



2025 PROPERTY					
Deeded Name	JAMES ELIZABETH ANN & DAVID LONG			Taxpayer	JAMES ELIZABETH ANN
Owner	JAMES ELIZABETH ANN & DAVID LONG				22 CROSS COUNTRY LANE
	22 CROSS COUNTRY LANE				SHELBY OH 44875-9308
Tax District	59-UNION TWP-CLAYMONT SD			Land Use	122-TIMBER LAND TAXED AT ITS "CAUV" AS LAND USED FOR THE COMMERCIAL GROWTH OF TIMBER
School District	7901-CLAYMONT SD			Class	Agriculture
Neighborhood	01900-UNION TOWNSHIP			Subdivision	
Location	SE MIDVALE MINE RD			Legal	1 8 4 PR 13 4.888A
CD Year		Acres	4.8880	Living Area	0
Sold	09/22/2016	Sales Amount	0	Volume / Page	1513/1261
				Map / Routing Number	7/21000
				Survey Reference	

2025 VALUES		2025 CURRENT CHARGES	
District	59-UNION TWP-CLAYMONT SD	Full Rate	46.400000
Land Use	122-TIMBER LAND TAXED AT ITS "CAUV" AS LAND USED FOR THE COMMERCIAL GROWTH OF TIMBER	Effective Rate	32.034854

Enrolled Programs		-CAUV-	
Type	Appraised	Assessed	
Land	9,690	3,390	
Improvement	0	0	
Total	9,690	3,390	
CAUV	1,120	390	
Homestead	0	0	
Owner Occupancy	0	0	
Taxable	1,120	390	

Qualifying Rate		27.412627			
Type	Prior	First	Second	Total	
Tax	\$0.00	\$6.28	\$6.28	\$12.56	
Special	\$0.00	\$1.00	\$1.00	\$2.00	
Total	\$0.00	\$7.28	\$7.28	\$14.56	
Paid	\$0.00	\$7.28	\$7.28	\$14.56	
Due	\$0.00	\$0.00	\$0.00	\$0.00	

TRANSFER HISTORY					
Date	Buyer	Deed Type	Sales Amount	Valid	# of Properties
	Seller	Volume / Page	Conveyance #	Exempt	
09/22/2016	Buyer: JAMES ELIZABETH ANN & DAVID LONG	AFFIDAVIT	0.00	N	1
	Seller: PAGE MARCUS A	1513/1261	901394	N	
03/22/2002	Buyer: PAGE MARCUS A	DEED OF TRUST	1,000.00	N	1
	Seller: SEVEN RANGE MINING CORP	0/0	369		

VALUE HISTORY		59-UNION TWP-CLAYMONT SD		122-TIMBER LAND TAXED AT ITS "CAUV" AS LAND USED FOR THE COMMERCIAL GROWTH OF TIMBER	
Tax Year	Appraised Land	CAUV Land	Taxable Land	Taxable Impr	Taxable Total
2025	9,690	1,120	1,120	0	1,120
2022	7,330	1,120	1,120	0	1,120
2019	4,310	1,120	1,120	0	1,120
2016	3,590	1,120	1,120	0	1,120
2013	3,120	1,120	1,120	0	1,120
2010	2,690	490	490	0	490
2008	3,380	490	490	0	490

LAND					
Type	Dimensions	Description			Value
P6-PASTURE 40+	4.8880	Acres			9,690
CAUV					
2025 90.62		2024 73.54		2023 72.02	
Soil Use	Soil Type	Acres	Rate	Value	
WOODLAND	WHE-WESTMORELAND SILT LOAM	4.8880	0.00	1,120	
		Total	4.8880	1,120	

DWELLINGS							
PAYMENT HISTORY							

Date	Amount	Date	Amount	Date	Amount	Date	Amount
06/22/2026	\$0.70	02/02/2022	\$20.62	01/20/2017	\$14.94	02/14/2014	\$0.70
02/13/2026	\$14.56	02/02/2021	\$20.96	02/12/2016	\$15.32	02/05/2013	\$14.56
02/05/2025	\$15.20	02/06/2020	\$20.42	02/10/2016	(\$15.32)	02/02/2012	\$15.20
01/31/2024	\$14.90	02/06/2019	\$20.84	02/02/2016	\$15.32	01/18/2011	\$14.90
01/25/2023	\$19.12	01/24/2018	\$20.88	02/20/2015	\$15.46	02/16/2010	\$19.12



DISTRIBUTION					
Political Subdivision	Levy Name	Levy Year	Tax Rate	Effective Rate	Amount
TUSCARAWAS COUNTY					
TUSCARAWAS COUNTY	GENERAL FUND	-	2.200000	2.200000	\$0.91
				Total	\$0.91
SCHOOL					
CLAYMONT CSD	GENERAL FUND	-	4.200000	4.200000	\$1.74
CLAYMONT CSD	CURRENT EXPENSE	1976	20.500000	13.507778	\$5.03
CLAYMONT CSD	CURRENT EXPENSE	2020	3.000000	2.292225	\$0.87
CLAYMONT CSD	PERMANENT IMPROVEMENTS	2020	2.000000	1.322846	\$0.55
				Total	\$8.19
TOWNSHIP					
UNION TWP	GENERAL FUND	-	1.400000	1.400000	\$0.57
UNION TWP	FIRE & AMBULANCE	2007	1.000000	0.518517	\$0.23
UNION TWP	CURRENT EXPENSE	2024	0.700000	0.573013	\$0.26
UNION TWP EXCL. DENNISON CORP	ROAD AND BRIDGE	-	1.400000	1.400000	\$0.57
				Total	\$1.63
BOARD OF DD					
TUSCARAWAS COUNTY	DEVELOPMENTAL DISABILITIES	1981	1.300000	0.299834	\$0.11
TUSCARAWAS COUNTY	MENTAL HEALTH & RETARDATION	1981	0.000000	0.000000	\$0.00
TUSCARAWAS COUNTY	DEVELOPMENTAL DISABILITIES	1993	1.700000	0.505993	\$0.21
TUSCARAWAS COUNTY	MENTAL HEALTH & DD	1993	0.000000	0.000000	\$0.00
TUSCARAWAS COUNTY	DEVELOPMENTAL DISABILITIES	1997	1.900000	0.655152	\$0.28
TUSCARAWAS COUNTY	MENTAL HEALTH & RETARDATION	1997	0.000000	0.000000	\$0.00
				Total	\$0.60
SENIOR CITIZENS					
TUSCARAWAS COUNTY	SENIOR CITIZEN	2016	0.800000	0.434143	\$0.19
				Total	\$0.19
HEALTH DEPT					
GENERAL HEALTH DISTRICT	CURRENT EXPENSE	2003	1.000000	0.460144	\$0.19
				Total	\$0.19
ADAMHS BOARD					
TUSCARAWAS COUNTY	MENTAL HEALTH	2011	0.500000	0.265208	\$0.11
				Total	\$0.11
VOCATIONAL SCHOOL					
BUCKEYE JVSD	CURRENT EXPENSE	1994	1.000000	0.671657	\$0.25
BUCKEYE JVSD	CURRENT EXPENSE	2013	1.800000	1.328344	\$0.49
				Total	\$0.74



Summary

Tax

Payment History 31

Levy Distribution

Value History

Parcel Number

59-01045-000

Legal Description

1 & 4 PR 13 4.888A

Location

SE MIDVALE MINE RD



Owner

JAMES ELIZABETH ANN & DAVID LONG

Acres

4.8880

2025 Taxes

	Prior	First	Second	Total	
Gross		0.00	9.07	9.07	18.14
Credit		0.00	(2.79)	(2.79)	(5.58)
Inflation Cap Credit		0.00	0.00	(0.70)	(0.70)
Non-Business Credit		0.00	0.00	0.00	0.00
Homestead		0.00	0.00	0.00	0.00
Owner-Occupancy Credit		0.00	0.00	0.00	0.00
Total Real Property Taxes		0.00	6.28	5.58	11.86
C980000000-MWCD		0.00	1.00	1.00	2.00
Real Property Tax Penalty		0.00	0.00	0.00	0.00
Special Assessment Penalties		0.00	0.00	0.00	0.00
Real Property Tax Interest		0.00	0.00	0.00	0.00
Special Assessment Interests		0.00	0.00	0.00	0.00
Total Taxes		0.00	7.28	6.58	13.86
Collected		0.00	7.28	7.28	14.56
Refunded		0.00	0.00	0.70	0.70
Unpaid		0.00	0.00	0.00	0.00

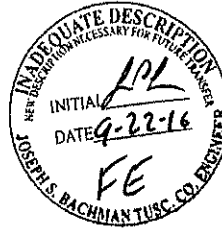
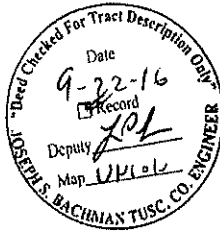
Office 8:30AM to 4:30PM
Hours: Monday – Friday
Address: 125 East High Ave.
New Philadelphia, OH 44663
Phone: 330-365-3254
Fax: 330-365-3259
Email: treasurer@co.tuscarawas.oh.us

Important Links

[Tuscarawas County - Main Page](#)
[Auditor's Real Estate Search](#)
[Pay Now Online](#)

Last Updated: 07/22/2026 10:00 PM
Powered By: [ISSG Inc](#)

SEP 22 2016
AMT 0
LARRY LINDBERG
Tuscarawas County Auditor



AFFIDAVIT OF CONFIRMATION

STATE OF OHIO:

SS:

COUNTY OF Delaware:

ELIZABETH ANN JAMES and DAVID LONG, *Transfer on Death Designation* beneficiaries as designated by Transfer on Death Designation Deed recorded on March 22, 2002 in Volume 1051 at Page 2510 of the Deed Records of Tuscarawas County, Ohio, which transfers to them the certain real property described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Tax Parcel No. 59-01045-000

Physical Address: SE Midvale Mine Rd.

Prior Instrument Reference: Vol. 1051 at Page 2510 of the Deed Records, Tuscarawas County, OH.

Said *Transfer on Death Designation Affidavit* designates **ELIZABETH ANN JAMES and DAVID LONG** as transfer on death beneficiaries to receive the owner's title to that property upon the death of owner **MARCUS A. PAGE**.

Tax Mailing Address: David Long - 22 Cross Country Lane, Shelby, OH 44875-9308

MARCUS A. PAGE died on January 28, 2016. A certified copy of her death certificate is attached to this affidavit.

Signed this 19 day of August 2016.

Elizabeth Ann James
ELIZABETH ANN JAMES

David Long
DAVID LONG

STATE OF OHIO:
SS
COUNTY OF DELAWARE:

Signed before me by **ELIZABETH ANN JAMES** at

Wesleyville, Ohio this 19th day of

August, 2016.

[Signature]
Notary Public



STATE OF OHIO:
SS
COUNTY OF RICHLAND:

Signed before me by **DAVID LONG** at

Mansfield, Ohio this 26 day of
August, 2016.

Sandra Strine
Notary Public

THIS INSTRUMENT PREPARED BY:
E. K. Wright, Attorney at Law
New Philadelphia, Ohio 44663

SANDRA STRINE
NOTARY PUBLIC • STATE OF OHIO
Recorded in Richland County
My commission expires Sept. 14, 2020

EXHIBIT "A"

Situated in the County of Tuscarawas in the State of Ohio and in the Township of Union and being the surface rights and right to mine the No. 6 vein of coal only in the following described real estate: and known as a part of Lot No. 13 in the 4th Quarter of Township 8, Range 1 of the U. S. M. Lands. The part herein described being out of an 86.50 acre tract conveyed to Marcus A. and Marie Nell Page by J & M Mining, Inc. deed recorded in Volume 426 Page 77 of the Tuscarawas County Deed Records.

Beginning at a 36 Inch read oak corner tree at the northeast corner of Lot No. 13 and the northwest corner of Lot No. 4 in the Fourth Quarter of Township 8, Range 1, thence in a southerly direction with the east line of Lot No. 13 and the west line of Lot Number 4 S 1-31 E, 710.0 feet to a point in said mentioned lines, S89-33W, 300.0 feet to a point; thence N1-21W, 710.0 feet to a point in the north line of said Lot No. 13, thence in a easterly direction with said north line N89-33E, 300.0 ft. to the place of beginning containing 4.888 acres, but subject to all legal right of ways.

Reg. Dist. No. 70
Primary Reg. Dist. No. 7001

Ohio Department of Health
VITAL STATISTICS
CERTIFICATE OF DEATH

State File No. 2016009029

Registrar's No. 20112 - 000082

1. Decedent's Legal Name (First, Middle, Last, Suffix) (Include AKA's if any)		2. Sex	3. Date of Death (Mo/Day/Year)
MARCUS ARTHUR PAGE		MALE	JANUARY 28, 2016
4. Social Security Number	5a. Age (Years)	5b. Under 1 Year	5c. Under 1 Day
200-40-0844	96	Months	Days
6. Date of Birth (Mo/Day/Year)		7. Birthplace (City and State or Foreign Country)	
JANUARY 28, 1919		MIDVALE, OHIO	
8a. Residence State		8b. County	8c. City or Town
OHIO		TUSCARAWAS	DENNISON
9a. Street and Number		9b. Apt. No.	9c. Zip Code
1516 MIDVALE MINE ROAD			44621
10. Marital Status at Time of Death		11. Surviving Spouse's Name (If wife, give name prior to first marriage)	
WIDOWED (AND NOT REMARRIED)			
12. Decedent's Education		13. Decedent of Hispanic Origin	14. Decedent's Race
ASSOCIATE DEGREE (e.g., AA, AS)		NO	WHITE
15. Father's Name		16. Mother's Name (prior to first marriage)	
ARTHUR RAY PAGE		MARGARET FARRAND	
17a. Informant's Name		17b. Relationship to Decedent	17c. Mailing Address (Street and Number, City, State, Zip Code)
JOYCE LONG		DAUGHTER	134 REDWOOD ROAD
18a. Place of Death		18b. City or Town, State and Zip Code	
WEDGEWOOD ESTATES		MANSFIELD, OH 44907	
18c. Facility Name (If not institution, give street & number)		18d. County of Death	
800 SOUTH TRIMBLE ROAD		RICHLAND	
19. Signature of Funeral Director or Other Agent		20. License Number (if applicable)	21. Name and Complete Address of Funeral Facility
Tammah E. Snyder		9828	SNYDER FUNERAL HOMES INC
22a. Method of Disposition		22b. Date of Disposition (Mo/Day/Year)	22c. Location (City/Town and State)
CREMATION		Jan 30, 2016	MT VERNON, OH
22d. Place of Disposition (Name of Cemetery, Crematory, or other place)		22e. Date Disposition Performed (Mo/Day/Year)	
OHIO FUNERAL SUPPORT SERVICES		JAN 29, 2016	
23. Registrar's Signature		24. Date Filed (Mo/Day/Year)	25. Death No.
Tammah E. Snyder		Feb 2, 2016	7000
26a. Name of Person Issuing Disposition Permit		26b. Date Disposition Permit Issued (Mo/Day/Year)	
SNYDER, J. TODD		JAN 29, 2016	
27. Certifier (Check only one)		28. Time of Death	
☒ Certifying Physician		0330	
☐ Coroner or Medical Examiner		25c. Date Pronounced Dead (Mo/Day/Year)	
		January 28, 2016	
		26c. Was the Medical Examiner or Coroner Contacted?	
		NO	
		27a. Signature and Title of Certifier	
		Tammah E. Snyder DO	
		27b. License Number	
		34.004844	
		27c. Date Signed (Mo/Day/Year)	
		JANUARY 29, 2016	
27. Name (First, Middle, Last) and Address of Person who Completed Cause of Death			
DANIEL DALE BURWELL, 658 S TRIMBLE RD, MANSFIELD, OH 44906			
28. Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.			
Immediate Cause (Final disease or condition resulting in death)		Approximate Interval Between Onset and Death	
ALZHEIMER'S DEMENTIA		SEVERAL YEARS	
29. Due to (or as consequence of)			
30. Due to (or as consequence of)			
31. Underlying Cause (Disease or injury that initiated events resulting in a death)			
32. Due to (or as consequence of)			
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.			
33a. Was an Autopsy Performed?		33b. Were Autopsy Findings Available Prior to Completion of Cause of Death?	
☐ Yes ☒ No		☒ YES ☐ NO ☐ Not Applicable	
34. Manner of Death		35. Injury at Work?	
☒ Natural		☐ Yes ☒ No	
☐ Accident			
☐ Suicide			
36a. Date of Injury (Mo/Day/Year)		36b. Time of Injury	36c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)
37. Location of Injury (Street and Number or Rural Route Number, City or Town, State)			
38. Descriptive How Injury Occurred:			
39. If Transportation Injury, Specify:			
☐ Driver/Operator ☐ Pedestrian ☐ Passenger			
☐ Other:			

20160009675
EDD WRIGHT
20160009676
EDD WRIGHT
PICK UP

COPIES OF THIS CERTIFICATE OF DEATH
THE OHIO DEPARTMENT OF HEALTH

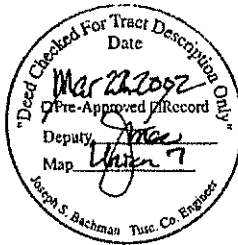
FE 13010104

KEVIN L. WRIGHT, M.D.
DIRECTOR OF HEALTH

TRANSFERRED
 TRANSFER FEE 5.00
 CONVEYANCE EXAMINED,
 SEC. 319-207 R. C. COMPLIED WITH

MAR 22 2002

AMT. 2.00
MATT JUDY
 Tuscarawas County Auditor



200200004746
 Filed for Record in
 TUSCARAWAS COUNTY, OH
 LORI L SMITH
 03-22-2002 02:13 pm.
 DEED 18.00
 OR Volume 1051 Page 2510 - 2512

TRANSFER ON DEATH DEED

SEVEN RANGE MINING, CORP., grants with general warranty covenants, to **MARCUS A. PAGE** whose tax mailing address is 1515 Midvale Mine Road, S.E., Dennison, Ohio 44621 transfer on death to **ELIZABETH ANN JAMES** and **DAVID LONG**, or their respective survivors in the event of the death of either, the following real property:

Situated in the County of Tuscarawas in the State of Ohio and in the Township of Union and being the surface rights and right to mine the No. 6 vein of coal only in the following described real estate: and known as a part of Lot No. 13 in the 4th Quarter of Township 8, Range 1 of the U. S. M. Lands. The part herein described being out of an 86.50 acre tract conveyed to Marcus A. and Marie Nell Page by J & M Mining, Inc. deed recorded in Volume 426 Page 77 of the Tuscarawas County Deed Records.

Beginning at a 36 inch read oak corner tree at the northeast corner of Lot No. 13 and the northwest corner of Lot No. 4 in the Fourth Quarter of Township 8, Range 1, thence in a southerly direction with the east line of Lot No. 13 and the west line of Lot Number 4 S 1-31 E, 710.0 feet to a point in said mentioned lines, S89-33W, 300.0 feet to a point; thence N1-21W, 710.0 feet to a point in the north line of said Lot No. 13, thence in a easterly direction with said north line N89-33E, 300.0 ft. to the place of beginning containing 4.888 acres, but subject to all legal right of ways.

PARCEL NUMBER: 59-01045-000

PRIOR INSTRUMENT REFERENCE: Volume _____, Page _____ of the Tuscarawas County Deed Records.

WITNESS my hand this 20th day of February, 2002.

IN THE PRESENCE OF:

**SEVEN RANGE MINING
CORP.**

Mark H. Fave
WITNESS

Rodman E. Thompson
by Rodman E. Thompson,
Jr., President

Margaret A. Thompson
WITNESS

THIS INSTRUMENT PREPARED BY:
E. K. Wright
Attorney at Law
New Philadelphia, Ohio 44663

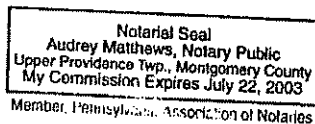
260200004746
MARCUS PAGE
PICK UP

THE STATE OF PENNSYLVANIA)
Chester) ss:
COUNTY)

BE IT REMEMBERED, that on this 20TH day of February, 2002, before me, the subscriber, a Notary Public in and for said county, personally came RODMAN E. THOMPSON, JR., as PRESIDENT OF SEVEN RANGE MINING CORP., the Grantor in the foregoing deed and acknowledged the signing thereof to be his voluntary act and deed.

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

NOTARY PUBLIC



IN WITNESS WHEREOF, J. & M. Mining Inc. has caused its corporate seal to be hereto affixed and the signatures of its President and Secretary to be hereto subscribed this 24th day of August, A.D. Nineteen Hundred Sixty Three (1963).

Signed and acknowledged
in presence of:

J. & M. MINING INC.

By Marvin Davidson
President

Attest Carol Davidson
Secretary

THE STATE OF OHIO, TUSCARAWAS COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared Marvin Davidson, President, and Carol Davidson, Secretary, respectively, of J. & M. Mining, Inc., who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation and that they did sign and seal said instrument as such officers, on behalf of said corporation and by authority of its Board of Directors and that the same is their free act and deed individually, and as such officers, and the free and corporate act and deed of said J. & M. Mining, Inc.

In Testimony Whereof I have hereunto set my hand and affixed my official seal at New Philadelphia, Ohio, this 24th day of August, A. D., 1963.

This instrument prepared by:
P. S. Olmstead
Attorney
New Philadelphia, Ohio

Leslie R. Early
LESLIE R. EARLY, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date
Section 147.03

3849 RECEIVED FOR RECORD AUG 26 1963 Vol. 423 Page 77 Records of Tuscarawas County, Ohio	J. & M. MINING, INC. TO MARCUS A. PAGE AND MARIE NELL PAGE Address: Box 243 R.R. 1 Dennison, Ohio	TRANSFERRED AUG 26 1963 DONALD R. KUNSEY Attorney, Insurance, Real Estate, Etc.	P. S. OLMSTEAD ATTORNEY AT LAW OHIO SAVINGS AND TRUST BUILDING NEW PHILADELPHIA, OHIO The Tuttle Law Print, Publishers, Rutland, Vt.

3-7-2005
See 80
Vol 1180
Pg 1690

1-18-2011
See of the 1348
Pg 916

VOL 424 Nov 78

3849 WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:- That J. & M. MINING, INC., an Ohio Corporation, the Grantor, for the consideration of TEN DOLLARS (\$10.00) received to its full satisfaction of MARCUS A. PAGE and MARIE NELL PAGE, the Grantees, does Give, Grant, Bargain, Sell and Convey unto the said Grantees, their heirs and assigns, the following described premises:-

Tract #1: Situated in the County of Tuscarawas, in the State of Ohio and in the Township of Union and bounded and described as follows:

Being known as part of Lot Number Thirteen (13) in the Fourth Quarter of Township Number Eight (8), Range Number One (1) and more fully described by being bounded as follows, to-wit:

Commencing at a point on the south line of said Lot #13, said point being in a westerly direction 943.5 feet distance from the southeast corner of said Lot, and running thence north 29 deg. 51 min. west 709 feet to a stake; thence north 89 deg. 56 min. west 820 feet to a stake; thence south 9 deg. 12 min. east 642 feet to a point on the south line of said Lot #13; thence east 1066 feet to the place of beginning, containing in area Thirteen and Fifty One-hundredths (13.50) acres, more or less, and being the premises described in Vol. 174, at page 205 and Volume 95, pages 331-332 of the Deed Records of Tuscarawas County, Ohio.

Excepting, however, from the above described premises all the underlying coal, and the rights to remove said coal.

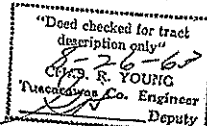
And subject to all rights of the Lessees, and together with all rights of the Lessors, under any leases in respect to gas and oil rights now subsisting.

Said premises are subject to an Oil and Gas Lease to Belden & Blake Oil Production dated November 16, 1957, recorded in Vol. 57, page 319 Lease Records. The Grantor hereby assigning to the Grantee all rights, rents, royalties and benefits, insuring to the Grantor under said lease.

Also subject to an Easement to The Ohio Power Company dated August 25, 1947 and recorded in Vol. 290 page 479 Deed Records.

TRACT #2: First Parcel: Situate in Goshen Township, Tuscarawas County, Ohio, and being a part of Lot Number Twenty (20) in the fourth quarter of township 8, range 1, and beginning at the southeast corner of said lot 20; thence north on the east line of said lot to the southeast corner of lot 21; thence west on the north line of said lot 20, 53 rods more or less, to the southwest corner of a tract of land a part of lot 21 sold by Clarence F. Carroll and deeded by him and his

P. S. OLMSTEAD
ATTORNEY AT LAW
OHIO REV. & TR. BLDG.
NEW PHILADELPHIA, OHIO



wife to Percy A. Bartholomew dated April 7, 1884 and recorded in deed records of said county, Vol. 91, page 580; thence from said point on said north line of said lot 20 in a southeasterly direction to the place of beginning, containing sixteen and one-half (16½) acres, more or less, but excepting therefrom all stone coal underlying said tract.

Second Parcel: Situate in Union Township, Tuscarawas County, Ohio, and being Lot 13 in the fourth quarter of Township 8, Range 1, containing one hundred acres excepting therefrom thirteen (13) acres, more or less heretofore conveyed therefrom by Alexander Renneker and wife to John Renneker by deed dated January 14, 1915 and recorded in the deed records of said County in Vol. 174 at page 205 reference to which deed is hereby made, and also excepting therefrom all of the stone coal underlying said tract; the tract hereby described estimated to contain eighty-seven (87) acres, more or less.

Foregoing premises are subject to an easement to the Ohio Power Company, Vol. 290 page 473 deed records, and also subject to an oil and gas lease to Belden and Flake Oil Production, assigned to the East Ohio Gas Company, Vol. 15, page 298, Release Records, the said grantors hereby assigning all right, title and interest benefits and royalties inuring thereunder to the said grantee, its successors and assigns.

Together with any and all rights in and to the number 7 vein of coal in Union Township, Tuscarawas County, Ohio, being Lot 13 in the 4th quarter of the eighth township in the first range.

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

And the said Grantor, does for itself and its successors and assigns, covenant with the said Grantees, their heirs and assigns, that at and until the ensealing of these presents, it was well seized of the above described premises, as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever, except taxes and assessments for the year 1963, which taxes and assessments the grantees assume and agree to pay,

P. S. OLMSTEAD
ATTORNEY AT LAW
OHIO SAV. & TR. BLDG.
NEW PHILADELPHIA, OHIO

and that it will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantees, their heirs and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

IN WITNESS WHEREOF, J. & M. Mining Inc. has caused its corporate seal to be hereto affixed and the signatures of its President and Secretary to be hereto subscribed this 24th day of August, A. D., Nineteen Hundred Sixty Three (1963).

Signed & acknowledged in presence of:

J. & M. MINING INC

By Marvin Davidson President

Attest Carol Davidson Secretary

Leslie P. Early
Marynie Doty

THE STATE OF OHIO, TUSCARAWAS COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared Marvin Davidson, President, and Carol Davidson, Secretary, respectively, of J. & M. Mining, Inc., who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation and that they did sign and seal said instrument as such officers, on behalf of said corporation and by authority of its Board of Directors and that the same is their free act and deed individually, and as such officers, and the free and corporate act and deed of said J. & M. Mining, Inc.

In Testimony Whereof I have hereunto set my hand and affixed my official seal at New Philadelphia, Ohio, this 24th day of August, A. D., 1963.

This instrument prepared by:
P. S. Olmstead
Attorney
New Philadelphia, Ohio

Leslie P. Early
LESLIE P. EARLY, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date
Section 147.03

931 Crater Ave., Dover, Ohio.

Harold Miller
TOD
Amelia Miller



TRANSFERRED
AUG 26 1963

DONALD R. KINSEY
AUG 26 1963

County of Tuscarawas
State of Ohio

Recorded for record on the
day of Aug 26 1963
at 2 o'clock P M.
and recorded AUG 30 1963 19
Book Page
Notary Public

Recorded fee \$ 2.00
COUNTY RECORD
This instrument prepared by:

And for valuable consideration---Marion E. Espenschied and Naomi Espenschied---

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

In Witness Whereof, -They- have hereunto set their hands, the 28th day of July, in the year of our Lord one thousand nine hundred and fifty nine.

Signed and acknowledged in presence of

John L. Woodard
Ellen Burton

Marion E. Espenschied
Marion E. Espenschied
Naomi Espenschied
Naomi Espenschied

State of Ohio, } ss. Before me, a--- Notary Public---
Tuscarawas County, } in and for said County and State, personally appeared
the above named ---Marion E. Espenschied and
Naomi Espenschied---

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

In Testimony Whereof I have hereunto set my hand and official seal, at ---Dover, Ohio---
this 28th day of July, A. D. 19 59

John L. Woodard
Notary Public
JOHN L. WOODARD, Notary Public
My Commission Expires Jan. 15, 1961

This instrument prepared by John L. Woodard, Atty., Dover, Ohio

15553
Deed

JOHN CLIFFORD RAINSBURG and
EDNA RAINSBURG, husband
and wife TO
J. & M. MINING, INC.

19
TRANSFERRED

AUG 29 1959
COUNTY AUDITOR
TUSCARAWAS COUNTY, OHIO

COUNTY OF TUSCARAWAS
RECEIVED FOR RECORD ON THE
AUG 29 1959
at 10:00 A.M.
and RECORDED SEP - 1 1959 in
DEED BOOK Page
Robert E. Moore

COUNTY RECORDER
RECORDERS FEE \$ 3.00

LAW OFFICE
RAYMOND C. RICE
CITIZENS NATIONAL BANK BUILDING

WARRANTY DEED

VOL 392 PAGE 188

TUTBLANK REGISTERED U.S. PAT. OFFICE
Title Law Print Publishers, Rutland, Vt.
Standard Ohio Form 601

5553

Know all Men by these Presents

That JOHN CLIFFORD RAINSBURG, also known as and one and the same person as CLIFFORD RAINSBURG and EDNA RAINSBURG, husband and wife

of the Township of Union, County of Tuscarawas
and State of Ohio Grantor s, in consideration of the sum of
ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATIONS
to them paid by J. & M. MINING, INC., an Ohio Corporation

of the of County of Tuscarawas
and State of Ohio Grantee, the receipt whereof is hereby
acknowledged, do hereby grant, bargain, sell and convey to the said
Grantee, J. & M. Mining, Inc.

its successors ~~and~~ and assigns forever, the
following Real Estate situated in the County of Tuscarawas
in the State of Ohio, and in the Township of
Goshen and bounded and described as follows:

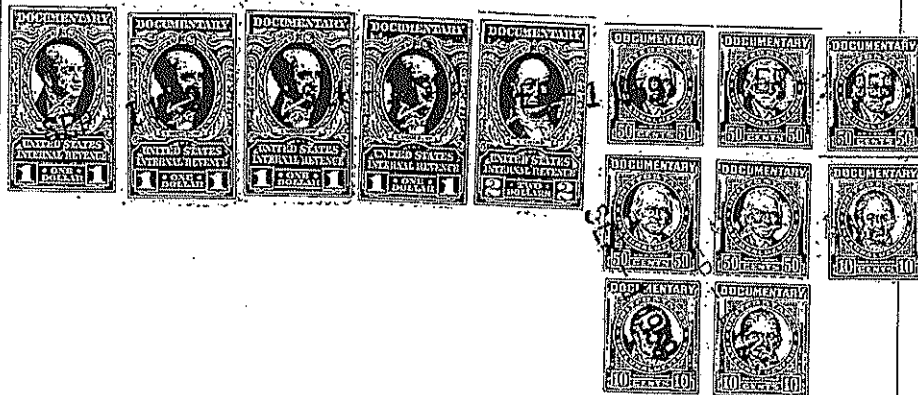
And being a part of lot number 20 in the fourth quarter of Township eight (8), Range One (1) and beginning at the southeast corner of said lot Twenty (20); thence north on the east line of said lot to the southeast corner of lot twenty one (21) thence west on the north line of said lot twenty (20) fifty-three rods more or less, to the southwest corner of a tract of land a part of lot twenty one (21) sold by Clarence F. Carroll and deeded by him and his wife to Percy A. Bartholomew, dated April 7th, 1884, and recorded in deed records of said county, Vol. 91, page 580; thence from said point on said north line of said lot twenty (20) in a southeasterly direction to the place of beginning, containing sixteen and one-half (16½) acres more or less, but excepting therefrom all stone coal underlying said tract.

ALSO situate in Union Township, Tuscarawas County, Ohio, and being lot 13 in the fourth quarter of Township 8, Range 1 containing 100 acres excepting therefrom 13 acres more or less heretofore conveyed therefrom by Alexander Renneker and wife to John Renneker by deed dated January 14th, 1915, and recorded in the deed records of said County in Vol. 174, page 205 reference to which deed is hereby made, and also excepting therefrom all of the stone coal underlying said tract; the tract hereby described estimated to contain 87 acres more or less.

The foregoing premises are subject to an easement to The Ohio Power Company recorded in Volume 290, Page 473, Deed Records, Tuscarawas County, Ohio and also subject to an Oil and Gas Lease to Belden & Blake Oil Production and assigned to The East Ohio Gas Company as recorded in Volume 15, Page 298 of the Release Records, Tuscarawas County, Ohio. The

said Grantors hereby assigning all rights, rents, royalties and benefits inuring thereunder to the said Grantee, its successors and assigns.

FORMER CONVEYANCES: Volume 239, Page 540 and Volume 282, Page 189, Deed Records, Tuscarawas County, Ohio.



To have and to hold said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee, J. & M. Mining, Inc.

its successors ~~and assigns~~ forever.

And the said Grantors, John Clifford Rainsberg and Edna Rainsberg.

for themselves and their heirs,
do hereby covenant with the said Grantee, J. & M. Mining, Inc.

its successors
~~and assigns~~, that they are lawfully seized of the premises
aforesaid; that the said premises are free and clear from all Incumbrances whatsoever

except taxes and assessments for the first half of the year 1959, being the taxes and assessments coming due in December, 1959, which taxes and assessments the Grantors assume and agree to pay, and the taxes and assessments for the last half of the year 1959, being the taxes and assessments coming due in June, 1960 and thereafter, which taxes and assessments the Grantee assumes and agrees to pay,

and that they will forever Warrant and Defend the same, with the appurtenances, unto the said Grantee, J. & M. Mining, Inc.

its successors ~~and assigns~~
against the lawful claims of all persons whomsoever, except as aforesaid.

va 392-190

In Witness Whereof the said Grantors, John Clifford Rainsberg
and Edna Rainsberg, husband and wife

who hereby release their rights of dower in the premises, have
hereunto set their hands, this 24th day of August
in the year of our Lord one thousand nine hundred and fifty-nine (1959)

Signed and acknowledged in presence of

Raymond C. Rice
Kenneth Welsh

John Clifford Rainsberg
JOHN CLIFFORD RAINSBURG

Edna Rainsberg
EDNA RAINSBURG

The State of OHIO
TUSCARAWAS County } ss.

Be it Remembered That on this 24th day
of August A.D. 1959, before me, the subscriber,
a Notary Public in and for said county, personally came the
above named John Clifford Rainsberg, also known as and one and the same
person as Clifford Rainsberg and Edna Rainsberg, husband and
wife

the Grantors
in the foregoing Deed, and acknowledged the signing of the same to be their
voluntary act and deed, for the uses and purposes therein mentioned.

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

RAYMOND C. RICE, Notary Public
My Commission Expires Jan. 18, 1961.

Raymond C. Rice
NOTARY PUBLIC

This instrument prepared by Raymond C. Rice, Attorney-at-Law,
New Philadelphia, Ohio

Also another parcel of land, being a part of Lot #14 of the above described lots beginning at the original northeast corner of said lot; thence south 2° west 13.00 chains to a post on the east boundary line of said lot; thence north 88° west 4.20 chains to a post where a white oak tree 28 inches in diameter bears north 36° east distant 27 and 3/4 links; thence south 2° west 3.70 chains to a post where a white oak tree 18 inches in diameter bears south 57 and 3/4° west distant 36 links; thence north 88° west 23.85 chains to a post on the west side of a stone fence; thence north 2° east 6.15 chains to a post where a black oak tree 12 inches in diameter bears north 48° east distant 16 and 3/4 links; thence south 88° east 4.13 chains to a post; thence north 2° east 8.55 chains to a post on the north boundary line of said lot #14; thence south 88° east 24.00 chains to the place of beginning, containing 42.80 acres.

Also the following described premises: situated in the Township of Wayne, County of Tuscarawas and State of Ohio, and known as a part of Lot #14 of the Military Lands of the United States, located in said township above named and bounded as follows: Beginning at the southwest corner of said Lot #14; thence south 88° east 98 rods and 24 links to a stone; thence north 2° east 32 rods and 8 and 1/3 links to a white oak tree 30 inches in diameter; thence north 88° west 98 rods and 24 links to a post; thence south 2° west 32 rods and 6 and 1/3 links to the place of beginning, containing 20 acres, be the same more or less, but subject to all legal highways.

Saving and excepting from the tract last above described the following parcel conveyed by Andrew Ax and wife to William Laybaugh by Warranty Deed bearing dated February 11, 1884, recorded in Vol. 90, page 185 of the record of deeds of Tuscarawas County, Ohio, and described as follows: Situated in the Township of Wayne, County of Tuscarawas and State of Ohio, and known as a part of Lot #14 of the Military Lands of the United States, located in the township above named and bounded as follows: Beginning at the southwest corner of said Lot #14; thence south 88° east 49 rods and 3 1/2 links to a stone; thence north 2° east 32 rods and 13 links to a stone; thence north 88° west 49 rods and 22 links to a stone; thence south 2° west 33 rods and 6 links to the place of beginning, containing 10 acres, be the same more or less, but subject to all legal highways, leaving the amount of land herein conveyed exclusive of said exception of 10 acres.

Total amount of land conveyed is 87.19 acres, more or less.

That the names of the devisees and the interests to them passing, are as follows:

Names	Interests Passing
Isa May Funk	all

That the persons inheriting said Real Estate and the interest by each inherited are as follows:

Names	Interests Passing
-------	-------------------

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax duplicate, to the names of the persons set forth, and that this certificate be recorded by the Recorder of Tuscarawas County, in the deed records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 28th day of January, 1947.

RALPH FINLEY

RW Galsberg Probate Judge
Deputy Clerk

15243

No.

Page

PROBATE COURT
TUSCARAWAS COUNTY, OHIO

IN THE MATTER OF
THE ESTATE OF

Deceased

CERTIFICATE FOR TRANSFER OF
REAL ESTATE

Transferred 194...

FEB 12 1947

By ...

RECEIVED FOR RECORD

FEB 13 1947

Recorded

Volunteer of the

TUSCARAWAS COUNTY, OHIO

ELBERT MYER, County Recorder

By ...

Deputy

12

CERTIFICATE FOR TRANSFER OF REAL ESTATE

The State of Ohio, Tuscarawas County, ss.

PROBATE COURT

In the Matter of the Estate of

No. 20619

..... VIOLA RAINSBURG Deceased }

CERTIFICATE FOR TRANSFER
OF REAL ESTATE

To the Recorder of Tuscarawas County, Greeting:

I hereby certify that the records of this Court show that Viola Rainsburg
residing at Union Township, Ohio died intestate
on October 17th 1946 that no administration is being had on
her estate:

a memorandum record of said estate can be found in Administration Docket, No. 31
Page 139 20619 of the Records of the Probate Court of Tuscarawas
County, Ohio;

That said decedent died seized of the following described parcels of real estate in your county:

Undivided one half interest in the following real estate:

Situate in the Township of Goshen in the County of Tuscarawas and State of Ohio, and being a part of lot number 20 in the fourth quarter of Township eight (8), Range One (1) and beginning at the southeast corner of said lot Twenty (20); thence north on the east line of said lot to the southeast corner of lot twenty one (21) thence west on the north line of said lot twenty (20) fifty-three rods more or less, to the southwest corner of a tract of land a part of lot twenty one (21) sold by Clarence F. Carroll and deeded by him and his wife to Percy A. Bartholomew, dated April 7th, 1894 and recorded in deed records of said county, Vol. 91, page 580; thence from said point on said north line of said lot twenty (20) in a southeasterly direction to the place of beginning, containing sixteen and one-half (16½) acres more or less, but excepting therefrom all stone coal underlying said tract.

Also situate in Union Township, Tuscarawas County, Ohio, and being lot 13 in the fourth quarter of Township 8, Range 1 containing 100 acres excepting therefrom 13 acres more or less heretofore conveyed therefrom by Alexander Renneker and wife to John Renneker by deed dated January 14th, 1915, and recorded in the deed records of said County in Vol. 174, page 205 reference to which deed is hereby made, and also excepting therefrom all of the stone coal underlying said tract; the tract hereby described estimated to contain 87 acres more or less.

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

NAME	AGE	ADDRESS	RELATIONSHIP	PORTION INHERITED
John Clifford Rainsburg	Adult	R.F.D.#1, Dennison, Ohio	Son	All

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 15th day of February 1947.

..... RALPH FINLEY
Probate Judge

By *Bulgarney* Deputy Clerk

11168

CERTIFICATE FOR TRANSFER OF REAL ESTATE

THE STATE OF OHIO, TUSCARAWAS COUNTY, ss.

In the Matter of the Estate of
 Homer W. Rainsberg
 Deceased)

PROBATE COURT

No. 17258

CERTIFICATE FOR TRANSFER OF REAL ESTATE

To the Recorder of Tuscarawas County, Greeting:

I hereby certify that the records of this Court show that Homer W. Rainsberg residing at Route #1, Dennison, died intestate on February 9th, 1940, that no administration is being had on his estate;

a memorandum record of said estate can be found in Administration Docket, No. 25, Page 378, under estate No. 17258, of the Records of the Probate Court of Tuscarawas County, Ohio;

That said decedent died seized of the following described parcels of real estate in your county:

Situate in the Township of Goshen in the county of Tuscarawas and the State of Ohio, and being a part of lot number 20 in the fourth quarter of Township eight (8), Range One (1) and beginning at the southeast corner of said lot Twenty (20) thence North on the east line of said lot to the southeast corner of lot twenty-one (21), thence west on the north line of said lot twenty (20) fifty-three rods more or less, to the southwest corner of a tract of land a part of lot twenty-one (21) sold by Clarence F. Carroll and deeded by him and his wife to Percy A. Bartholomew, dated April 7, 1884, and recorded in deed records of said county, Vol. 91, page 580; thence from said point on said north line of said lot twenty (20) in a southeasterly direction to the place of beginning, containing sixteen and one-half (16½) acres, more or less, but excepting therefrom all stone coal underlying said tract.

Also: Situate in Union Township, Tuscarawas County, Ohio, and being lot 13 in the fourth quarter of Township 8, Range 1 containing 100 acres excepting therefrom 13 acres more or less heretofore conveyed therefrom by Alexander Renneker and wife to John Renneker by deed dated January 14, 1915, and recorded in the deed records of said County in Vol. 174, page 205 reference to which deed is hereby made, and also excepting therefrom all of the stone coal underlying said tract; the tract hereby described estimated to contain 87 acres more or less.

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

NAME	AGE	ADDRESS	RELATIONSHIP	PORTION INHERITED
Viola Rainsberg	63	R. D. #1, Dennison, Ohio	Widow	One-half
Clifford Rainsberg	21	R. D. #1, Dennison, Ohio	Son	One-half

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 27th day of May, 1940.

J. H. Lamneck

Probate Judge (Seal)

By Geo. C. LaPorte, Deputy Clerk

Transferred June 27, 1940, O. C. Johnston, Auditor

Received June 27, 1940 at 9:40 A. M.

Recorded July 8, 1940

Fee \$.60

Recorder

RECORDED BY *fl*

1345

Geo W Shonk, Sheriff
to
Homer W Rainsberg

The State of Ohio, Tuscarawas County, ss
To all to Whom These Presents Shall Come, Greeting: Whereas, On the 29th day of September, 1921 Nicholas J. Spring filed his certain Petition in the Court of Common Pleas, within and for the County of Tuscarawas against Homer W. Rainsberg demanding Partition of certain Real Estate, hereinafter described; And Whereas, such proceedings were had upon said petition, that At the September term of said Court, 1921, the Sheriff of said County was ordered to sell said Real Estate at public auction, whereupon the said Sheriff, in pursuance of said order, having caused the same to be duly advertised, did on the 14 day of Jan. 1922, sell said Real Estate at public auction to Homer W. Rainsberg for the sum of \$5950.00 dollars which sale was afterward, at the January term of said Court 1922 Approved and confirmed and the Sheriff ordered to execute and deliver a Deed in Fee Simple to the purchaser for said Real Estate, all of which will more fully appear, reference being had to the Records of said Court.

Now, therefore, I, Geo. W. Shonk, Sheriff of said County, in consideration of the premises and by virtue of the powers in me vested by law, do by these presents, grant, bargain, alien and convey unto the said Homer W. Rainsberg and to his heirs and assigns forever, said Real Estate so sold as aforesaid and which is bounded and described as follows, to-wit:

Situate in the township of Goshen in the County of Tuscarawas and State of Ohio.
First Parcel: Situate in Goshen Township, Tuscarawas County, Ohio and being a part of lot number twenty (20) in the fourth quarter of township eight (8) range one (1) and beginning at the southeast corner of said lot twenty (20); thence north on the east line of said lot to the southeast corner of lot twenty-one (21); thence west on the north line of said lot twenty (20), fifty-three rods more or less to the southwest corner of a tract of land a part of lot twenty-one (21) sold by Clarence F. Carroll and deeded by him and his wife to Percy A Bartholomew dated April 7th, 1884 and recorded in deed records of said county volume 91, page 580; thence from said point on said north line of said lot twenty (20) in a southeasterly direction to the place of beginning, containing sixteen and one-half (16½) acres, more or less, but excepting therefrom all stone coal underlying said tract.

Second Parcel: Situate in Union Township, Tuscarawas County, Ohio and being lot thirteen (13) in the fourth quarter of township eight (8), range one (1) containing one hundred acres, excepting therefrom thirteen (13) acres, more or less heretofore conveyed therefrom by Alexander Renneker and wife to John Renneker by deed dated January 14th, 1915 and recorded in the deed records of said County in volume 174 at page 205 reference to which deed is hereby made, and also excepting therefrom all of the stone coal underlying said tract; the tract hereby described estimated to contain eighty-seven (87) acres, more or less.

Third Parcel: Situate in Union Township, Tuscarawas County, Ohio and being all of the number seven (7) vein of coal underlying the following described real estate, situate in said township, County and State and being lot number thirteen (13) in the fourth quarter of the eighth township in the first range of the tract appropriated for satisfying warrants for military services, estimated to contain one hundred acres, more or less. The number of acres of coal hereby described is estimated as twelve acres, more or less. Also all the rights and privileges for mining and removing coal contained in a deed of conveyance from one David Renneker to The Midvale Goshen Coal Company, which rights and privileges are incorporated herein by reference.

To have and to hold said premises, with all and singular the appurtenances to him the said Homer W. Rainsberg and his heirs and assigns forever.

In witness whereof, I George W. Shonk, Sheriff as aforesaid do hereby set my hand and seal of my office, at New Philadelphia, Ohio, this 27th day of January, 1922.

Signed, sealed and delivered in presence of

John C. Pölen
H. D. Lindsay

Geo. W. Shonk (seal)
Sheriff of Tuscarawas County, Ohio.

The State of Ohio, Tuscarawas County, ss
Personally appeared George W. Shonk, Sheriff of said County, signer and sealer of the foregoing instrument, and acknowledged the signing of said instrument to be his free act and deed, in his official capacity as Sheriff before me, this 27 day of January, 1922.

Received Feb 2, 1922 at 2:25 P.M.

Recorded Feb 3, 1922

Fee \$1.40

Recorder

1346

Edward Martin et ux
to
Fred P Potschner

Know all men by these presents, That we, Edward Martin and Sadie Martin, husband and wife, the grantors, for the consideration of ten dollars (\$10.00) received to our full satisfaction of Fred P. Potschner the grantee, do give, grant, bargain, sell and convey unto the said grantee, his heirs and assigns, the following described premises, situated in the City of Dover, County of Tuscarawas and State of Ohio:

Beginning at a point on the northerly side of the first alley north of east Fourth Street in said City, one hundred feet westwardly from the westwardly line of Race Street; thence westwardly along the northerly line of said alley sixty five feet; thence north on a line parallel with Race Street ninety nine feet; thence eastwardly on a line parallel with said alley sixty five feet; thence south on a line parallel with Race Street ninety nine feet to the place of beginning containing one hundred and forty eight one-thousandths of an acre (148/1000 A) be the same more or less, but subject to all legal highways.

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said grantee, his heirs and assigns forever. And we, the said grantors, do for ourselves and our heirs, executors and administrators, covenant with the said grantee, his heirs and assigns, that at and until the enrolling of these presents, we were well seized of the above described premises, as a good and indefeasible estate in Fee Simple, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever and that we will warrant and defend said premises, with the appurtenances thereunto belonging, to the said grantee, his heirs and assigns, against all lawful claims and demands whatsoever.

And for valuable consideration I, the said Sadie Martin, wife of the said Edward Martin do hereby remise, release and forever quit-claim unto the said grantee, his heirs and assigns, all my right and expectancy of dower in the above described premises.

In witness whereof, we have hereunto set our hands, the 23rd day of January, in the year of our Lord one thousand nine hundred and twenty-two.

Signed and acknowledged in the presence of

Ed. C. Seikel)
Estella E. Hines)
Ida Weber (a)
J. I. Bachtel (a)

witnesses as to —

Edward Martin
(a) Sadie Martin

State of Ohio, Tuscarawas County, ss
Before me, a Notary Public in and for said County and State, personally appeared the above named Edward Martin one of the grantors in the above deed who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

ASSIGNMENT OF OIL AND GAS WELLS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned Wolf Run Investments, Ltd of 1198 Stonecreek Road SW, New Philadelphia, OH 44663, AND James Duff Stafford of, PO Box 242, Midvale, OH, 44653 hereinafter called ASSIGNORS, for and in consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER and SET OVER to the following: Michael Demattio (25%) of 619 Oakdale Drive, Dover, OH, 44622; Charles A. Baker (25%) of 233 Ray Avenue NW, New Philadelphia, OH, 44663; Michael McCue (25%) of 4010 Dillon Hills Drive, Nashport, OH, 43830; and, Bruce Levengood, Presiden of Sound Energy Company (25%) of PO Box 306, Dover, OH, 44622, thereafter referred to as ASSIGNEES, an undivided Working Interest, listed after each name, in the oil and gas leases, insofar but only insofar as the same covers those formations and horizons from the surface of the earth to the top of the Queenstown shale underlying the lands covered by said wells. Said wells are more fully defined on Exhibit "A" (Consisting of Three (3) Pages), attached hereto and made a part hereof.

And for the same consideration, the ASSIGNORS, covenants with the said ASSIGNEES, his heirs, successors, or assigns that ASSIGNORS are the lawful owners of said lease and rights and interest thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey same, and that said rights, interest and property are free and clear from all liens and encumbrances; and that all rentals and royalty's due and payable thereunder have been duly paid. This assignment is made and accepted subject to the terms, conditions, stipulations, and restrictions contained within the Oil and Gas Lease Agreements and all other documents, whether recorded or unrecorded, affecting said Oil and Gas Lease Agreements and the leasehold estates created thereby.

The Assignees herein agrees for themselves, their successors and assigns, to comply with and indemnify Assignors with respect to all laws of the State of Ohio and all regulations promulgated by any Regulatory Agency, whether Federal, State or Local, having jurisdiction over the operation, maintenance and ultimate abandonment of said leasehold estates in accordance with environmental laws and regulations. Further, Assignees shall obtain, file, and maintain all necessary Bonds, Permits and notices relative thereto..

The Assignees hereby assume the duties prescribed in the leases covered hereby and Assignees will defend, indemnify and hold Assignors and its officers, directors, agents, employees and invitees harmless from all liability from damages (including attorneys' fees) to their persons (including death) and/or property of all persons arising from the performance or nonperformance of Assignee's operations on the lease and lands covered hereby.

This Assignment of working interest is made without a warranty of any nature whatsoever, expressed or implied, in fact or in law, of title, or of fitness for a particular purpose or use. It being understood that the real and personal property is sold, assigned and transferred to Assignees without representation as to quality of serviceability and on a "Where Is, As Is And With All Faults Basis".

Effective: the 3 day of March, 2005.

WITNESSES:

Frank J. Jackson
Print:

William J. Tipka
Wolf Run Investments, LTD
By: William J. Tipka, President

Print:

Print:

James Duff Stafford
James Duff Stafford
By: James Duff Stafford

Print:

State Of Ohio)
County of Tuscarawas) SS:

200500002849
Filed for Record in
TUSCARAWAS COUNTY, OH
LORI L SMITH
03-07-2005 At 11:09 am.
ASSIG LEASE 360.00
OR Volume 1180 Page 1690 - 1695

Before me, A Notary Public in and for said District, personally appeared William J. Tipka, President of Wolf Run Investments, LTD, who executed the foregoing instrument for purposes contained therein and acknowledged that the same is of his free act and deed on behalf of Wolf Run Investments, LTD.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 3 day of March, 2005.

James D. Stafford
James D. Stafford, Notary Public
My Commission Expires: 8-14-08

State Of Ohio)
County of Tuscarawas) SS:

Before me, A Notary Public in and for said District, personally appeared James Duff Stafford, who executed the foregoing instrument for purposes contained therein and acknowledged that the same is of his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 3 day of March, 2005.



My Commission Expires
July 22, 2008

James Duff Stafford
Notary Public
My Commission Expires: July 22, 08

Assignees Signatures Follow on Page 2 of 2 Assignment of Oil and Gas Wells:

WITNESSES:

VBE180 RME1691

Fredrick J. Jackson
Print:

Michael Demattio
Michael Demattio

Print:

State Of Ohio)
County of Tuscarawas) SS:

Before me, A Notary Public in and for said District, personally appeared Michael Demattio of 619 Oakdale Drive, Dover, OH, 44622, who executed the foregoing instrument for purposes contained therein and acknowledged that the same is his free act and deed. In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 3 day of March, 2005.

James D. Stafford
James D. Stafford, Notary Public
Notary Public, State of Ohio
My Commission Expires

WITNESSES:

Fredrick J. Jackson
Print:

Charles A. Baker
Charles A. Baker

Print:

State Of Ohio)
County of Tuscarawas) SS:

Before me, A Notary Public in and for said District, personally appeared Charles A. Baker of 233 Ray Avenue NW, New Philadelphia, OH, 44663, who executed the foregoing instrument for purposes contained therein and acknowledged that the same is his free act and deed. In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 3 day of March, 2005.

James D. Stafford
James D. Stafford, Notary Public
Notary Public, State of Ohio
My Commission Expires

WITNESSES:

Fredrick J. Jackson
Print:

Michael McCune
Michael McCune

Print:

State Of Ohio)
County of Tuscarawas) SS:

Before me, A Notary Public in and for said District, personally appeared Michael McCune of 4010 Dillon Hills Drive, Nashport, OH, 43830, who executed the foregoing instrument for purposes contained therein and acknowledged that the same is his free act and deed. In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 3 day of March, 2005.

James D. Stafford
James D. Stafford, Notary Public
Notary Public, State of Ohio
My Commission Expires: 2-14-09

WITNESSES:

Fredrick J. Jackson
Print:
Company

Bruce Levensgood
Bruce Levensgood, President of Sound Energy

Print:

State Of Ohio)
County of Tuscarawas) SS:

Before me, A Notary Public in and for said District, personally appeared Bruce Levensgood, President of Sound Energy Company of PO Box 306, Dover, OH, 44622, who executed the foregoing instrument for purposes contained therein and acknowledged that the same is his free act and deed on behalf of Sound Energy Company. In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 3 day of March, 2005.

James D. Stafford
James D. Stafford, Notary Public
Notary Public, State of Ohio
My Commission Expires: 2-14-08

Tuscarawas County

Exhibit " A "

WELL NAME	OIL AND GAS LEASE OR CONSOLIDATION OF LEASES	SECTION / TOWNSHIP	WORKING INTEREST SHARES NET REVENUE INTEREST	DEED REFERENCE FOR LEGAL DESCRIPTION
Albaugh # 3	Vol. 114 Page 897	Section 34 Union	87.5000	Vol. 375 Page 499
Cunningham # 2	Consolidation: Vol. 121 Page 018 Leases: Vol. 063 Page 374 Vol. 081 Page 697	Section 36 Union Section 35, 29 Union	82.0313	Vol. 399 Page 055 Vol. 359 Page 483
Rasi # 4	Vol. 081 Page 697	Section 35, 29 Union	87.5000	Vol. 514 Page 728
D. Herron # 1	Vol. 085 Page 122	Section 35 Union	80.6641	Vol. 216 Page 288 Vol. 469 Page 688 Vol. 476 Page 747
A. Page # 2 - # 3	Vol. 063 Page 455	Lot 3, 4, 14 Union	80.6641	Vol. 214 Page 038
Eddy Myers # 1	Consolidation: Vol. 099 Page 005 Leases: Vol. 063 Page 389 Vol. 077 Page 263	Lot 14 Goshen Lot 14 Goshen	80.6641	Vol. 360 Page 307 Vol. 189 Page 571 Vol. 004 Page 025
Herron-Jenkins # 1	Consolidation: Vol. 088 Page 836 Leases: Vol. 085 Page 120	Section 35 Union	82.0313	Vol. 476 Page 745 Vol. 469 Page 688 Vol. 282 Page 307 Vol. 397 Page 650
Albaugh # 1 & # 2	Vol. 114 Page 897	Section 34 Union	87.5000	Vol. 375 Page 499
Crum # 2 & # 4	Vol. 086 Page 937	Section 30 Union	80.6641	Vol. 474 Page 619 Vol. 483 Page 390
Everhard-Cole # 6	Vol. 063 Page 398	Lot 17, 18, 19, 20 Goshen	80.6641	Vol. 311 Page 195
Downing # 1	Vol. 068 Page 495	Section 23 Union	87.5000	

Exhibit "A"

Tuscarawas County

WELL NAME	OIL AND GAS LEASE OR CONSOLIDATION OF LEASES	SECTION / TOWNSHIP	WORKING INTEREST SHARES NET REVENUE INTEREST	DEED REFERENCE FOR LEGAL DESCRIPTION
Harrison # 1 & # 2	Vol. 063 Page 368	Section 28, 23 Union	80.6641	Vol. 365 Page 209
M. Page # 2	Consolidation: Vol. 067 Page 380 Leases: Vol. 057 Page 094 Vol. 066 Page 072	Lot 13 Union Lot 13 Union	87.5000	Vol. 426 Page 077 Vol. 426 Page 077
M. Monte # 1	Consolidation: Vol. 118 Page 663 Leases: Vol. 118 Page 194 Vol. 118 Page 110 Vol. 118 Page 192 Vol. 118 Page 108	Lot 14, 15 Goshen Lot 14, 15 Goshen Lot 15 Union	87.5000	Vol. 500 Page 708 Vol. 511 Page 778 Vol. 545 Page 438 Vol. 478 Page 519 Vol. 478 Page 671
Stansberry # 1	Vol. 81 Page 718	Section 4, 5 Goshen	80.66406	Vol. 545 Page 438 Plat: Vol. 160 Page 324-325
Cunningham # 1	Vol. 63 Page 374	Section 36 Union	80.66406	Vol. 39 Page 55
Everhard-Cole # 3	Vol. 63 Page 398	Lot 17, 18, 19, 20 Goshen	80.66406	Vol. 311 Page 195
Everhard-Cole # 5	Vol. 63 Page 398	Lot 17, 18, 19, 20 Goshen	80.66406	Vol. 311 Page 195
Colvin # 1	Vol. 145 Page 642	Lot 11 Union	84.76563	
Stocker-Schreiner Unit # 1 & Zimmerman # 2	Transfer: Vol. 160 Page 308-309 Leases: Vol. 52 Page 612 Vol. 52 Page 132 Vol. 52 Page 093 Vol. 51 Page 149	Section 13 Clay Section 15 Clay	82.08637 82.08637	Plat: Vol. 160 Page 309
William Parker # 1	Vol. 63 Page 511	Section 20 Union	80.66407	Plat: Vol. 149 Page 630
William Parker # 2	Vol. 63 Page 439	Section 20 Union	80.66407	Plat: Vol. 149 Page 631

This Document Prepared By:
Tipka Energy Development Company
1198 Stonecreek Road SW
New Philadelphia, OH 44663

File Code: assgrnwel1.xls

Exhibit " A "

HARRISON COUNTY

WELL NAME	OIL AND GAS LEASE OR CONSOLIDATION OF LEASES	SECTION / TOWNSHIP	WORKING INTEREST SHARES NET REVENUE INTEREST	DEED REFERENCE FOR LEGAL DESCRIPTION
Sheehan # 2	Vol. 55 Page 79	Section 15 Monroe Township Range 7 TWP 14 NW Quarter	57.4779	
Sheehan # 4	Vol. 55 Page 79	Section 15 Monroe Township Range 7 TWP 14 NW Quarter	82.0313	

This Document Prepared By:
Tipka Energy Development Company
1198 Stonecreek Road SW
New Philadelphia, OH 44663

File Code: assignwells.xls

3/4/05 4:48 PM

bill6sale.xls Sell 200410200410

Bill Of Sale Midvale System

File Code: Bill of Sale

On March 4, 2005, Wolf Run Investments and James D. Stafford sold the wells listed below and all pipelines, right-of-ways, equipment, tanks, and both compressors associated with these wells consisting of the Midvale System. This Bill-Of-Sale is limited to the wells and compressors listed below and any other material pertaining to them but not listed above.

Assignment of Pipeline Right-of-Way

Recorded in Tuscarawas County, Volume 0769 Page 272

Roadway and Compressor Site Lease Agreement - Patterson Compressor

Recorded in Tuscarawas County, Volume 124 Page 98
To Be Paid Yearly - January - \$ 1,200.00
Paid for 2005

Roadway and Compressor Site Agreement - Stansberry Compressor

Recorded in Tuscarawas County, Volume 549 Page 287
To Be Paid Yearly - July \$ 150.00
NOT paid for 2005

OHIO API #	Computer Number	
34 157 2	2733 00-00	310 Colvin
34 157 2	2007 00-00	741 William Parker # 1
34 157 2	2008 00-00	742 William Parker # 2
34 157 2	1805 00-00	834 Cunningham # 1
34 157 2	1765 00-00	838 Cunningham # 3
34 157 2	3780 00-00	842 Everhard - Cole # 5
34 157 2	1822 00-00	874 Stansberry # 1
34 157 2	2498 00-00	878 Stocker-Seh. #1 AND
34 157 2	2497 00-00	Zimmerman # 2
34 157 2	3774 00-00	900 Albaugh # 1
34 157 2	3775 00-00	902 Albaugh # 2
34 157 2	4022 00-00	904 Albaugh # 3
34 157 2	4040 00-00	906 Cunningham # 2
34 157 2	1828 00-00	908 Crum # 2
34 157 2	3927 00-00	910 Crum # 4
34 157 2	1939 00-00	912 Downing # 1
34 157 2	3929 00-00	914 Everhard Cole # 6
34 157 2	1657 00-00	916 Harrison # 1
34 157 2	1930 00-00	918 Harrison # 2
34 157 2	2104 00-00	920 Herron Jenkins # 1
34 157 2	1801 00-00	922 Herron Well # 1
34 157 2	3924 00-00	926 M. Monte # 1
34 157 2	1686 00-00	928 Eddy Myers # 1
34 157 2	1800 00-00	930 A Page # 2
34 157 2	1822 00-00	932 A Page # 3
34 157 2	3925 00-00	934 M Page # 2
34 157 2	4024 00-00	936 Reel # 4
34 067 2	0298 00-00	938 Sheehan # 2
34 067 2	0847 00-00	940 Sheehan # 4

200500002849
SOUND ENERGY COMPANY INC
PICK UP

Signed:

William J. Tipka

William J. Tipka, President Wolf Run Investments, LTD

Signed:

James D. Stafford

James D. Stafford

ASSIGNMENT OF OIL AND GAS WELLS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned Wolf Run Investments, Ltd of 1198 Stonecreek Road SW, New Philadelphia, OH 44663, AND James Duff Stafford of, PO Box 242, Midvale, OH, 44653 hereinafter called ASSIGNORS, for and in consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER and SET OVER to the following: Michael Demattio (25%) of 619 Oakdale Drive, Dover, OH, 44622; Charles A. Baker (25%) of 233 Ray Avenue NW, New Philadelphia, OH, 44663; Michael McCue (25%) of 4010 Dillon Hills Drive, Nashport, OH, 43830; and, Bruce Levensgood, Presiden of Sound Energy Company (25%) of PO Box 306, Dover, OH, 44622, thereafter referred to as ASSIGNEES, an undivided Working Interest, listed after each name, in the oil and gas leases, insofar but only insofar as the same covers those formations and horizons from the surface of the earth to the top of the Queenstown shale underlying the lands covered by said wells. Said wells are more fully defined on Exhibit "A" (Consisting of Three (3) Pages), attached hereto and made a part hereof.

And for the same consideration, the ASSIGNORS, covenants with the said ASSIGNEES, his heirs, successors, or assigns that ASSIGNORS are the lawful owners of said lease and rights and interest thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey same, and that said rights, interest and property are free and clear from all liens and encumbrances; and that all rentals and royalty's due and payable thereunder have been duly paid. This assignment is made and accepted subject to the terms, conditions, stipulations, and restrictions contained within the Oil and Gas Lease Agreements and all other documents, whether recorded or unrecorded, affecting said Oil and Gas Lease Agreements and the leasehold estates created thereby.

The Assignees herein agrees for themselves, their successors and assigns, to comply with and indemnify Assignors with respect to all laws of the State of Ohio and all regulations promulgated by any Regulatory Agency, whether Federal, State or Local, having jurisdiction over the operation, maintenance and ultimate abandonment of said leasehold estates in accordance with environmental laws and regulations. Further, Assignees shall obtain, file, and maintain all necessary Bonds, Permits and notices relative thereto..

The Assignees hereby assume the duties prescribed in the leases covered hereby and Assignees will defend, indemnify and hold Assignors and its officers, directors, agents, employees and invitees harmless from all liability from damages (including attorneys' fees) to their persons (including death) and/or property of all persons arising from the performance or nonperformance of Assignee's operations on the lease and lands covered hereby.

This Assignment of working interest is made without a warranty of any nature whatsoever, expressed or implied, in fact or in law, of title, or of fitness for a particular purpose or use. It being understood that the real and personal property is sold, assigned and transferred to Assignees without representation as to quality of serviceability and on a " Where Is, As Is And With All Faults Basis".

Effective: the 3 day of March, 2005.

WITNESSES:

[Signature]
Print:

[Signature]
Wolf Run Investments, LTD
By: William J. Tipka, President

Print:

Print:

[Signature]
James Duff Stafford
By: James Duff Stafford

Print:

State Of Ohio)
County of Tuscarawas) SS:

200500002849
Filed for Record in
TUSCARAWAS COUNTY, OH
LORI L SMITH
03-07-2005 At 11:09 am.
ASSIG LEASE 360.00
OR Volume 1180 Page 1690 - 1695

Before me, A Notary Public in and for said District, personally appeared William J. Tipka, President of Wolf Run Investments, LTD., who executed the foregoing instrument for purposes contained therein and acknowledged that the same is of his free act and deed on behalf of Wolf Run Investments, LTD.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 3 day of March, 2005.

[Signature]
James D. Stafford, Notary Public
My Commission Expires: 8-14-08

State Of Ohio)
County of Tuscarawas) SS: *This document is being re-recorded in Tuscarawas County to include an omitted Exhibit "B"

Before me, A Notary Public in and for said District, personally appeared James Duff Stafford, who executed the foregoing instrument for purposes contained therein and acknowledged that the same is of his free act and deed.
In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 3 day of March, 2005.



My Commission Expires
July 22, 2008

[Signature]
Christina Groves, Notary Public
My Commission Expires: July 22, 08

Assignees Signatures Follow on Page 2 of 2 Assignment of Oil and Gas Wells:

Page 1 of 2 of this instrument prepared by: Tipka Energy Development Company
1198 Stonecreek Road, SW
New Philadelphia, OH 44663

201100000589
Re-Filed for Record in
TUSCARAWAS COUNTY, OH
LORI L SMITH, RECORDER
01-18-2011 At 03:12 pm.
ASSIG LEASE 360.00
OR Volume 1348 Page 916 - 922

Vol 1348 Page 0916

WITNESSES:

Print: Frederick J. Jackson

Print: Michael Demattio

Print:

State Of Ohio)
County of Tuscarawas) SS:

Before me, A Notary Public in and for said District, personally appeared Michael Demattio of 619 Oakdale Drive, Dover, OH, 44622, who executed the foregoing instrument for purposes contained therein and acknowledged that the same is his free act and deed. In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 3 day of March, 2005.

James D. Stafford
James D. Stafford, Notary Public
My Commission Expires 2-14-09
JAMES D. STAFFORD
Notary Public, State of Ohio

WITNESSES:

Print: Frederick J. Jackson

Charles A. Baker
Charles A. Baker

Print:

State Of Ohio)
County of Tuscarawas) SS:

Before me, A Notary Public in and for said District, personally appeared Charles A. Baker of 233 Ray Avenue NW, New Philadelphia, OH, 44663, who executed the foregoing instrument for purposes contained therein and acknowledged that the same is his free act and deed. In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 3 day of March, 2005.

James D. Stafford
James D. Stafford, Notary Public
My Commission Expires 2-14-09
JAMES D. STAFFORD
Notary Public, State of Ohio

WITNESSES:

Print: Frederick J. Jackson

Michael McCune
Michael McCune

Print:

State Of Ohio)
County of Tuscarawas) SS:

Before me, A Notary Public in and for said District, personally appeared Michael McCune of 4010 Dillon Hills Drive, Nashport, OH, 43830, who executed the foregoing instrument for purposes contained therein and acknowledged that the same is his free act and deed. In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 3 day of March, 2005.

James D. Stafford
James D. Stafford, Notary Public
My Commission Expires 2-14-09
JAMES D. STAFFORD
Notary Public, State of Ohio

WITNESSES:

Print: Frederick J. Jackson
Company

Bruce Levengood
Bruce Levengood, President of Sound Energy

Print:

State Of Ohio)
County of Tuscarawas) SS:

Before me, A Notary Public in and for said District, personally appeared Bruce Levengood, President of Sound Energy Company of PO Box 306, Dover, OH, 44622, who executed the foregoing instrument for purposes contained therein and acknowledged that the same is his free act and deed on behalf of Sound Energy Company. In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 3 day of March, 2005.

James D. Stafford
James D. Stafford, Notary Public
My Commission Expires 2-14-08
JAMES D. STAFFORD
Notary Public, State of Ohio

1348 PAGE 0917

Exhibit "A"

Tuscarawas County

WELL NAME	OIL AND GAS LEASE OR CONSOLIDATION OF LEASES	SECTION / TOWNSHIP	WORKING INTEREST SHARES NET REVENUE INTEREST	DEED REFERENCE FOR LEGAL DESCRIPTION
Albaugh # 3	Vol. 114 Page 897	Section 34 Union	87.5000	Vol. 375 Page 499
Cunningham # 2	Consolidation: Vol. 121 Page 018 Leases: Vol. 063 Page 374 Vol. 081 Page 697	Section 36 Union Section 35, 29 Union	82.0313	Vol. 399 Page 055 Vol. 359 Page 483
Rasi # 4	Vol. 081 Page 697	Section 35, 29 Union	87.5000	Vol. 514 Page 728
D. Herron # 1	Vol. 085 Page 122	Section 35 Union	80.6641	Vol. 216 Page 286 Vol. 469 Page 688 Vol. 476 Page 747
A. Page # 2 - # 3	Vol. 063 Page 455	Lot 3, 4, 14 Union	80.6641	Vol. 214 Page 038
Eddy Myers # 1	Consolidation: Vol. 099 Page 005 Leases: Vol. 063 Page 389 Vol. 077 Page 263	Lot 14 Goshen Lot 14 Goshen	80.6641	Vol. 360 Page 307 Vol. 189 Page 571 Vol. 004 Page 025
Herron-Jenkins # 1	Consolidation: Vol. 088 Page 836 Leases: Vol. 085 Page 120 Vol. 057 Page 096 Vol. 088 Page 809	Section 35 Union Section 35 Union Section 35 Union	82.0313	Vol. 476 Page 745 Vol. 469 Page 688 Vol. 282 Page 307 Vol. 397 Page 650
Albaugh # 1 & # 2	Vol. 114 Page 897	Section 34 Union	87.5000	Vol. 375 Page 499
Crum # 2 & # 4	Vol. 086 Page 937	Section 30 Union	80.6641	Vol. 474 Page 619 Vol. 483 Page 390
Everhard-Cole # 6	Vol. 063 Page 398	Lot 17, 18, 19, 20 Goshen	80.6641	Vol. 311 Page 195
Downing # 1	Vol. 068 Page 495	Section 23 Union	87.5000	

Tuscarawas County

WELL NAME	OIL AND GAS LEASE OR CONSOLIDATION OF LEASES	SECTION / TOWNSHIP	WORKING INTEREST SHARES NET REVENUE INTEREST	DEED REFERENCE FOR LEGAL DESCRIPTION
Harrison # 1 & # 2	Vol. 063 Page 388	Section 29, 23 Union	80.6841	Vol. 365 Page 209
M. Page # 2	Consolidation: Vol. 087 Page 380 Leases: Vol. 057 Page 084 Vol. 088 Page 072	Lot 13 Union Lot 13 Union	87.5000	Vol. 426 Page 077 Vol. 426 Page 077
M. Monte # 1	Consolidation: Vol. 118 Page 663 Leases: Vol. 118 Page 194 Vol. 118 Page 110 Vol. 118 Page 192 Vol. 118 Page 108	Lot 14, 15 Goshen Lot 14, 15 Goshen Lot 15 Union	87.5000	Vol. 500 Page 706 Vol. 511 Page 778 Vol. 545 Page 438 Vol. 478 Page 519 Vol. 478 Page 671
Stansberry # 1	Vol. 81 Page 718	Section 4, 5 Goshen	80.68408	Vol. 545 Page 438 Plat: Vol. 160 Page 324-325
Cunningham # 1	Vol. 63 Page 374	Section 38 Union	80.68406	Vol. 39 Page 55
Everhard-Cole # 3	Vol. 63 Page 398	Lot 17, 18, 19, 20 Goshen	80.68406	Vol. 311 Page 185
Everhard-Cole # 5	Vol. 63 Page 398	Lot 17, 18, 19, 20 Goshen	80.68406	Vol. 311 Page 185
Colvin # 1	Vol. 145 Page 642	Lot 11 Union	84.76563	
Stocker-Schreiner Unit # 1 & Zimmerman # 2	Transfer: Vol. 160 Page 308-309 Leases: Vol. 52 Page 612 Vol. 52 Page 132 Vol. 52 Page 083 Vol. 51 Page 149	Section 13 Clay Section 15 Clay	82.08637 82.08637	Plat: Vol. 160 Page 309
William Parker # 1	Vol. 63 Page 511	Section 20 Union	80.68407	Plat: Vol. 149 Page 630
William Parker # 2	Vol. 63 Page 439	Section 20 Union	80.68407	Plat: Vol. 149 Page 631

This Document Prepared By:
Tipika Energy Development Company
1198 Stonecreek Road SW
New Philadelphia, OH 44663

6160319 848 348

File Code: assignwallis.xls

Exhibit " A "

HARRISON COUNTY

Page 1 of 1

WELL NAME	OIL AND GAS LEASE OR CONSOLIDATION OF LEASES	SECTION / TOWNSHIP	WORKING INTEREST SHARES NET REVENUE INTEREST	DEED REFERENCE FOR LEGAL DESCRIPTION
Sheehan # 2	Vol. 55 Page 79	Section 15 Monroe Township Range 7 TWP 14 NW Quarter	57.4779	
Sheehan # 4	Vol. 55 Page 79	Section 15 Monroe Township Range 7 TWP 14 NW Quarter	82.0313	

This Document Prepared By:
Tipka Energy Development Company
1198 Stonecreek Road SW
New Philadelphia, OH 44663

File Code: assgnwells.xls

0260920 1348

11-180-1694

3/4/05 4:49 PM

billofsale.xls Sat 2004/10-2004/10

Bill of Sale Midvale System

File Code: Bill of Sale

On March 4, 2005, Wolf Run Investments and James D. Stafford sold the wells listed below and all pipelines, right-of-ways, equipment, tanks, and both compressors associated with these wells consisting of the Midvale System. This Bill-Of-Sale is limited to the wells and compressors listed below and any other material pertaining to them but not listed above.

Assignment of Pipeline Right-of-Way

Recorded in Tuscarawas County, Volume 0769 Page 272

Roadway and Compressor Site Lease Agreement - Patterson Compressor

Recorded in Tuscarawas County, Volume 124 Page 98
To Be Paid Yearly - January - \$ 1,200.00
Paid for 2005

Roadway and Compressor Site Agreement - Stansberry Compressor

Recorded in Tuscarawas County, Volume 549 Page 297
To Be Paid Yearly - July \$ 150.00
NOT paid for 2005

OHIO API #	Computer Number
34 157 2	2733 00-00
34 157 2	2007 00-00
34 157 2	2008 00-00
34 157 2	1905 00-00
34 157 2	1765 00-00
34 157 2	3790 00-00
34 157 2	1922 00-00
34 157 2	2498 00-00
34 157 2	2497 00-00
34 157 2	3774 00-00
34 157 2	3775 00-00
34 157 2	4022 00-00
34 157 2	4040 00-00
34 157 2	1628 00-00
34 157 2	3927 00-00
34 157 2	1939 00-00
34 157 2	1657 00-00
34 157 2	1930 00-00
34 157 2	2104 00-00
34 157 2	1801 00-00
34 157 2	3924 00-00
34 157 2	1688 00-00
34 157 2	1900 00-00
34 157 2	1822 00-00
34 157 2	3925 00-00
34 157 2	4024 00-00
34 067 2	0298 00-00
34 067 2	0647 00-00

310 Colvin
741 William Parker # 1
742 William Parker # 2
834 Cunningham # 1
838 Everhard-Cole # 3
842 Everhard - Cole # 5
874 Stansberry # 1
878 Stocker-Sch. #1 AND
Zimmerman # 2
900 Albaugh # 1
902 Albaugh # 2
904 Albaugh # 3
906 Cunningham # 2
908 Crum # 2
910 Crum # 4
912 Downing # 1
914 Everhard Cole # 6
916 Harrison # 1
918 Harrison # 2
920 Herron Jenkins # 1
922 Herron Well # 1
926 M. Monte # 1
928 Eddy Myers # 1
930 A Page # 2
932 A Page # 3
934 M Page # 2
936 Reel # 4
938 Sheehan # 2
940 Sheehan # 4

Signed:

William J. Tipka

William J. Tipka, President Wolf Run Investments, LTD

Signed: James D. Stafford

VOL 1348 PAGE 0921

200500002349
SOUND ENERGY COMPANY INC
PICK UP

1180 MAR 16 95



4150 Belden Village Avenue N.W. / Suite 410 / Canton, Ohio 44718-2553 (330) 493-0440 Fax (330) 493-3409

February 6, 2001

William Jon Tipka, President
W.J. Tipka Well Service, Inc.
1198 Stonecreek Rd. SW
New Philadelphia, OH 44663

Dear Bill:

I am writing in follow-up to our meeting regarding the acquisition of various wells in Tuscarawas and Harrison Counties Ohio. Specifically Wolf Run Development Ltd. (Wolf Run) is acquiring 21 oil and gas wells, the Pattison and Stansbury pipeline systems and two compressors for X Alliance Petroleum Corporation (Alliance) will assign interest in the leases on which the 21 wells are drilled from surface to the top of the Queenston formation. Alliance will retain the rights to any formation deeper than the top of the Queenston.

Alliance and Wolf Run (and any affiliate of Wolf Run) further agreed by this letter agreement as follows:

- Wolf Run has the right but not the obligation to participate at up to a 25% working interest level in any deep well drilled by Alliance on acreage assigned to Wolf Run pursuant to this acquisition agreement.
- Alliance has the right but not the obligation to participate at the 25% level or more in any well drilled on the assigned acreage by Wolf Run or its affiliates down to and including the Clinton formation. It is understood that if Alliance participates in the Clinton formation well, it will invest at least 25%.
- When drilling a Clinton formation well, Wolf Run or its affiliate may desire to deepen the well to the Knox Unconformity. If such well is deepened, Alliance will pay its agreed upon proportionate share (25% or more) of all well cost through and including the Clinton formation and 50% of the cost of deepening the well from the Clinton formation to the Knox Unconformity. Alliance will receive its proportionate share of the Clinton reserves and retain 50% interest in the Knox Unconformity reserves. Alliance will assign 50% of the Knox Unconformity reserves in that particular well to Wolf Run or its affiliate.

If the foregoing meets with your understanding of our agreement, please so indicate by signing in the space provided below.

Sincerely,

ALLIANCE PETROLEUM CORPORATION

John W. Miller
President

201100000589
BRUCE LEVENGOOD
PICKUP

IWM:prb

William Jon Tipka

319

This lease is hereby cancelled and surrendered
this 9th day of October 1973.
Witness: Margaret Davis
Giles Kay Bonnett
Bella & Blake Oil Production
By Ellen A. Blake
David Oakton

Received and Recorded
THEODORE M. UNDERWOOD, Recorder
1973

05601

Oil, Gas and Storage Lease

From: F. A. WALTER

To: BELDEN & BLAKE OIL PRODUCTION

625 REXBERT BUILDING
CANTON 2, OHIO

Date: NOVEMBER 16, 1957

Term: Year 20

LOCATED: UNION - TUSCARAWAS

103 AM

NOV 22 1957

NOV 26 1957

Book: Robert E. Moore

Page: 140

County: Tuscarawas

B.R.O.P. Form 66A

THIS LEASE, made and entered into this 16 day of NOVEMBER, 1957, by and between

F. A. WALTER & ELLA WALTER, HIS WIFE

of 419 E. HIGH AVE. NEW PHILA., Ohio, hereinafter called the Lessor, and BELDEN & BLAKE OIL PRODUCTION of

625 Renkert Building, Canton 2, Ohio, hereinafter called the Lessee, WITNESSETH:

That the Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof, and of injecting, storing and holding in storage, and removing gas of any kind (sometimes herein referred to as gas storage purposes), including gas lying thereunder, by pumping through wells or other means, into, in and from any lands, strata or formations lying thereunder, regardless of the source of such gas or the location of the wells or other means of so doing, and of placing tanks, equipment and structures thereon to produce and operate for the said products, and of laying pipe lines thereover to transport the same out for gas storage purposes on other lands, all that certain tract of land situated in UNION Township, Section No. 12, in TUSCARAWAS County, Ohio, bounded substantially as follows:

North by lands of RAINSBURG

East by lands of RAINSBURG

South by lands of RAINSBURG

West by lands of RAINSBURG

being all the property owned by Lessor in Section 13 of UNION Township, containing 14 acres, more or less.

No well shall be drilled within 200 feet of the present buildings unless both parties consent thereto.

This lease shall continue in force and the rights granted hereunder be fully enjoyed by the Lessee for a term of twenty years and so much longer thereafter (1) as oil or gas or their constituents shall be found on the premises in paying quantities in the judgment of the Lessee or (2) as the premises shall be operated by the Lessee in the search for oil or gas, or (3) as gas shall be injected, stored or held in storage, or removed into, in and from any lands, strata or formations underlying the premises.

This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within THREE months from the date hereof, a well shall be commenced on the premises or use of the same for gas storage purposes shall be commenced as herein provided, or unless the Lessee shall thereafter pay a delay rental of FOURTEEN Dollars each year, payments to be made quarterly until the commencement of a well or of the use of the premises for gas storage purposes.

In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipe lines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipe lines. In either case the Lessor to pay his royalty share of any expense, if any, for treating the oil from any well to make it marketable as crude. (B) To pay to the Lessor, as royalty for the gas, except completed gas marketed and used off the premises and produced from each well drilled thereon which is not used for gas storage purposes, the sum of one-eighth (1/8) of the net proceeds from the sale of such gas as marketed and used, measured in accordance with Dwyer's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.7 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and a stipulated flowing temperature of 60° Fahrenheit, without allowance for temperature and barometric variations; payment of royalty for gas marketed during any calendar month to be on or about the 30th day of the following month. (C) To pay to the Lessor the land rental or well rental each year hereinafter provided for the use of the premises for gas storage purposes while the same are being so used; (D) To pay to the Lessor for casinghead gas marketed from any oil well \$25.00 per year, payable annually for the period from the time and while such casinghead gas is marketed.

The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes herebefore provided of injecting, storing or holding in storage, and removing gas into, in and from any lands, strata or formations underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well while so used; provided, that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessor, if more than \$200.00, for gas produced and marketed from such well during the consecutive periods of time aggregating 180 days next preceding the giving of such notice, and for each year thereafter a rental of \$200.00 for such well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the gas storage purposes herebefore specified shall be located on other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give like written notice to the Lessor of its intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as, but in lieu of the delay rental herebefore provided to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for such well and the same sum each year for each additional well so drilled and used. If the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purposes and there shall be no other well located thereon, the rental for such use shall be the land rental herebefore provided. All land rentals and well rentals may be paid by the Lessee in quarterly installments.

All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to F. A. WALTER at 419 E. HIGH AVE.

P. O. NEW PHILA., OHIO, and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership as hereinafter provided.

The Lessor may lay a pipe line to any one gas well on the premises, whether a producing well or a well used for gas storage purposes, and take gas produced from said well for domestic use in one dwelling house on the leased premises, or Lessor's own use, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken each year shall be paid for at the last published rate of the Lessee in the town or area nearest the leased premises. Lessor to lay and maintain the said pipe line, regulators and other necessary equipment at Lessor's expense. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and shall maintain the said pipe line, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder.

The consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee and the further right of drilling or not drilling on the leased premises, whether to allow producing or gas storage wells on adjacent or adjoining lands or otherwise, at the Lessee, may elect, regardless of the purposes for which the leased premises are used hereunder.

The Lessor hereby grants to the Lessee the right to consolidate the leased premises with other lands to form an oil and gas development unit of not more than one hundred (100) acres for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were dedicated to and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the 1/8 oil and gas royalty herebefore provided, that proportion of such 1/8 royalty which the acreage herein leased bears to the total number of acres comprising said development unit. If said development unit shall thereafter be used for gas storage purposes the well rental or land rental herebefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage of said unit.

In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein then the royalties and rentals herein provided for shall be paid to the Lessor, only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment or by the receipt of such original instrument or a duly certified copy thereof. If the leased premises at any time should be owned in separate parcels this lease nevertheless shall be treated as an entirety, except that royalties or well rentals as to any producing well or well used for gas storage purposes shall be payable to the owner or owners upon whose respective parcel the well is located, and the drilling or existence of a producing well or well used for gas storage purposes upon any parcel shall have the same effect of continuing this lease in force as to the entire acreage covered hereby as though the premises had not been divided.

The Lessee shall bury, when so requested by the Lessor, all pipe lines used to conduct oil or gas to and off the premises and pay all damage to growing crops caused by operations under this lease; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive.

The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor specifying the portion which it desires to surrender, or by returning the lease to the Lessor with its endorsement of surrender thereon, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease relating in any way to the portion or all of the premises dedicated on said surrender, and the land rental herebefore set forth shall be reduced in proportion to the acreage surrendered.

All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessor hereby waives and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreement and understanding of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.

IN WITNESS WHEREOF the lessors have hereunto set their hands.

Signed and Acknowledged in the Presence of:

George M. Palmer (Seal)

Ellis A. Walter (Seal)

Ellis A. Walter (Seal)

Ellis A. Walter (Seal)

Ellis A. Walter (Seal)

20540

Name Edgar A. Walter
 Address 419 E. High Ave. N. Phlla, O.
 Line Richard J. Walter
 Eas. No. 8-LC Map No. 477

VOL 290 PAGE 479

NO. 10 311 WESSON
 COUNTY AUDITOR

Received for Record 21948
 Recorded in Deed Records JAN 5 1948
 Volume 21948 Page 1
 Recorder WESSON
 of TUSCARAWAS County
 State of OHIO

704

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

20540

Mr. EDGAR A. WALTER (NAME) Eas. No. 8-LC R/W Map No. 477
419 E HIGH AVE N PHLLA, O. (ADDRESS) W. O. No. 600/620-1143-2

Received of THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00) in consideration of which EDGAR A. WALTER (WIDOWER)

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

and being a part of Section No. 13, Township No. 8-N, Range No. 1-W and bounded;

On the North by lands of CLIFFORD RAINSBURG

On the East by lands of CLIFFORD RAINSBURG

On the South by lands of A. R. PAGE, EDITH H. RENNICKER, M. W. EVERHARD

On the West by lands of CLIFFORD RAINSBURG

with the right of ingress and egress to and from and over said premises.

It is agreed that this line may be extended across said land and to serve additional customers.

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

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

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

WITNESS the following signatures and seals, this 25th day of AUGUST, 1947.

WITNESS:

Otto D. Schuler

Otto D. Schuler

Edgar A. Walter (SEAL)

Edgar A. Walter

(SEAL)

T. J. Baker

T. J. Baker

(SEAL)

THE STATE OF OHIO,
Tuscarawas County ss.

Before me, a Notary Public

in and for said County, personally appeared the above named Edgar A. Walter

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 25th day of August, A. D. 1947.

My commission expires 3/14, 1950.

T. J. Baker
 Notary Public

20534

Name J. C. Rainsberg
Address Edna, Tuscarawas Co., Ohio
Line Midville East Division
Eas. No. 8-LB Map No. 477

VOL 290 PAGE 473

CLERK
COUNTY AUDITOR

Received for Record 2 1947 10 2 AM
Recorded in Deed Records JAN 6 1948
Volume 290 Page 473
Recorder W. A. Wagner
County Tuscarawas
State of Ohio

754

20534

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

Mr. J. C. Rainsberg Eas. No. 8-LB R/W Map No. 477
(NAME)
Edna Rainsberg W. O. No. 600/620-1/43-1
(ADDRESS) Ohio

9-3352-13

20
12/17/47

Received of THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00)
in consideration of which J. C. Rainsberg and
Edna Rainsberg (his wife)

hereby grant and convey unto said THE OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of Union, County of Tuscarawas, and State of Ohio and being a part of Section No. 13, Township No. 8-N, Range No. 1-W and bounded;
On the North by lands of Hettie May Kalt et al
On the East by lands of W. A. Stablesberry, A. R. Page
On the South by lands of E. A. Walter, A. R. Page, M. W. Everhard
On the West by lands of Wm. Ohler
with the right of ingress and egress to and from and over said premises.

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

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

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

WITNESS the following signatures and seals, this 25th day of August, 1947

WITNESS:
Otto D. Schuler J. C. Rainsberg (SEAL)
W. A. Wagner Edna Rainsberg (SEAL)
W. A. Wagner Edna Rainsberg (SEAL)

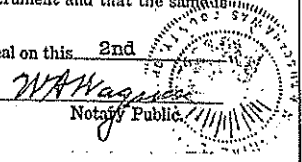
THE STATE OF OHIO,
Tuscarawas County } ss.

Before me, a Notary Public
in and for said County, personally appeared the above named J. C. Rainsberg and
Edna Rainsberg

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 2nd
day of September A. D. 1947.

My commission expires W. A. WAGNER, Notary Public
Commission Expires Nov. 3, 1949 1947



OFAC Sanctions List Search

Search Date & Time: 8/11/2026 12:11 pm

Order No.: Reference Number: STS18745
Property Address: Midvale Mine Road, Tuscarawas County, Dennison, OH 44621

A search has been conducted against the Sanctions List administered by the Office of Foreign Assets Control ("OFAC") for the following party:

The search has returned the following results:

First Name: David Marcus
Last Name: Long

****NO MATCH FOUND****

First Name: Elizabeth Ann
Last Name: James nka Elizabeth Ann Long

****NO MATCH FOUND****

First Name: David Marcus
Last Name: Long

****NO MATCH FOUND****

First Name: Elizabeth Ann
Last Name: James nka Elizabeth Ann Long

****NO MATCH FOUND****

Patriot Search

If a search of the OFAC SDN List results in a possible match with a name (or names) on the list, follow the instructions on the OFAC website regarding the due diligence steps which must be taken to determine a valid OFAC match. The due diligence steps can be accessed at:

<http://www.treasury.gov/resource-center/fags/Sanctions/Pages/directions.aspx>

For more information:

OFAC Hotline is: (202) 622-2490.
OFAC Website: <http://www.treas.gov/offices/enforcement/ofac/>

[Click Here to read the OFAC Step By Step Guide](#)

FinCEN Hotline is: (866) 556-3974.
FinCEN Website: <http://www.fincen.gov/>

The information in this database was provided by the Office of Foreign Asset Control (OFAC) of the US Treasury Department.

power in the above described premises. on this
Whereof, we herewith set our hands, this 10th day
June in the year of our Lord, one thousand and
hundred three.

Signed & acknowledged

in presence of
D. V. Huffman
John S. Graham

Horace E. Riker
Sarah E. Riker

The State of Ohio,
Tuscarawas County, ss. }

Before me, a Notary Public
for said County, personally
appeared the above named Horace E. Riker and Sarah
who acknowledged that they did sign the foregoing
instrument, and that the same is their free
and deed. In testimony Whereof, I have hereunto
set my hand and official seal, at New Philada
this 10th day of June A.D. 1903.

Received June 11th 1903

At 3¹⁵ P.M.

Recorded June 16th, 1903.

John S. Graham
Notary Public

R. E. Haverman, Recorder.

George Kerr
Alice Kerr

To
The Beaver Dam Coal Co.

Know all men by these presents
That we, George Kerr and
Alice Kerr, husband and
the grantors, for the con-
sideration of two thousand and
eighty five dollars, (\$2085.00), received to our
satisfaction of The Beaver Dam Coal Company
the grantee, do give, grant, bargain, sell and
convey unto the said grantee, its successors
assigns, the following described premises: to-wit:
in the Township of Union, County of Tuscarawas
State of Ohio, and known as All the mine
number six vein of coal in upon or under
the following described real estate to-wit:
number two (2) containing seventy three (73) acres
more or less, and two (2) acres off the North
of Lot number one (1) in all seventy five acres
same being in section four (4) Township Ex

necessary for the proper mining and removing
all of said coal and any other coal which
now be owned or hereafter acquired by said
their successors, heirs or assigns and the right
and occupy so much of said surface land as
be necessary for any and all purposes, conn
with said mining and removing of said
to pay however to said Grantors the sum
Twenty Dollars per acre for all land taken
for said purposes or either of them, with
to mine and remove said coal, and coal
other lands thereover without liability for
done the overlying surface or other business
water or buildings or anything placed there
by reason of said mining and removing
coal, and the right to keep and maintain
entry or entries (through under said surf
the purpose of transporting any other coal
owned or hereafter acquired, by said Grant
successors or assigns, with right to drive
for ventilation or drainage to daylight at
point along the out crop, with access to sa
said surface, but all copperas or sulphur
to be conducted by tile or drain to a str
water and not allowed to run over the surf
said Grantee its successors and assigns
right to drive over said premises to any
all points necessary to reach in mining
removing said coal, one acre of the afore
acres to be taken out of the buildings or
premises the dwelling house thereon being
center. Be the same more or less, but subject
legal highways. To have and to hold the ab
granted and bargained premises, with the a
tenances thereunto belonging, unto the said
its successors and assigns forever. And we
said grantors, do for ourselves and our heir
executors and administrators, covenant with the
grantee, its successors and assigns, that as
until the encasing of these presents we are
seized of the above described premises as a

And we, the said George Kerr and wife ever
band and wife, do each hereby remise, release
forever quit claim unto the said grantee its
heirs and assigns, all our right and title
power in the above described premises. In
witness whereof, we hereunto set our hands, this 10th. day
of June in the year of our Lord, one thousand
hundred three.

Signed & acknowledged
in presence of
D. V. Huffman
John S. Graham

George Kerr
Alice Kerr

The State of Ohio,
Tuscarawas County, ss. } Before me, a Notary Public
and for said County, personally
appeared the above named George Kerr &
Alice Kerr his wife, who acknowledged that they
signed the foregoing instrument, and that the same
is their free act and deed. In Testimony whereof
I have hereunto set my hand and official seal
New Philad^a O. this 10th. day of June A. D. 1903.
Received June 11, 1903
at 3¹⁶ P. M.
Recorded June 16, 1903.

John S. Graham
Notary Public

R. E. Haverman, Recorder.

Mary M. Rausch } Know all men by these Presents
John Rausch } That Mary M. Rausch of the County of
Tuscarawas and State of Ohio
in consideration of the sum of
three thousand and six hundred dollars, to
paid by John Rausch the receipt whereof is to
acknowledged, do hereby grant, bargain, sell and
convey to the said John Rausch his heirs and
forever, the following described real estate, situate
in the County of Tuscarawas in the State of Ohio
and in the Township of Perry and bounded
described as follows, viz: Being the West half
the south-east quarter of section one (1) in
ship five (5) and range one (1) of the unaffiliated

17378
Mr. WARD D. KERR Eas. No. 8-CG R/W Map No. 4
(NAME)
734 E. HIGH N. PHILA., O. W. O. No. 609/141-1/432-
(ADDRESS)

Received of THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar
in consideration of which WARD D. KERR AND
ANNA T. KERR (HIS WIFE)

hereby grant and convey unto said THE OHIO POWER COMPANY, its successors and assigns,
right and easement to construct, operate and maintain or remove an electric power line, with all ne
poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to per
tachment of others to said poles, with services and extensions therefrom, on and over our lands si
the Township of UNION, County of TUSCARAWAS, and State
and being a part of Section No. 102, Township No. 8-N, Range No. 1-
and bounded;

On the North by lands of ARTHUR PAIGE

On the East by lands of SCOTT CARROLL HEIRS

On the South by lands of G. MALONE

On the West by lands of ROBERT PETERS ET AL

with the right of ingress and egress to and from and over said premises.

It is agreed that this line may be extended across said land and
serve additional customers.

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

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

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

WITNESS the following signatures and seals, this 22nd day of April,

WITNESS:

Otto D. Schuler
Otto D. Schuler

Ward D. Kerr
Ward D. Kerr
Anna T. Kerr
Anna T. Kerr

Austa T. Murphy
Austa T. Murphy

THE STATE OF OHIO,
Tuscarawas County } ss.

Before me, a Notary

in and for said County, personally appeared the above named Ward D. Kerr

Anna T. Kerr
who acknowledged that they did sign the within instrument and that they
did so of their own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 22nd
day of April A. D. 1947

My commission expires Oct 11, 1947 Austa T. Murphy Notary Public

21113

Name: Ward D. Kerr
Address: New Philadelphia, Ohio
Line: East of Industrial Canal
Eas. No. 4-A Map No. 1744

In Testimony Whereof, I have hereunto set my hand and official seal, at Uhrichsville, Ohio, this 21st day of January, A.D. 1948.
Charles T. Greenlee
CHARLES T. GREENLEE, Notary Public
MY COMMISSION EXPIRES OCT. 10, 1959

Received for Record 9:00 PM FEB 14 1948
Recorded in Deed Records FEB 17 1948
Volume 150 Page 150
Recorder W. S. Williams
County Tuscarawas
State of Ohio

DEED OF EASEMENT
Form No. 1-B-Ohio
Name and Address
WARD D. KERR
734 E. High Ave.
New Philadelphia, Ohio
Eas. No. 4-A Map No. 1744
Dtg. No. 9-265220-1 Reg. No. 119/48
W.O. 400/169-8

This Indenture made this 12th day of DECEMBER 1947
by and between Ward D. Kerr & Anna T. Kerr, his wife; Dolores Kerr
Albertine & Virgil Albertine, her husband; Jean Kerr Williams &
R. S. Williams, her husband,

his wife (or unmarried) of the County of Tuscarawas
in the State of Ohio, parties of the first part, and THE OHIO POWER COMPANY, a corporation organized and existing under the laws of the State of Ohio, party of the second part.

Witnesseth:
That for and in consideration of the sum of One Dollar in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across the following described lands situated in UNION Township, in the County of TUSCARAWAS in the State of Ohio, and part of Section No. 2 Township No. 8-N and Range No. 1-W and bounded:
On the North by the lands of ARTHUR R. PAGE ET AL
On the East by the lands of JESSIE PETER
On the South by the lands of JESSIE PETER - GRITIN MALONE
On the West by the lands of JOHN S. CARROLL
Stick #1 Affixed to Ward D. Kerr

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided, however, the said THE OHIO POWER COMPANY, its successors or assigns, shall further pay to me or my heirs or assigns, the sum of Five Dollars (\$5.00) for each pole erected on said lands, hereinafter described, from time to time, whenever and as soon as any poles are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 911, Newark, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and assigns.

In Witness Whereof, the parties of the first part have hereunto set their hand the day and year first above written.

Signed and Acknowledged in the presence of:
Willie Long
Geo. W. Shonk
Russell E. Bennett
Ward D. Kerr
Dolores Kerr Albertine
Virgil Albertine
Anna T. Kerr
Jean Kerr Williams

All money due for right of way shall be made payable to Ward D. Kerr address New Philadelphia, Ohio who is authorized to accept payments and as agent for the undersigned and as agent for the undersigned for the purpose of making all settlements and adjustments for damages that may be caused by the construction, erection, operation and maintenance of said line.

R. S. Williams

and exercise said rights, said Frank English shall not be liable for damages resulting from settlements, or breaks in the surface, or resulting from the destruction of, or injury to, any spring or well of water, or the diversion of any water course or stream, in connection with the mining or removal of coal; and that said Frank English shall not be liable for any damages except such as may be caused by the negligence of said Frank English.

(4) That said Frank English may remove from said premises all buildings, structures, machinery and fixtures and other property at any time when said Frank English may desire to surrender the use and occupancy of said premises.

By the exercise of said option and Leasing of said coal and rights Frank English hereby agrees: (1) To enter on said premises within ninety days from the date hereof and drill and make search for said coal and if the same be found in sufficient quantities and under circumstances to justify said Frank English in mining same, then and in such event Frank English agrees to pay said Henry Elwood as royalty the sum of eight cents per ton for each ton of two thousand pounds (2000#) run of mine coal, mined and removed from said premises by said Frank English.

(2) That said Frank English will pay all damages to fences or growing crops on the land hereinbefore described, occasioned by mining operations thereon.

(3) That said Frank English will guard and keep in repair all air-shafts and other openings in the surface of said land so as not to endanger stock on said premises.

It is agreed between the parties hereto that all rights and obligations under this agreement shall inure to, and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In witness whereof, the parties have hereunto set their hands in duplicate on the eleventh day of June A. D. 1917.

Signed and acknowledged in the presence of

Ethel B. Mathias
Virgil O. Mathias

Signed Henry Ellwood
Laura A. Ellwood
Frank English

State of Ohio, County of Tuscarawas, ss:

Before me, a Notary public, in and for said county, personally appeared the above named Henry Ellwood, Laura A. Ellwood and Frank English who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed for the uses and purposes therein mentioned. In testimony whereof, I have hereunto subscribed my name at New Philadelphia, O, this eleventh day of June A. D. 1917.

Virgil O. Mathias

Notary Public (seal)

For a valuable consideration to me paid by Henry Allman and Otto Wagner, I hereby sell, transfer and assign to H. C. Allman and Otto Wagner, and undivided 2/3 interest in the foregoing option. Dated June 20, 1917.

Witness: - D. S. Gray

Signed Frank English

Virgil O. Mathias

Received June 21, 1917 at 2:15 P. M.

Recorded June 25, 1917

Fee 1.65

Recorder.

238

Amy A. Kerr et al
To
Frank English

Know all men by these presents; That Amy Alice Kerr and George Kerr, of the city of New Philadelphia, County of Tuscarawas and state of Ohio in consideration of the sum of one dollar (\$1.00) paid by Frank English the receipt of which, is hereby acknowledged, do hereby give and grant unto said Frank English the sole right and option to lease at any time within ninety days from the date hereof the number seven vein of stone coal in and under the following described land situated in the township of Union, County of Tuscarawas in the state of Ohio and being the farm of Amy Alice Kerr and George Kerr lying on or near the B & O switch leading from Midvale, Ohio to Bamhill, Ohio, but more specifically described in the deed records of Tuscarawas County at Vol. 77 pages 484 and 485 in a deed from John Pyle and wife. Bounded on the north by lands owned by M. A. Page Bounded on the south by lands owned by Peters Farm Bounded on the west by lands owned by Scott Carroll Bounded on the east by lands owned by DeLonge and Stewards containing about 75 acres of land, and also the right and license to enter upon said land at any and all times during said period, and to examine and test said premises for said #7 vein of coal and do all drilling and excavating and all other things necessary or incident thereto. Said Amy Alice Kerr and George Kerr in consideration aforesaid hereby covenant and agree: That Notice of the exercise of said option may be by writing delivered to said George Kerr at his residence, or deposited in the United State Mail, properly sealed and stamped addressed to George Kerr at New Philadelphia, Ohio postoffice. That said Amy Alice Kerr and George Kerr shall by the usual words and recitals, execute and deliver to the said Frank English, a lease for said #7 vein of coal in and underlying said described lands, together with the usual rights necessary or incident to the proper mining and removal of coal, including the right to make and use such openings in the surface of said land as may be necessary for entries, shafts, air-shafts, passages and water courses; and including the right to construct maintain and use, over, on or under the surface of said land, all roads, railroad

tracks, switches, turn-outs and appurtenances necessary or proper for the transportation of coal from said land, and the transportation of machinery, tools, supplies and other materials, and of employee and other persons to and from said land in connection with the business of mining, sale and removal of coal free of any charge to said Frank English; and including the right to deposit on the surface of said land, at or near the openings all debris and material coming from the excavation or construction of such openings or shafts, air-shafts, entries and passages and refuse from the mining operations and including the right to erect, maintain, repair and use, on the said land, all buildings, structures, machinery, appliances and fixtures which may be necessary, incident or proper in the business of mining, sale and removal of coal and for the drainage or ventilation of any or all mines and including the right and license to said Frank English to enter on said lands at any time, with employees, teams, machinery and appliances for the purpose herein mentioned, but it is expressly agreed and understood by and between the parties hereto, that the said Frank English, for all surface, other than that which is now occupied by the present opening and place for tippie near the B & O Switch, necessarily used in the proper operation of the mine, shall pay to the said Amy Alice Kerr and George Kerr, at the rate of \$80.00 per acre for the surface so used for the deposit of debris, coal bank refuse, and for the construction of buildings, structures, machinery and fixtures thereon, and it is further agreed that no miners houses shall ever be constructed upon any part of said surface.

That in case Frank English shall exercise this option and lease said coal exercise said rights, said Frank English shall not be liable for damages resulting from settlements or breaks in the surface, or resulting from the destruction of, or injury to, any spring or well of water, or the diversion of any water course or stream, in connection with the mining or removal of coal; and that said Frank English shall not be liable for any damages except such as may be caused by the negligence of said Frank English.

It is further agreed, that after said coal shall have been removed from the premises herein, that the said Frank English, shall have the right to remove through the openings thereunder, coal from other or adjacent lands, upon payment to said Amy Alice Kerr and George Kerr, the sum of one-half cent per ton for each ton of mine run coal so removed from other lands and transported through the lands herein described. That said Frank English may remove from said premises all buildings, structures, machinery and fixtures and other property at any time when said Frank English may desire to surrender the use and occupancy of said premises. By the exercise of said option and leasing of said coal and rights Frank English hereby agrees: To enter on said premises within ninety days from the date hereof and drill and make search for said coal, and if the same be found in sufficient quantities and under circumstances to justify said Frank English in making the same, then and in such event Frank English agrees to pay said Amy Alice and George Kerr as royalty the sum of ten cents per ton for each ton of two thousand pounds (2000#) run of mine coal, mined and removed from said premises by said Frank English. That said Frank English will pay all damages to fences or growing crops on the land hereinbefore described, occasioned by mining drilling operations thereon. That said Frank English will guard and keep in repair all air-shafts and other openings in the surface of said land so as not to endanger stock on said premises.

It is agreed between the parties hereto that all rights and obligations under this agreement shall inure to, and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

In witness whereof, the parties have hereunto set their hands in duplicate on the 16th day of June A. D. 1917.

Signed and acknowledged in the presence of:

Homer I. N. Stafford

Emma Angel

Virgil O. Mathias as to F. English

Geor. W. Kerr

Amy Alice Kerr

Frank English

For a valuable consideration to me paid by Henry Allman and Otto Wagner, I hereby sell, transfer and assign to H. C. Allman and Otto Wagner, an undivided 2/3 interest in the foregoing option. Dated June 20, 1917

Witness: D. S. Gray

Virgil O. Mathias

Signed Frank English

Received June 21, 1917 at 2:18 P. M.

Recorded June 25, 1917

Fee 2.15 ✓

Alfred H. Decker Recorder.

H. H. Harrold

To

Frederick Rufenacht et al

and A. W. Reiser, parties of the Second part, witnesseth:

That said party of the First part does hereby give and grant unto the said Parties of the second part the right and privilege, subject to the terms agreements, conditions and stipulations hereinafter contained, of using, in common with said First Party, his heirs and assigns, a certain railroad switch or siding situate on the tract of about four (4) acres heretofore owned by The Wise-Harrold Company, in the city of new Philadelphia, in the county of Tuscarawas and in the state of Ohio, said switch extending from the beaver Dam Branch or Extension of the Cleveland & Pittsburgh Railroad to or near the factory of said Wise Harrold Company; and the sole and exclusive right to load coal on railroad cars on said switch, and the right, in common with said First Party, to load and unload other materials thereon; together with the following rights, privileges and easements, to-wit:

The sole and exclusive right of constructing, maintaining and using a trestle suitable

[illegible]

No. 04676 Area 103
OIL, GAS AND STORAGE LEASE
From J. CALIFORD RAMBERG
To Port Office R. D. 1 DENNISON, OHIO
BELDEN & BLAKE OIL PRODUCTION
626 RENKERT BUILDING
CANTON 2, OHIO
Date AUGUST 10 1957
Term _____ Year 20
LOCATED
UNION & BOSCHEN - TUSCARAWAS
Rec'd for Record SEP 24 1957 100 PM
Recorded OCT 1 1957
Book _____ Page _____
Signed Robert E. Moore
County Recorder
140

D.B.O.P. Form 66A 04676 Lease #

THIS LEASE, made and entered into this 70 day of AUGUST, 1952, by and between J. CLIFFORD RAINSBURG & EDNA M. RAINSBURG, HIS WIFE of RD 1 DENNINGTON, Ohio, hereinafter called the Lessor, and HELDEN & BLAKE OIL PRODUCTION 626 Reacker Building, Canton 2, Ohio, hereinafter called the Lessee, WITNESSETH:
That the Lessee, for and in consideration of the sum of _____ Dollars, to the Lessee in hand paid by the Lessor, the receipt of which is hereby acknowledged, have granted, sold, aliened, conveyed and confirmed unto the Lessee, its heirs and assigns forever, all that certain _____

by acknowledged, and the covenants and agreements herewith contained, do hereby lease and let exclusively unto the Lessee, for the purposes of drilling, operating for, producing and removing oil and gas and all the contents therein, and for injecting storage and holding in storage, and removing gas from formations beneath the surface of the earth (for gas storage purposes), including gas lying thereunder, by pumping through wells or other means, into its and its equipment and structures thereon to produce and operate for the said products, and of laying pipe.

And unto the Lessee, its heirs, assigns, successors and assigns, full power, sole privilege and authority, together with the right of way, easement and license, for and unto the purposes on all lands, all that certain tract of land situated in WILLIAMSON TOWNSHIP, Section No. 13-20 in TUSCARAWAS County, Ohio, bounded substantially as follows:

North by lands of KALT AND INHARDT "1" KALT
East by lands of STANBURY, PAGE "1" PINE
South by lands of PAGE, WATER, EVERHARDT "1" EVERHARDT
West by lands of TWP LINE "1" EVERHARDT

being all the property owned by Lessor in Section 13-20 of WILLIAMSON TOWNSHIP, containing -- 103 -- acres, more or less,

This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of twenty years and so much longer thereafter as may be required for the search for oil or gas, or (2) as gas shall be injected, stored or held in storage, or removed into, it and from any sand, strata or other formation underlying the premises.

This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within THREE months from the date hereof, a well shall be commenced on the site of the above described premises for the purpose of drilling for, producing or recovering oil or gas or use of the same for gas storage purposes shall be commenced as herein provided; and unless the Lessee shall thereafter pay a delay rental of - ONE HUNDRED AND THREE dollars per acre per month during the term of this lease, commencing each year, payments to its said owner.

In consideration of the premises the Lessor covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipe lines, as royalty, free of cost, the equal one-eighth (5%) part of all oil produced and saved from the leased land by the Lessee under the lease thereon; (B) To pay to the Lessor, as royalty, free of cost, the equal one-eighth (5%) part of the full market rate for oil of like grade and gravity prevailing on the date such oil is run into tank cars, at the option of the Lessee, except casinghead gas, marketed and used off the premises and produced from each well on the leased land; (C) To pay to the Lessor, as royalty, free of cost, the equal one-eighth (5%) of **700,000** cubic feet of such gas to be marketed and used, measured in accordance with Boyler's Law, for the treatment of the leased land by **flaring** pressures, on the basis of 10 pounds above 14.4 pounds atmospheric pressure, at a standard base loss for flaring of 10% and a stipulated loss of 10% for thermodynamic variations; (D) To pay to the Lessor, as royalty, free of cost, the equal one-eighth (5%) part of the net proceeds of the sale of casinghead gas marketed and used off the premises during the term of the lease; (E) To pay to the Lessor as royalty, free of cost, the sum of **\$25.00** per acre, payable annually for the period from the time of completion of the lease until the expiration of the term of the lease.

[illegible]

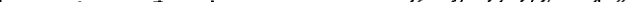
5. CLIFFORD RHINBERG of ROCK County, Ohio, hereby assigns to the Lessor by check made payable to the order of and mailed to JOHN O. DENNISON, OHIO of ROCK County, Ohio, the sum of \$100.00 for the use of the Lessor in the performance of the duties herein provided. The Lessor may lay a pipe line to any one gas well on the premises, whether a producing well or a well used for gas storage, and the Lessor shall have the right to use the same for the purpose of gathering gas from the same. The Lessor shall have the right to use the same for the purpose of gathering gas from the same. The Lessor shall have the right to use the same for the purpose of gathering gas from the same.

[illegible]

The consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee and the further right of drilling or not drilling on the leased premises whether to further produce or store gas in storage wells on adjacent or adjoining lands or otherwise, as the Lessee may elect, regardless of the purposes for which the leased premises are used.

[illegible][illegible][illegible]

All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the parties hereto defend the title to the lands hereinafter described. It is mutually agreed that this instrument contains and constitutes the entire agreement and understanding of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into or imposed upon the parties or either of them.

Signed and Acknowledged in the Presence of: 

William E. Wernick (Scribble)

Jeffrey Clifford Rainsberg (Scribble)

Edna M. Rainsberg (Scribble)

Please see 11/15/96
 3-9-2001 see above 165
 24399
 3-7-2015 see above 1180
 241640
 9-24-05
 see above 11/15/96

STATE OF OHIO VOL 57 PAGE 95
On this 15th day of AUGUST A. D. 1957
County of TUSCARAWAS before me, a NOTARY PUBLIC in and for said County
personally appeared the said J. CLIFFORD RAINBORG AND EDNA M. RAINBORG
who acknowledged that THEY did sign and seal the foregoing instrument and that it is THEIR
WITNESS my hand and OFFICIAL seal, the day and year aforesaid.

STATE OF _____ On this _____
County of _____ before me, a _____
personally appeared the said _____
who acknowledged that _____ did sign and seal the foregoing instrument and that it is _____ free act and deed.
WITNESS my hand and _____ seal, the day and year aforesaid.

Notary Public, Justice of the Peace. (Seal)

THIS INSTRUMENT WAS PREPARED
BY BELDEN & BLAKE OIL PRODUCTION

No. 114677 Actual 60
OIL, GAS AND STORAGE LEASE
From JESSE ROOP
Port Office RD 1, DENNISON, OHIO
To BELDEN & BLAKE OIL PRODUCTION
625 RENKERT BUILDING
CANTON 2, OHIO
Date AUGUST 13 1957
Term 20 Years
LOCATED
UNION - TUSCARAWAS
Rec'd for Record SEP 24 1957 10:11 AM
Recorded OCT 1 - 1957
Book Robert E. Moore County Recorder
140

B.O.P. Form 66A

THIS LEASE, made and entered into this 13 day of AUGUST, 1957, by and between
JESSE ROOP & DASHA ROOP, his wife

of RD 1 DENNISON, Ohio, hereinafter called the Lessor, and BELDEN & BLAKE OIL PRODUCTION of

625 Renkert Building, Canton 2, Ohio, hereinafter called the Lessee, WITNESSETH:

That the Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purposes of drilling, operating for, producing and removing oil and gas and all the constituents thereof, and of injecting, storing and holding in storage, and removing gas of any kind (sometimes herein referred to as gas storage purposes), including gas lying thereunder, by pumping through wells or other means, into, in and from any sands, strata or formations lying thereunder, regardless of the source of such gas or the location of the well or other means of so doing, and of placing tanks, equipment and structures thereon to produce and operate for, the said products, and of laying pipe lines thereover to transport the same and for gas storage purposes, other lands, all that certain tract of land situated in UNION Township, Section No. 6, in TUSCARAWAS County, Ohio, bounded substantially as follows:

North by lands of F. MORLEY
East by lands of ROBERT ROSEBERRY
South by lands of E. STAMBERY, W. STAMBERY
West by lands of C. L. KIRK

being all the property owned by Lessor in Section 6 of UNION Township, containing 60 acres, more or less.

No well shall be located within 300 feet of the present buildings unless both parties consent thereto.

This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of twenty years and so much longer thereafter either (1) as oil or gas or their constituents shall be found on the premises in paying quantities in the judgment of the Lessee or as the premises shall be operated by the Lessee in the search for oil or gas, or (2) as gas shall be injected, stored or held in storage, or removed into, in and from any sands, strata or formations underlying the premises.

This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within SIX months from the date hereof, a well shall be commenced on the premises or use of the same for gas storage purposes shall be commenced as herein provided, or unless the Lessee shall thereafter pay a delay rental of 100.00 Dollars each year, payments to be made quarterly until the commencement of a well or of the use of the premises for gas storage purposes.

In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipe lines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipe lines. In either case the Lessor to pay his royalty share of any expense, if any, for treating the oil from any well to make it marketable as crude; (B) To pay to the Lessor, as royalty for the gas, except casinghead gas, marketed and used on the premises and produced from each well drilled thereon which is not used for gas storage purposes, the sum of one-eighth (1/8) of FREE MARKET per thousand cubic feet of such gas so marketed and used, measured in accordance with Boyl's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.7 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and a stipulated flowing temperature of 60° Fahrenheit, without allowance for temperature and barometric variations; payments of royalty for gas marketed during any calendar month to be on or about the 30th day of the following month; (C) To pay to the Lessor the land rental or well rental each year hereinafter provided for the use of the premises for gas storage purposes while the same are being so used; (D) To pay to the Lessor for casinghead gas marketed from any oil well \$25.00 per year, payable annually for the period from the time and while such casinghead gas is marketed.

The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinafter provided of injecting, storing or holding in storage, and removing gas into, in and from any sands, strata or formations underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well while so used; provided, that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessor, if more than \$200.00, for gas produced and marketed from each well during the consecutive periods of time aggregating 180 days next preceding the giving of such notice, and for each year thereafter a rental for such well so used equivalent to said first year's rental, if more than \$200.00, reduced each year by the amount of \$50.00 until reduced to \$200.00, and for each year thereafter a rental of \$200.00 for such well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the gas storage purposes hereinafter specified shall be located on other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give like written notice to the Lessor of its intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as, but in lieu of, the delay rental hereinafter provided to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for such well and the same sum each year for each additional well so drilled and used. If the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purposes and there shall be no other well located thereon, the rental for such use shall be the land rental hereinbefore provided. All land rentals and well rentals may be paid by the Lessee in quarter-year installments.

All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to

JESSE ROOP at RD 1 DENNISON, OHIO, and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

95
625-10
See Vol. 1333
Pg. 1811
511811
W 1356
Pg 128
9-7-11
See Vol. 1323
Pg 1770
11-30-11
See Vol 1370
Pg 2358
12-30-11 See
Vol. 1374 Pg. 156

OIL AND GAS LEASE

Producers 88 Revised

VOL. 86 PAGE 72

66467 2nd 165 pg 217

Agreement: Made and entered into the 28th day of November 19 72 by and between Marcus Page 12-20-96 R. D. #1, Dennison, Ohio See Case Vol 157 pg 305 hereinafter called lessor (whether one or more), and The Mutual Oil & Gas Company of 1540 W. Market St., Akron, Ohio 44313 hereinafter called lessee:

Witnesseth: that the said lessor, for and in consideration of _____ Dollar _____ cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the Township of _____ Union _____, County of _____ Tuscarawas _____, State of Ohio, described as follows, to wit:

Union _____, County of _____ Tuscarawas _____, State of Ohio, described as follows, to wit:

8-12-86
Bounded on the North by: Marcus Page
Bounded on the East by: Marcus Page
Bounded on the South by: Everhard-Cole and Bennett
Bounded on the West by: Marcus Page

2-4-74
SEE LEASE RECORD
VOL 90 PAGE 245

1/29/75
SEE LEASE RECORD
VOL 466 PAGE 350
J.S. #49234

1-22-76
See Mtg Records
Vol 408 pg 40
and J.S. #50044
See Mtg 457
pg 27
J.S. #66972

of Lot #13 Township Union Range _____ and containing for rental purposes 12 acres, more or less.

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor.

This instrument was prepared by The Mutual Oil & Gas Company 3-26-86 See Case Vol 128 pg 491

For reference purposes only, it is stated that the lessor claims title to the leased land by or through instrument recorded in Volume _____ at page _____ of the County Recorder's office.

It is agreed that this lease shall remain in force for a primary term of One (1) years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lessee shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas. Where such gas is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the yearly delay rental as provided by the provisions of this lease, payable annually at the end of each year during which such gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as producing property under the above paragraph setting forth the primary term hereof. Lessor is to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 28th day of November, 19 73, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor, or the lessor's credit in the Bank at _____

of changes in ownership of said land, the sum of 1-14-94 See Case Vol 150 pg 326 dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for Twelve (12) months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee and the depositing of such currency, draft or check in any postoffice, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinabove provided. And it is agreed that on the resumption of the payment of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

SEE LEASE RECORD
VOL 97 PAGE 360

SEE LEASE RECORD
VOL 97 PAGE 360

SEE LEASE RECORD
VOL 124 PG 751

SEE LEASE RECORD
VOL 165 PG 399

SEE LEASE RECORD
VOL 180 PG 1690

SEE LEASE RECORD
VOL 129 PAGE 337

SEE LEASE RECORD
VOL 145 PG 96

Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

If the estate of either party hereto is assigned — and the privilege of assigning in whole or in part is expressly allowed — the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but 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 true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee, shall pay to the lessor the sum of One Hundred Dollars (\$100.00) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishings domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts; the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be in-operative as to such portion so consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

IN TESTIMONY WHEREOF WE SIGN, This the 1st day of December, 19 72

Witnesses:

Katherine Shalley
Billy J. Hurd

Marion Page (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Ill.

COUNTY OF Macoupin

SS.

ACKNOWLEDGEMENT TO THE LEASE

Marion Page day of December, A.D., 19 72, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared Marion Page

to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as his free act and deed.

Notary Public Marion Page

County, Macoupin

My Commission Expires March 19, 19 77 Acting in New Philadelphia County, Macoupin

66467

OIL AND GAS LEASE

FROM

TO

Dated, 19

Section 10 Township 10 Range 10

No. Acres 10

County, Macoupin

Term, 10

This instrument was filed for record the 10 day of December, 19 72, at 10 o'clock, AM, and duly recorded in Book 86 Page 73 of the records of this office.

By Marion Page Deputy

When Recorded

Return to

MIDCONTINENT REPRODUCTION CO.

Marion, Illinois