, who
hereunto set their hands, this 27 day of November
in the year A. D. nineteen hundred and fifty-four
Signed and acknowledged in presence of us:

Margie Johnston
Margie Johnston
P. F. Reed
P. F. Reed

Jack E. Furbay
Jack E. Furbay
Sarah E. Furbay
Sarah E. Furbay

State of Ohio, TUSCARAWAS County, ss.

On this 27 day of November A. D. 19 54 before me, a Notary Public
in and for said County, personally came

Jack E. Furbay and Sarah E. Furbay

acknowledged the signing thereof to be their the grantors in the foregoing deed, and
voluntary act and deed.
Witness my official signature and seal on the day last above mentioned.

P. F. Reed

P. F. REED, Notary Public

Commission expires April 4, 1955



John K. Laubscher

TWO

Eli J. O. Yoder and

Katie Yoder.

Shanawille

TRANSFERRED
JAN 11 1955
DONALD R. KINGSLEY
AUDITOR
STATE OF OHIO

County of Tuscarawas ss

Received for Record on the

day of JAN 11 1955

at 12:20 PM

and Recorded JAN 14 1955

in Book Page

Robert E. Miller

COUNTY RECORDER

Reorders fee \$1.40

Appd.

430



That, John K. Laubscher, single,
the Grantor,
who claims title by or through instrument, recorded in Volume, Page,
County Recorder's Office, for the consideration of Two Dollars (\$2.00)
received to his full satisfaction of Eli J. C. Yoder and Katie Yoder
the Grantee s
whose TAX MAILING ADDRESS will be Shanesville, Ohio
does

Give, Grant, Bargain, Sell and Convey unto the said Grantees, their
heirs and assigns, the following described premises, situated in the Village of
Shanesville, County of Tuscarawas and State of Ohio;
and in the Township of Sugarcreek, Tuscarawas County, Ohio:



Being a part of the Southeast Quarter of Section 3 in
Township 8, Range 4 and being a part of a 9.96 acre
tract and a part of a 30 acre tract heretofore con-
veyed to John K. Laubscher by deed recorded in Vol.
296 at Page 415 of the County Deed Records and being
more fully described as follows:



Beginning at the southwest corner of the 30 acre tract;
thence with the west line thereof North 1 deg. 25
min. East, 1899.0 feet to the most southerly corner
of the 9.96 acre tract; thence with the southwesterly
line thereof North 70 deg. 03 min. West, 1016.6 feet
to a point in State Route # 93; thence in said road
North 24 deg. 12 min. East, 521.15 feet to the most
westerly corner of a 2.457 acre tract; thence with
the southwesterly line thereof South 62 deg. 39 min.
East, 847.4 feet to a stone on the east line of the
9.96 acre tract; thence North 27 deg. 21 min. East,
69.2 feet to an iron pin on the northeasterly line of
the 30 acre tract; thence with said line South 47 deg.
36 min. East, 808.15 feet to the northeast corner
thereof; thence with the east line of the 30 acre
tract South 1 deg. 25 min. West, 1764.2 feet to the
place of beginning, containing 39.797 acres of which
9.813 acres are out of the 9.96 acre tract in the
Village of Shanesville and 29.97 acres are out of the
30 acre tract; being 3.97 acres in the Village of
Shanesville and 26 acres in the Township of Sugarcreek,
be the same more or less, but subject to all legal
highways.

SAVING and EXCEPTING to the Grantor, John K. Laubscher,
his heirs, executors, administrators or assigns, any right
to receive twelve tons of coal per year from The Finzer
Brothers Clay Company pursuant to an agreement dated
October 27, 1917, and recorded in Vol. 13, page 1 of the
Lease Records of Tuscarawas County, Ohio, from James Jones
and Johanna Jones, husband and wife, to The Finzer Brothers
Clay Company, All other rights to royalty for coal mined
or transported from or through the premises conveyed to Eli
J.C. Yoder and Katie Yoder, being granted to the said Eli
J.C. Yoder and Katie Yoder, their heirs, executors, admin-
istrators and assigns.

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

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

And I, John K. Laubscher, the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantee, their heirs and assigns, that at and until the enrolling of these presents, I am well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except easement and coal rights as may be found on the records in the office of the recorder of Tuscarawas County, Ohio,

and that I will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, their heirs and assigns, against all lawful claims and demands whatsoever

~~And for value hereon~~
~~release and forever quit claim unto the said Grantee, their heirs and assigns, all right and expectancy of claim in the above described premises.~~

In Witness Whereof I have hereunto set my hand, the 19th day of April, in the year of our Lord one thousand nine hundred and fifty-four.

Signed and acknowledged in presence of
Fred L. Syler
Anna R. Contini
John K. Laubscher
John K. Laubscher

State of Ohio }
Tuscarawas County, ss. Before me, a notary public.
the above named John K. Laubscher

who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.



In Testimony Whereof, I have hereunto set my hand and official seal, at Dover, Ohio, this 19th day of April, A. D. 1954.
Fred L. Syler
FRED L. SYLER, ATTORNEY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Sept. 28, 1954.
NOTARY PUBLIC.

22891	
No.	Page
PROBATE COURT TUSCARAWAS COUNTY, OHIO	
IN THE MATTER OF THE ESTATE OF	
Deceased	
CERTIFICATE FOR TRANSFER OF REAL ESTATE	
Transferred	TRANSFERRED
By	DONALD R. KINSEY Auditor - Tuscarawas County, Ohio
RECEIVED FOR RECORD RECORDED BY MOORE, GARY, Recorder JAN 11 1955/2:20 P.M. Recorded JAN 14 1955 Vol. Page ... of the By ... Records of TUSCARAWAS COUNTY, OHIO Deputy	

478

Frederick Jentes
To
Webster G. Maurer et al

This Agreement made and entered into this 14th day of July, A. D. 1917, by and between Frederick Jentes hereinafter designated as First party and Webster G. Maurer and Clifford Jentes hereinafter designated as second parties,

Witnesseth: That for and in consideration of one dollar in hand paid by second parties to first party, the receipt of which is hereby acknowledged and in consideration of the further covenants and agreements hereinafter contained on the part of said second parties, said first party does hereby let and lease to second parties out of his farm located in the township of Sugarcreek, county of Tuscarawas and state of Ohio, a tract or parcel of land containing about one-half acre, surrounding the opening of the coal mine now located thereon and a strip of ground twenty-five feet wide leading from said coal mine to the private roadway leading to the public highway and also the right to use said private roadway in common with first party and other persons having the legal right to use the same for the purpose of ingress and egress to said coal mine, by wagon and otherwise, in the operation of said coal mine, second parties to construct a roadway on said twenty-five foot strip leading from said coal mine to said private roadway and to keep the same in repair, at their own expense and contribute their pro rata share and labor and expense necessary to keep the private roadway leading to the public highway in good general repair, said roadway so constructed on said strip of ground and said private roadway leading to the public highway, shall be kept open and unobstructed by gates or otherwise at all times. To have and to hold and to use said one-half acre tract of ground and said twenty-five foot strip of ground for roadway and to have the privilege of using said private roadway leading to the public highway as aforesaid only so long as coal can be mined in vein Six on the lands now owned by Mary Dummermuth and removed through the opening to said mine on said one-half acre tract unless sooner forfeited, as hereinafter provided. Said one-half acre tract to be used only by second parties for the purpose of maintaining said mine opening, scales, tipples, docks and miners' shafts thereon and for the purpose of stocking and storing coal and bank refuse thereon and for the further purpose of drawing the water from said mine and conducting the same to the nearest water channel.

In consideration whereof second parties agree to pay to said first party five cents per ton of two thousand pounds each of run-of-mine coal removed from said mine and stored and stocked upon said one-half acre tract and conveyed across said strip of ground or roadway to the public highway. Said sum of five cents per ton to be paid monthly between the first and tenth day of each month, on all the coal sold and removed from the docks on said one-half acre tract, during the previous calendar month and second parties shall keep proper books of weights of all coal so sold and removed from said docks, which books of weights shall be open to the inspection of first party, or his duly authorized Agent.

It is further expressly understood and agreed that from and after the first day of January, 1918, second parties shall sell and remove sufficient coal from the docks on said premises, so as to give to first party at the rate aforesaid at least ten dollars each year and failing so to do, to pay to first party the sum of ten dollars per year for the use of his said premises as aforesaid. It is expressly understood and agreed that if second parties shall fail to comply with, or perform any or either of the agreements on their part hereinbefore mentioned and shall fail to pay promptly when due for the use of said premises as hereinbefore provided, then this agreement and all rights given and granted herein shall become forfeited and null and void at the option of first party, after ten days notice in writing, to second parties.

It is further expressly understood and agreed that the foregoing lease and agreement shall not be assigned or transferred without the written consent of first party endorsed hereon or attached hereto and any attempt to assign or transfer the same without such written consent shall cause a forfeiture thereof and make the same null and void.

In witness whereof said parties have hereunto set their hands the day and year first above written.

Signed in presence of
Lewis A. Seikel
Ed. C. Seikel

Frederick Jentes
Webster G. Maurer
Clifford Jentes

State of Ohio, Tuscarawas County, ss. On this 14th day of July A. D. 1917, before me the subscriber a Notary Public in and for said county, personally appeared the above named Frederick Jentes, Webster G. Maurer and Clifford Jentes, parties to the foregoing Lease and agreement and acknowledged that they did sign and seal the same and the same is their free act and deed for the uses and purposes therein mentioned. In witness whereof, I have hereunto set my hand and notarial seal the 14th day of July A. D. 1917.

Received Dec. 8, 1917 at 11:00 A. M.
Rec'd Jan. 8, 1918

Ed. C. Seikel
Notary Public (seal)
Recorder.

Fee 1.40

Alfred Rydzewski

479

James Jones
To
The Finzer Bros. Clay Co.

This Article of Agreement made and entered into this 27 day of Oct. 1917 between James Jones and Johanna Jones, husband and wife, of Shanesville, O, parties of the first part, and The Finzer Bros Clay Co. Sugarcreek, O. parties of the second part Witnesseth: That in and for the consideration of one

dollar in hand paid by the parties of the second part to the parties of the first part the receipt whereof is hereby acknowledged, and, in consideration of the further covenants, stipulations, and agreements herein mentioned to be performed by parties of the second part, their heirs or assigns the said James Jones and Johanna Jones, parties of the first part hereby

Printed for pirates cove - 09/23/2025 11:06:42 AM

FOR RECORD
TRANSFER OF THIS
SEE RELEASE RECORD
VOL. 3 PAGE 254

*James Jones, Webster G. Maurer, Clifford Jentes, 1st 1917
In witness whereof I have hereunto set my hand and notarial seal the 14th day of July A. D. 1917
my interest in the within subject to Webster G. Maurer, his heirs or assigns*

sell, lease, convey, convey, transfer, and set over to to The Finzer Bros. Clay Co. parties of the second part, their assigns or heirs forever, or as long as this agreement shall stand and be in effect all coal in and under the following bounded tract or parcel of land situated in the township of Sugar Creek, county of Tuscarawas, state of Ohio, and bounded as follows: On the north by the lands now owned by the Yoder heirs; on the east by the lands now owned by A. C. Miller; on the south by the lands now owned Emanuel Schlabach; and on the west by the lands now owned by Alex. Genter and the Yoder heirs. The part leased hereby containing about (30) thirty acres.

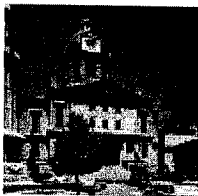
The said parties of the first part hereby grant to the parties of the second part their heirs or assigns the right and privilege to enter at once upon the above-bounded tract of land to dig, mine, and remove said coal for which the said parties of the second part agree to pay the parties of the first part for each ton of (2000 lbs) of all such coal mined the sum equal to 1/25 of the actual market price received by said parties of the second part on board cars at the mine. The same to be paid quarterly on the first of January, April, July, and October, of each year. Parties of the first part however hereby retain the right if they so desire to uncover the top vein of coal and to sell and dispose of same without interfering with or affecting this lease. The parties of the first part, their heirs or assigns also agree that in and for the consideration of 12 tons of screened bottom coal each year free placed on the platform of said second parties' mine said second parties shall have the right and privilege to transport and haul all coal underground through a parcel of land about (30) thirty to (50) fifty feet in length running across the southeastern corner of land mentioned in the first lease granted by parties of the first part to parties of the second .. on Dec. 21st 1916 same running in a westerly direction or parallel with the entry known as the air course described in the above instrument, with the exception however that all foreign coal coming from the land of A. C. Miller, Alex. Genter, and Emanuel Schlabach shall and must be subject to 1/2 ¢ royalty upon being transported through said first parties' land. Parties of the first part also agree to release parties of the second part from fulfilling section of first lease which refers to the furnishing of 300 bu of screened bottom coal by parties of the second part to parties of the first part. Parties of the second part covenant and agree to make butt rooms 20 ft. and face rooms 25 ft. in width, also to make middle pillars about 8 ft. and entries about 7 ft. and pillars between rooms 6 ft. in width and to withhold the drawing of pillars until given permission to do so by parties of the first part, also to drive both entries along the north line of land formerly owned by Daniel K. Kline, said entries to be both on said first parties' land and room turnings, to the north on land now owned by the Yoder heirs, also to remove all coal covered by this lease down to a thickness of 3 ft. 4 in. including bog and slate and to remove all the coal from said first parties' land covered by this lease before any coal west is taken out. It is further agreed by and between both parties that when absolute necessity so demands an air shaft to be sunk on said first parties' land covered by this lease that its location, damages done to crops and lands brought about by its construction shall be mutually agreed upon by both parties concerned, and if there be damages said parties of the second part agree to compensate said parties of the first part for same, and in the event that such shaft shall be constructed parties of the second part agree to forbid their employes from trespassing said first parties' land as well as trespassing in going to and from shaft on land now owned by the Yoder heirs. Furthermore that when the shaft on land covered by this lease ceases to be used as a means of ventilation parties of the second part agree to fill up same without any compensation whatsoever.

Parties Of the first part agree that when in the judgment of the parties of the second part it becomes necessary to lower wires through the ground for the purpose of transmitting electricity for motive power or otherwise that said second parties shall have the right and privilege to enter upon said first parties' land and there erect poles for the proper suspension of wires and drill holes for the lowering of wires through the ground asking reasonable compensation for damages to said first parties if there be such. Parties of the second part further agree that if there is room in the working rooms of mine under said first parties' land covered by this lease that the gob and rock is to be placed there and not to be hauled outside. Also said second parties agree that the 1/2 ¢ royalty on all foreign coal allowed said second parties by the Yoder heirs agreement which was made in writing June 11th 1917 and which is held by said second parties shall be given to parties of the first part but the right and privilege to use the right-of-way under parcel of land mentioned at the top of this page shall not be abridged or taken away as long as this passage-way shall be used for the transportation of coal on condition that said parties of the second part, heirs or assigns, perform the covenants and agreements of this article. In witness whereof, the parties have hereto set their hands the day and year first above written.

Signed in the presence of
Attest: A. A. Middaugh

Signatures.

James Jones
Johanna Jones
The Finzer Bros. Clay Co.
W. D. Finzer, Secy.



SUMMARY

Deeded Name	PIRATES COVE DEVELOPMENT LLC			Taxpayer	PIRATES COVE DEVELOPMENT LLC		
Owner	PIRATES COVE DEVELOPMENT LLC				4167 WINKLEPLECK RD NW		
	4167 WINKLEPLECK RD NW				SUGARCREEK OH 44681-7509		
Tax District	58-SUGARCREEK TWP-SUGARCREEK CORP			Land Use	599-OTHER RESIDENTIAL STRUCTURES		
				Class	Residential		
School District	7903-GARAWAY SD			Subdivision			
Neighborhood	02804-SUGARCREEK CORPORATION						
Location	W MAIN ST			Legal	4 8 3 PR SE .309A		
CD Year				22	Routing Number	4000	
Acre	0.3090	Map Number		08/16/2024	Sales Amount	0.00	
		Sold					

VALUE

District	58-SUGARCREEK TWP-SUGARCREEK CORP
Land Use	599-OTHER RESIDENTIAL STRUCTURES
Enrolled Programs	

	Appraised	Assessed
Land	34,820	12,190
Improvement	1,200	420
Total	36,020	12,610
CAUV	N	0
Homestead	N	0
OOC	N	0
Taxable	36,020	12,610

CURRENT CHARGES

Full Rate	73.200000
Effective Rate	43.380772
Qualifying Rate	35.450146

	Prior	First	Second	Total
Tax	0.00	251.19	251.19	502.38
Special	0.00	0.00	0.00	0.00
Total	0.00	251.19	251.19	502.38
Paid	0.00	251.19	251.19	502.38
Due	0.00	0.00	0.00	0.00

TRANSFER HISTORY

Date		Deed Type Volume / Page	Sales Amount Conveyance #	Valid Exempt	# of Properties
08/16/2024	Buyer: PIRATES COVE DEVELOPMENT LLC Seller: RBK HOLDINGS LLC	WARRANTY DEED 1660/44	0.00 91147	N M	9
02/21/2019	Buyer: RBK HOLDINGS LLC Seller: NEUENSCHWANDER NICHOLAS L & KARA M	WARRANTY DEED 1578/1442	145,000.00 246	Y	3
04/16/2013	Buyer: NEUENSCHWANDER NICHOLAS L & KARA M Seller: ECKERT MARY	JOINT SURVIVORSHIP 1418/2027	10,000.00 453	Y	1
04/17/2009	Buyer: ECKERT MARY Seller: CONKLE ALVIN	CERTIFICATE OF TRANSFER 1304/1495	0.00 900413	N N	2
03/02/1990	Buyer: CONKLE ALVIN Seller: CONKLE ALVIN & WILMA V	CERTIFICATE OF TRANSFER 0/0	0.00 461	N	2

LAND

Type	Dimensions	Description	Value
FR-FRONT LOT	73.0000 X 172.0000	Effective - Frontage / Depth	34,820
		Total	34,820

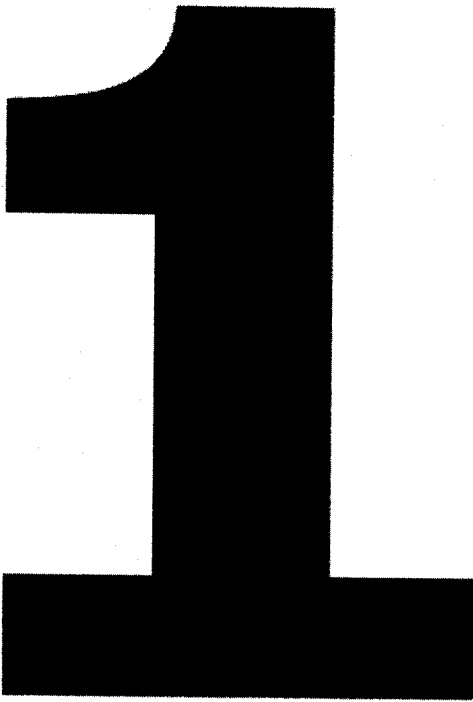
OTHER IMPROVEMENT

Card	Type	Year Built	Year Remodeled	Condition	Dimensions	Description	Size	Value
1	POLE BARN-POLE FRAMED GENERAL PURPOSE BUILDING	1983		A-AVERAGE	16 X 20	Length x Width (Optional)	320	1,200
							Total	1,200

SKETCH

Card 1

ID	Description	Size	Floor	Floor Area (ft²)	Living Area (ft²)
1	POLE BARN-POLE FRAMED GENERAL PURPOSE BUILDING	320	Total	0	0





LARRY LINDBERG

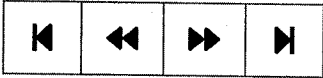
Tuscarawas County Auditor | Tuscarawas County, Ohio

Search by parcel number, owner name, or address



2024

1 of 8



[Back to Search Results](#)

Summary

Tax

Transfers

5

History

5

Payment History

51

Value History

CAUV Soil Breakdown

Land

1

Commercial Buildings

Dwellings

Other Improvements

1

Sketch

1

Levy Distribution

Tax Estimator

Map this Parcel

Tax Card

Parcel Number

58-00102-000

Legal Description

4 8 3 PR SE .309A

Location
W MAIN ST



Owner
PIRATES COVE DEVELOPMENT LLC
Acres
0.3090

2024 Taxes

	Prior	First	Second	Total
Gross	0.00	461.54	461.54	923.08
Credit	0.00	(188.01)	(188.01)	(376.02)
Non-Business Credit	0.00	(22.34)	(22.34)	(44.68)
Homestead	0.00	0.00	0.00	0.00
Owner-Occupancy Credit	0.00	0.00	0.00	0.00
Total Real Property Taxes	0.00	251.19	251.19	502.38
Real Property Tax Penalty	0.00	0.00	0.00	0.00
Real Property Tax Interest	0.00	0.00	0.00	0.00
Total Taxes	0.00	251.19	251.19	502.38
Paid	0.00	251.19	251.19	502.38
Refunded	0.00	0.00	0.00	0.00
Due	0.00	0.00	0.00	0.00

Address:
125 East High Avenue - Room 120
P.O. Box 545
New Philadelphia, OH 44663
Office Hours:
8:00 pm to 4:30 pm
Phone:
(330) 365-3220
Fax:
(330) 365-3397

SUMMARY

Deeded Name	PIRATES COVE DEVELOPMENT LLC			Taxpayer	PIRATES COVE DEVELOPMENT LLC		
Owner	PIRATES COVE DEVELOPMENT LLC				4167 WINKLEPLECK RD NW		
	4167 WINKLEPLECK RD NW				SUGARCREEK OH 44681-7509		
Tax District	58-SUGARCREEK TWP-SUGARCREEK CORP			Land Use	510-SINGLE FAMILY DWELLING		
				Class	Residential		
School District	7903-GARAWAY SD			Subdivision			
Neighborhood	02804-SUGARCREEK CORPORATION						
Location	806 W MAIN ST			Legal	4 8 3 PR SE .59A		
CD Year			Map Number	22	Routing Number	3000	
Acre	0.5900		Sold	08/16/2024	Sales Amount	0.00	

VALUE

District	58-SUGARCREEK TWP-SUGARCREEK CORP
Land Use	510-SINGLE FAMILY DWELLING
Enrolled Programs	

	Appraised	Assessed
Land	54,380	19,030
Improvement	92,790	32,480
Total	147,170	51,510
CAUV	N	0
Homestead	N	0
OOC	N	0
Taxable	147,170	51,510

CURRENT CHARGES

Full Rate	73.200000
Effective Rate	43.380772
Qualifying Rate	35.450146

	Prior	First	Second	Total
Tax	0.00	1,025.99	1,025.99	2,051.98
Special	0.00	0.00	0.00	0.00
Total	0.00	1,025.99	1,025.99	2,051.98
Paid	0.00	1,025.99	1,025.99	2,051.98
Due	0.00	0.00	0.00	0.00

TRANSFER HISTORY

Date		Deed Type Volume / Page	Sales Amount Conveyance #	Valid Exempt	# of Properties
08/16/2024	Buyer: PIRATES COVE DEVELOPMENT LLC Seller: RBK HOLDINGS LLC	WARRANTY DEED 1660/44	0.00 91147	N M	9
02/21/2019	Buyer: RBK HOLDINGS LLC Seller: NEUENSCHWANDER NICHOLAS L & KARA M MILLER	WARRANTY DEED 1578/1442	145,000.00 246	Y	3
03/04/2008	Buyer: NEUENSCHWANDER NICHOLAS L & KARA M MILLER Seller: MILLER LOGAN & BRITTANY SCHMUC	JOINT SURVIVORSHIP 1278/1761	100,000.00 298	N	2
08/30/2004	Buyer: MILLER LOGAN & BRITTANY SCHMUC Seller: SCHLABACH ROBERT ALAN	WARRANTY DEED 0/0	90,000.00 1651	N	2
07/08/2003	Buyer: SCHLABACH ROBERT ALAN Seller: STARNER JEROMY & JILL	WARRANTY DEED 0/0	85,000.00 2014	N	2
03/26/1999	Buyer: STARNER JEROMY & JILL Seller: MILLER LINDA SUE	SHERIFF DEED 0/0	59,000.00 425	N	2
12/03/1993	Buyer: MILLER LINDA SUE Seller: ERB LEROY L & BARBARA L	WARRANTY DEED 0/0	65,000.00 3513	Y	2
05/05/1992	Buyer: ERB LEROY L & BARBARA L Seller: YODER ROBERT A & LOUELLA L STU	WARRANTY DEED 0/0	60,000.00 1230	N	2
05/26/1989	Buyer: YODER ROBERT A & LOUELLA L STU Seller: TROYER MOSE JR & MARY ANN	WARRANTY DEED 0/0	59,000.00 1181	Y	2
10/15/1987	Buyer: TROYER MOSE JR & MARY ANN Seller: * NOT ON FILE *	UNKNOWN 0/0	55,000.00 2511	N	1

LAND

Type	Dimensions	Description	Value
FR-FRONT LOT	114.0000 X 174.0000	Effective - Frontage / Depth	54,380
		Total	54,380

DWELLING

--

Card 1								
Style	01-SINGLE FAMILY	Family Rooms	1	Heating				Y
Stories	1.50	Condition	G-GOOD	Cooling				N
Rec Room Area	0	Year Built	1910	Grade				C
Finished Basement	0	Year Remodeled		Fireplace Openings				0
Rooms	6	Full Baths	1	Fireplace Stacks				0
Bed Rooms	2	Half Baths	0	Living Area				1,150
Dining Rooms	0	Other Fixtures	0	Total Area				2,380
				Value				88,800

OTHER IMPROVEMENT

Card	Type	Year Built	Year Remodeled	Condition	Dimensions	Description	Size	Value
1	BANK BARN	1912		F-FAIR	24 X 34	Length x Width (Optional)	816	3,550
1	LEAN TO	1967		F-FAIR	8 X 34	Length x Width (Optional)	272	440
						Total		3,990

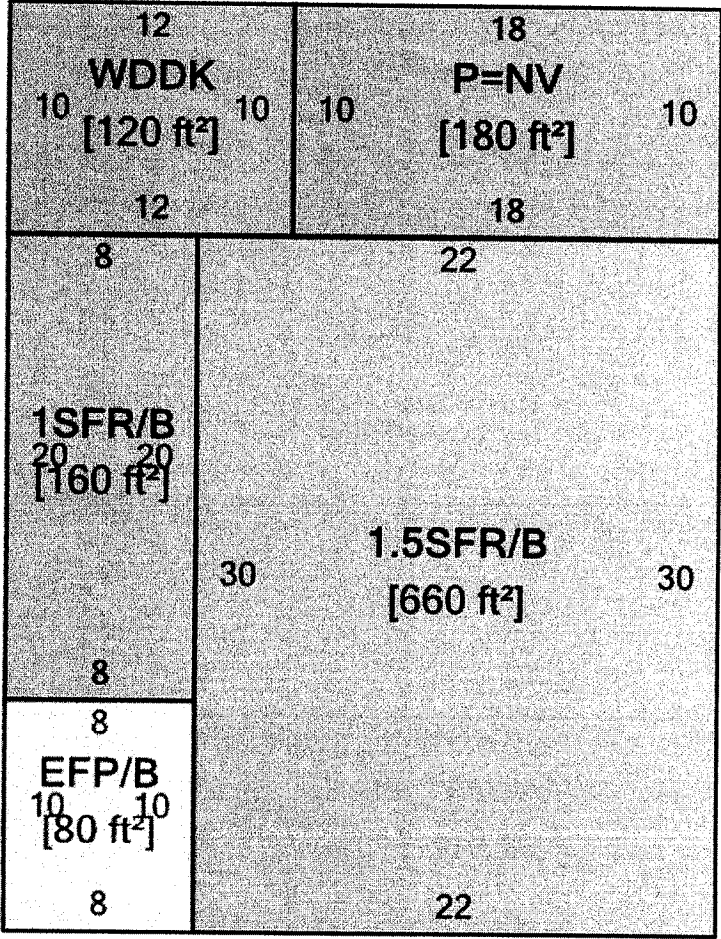
SKETCH

Card 1

ID	Description	Size	Floor	Floor Area (ft²)	Living Area (ft²)
A	1.5SFR/B (1.5 STORY FRAME / BASEMENT)	660	First Floor	820	820
B	EFP/B (ENCLOSED FRAME PORCH / BASEMENT)	80	1/2 Upper Floor	660	330
C	1SFR/B (1 STORY FRAME / BASEMENT)	160	Basement	900	0
D	P=NV (PATIO (NO VALUE))	180	Total	2,380	1,150
E	WDDK (WOOD DECK)	120			
1	BANK BARN	816			
2	LEAN TO	272			

1

2





LARRY LINDBERG

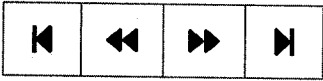
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Levy Distribution

Tax Estimator

Map this Parcel

Tax Card

Parcel Number

58-00493-000

Legal Description

4 8 3 PR SE .59A

Location

806 W MAIN ST



Owner

PIRATES COVE DEVELOPMENT LLC

Acres

0.5900

2024 Taxes

	Prior	First	Second	Total
Gross	0.00	1,885.29	1,885.29	3,770.58
Credit	0.00	(768.00)	(768.00)	(1,536.00)
Non-Business Credit	0.00	(91.30)	(91.30)	(182.60)
Homestead	0.00	0.00	0.00	0.00
Owner-Occupancy Credit	0.00	0.00	0.00	0.00
Total Real Property Taxes	0.00	1,025.99	1,025.99	2,051.98
Real Property Tax Penalty	0.00	0.00	0.00	0.00
Real Property Tax Interest	0.00	0.00	0.00	0.00
Total Taxes	0.00	1,025.99	1,025.99	2,051.98
Paid	0.00	1,025.99	1,025.99	2,051.98
Refunded	0.00	0.00	0.00	0.00
Due	0.00	0.00	0.00	0.00

Address:

125 East High Avenue - Room 120

P.O. Box 545

New Philadelphia, OH 44663

Office Hours:

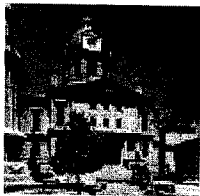
8:00 pm to 4:30 pm

Phone:

(330) 365-3220

Fax:

(330) 365-3397



SUMMARY

Deeded Name	PIRATES COVE DEVELOPMENT LLC			Taxpayer	PIRATES COVE DEVELOPMENT LLC		
Owner	PIRATES COVE DEVELOPMENT LLC 4167 WINKLEPLECK RD NW SUGARCREEK OH 44681-7509				4167 WINKLEPLECK RD NW SUGARCREEK OH 44681-7509		
Tax District	58-SUGARCREEK TWP-SUGARCREEK CORP			Land Use	501-RESIDENTIAL VACANT LAND - UNPLATTED 0 - 9.99 ACRES		
				Class	Residential		
School District	7903-GARAWAY SD			Subdivision			
Neighborhood	02804-SUGARCREEK CORPORATION						
Location	SW MILLER AVE			Legal	WHOLE 889 .5919A		
CD Year				22	Routing Number	1030	
Acres	0.5910	Map Number		08/16/2024	Sales Amount	0.00	
		Sold					

VALUE

District	58-SUGARCREEK TWP-SUGARCREEK CORP
Land Use	501-RESIDENTIAL VACANT LAND - UNPLATTED 0 - 9.99 ACRES

Enrolled Programs

	Appraised	Assessed
Land	43,290	15,150
Improvement	0	0
Total	43,290	15,150
CAUV	N	0
Homestead	N	0
OOC	N	0
Taxable	43,290	15,150

CURRENT CHARGES

Full Rate	73.200000
Effective Rate	43.380772
Qualifying Rate	35.450146

	Prior	First	Second	Total
Tax	0.00	301.79	301.79	603.58
Special	0.00	0.00	0.00	0.00
Total	0.00	301.79	301.79	603.58
Paid	0.00	301.79	301.79	603.58
Due	0.00	0.00	0.00	0.00

TRANSFER HISTORY

Date		Deed Type Volume / Page	Sales Amount Conveyance #	Valid Exempt	# of Properties
08/16/2024	Buyer: PIRATES COVE DEVELOPMENT LLC Seller: RBK HOLDINGS LLC	WARRANTY DEED 1660/44	0.00 91147	N M	9
10/09/2018	Buyer: RBK HOLDINGS LLC Seller: SHUTT DAVID P II & CHRISTINE S PARSON ETAL	WARRANTY DEED 1568/2137	262,500.00 1574	Y	5
12/07/2016	Buyer: SHUTT DAVID P II & CHRISTINE S PARSON ETAL Seller: SHUTT NORMA J	WARRANTY DEED 1519/2385	0.00 901780	N D	7
09/19/2016	Buyer: SHUTT NORMA J Seller: SHUTT DAVID P & NORMA J	AFFIDAVIT 1513/293	0.00 901367	N N	7
07/30/2015	Buyer: SHUTT DAVID P & NORMA J Seller: SHUTT DAVID P & NORMA J	JOINT SURVIVORSHIP 1480/2212	0.00 901029	N N	7
03/06/2000	Buyer: SHUTT DAVID P & NORMA J Seller: SHUTT DAVID P & NORMA J	MISCELLANEOUS 0/0	0.00 9322	N	4
03/03/2000	Buyer: SHUTT DAVID P & NORMA J Seller: SHUTT DAVID P & NORMA J	MISCELLANEOUS 0/0	0.00 9999	N	4

LAND

Type	Dimensions	Description	Value
FR-FRONT LOT	130.0000 X 200.0000	Effective - Frontage / Depth	43,290
		Total	43,290



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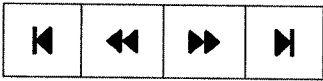
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CAUV Soil Breakdown

Land

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Dwellings

Other Improvements

Sketch

Levy Distribution

Tax Estimator

Map this Parcel



Tax Card



Parcel Number

58-01047-003

Legal Description

WHOLE 889 .5919A

Location
SW MILLER AVE



Owner
PIRATES COVE DEVELOPMENT LLC
Acres
0.5910

2024 Taxes

	Prior	First	Second	Total
Gross	0.00	554.55	554.55	1,109.10
Credit	0.00	(225.89)	(225.89)	(451.78)
Non-Business Credit	0.00	(26.87)	(26.87)	(53.74)
Homestead	0.00	0.00	0.00	0.00
Owner-Occupancy Credit	0.00	0.00	0.00	0.00
Total Real Property Taxes	0.00	301.79	301.79	603.58
Real Property Tax Penalty	0.00	0.00	0.00	0.00
Real Property Tax Interest	0.00	0.00	0.00	0.00
Total Taxes	0.00	301.79	301.79	603.58
Paid	0.00	301.79	301.79	603.58
Refunded	0.00	0.00	0.00	0.00
Due	0.00	0.00	0.00	0.00

Address:
125 East High Avenue - Room 120
P.O. Box 545
New Philadelphia, OH 44663

Office Hours:
8:00 pm to 4:30 pm

Phone:
(330) 365-3220

Fax:
(330) 365-3397

SUMMARY

Deeded Name	PIRATES COVE DEVELOPMENT LLC			Taxpayer	PIRATES COVE DEVELOPMENT LLC		
Owner	PIRATES COVE DEVELOPMENT LLC				4167 WINKLEPLECK RD NW		
	4167 WINKLEPLECK RD NW				SUGARCREEK OH 44681-7509		
Tax District	58-SUGARCREEK TWP-SUGARCREEK CORP			Land Use	501-RESIDENTIAL VACANT LAND - UNPLATTED 0		
					- 9.99 ACRES		
School District	7903-GARAWAY SD			Class	Residential		
Neighborhood	02804-SUGARCREEK CORPORATION			Subdivision			
Location	SW MILLER AVE			Legal	WHOLE 890 .5919A		
CD Year				22	Routing Number	1040	
Acres	0.5910	Map Number		08/16/2024	Sales Amount	0.00	
		Sold					

VALUE

District	58-SUGARCREEK TWP-SUGARCREEK CORP
Land Use	501-RESIDENTIAL VACANT LAND - UNPLATTED 0
	- 9.99 ACRES

Enrolled Programs

	Appraised	Assessed
Land	43,290	15,150
Improvement	0	0
Total	43,290	15,150
CAUV	N	0
Homestead	N	0
OOC	N	0
Taxable	43,290	15,150

CURRENT CHARGES

Full Rate	73.200000			
Effective Rate	43.380772			
Qualifying Rate	35.450146			
	Prior	First	Second	Total
Tax	0.00	301.79	301.79	603.58
Special	0.00	0.00	0.00	0.00
Total	0.00	301.79	301.79	603.58
Paid	0.00	301.79	301.79	603.58
Due	0.00	0.00	0.00	0.00

TRANSFER HISTORY

Date		Deed Type Volume / Page	Sales Amount Conveyance #	Valid Exempt	# of Properties
08/16/2024	Buyer: PIRATES COVE DEVELOPMENT LLC Seller: RBK HOLDINGS LLC	WARRANTY DEED 1660/44	0.00 91147	N M	9
10/09/2018	Buyer: RBK HOLDINGS LLC Seller: SHUTT DAVID P II & CHRISTINE S PARSON ETAL	WARRANTY DEED 1568/2137	262,500.00 1574	Y	5
12/07/2016	Buyer: SHUTT DAVID P II & CHRISTINE S PARSON ETAL Seller: SHUTT NORMA J	WARRANTY DEED 1519/2385	0.00 901780	N D	7
09/19/2016	Buyer: SHUTT NORMA J Seller: SHUTT DAVID P & NORMA J	AFFIDAVIT 1513/293	0.00 901367	N N	7
07/30/2015	Buyer: SHUTT DAVID P & NORMA J Seller: SHUTT DAVID P & NORMA J	JOINT SURVIVORSHIP 1480/2212	0.00 901029	N N	7
03/06/2000	Buyer: SHUTT DAVID P & NORMA J Seller: SHUTT DAVID P & NORMA J	MISCELLANEOUS 0/0	0.00 9322	N	4
03/03/2000	Buyer: SHUTT DAVID P & NORMA J Seller: SHUTT DAVID P & NORMA J	MISCELLANEOUS 0/0	0.00 9999	N	4

LAND

Type	Dimensions	Description	Value
FR-FRONT LOT	130.0000 X 200.0000	Effective - Frontage / Depth	43,290
		Total	43,290



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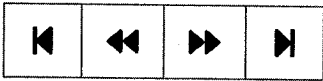
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CAUV Soil Breakdown

Land

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Tax Estimator

Map this Parcel



Tax Card



Parcel Number

58-01047-004

Legal Description

WHOLE 890 .5919A

Location

SW MILLER AVE



Owner

PIRATES COVE DEVELOPMENT LLC

Acres

0.5910

2024 Taxes

	Prior	First	Second	Total
Gross	0.00	554.55	554.55	1,109.10
Credit	0.00	(225.89)	(225.89)	(451.78)
Non-Business Credit	0.00	(26.87)	(26.87)	(53.74)
Homestead	0.00	0.00	0.00	0.00
Owner-Occupancy Credit	0.00	0.00	0.00	0.00
Total Real Property Taxes	0.00	301.79	301.79	603.58
Real Property Tax Penalty	0.00	0.00	0.00	0.00
Real Property Tax Interest	0.00	0.00	0.00	0.00
Total Taxes	0.00	301.79	301.79	603.58
Paid	0.00	301.79	301.79	603.58
Refunded	0.00	0.00	0.00	0.00
Due	0.00	0.00	0.00	0.00

Address:

125 East High Avenue - Room 120
P.O. Box 545
New Philadelphia, OH 44663

Office Hours:

8:00 pm to 4:30 pm

Phone:

(330) 365-3220

Fax:

(330) 365-3397

SUMMARY

Deeded Name	PIRATES COVE DEVELOPMENT LLC			Taxpayer	PIRATES COVE DEVELOPMENT LLC		
Owner	PIRATES COVE DEVELOPMENT LLC				4167 WINKLEPLECK RD NW		
	4167 WINKLEPLECK RD NW				SUGARCREEK OH 44681-7509		
Tax District	58-SUGARCREEK TWP-SUGARCREEK CORP			Land Use	501-RESIDENTIAL VACANT LAND - UNPLATTED 0		
					- 9.99 ACRES		
				Class	Residential		
School District	7903-GARAWAY SD			Subdivision			
Neighborhood	02804-SUGARCREEK CORPORATION						
Location	SW MAIN ST REAR			Legal	WHOLE 891 .5948A		
CD Year				22	Routing Number	1050	
Acres	0.5940	Map Number		08/16/2024	Sales Amount	0.00	
VALUE		Sold					

VALUE

District	58-SUGARCREEK TWP-SUGARCREEK CORP
Land Use	501-RESIDENTIAL VACANT LAND - UNPLATTED 0
	- 9.99 ACRES

Enrolled Programs

	Appraised	Assessed
Land	43,290	15,150
Improvement	0	0
Total	43,290	15,150
CAUV	N	0
Homestead	N	0
OOC	N	0
Taxable	43,290	15,150

CURRENT CHARGES

Full Rate	73.200000			
Effective Rate	43.380772			
Qualifying Rate	35.450146			
	Prior	First	Second	Total
Tax	0.00	301.79	301.79	603.58
Special	0.00	0.00	0.00	0.00
Total	0.00	301.79	301.79	603.58
Paid	0.00	301.79	301.79	603.58
Due	0.00	0.00	0.00	0.00

TRANSFER HISTORY

Date		Deed Type Volume / Page	Sales Amount Conveyance #	Valid Exempt	# of Properties
08/16/2024	Buyer: PIRATES COVE DEVELOPMENT LLC Seller: RBK HOLDINGS LLC	WARRANTY DEED 1660/44	0.00 91147	N M	9
10/09/2018	Buyer: RBK HOLDINGS LLC Seller: SHUTT DAVID P II & CHRISTINE S PARSON ETAL	WARRANTY DEED 1568/2137	262,500.00 1574	Y	5
12/07/2016	Buyer: SHUTT DAVID P II & CHRISTINE S PARSON ETAL Seller: SHUTT NORMA J	WARRANTY DEED 1519/2385	0.00 901780	N D	7
09/19/2016	Buyer: SHUTT NORMA J Seller: SHUTT DAVID P & NORMA J	AFFIDAVIT 1513/293	0.00 901367	N N	7
07/30/2015	Buyer: SHUTT DAVID P & NORMA J Seller: SHUTT DAVID P & NORMA J	JOINT SURVIVORSHIP 1480/2212	0.00 901029	N N	7
03/06/2000	Buyer: SHUTT DAVID P & NORMA J Seller: SHUTT DAVID P & NORMA J	MISCELLANEOUS 0/0	0.00 9322	N	4
03/03/2000	Buyer: SHUTT DAVID P & NORMA J Seller: SHUTT DAVID P & NORMA J	MISCELLANEOUS 0/0	0.00 9999	N	4

LAND

Type	Dimensions	Description	Value
FR-FRONT LOT	130.0000 X 200.0000	Effective - Frontage / Depth	43,290
		Total	43,290



LARRY LINDBERG

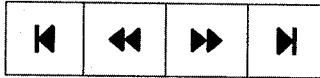
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CAUV Soil Breakdown

Land

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Other Improvements

Sketch

Levy Distribution

Tax Estimator

Map this Parcel



Tax Card



Parcel Number

58-01047-005

Legal Description

WHOLE 891 .5948A

Location

SW MAIN ST REAR



Owner

PIRATES COVE DEVELOPMENT LLC

Acres

0.5940

2024 Taxes

	Prior	First	Second	Total
Gross	0.00	554.55	554.55	1,109.10
Credit	0.00	(225.89)	(225.89)	(451.78)
Non-Business Credit	0.00	(26.87)	(26.87)	(53.74)
Homestead	0.00	0.00	0.00	0.00
Owner-Occupancy Credit	0.00	0.00	0.00	0.00
Total Real Property Taxes	0.00	301.79	301.79	603.58
Real Property Tax Penalty	0.00	0.00	0.00	0.00
Real Property Tax Interest	0.00	0.00	0.00	0.00
Total Taxes	0.00	301.79	301.79	603.58
Paid	0.00	301.79	301.79	603.58
Refunded	0.00	0.00	0.00	0.00
Due	0.00	0.00	0.00	0.00

Address:

125 East High Avenue - Room 120
P.O. Box 545
New Philadelphia, OH 44663

Office Hours:

8:00 pm to 4:30 pm

Phone:

(330) 365-3220

Fax:

(330) 365-3397



SUMMARY

Deeded Name	PIRATES COVE DEVELOPMENT LLC			Taxpayer	PIRATES COVE DEVELOPMENT LLC		
Owner	PIRATES COVE DEVELOPMENT LLC 4167 WINKLEPLECK RD NW SUGARCREEK OH 44681-7509				4167 WINKLEPLECK RD NW SUGARCREEK OH 44681-7509		
Tax District	58-SUGARCREEK TWP-SUGARCREEK CORP			Land Use	501-RESIDENTIAL VACANT LAND - UNPLATTED 0 - 9.99 ACRES		
School District	7903-GARAWAY SD			Class	Residential		
Neighborhood	02804-SUGARCREEK CORPORATION			Subdivision			
Location	W MILLER AVE			Legal	4 8 3 PR SE PR E/2 NE PR NE & SE 8.472A		
CD Year				22	Routing Number	1060	
Acres	8.4720	Map Number		08/16/2024	Sales Amount	0.00	
		Sold					

VALUE

District	58-SUGARCREEK TWP-SUGARCREEK CORP
Land Use	501-RESIDENTIAL VACANT LAND - UNPLATTED 0 - 9.99 ACRES

Enrolled Programs

	Appraised	Assessed
Land	64,050	22,420
Improvement	0	0
Total	64,050	22,420
CAUV	N	0
Homestead	N	0
OOC	N	0
Taxable	64,050	22,420

CURRENT CHARGES

Full Rate	73.200000			
Effective Rate	43.380772			
Qualifying Rate	35.450146			
	Prior	First	Second	Total
Tax	0.00	446.62	446.62	893.24
Special	0.00	0.00	0.00	0.00
Total	0.00	446.62	446.62	893.24
Paid	0.00	446.62	446.62	893.24
Due	0.00	0.00	0.00	0.00

TRANSFER HISTORY

Date		Deed Type Volume / Page	Sales Amount Conveyance #	Valid Exempt	# of Properties
08/16/2024	Buyer: PIRATES COVE DEVELOPMENT LLC Seller: RBK HOLDINGS LLC	WARRANTY DEED 1660/44	0.00 91147	N M	9
10/09/2018	Buyer: RBK HOLDINGS LLC Seller: SHUTT DAVID P II & CHRISTINE S PARSON ETAL	WARRANTY DEED 1568/2137	262,500.00 1574	Y	5

LAND

Type	Dimensions	Description	Value
RS3-RESIDUAL 6.000-9.999	8.4720	Acres	64,050
		Total	64,050



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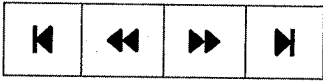
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2024

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CAUV Soil Breakdown

Land

1

Commercial Buildings

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Other Improvements

Sketch

Levy Distribution

Tax Estimator

Map this Parcel



Tax Card



Parcel Number

58-01047-006

Legal Description

4 8 3 PR SE PR E/2 NE PR NE & SE 8.472A

Location

W MILLER AVE



Owner

PIRATES COVE DEVELOPMENT LLC

Acres

8.4720

2024 Taxes

	Prior	First	Second	Total
Gross	0.00	820.60	820.60	1,641.20
Credit	0.00	(334.26)	(334.26)	(668.52)
Non-Business Credit	0.00	(39.72)	(39.72)	(79.44)
Homestead	0.00	0.00	0.00	0.00
Owner-Occupancy Credit	0.00	0.00	0.00	0.00
Total Real Property Taxes	0.00	446.62	446.62	893.24
Real Property Tax Penalty	0.00	0.00	0.00	0.00
Real Property Tax Interest	0.00	0.00	0.00	0.00
Total Taxes	0.00	446.62	446.62	893.24
Paid	0.00	446.62	446.62	893.24
Refunded	0.00	0.00	0.00	0.00
Due	0.00	0.00	0.00	0.00

Address:

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Phone:

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Fax:

(330) 365-3397



SUMMARY

Deeded Name	PIRATES COVE DEVELOPMENT LLC			Taxpayer	PIRATES COVE DEVELOPMENT LLC		
Owner	PIRATES COVE DEVELOPMENT LLC 4167 WINKLEPLECK RD NW SUGARCREEK OH 44681-7509				4167 WINKLEPLECK RD NW SUGARCREEK OH 44681-7509		
Tax District	58-SUGARCREEK TWP-SUGARCREEK CORP			Land Use	501-RESIDENTIAL VACANT LAND - UNPLATTED 0 - 9.99 ACRES		
				Class	Residential		
School District	7903-GARAWAY SD			Subdivision			
Neighborhood	02804-SUGARCREEK CORPORATION						
Location	W MILLER AVE			Legal	4 8 3 PR SE PR E/2 NE PR NE & SE 8.472A		
CD Year			Map Number	22	Routing Number	1060	
Acres	8.4720	Sold		08/16/2024	Sales Amount	0.00	

VALUE

District	58-SUGARCREEK TWP-SUGARCREEK CORP
Land Use	501-RESIDENTIAL VACANT LAND - UNPLATTED 0 - 9.99 ACRES

Enrolled Programs

	Appraised	Assessed
Land	64,050	22,420
Improvement	0	0
Total	64,050	22,420
CAUV	N	0
Homestead	N	0
OOC	N	0
Taxable	64,050	22,420

CURRENT CHARGES

Full Rate	73.200000
Effective Rate	43.380772
Qualifying Rate	35.450146

	Prior	First	Second	Total
Tax	0.00	446.62	446.62	893.24
Special	0.00	0.00	0.00	0.00
Total	0.00	446.62	446.62	893.24
Paid	0.00	446.62	446.62	893.24
Due	0.00	0.00	0.00	0.00

TRANSFER HISTORY

Date		Deed Type Volume / Page	Sales Amount Conveyance #	Valid Exempt	# of Properties
08/16/2024	Buyer: PIRATES COVE DEVELOPMENT LLC Seller: RBK HOLDINGS LLC	WARRANTY DEED 1660/44	0.00 91147	N M	9
10/09/2018	Buyer: RBK HOLDINGS LLC Seller: SHUTT DAVID P II & CHRISTINE S PARSON ETAL	WARRANTY DEED 1568/2137	262,500.00 1574	Y	5

LAND

Type	Dimensions	Description	Value
RS3-RESIDUAL 6.000-9.999	8.4720	Acres	64,050
Total			64,050



LARRY LINDBERG

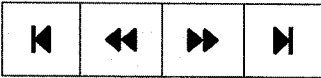
Tuscarawas County Auditor | Tuscarawas County, Ohio

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Land 1

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Sketch

Levy Distribution

Tax Estimator

Map this Parcel

Tax Card

Parcel Number

58-01047-007

Legal Description

PR 892 1.215A

Location
SW MILLER AVE



Owner
PIRATES COVE DEVELOPMENT LLC
Acres
1.2150

2024 Taxes

	Prior	First	Second	Total
Gross	0.00	830.87	830.87	1,661.74
Credit	0.00	(338.44)	(338.44)	(676.88)
Non-Business Credit	0.00	(40.23)	(40.23)	(80.46)
Homestead	0.00	0.00	0.00	0.00
Owner-Occupancy Credit	0.00	0.00	0.00	0.00
Total Real Property Taxes	0.00	452.20	452.20	904.40
Real Property Tax Penalty	0.00	0.00	0.00	0.00
Real Property Tax Interest	0.00	0.00	0.00	0.00
Total Taxes	0.00	452.20	452.20	904.40
Paid	0.00	452.20	452.20	904.40
Refunded	0.00	0.00	0.00	0.00
Due	0.00	0.00	0.00	0.00

Address:
125 East High Avenue - Room 120
P.O. Box 545
New Philadelphia, OH 44663

Office Hours:
8:00 pm to 4:30 pm

Phone:
(330) 365-3220

Fax:
(330) 365-3397



SUMMARY

Deeded Name	PIRATES COVE DEVELOPMENT LLC			Taxpayer	PIRATES COVE DEVELOPMENT LLC		
Owner	PIRATES COVE DEVELOPMENT LLC				4167 WINKLEPLECK RD NW		
	4167 WINKLEPLECK RD NW				SUGARCREEK OH 44681-7509		
Tax District	58-SUGARCREEK TWP-SUGARCREEK CORP			Land Use	501-RESIDENTIAL VACANT LAND - UNPLATTED 0		
					- 9.99 ACRES		
				Class	Residential		
School District	7903-GARAWAY SD			Subdivision			
Neighborhood	02804-SUGARCREEK CORPORATION						
Location	W MAIN ST REAR			Legal	4 8 3 PR SE PR E/2 NE PR NE & SE .50A		
CD Year			Map Number	22	Routing Number	2000	
Acres	0.5000	Sold		08/16/2024	Sales Amount	0.00	

VALUE

District	58-SUGARCREEK TWP-SUGARCREEK CORP
Land Use	501-RESIDENTIAL VACANT LAND - UNPLATTED 0
	- 9.99 ACRES

Enrolled Programs

	Appraised	Assessed
Land	6,300	2,210
Improvement	0	0
Total	6,300	2,210
CAUV	N	0
Homestead	N	0
OOC	N	0
Taxable	6,300	2,210

CURRENT CHARGES

Full Rate	73.200000
Effective Rate	43.380772
Qualifying Rate	35.450146

	Prior	First	Second	Total
Tax	0.00	44.04	44.04	88.08
Special	0.00	0.00	0.00	0.00
Total	0.00	44.04	44.04	88.08
Paid	0.00	44.04	44.04	88.08
Due	0.00	0.00	0.00	0.00

TRANSFER HISTORY

Date		Deed Type Volume / Page	Sales Amount Conveyance #	Valid Exempt	# of Properties
08/16/2024	Buyer: PIRATES COVE DEVELOPMENT LLC Seller: RBK HOLDINGS LLC	WARRANTY DEED 1660/44	0.00 91147	N M	9
02/21/2019	Buyer: RBK HOLDINGS LLC Seller: NEUENSCHWANDER NICHOLAS L & KARA M MILLER	WARRANTY DEED 1578/1442	145,000.00 246	Y	3
03/04/2008	Buyer: NEUENSCHWANDER NICHOLAS L & KARA M MILLER Seller: MILLER LOGAN & BRITTANY SCHMUC	JOINT SURVIVORSHIP 1278/1761	100,000.00 298	N	2
08/30/2004	Buyer: MILLER LOGAN & BRITTANY SCHMUC Seller: SCHLABACH ROBERT ALAN	WARRANTY DEED 0/0	90,000.00 1651	N	2
07/08/2003	Buyer: SCHLABACH ROBERT ALAN Seller: STARNER JEROMY & JILL	WARRANTY DEED 0/0	85,000.00 2014	N	2
03/26/1999	Buyer: STARNER JEROMY & JILL Seller: MILLER LINDA SUE	SHERIFF DEED 0/0	59,000.00 425	N	2
12/03/1993	Buyer: MILLER LINDA SUE Seller: ERB LEROY L & BARBARA L	WARRANTY DEED 0/0	65,000.00 3513	Y	2
05/05/1992	Buyer: ERB LEROY L & BARBARA L Seller: YODER ROBERT A & LOUELLA L STU	WARRANTY DEED 0/0	60,000.00 1230	N	2
05/26/1989	Buyer: YODER ROBERT A & LOUELLA L STU Seller: TROYER MOSE JR & MARY ANN	WARRANTY DEED 0/0	59,000.00 1181	Y	2
10/15/1987	Buyer: TROYER MOSE JR & MARY ANN Seller: * NOT ON FILE *	UNKNOWN 0/0	55,000.00 2511	Y	2

LAND

Type	Dimensions	Description	Value
RS3-RESIDUAL 6.000-9.999	0.5000	Acres	6,300
Total			6,300



LARRY LINDBERG

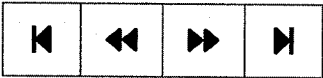
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Map this Parcel

Tax Card

Parcel Number
58-01048-000

Legal Description

4 8 3 PR SE PR E/2 NE PR NE & SE .50A

Location
W MAIN ST REAR



Owner
PIRATES COVE DEVELOPMENT LLC
Acres
0.5000

2024 Taxes

	Prior	First	Second	Total
Gross	0.00	80.90	80.90	161.80
Credit	0.00	(32.95)	(32.95)	(65.90)
Non-Business Credit	0.00	(3.91)	(3.91)	(7.82)
Homestead	0.00	0.00	0.00	0.00
Owner-Occupancy Credit	0.00	0.00	0.00	0.00
Total Real Property Taxes	0.00	44.04	44.04	88.08
Real Property Tax Penalty	0.00	0.00	0.00	0.00
Real Property Tax Interest	0.00	0.00	0.00	0.00
Total Taxes	0.00	44.04	44.04	88.08
Paid	0.00	44.04	44.04	88.08
Refunded	0.00	0.00	0.00	0.00
Due	0.00	0.00	0.00	0.00

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