



2722 Fulton Dr NW
Canton OH 44718

PURCHASE AGREEMENT



November 1, 2025

1

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **City of North Royalton, Cuyahoga County, OH**, said premises being known as **approximately 140.1 acres more or less and further known as 19345 Ridge Rd; North Royalton OH 44133 (Parcel #486-11-004; 486-11-001) (hereinafter the "Property")**. (See attached Exhibit A – Map).

Property to be conveyed as is, but is subject to all zoning laws and ordinances, and all easements, conditions, and restrictions appearing of record for which the purchasers agree to pay the sum of \$ **Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.**

Deposit with this agreement in Cash _____ Check _____ Note _____. **Approx 10% \$** _____

Payment when executed deed is delivered to Buyer or Escrow Agent. **\$** _____

CONVEYANCE & EVIDENCE OF TITLE: Seller, through Seller’s title agency or attorney, shall provide to Buyer a title insurance commitment for an Owner’s Policy of title insurance in the amount of the purchase price. Seller shall pay for the cost of the title search and the parties shall share equally the cost of the evidence of title; including but not limited to owner’s title insurance premium, policy commitment and escrow fee. Location survey, lender’s policy, title policy endorsements(s) and recording fees to be paid by Buyer. Deed preparation and county conveyance fee to be paid by Seller. Seller shall convey the premises by warranty deed or fiduciary deed where applicable, free of dower, liens, or encumbrances, except as specified herein and the entire transaction shall be completed on or before **January 2, 2026** or as soon as title work is completed. If estate or bankruptcy sale, it shall be subject to any necessary Court approval.

TAXES, WATER, SEWER: Taxes and assessments, general and special, based on the current tax duplicate, and water and sewer charges shall be prorated as of the date of delivery of deed. If agricultural use valuation (CAUV), Buyer responsible to renew CAUV. If and when recoupment occurs, Buyer shall be solely liable for any recoupment of taxes.

POSSESSION: Seller to deliver complete possession of the Property to Buyer on or before **0** days after date of recording of deed, subject to legal rights of present tenants. The “risk of loss” shall pass upon the delivery of deed. If any of the improvements on subject premises are substantially damaged by fire or other casualty prior to delivery of deed, Buyer shall have the option to (1) complete the purchase and have the purchase price reduced by the amount of insurance payable to the Sellers, or (2) to void this Agreement in which event all deposits will be promptly refunded to Buyer and there shall be no further liability, by, between or among Seller, Buyer and Realtor.

SALES FEE: Seller authorizes escrow agent to pay Realtor all fees as stated in the listing contract upon closing or otherwise in accordance with the listing contract.

PROPERTY CONDITION: Buyer agrees to purchase the property in its present “as is” condition. Buyer represents and warrants to Seller that Buyer has been given a full and sufficient opportunity to examine the Property; has done so, has signed this Agreement as a result of said examination; and that Buyer is not relying on any representations of Seller, Realtor or anyone else on behalf of Seller or Realtor whether verbal, written or otherwise. Buyer accepts full responsibility for any non-apparent or development issues including, but not limited to, soils and all subsurface matters including the possible existence of mines. This instrument contains the entire agreement between the parties, including any addendum exhibits signed and attached hereto, and no representations, promises, provisions, terms, warranties, conditions or obligations whatsoever, expressed or implied, other than herein set forth, shall be binding upon Buyer, Seller, or Realtor.

DEFAULT: Buyer represents that Buyer is ready, willing and able to carry out the terms and conditions herein contained. If Buyer refuses to perform the requirements herein on Buyer’s part to be performed, Seller may, in lieu of other remedies available, declare this Agreement null and void as to Buyer and, at Seller’s option, all monies paid on account hereof not in excess of 15% of the agreed purchase price shall be forfeited to Seller as fixed, stipulated and liquidated damages without proof of loss; however, Broker shall hold said monies in its trust account pending an authorization by the parties or court order. From any monies so forfeited, Seller agrees to pay any expenses incurred in connection with the transaction to date of forfeiture such as real estate commissions, appraisal fees, title expenses, etc. and any balance remaining shall be paid to Seller.

TENANT OCCUPIED: If any part of the Property is tenant occupied, all rents shall be prorated between parties as of date of delivery of deed and buyer shall be entitled to receive all rentals thereafter becoming due. All deposits, if any, together with rights and obligations as landlord shall be transferred to the Buyer. Buyer responsible to secure and comply with any inspections required due to title transfer.

INFORMATION AUTHORIZATION: This agreement shall be part of the closing escrow instructions. Seller authorizes escrow/closing agent to obtain written payoff statements from any secured lien holders. Buyer authorizes Lender to disclose to real estate brokers information regarding Buyer’s loan and specifically authorizes Richard T. Kiko Agency, Inc. to release any and all documents relating to this transaction to Lender including copies of this Purchase Agreement and the deposit check. Seller and Buyer grant escrow/closing agent authorization to provide listing and selling brokers with copies of the closing disclosures and settlement statement, if any.

ARBITRATION: In the event a dispute arises concerning this contract and/or the performance of Owner(s), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) arising out of or in any way related to this contract or any of their acts or performance in connection therewith, the dispute shall be submitted to binding arbitration through and pursuant to the rules of the American Arbitration Association (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. All claims, including crossclaims and counterclaims, must be brought in the arbitration, or are waived. It is understood that the arbitration will be administered by AAA and will include the use of its arbitrators. The arbitrator shall have actual experience with the sale of the type of property being sold pursuant to this contract. All issues of arbitrability shall be determined solely by the arbitrator. All costs and/or fees of the arbitration shall be equally divided among all parties to the arbitration and all parties to the arbitration shall be solely responsible for paying their own attorney’s fees. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, any and all disputes, whether by arbitration or otherwise, shall be venued, heard and decided in Stark County, Ohio.

It is further agreed by both parties that any items attached and normally considered real estate shall transfer. Additional provisions:

All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B See copy of Title Insurance Policy dated 10/1/25 See attached Ex C Termite Report. See attached Ex D Residential Property Disclosure Exemption Form. See attached Ex E Consumer Guide to Agency Relationships. See attached Ex F Agency Disclosure Form. See attached Ex G Lead Based Paint Disclosure Form. See attached Ex H Flood Plain Map. See attached Ex I CAUV Information. Any miscellaneous debris remaining after closing to transfer with real estate. Any city/county code requirements are buyer's obligation and expense.

and all other items there and considered as real estate shall remain; and Seller warrants that all such items are free of liens and encumbrances, and further does authorize the Escrow Agent to pay from the proceeds of the sale any and all outstanding debts or monies on these items. Sale subject to Seller being able to deliver marketable title. This property will be sold subject to any applicable Federal, State and/or Government Regulations.

For all absolute auction sales, the Auctioneer declaring the property SOLD to Buyer constitutes Sellers acceptance of this offer from Buyer.

_____	_____	11/1/2025
Witness	Buyer	Date
_____	_____	11/1/2025
Witness	Buyer	Date
_____	_____	11/1/2025
Witness	Seller	Date
_____	_____	11/1/2025
Witness	Seller	Date

The Buyer and Seller hereby acknowledge receipt of a fully signed copy hereof.

_____	11/1/2025	_____	11/1/2025
Buyer	Date	Seller	Date

We hereby acknowledge receipt of deposit of \$ _____ which, together with any additional cash payments made by the purchasers before date of delivery of deed is to be delivered and held in escrow by **Richard T. Kiko Agency, Inc., dba, Kiko, Listing Realtor**. Buyer and Seller authorize Kiko to disburse the deposit to the title agency of closing attorney in preparation for closing of the transaction.

Selling Realtor Kiko	Consumer Guide	___ Yes ___ No
	Agency Disclosure Form Attached	___ Yes ___ No
Salesman _____	Property Information Check List Attached	___ Yes ___ No
	Lead Base Paint Disclosure Attached	___ Yes ___ No





OHIO ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:


Ohio First Land Title Agency, LLC




Frederick H. Eppinger
President and CEO

Ohio First Land Title Agency, LLC
Company Name
Cleveland, Ohio
City, State


David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2025105579

OH 010-UN ALTA Commitment for Title Insurance (07-01-2021)



(2025105579.PFD/2025105579/5)

EXHIBIT B

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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File No.: 2025105579

OH 010-UN ALTA Commitment for Title Insurance (07-01-2021)



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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OH 010-UN ALTA Commitment for Title Insurance (07-01-2021)



10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 2025105579

OH 010-UN ALTA Commitment for Title Insurance (07-01-2021)



OHIO ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Ohio First Land Title Agency, LLC
Issuing Office: 22649 Lorain Rd, Cleveland, OH 44126
Issuing Office's ALTA® Registry ID: 1127586
Loan ID No.:
Commitment No.: 2025105579
Issuing Office File No.: 2025105579
Property Address: 19345 Ridge Rd, North Royalton, OH 44133
Revision No.: 1

1. Commitment Date: October 1, 2025 at 06:59 AM
2. Policy to be issued: Proposed Amount of Insurance
 - a. ALTA Own. Policy (2021)
Proposed Insured: UNKNOWN
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Marty J. Sterling, Trustee
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

STEWART TITLE GUARANTY COMPANY

By: 
Ohio First Land Title Agency, LLC

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File No.: 2025105579

OH 010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)

(2025105579.PFD/2025105579/5)



OHIO ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2025105579

All of the following Requirements must be met

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.
6. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
7. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

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OH 010-JN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

(2025105579.PFD/2025105579/5)



**OHIO ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS

File No.: 2025105579

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met
2. Rights or claims of parties other than Insured in actual possession of any or all the property.
3. Any lien, mechanic's lien, or materialman's lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the Public Records.
4. Public or private easements, or claims of easements, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
6. Anything to the contrary notwithstanding, this policy does not insure the quantity of acreage, square footage, or accuracy of dimensions recited within the description of premises described in Schedule A.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Taxes or assessments which are not recorded as existing liens in the Public Records.
9. (Note: This is exception is for loan policies only) Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise after the Date of the Policy.
7. Road, streams, ways, or easements, if any, not shown of the public record, riparian rights and title to any filled-in lands.
8. Assessments which are a lien or may become a lien but not yet certified to the County Auditor.
9. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
10. The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium,

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File No.: 2025105579

OH 010-JN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

(2025105579.PFD/2025105579/5)



SCHEDULE B

(Continued)

File No.: 2025105579

clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

12. This policy does not insure the quantity of acreage as recited on the legal description as shown in Schedule A.

13. Taxes for the year of 2025 and thereafter, are a lien, but not yet due or payable.

14. Permanent Parcel No. 486-11-001
also known as: 19345 Ridge Rd, North Royalton, OH 44133

Taxable Land Value \$1,050.00

Taxable Building Value \$0.00

Total Assessed Value \$1,050.00

CAUV Exemption (Y/N): NO

Special Assessments (Y/N): NO

Homestead Exemption (Y/N): NO

Taxes Year: 2024 (due and payable 2025):

1st half taxes in the amount of \$31.17, are PAID

2nd half taxes in the amount of \$31.17, are PAID

***NOTE: the above listed tax amounts include CAUV Exemptions, Special Assessments and Homestead Exemptions, if applicable. Please contact the necessary taxing authorities to obtain the status of current year taxes and prior year(s) taxes, including local municipality and city taxes. If this is a sale, also contact the necessary authorities for water, sewer and municipal lien letters (as well as any other certificates, permits, etc., as required by the locality/municipality) so as to ascertain any amounts due/payable prior to closing.

Taxes are due Semi-Annually. Taxes not yet due and payable for 2025 due 2026 are a lien but not yet assessed.

15. Easement filed for record in Torrens Doc # 106914 and recorded at the Cuyahoga County Recorder's Office, Ohio.
-We have made no further examination of the about Easement. For conditions, see Official Record for details.

16. Oil and Gas Lease filed for record in Torrens Doc No. 205030 and recorded at the Cuyahoga County Recorder's Office, Ohio.
-We have made no further examination of the about Oil and Gas Lease. For conditions, see Official Record for details.

17. Right of Way filed for record in Official Record No. 10633, Page 335 and recorded at the Cuyahoga County Recorder's Office, Ohio.
-We have made no further examination of the about Right of Way. For conditions, see Official Record for details.

18. Easement filed for record in Official Record No. 12502, Page 931 and recorded at the Cuyahoga County Recorder's Office, Ohio.
-We have made no further examination of the about Easement. For conditions, see Official Record for details.

19. Easement filed for record in Official Record No. 13116, Page 709 and recorded at the Cuyahoga County Recorder's Office, Ohio.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2025105579

OH 010-JN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

(2025105579.PFD/2025105579/5)



SCHEDULE B

(Continued)

File No.: 2025105579

-We have made no further examination of the about Easement. For conditions, see Official Record for details.

20. Easement filed for record in Official Record No. 13333, Page 147 and recorded at the Cuyahoga County Recorder's Office, Ohio.

-We have made no further examination of the about Easement. For conditions, see Official Record for details.

21. Oil and Gas Lease filed for record in Official Record No. 91-676, Page 51 and recorded at the Cuyahoga County Recorder's Office, Ohio.

-We have made no further examination of the about Oil and Gas Lease. For conditions, see Official Record for details.

22. Easement filed for record in Torrens Doc No. 431466 and recorded at the Cuyahoga County Recorder's Office, Ohio.

-We have made no further examination of the about Easement. For conditions, see Official Record for details.

23. Reservations for Mineral Rights filed for record and recorded in Official Record No. 93-10444, Page 20 of Cuyahoga County Records.

-We have made no further examination of the about Reservations. For conditions, see record.

24. Easement filed for record in Official Record No. 98-13653, Page 24 and recorded at the Cuyahoga County Recorder's Office, Ohio.

-We have made no further examination of the about Easement. For conditions, see Official Record for details.

25. Reservations for Mineral Rights filed for record and recorded in Official Record No. 202009160055 of Cuyahoga County Records.

-We have made no further examination of the about Reservations. For conditions, see record.

26. Permanent Parcel No. 486-11-004
also known as: 19345 Ridge Rd, North Royalton, OH 44133

Taxable Land Value \$79,910.00

Taxable Building Value \$58,450.00

Total Assessed Value \$138,360.00

CAUV Exemption (Y/N): YES

Special Assessments (Y/N): NO

Homestead Exemption (Y/N): NO

Taxes Year: 2024 (due and payable 2025):

1st half taxes in the amount of \$4,106.65, are PAID

2nd half taxes in the amount of \$4,106.65, are PAID

***NOTE: the above listed tax amounts include CAUV Exemptions, Special Assessments and Homestead Exemptions, if applicable. Please contact the necessary taxing authorities to obtain the status of current year taxes and prior year(s) taxes, including local municipality and city taxes. If this is a sale, also contact the necessary authorities for water, sewer and municipal lien letters (as well as any other certificates, permits, etc., as required by the locality/municipality) so as to ascertain any amounts due/payable prior to closing.

Taxes are due Semi-Annually. Taxes not yet due and payable for 2025 due 2026 are a lien but not yet assessed.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2025105579

OH 010-JN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

(2025105579.PFD/2025105579/5)



**OHIO ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT A

File No.: 2025105579

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being a part of Original Royalton Township, Section No. 15, and is bounded and described as follows: Beginning at an Iron Monument set at a point, which point is distant North 89° 54'15" East 117.29 feet in the center line of Boston Road 60 feet wide from its point of intersection with the present center line of Ridge Road 60 feet wide; thence North 89°54' 15" East 2731.46 feet in said center line of Boston Road to an Iron Monument; thence North 0°23 '30"West 378.04 feet; thence North 1 °22' 15" East 1052.14 feet to an Iron Monument; thence North 0°42' East 1727.42 feet to an Iron Monument in the center line of Cady Road 60 feet wide; thence North 88°55' West 894.90 feet in said center line of Cady Road to an Iron Monument; thence South 1 °41 '35" West 376.86 feet to an Iron Monument; thence South 1 °41 '35" West 8.95 feet; thence North 88°55' West 217.1 feet to a point from which an Iron Monument, set bears North 1°41 '35" East 8.95 feet and north 88°55' West 13.9 feet; thence South 1 °41 '35" West 1161.19 feet to a point from which an Iron Monument set, bears North 88°55' West 13.9 feet. Thence North 88°55' West 13.9 feet to said monument. Thence North 88°55' West 1219.90 feet to the center of Rocky River; thence North 40°17' West 177.55 feet; thence North 13°56'30" West 60.58 feet; thence North 32°16'15" East 189.94 feet; thence North 48° 34'20" West 109.53 feet; thence South 80°54' West 110.31 feet; thence North 63°28'40" West 55.50 feet; thence North 16°12' West 68.00 feet; thence North 15°19'45" West 164.26 feet; thence North 35° West 86.50 feet; thence North 3°17'20" West 96.84 feet; thence South 80°49' West 45.58 feet to a point in the Center line of Ridge Road aforesaid distant South 736.70 feet therein from its point of intersection with the center line of said Cady Road. Thence South 143 7.04 feet in the said center line of Ridge Road; thence South 89°04'20" East 376 feet to an Iron Monument; thence South 3° 07' East 860.64 feet to an Iron Monument; thence South 89°06'30" West 334.71 feet to an Iron Monument; thence South 13°28' 12" West 175.56 feet to the place of beginning, together containing 139.0784 Acres of land according to survey by Lander Engineering Co., January 10, 1928, January 29, 1929, be the same more or less, but subject to all legal highways.

EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED EXCEPTED PARCELS IA AND IB; PROVIDED, HOWEVER, THAT 100% OF THE FOLLOWING-DESCRIBED MINERAL RIGHTS WITH RESPECT TO THE FOLLOWING PARCELS IA AND IB ARE INCLUDED IN THE CONVEYANCE OF PARCEL #1:

Excepted Parcel 1A:

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being a part of Original Royalton Township, Section No. 15, and bounded and described as follows: Beginning in the centerline of Cady Road (60 feet wide) at a point distance due East measured along the said centerline 1696.95 feet from its intersection with the center line of Ridge Road (60 feet wide), said point being also the northwest corner of land conveyed to Frank Cheek and Sandra Cheek by deed dated May 28, 1969, and recorded in Volume 12522, Page 613 of Cuyahoga County Records; Thence South 00°36'35" West along the westerly line of land so conveyed 376.86 feet to the southwesterly corner thereof and the principal place of beginning of the land herein described; Thence due East along the southerly line of land so conveyed 121.00 feet to the southeasterly corner thereof; Thence South 00°36'35" West 273.14 feet to a point; Thence due West 121.00 feet to a point on the easterly line of land conveyed to Mathew Cheek, Jr. by deed dated June 9, 1967, and recorded in Volume 12522, Page 613 of Cuyahoga County Records; Thence North 00°36'35" East along the said easterly line of land so conveyed to Mathew Cheek, Jr. 273.14 feet to the principal place of beginning, be the same more or less, but subject to all legal highways

Excepted Parcel 1 B:

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being a part of Original Royalton Township, Section No. 15, and bounded and described as follows: Beginning in the centerline of Cady Road (60 feet wide) at a point distance due East measured along the said centerline 1817.95 feet from its intersection with the center line of Ridge Road (60 feet wide), said point being also the northwest corner of land conveyed to Richard F. Cheek and Geraldine M. Cheek by deed dated August 16, 1965, and recorded in Volume 11640, Page 27 of Cuyahoga County Records; Thence South 00°36'35" West along the westerly line of land so conveyed 376.86 feet to the southwesterly corner thereof and the principal place of beginning of the land herein described; Thence due East along the southerly line of land so conveyed 110.00 feet to the southeasterly corner thereof; Thence South 00°36'35" East 273.14 feet to the said southwest corner of land so conveyed to Richard F. Cheek and Geraldine W. Cheek and the

File No.: 2025105579

OH 010-JN ALTA Commitment for Title Insurance Exhibit A (07-01-2021)

(2025105579.PFD/2025105579/5)

EXHIBIT A
(Continued)

File No.: 2025105579

principal place of beginning, be the same more or less, but subject to all legal highways.

ALSO EXCEPTING THEREFROM PPN 486-11-004, THAT PART CONVEYED IN THE QUIT-CLAIM DEED FROM MARY S. MARTY TO VALLEAIRE GOLF CLUB, INC. BY TORRENS DOCUMENT NO. 368355 OF CUYAHOGA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM PPN 486-11-004, THAT PART CONVEYED IN THE DEED FROM MARY S. MARTY TO COUNTY OF CUYAHOGA BOARD OF COUNTY COMMISSIONERS BY TORRENS DOCUMENT NO. 398513 OF CUYAHOGA COUNTY RECORDS.

Permanent Parcel No. 486-11-004

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being a part of Original Royalton Township, Section No. 15, and bounded and described as follows: Beginning in the centerline of Cady Road (60 feet wide) at a point distance due East measured along the said centerline 1460.05 feet from its intersection with the center line of Ridge Road (60 feet wide) said point being also the Northeast corner of land conveyed to Steve Cheek and Bonnie L. Cheek by deed dated September 16, 1971, and recorded in Volume 12933, Page 797 of Cuyahoga County Records; Thence South 00°36'35" West along the Easterly line of land so conveyed 1280.82 feet to a point and the principal place of beginning of the land herein described; Thence South 89°59'00" East 236.90 feet to a point; Thence South 00°36'35" West 266.25 feet to a point; Thence North 89°59'00" West 236.90 feet to the Southeast corner of land so conveyed to Steve Cheek and Bonnie L. Cheek as aforesaid; Thence North 00°36'35" East along the easterly line of land so conveyed 266.25 to the principal place of beginning, be the same more or less but subject to all legal highways.

Now known as Parcel No. 1 in the Lot Split & Consolidation Plat of Per. Pcl. No's 486-11-1,3,4,5 & 6, being part of Original Royalton Township Section No. 15, as shown by the recorded plat in Vol. 264 of maps, Pg 83 of Cuyahoga County Records.

Permanent Parcel No. 486-11-001

Also Known As:
19345 RIDGE RD
NORTH ROYALTON OH 44133

EXHIBIT A

LEGAL DESCRIPTION

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being a part of Original Royalton Township, Section No. 15, and is bounded and described as follows: Beginning at an Iron Monument set at a point, which point is distant North 89° 54' 15" East 117.29 feet in the center line of Boston Road 60 feet wide from its point of intersection with the present center line of Ridge Road 60 feet wide; thence North 89° 54' 15" East 2731.46 feet in said center line of Boston Road to an Iron Monument; thence North 0° 23' 30" West 378.04 feet; thence North 1° 22' 15" East 1052.14 feet to an Iron Monument; thence North 0° 42' East 1727.42 feet to an Iron Monument in the center line of Cady Road 60 feet wide; thence North 88° 55' West 894.90 feet in said center line of Cady Road to an Iron Monument; thence South 1° 41' 35" West 376.86 feet to an Iron Monument; thence South 1° 41' 35" West 8.95 feet; thence North 88° 55' West 217.1 feet to a point from which an Iron Monument, set bears North 1° 41' 35" East 8.95 feet and north 88° 55' West 13.9 feet; thence South 1° 41' 35" West 1161.19 feet to a point from which an Iron Monument set, bears North 88° 55' West 13.9 feet. Thence North 88° 55' West 13.9 feet to said monument. Thence North 88° 55' West 1219.90 feet to the center of Rocky River; thence North 40° 17' West 177.55 feet; thence North 13° 56' 30" West 60.58 feet; thence North 32° 16' 15" East 189.94 feet; thence North 48° 34' 20" West 109.53 feet; thence South 80° 54' West 110.31 feet; thence North 63° 28' 40" West 55.50 feet; thence North 16° 12' West 68.00 feet; thence North 15° 19' 45" West 164.26 feet; thence North 35° West 86.50 feet; thence North 3° 17' 20" West 96.84 feet; thence South 80° 49' West 45.58 feet to a point in the Center line of Ridge Road aforesaid distant South 736.70 feet therein from its point of intersection with the center line of said Cady Road. Thence South 143 7.04 feet in the said center line of Ridge Road; thence South 89° 04' 20" East 376 feet to an Iron Monument; thence South 3° 07' East 860.64 feet to an Iron Monument; thence South 89° 06' 30" West 334.71 feet to an Iron Monument; thence South 13° 28' 12" West 175.56 feet to the place of beginning, together containing 139.0784 Acres of land according to survey by Lander Engineering Co., January 10, 1928, January 29, 1929, be the same more or less, but subject to all legal highways.

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conveyed 376.86 feet to the southwesterly comer thereof and the principal place of beginning of the land herein described; Thence due East along the southerly line of land so conveyed 121.00 feet to the southeasterly comer thereof; Thence South 00°36'35" West 273.14 feet to a point; Thence due West 121.00 feet to a point on the easterly line of land conveyed to Mathew Cheek, Jr. by deed dated June 9, 1967, and recorded in Volume 12522, Page 613 of Cuyahoga County Records; Thence North 00°36'35" East along the said easterly line of land so conveyed to Mathew Cheek, Jr. 273.14 feet to the principal place of beginning, be the same more or less, but subject to all legal highways

Excepted Parcel 1 B:

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being a part of Original Royalton Township, Section No. 15, and bounded and described as follows: Beginning in the centerline of Cady Road (60 feet wide) at a point distance due East measured along the said centerline 1817.95 feet from its intersection with the center line of Ridge Road (60 feet wide), said point being also the northwest comer of land conveyed to Richard F. Cheek and Geraldine M. Cheek by deed dated August 16, 1965, and recorded in Volume 11640, Page 27 of Cuyahoga County Records;

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ALSO EXCEPTING THEREFROM PPN 486-11-004, THAT PART CONVEYED IN THE QUIT-CLAIM DEED FROM MARY S. MARTY TO VALLEAIRE GOLF CLUB, INC. BY TORRENS DOCUMENT NO. 368355 OF CUYAHOGA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM PPN 486-11-004, THAT PART CONVEYED IN THE DEED FROM MARY S. MARTY TO COUNTY OF CUYAHOGA BOARD OF COUNTY COMMISSIONERS BY TORRENS DOCUMENT NO. 398513 OF CUYAHOGA COUNTY RECORDS.

Permanent Parcel No. 486-11-004

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being a part of Original Royalton Township, Section No. 15, and bounded and described as follows: Beginning in the centerline of Cady Road (60 feet wide) at a point distance due East

measured along the said centerline 1460.05 feet from its intersection with the center line of Ridge Road (60 feet wide) said point being also the Northeast corner of land conveyed to Steve Cheek and Bonnie L. Cheek by deed dated September 16, 1971, and recorded in Volume 12933, Page 797 of Cuyahoga County Records; Thence South $00^{\circ}36'35''$ West along the Easterly line of land so conveyed 1280.82 feet to a point and the principal place of beginning of the land herein described; Thence South $89^{\circ}59'00''$ East 236.90 feet to a point; Thence South $00^{\circ}36'35''$ West 266.25 feet to a point; Thence North $89^{\circ}59'00''$ West 236.90 feet to the Southeast corner of land so conveyed to Steve Cheek and Bonnie L. Cheek as aforesaid; Thence North $00^{\circ}36'35''$ East along the easterly line of land so conveyed 266.25 to the principal place of beginning, be the same more or less but subject to all legal highways.

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Permanent Parcel No. 486-11-001

Also Known As:
19345 RIDGE RD
NORTH ROYALTON OH 44133

Memorandum of Trust
(Section 5301.255 of Ohio Revised Code)

1. The purpose of this Memorandum of Trust is to disclose the Trust and the authority of the Trustee to deal with real property.
2. The name and date of execution of the Trust is:

CMW Central Trust, dated September 29, 2014

3. The name and address of the current Trustee is Marty J. Sterling, 1737 23rd Street, Manhattan Beach, CA 90266.
4. The operative provisions of the trust, including powers specified in the trust relative to the acquisition, sale, or encumbering of real property by the Trustee(s) or the conveyance of real property by the Trustee(s) are:

My Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve, and in general deal in and with real property in the manner and on the terms and conditions as my Trustee deems appropriate.

My Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements to, and abandon any real property.

My Trustee may manage real estate in any manner considered best, and may exercise all other real estate powers necessary to effect this purpose.

My Trustee may enter into contracts to sell real estate. My Trustee may enter into leases and grant options to lease trust property, even though the term of the agreement extends beyond the termination of any trusts established under this trust and beyond the period that is required for an interest created under this trust to vest in order to be valid under the rule against perpetuities. My Trustee may enter into any contracts, covenants, and warranty agreements that my Trustee deems appropriate.

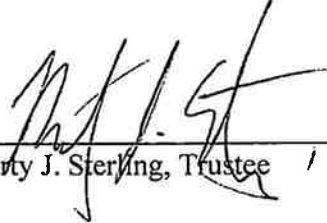
My Trustee may encumber any trust property by mortgages, pledges, or otherwise, and may negotiate, refinance, or enter into any mortgage or other secured or unsecured financial arrangement, whether as a mortgagee or mortgagor. The term may extend beyond the trust's termination and beyond the period required for an interest created under this trust to vest in order to be valid under the rule against perpetuities.

My Trustee may enter into, negotiate, or modify the terms of any mortgage or any other secured or unsecured agreement granted in connection with any loan entered into by me individually or by any Trustee, and may release or foreclose on any mortgage or security interest payable to me or to the trust.

My Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. My Trustee may accept deeds instead of foreclosing.

5. There are no restrictions on the Trustee powers described above.

6. This Memorandum is signed on August 1, 2020.

 Trustee
Marty J. Sterling, Trustee

*****SEE ATTACHED PAGE FOR NOTARY ACKNOWLEDGMENT*****

This Instrument prepared by:
Ashley Ryan Sorgen
Marie Mirro Edmonds Co., L.P.A.

Memorandum of Trust
Page 2 of 3

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

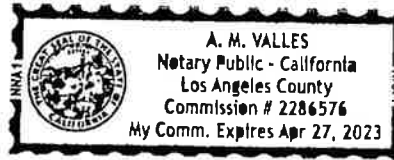
On August 1st 2020 before me, A.M. VALLES, NOTARY PUBLIC
personally appeared MARTY J. STERLING, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: Memorandum of Trust Document Date: 8-1-2020
Number of Pages: 3 Signer(s) Other Than Named Above: N/A
Additional Information:

Memorandum of Trust
Page 3 of 3

CUYAHOGA COUNTY ROAD RECORD

Vol U Page 45

BOSTON ROAD EXTENSION ESTABLISHMENT

R E S O L U T I O N

Resolution ordering all proceedings copied into the Road Record of Cuyahoga County.

BE IT RESOLVED by the Board of County Commissioners of Cuyahoga County, Ohio, that all proceedings taken in the matter of the establishment and improvement of Boston Rd. Extension, from Ridge Road to State Road, in the Village of North Royalton, in Cuyahoga and Medina Counties, be placed upon the proper Road Records of the County of Cuyahoga.

On Motion of Commissioner Gorman, seconded by Commissioner Curry, the foregoing resolution was duly adopted.

Ayes: Gorman, Curry.

Nays: None.

Resolution Adopted.

GEO. H. STAFLEK, Clerk

J 102 - 378

March 11th, 1941.

.....

Sept. 24, 1964

BOSTON ROAD ESTABLISHED

I hereby certify that this resolution is an exact copy of Cuyahoga County Road Record Vol. U Page 45.


Chief Deputy County Engineer

Oct 1, 1964
Cancelled

notes outlined in red & green
were established as Boston
and Extension. Volume N.
page 45 of Arizona County
Records.

9 12 - O'CLOCK A.M.
P.M.

AND WHERE ... ED ON

RECEIVED JAN 17 1966

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

IN THE COURT OF COMMON PLEAS

Land Court

No. 1629

IN THE MATTER OF ACCEPTANCE OF A
CERTIFIED COPY OF EMINENT DOMAIN
PROCEEDINGS HAD BY THE BOARD OF
COUNTY COMMISSIONERS OF CUYAHOGA
COUNTY, OHIO, FOR REGISTRATION
UNDER THE TORRENS LAW.

JOURNAL ENTRY

This matter came on for hearing on the application of Donald F. Lybarger as County Recorder of Cuyahoga County, Ohio, for instructions as to his duty to accept for filing and registration on the Torrens Registry a certified copy of eminent domain proceedings had by and before the Board of County Commissioners of Cuyahoga County, Ohio, to locate, establish, alter, widen, straighten, or change county roads.

Upon consideration whereof the said County Recorder is instructed and ordered to accept for filing and registration on the Torrens Registry certified copies of such eminent domain proceedings had by and before ~~the Board of County Commissioners of Cuyahoga County, Ohio, pertaining to the~~ location, establishment, alteration, widening, straightening, or changing the direction of county roads and that memorials thereof be made on the last registered certificates of title of the lands involved in such proceedings.

(signed) Samuel E. Kramer

J u d g e .

Approved:

Frank T. Cullitan
Pros. Atty.
By (signed) Saul Danaceau
Ass't. Pros. Atty.

Donald F. Lybarger, County Recorder
By (signed) Albert B. Lemley,
Deputy.

see sheet 14
for extension

5.

Description
Easement to be Acquired for Slope Purposes
From Property of The New York Trust Company
In re Boston Road Extension Establishment
Village of North Royalton

Situated in the Village of North Royalton, County of Cuyahoga, State of Ohio, and being part of Section 15 Royalton Township, and further described as follows:

Southerly Parcel

Beginning at the intersection of the southeasterly line of Boston Road Extension proposed, as shown on Cuyahoga County Engineer's Report Map No. N-3755, and the easterly line of land conveyed to The New York Trust Company by Torrens Certificate No. 30405 of Cuyahoga County Torrens Certificate Record;

Thence southerly along said easterly line of land so conveyed about 10 feet to a point;

Thence southwesterly about 105 feet to a point that is 14 feet southeasterly from the southeasterly line of Boston Road Extension proposed;

Thence southwesterly about 103 feet to the southeasterly line of Boston Road Extension proposed;

Thence northeasterly along said southeasterly line of Boston Road Extension proposed to the place of beginning, containing about .038 acre of land.

Northerly Parcel

Beginning at the intersection of the northwesterly line of Boston Road Extension proposed, as shown on Cuyahoga County Engineer's Report Map No. N-3755, and the easterly line of land conveyed to The New York Trust Company by Torrens Certificate No. 30405 of Cuyahoga County Torrens Certificate Record;

Thence northerly along said easterly line of land so conveyed about 25 feet to a point;

Thence southwesterly about 40 feet to a point that is about 14 feet northwesterly from the northwesterly line of Boston Road Extension proposed;

Thence southwesterly about 195 feet to a point that is about 14 feet northwesterly from the northwesterly line of Boston Road Extension proposed;

Thence southwesterly about 295 feet to a point that is 24 feet northwesterly from the northwesterly line of Boston Road Extension proposed;

Thence southwesterly about 150 feet to the northwesterly line of Boston Road Extension proposed;

Thence northeasterly along said northwesterly line of Boston Road Extension proposed, to the place of beginning, containing about .298 acre of land.

N-3755
 Created by [Signature]
 April 1, 1943
 M-170

6.

Description
 Boston Road Extension Establishment
 From State Road to Boston
 Village of North Royalton

Situated in the Village of North Royalton, County of Cuyahoga, State of Ohio, being part of Sections 15 and 16 Royalton Township, and being a strip of land 60 feet wide, lying 30 feet on each side of the following described center line:

Beginning at the intersection of the center line of State Road and the center line of Wiltshire Road;

Thence North $89^{\circ} 18' 30''$ West, along the prolongation of the center line of Wiltshire Road, 758.13 feet to a point of curve;

Thence southwesterly along the arc of a curve deflecting to the left 966.28 feet to a point of tangency, said arc having a radius of 1909.86 feet and a chord that bears South $76^{\circ} 11' 51''$ West, 956.00 feet;

Thence South $61^{\circ} 42' 12''$ West, 1925.81 feet to a point of curve;

Thence southwesterly along the arc of a curve deflecting to the right 957.71 feet to a point of tangency in the center line of Boston Road, 60 feet wide, as established in Volume A, Page 280, of Cuyahoga County Road Records, said arc having a radius of 1909.86 feet and a chord that bears South $76^{\circ} 04' 08''$ West, 947.71 feet, said point of tangency being South $89^{\circ} 33' 55''$ East, 2147.00 feet from a stone monument at the intersection of the center line of Ridge Road and the center line of Boston Road, as established in Volume A as aforesaid.

Checked by Ch. Fiske
 March 29, 1940
 WM-MFG
 M-3755

BOSTON ROAD EXTENSION ESTABLISHMENT AND IMPROVEMENT

Resolution approving plat and survey plans, profiles and specifications filed in the office of The Board of County Commissioners of Cuyahoga County, Ohio; fixing date of hearing of claims for compensation for damages.

WHEREAS, The Board of County Commissioners of Cuyahoga County, Ohio have held a final hearing for the extension establishment of Boston Road in the Village of North Royalton, limits of said improvement being from Ridge Road to State Road; and

WHEREAS, the County Engineer, pursuant to order of the Board, has filed his plat and survey, plans, profile and specification of said improvement; and

WHEREAS, on the 17th day of May, 1940, at a meeting of this Board held in the office of the Board of County Commissioners, the Board heard all objections to said improvement and all claims for damages sustained on account of said improvement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cuyahoga County, Ohio, that said plat and survey, plans, profiles and specifications be and are hereby accepted and approved.

Be It Further Resolved that the Clerk of this Board be and is hereby instructed to cause to be published in a newspaper of general circulation in Cuyahoga County once a week for a period of two weeks notice that a resolution has been adopted providing for said improvement and that the copies of the surveys, plans, profiles, cross sections and specifications are on file in the office of the Board of County Commissioners of Cuyahoga County, Ohio, for the inspection of all persons interested therein and that the Board will receive and hear claims for damages by reason thereof at the place and time so fixed for hearing same.

Be It Further Resolved that a hearing on all claims for compensation and damages on account of the extension and establishment of Boston Road and improvement of said road shall be held on the 11th day of June, 1940 at 10:30 o'clock at the office of the Board of County Commissioners of Cuyahoga County, Ohio, New Courthouse, Cleveland, Ohio, and that notice of said meeting is hereby ordered to be given to the owners through or upon whose land said road is to be established and improved, which notice is to be served on the owners personally or by leaving a copy of the same at usual place of residence at least two weeks prior to the date of hearing and proof of service of such notice shall be made by affidavit of the person serving said notice and John O. McWilliams, County Engineer or some of his deputies is hereby designated to serve said notice on motion of the Commission.

On Motion of Commissioner Reynolds, seconded by Commissioner Curry, the foregoing resolution was duly adopted.

Ayes: Curry-Reynolds.

Nays: None.

Resolution Adopted.

J. 100 P. 776

GEO. H. STAHLER, Clerk

May 17th, 1940.

BOSTON ROAD EXTENSION AND IMPROVEMENT

Resolution directing Clerk of Board to advertise date for hearing of claims for compensation and damages in behalf of non-residents.

WHEREAS, on the 5th day of April, 1940, a resolution was adopted by the Board of County Commissioners of Cuyahoga County, Ohio, determining that public convenience and welfare required that Boston Road from the intersection of present Wiltshire Road and State Road Easterly to Boston Road, in the Village of North Royalton, Cuyahoga County, Ohio, be extended and improved; and

WHEREAS, the date of view and final hearing were fixed as of the 29th day of April and the 30th day of April, 1940, respectively; and

WHEREAS, notice of same was duly published as required by law; and

WHEREAS, on April 30th, 1940, a resolution was adopted by this Board declaring improvement of sufficient public importance to have plat and survey made; and

WHEREAS, on May 17th, 1940, the Board adopted a resolution approving plat and survey plans, profiles, and specifications filed in the office of the Board of County Commissioners, and fixing date for hearing of claims for compensation and damages as of June 11th, 1940; and

WHEREAS, May 24th, 1940, the Board adopted a resolution instructing Cuyahoga County Engineer to prepare tentative estimate of joint improvement, grading to full width, including slopes; and

WHEREAS, the date fixed for hearing upon claims was continued from time to time; and

WHEREAS, the County Engineer was directed to serve notice on all persons interested in the extension and improvement of Boston Road, as aforesaid, personally or by leaving a copy of the notice setting forth the date set for hearing claims for compensation and damages by reason of same; and

WHEREAS, the County Engineer through his Deputy, Paul Fedek, has reported to this Board that he is unable to locate the following party:

The New York Trust Company

owner of property through or upon which said improvement is to be made for the reason that said owner is a non-resident of Cuyahoga County; and

WHEREAS, the County Commissioners shall cause notice of the time and place of said hearing to be given to such owner whose address is unknown, by publication, once each week for two consecutive weeks in a newspaper published and having general circulation in said County.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cuyahoga County, Ohio, that the Clerk be, and he is, hereby directed to publish a notice as required by law, for the benefit of the owner of land whose property will be affected by said extension and improvement of Boston Road and

14

Description
Easement to be Acquired for Slope Purposes
From Property of The New York Trust Company
In re: Boston Road Extension Establishment
Village of North Royalton

Situated in the Village of North Royalton, County of Cuyahoga, State of Ohio, and being part of Section 15, Royalton Township, and is further described as follows:

Southerly Parcel

Beginning at the intersection of the southeasterly line of Boston Road Extension proposed, as shown on Cuyahoga County Engineer's Report Map No. M-3755, and the easterly line of land registered in The New York Trust Company by Torrens Certificate of Title No. 30405 of Cuyahoga County Torrens Certificate Record;

Thence South $0^{\circ} 23' 30''$ East along said easterly line of land so registered 10 feet to a stake;

Thence South $67^{\circ} 29' 50''$ West 97.11 feet to a stake that is 14 feet southeasterly from the southeasterly line of Boston Road Extension proposed;

Thence South $80^{\circ} 59' 10''$ West 102.88 feet to the southeasterly line of Boston Road Extension proposed;

Thence northeasterly along said southeasterly line of Boston Road Extension proposed, on a curved line deflecting to the left 201.55 feet to the place of beginning, said curved line has a radius of 1939.86 feet and a chord which bears North $71^{\circ} 41' 22''$ East, 201.46 feet.

The above described parcel of land contains 0.041 acres of land.

Northerly Parcel

Beginning at the intersection of the northwesterly line of Boston Road Extension proposed, as shown on Cuyahoga County Engineer's Report Map No. M-3755, and the easterly line of land registered in The New York Trust Company by Torrens Certificate of Title No. 30405 of Cuyahoga County Torrens Certificate Record;

Thence North $0^{\circ} 23' 30''$ West along said easterly line of land so registered 25 feet to a stake;

Thence South $51^{\circ} 20' 00''$ West, 31.79 feet to a stake that is 14 feet northwesterly from the northwesterly line of Boston Road Extension proposed;

Thence South $71^{\circ} 40' 00''$ West, 195.30 feet to a stake that is 14 feet northwesterly from the northwesterly line of Boston Road Extension proposed;

Thence South $81^{\circ} 07' 20''$ West, 292.17 feet to a stake that is 24 feet northwesterly from the northwesterly line of Boston Road Extension proposed;

Thence South $76^{\circ} 37' 50''$ West, 148.61 feet to the northwesterly line of Boston Road Extension proposed;

Thence northeasterly along said northwesterly line of Boston Road Extension proposed, on a curved line deflecting to the left, 661.21 feet to the place of beginning, said curved line has a radius of 1879.86 feet and a chord which bears North $78^{\circ} 05' 23''$ East, 657.80 feet.

The above described Parcel of land contains 0.279 acres of land.

M-3755

Checked by

April 1, 1940

WM-MFG-GH/HFB:ha

Revised 3-31-42

Description
 Easement to be Acquired for Road Purposes
 From Property of The New York Trust Company
 In re Boston Road Extension Establishment
 Village of North Royalton

Situated in the Village of North Royalton, County of Cuyahoga, State of Ohio, and being part of Section 15 Royalton Township, and further described as follows:

Beginning at the southeast corner of land registered in The New York Trust Company by Torrens Certificate of Title No. 30405, as recorded in Cuyahoga County Torrens Certificate Record;

Thence North $00^{\circ} 23' 30''$ West, along the easterly line of land so registered, 101.17 feet to the southeasterly line of Boston Road Extension proposed 60 feet wide as shown on Cuyahoga County Engineer's Report Map No. M-3755, and the principal place of beginning;

Thence southwesterly along said southeasterly line of Boston Road Extension proposed, on the arc of a curve deflecting to the right 233.74 feet to the northerly line of Boston Road, 60 feet wide, as established in Volume A, Page 280, of Cuyahoga County Road Records, said arc having a radius of 1939.86 feet and a chord that bears South $72^{\circ} 09' 54''$ West, 233.59 feet;

Thence South $89^{\circ} 54' 15''$ West, along said northerly line of Boston Road, 478.73 feet to a point of curve and the northwesterly line of Boston Road Extension proposed;

Thence northeasterly along said northwesterly line on the arc of a curve deflecting to the left 718.23 feet to the easterly line of land registered in The New York Trust Company, as aforesaid, said arc having a radius of 1879.86 feet and a chord that bears North $78^{\circ} 57' 32''$ East, 713.87 feet;

Thence South $00^{\circ} 23' 30''$ East, along said easterly line 64.37 feet to the southeasterly line of Boston Road Extension proposed and the place of beginning, containing about .523 acre of land.

M-3755
 Checked by _____
 March 30, 1940
 WM-MFG-GH

THIS LEASE, Made and entered into this 17th of October

A. D., 1956

by and between Mary S. Marty and A. H. Marty, wife and husband

99 North St., Columbus, Franklin County, Ohio

hereinafter called the Lessor and

THE OHIO FUEL GAS COMPANY, an Ohio corporation, called the Lessee.

WITNESSETH: That Lessor, in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby grant to the Lessee all the oil and gas in and under the lands hereinafter described, together with the exclusive right at all times to enter thereon and drill for, produce and market oil and gas and the exclusive right to inject, store and remove gas, in and from the oil and gas strata underlying said premises, regardless of the source of such gas or the location of the means of so doing, and to possess, use and occupy so much of said premises as is necessary and convenient for the purposes herein specified for a term of one year from the date hereof, or until the expiration of the term so specified, and stored therein

Section No. 139, Township of RoyaltonCounty of Cuyahoga and State of Ohio, bounded substantially as follows:On the North by the lands of Anthony Victor, Julia CheckOn the East by the lands of L. Sustersich, R. Deutsch, Jos. KrejciOn the South by the lands of Cuyahoga County line, M. A. MalloyM. A. Malloy, Ridge Rd., Julia Checkcontaining one hundred thirty-nine (139) acres, more or less.

If, at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence and so much longer thereafter as oil or gas is found on said premises in paying quantity, or said premises are utilized for storage purposes. No well shall be drilled within 300 feet of the barn or dwelling on said premises without the consent of Lessor. *

In consideration of the premises the said parties covenant and agree as follows:

Lessee shall deliver to the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises.

Lessee shall pay to Lessor Twenty Cents (20c) per thousand cubic feet for one eighth (1/8) of all gas marketed from said premises except casinghead gas. Measurement shall be on a Ten (10) ounce pressure basis above 14.4 pounds atmospheric pressure and in keeping with the other rules and conditions governing the measurement of gas in Ohio. Payment of royalty on gas marketed during any calendar month shall be made on or before the twentieth (20th) of the following month.

Lessee shall have the right to utilize any well on the premises herein described as a storage well, whereupon the gas royalty provisions in the preceding paragraph herein shall terminate as to each such well so utilized, and Lessee shall thereafter pay to Lessor for each such well Two Hundred (\$200.00) Dollars per annum, payable quarterly beginning as of the date of the utilization of each such well for storage purposes and continuing as to each such well so long as it is used for storage purposes or until Lessee shall have surrendered this lease.

In the event Lessee shall utilize any well on the premises as a storage well, it shall have the right to inject therein gas of any kind regardless of the source thereof, and to remove therefrom such gas together with the natural product of such well by such means as Lessee may choose, and to install and maintain on said premises such additional equipment to do such things as may be necessary and convenient for such purposes.

Lessee shall pay to Lessor for casinghead gas marketed from any oil well, twenty-five dollars (\$25.00) per year, payable annually, from the time and while such casinghead gas is marketed.

Lessee shall drill a well producing oil or gas in paying quantity or a well to be utilized for storage purposes on said premises within three months from this date or pay to Lessor Thirty-four and 75/100 - - - - -

Dollars (\$ 34.75) each three months thereafter until such well is drilled or this lease surrendered. If a gas well is drilled on the premises, the portion of the rental which has been paid for delay, the unexpired portion of said rental shall be a credit on the gas well rental. When the last well operated under this lease is abandoned, then Lessee, if it elects to hold this lease, shall resume the payment of the land rentals provided for herein and continue the same until a well producing oil or gas in paying quantity, or a well to be utilized for storage is drilled or this lease surrendered.

Lessee shall bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and shall pay all damage to growing crops caused by operations under this lease.

Lessor may lay a line to any gas producing or storage well on said lands and take gas therefrom for use for light and heat in one dwelling house on said land, at Lessor's own risk, subject to the use and the right of abandonment of the well by Lessee. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken each year shall be paid for at the rate provided in the current established schedule of rates filed with the Public Utilities Commission of Ohio applicable in the immediate vicinity of the point at which gas is to be delivered to Lessor. If no established schedule of rates is applicable in that vicinity, then the rate prevailing in the nearest municipality served by The Ohio Fuel Gas Company shall apply. Lessor agrees to pay for all gas so delivered within ten (10) days after the bill for the monthly reading period has been issued, and any such payment that becomes delinquent may be deducted from subsequent payments due Lessor under this lease. Measurement and regulation shall be by meter and regulators set at the tap at the well. This privilege is upon condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas. Lessee shall also pay Lessor \$40.00 per year, or well in lieu of the free gas allowance until such time Lessor utilizes this right.

Acres, rentals, royalties or rentals on any well, or wells paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration for all the rights hereby granted, and to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing or storage wells on adjoining or adjacent premises. Should it be determined that Lessor owns only a fraction of the fee-simple in the oil and gas in the above described lands, then Lessor shall receive such fraction only of the rentals and royalties above specified. This lease shall extend to and bind any interest or estate in the oil and gas in the above described lands and in the underlying oil and gas strata hereafter acquired by Lessor.

Payment of all moneys due on this lease may be made, ~~by cash~~, to Mary S. Marty

~~by check~~ by check made payable to her order and mailed to her at 19345 Ridge Rd., North Royalton 33, Ohio.

Lessee is to have the privilege of using sufficient oil, gas, or water, for operating the premises and the right at any time during the term of this lease or within a reasonable time after its surrender or expiration to remove any machinery or fixtures placed on said premises and further, upon the payment of the Lessor of one dollar and all amounts due hereunder, Lessee shall have the right to surrender this lease or any portion thereof, by quit-claiming to Lessor the whole or any part of the leasehold it elects to surrender, or by returning to Lessor the lease with the endorsement of surrender thereon, or by filing for record in the county where the lease is recorded, the quit-claim or the endorsement of surrender, either of which shall be a valid and complete surrender of this lease as to all of the said premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto to the extent indicated in the quit-claim or surrender, and the acreage rental shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described. Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgages or any other liens upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof, the same as if Lessee were the original owner of said mortgage or lien. Lessee shall also have the right to reimburse itself by applying to the discharge of said mortgage or other lien, or payments made by it, the rentals and royalties accruing hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.
Signed and Acknowledged in the Presence of:

The Ohio Fuel Gas Company by
Garth R. Hunter as to 1 & 2
Paul A. Edgerton as to 1
Paul H. Wilson as to 2

1. Mary S. Marty
2. Albert H. Marty Jr.

All drilling operations on this leasehold shall be confined to a strip 500 feet wide along Lessor's East property line and no well shall be drilled nearer than 350 feet from either the South or North property line, with no more than three wells to be drilled. However, Lessee shall drill at least one well within one year from this date or this lease shall be surrendered. It is further agreed that all ingress and egress shall be made from either Boston Road or Cady Road with Lessor's present driveways to be left in original condition.

*If the leased premises are subdivided or allotted and a lot on which no drilling has been started, is sold and conveyed, Lessee shall, on demand in writing from the owner of the record title, make a surrender of that lot, subject to a reservation of existing pipe line rights and subject to the condition that the owner and his heirs and assigns will not drill or permit the drilling of any well for oil and gas on the lot surrendered, during the life of this lease.

Vice-President

For and in consideration of the sum of Fifteen Hundred Dollars (\$1,500.00) to be paid by the Grantee to the Grantor at the time of the execution hereof or, at the option of the Grantor, the sum of Five Hundred Dollars (\$500.00) to be paid by the Grantee to the Grantor at the time of the execution hereof and the furnishing to Grantor by Grantee of six (6) days of bulldozing work as directed by the Grantor, it being further agreed that if said bulldozing work does not require six (6) days, a further payment of One Hundred Seventy Dollars (\$170.00) for each day or part thereof shall be made to the Grantor by the Grantee, the undersigned, MARY S. MARTY, does hereby grant unto THE BUCKEYE PIPE LINE COMPANY, a corporation of Ohio, having its principal office at Dixie Highway & Buckeye Road, Lima, Ohio, its successors and assigns, a right of way over and through her lands in the Township of North Royalton Village, County of Cuyahoga and State of Ohio as same are more fully described as follows:

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being a part of Original Royalton Township, Section No. 15, and is bounded and described as follows:
Beginning at an iron monument set at a point, which point is distant North 89° 54' 15" East 117.29 feet in the center line of Boston Road, 60 feet wide, from its point of intersection with the present center line of Ridge Road 60 feet wide; thence North 89° 54' 15" East 2731.46 feet in the said center line of Boston Road to an iron monument; thence North 0° 23' 30" West 378.04 feet; thence North 1° 22' 15" East 1052.14 feet to an iron monument; thence North 0° 42' East 1727.42 feet to an iron monument in the center line of Cady Road, 60 feet wide; thence North 88° 55' West 894.90 feet in said center line of Cady Road to an iron monument; thence South 1° 41' 35" West 376.86 feet to an iron monument; thence South 1° 41' 35" West 8.95 feet; thence North 88° 55' West 217.1 feet to a point from which an iron monument set bears North 1° 41' 35" East 8.95 feet and North 88° 55' West 13.9 feet; thence South 1° 41' 35" West 1161.19 feet to a point from which an iron monument set bears North 88° 55' West 13.9 feet; thence North 88° 55' West 13.9 feet to said monument; thence North 88° 55' West 1219.90 feet to the center of Rocky River; thence North 40° 17' West 177.55 feet; thence North 13° 56' 30" West 60.58 feet; thence North 32° 16' 15" East 189.94 feet; thence North 48° 34' 20" West 109.53 feet; thence South 80° 54' West 110.31 feet; thence North 63° 26' 40" West 55.50 feet; thence North 16° 12' West 68.00 feet; thence North 15° 19' 45" West 164.26 feet; thence North 35° West 86.50 feet; thence North 3° 17' 20" West 96.84 feet; thence South 80° 49' West 45.58 feet to a point in the center line of Ridge Road aforesaid distant South 736.70 feet therein from its point of intersection with the center line of said Cady Road; thence South 1437.04 feet in the said center line of Ridge Road; thence South 89° 04' 20" East 376. feet to an iron monument; thence South 3° 07' East 860.64 feet to an iron monument; thence South 69° 06' 30" West 334.71 feet to an iron monument; thence South 13° 28' 12" West 175.56 feet to the place of beginning, together containing 139.0784 acres of land according to survey by Lander Engineering Co., January 10th, 1926, January 29, 1929, be the same more or less, but subject to all legal highways, and being the same premises described in Land Title Registration Certificate No. 76,928.

18-m-a
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B-a

for the purpose of construction, operating, maintaining, and from time to time, altering, repairing and removing one line of pipe for the transportation of petroleum, gas, or the products of either or any other liquids, gases or substances which can be transported through pipe lines, with free ingress and egress to construct, operate, maintain, and from time to time, alter, repair or remove the same.

The Grantor herein reserves the right to use the above described land except as such use may unreasonably interfere with the enjoyment by the grantee of the right of way herein granted.

The Grantee hereby agrees to pay any damages to grantor, her heirs, executors, administrators and assigns, which may arise from the construction, maintenance, operation, alteration, repair or removal of said pipe line, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the grantor, her heirs, executors, administrators or assigns, one by the grantee, its successors or assigns, and the third by the presiding Probate Judge of the Probate Court of Cuyahoga County, Ohio, and the award of such three persons, or any two of them, shall be final and conclusive.

The Grantee further agrees to hold said Grantor, her heirs, executors, administrators or assigns, harmless from any liability, including any damage or injury which might befall any other person, which may arise either directly or indirectly out of the operation by said grantee of the pipe lines passing through grantor's premises.

Said pipe line shall enter the property described herein at the point of intersection of the grantor's West property line with the Center line of Boston Road;

Thence to deflect in a northeasterly direction to a point 35 feet East of said West property line measured along the North boundary line of Boston Road; said point not to exceed 40 feet North of the center line of Boston Road measured at right angle with same; thence to continue Easterly along the North boundary line of Boston Road parallel to the said center line of Boston Road not to exceed 40 feet North of same for a distance of 262 feet; thence to deflect Northeasterly for a distance of 150 feet to a point on the west bank of the East Fork of

Rocky River, said point not to exceed 70 feet North of the center line of Boston Road; thence to continue Easterly across said branch of Rocky River parallel to the center line of Boston Road to a point 38 feet distant on the East bank of said river, said point not to exceed 70 feet North of the Center line of Boston Road; thence to deflect in a Southeasterly direction to a point 150 feet distant, said point not to exceed 40 feet North of the center line of Boston Road; thence to continue easterly along the North Boundary line of Boston Road and parallel to the center line of said road and not to exceed 40 feet North of the center line of said road to a point 400 feet distant; thence to deflect southwesterly diagonally crossing the center line of Boston Road a point 1100 feet East of the grantor's west property line measured along the center line of Boston Road.

Grantor shall have the right to build or construct driveways across pipe line. Pipe line to have a minimum of three feet of cover.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this 18th day of September, 1962.

Signed, Sealed and Delivered
in the presence of:

Howard E. Dunn

Albert H. Marty
(ALBERT H. MARTY)

Mary S. Marty
(MARY S. MARTY)

THE BUCKEYE PIPE LINE COMPANY

W. H. Fouton

By W. H. Fouton
CHIEF RIGHT OF WAY AGENT

STATE OF Ohio } SS.
COUNTY OF Madison }

Before me Howard E. Dunn, a Notary Public
the 18th day of Sept, 1962
personally appeared Albert H. Marty and Mary S. Marty

the above named grantors, and acknowledged the above instrument as their free act and deed for the uses and purposes therein mentioned, and declared they are still satisfied therewith.

Witness my hand and official seal.

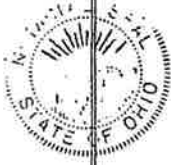
Howard E. Dunn

HOWARD E. DUNN, Notary Public
My Commission Expires June 4, 1964
HOWARD E. DUNN, Notary Public
My Commission Expires June 4, 1964

STATE OF OHIO,
 SS:
 COUNTY OF ALLEN,

Before the undersigned a Notary Public in and for the State of Ohio, personally appeared the above J. F. Reed and acknowledged that he executed the above instrument as Chief Right of Way Agent for The Buckeye Pipe Line Company and that the same is his voluntary act and deed on behalf of said Company.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my official seal at Lima, Ohio this 24th day of September, 1962.



[Signature]
 Notary Public

D. W. MAURER, Notary Public
 State of Ohio

My Commission Expires 6-22-63

This Instrument Prepared By:
 Louis H. Wieber, Atty-at-Law
 Terminal Tower
 Cleveland, Ohio

RETURN TO J. F. REED
 DRAWER R

RECORDED IN CUYAHOGA
 COUNTY RECORDS
 Vol. 116-33 Page 335
 FRANK B. DAY
 County Recorder

OCT 9 1962

RECEIVED FOR RECORD
 AT 972 M

400

[Handwritten signature]

636577

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Vol 12502: 931

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Received of THE OHIO TELEPHONE AND TELEGRAPH COMPANY

FIVE and ----- 00/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains, splicing boxes, repeaters, repeater housings, together with surface ~~testing terminals~~ markers, and other appurtenances, upon, over and under a strip of land thirty feet wide across the land which the undersigned own or in which the undersigned have any interest in

part of Original Township Section No. 15, T-5-N, R-13-W

Township of North Royalton, County of Cuyahoga, and State of Ohio, together with the following rights: Of ingress and egress to, from, and along lands adjacent to said strip for the purpose of constructing and maintaining communication systems within said strip; to place surface markers beyond said strip; to clear ~~and keep clear of all trees, rocks, brush and other obstructions~~ from the surface and subsurface of said strip and during construction to cut all trees within seven feet thereof; and to install gates in any fences crossing said strip. The southerly boundary of said thirty-foot strip shall be a line parallel to and eight feet south of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for themselves, their heirs, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems

For additional provisions, see Rider attached hereto and made part hereof.

Signed and sealed this 4 th day of February, 19 69,
at 19345 Ridge Road, North Royalton, Ohio

Signed, Sealed, and delivered in the presence of:

W. E. Agler
H. B. Agler
Harry G. Haber
Harry G. Haber

Albert H. Marty, Jr.
Albert H. Marty, Jr.

Mary S. Marty
Mary S. Marty



Cert. 76928, Page 194891
Source of Title: Deed 366

On this 4 th day of February, 19 69, before me personally appeared

Albert H. Marty and Mary S. Marty, husband and wife

to me known to be the ~~persons~~ (or persons) who executed the foregoing instrument, and acknowledged that ~~has~~ (or they) executed the same as ~~his~~ (or their) free act and deed.

My commission expires: 5-26-1972

Harry G. Haber
Notary Public

This Instrument Prepared By
J. S. VAN DE-MOTTER, Attorney at Law

43-647

RIDER

VOL 12502 932

The Ohio Telephone and Telegraph Company, (hereinafter referred to as "Company") agrees to the following conditions of use of the right of way and easement conveyed to it by ALBERT H. MARTY, JR., and MARY S. MARTY:

1. The purposes for which Company may use said right of way and easement are limited to those set forth in the deed of easement and in this Rider. No structure with a foundation will be permitted on said right of way.

2. Company shall have no right to assign the burdens or benefits created by this easement without having first obtained the written consent of Grantors to do so. Grantors will not unreasonably withhold such consent.

3. Placement of surface markers by Company will be in accordance with the characteristics of the surroundings. Such markers shall not be placed so as to interfere with the use of adjacent land. Company will, upon notice of such interference, cause such markers to be moved to a location where they will not interfere with such land.

4. Grantors may cross the property subject to this easement with roads or utility lines above or below the cables and other equipment which Company may install, provided that the exercise of this right by Grantors shall not interfere with the right of way and easement granted by Grantors to Company.

5. Company may place a manhole on the easement property. In no event will such manhole be less than ten (10) feet from the driveway presently on the property owned by Grantors. Such manhole shall be between the easterly right of way of Ridge Road and the westerly bank of The East Branch of Rocky River.

6. Company, during construction of its communication systems, will restrict its cutting of trees to a strip extending seven (7) feet south of the southerly side of the right of way herein granted.

7. The location of the easement shall be generally described as follows:

The southerly boundary of said thirty (30) foot strip, traversing west to east, entering said parcel at Ridge Road, approximately twelve hundred (1200) feet northerly of Boston Road;

Thence perpendicular to Ridge Road to a point approximately one hundred (100) feet west of the existing driveway;

Thence in a northeasterly direction approximately two hundred (200) feet to a point;

Thence in a northeasterly direction approximately six hundred (600) feet to a point so that the northerly boundary of said thirty (30) foot strip will be approximately one hundred (100) feet south of Grantors' northerly property line;

Thence in an easterly direction and parallel to said northerly property line approximately one thousand (1000) feet;

Thence in an easterly direction and exiting onto the easterly property line of this parcel into the Andel parcel, two hundred (200) feet north of the southerly line thereof.

If Company determines that the location of the easement is to be changed materially from the foregoing general description, such change may only be made with Grantors' prior written approval.

8. Company will perform all work permitted it by this right of way and easement in a good and workmanlike manner. Company, at its cost, will be responsible for all damages during construction and maintenance.

9. Company agrees that any cable or cables laid by it as a result of this easement will be buried at a minimum of four (4) feet below the ground.

10. Within a reasonable time after the completion of construction pursuant to this easement, Company will fill the right of way where necessary to restore and maintain existing surface grade and reseed the right of way and all other areas which have been affected by such construction. In

determining the time for such reseeded, consideration will be given to the suitability of the season therefor as well as to the date of completion of construction.

11. Company will not remove any of the pine trees within one hundred (100) feet east of Ridge Road.

12. With respect to any wood which is cut in the process of the construction permitted by this easement, Company will cut all burnable wood into firewood lengths and stack the same along the right of way. Company will grind all unburnable wood to chips and leave the same on the premises. Company will remove and dispose of all stumps which remain as the result of its activity in connection with this easement.

13. There is a driveway presently on the premises owned by Grantors. Such driveway will be open only long enough to permit Company to lay the cables permitted by this easement. Upon completion of the laying of such cables, Company will restone all portions of the driveway which were damaged by its construction work, so that the driveway will be restored to the condition it was in immediately prior to the commencement of such work, ordinary wear and tear excepted.

14. There is a leach bed just north of a home presently on the premises owned by the Grantors and to the south of the easement property. Company will replace the tile drain from the leach bed to the river in the area used by the Company, so as to restore such leach bed to proper working condition.

15. Company intends to cross a field lane approximately two hundred (200) feet west of a pumphouse now on the premises owned by Grantors. On the immediate southerly side of such lane there is a water and power line, existing on this property, and two gas lines, which will be taken in to consideration, in locating the Right-of-way. Company agrees that all digging in this area will be done by hand and that the water and power line will not be interrupted.

16. The parties recognize that this easement affects land of the Grantors some of which is devoted exclusively to forestry or timber growing

and which for that reason has been and is receiving favorable tax treatment in accordance with Section 5713.23 of the Ohio Revised Code. Company agrees that upon completion of its construction authorized by this easement, natural growth on such land will be allowed so that such tax classification will not be invalidated.

17. Company agrees that its full payment of all considerations for this grant on or before November 30, 1969, shall be a condition of this grant.

18. Should any of the foregoing conditions be violated, Grantors may exercise such remedies as they or either of them might have at law or in equity. Such remedies shall be cumulative and not exclusive, and the exercise of any one by Grantors shall not be deemed a waiver of any of the others. Grantors shall give Company thirty (30) days' written notice before exercising any of the foregoing remedies, except where more immediate action is required in order to prevent waste, in which event the foregoing notice requirement does not apply.

19. Company will cause a survey to be made and an exact legal description to be prepared as a result of such survey. An easement reflecting such description but otherwise the same as this one will be filed for record when such description becomes available.

20. It is Company's intention to install one (1) cable. If an additional cable or cables are desired at a later time, the damages regarding same will be negotiated at that time.

THE OHIO TELEPHONE AND TELEGRAPH COMPANY

By W. E. Agler

Albert H. Marty, Jr. Mary S. Marty
Albert H. Marty, Jr. Mary S. Marty

STATE OF OHIO
COUNTY OF CUYAHOGA, SS.

On this 4th day of February, 1969, before me personally appeared Albert R. Marty and Mary S. Marty, husband and wife to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

-4-

My commission expires:

Henry G. Hubert
Notary Public
M.C.B. 8-26-72

Vol. 125026 936

219091 / 64

205

FILED
MARK MCLEROY
COUNTY RECORDER
38 MAR 14 PM 3:28
CLERK OF DISTRICT COURT
COUNTY RECORDS
064-125026 PG 931

533212

Vol 13116 PG 709

EASEMENT

RECEIVED OF The Ohio Telephone and Telegraph Company, the sum of One Thousand Eight Hundred Dollars (\$1,800.00), in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right-of-way and easement twenty (20) feet in width and approximately one thousand eight hundred (1800) feet in length, extending from a point on Cady Road and grantors' existing roadway, thence meandering south-westerly along said existing roadway to a Manhole Site No. 33 on an existing Ohio Telephone and Telegraph Company buried cable right-of-way, over, upon and across said lands owned by the undersigned in Section 15, Township of North Royalton, County of Cuyahoga and State of Ohio, for the purpose of constructing and maintaining thereon a roadway suitable for vehicular traffic. It is understood and agreed that such roadway is for the use of Grantees for the purpose of providing access by vehicle to communication facilities and installations of grantees to be constructed on lands of the undersigned or lands adjacent thereto or in the immediate vicinity thereof.

This easement is granted upon the following reservations, rights, covenants and conditions:

1. The legal description of such easement, as prepared by Paul A. Frank, Registered Surveyor, is as follows:

Situated in the City of North Royalton, County of Cuyahoga, State of Ohio: Known as being part of Original Royalton Township Lot Number 15 bounded and described as follows:

Beginning at a point in the intersection of the centerlines of Ridge Road, S. R. 3, 60 feet wide, and Cady Road, 60 feet wide;

Thence South 88° 55' 00" East along the centerline of Cady Road, 60 feet wide, about 2404.00 feet to a point therein, said point being principal place of beginning for an access road right-of-way 20 feet wide, 10 feet on either side of the herein described line;

Thence South 09° 07' 00" East about 423.00 feet to a point;

Thence South 18° 24' 00" East about 138.00 feet to a point;

Thence South 06° 58' 00" West about 84.00 feet to a point;

Thence South 01° 19' 00" East about 112.00 feet to a point;

Thence South 11° 52' 00" West about 228.00 feet to a point;

Thence South 30° 43' 00" West about 148.00 feet to a point;

Thence South 53° 44' 00" West about 547.00 feet to a point;

Thence South 12° 12' 00" East about 124.00 feet to a service manhole located at cable station 166 and 342, be the same more or less, but subject to all legal highways.

2. The Grantors reserve to themselves, their heirs, executors, administrators, successors and assigns the right to use said easement and any.

roadway constructed thereon, for such purposes as they deem proper and necessary, including the right to permit adjacent property owners to use the same, but in any way not inconsistent with the rights herein granted.

3. The purpose for which the Company may use said right-of-way and easement are limited to those set forth in this Deed of Easement and no structure with a foundation will be permitted on said right-of-way.

4. Placement of surface markers by the Company will be in accordance with the characteristics of the surroundings. Any such markers shall not be placed so as to interfere with the use of adjacent land and the Company will, upon notice of such interference, cause such markers to be moved to a location where they will not interfere with said land.

5. The Grantors may cross the property subject to this easement with roads or utility lines provided that the exercise of this right by Grantors shall not be inconsistent with the right-of-way and easement granted by the Grantors to the Company.

6. Company, during construction of this roadway, will not cut trees without the approval of the Grantors, and wherever possible will use the route of the existing roadway.

7. Company will perform all work in a good and workmanlike manner, be responsible for any damages caused by construction or maintenance of the roadway, and keep the premises free and clear of any and all mechanic's liens or claims or judgments by Company's work.

8. If at any time hereafter, Grantors or their assigns shall request said roadway to be relocated or changed, it is mutually understood and agreed that Grantee will, upon one hundred twenty (120) days' written notice, at its own expense, reroute or make such change, on lands provided by the Grantors or their assigns, as may be necessary and reasonable to comply with the request of Grantors.

9. In the event said road or the gate to it becomes eroded, damaged, or worn to the extent repairs are necessary, the Company will make such repairs within thirty (30) days of the receipt of written notice from the Grantors or their assigns, unless the Company makes other arrangements with the Grantors. If after such thirty (30) days' notice the Company has made no arrangements with the Grantors for such repairs, the Grantors may make reasonable repairs required to protect the property, at the Company's expense. It is agreed that whenever the Company uses the said road it will keep the said gate locked upon leaving said premises.

Should any of the terms, conditions or covenants of this easement be violated the Grantors may exercise such remedies which they or either of them may have at law or in equity. The exercise by the Grantors of one remedy shall not be deemed a waiver of the others. The Grantors shall give the Company thirty (30) days' written notice before exercising any such remedy, except where more immediate action is required in order to prevent waste.

Signed and sealed this 4th day of May, 1972, at 19345 Ridge Road, North Royalton, Ohio.

Witnesses:

Les R. Sparr
Eleanor M. Dyck


Albert H. Marty, Jr.
Mary S. Marty

VOL 13116 PG 711

STATE OF OHIO :
: SS.
COUNTY OF CUYAHOGA :

Source of Title: Deed Book 76928, Page 194891

On this 4th day of May, 1972, before me, a Notary Public
in and for said county and state personally appeared ALBERT H. MARTY, JR., and
MARY S. MARTY, husband and wife, to me known to be the persons described in,
and who executed the foregoing instrument, and acknowledged that they exe-
cuted the same as their free act and deed.


Ernest J. Bartko
Ernest J. Bartko, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03-8-01
My Commission Expires _____

This instrument prepared by:
Harold Fallon, Attorney at Law
2500 Terminal Tower
Cleveland, Ohio 44113

533212/83

RECORDED
MARK McELROY
COUNTY RECORDER

JUL 13 1 18 PM '72

CUYAHOGA
COUNTY RECORDS
VOL 13116 PG 709

AMERICAN TELEPHONE and TELEGRAPH
2509 PARKWAY PLAZA
MAUMEE, OHIO 43537

100

AFTER RECORDING RETURN TO:

Route: HIRAM-BERLIN HGTS A CABLE
Marker #: 252-261+30

AT&T
RIGHT OF WAY DEPT. PA143
1200 PEACHTREE ST., NE
ATLANTA, GA. 30309

CUYAHOGA COUNTY RECORDER
199812030114 PAGE 1 of 2

PARTIAL RELEASE OF EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, Ohio Telephone and Telegraph Company (AT&T Corp.) hereby quitclaims and releases unto Albert H. and Mary S. Marty, the easement rights, privileges and authority granted to it in the following described real property in Cuyahoga County, Ohio, to wit:

One Access Road, 10 feet wide and 2,112 feet long, used by AT&T for access by vehicle to communication facilities and installations.

All that part of the right of way and easement granted to it by the following instruments of Record in the office of the Cuyahoga County Recorder in the State of Ohio, and recorded July 19, 1972, in Book 76929, Page 709 of Volume 13116.

This **partial** Release more specifically releases only the easement rights that lie within the boundaries of the certain real property described as Access Road

AT&T Communications, Inc. hereby reserves to itself, its successors and assigns, all of its rights, title and interest in and to any and all portions of said easement not hereby quitclaimed.

Executed this 26th day of October, 19 98.

AT&T COMMUNICATIONS, INC. as agent
for, American Telephone and Telegraph Co.

BY:

Eric Koyanagi
Eric Koyanagi

TITLE: Manager-Life Cycle Management
Engineering and Right of Way

TRANSFER NOT REQUIRED

DEC 3 - 1998

[Signature]
CUY. COUNTY AUDITOR

Partial release
a/o 7-24-95

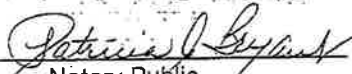
THOMAS J. NEFF, P. E., P. S.	
COUNTY ENGINEER	
TAX MAP DIVISION	
APPROVED FOR	<u>TNR</u>
RECORD	_____
TRANSFER	_____
SPLIT	_____

STATE OF GEORGIA

COUNTY OF Cobb

I, the undersigned authority a Notary Public, in and for the County and State aforesaid,
DO HEREBY CERTIFY that ERIC KOYANAGI, personally known to me to be
the Manager--Outside Plant Cable Engineering and Right of Way of AT&T
Communications, Inc., acknowledged before me that the foregoing instrument was
executed voluntarily on behalf of said corporation under the powers granted by its
Board of Directors.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this
26th day of October, 19 98.


Notary Public

Patricia A. Bryant
Notary Public, Cobb County, Georgia
My Commission Expires October 14, 2002

Partial release
a/o 7-24-95

1. התאחדות העובדים
2. התאחדות העובדים
3. התאחדות העובדים
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9. התאחדות העובדים
10. התאחדות העובדים

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group and the experimental group. The control group received a standard diet, while the experimental group received a diet supplemented with 0.5% of the active ingredient. The subjects were then subjected to a 12-week period of physical training. The results of the study are presented in the form of a bar chart, showing the mean values and standard deviation for each group.

634101

EASEMENT

FOR AND IN CONSIDERATION OF THE sum of FIVE HUNDRED DOLLARS (\$500.00), the receipt of which is hereby acknowledged, the undersigned ALBERT H. MARTY and MARY S. MARTY (HUSBAND AND WIFE) do hereby grant unto BUCKEYE PIPE LINE COMPANY, its successors and assigns, the right to construct and maintain one (1) gate valve, with necessary fixtures, appurtenances and housing attached to or located over its pipe line situated on lands in Section 15, Original Township of Royalton, County of Cuyahoga and State of Ohio, bounded and described as follows:

North - Cady Road

East - Centerline of East Fork Rocky River

South - Boston Road

West - Ridge Road

Together with free ingress and egress to the nearest point on Boston Road and from same for the operation, maintenance, alteration, repair and removal of the facilities above-described.

Said gate valve and fixtures to be installed West of and within 100'-0 of the centerline of East Fork Rocky River, and to be confined to a plot of ground not to exceed 10 feet square over said line.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27 day of June, 1973.

Signed, sealed and delivered in the presence of:

Leo R. Spann
Leo R. Spann
Eleanor M. Dzeak
Eleanor M. Dzeak

Albert H. Marty
Albert H. Marty
Mary S. Marty
Mary S. Marty

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS.

BEFORE ME, a Notary Public in and for said County and State, the 27 day of June, 1973, personally appeared Albert H. Marty and Mary S. Marty the above named Grantors, and acknowledged the above instrument as their free act and deed for the uses and purposes therein mentioned, and declare that they are still satisfied therewith.

Witness my hand and official seal.

THIS INSTRUMENT
PREPARED BY
R. W. MAURER, ATTORNEY
DRAFTER "104"
LIMA, OHIO

Ernest J. Barthe
Ernest J. Barthe, Notary Public
My commission has no expiration date,
Section 147.03 R.C.

STYLE DE CHLOE

[illegible]

10-10-68

FROM 2522 TO 276 OBSERVATION: 1877-1880

[illegible]

72-25 7-22426 72427

2045 - 2049: Price

NOTE - CONTINUING TO PAGE 1004

57 20% 2012:

100-443887-100

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CONFIDENTIAL - THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

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LOS VAO IN CONNECTION WITH THE CASE OF THE JACOBSON LETTERS. (P. 1)

RECORDER'S NOTE:

THIN PAPER WITH TYPING
SHOWING THROUGH ON THE BACK.

00000000

634101

029144

OIL AND GAS LEASE

26
Dec.

February 1990 This Agreement made and entered into this 8TH day of December, 1990, by and between MARY MARTY, a single person, of 19345 Ridge Road, North Royalton, Ohio 44133, (hereinafter referred to as "Lessor") and TWINOAKS OIL & GAS COMPANY of P. O. Box 57, Chagrin Falls, Ohio 44022, or Central Avenue, Utica, Ohio 43080, (hereinafter referred to as "Lessee").

W I T N E S S E T H

1. Lessor, for and in consideration of the sum of One and no/100 Dollar (\$1.00), receipt of which is hereby acknowledged, and the covenants and agreements contained herein on the part of the Lessee, to be paid, kept and performed, hereby grants unto Lessee all of the oil and gas in and under the land hereinafter described, and leases and lets unto Lessee for the purposes of exploring, drilling, deepening, operating for, producing, removing and marketing with rights of way for certain road and pipelines and incident to wells located on said lands only, concerning:

ALL of that certain tract of land situated in Section 15, Royalton Township, Cuyahoga County, State of Ohio, bounded substantially as follows: See Exhibit "A" attached hereto and incorporated herein ("Leased Premises").

2. Subject to other provisions herein contained, this Lease shall remain in force for a period of one (1) year from the date hereof, (primary term), and so much longer thereafter as oil and gas or either of them is produced in paying quantities and marketed from the Leased Premises described (or shut-in payments as herein provided are paid to Lessor [extended term]).

3. In consideration of the Leased Premises, the Lessee covenants and agrees:

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of costs except taxes applicable thereto, the equal 3/16ths part of all oil produced and saved from the said lands, or at Lessor's option, to pay Lessor 18.75% of the gross selling price of all oil produced and saved therefrom, without deductions of any kind, except for taxes applicable to the production.

(B) To pay to the Lessor as royalty for gas produced and sold from said land, 18.75% of the gross selling price of all gas including transportation fees paid by East Ohio or others, and casinghead gas, sold from said land, without deductions of any kind, except for taxes applicable to the production.

(C) Payment of royalty on oil or gas marketed shall be made by Lessee within thirty (30) days of receipt of such funds. The check or statement shall include well designation, dates, total production for the well and percentage interest per well and all appropriate production information to inform the Lessor what is covered by the check.

4. Lessee may not of its own volition, shut-in production without Lessor's approval; provided, however, Lessor may not unreasonably withhold approval, and provided further, Lessor approval is not required for Lessee to make repairs. This does not restrict a shut-in of the wells caused for Force Majeure, as defined below; however, Force Majeure does not include the failure of any purchaser to purchase gas or oil, or the Lessee to market the gas or oil. If any well on said land is shut-in for any reason other than Force Majeure, and oil or gas from that well is not sold for a continuous period of ninety (90) days, Lessee shall pay Lessor a non-refundable payment of One Hundred Dollars (\$100.00) per month, per well shut-in rental, retroactive to the date of shut-in. Said

payment shall be continued on a monthly basis thereafter until said well is placed back into production, plugged and abandoned or sold as herein provided.

(A) Should Lessee fail to make shut-in payments as herein provided, Lessee shall offer to sell such well(s) to Lessor, and if Lessor refuses to purchase said well or wells, Lessee shall plug and abandon same. Paragraphs 18 and 22 shall apply to such purchase. Lessee shall in all cases use due diligence in restoring production and marketing to optimum levels. The Lessee shall have ninety (90) days to evaluate a blowout or failure of producing well before shut-in payments must begin.

(B) In the event Lessee is unable to perform by reason of Force Majeure, any act or acts contemplated by this Lease, this Lease shall nevertheless remain in full force and effect until Lessee can perform said act or acts.

(C) Force Majeure is defined as acts of God, including without limitation public enemy, strikes, riots, injunctions or other interferences through legal proceedings, breakage or accident to machinery or line of pipe, washouts, earthquakes, storms, freezing of lines or wells, blowouts, or the compliance with any statute, either state or federal, or with any order of the federal government or any branch thereof, or of the government of the state wherein the Leased Premises is situated, or of any causes not due to the fault of such party, or causes not within the control of any party, or is caused by the necessity of making repairs or alterations to the wells, including all personal property related thereto. Lessee must notify Lessor of any claimed Force Majeure, provide full details concerning same and promptly attempt to rectify any claimed Force Majeure. Shut-in rentals are to be paid as provided in Paragraph 4 above.

5. If the drilling of a new well or deepening of an existing well is not commenced on the Leased Premises within one year from the date hereof, this Lease shall terminate. Lessee agrees to make reasonable efforts to deepen an existing well within the initial nine months.

(A) The first of the existing wells shall be deepened and shall be put into production within four months of the date drilling is completed, or said well shall be considered shut-in as of that later date and the provisions of Section 4 shall apply. Deepening of the second existing well shall commence within eighteen (18) months of the date hereof and shall be put into production within four (4) months of the date drilling is completed, or said well shall be considered shut-in as of that later date and the provisions of Section 4 hereof shall apply. Lack of production is not to be considered a Force Majeure unless lack of production is related to an act within the definition of Force Majeure.

(B) Local law does not permit the drilling of a new well. Lessor will cooperate with Lessee in attempting to change said law, but at no cost to Lessor. Provided local law permits the drilling of a new well, and if a third well is not drilled and put into production as above within ~~four (4)~~ ^{M.S.M.} four (4) years of the date of the within lease, all leasehold acreage, except forty (40) acres (as nearly as possible in the shape of a square around each well existing as of this date in writing on a plat or map submitted by Lessee and approved by Lessor) shall be released by Lessee from this Lease, and Lessee shall record a proper release as described; provided, however, Lessee may avoid the release of this acreage if Lessee pays Lessor \$200 per month as rental to retain this portion of the Leased Premises. Lessor may not unreasonably withhold approval of said plat or map. This release shall

not affect the validity of this Lease or Lessee's pipelines, and pipeline rights-of-way. Thereafter, if acreage no longer subject to this Lease is leased to a third party, a well may not be drilled within one thousand (1,000) feet of any well subject to this Lease.

6. Lessor hereby reserves the right to receive Three Hundred Thousand (300,000) cubic feet of free gas per year, per well, from the wells on this Lease. If there is only one well producing, Lessor is entitled to receive Four Hundred Fifty Thousand (450,000) cubic feet of free gas per year.

(A) As long as any well on this Lease is capable of producing gas sufficient to supply the Lessor with such gas as set forth in this Lease, Lessee will provide such gas. In the event such well(s) is/are not capable of providing such gas to the Lessor, Lessee will make gas available to Lessor from a public utility, or any other source available to Lessee. Notwithstanding the source of gas, Lessee shall make available, without cost to Lessor, 300,000 cubic feet of gas per annum, per well, or 450,000 cubic feet per annum if there is only one well in production. Any excess gas utilized by Lessor in excess of said amounts shall be paid for by Lessor at the field Market price, if gas is available from the wells, or at the utility price if it is necessary to take excess gas from the utility line. Lessee's obligation to provide said gas shall continue during the term of this Lease, and said right to free gas shall be for the benefit of the Lessor, her heirs and assigns.

(B)(1) Lessee shall prior to the commencement of drilling, construct a pipeline with meter and appropriate valves as prescribed by Columbia Gas of Ohio, Inc. from the public utility line to within twenty (20') feet of the house at Lessee's cost to provide an uninterrupted gas supply as set forth in 6(A) and illustrated in Exhibit "B". Lessee shall be liable for installation of this line even if Lessee terminates this lease prior to deepening the first well.

(B)(2) The meter, line and three-way valve shall be owned by Lessor. The line and meter shall be maintained by Lessor and the three-way valve shall be maintained by Lessee. Gas line hookups, beyond the three-way valve, shall be controlled by Lessor. Pipeline from subsequent wells shall be run so as to properly service Lessor with free gas.

(C) To the extent that Lessee has any liability regarding gas delivered, such liability, if any, shall be only to the Lessor or heirs and not to any other party who may receive or use such gas. This section controls the interpretation of this Lease, notwithstanding any other section of this Lease, whether that section is contrary or inconsistent with this section 6(C). Lessor shall notify each and every party who may receive or use such gas that this section exists in this Lease.

7. Prior to the commencement of drilling a new well, Lessee shall submit to Lessor a well location survey plat that accurately shows the well site and all access roads to be utilized. Drilling operations shall commence only upon approval of said plat by the Lessor in writing. Such approval shall not be unreasonably withheld. The plat and description shall include the proper identification of the well, measurements from boundaries, size and location of well sites.

(A) Weather conditions permitting, no later than 60 days after the first well is deepened and placed into production, Lessee agrees to bury all pipelines below plow depth (except across gorges). Flags or other markings shall be placed to identify all lines. No well shall be drilled nearer than seven hundred fifty (750) feet to any house, five hundred (500) feet to any barn, tennis court or water well on the leased premises without the written consent of the Lessor and homeowner.

(B) Ingress and egress to wells shall only be from Boston and Cady Roads; access from Ridge Road and use of the private bridge is prohibited. Written permission of the Lessor must be obtained for use of other roads and paths, and if obtained, Lessee must first make such repair as necessary to maintain their safe use.

(C) All Lessee structures and pipelines are only for the drilling, operation, production and marketing of oil or gas from the Leased Premises. The Lessee shall use only such equipment as is necessary to drill, produce, operate, market or plug and abandon the well(s). No strip mining, no explosives (except the parties agree that well fracturing will occur and does not constitute explosives), no unitizing, and no storage wells or disposal wells shall occur or be part of this Lease unless the Lessor consents. Lessee shall not commit or permit waste of product or property to occur during the term hereof. Lessor may make reasonable requests from time to time for the following information, and the Lessee shall present meter charts, and other production, marketing and geological information for review by Lessor and her advisors.

8. Lessee shall first correct, or if Lessee is unable to do so, Lessee pay Lessor for all damages arising out of Lessee's operations, whether caused by Lessee's negligence or otherwise, including but not limited to damages (injury) to person, to the surface, to the soil, water supply, growing crops, trees, pasture and improvements on the leased premises. Lessee shall indemnify and hold Lessor harmless and defend Lessor from all claims, demand, actions or causes of action, costs, expenses, fees or otherwise, arising from or out of such damages, or Lessee's operations on the Leased Premises. If the damages not mutually agreed, then the damages shall be ascertained by arbitration comprised of three (3) disinterested persons, one appointed by Lessor, one by Lessee, and the third by the two appointed, and their award shall be final and conclusive. Damage or injury to a person may only be arbitrated if agreeable to all parties.

9. Lessee agrees not to cut, destroy or damage timber without the written approval of the Lessor. Lessee further agrees to provide Lessor with the option to remove all marketable timber from any proposed well site prior to commencement of operations by Lessee. Should Lessor be unable to remove said timber, Lessee shall fell such timber in lengths of no less than 16 ft., if the diameters of the tree trunk is 12" or greater, and place this timber in a location accessible to Lessor. The Lessee shall operate prudently so as not to commit or permit waste of Lessor's property to occur during the term hereof. All brush to be cleared and balance of trees to be cut to 17" size.

10. Within ninety (90) days (weather conditions permitting) after the drilling, deepening or abandonment of any well or drilling site, Lessee shall fill in and level off all excavations, pits or other alterations in the surface of the land caused in connection with such well, and generally restore the surrounding land and any unused access roads as nearly as possible to their original condition. In addition, Lessee agrees to keep all surface installations painted and junk free. Lessee shall properly install and/or maintain all access roads, culverts, bridges and gates, fences or other security measures.

12. Any new pipelines from the existing wells to the tank battery shall be placed near the existing lines, if possible. Any deviations from this shall be approved by the Lessor.

14. No assignment by Lessee shall be binding on Lessor until after Lessor has been furnished with written notice thereof and a certified copy of the conveyance or documents. No consent is necessary if the Lessee sells or assigns this Lease to entities or investors controlled by or affiliated with Lessee.

M.S.M.
OK

16. All materials furnished and all work performed by Lessee on the Leased Premises shall be done at the sole cost and expense of Lessee. Lessee agrees to protect the Leased Premises against all liens or encumbrances and to protect Lessor against all claims that may attach as liens against the Leased Premises by reason of any claim, demand or obligation that Lessee or Lessee's contractors or subcontractors should pay.

(A) Workman's Compensation Insurance in full compliance with the laws of the State of Ohio.

(B) Comprehensive general liability insurance with limits of \$500,000 bodily injury and \$500,000 property damage.

(C) Excessive liability (umbrella form) with limits of \$1,000,000.00.

18. At the time Lessee determines that any well on the Lease should be plugged and abandoned, Lessee shall first offer in writing (including therewith all pertinent geological and production information) to sell to the Lessor such well with all appurtenances at the fair market value of the casing, equipment and other property necessary to produce the well minus the cost of plugging and abandonment. Lessor shall then have ninety (90) days from the receipt of such notice to accept Lessee's offer. If Lessor elects to purchase any such well, Lessee shall make a proper assignment of that well and the surrounding forty (40) acres of the leasehold estate, including necessary pipeline and easements. Lessor shall execute and file all appropriate records

19. In the event Lessor shall sell any lot(s) or parcel(s) out of the Leased Premises, at Lessor's request, and without consideration, Lessee agrees to release only the surface rights on said tracts, subject to the Lessee's right of way reservation of any portions of said surface lands (including pipeline rights of way). In the event any dispute should arise between various owners of the within premises regarding the usage of free gas, a resolution of any such disputes shall be the sole responsibility of Lessor.

M.S.M.
2/2/2

22. In the event Lessor considers that Lessee has not complied with all of its obligations hereunder, whether expressed or implied, Lessor shall give Lessee written notice thereof describing specifically the respects in which Lessee has breached this Lease. Lessee shall have thirty (30) days after receipt of such notice within which to cure or commence curing the default alleged by Lessor, and if Lessee shall within such thirty (30) day period cure or commence and thereafter diligently continue curing such default, no default by Lessee shall be deemed to have occurred. Such notice to Lessee shall be a condition precedent to commencement of any action by Lessor for any cause, and no such action shall be commenced until thirty (30) days after Lessee's receipt of such notice. Neither the receipt of such notice nor the doing of any acts by Lessee in order to cure any alleged default shall be deemed an admission by or presumption that Lessee has failed to comply with all its obligations hereunder. This provision shall apply to all provisions herein except Item 26 following.

24. This Lease was prepared equally by Lessor and Lessee, each represented by counsel, and after extensive negotiation and compromise by each party, this Lease was executed.

26. This Lease is executed as part of documents concerning the settlement and dismissal with prejudice of the Lessee by the Lessor, and the Counterclaim of Lessee against Lessor at

Defendant's cost, with regard to Case No. 88-145065 CV in Cuyahoga County, Ohio. This Lease is conditioned upon an unappealed judgment entry regarding said dismissals. Lessee acknowledges that Lessor desires to pursue Lessor's claims against Columbia Gas of Ohio, the other defendant in this lawsuit, and Lessor reserves the right to do so; provided, however, Lessor shall not question or challenge the validity or the enforceability of this Lease and Lessee's rights and property under this Lease. The Lessor acknowledges and agrees that the oil and gas wells and pipelines presently on the Leased Premises are owned by the Lessee, and that such property shall be subject to the terms of this Lease when executed by both parties. Notwithstanding the foregoing, or any other provision in this Lease, in the event Lessee shall fail to comply with Paragraphs 5(A) and 6(B)(1), then in that event, Lessee shall forfeit all Lessee's interest in any well and the equipment utilized therewith to the Lessor, and same shall become the sole property of Lessor, free of any claims on the part of Lessee; subject, however, to Lessor's properly filing a Form 7 with the Ohio Division of Natural Resources.

WITNESS the due execution hereof the day and year first above written.

Witness:

Judith A. Mackulin
Carol M. M. M.

LESSOR:

Mary Marty
Mary Marty

Witnesses:

Stanley Bennett
Intz V. Smith

LESSEE:

TWINOAKS OIL & GAS COMPANY

By H. H. Dan

STATE OF OHIO

: SS

CUYAHOGA COUNTY

Before me, a Notary Public, in and for said County and State, on this day personally appeared MARY MARTY, single, who acknowledged to me that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the official seal at Cleveland, Ohio, this 1 day of February, 1991.

Judith A. Mackulin
Notary Public
JUDITH A. MACKULIN
Notary Public, State of Ohio
My Commission Expires Oct. 13, 1992

STATE OF OHIO :
 : SS
CUYAHOGA COUNTY :

Before me, a Notary Public in and for said County and State,
on this day personally appeared H. H. DAVIS

of TWINOAKS OIL AND GAS COMPANY, on whose behalf the foregoing
Lease was executed, who acknowledged that they did sign the same
as such officers in behalf of said corporation and by authority
of its Board of Directors and that said instrument is their free
act and deed individually and as such officers and the free
and corporate act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal at Cleveland, Ohio, this
8a day of Feb 1991.

Mitzi Horiba
Notary Public

MITZI HORIBA
Notary Public - State of Ohio, Cuyahoga Co.
My Commission Expires Jan. 19, 1993

This instrument prepared by:
Stanley Bennett
Attorney at Law
2475 E. 22nd St., #610
Cleveland, OH. 44115
(216) 781-4838

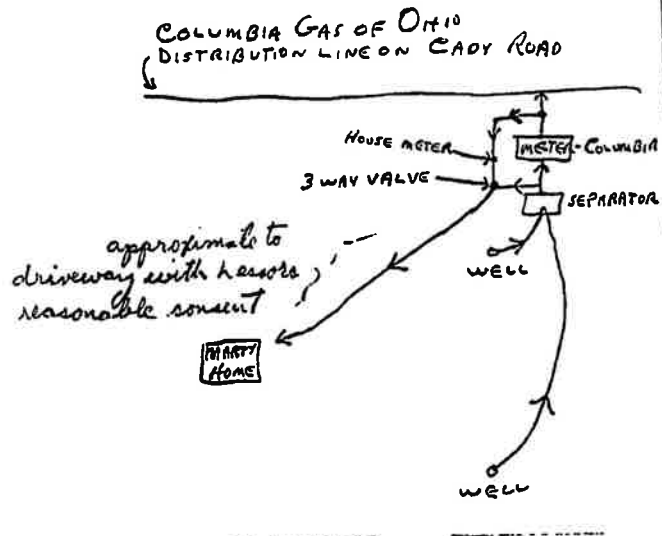


EXHIBIT B

RECORDED THIS DATE
FRANK RUSSO
CUYAHOGA CO., RECORDER
91 FEB - 8 AM 10:36

EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That Mary S Marty - widow not remarried
_____, the Grantor _____

for and in consideration of the sum of Five hundred sixty Dollars (\$ 560.00) and for other good and valuable considerations to her paid by the State of Ohio (Hyw's), the Grantee, the receipt whereof is hereby acknowledged, do es hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes with the following rights and privileges, in, upon and over the lands hereinafter described, situated in Cuyahoga County, Ohio Royalton Township, Section _____ Town _____ Range _____

The rights herein granted to the Grantee include, without limitation as to the generality thereof, the right of the Grantee or its agents or assigns to enter upon this said right of way, at this time or at any time in the future, with all necessary men, vehicles, or equipment for the purpose of trimming, cutting or removing trees, shrubs, vines or such like growth within the right of way, and the grantor and his heirs and assigns shall have no further right of compensation; bounded and described as follows:

PARCEL NO. 101

Being a parcel of land lying on the _____ side of the centerline of a survey, made by the Department of Transportation, and recorded in Book _____ Page _____ of the records of Cuyahoga County and being located within the following described points in the boundary thereof.

PERMANENT PARCEL NO. 486-011-004

Situated in the Township of Royalton, County of Cuyahoga and State of Ohio and known as part of Royalton Township, Section No. 15, being further bounded and described as follows:

Beginning at an iron pin in a monument box found at the centerline intersection of Cady Road, (60 feet wide) and S.R. 3 (Ridge Road) (60 feet wide), thence South 0°33'15" West along the west line of Section 15 and the centerline of S.R. 3, 736.70 feet to Station 120+20.71 that being the point of beginning for the parcel hereby described;

thence North 81°22'15" East, 30.39 feet to the easterly Right of Way Line of S.R. 3, at Station 120+15.86, 30.00 feet left, said point being the True Point of Beginning for the parcel herein described;

thence North 81°22'15" East, 15.19 feet along the meander line described in Torrens Title Book 376, No. 76928 to Station 120+13.44, 45.00 feet left;

thence South 0°33'15" West, 176.56 feet parallel with and 45.00 feet easterly of centerline of S.R. 3, to Station 121+90.00, 45.00 feet left;

thence South 89°26'45" East, 15.00 feet to Station 121+90.00, 60.00 feet left;

thence South 0°33'15" West, 50.00 feet parallel with and 60.00 easterly of centerline of S.R. 3, to Station 122+40.00, 60.00 feet left;

thence North 89°26'45" West, 15.00 feet to Station 122+40.00, 45.00 feet left;

thence South 0°33'15" West, 132.13 feet parallel with and 45.00 feet easterly of centerline S.R. 3 to Station 123+72.13, 45.00 feet left;

thence North 89°26'45" West, 15.00 feet to the easterly right of way line of S.R. 3, at Station 123+72.13, 30.00 feet left;

thence North 0°33'15" East along the easterly Right of Way Line of S.R. 3, 356.27 feet to the True Point of Beginning, containing 0.140 acres, more or less.

The description for this parcel is based on a centerline survey made by Paul D. Hawkins, Registered Surveyor No. 6415.

Grantor claims title by instrument(s) of record in Torrens Title Book No. 76928, Cuyahoga County Recorder's Office.

The Grantor, for herself and here heirs, executors, administrators and assigns reserves the right of ingress and egress.

_____ have described 0.140 acres is to be retained on Permaent Parcel No. 486-011-004

_____ contains _____ acres, more or less, including the

STATE OF OHIO, COUNTY _____, ss.

BE IT REMEMBERED, That on this _____ day of _____, 19____, before me the subscriber, a Notary Public in and for said county, personally came the above named _____

and acknowledged the signing of the foregoing easement to be _____ 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

My commission expires _____, 19____

STATE OF OHIO, COUNTY _____, ss.

BE IT REMEMBERED, That on this _____ day of _____, 19____, before me the subscriber, a Notary Public in and for said county, personally came the above named _____

and acknowledged the signing of the foregoing easement to be _____ 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

My commission expires _____, 19____

STATE OF OHIO, COUNTY _____, ss.

BE IT REMEMBERED, That on this _____ day of _____, 19____, before me the subscriber, a Notary Public in and for said county, personally came the above named _____

and acknowledged the signing of the foregoing easement to be _____ 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

My commission expires _____, 19____

STATE OF OHIO, COUNTY _____, ss.

BE IT REMEMBERED, That on this _____ day of _____, 19____, before me the subscriber, a Notary Public in and for said county, personally came the above named _____

and acknowledged the signing of the foregoing easement to be _____ 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

My commission expires _____, 19____

(Individual)

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantor herself and her heirs, executors, and administrators, hereby covenant 5 with the said Grantee, its successors and assigns that 5 he the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has 5 good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that 5 he will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid

hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Mary S Marty

have hereunto set her hand, the 9 day of March, in the year of our Lord one thousand nine hundred and 92

Signed and sealed in presence of:

x Carol A. Milicic
Carol A. Milicic
Franklin C. Tibbitts

x Mary S. Marty
Mary S. Marty widow

STATE OF OHIO, COUNTY Cuyahoga, ss.

BE IT REMEMBERED, That on this 9 day of March, 19 92, before me the subscriber, a Notary Public in and for said county, personally came the above named

Mary S Marty
and acknowledged the signing of the foregoing easement to be 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.

Franklin C. Tibbitts
Notary Public
My commission expires June 27, 19 92

431466

This instrument prepared by Kenneth Seifert, P.E. for the State of Ohio, Department of Transportation.

431466

EASEMENT
FOR
HIGHWAY PURPOSES
FROM

Mary S. Marty, widow
not previously
19345 Ridge Road
26th Region, Ohio 44133

TO THE
STATE OF OHIO

S.R. 3 County Cuy
tion 0.43
ref No. 101

19 19
Auditor 19
M. 19
County 19
Page 19
rd of Deeds, Vol. 19
Recorder.

Order's Fee \$

FILED
10:00 O'CLOCK AM
JUN 12 1992

ALL INSTRUMENTS FILED ON
CELESTIAL
Frank P. Russo, Recorder

93 SEP 29 PM 2:50

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS

That I, MARY S. MARTY, a widow not remarried, the Grantor who claim title by or through an instrument as appears in Torrens Certificate No. 76928, County Recorder's Office, for the consideration of Ten Dollars received to my full satisfaction of ADELE I. CHEEK, a widow not remarried, whose tax mailing address is 7239 Cady Road, North Royalton, Ohio 44133, do Give, Grant, Bargain, Sell and Convey unto the said Grantee, her heirs and assigns, the following described premises:

Parcel 1

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio; and known as being part of Original Royalton Township, Section No. 15, and bounded and described as follows: Beginning in the centerline of Cady Road (60 feet wide) at a point distance due East measured along the said centerline 1696.95 feet from its intersection with the center line of Ridge Road (60 feet wide), said point being also the northwest corner of land conveyed to Frank Cheek and Sandra Cheek by deed dated May 28, 1969, and recorded in Volume 12522, Page 613 of Cuyahoga County Records; Thence South 00 degrees 36' 35" West along the westerly line of land so conveyed 376.86 feet to the southwesterly corner thereof and the principal place of beginning of the land herein described; Thence due East along the southerly line of land so conveyed 121.00 feet to the southeasterly corner thereof; Thence South 00 degrees 36' 35" West 273.14 feet to a point; Thence due West 121.00 feet to a point on the easterly line of land conveyed to Mathew Cheek, Jr. by deed dated June 9, 1967, and recorded in Volume 12522, Page 613 of Cuyahoga County Records; Thence North 00 degrees 36' 35" East along the said easterly line of land so conveyed to Mathew Cheek, Jr. 273.14 feet to the principal place of beginning, be the same more less, but subject to all legal highways.

PERMANENT PARCEL NO. 486-11-4 (part out of)

Parcel 2

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio; and known as being part of Original Royalton Township, Section No. 15, and bounded and described as follows: Beginning in the centerline of Cady Road (60 feet wide) at a point distance due East measured along the said centerline of 1817.95 feet from its intersection with the centerline of Ridge Road (60 feet wide), said point being also the northwest corner of land conveyed to Richard F. Cheek and Geraldine M. Cheek by deed dated August 16, 1965, and recorded in Volume 11640, Page 27 of Cuyahoga County Records; Thence South 00 degrees 36' 35" West along the westerly line of land so conveyed 376.86 feet to the southwesterly corner thereof and the principal place of beginning of the land herein described; Thence due East along the southerly line of land so conveyed 110.00 feet to the southeasterly corner thereof; Thence South 00 degrees 36' 35" West 273.14 feet to a point; Thence due West 110.00 feet to a point; Thence North 00 degrees 36' 35" East 273.14 feet to the said

southwest corner of land so conveyed to Richard F. Cheek and Geraldine M. Cheek and the principal place of beginning, be the same more or less, but subject to all legal highways.

PERMANENT PARCEL NO. 486-11-4 (Part out of)

EXCEPTING FROM EACH OF THE ABOVE DESCRIBED PARCELS the oil and natural gas, clay and other valuable minerals beneath said parcels of property, the right to enter and drill for, mine, quarry, develop and produce the same, and the right to receive all rents, royalties and profits from the same which the Grantor reserves to herself and her heirs and assigns.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, her heirs and assigns forever.

And I, Mary S. Marty, the said Grantor, do for myself and my heirs, executors and administrators, covenants with the said Grantee, her heirs and assigns, that at and until the ensembling 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 encumbrances whatsoever, except restrictions of record and any conditions, reservations and easements created in conjunction with such restrictions, zoning ordinances if any, taxes and assessments, both general and special, for the current half of the taxable year and thereafter, oil, natural gas, clay and other valuable mineral interests reserved by the grantor as provided above, and that I will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, her heirs and assigns, against all lawful claims and demands whatsoever, except as hereinabove provided.

WITNESS my hand this 27th day of September, 1993.

Signed and acknowledged
in the presence of:

Michelle Fritschen

Mary S. Marty
Mary S. Marty

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS

Be it remembered, that on the 27th day of September, 1993 before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named Mary S. Marty, a widow not remarried, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Glenn A. Broz
Notary Public
GLENN A. BROZ, Attorney-at-Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration date.
Session 147.53 P.A.

This instrument prepared by
Glenn A. Broz, Esq.
6060 Royalton Rd.
North Royalton, Ohio 44133

PARCEL NO. _____
CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.22 O.R.C.
PAID

SEP 29 1993

Conveyance Fee \$4.00 Receipt No. 202924
TYPE D ARMS LENGTH YES () NO ()
J. TIMOTHY McCORMACK, Cuyahoga County Auditor By 36 Deputy

THOMAS J. NEFF, P.E., P.S.
COUNTY ENGINEER TAX MAP DIVISION
LEGAL DESCRIPTION APPROVED FOR SPLIT 4
BY: DEED ☐ MAP ☐ PLAT ☐

EASEMENT FOR SANITARY AND STORM SEWER PURPOSES

For the consideration of ONE DOLLAR and other good and valuable consideration (\$1.00 and o.v.c.), MARY S. MARTY, widowed, (hereinafter referred to as the "Grantor"), having a present mailing address of 19345 Ridge Road, North Royalton, Ohio 44133, does hereby give and grant unto ERIC A. FILER and REGINA M. FILER, their successors and assigns (hereinafter referred to as the "Grantees"), the right of way and easement to lay, re-lay, maintain, operate, alter, inspect, remove or replace at will, a pipeline or pipelines for conveying water on, under and through the following described (22.43) foot wide easement:

Situated in the State of Ohio, County of Cuyahoga, City of North Royalton, and known as being part of original Royalton Township Section No. 15, and being further bounded and described as follows:

Beginning at the southwest corner of original Royalton Township Section No. 15 and also being within the southerly line of the County of Cuyahoga along its boundary with the County of Medina;

Thence N 00° 00' 00" E (due North) a distance of 741.48 feet (deed and used) along the westerly line of Section No. 15 and also being the centerline of Ridge Road (S.R. 3) (60 R/W), formerly Town line Road, the latter 400.36 feet of same to the Southwest corner of a parcel of land now or formerly owned by John F. Malloy, Jr. ETAL. and recorded in Deed Book Volume 98-07303, Page 48, date 6-11-98 of Cuyahoga County Records;

Thence S 89° 04' 20" E a distance of 392.35 feet (calc.) 392.44 feet (deed) along the southerly line of the previously mentioned Malloy parcel to the southeast corner of same and passing through a 5/8" iron pin found along the easterly line of Ridge Road (60 R/W); said point being the true place of beginning of the parcel of land herein described;

Thence S 66° 13' 10" E a distance of 190.00 feet to the approximate westerly bank of the West Branch of the Rocky River;

Thence N 23° 46' 50" E a distance of 20.00 feet;

Thence N 66° 13' 10" W a distance of 200.15 feet to the easterly line of the Malloy parcel;

Thence S 03° 07' 00" E a distance of 22.43 feet along the easterly line of the Malloy parcel to a point; said point being the true place of beginning of the parcel of land herein described and containing 0.0896 acres, be the same more or less, but subject to all legal highways according to a survey prepared by Robert E. Knight, Ohio Professional Surveyor No. 6448, dated August 20, 1998.

The bearings referred to in this description are based on an assumed meridian and are used to denote angles only. The basis of bearings for this description is N 00° 00' 00" E (due East) along the centerline of Ridge Road (S.R. 3) (60 R/W) as referenced in the Anitolia Bredyuk and Ludmila Bredyuk deed as recorded in Deed Book Volume 96-00270, Page 48 of the Cuyahoga County Recorder's Office.

The above description describes a storm sewer easement over a portion of the lands conveyed to Mary S. Marty by Deed Volume 10444, Page 22, date 9-23-93, of Cuyahoga County Records for the benefit of a parcel of land now or formerly owned by John F. Malloy, Jr., ETAL. and recorded in Deed Book Volume 98-07303, Page 48, date 6/11/98 of Cuyahoga County Records.

A detailed drawing and depiction of said easement area is contained within that certain plat map of survey prepared on or about August 20, 1998, by Robert E. Knight of R.E. Knight Associates, Inc., bearing registered surveyor No. 6448, a condensed copy of said plat map of survey of which is attached hereto and incorporated herein as Exhibit "A".

It is further agreed by and between Grantor and Grantees as follows:

1. That the expense of re-laying, maintaining, repairing, operating, altering, inspecting, removing or replacing said pipeline or pipelines and any and all related equipment or facilities shall be borne by Grantees, and that the pipeline or pipelines shall be laid within the boundaries of said easement area.

2. Immediately after performing any repair or maintenance work, the Grantees shall restore the easement area substantially to the condition existing prior to the commencement of such repair or maintenance work.

3. Grantees, in consideration of the acceptance of this easement by Grantor, do hereby agree to install the sanitary and storm sewers, and such appurtenances belonging thereto, within the easement area. Any and all charges, bills, expenditures and costs associated with such installation shall be paid by Grantees and shall be in accordance with the ordinances, rules, regulations, codes and requirements of the State of Ohio and City of North Royalton.

4. The Grantor hereby restricts the use of the easement area for underground sanitary and storm sewer purposes only and hereby prohibits against the construction thereon of any buildings, structures, fences of a temporary or permanent type, or any other use whatsoever including, but not limited to, planting, farming or paving.

5. The proposed sanitary settling tank shall be pumped out minimally every three years. Documentation of verification of same shall be mailed to the then current owner(s) of the parcel of land herein encumbered.

6. The effluent discharge pipe from the settling tank shall be flushed out, at a minimum, on an annual basis.

7. The effluent discharge pipe shall be installed at a minimum of three feet in depth below the existing grade.

8. The effluent discharge pipe shall be constructed and installed as oversized in order to accommodate additional storm water and treated sanitary flow.

9. The Grantees agree that all federal, state and local environmental laws shall be complied with in the installation and maintenance of the sanitary and storm sewer system including the treatment of all effluent to prevent contamination and the proper placement of sewer drainage and gradation of soil to prevent standing water and/or erosion.

10. The Grantor and Grantees hereby agree that all service connections and tap-ins shall be installed at the expense of each landowner seeking sewer service and shall be in compliance with the terms, conditions and provisions of this agreement.

11. Any and all charges, expenditures, bills, costs and/or due bills assessed for the proposed sanitary and storm sewer easement shall be the responsibility of the Grantees including all legal fees charged for the preparation of this agreement.

IN WITNESS WHEREOF, said Grantor and Grantees have caused their names to be subscribed hereunder this ____ day of October, 1998.

Carol A. Millican
First Witness

[Signature]
Second Witness

GRANTOR:

Mary S. Marty
MARY S. MARTY

THOMAS J. NEFF, P. E., P. S.	
COUNTY ENGINEER	
TAX MAP DIVISION	
APPROVED FOR	<i>TJR</i>
RECORD	
TRANSFER	
SPLIT	

STATE OF OHIO)
) SS:
 COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County, personally appeared the above named Grantor, **Mary S. Marty**, who acknowledged that she did sign the foregoing instrument, and that the same is her free act and deed.

Geoffrey R. Russell
 COMMISSION EXPIRES
 SEPT. 5, 2000. *Geoffrey R. Russell*
 NOTARY PUBLIC

GRANTEES:

Carol A. Milioia
 First Witness

Eric A. Filer
 ERIC A. FILER

[Signature]
 Second Witness

Regina M. Filer
 REGINA M. FILER

Carol A. Milioia
 First Witness

[Signature]
 Second Witness

STATE OF OHIO)
) SS:
 COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County, personally appeared the above named Grantees, **Eric A. Filer** and **Regina M. Filer**, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

Geoffrey R. Russell
 COMMISSION EXPIRES
 SEPT 5, 2000

Geoffrey R. Russell
 NOTARY PUBLIC

TRANSFER NOT REQUIRED

OCT 21 1998

FRANK RUSSO
 Cuyahoga County Auditor

CHARTERED SURVEYORS & PLANNING CONSULTANTS
7133 CENTER ROAD BRUNSWICK, OHIO 44712
TEL (330) 223-0315 FAX (330) 223-4815

PLAT OF SURVEY AND STORM SEWER EASEMENT

FOR
JOHN F. MALLOT, JR. AND MICHAEL J. MALLOY,
GERALDINE KERRON AND EILEEN ORRIS

BEING PART OF CROWN HILL TOWNSHIP SECTION
18, TOWNSHIP 18 N, RANGE 15 E, COUNTY OF CUYAHOGA,
COUNTY OF CUYAHOGA AND STATE OF OHIO
AUGUST 20, 1998

STORM SEWER EASEMENT
0.0893 ACRES

VOL. 10444, PAGE 22, 9/22/93

BOSTON ROAD (60' R/W)

ANTHONY MORTIMER AND LUDWILA MORTIMER
VOL. 19-20272, PAGE 48

WALSH EASEMENT AND CORN L. EASEMENT
VOL. 87-5418, PAGE 49

JOHN F. MALLOT, JR. MICHAEL J. MALLOY,
GERALDINE KERRON AND EILEEN ORRIS
VOL. 98-07303, PAGE 48
0.0893 ACRES
(DEED AND USED)

HOWARD J. JAMES AND AUSTIN J. JAMES
VOL. 88-2533, PAGE 66
(DEED AND USED)

JOHN F. MALLOT, JR. MICHAEL J. MALLOY,
GERALDINE KERRON AND EILEEN ORRIS
VOL. 98-07303, PAGE 48
0.0893 ACRES
(DEED AND USED)

HOWARD J. JAMES AND AUSTIN J. JAMES
VOL. 88-2533, PAGE 66
(DEED AND USED)

RIDGE ROAD (8.5' (60' R/W)
(FORMERLY TOWN LINE ROAD)

LEGEND:

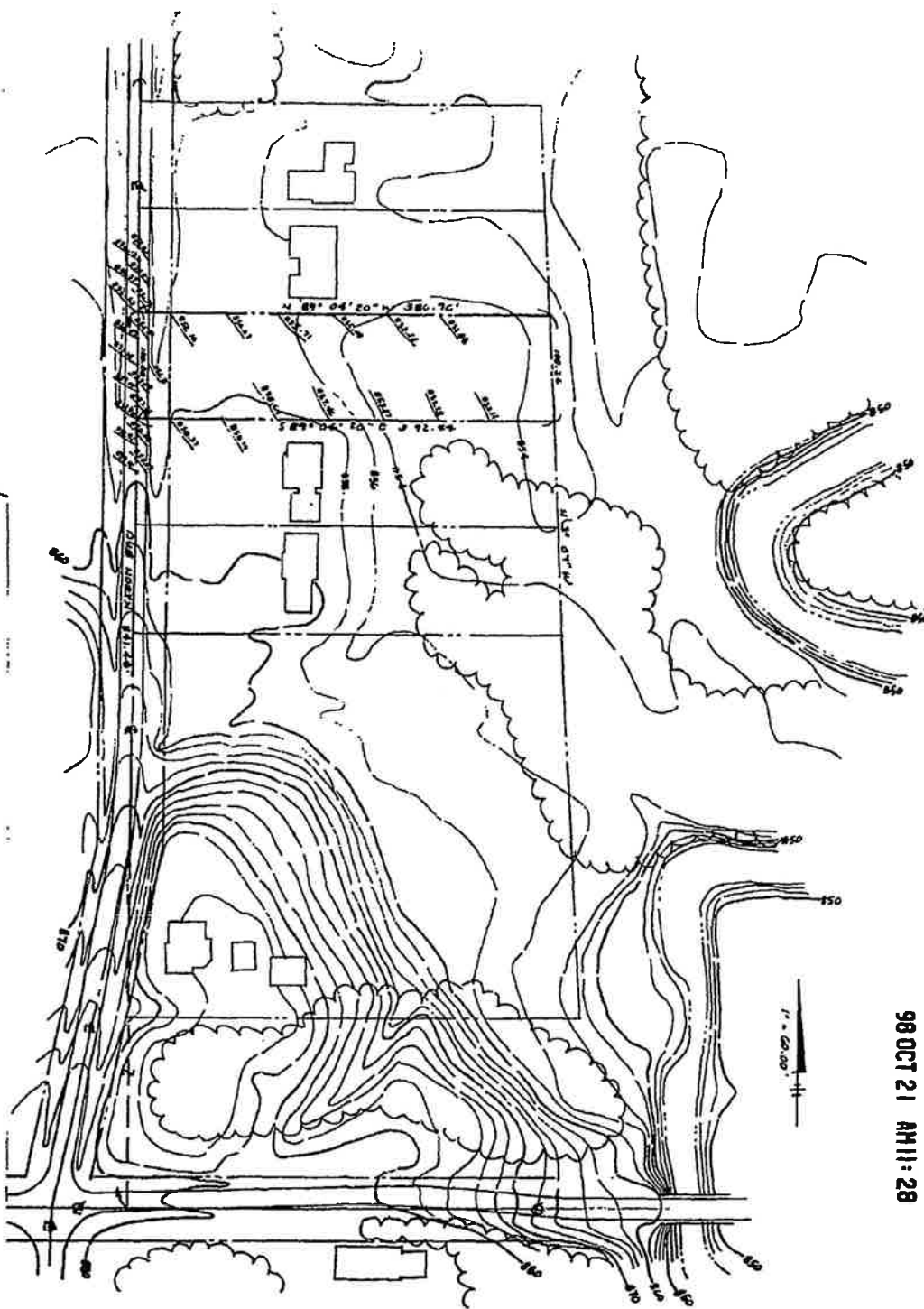
- denotes ECH PIN OR PILE FOUND AS NOTED
- △ denotes ECH PIN SET UNLESS OTHERWISE NOTED
- denotes ECH PIN FOUND UNLESS OTHERWISE NOTED
- denotes SURV. PIN FOUND AS NOTED BUT NOT SET
- △ denotes SURV. PIN FOUND AS NOTED BUT NOT SET
- denotes SURV. PIN FOUND AS NOTED BUT NOT SET
- △ denotes SURV. PIN FOUND AS NOTED BUT NOT SET



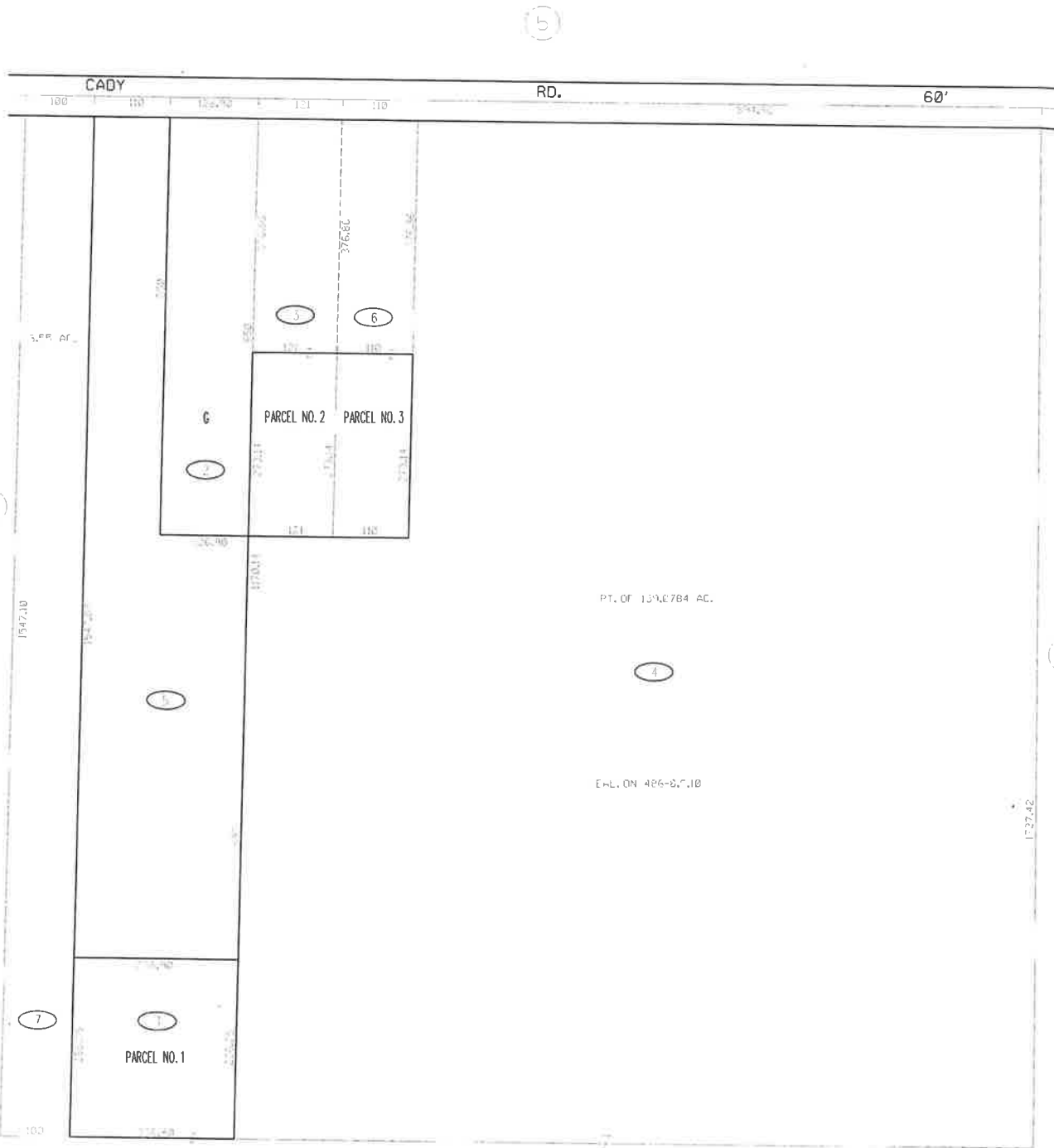
I HEREBY STATE THAT THE PLAT AS A TRUE AND ACCURATE REPRESENTATION OF
THE SURVEYED LAND AND THAT IT IS BASED ON A SURVEY PERFORMED
BY ROBERT E. GAULT, A PROFESSIONAL SURVEYOR, IN ACCORDANCE WITH
THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND
PLANNERS OF THE STATE OF OHIO, AND THAT THE PLAT IS CORRECT
AND ACCURATE IN ALL RESPECTS AND IS NOT SUBJECT TO ANY
OBJECTION OR CHALLENGE AND IS NOT TO BE USED TO ACQUIRE
ANY RIGHTS OR INTERESTS IN THE LAND SURVEYED UNLESS
THE SAME ARE FIRST RECORDED IN THE PUBLIC RECORDS OF THE
COUNTY OF CUYAHOGA AND THE STATE OF OHIO.

ROBERT E. GAULT
REGISTERED SURVEYOR NO. 11111
AUGUST 20, 1998





ACQUIRED BY
PATRICK & SONS
CUMHOGA CITY 5000 1/2
98 OCT 21 AM 11:28



REVISION NO. 1, 1987

NORTH ROYALTON MAP 486

10

11

O.L. 15

1500 ft. (1/2 mi. 400-1-2)

1000 ft. (1/4 mi.)

12

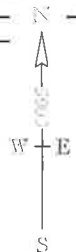
WILTSHIRE
RD.

BOSTON

RD.

60'

MEDINA COUNTY

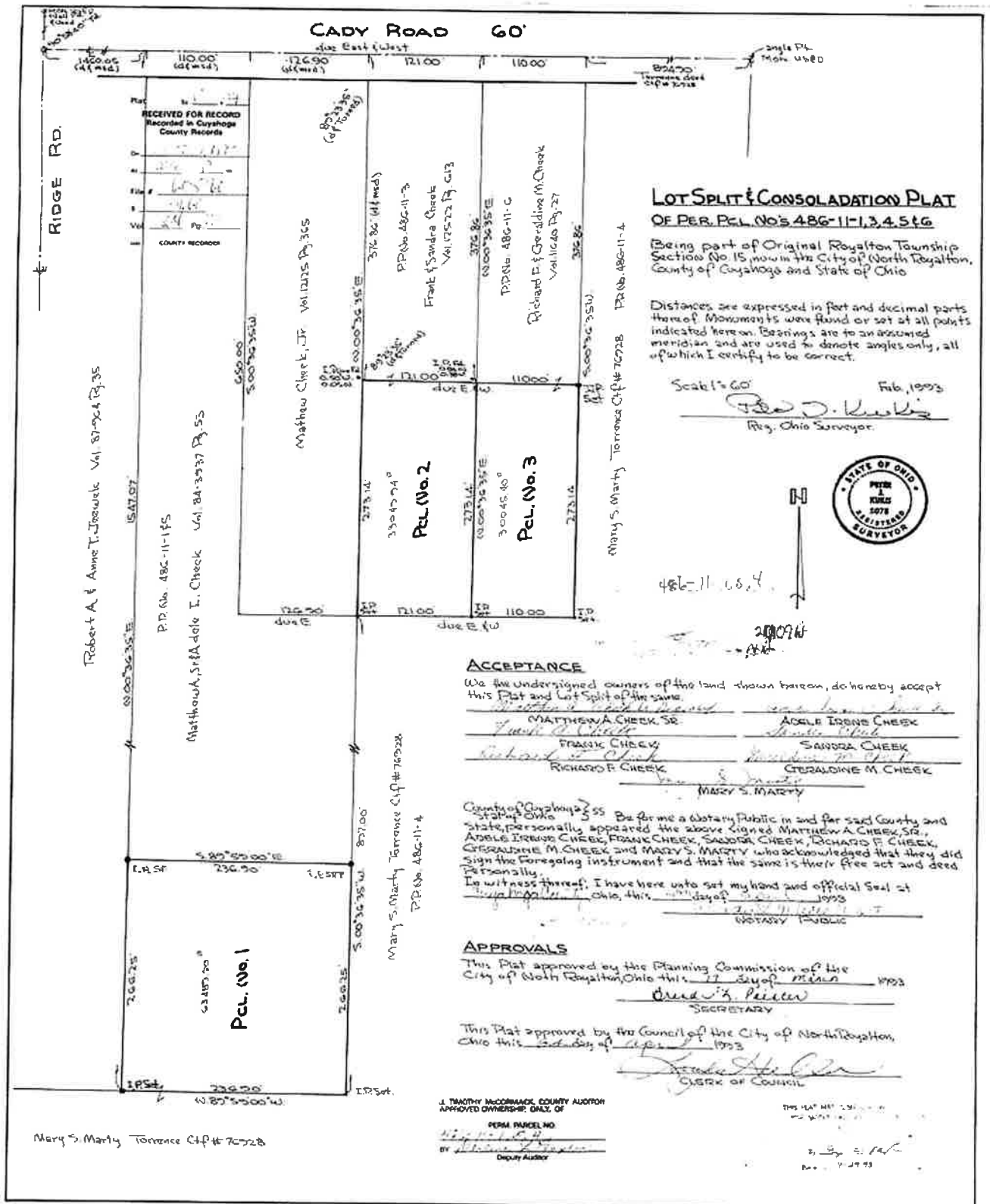


NORTH ROYALTON MAP 486

SCALE: 1"=100'

0 50 100

DRAWN NOV. 1937 REVISED



LOT SPLIT & CONSOLIDATION PLAT
OF PER. P.C.L. NO'S 486-11-1, 3, 4, 5 & 6

Being part of Original Royalton Township
Section No. 15 now in the City of North Royalton,
County of Cuyahoga and State of Ohio

Distances are expressed in feet and decimal parts
thereof. Monuments were found or set at all points
indicated hereon. Bearings are to an assumed
meridian and are used to denote angles only, all
of which I certify to be correct.

Scale 1" = 60'

Feb. 1993

P.D. Kunkin
Reg. Ohio Surveyor



ACCEPTANCE

We the undersigned owners of the land shown herein, do hereby accept
this Plat and Lot Split of the same.

Matthew A. Cheek, Sr. *Angie Irone Cheek*
Frank Cheek *Sandra Cheek*
Richard F. Cheek *Geraldine M. Cheek*
Mary S. Marty

County of Cuyahoga, ss. Be before me a Notary Public in and for said County and
State, personally appeared the above signed MATTHEW A. CHEEK, SR.,
ANGIE IRONE CHEEK, FRANK CHEEK, SANDRA CHEEK, RICHARD F. CHEEK,
GERALDINE M. CHEEK and MARY S. MARTY who acknowledged that they did
sign the foregoing instrument and that the same is their free act and deed
personally.

In witness thereof, I have here unto set my hand and official Seal at
North Royalton, Ohio, this 11 day of Feb. 1993
J. Timothy McCormack
Notary Public

APPROVALS

This Plat approved by the Planning Commission of the
City of North Royalton, Ohio this 11 day of Feb. 1993
David A. Piller
Secretary

This Plat approved by the Council of the City of North Royalton,
Ohio this 11 day of Feb. 1993
James H. Allen
Clerk of Council

J. TIMOTHY MCCORMACK, COUNTY AUDITOR
APPROVED OWNERSHIP, ONLY OF
PERM. PARCEL NO.
486-11-1, 3, 4, 5, 6
BY *Deputy Auditor*

THIS PLAT MAY BE
RECORDED IN
CUYAHOGA COUNTY
RECORDS
ON 11 FEB 1993

486-11-1, 5, 4

Wood Destroying Insect Inspection Report		Notice: Please read important consumer information on page 2 .	
Section I. General Information Inspection Company, Address & Phone Complete Pest Solutions 43 Roche Way Youngstown, OH 44512 +1 (330) 793-8664		Company's Pest Control Business Lic. No. 97643	Date of Inspection 10/23/2025
Address of Property Inspected 19345 Ridge Road, North Royalton OH 44133		Inspector's Name, Signature & Certification, Registration, or Lic. # Anthony Farrell, 8249	
Structure(s) Inspected House			
Section II. Inspection Findings This report is indicative of the condition of the above identified structure(s) on the date of inspection and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or wood destroying insect damage. Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:			
<input type="checkbox"/> A. No visible evidence of wood destroying insects was observed.			
<input checked="" type="checkbox"/> B. Visible evidence of wood destroying insects was observed as follows:			
<input type="checkbox"/> 1. Live insects (description and location):			
<input type="checkbox"/> 2. Dead insects, insect parts, frass, shelter tubes, exit holes, or staining (description and location):			
<input checked="" type="checkbox"/> 3. Visible damage from wood destroying insects was noted as follows (description and location): Carpenter bee damage on wood siding. Looked old.			
NOTE: This is not a structural damage report. If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present. If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs.			
Section III. Recommendations <input checked="" type="checkbox"/> No action and/or treatment recommended: (Explain if Box B in Section II is checked)			
<input type="checkbox"/> Recommend action(s) and/or treatment(s) for the control of:			
Section IV. Obstructions and Inaccessible Areas The following areas of the structure(s) inspected were obstructed or inaccessible:		The inspector may write out obstructions or use the following optional key:	
<input checked="" type="checkbox"/> Basement 6, 7 <input type="checkbox"/> Crawlspace <input type="checkbox"/> Main Level <input type="checkbox"/> Attic <input checked="" type="checkbox"/> Garage 6, 7, 14 <input type="checkbox"/> Exterior <input type="checkbox"/> Porch <input type="checkbox"/> Addition <input type="checkbox"/> Other		1. Fixed ceiling 2. Suspended ceiling 3. Fixed wall covering 4. Floor covering 5. Insulation 6. Cabinets or shelving 7. Stored items 8. Furnishings 9. Appliances 10. No access or entry 11. Limited access 12. No access beneath 13. Only visual access 14. Cluttered condition 15. Standing water 16. Dense vegetation 17. Exterior siding 18. Window well covers 19. Wood pile 20. Snow 21. Unsafe conditions 22. Rigid foam board 23. Synthetic stucco 24. Duct work, plumbing and/or wiring 25. Spray foam insulation 26. Equipment	
Section V. Additional Comments and Attachments (these are an integral part of the report)			
Attachments:			
Signature of Seller(s) or Owner(s) if refinancing. Seller discloses to the buyer all information, to their knowledge, regarding W.D.I. infestation, damage, repair, and treatment history. <div style="text-align: center;">X</div>		Signature of Buyer. The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported. <div style="text-align: center;">X</div> <div style="text-align: center; color: red; font-weight: bold; font-size: 1.5em; margin-top: 10px;">EXHIBIT C</div>	

Important Consumer Information Regarding the Scope and Limitations of the Inspection

Please read this entire page as it is part of this report. Please refer to the NPMA Suggested Guidelines for instructions on completing this report. This report is not a guarantee or warranty as to the absence of wood destroying insects nor is it a structural integrity report. The inspector's training and experience do not qualify the inspector in damage evaluation or any other building construction technology and/or repair.

- 1. About the Inspection:** A visual inspection was conducted in the readily accessible areas of the structure(s) indicated (see Page 1) including attics and crawlspaces which permitted entry during the inspection. The inspection included probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The WDI inspection firm is not responsible to repair any damage or treat any infestation at the structure(s) inspected, except as may be provided by separate contract. Also, wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The inspection firm cannot guarantee that any wood destroying insect infestation and/or damage disclosed by this inspection represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. **For purposes of this inspection, wood destroying insects include: termites, carpenter ants, carpenter bees, and reinfesting wood boring beetles. This inspection does not include mold, mildew or noninsect wood destroying organisms. This report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within ninety (90) days from the date of inspection. This shall not be construed as a 90-day warranty.** There is no warranty, express or implied, related to this report unless disclosed as required by state regulations or a written warranty or service agreement is attached.
- 2. Treatment Recommendation Guidelines Regarding Subterranean Termites:** Treatment or corrective action should be recommended if live termites are found. If no evidence of a previous treatment is documented and evidence of infestation is found, even if no live termites are observed, treatment or corrective action by a licensed pest control company should be recommended. Treatment or corrective action may be recommended if evidence of infestation is observed, and a documented treatment occurred previously, unless the structure is under warranty or covered by a service agreement with a licensed pest control company. **For other Wood Destroying Insects, please refer to the NPMA suggested guidelines for added guidance on actions and or treatment.**
- 3. Obstructions and Inaccessible Areas:** No inspection was made in areas which required the breaking apart or into, dismantling, removal of any object, including but not limited to: moldings, floor coverings, wall coverings, siding, fixed ceilings, insulation, furniture, appliances, and/or personal possessions; nor were areas inspected which were obstructed or inaccessible for physical access on the date of inspection. Your inspector may write out inaccessible areas or use the key in Section IV. Crawl spaces, attics, and/or other areas may be deemed inaccessible if the opening to the area is not large enough to provide physical access for the inspector or if a ladder was required for access. Crawl spaces (or portions thereof) may also be deemed inaccessible if there is less than 24 inches of clearance from the bottom of the floor joists to the surface below. If any area which has been reported as inaccessible is made accessible, the inspection company may be contacted for another inspection. An additional fee may apply.
- 4. Consumer Maintenance Advisory Regarding Integrated Pest Management for Prevention of Wood Destroying Insects.** Any structure can be attacked by wood destroying insects. Homeowners should be aware of and try to eliminate conditions which promote insect infestation in and around their structure(s). Factors which may lead to wood destroying insect infestation include: earth to wood contact, foam insulation at foundation in contact with soil, faulty grade, improper drainage, firewood against structure(s), insufficient ventilation, moisture, wood debris in crawlspace, wood mulch or ground cover in contact with the structure, tree branches touching structure(s), landscape timbers and wood decay. Should these or other conditions exist, corrective measures should be taken in order to reduce the chances of infestation of wood destroying insects and the need for treatment.
- 5. Neither the inspecting company nor the inspector has had, presently has, or contemplates having any interest in the property inspected.**

Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address:

19345 Ridge Road, North Royalton, OH 44133

Owner's Name(s):

Marty J. Sterling, Trustee

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- ☐ (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- ☐ (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- ☒ (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- ☐ (4) A transfer of new construction that has never been lived in;
- ☐ (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- ☐ (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- ☐ (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: Marty J. Sterling, Trustee

dotloop verified
07/31/25 3:14 PM PDT
LNHF-JFEO-QABY-J795

Date: _____

Owner: _____

Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.

© Copyright Ohio Association of REALTORS® 2012

EXHIBIT D



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Richard T. Kiko Agency, Inc. (dba KIKO)

We are pleased you have selected KIKO to help you with your real estate needs. Whether you are selling, buying, or leasing real estate, KIKO can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio, you can also contact the Ohio Division of Real Estate & Professional Licensing at 614-466-4100 or on their website at www.com.state.oh.us.

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interest and owe the seller these same duties.

Representing buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as a buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents", they must maintain a neutral position between the buyer and the seller. They must not advocate the position of one client over the best interest of the other client or disclose any personal or confidential information to the other party without written consent.

Split Agency

On occasion, the buyer and seller will each be represented by two different agents from the same company. In this case, the agents each represent the best interest of their respective clients. The brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will protect the confidential information of both parties.

Working with KIKO

KIKO does offer representation to both buyers and sellers when it is not a KIKO auction sale. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client pursuant to Split Agency, but KIKO and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. However, KIKO will still supervise both agents to assure that their clients are being fully represented. The brokerage will protect the confidential information of both parties.

The policy of KIKO also permits one agent to represent both parties pursuant to Dual Agency. In the event that both the buyer and seller are represented by one agent, that agent and KIKO will act as dual agents, but only if both parties agree. As dual agents, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party. If Dual Agency occurs, you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As the buyer, you may also choose to represent yourself on properties that KIKO has listed. In that instance, KIKO will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

KIKO Auction Sales

KIKO represents sellers who are selling the property by means of the auction method. Due to the unique features of an auction sale, it is the policy of KIKO that it and ALL of its agents represent only the seller at an auction sale. Because ALL of the KIKO agents have a duty of full disclosure to the seller, in an auction sales situation, you should not share any information with a KIKO agent that you would not want the seller to know.

Working with Other Brokerages

KIKO does offer representation to both buyers and sellers. When KIKO lists property for sale, it also cooperates with and offers compensation to other brokerages that represent buyers. KIKO does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because KIKO shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead, that company will be representing the buyer and KIKO will be representing your interests.

When acting as a buyer's agent, KIKO also accepts compensation offered by the listing broker. If the property is not listed with any broker or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important you have this information, Ohio law requires that we ask you to sign below in acknowledgement for the receipt of this Consumer Guide. Doing so will not obligate you to work with our company if you do not choose to do so.

Name (Please print)

Name (Please print)

Signature Date

Signature Date





AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 19345 Ridge Rd, North Royalton, OH

Buyer(s): _____

Seller(s): Marty Sterling Trustee of the CMW Central Trust

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Peter R Kiko Sr/Kristen Kiko and real estate brokerage KIKO will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- ☒ represent only the (check one) ☒ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



Form No. EPA-3 SALES (Rev. 5/99)

ATTACHMENT TO SALES AGREEMENT

Disclosure of Information on Lead - Based Paint and/or Lead - Based Paint Hazards

This addendum made part of sales agreement dated _____

Property Address: 19345 Ridge Road, North Royalton, OH 44133

Seller: Marty J. Sterling, Trustee / Agent: Kristen Kiko

Purchaser(s): _____

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

(a) PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (CHECK (I) OR (II) BELOW):

(I) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(II) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) RECORDS AND REPORTS AVAILABLE TO THE SELLER (CHECK (I) OR (II) BELOW):

(I) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(II) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGMENT (INITIAL)

(c) ☐ Purchaser has received copies of all information listed above.

(d) ☐ Purchaser has received the pamphlet *PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME*.

(e) PURCHASER HAS (CHECK (I) OR (II) BELOW):

(I) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(II) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (INITIAL)

(f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	<u>Marty J. Sterling, Trustee</u> do loop verified 07/31/25 3:14 PM PDT ISC PEID-RTCH-GENR	Seller	_____ Date
Purchaser	_____ Date	Purchaser	_____ Date
Agent	<u>Kristen Kiko</u> do loop verified 07/31/25 1:43 PM EDT LUY BN3L-UQPE-TWHE	Agent	_____ Date

EXHIBIT G

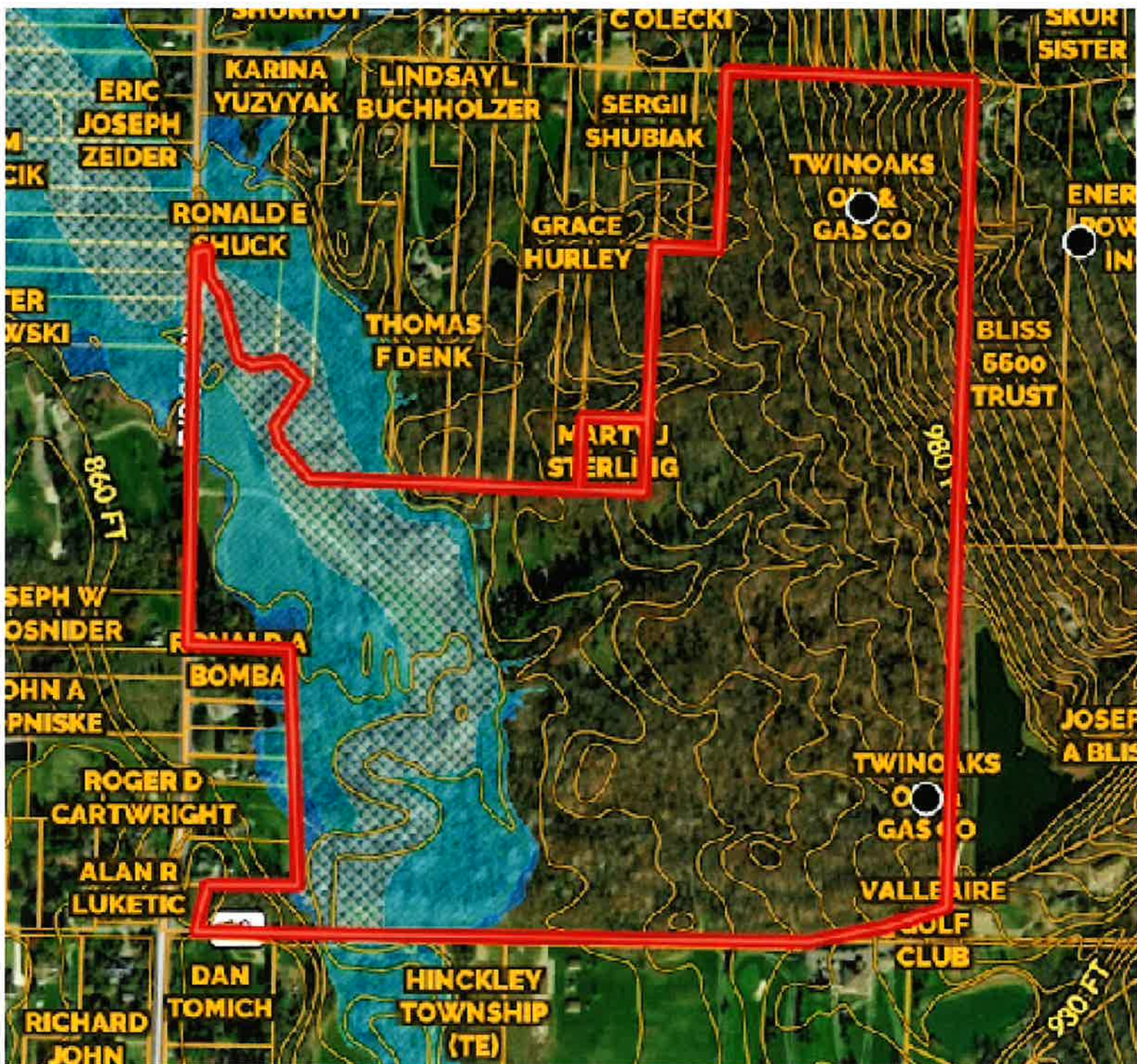


EXHIBIT H



Dana A. Schroeder, MMC
Director of Legislative Services

City of North Royalton

Office of the Council

Paul F. Marnecheck
President of Council

Ward 1 John Nickell
Ward 2 Linda Barath
Ward 3 Joanne Krejci
Ward 4 Jeremy Dietrich
Ward 5 Dawn Carbone-McDonald
Ward 6 Michael Wos

December 8, 2022

CMW Trust/Sterling Marty Trustee
Attn: Carol Milicic
19345 Ridge Road
North Royalton, OH 44133

Re: Agricultural District
Resolution 22-185
PPN 486-11-004

The Council of the City of North Royalton approved Resolution 22-185 at their meeting on December 6, 2022.

This Resolution approves your application for placement of farmland in an Agricultural District.

A certified copy of this Resolution is enclosed. A copy of this Resolution has also been forwarded to the county for their records.

Sincerely

Dana A. Schroeder, MMC
Director of Legislative Services

By Certified Mail – RETURNED 12/16/22
By Regular Mail – 12/19/22

EXHIBIT I

THE CITY COUNCIL OF
NORTH ROYALTON, OHIO

RESOLUTION NO. 22-185

INTRODUCED BY: Nickell, Carbone-McDonald, Krejci

A RESOLUTION APPROVING THE APPLICATION OF CMW TRUST/STERLING MARTY TRUSTEE
FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT, AND DECLARING AN
EMERGENCY

- WHEREAS:** CMW Trust/Sterling Marty Trustee of 19345 Ridge Road, North Royalton, Ohio 44133 has made an application for placement of farmland in an Agricultural District in accordance with Ohio Revised Code Section 929.02; and
- WHEREAS:** The location of the subject property is 19345 Ridge Road, North Royalton, Ohio, which property has been designated as Permanent Parcel Number 486-11-004 and is composed of approximately 139 acres; and
- WHEREAS:** CMW Trust/Sterling Marty Trustee has filed the aforementioned application in accordance with the provisions of Chapter 929 of the Ohio Revised Code; and
- WHEREAS:** Council has reviewed all evidence pertaining to this application and has conducted a public hearing on same as required by law; and
- WHEREAS:** Council desires to approve this application.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON,
COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

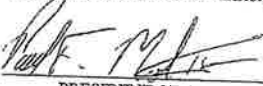
Section 1. The Council of the City of North Royalton, pursuant to Ohio Revised Code Section 929.02, hereby approves the application of CMW Trust/Sterling Marty Trustee for placement of farmland in an Agricultural District for the above described property which is composed of approximately 139 acres.

Section 2. The placement of the subject property in an Agricultural District shall be for a period of five (5) years.

Section 3. The Director of Legislative Services is hereby authorized and directed to forward a copy of this Resolution to CMW Trust/Sterling Marty Trustee by certified mail, return receipt requested, within five (5) days of this approval.

Section 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary for the proper processing of this application.

THEREFORE, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.


PRESIDENT OF COUNCIL

APPROVED: 
MAYOR

DATE PASSED: December 6, 2022

DATE APPROVED: December 8, 2022


ATTEST: 
DIRECTOR OF LEGISLATIVE SERVICES

First reading suspended
Second reading suspended
Third reading December 6, 2022

YEAS: Marnecheck, Nickell, Barath, Krejci,
Dietrich, Carbone-McDonald, Wos

NAYS: none

I, Director of Legislative Services of the
City of North Royalton, certify that this is a true and
exact copy of the original of said Ordinance/Resolution/
22-185


Director of Legislative Services



**Fiscal Office
Appraisal Department**

Notice of 2024 Reappraisal Value for CAUV Program Participants

**Mary S Marty (trustee)
Attn: Carol (marty) Millicic
19345 Ridge Rd
North Royalton, Oh 44133**

**Date of Notice: 10/11/2024
Farm ID#: 44**

CAUV Property Owner,

Every six years the Tax Commissioner for the State of Ohio requires the Cuyahoga County Fiscal Officer, as the statutory assessor of the county, to reappraise all real property in Cuyahoga County. Within this Notice you will find the 2024 Reappraised Value for your property for tax year 2024, payable in 2025.

In addition to the reappraisal, your parcel is enrolled in the Current Agricultural Use Valuation (CAUV) program and has been revalued based off the State of Ohio Department of Taxation's new soil tables. The Cuyahoga County Fiscal Department has no control of the rates mandated in the new soil tables and cannot adjust them. Your tax year 2024 Market and CAUV are as follows:

PARCEL ID	Market Value			CAUV Value		
	Land Value	Bldg Value	Total Value	Land Value	Bldg Value	Total Value
486-11-004	2,359,800	167,000	2,526,800	228,300	167,000	395,300

Please note: Your property tax bill will be based off the Proposed CAUV values.

As part of the 2024 Reappraisal each parcel was reviewed for current use and program eligibility and corrections have been made. If you feel an error has been made or wish to discuss your new property valuation please contact me at your earliest convenience. My information is:

Phone: 216-698-6590 or Email: mbrown1@cuyahogacounty.us

Sincerely,

Michael Brown
CAUV Coordinator /
Appraisal Systems Analyst

\$ _____ / North Royalton OH / 11/1/2025

ON DEMAND after date for value received, individually and collectively.

I promise to pay , Marty J Sterling (trustee) – CMW Central (trust)

on order, the sum of _____ Dollars with interest at rate of 0
percent per annum, payable at 2722 Fulton Dr NW Canton OH 44718, annually.

And I do hereby authorize any Attorney at Law to appear for me in an action of the above note, at any time after said note becomes due, in any Court of Record situated in the County where I then reside or in the County where I or anyone of us signed this warrant and being in the United States, to waive the issuing and service of process, and confess a judgment in favor of the legal holder of the above against me for the amount that may then be due thereon, with interest therein at the rate mentioned, and costs of suit, and to waive and release all errors in said proceedings and the right to appeal from the judgment rendered.

Signature X _____

WARNING: "BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDIT OR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE."

Signature X _____

WARNING: Read warning statement above before signing. At Cuyahoga County, OH

Purchase Agreement 1

Auction Date 11/1/2025

Seller(s) Marty J Sterling (trustee) – CMW Central (trust)

Buyer Information (Must be completed by agent)

Primary Buyer Name _____

Street 1, Suite _____

Home Phone _____

Street 2 _____

Cell Phone _____

City, State, Zip _____

Work Phone _____

E-mail Address _____

* Individually list any other buyer(s) on the back side of the white page.

Attorney to review Title and Closing Documents, if desired

Name _____

Street 1, Suite _____

Home Phone _____

Street 2 _____

Cell Phone _____

City, State, Zip _____

Work Phone _____

DEED INFORMATION

Deed Name _____

Tax Mailing Address

Street 1, Suite _____

Street 2 _____

City, State, Zip _____

Buyer to advise KIKO and/or title company on how title will be taken, as soon as possible.

FINANCING INFORMATION

Type

Financing

No Financing

Lender Name _____

Contact Name _____ Phone Number _____

DEPOSIT INFORMATION

Deposit check on what date? (month/day/year) _____

ONLY FILL OUT FOLLOWING INFO IF GETTING \$10,000 OR MORE IN CASH AND/OR CASHIER CHECK OR COMBINATION OF THE TWO, we are required to report it to the IRS. If the person that provided the funds is someone other than the buyer, obtain the information to complete the section below. Otherwise, obtain the buyer's Social Security Number (SSN), Driver's License # and Date of Birth (DOB).

SSN _____ Driver's License # _____ DOB _____ Occupation _____

Actual Payor Name _____

Street 1, Suite _____

Home Phone _____

Street 2 _____

Cell Phone _____

City, State, Zip _____

Work Phone _____

How this sale was recorded Cassette Digital N/A

The following forms have been signed by the buyer?

Agency Disclosure Form Property Disclosure Form Lead Based Paint Disclosure

Runner Up Information

Runner Up Name _____ Bidder # _____

Street 1, Suite _____

Home Phone _____

Street 2 _____

Cell Phone _____

City, State, Zip _____

Work Phone _____

White copy to OFFICE Yellow copy to BUYER