

**Purchase Agreement 1**

**Auction Date** 4/27/2023

**Seller(s)** George R Kirk (Successor Trustee) – Helen H Kirk (living trust)

**Buyer Information**

**(Must be completed by agent)**

Primary Buyer Name \_\_\_\_\_

Street 1, Suite \_\_\_\_\_ Home Phone \_\_\_\_\_

Street 2 \_\_\_\_\_ Cell Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Work Phone \_\_\_\_\_

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

Attorney to review Title and Closing Documents, if desired

Name \_\_\_\_\_

Street 1, Suite \_\_\_\_\_ Home Phone \_\_\_\_\_

Street 2 \_\_\_\_\_ Cell Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Work Phone \_\_\_\_\_

**DEED INFORMATION**

Deed Name \_\_\_\_\_

Tax Mailing Address

Street 1, Suite \_\_\_\_\_

Street 2 \_\_\_\_\_

City, State, Zip \_\_\_\_\_

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

**FINANCING INFORMATION**

Type  Financing  No Financing

Lender Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

**DEPOSIT INFORMATION**

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

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

SSN \_\_\_\_\_ Driver's License # \_\_\_\_\_ DOB \_\_\_\_\_ Occupation \_\_\_\_\_

Actual Payor Name \_\_\_\_\_

Street 1, Suite \_\_\_\_\_ Home Phone \_\_\_\_\_

Street 2 \_\_\_\_\_ Cell Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Work Phone \_\_\_\_\_

How this sale was recorded  Cassette  Digital  N/A

**The following forms have been signed by the buyer?**

Agency Disclosure Form  Property Disclosure Form  Lead Based Paint Disclosure

Runner Up Information

Runner Up Name \_\_\_\_\_ Bidder # \_\_\_\_\_

Street 1, Suite \_\_\_\_\_ Home Phone \_\_\_\_\_

Street 2 \_\_\_\_\_ Cell Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Work Phone \_\_\_\_\_

White copy to OFFICE Yellow copy to BUYER

COGNOVIT NOTE

\$ \_\_\_\_\_ / Cuyahoga Falls OH / 4/27/2023

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

I promise to pay , George R Kirk (Successor Trustee) – Helen H Kirk (living trust)

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

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

Signature X \_\_\_\_\_

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

Signature X \_\_\_\_\_

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

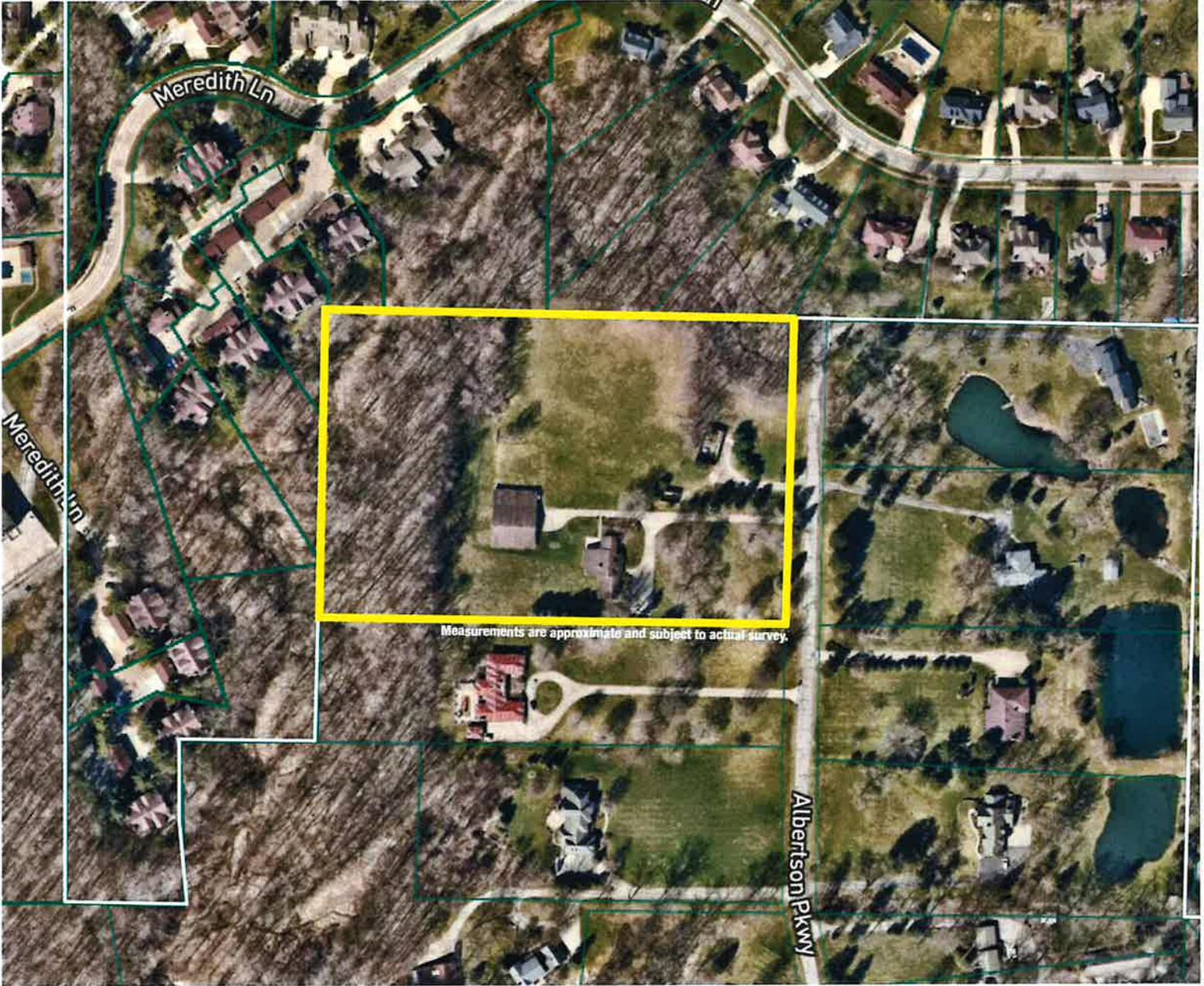


EXHIBIT A



**First American Title™**

**ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

**Commitment**

**COMMITMENT FOR TITLE INSURANCE**

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

**First American Title Insurance Company**

*Dennis J. Gilmore*      *Greg L. Smith*

Dennis J. Gilmore, President      Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**EXHIBIT B**

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

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

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**First Security Title Corporation**

# Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: First Security Title Corporation  
 Issuing Office: 4367 State Road, New Franklin, OH 44319  
 Issuing Office's ALTA® Registry ID:  
 Loan ID No.:  
 Commitment No.: 33227  
 Issuing Office File No.: 33227  
 Property Address: 2150 Albertson Parkway, Cuyahoga Falls, OH 44223  
 Revision No.:

### SCHEDULE A

1. Commitment Date: February 21, 2023 at 07:29 AM
2. Policy to be issued:
  - (a)  ALTA Owner's Policy of Title Insurance (6-17-06)  
 ALTA Homeowner's Policy of Title Insurance (Rev. 12-2-13)  
 Proposed Insured: Successful bidder at auction  
 Proposed Policy Amount: \$ 390,770.00
  - (b)  ALTA Loan Policy of Title Insurance (6-17-06)  
 ALTA Expanded Coverage Residential Loan Policy (Rev. 12-2-13)  
 Proposed Insured:  
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
 George Richard Kirk, Successor Trustee, of the Helen H. Kirk Living Trust, dated March 8, 1996 and amended on July 20, 2007 and December 15, 2017
5. The Land is described as follows:  
 See Schedule C attached hereto and made a part hereof.

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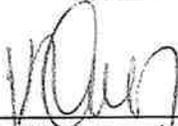


**SCHEDULE A**  
(Continued)

Commitment No.: 33227

**FIRST SECURITY TITLE CORPORATION**

Issuing Agent: First Security Title Corporation  
Agent ID No.:  
Address: 4367 State Road  
City, State, Zip: New Franklin, OH 44319  
Telephone: (330)645-2879

By:   
\_\_\_\_\_  
First Security Title Corporation

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First Security Title Corporation</b>
<b>Schedule BI &amp; BII</b>	

Commitment No.: 33227

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. from George Richard Kirk, Successor Trustee to Successful bidder at auction
5. Satisfactory Release or Subordination of all liens shown in Schedule B, Section II.

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## SCHEDULE B

(Continued)

Commitment No.: 33227

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. NOTE: Delinquent sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.
10. HOMEOWNERS' ASSOCIATION DUES: Failure to pay any Homeowners' Association dues required by the restrictive covenants set forth herein may result in a lien on the insured premises. The Company assumes no responsibility for ascertaining the status of these charges. The purchaser/insured is cautioned to obtain the current status of these charges.

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**SCHEDULE B**  
(Continued)

Commitment No.: 33227

11. Taxes Listed in the Name of: George Richard Kirk, Successor Trustee  
PM No. 35-01180 PPN No. NH-00034-02-033.IHC  
Taxes and assessments for the first half 2022 in the amount of \$4,514.00, are paid.  
Taxes and assessments for the last half 2022 in the amount of \$4,514.00, are a lien, now due and payable.  
Taxes for the year 2023 are a lien, but not yet due or payable.

Additions to General Taxes or Assessments, if any, which may hereafter be made by legally constituted authorities pursuant to Revised Code Section Number 319.40 and 5713.20, or Additions, deletions, abatements or corrections which may be made after the date hereof by legally constituted authorities on account of errors or omissions.

The insured herein is hereby notified that a change in the tax for the year 2022 and ensuing years may be made by an increase or decrease in the valuation of these premises for tax purposes and result of any complaint which may be found to alter such valuations pursuant to Section 5715.19 of the Revised Code of Ohio.

Assessments which at the date hereof have not been certified to the county Auditor.

NOTE: There are no Special Taxes or Assessments charged against caption premises, except for: N/A

12. Right of Way to pipe lines grant and lease to The East Ohio Gas Company, recorded January 19, 1959 in Volume 3303, Page 73 of Summit County Records, grants right of way to lay, maintain and operate pipe lines for the transportation of petroleum, over and through caption premises and more land.  
Note: We have made no examination under the above right of way.
13. Driveway and Utility Easement to Carl J. Mader and Jessic L. Mader, recorded December 3, 1965 in Volume 4517, Page 447 of Summit County Records.  
Note: We have made no examination under the above easement.
14. Reservation in deed to Helen H. Kirk, recorded September 14, 1957 in Volume 4709, Page 563 of Summit County Records.  
Note: We have made no examination under the above reservation.
15. Dedication of Plat for Covenants, Conditions, Restrictions, Easements, Setback Lines and any Amendments thereto as disclosed on the Plat of Albertson Parkway, recorded in Plat Book 70, Page 61 of Summit County Records. We delete any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 U.S.C. 3604(c).
16. Right of Way recorded December 8, 1983 in Volume 6847, Page 638 of Summit County Records, grants right of way to lay, maintain and operate lines, over and through caption premises and more land.  
Note: We have made no examination under the above right of way.
17. Lease for Oil and Gas to K.S.T. Oil & Gas Co., Inc., recorded January 16, 1985 in Volume 6959, Page 333 of Summit County Records, and any subsequent instruments pertinent thereto.  
For further particulars see record.  
NOTE: We have made no examination under the above oil and gas lease.  
NOTE: Extension of Lease recorded in Volume 7122, Page 856 of Summit County Records.

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**SCHEDULE B**  
(Continued)

Commitment No.: 33227

18. Right of Way to pipe lines grant and lease to K.S.T. Oil & Gas Co., Inc, recorded January 18, 1985 in Volume 7035, Page 322 of Summit County Records, grants right of way to lay, maintain and operate pipe lines for the transportation of petroleum, over and through caption premises and more land.  
Note: We have made no examination under the above right of way.
  
19. Lease for Oil and Gas to Cutter Oil Company, recorded February 16, 2007 as Document No. 55415495 of Summit County Records, and any subsequent instruments pertinent thereto.  
For further particulars see record.  
NOTE: We have made no examination under the above oil and gas lease.  
NOTE: Ratification of Lease recorded as Document No. 55424660 of Summit County Records.
  
20. Mortgage from Helen H. Kirk and George B. Kirk, Jr., Trustees, to Fifth Third Bank in the face amount of \$250,000.00, dated September 2, 2003 and recorded on September 23, 2003 at 2:01 P.M., as Document Number 54947086 of Summit County Records.  
NOTE: The amount due under the above mortgage may be obtained from the holder of the indebtedness.  
For further conditions, see record.  
NOTE: Attornment Agreement and Consent to Lease recorded May 1, 2007 as Document No. 55437797 of Summit County Records.
  
21. This is in contemplation of title insurance issued in connection with transaction. If no insurance is issued, this commitment is not to be construed as binding title insurance policy.
  
22. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule C hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First Security Title Corporation</b>
<b>Schedule C</b>	

Commitment No.: 33227

**SCHEDULE C  
Legal Description**

The Land is described as follows:

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio:

Parcel I:

And known as being a part of Lot #38 in what was formerly Northampton Township and bounded and described as follows, to-wit: Beginning at the Southeast corner of said Lot #38; Thence S. 89° 08' W. along the South line of said Lot #38, a distance of 600 feet to a point; Thence N. 0° 17' W. parallel to the East line of said Lot #38, a distance of 414.50 feet to a point and the true place of beginning for the parcel herein described; Thence S. 89° 08' W. parallel to the South line of said Lot #38, a distance of 671.29 feet to a point; Thence N. 1° 20' 30" W. a distance of 184.495 feet to a point; Thence N. 89° 08' E. parallel to the South line of said Lot #38, a distance of 674.70 feet to a point; Thence S. 0° 17' E. parallel to the East line of said Lot #38, a distance of 184.50 feet to the true place of beginning and containing 2.850 acres of land as surveyed by Donald H. Mathews, Registered Surveyor in April, 1966.

Parcel II:

And known as being part of Lot #38 in what was formerly Northampton Township and further bounded and described as follows, to-wit: Beginning at a marked stone at the southeast corner of said Lot #38; Thence S. 89° 08' W. along the South line of said Lot #38, a distance of 600 feet to a point; Thence N. 0° 17' W. parallel to the East line of said Lot #38, a distance of 599.00 feet to a point and the true place of beginning for the parcel herein described; Thence S. 89° 08' W. parallel to the South line of said Lot #38, a distance of 674.70 feet to a point in the west line of a 72.94 acre parcel of land deeded to Donald S. Albertson by Gertrude Spielman Strayer, et al, by Warranty Deed recorded in Volume 1935, Page 233 of Summit County Records of Deeds; Thence N. 1° 20' 30" W, along the West line of said 72.94 acre parcel, a distance of 285.01 feet to a point; Thence N. 89° 08' E, parallel to the South line of said Lot #38, a distance of 679.96 feet to a point; Thence S. 00° 17' E, parallel to the East line of said Lot #38, a distance of 285.01 feet to the true place of beginning and containing 4.432 acres of land as surveyed by Donald H. Mathews, Registered Surveyor, in December, 1964.

Reserving the right to lay, maintain and repair existing sewer across the property. Also, only one house of not less than 1500 square feet, excluding garage, can be built on the property.

#20615 12/31/20  
KRISTEN M. SCALISE CPA, CFE  
Summit County Fiscal Officer  
\$ naught Fee \$ M Consideration  
 Transferred  
 Transfer Not Necessary  
by JB Deputy Fiscal Officer  
In compliance with ORC 219.202

YQC 11/13/20  
Descriptions Approved by Tax Maps

Approval Good for 30 Days From: 12/30/20

AFFIDAVIT OF SUCCESSOR TRUSTEE  
O.R.C. 5302.171

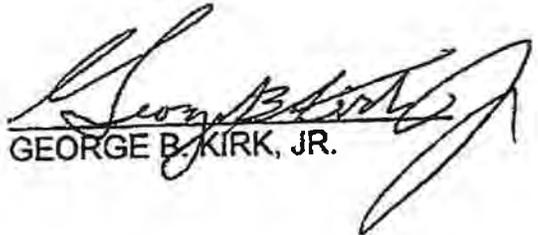
I, George B. Kirk, Jr., after being duly cautioned and sworn states:

1. I am the Sole Successor Trustee of the Helen H. Kirk Living Trust, dated March 8, 1996, and amended on July 20, 2007 and December 15, 2017, which holds title to parcel number 35-01180 in Summit County, Ohio.
2. The Co-Trustee who served with me, Helen H. Kirk, no longer serves due to her death on November 9, 2020.
3. The name and address of all trustees is as follows:

George B. Kirk, Jr.  
2150 Albertson Parkway  
Cuyahoga Falls, Ohio 44223

4. The legal description is attached hereto:

Further, affiant sayeth naught.

  
GEORGE B. KIRK, JR.

STATE OF OHIO )  
SUMMIT COUNTY ) ss.

Sworn to before me and subscribed in my presence by GEORGE B KIRK,  
JR. this 21<sup>st</sup> day of December, 2020.



NOTARY PUBLIC

Prepared By:

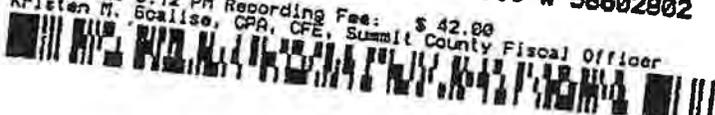
Susan L. Durr *emv.*  
Attorney at Law  
2231 Broad Blvd  
Cuyahoga Falls, Ohio 44223



**SUSAN L. DURR**  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

Page 2 of 3  
12/31/2020 3:12 PM Recording Fee: \$ 42.00  
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer

DOC # 56602902



situated in the City of Cuyahoga Falls, County of Summit and State of Ohio:

PARCEL I: Being a part of Lot #38 in what was formerly Northampton Township and bounded and described as follows, to-wit: Beginning at the southeast corner of said Lot #38; thence S. 89 deg. 08' W. along the south line of said Lot #38, a distance of 600 feet to a point; thence N. 0 deg. 17' W. parallel to the east line of said Lot #38, a distance of 414.50 feet to a point and the true place of beginning for the parcel herein described; thence S. 89 deg. 08' W. parallel to the south line of said Lot #38, a distance of 671.29 feet to a point; thence N. 1 deg. 20' 30" W. a distance of 184.495 feet to a point; thence N. 89 deg. 08' E. parallel to the south line of said Lot #38, a distance of 674.70 feet to a point; thence S. 0 deg. 17' E. parallel to the east line of said Lot #38, a distance of 184.50 feet to the true place of beginning and containing 2.850 acres of land as surveyed by Donald H. Mathews, Registered Surveyor in April, 1966.

Reserving the right to lay, maintain and repair existing sewer across the property. Also, only one house of not less than (1500) fifteen hundred square feet, excluding garage, can be built on the property. Subject to all applicable zoning ordinances and to restrictions, conditions, reservations, limitations and easements, if any, of record.

PARCEL II: Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio: And known as being part of Lot # 38 in what was formerly Northampton Township and further bounded and described as follows, to-wit: Beginning at a marked stone at the Southeast corner of said Lot #38; thence S. 89 deg. 08' W. along the South line of said Lot #38, a distance of 600 feet to a point; thence N. 0 deg. 17' W. parallel to the East line of said Lot #38, a distance of 599.00 feet to a point and the true place of beginning for the parcel herein described;

Thence S. 89 deg. 08' W. parallel to the South line of said Lot #38, a distance of 674.70 feet to a point in the West line of a 72.94 acre parcel of land deeded to Donald S. Albertson by Gertrude Spielman Strayer, et al., by Warranty Deed recorded in Volume 1935, Page 233 of Summit County Records of Deeds; Thence N. 1 deg. 20' 30" W., along the West line of said 72.94 acre parcel, a distance of 285.01 feet to a point; thence N. 89 deg. 08' E., parallel to the South line of said Lot #38, a distance of 679.96 feet to a point; thence S. 00 deg. 17' E., parallel to the East line of said Lot #38, a distance of 285.01 feet to the true place of beginning and containing 4.432 acres of land as surveyed by Donald H. Mathews, Registered Surveyor, in December, 1964.

Reserving the right to lay, maintain and repair existing sewer across the property. Also, only one house of not less than (1,500) fifteen hundred square feet, excluding garage, can be build on the property. Subject to all applicable zoning ordinances and to restrictions, conditions, reservations, limitations and easements, if any, of record. The Grantee does accept this deed with the understanding that it is not on a public dedicated highway and hereby release the County, Township or any public body from any obligations of providing means of access to this property.

The Grantee does hereby agree that it will not oppose any public improvements for sewer, water or street paving for this area and will pay its proportionate share of any such improvements, also its proportionate share of maintenance of existing right-of-way.

Also known as 2150 Albertson Parkway, Cuyahoga Falls, OH 44223

35-01180

NH 0003402033IHC



0R2155-401

158267

D.R. PG. 491-493

OFFICE OF CLERK  
OF THE HOUSE OF REPRESENTATIVES

SENATE - 2 2110:07

EMP. CASE - 1-1-33

FEES 14

MAIL TO: 

DOCUMENT NUMBER

OFFICIAL RECORD  
(DO NOT REMOVE FROM RECORD  
(PAGE 1 OF RECORD))

OR2166-409  
Quitclaim Deed

KNOW ALL PERSONS BY THESE PRESENTS, That HELEN H. KIRK, Trustee, of the HELEN H. KIRK TRUST dated November 2, 1983, of 2150 Albertson Parkway, City of Cuyahoga Falls, County of Summit and State of Ohio, the Grantor, for the sum of Ten and No/ 100 Dollars (\$10.00) and other valuable consideration received to her full satisfaction of:

HELEN H. KIRK and GEORGE B. KIRK, JR., Trustees, or their successors in trust, under the HELEN H. KIRK LIVING TRUST, dated March 8, 1996, and any amendments thereto, the Grantees,

whose tax mailing address is: 2150 Albertson Parkway,  
Cuyahoga Falls, Ohio 44221

does give, grant, remise, release and quitclaim unto the said Grantees, their heirs and assigns the following described premises, situated in the City of Cuyahoga Falls, County of Summit and State of Ohio:

**PARCEL I:** Being a part of Lot #38 in what was formerly Northampton Township and bounded and described as follows, to-wit: Beginning at the southeast corner of said Lot #38; thence S. 89 deg. 08' W. along the south line of said Lot #38, a distance of 600 feet to a point; thence N. 0 deg. 17' W. parallel to the east line of said Lot #38, a distance of 414.50 feet to a point and the true place of beginning for the parcel herein described; thence S. 89 deg. 08' W. parallel to the south line of said Lot #38, a distance of 671.29 feet to a point; thence N. 1 deg. 20' 30" W. a distance of 184.495 feet to a point; thence N. 89 deg. 08' E. parallel to the south line of said Lot #38, a distance of 674.70 feet to a point; thence S. 0 deg. 17' E. parallel to the east line of said Lot #38, a distance of 184.50 feet to the true place of beginning and containing 2.850 acres of land as surveyed by Donald H. Mathews, Registered Surveyor in April, 1966.

Reserving the right to lay, maintain and repair existing sewer across the property. Also, only one house of not less than (1500) fifteen hundred square feet, excluding garage, can be built on the property. Subject to all applicable zoning ordinances and to restrictions, conditions, reservations, limitations and easements, if any, of record.

PPN.: CA-N-00374-02-021.000  
PP.: 250180

**PARCEL II:** Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio: And known as being part of Lot # 38 in what was formerly Northampton Township and further bounded and described as follows, to-wit:

Beginning at a marked stone at the Southeast corner of said Lot #38; thence S. 89 deg. 08' W. along the South line of said Lot #38, a distance of 600 feet to a point; thence N. 0 deg. 17' W. parallel to the East line of said Lot #38, a distance of 599.00 feet to a point and the true place of beginning for the parcel herein described:

Thence S. 85 deg. 08' W. parallel to the South line of said Lot #38, a distance of 674.70 feet to a point in the West line of a 72.94 acre parcel of land deeded to Donald S. Albertson by Gertrude Spielman Strayer, et al., by Warranty Deed recorded in Volume 1935, Page 733 of Summit County Records of Deeds; Thence N. 1 deg. 20' 30" W., along the West line of said 72.94 acre parcel, a distance of 285.01 feet to a point; thence E. 89 deg. 08' E., parallel to the South line of said Lot #38, a distance of 679.96 feet to a point; thence S. 00 deg. 17' E., parallel to the East line of said Lot #38, a distance of 285.01 feet to the true place of beginning and containing 4.432 acres of land as surveyed by Donald H. Mathews, Registered Surveyor, in December, 1964.

Reserving the right to lay, maintain and repair existing sewer across the property. Also, only one house of not less than (1,500) fifteen hundred square feet, excluding garage, can be built on the property. Subject to all applicable zoning ordinances and to restrictions, conditions, reservations, limitations and easements, if any, of record. The Grantee does accept this deed with the understanding that it is not on a public dedicated highway and hereby release the County, Township or any public body from any obligations of providing means of access to this property.

5-2-96 Day  
PM/34

Description Approved By  
TAX MAP DEPARTMENT

TRANSFERRED IN COMPLIANCE WITH  
SEC. 319.202 REV. CODE

By *[Signature]*  
S. P. McALPIN  
Deputy Auditor

20622

NR2166- 4.0?

The Grantee does hereby agree that it will not oppose any public improvements for sewer, water or street paving for this area and will pay its proportionate share of any such improvements, also its proportionate share of maintenance of existing right-of-way.

Said premises are also known as 2170 Albertson Parkway, Northampton Township, Ohio.

PPN.: 41-00014-01-000000  
PP.: 330179

Prior Instrument Reference: Vol. 6990, Pages 60-61 of the Deed Records of Summit County, Ohio.

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

To Have and to Hold the above granted premises with all the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantors, either in law or equity, for the use, benefit and profit of the said Grantees, their heirs, executors, administrators, successors and assigns, forever.

Witness our hands this 11th day of April, 1996.

Witnesses:

Kelly Shearer  
Jeffrey James  
Kelly Shearer  
Jeffrey James

George B. Kirk, Jr.  
George B. Kirk, Jr.

Elen H. Kirk  
Elen H. Kirk

State of Ohio )  
County of Summit ) ss.

Before me a Notary Public in and for said County and State, personally appeared the above-named, George B. Kirk, Jr. and Elen H. Kirk, husband and wife, Grantors, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio this 11th day of April, 1996.

Jeffrey James  
Notary Public

✓ This Instrument Prepared by:  
Jeffrey H. James  
Attorney at Law  
7 West Bowers Street  
Suite 507  
Akron, Ohio 44308  
(216) 535-9653

JEFFREY H. JAMES, Attorney-At-Law  
Notary Public - State of Ohio  
My Commission has no expiration date  
Sec. 147.03 R.C.

# Know all Men by these Presents

That, I, HELEN H. KIRK, a married woman,

for divers good causes and considerations thereunto moving, and especially <sup>the Grantor</sup> for the sum of One Dollar and other valuable consideration <sup>of</sup> ~~of~~ Dollars (\$ 1.00 ) received to her <sup>full satisfaction of</sup> ~~of~~

HELEN H. KIRK, Trustee, of HELEN H. KIRK TRUST dated November 2, 1983,

<sup>the Grantee</sup> have Given, Granted, Remised, Released and Forever Quit-Claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said grantee, its successors ~~and assigns~~ <sup>and assigns</sup> forever, all such right and title as <sup>she</sup> the said grantor, have or ought to have in and to the following described piece or parcel s of land, situated in the Township of Northampton County of Summit and State of Ohio:

PARCEL I: Being a part of Lot #38 in said Township and bounded and described as follows, to-wit: Beginning at the southeast corner of said Lot #38; thence S. 89° 08' W. along the south line of said Lot #38, a distance of 600 feet to a point; thence N. 0° 17' W. parallel to the east line of said Lot #38, a distance of 414.50 feet to a point and the true place of beginning for the parcel herein described; thence S. 89° 08' W. parallel to the south line of said Lot #38, a distance of 671.29 feet to a point; thence N. 1° 20' 30" W. a distance of 184.495 feet to a point; thence N. 89° 08' E. parallel to the south line of said Lot #38, a distance of 674.70 feet to a point; thence S. 0° 17' E. parallel to the east line of said

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said grantee, its successors, <sup>and assigns</sup> ~~and assigns~~, nor <sup>her</sup> heirs, nor any other persons claiming title through or under <sup>her</sup> shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred. And for valuable consideration

I, GEORGE B. KIRK, JR.

do hereby remise, release and forever quit-claim unto the said grantee, its successors <sup>and assigns</sup> ~~and assigns~~, my right and expectancy of <sup>her</sup> ~~her~~ in the above described premises.

In Witness Whereof, we have hereunto set our hands, the 2nd day of November, in the year of our Lord one thousand nine hundred and eighty-three.

Signed and acknowledged in presence of  
*[Signatures]*

*[Signature: Helen H. Kirk]*  
*[Signature: George B. Kirk, Jr.]*

TRANSFERRED IN COMPLIANCE WITH EXEMPT 318.202 REV. CODE  
COUNTY OF SUMMIT  
FEE  
170994

The State of Ohio, }  
Summit County. }

Before me, a notary public, in and for said County and State, personally appeared the above named HELEN H. KIRK and GEORGE B. KIRK, JR.

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

In Testimony Whereof, I have hereunto set my hand and official seal, at Akron, Ohio this 2nd day of November, A. D. 1983.

This instrument prepared by

Rex E. Sager, Attorney

*[Signature: Rex E. Sager]*  
Notary Public

410-NH-0034-02-039.000  
35-01180

to the east line of said Lot #38, a distance of 184.50 feet to the true place of beginning and containing 2.850 acres of land as surveyed by Donald H. Mathews, Registered Surveyor in April, 1966.

Reserving the right to lay, maintain and repair existing sewer across the property. Also, only one house of not less than (1500) fifteen hundred square feet, excluding garage, can be built on the property. Subject to all applicable zoning ordinances and to restrictions, conditions, reservations, limitations and easements, if any, of record.

**PARCEL II:** Situated in the Township of Northampton, County of Summit and State of Ohio: And known as being part of Lot #38 in said Township and further bounded and described as follows, to-wit: Beginning at a marked stone at the Southeast corner of said Lot #38; thence S. 89° 08' W. along the South line of said Lot #38, a distance of 600 feet to a point; thence N. 0° 17' W. parallel to the East line of said Lot #38, a distance of 599.00 feet to a point and the true place of beginning for the parcel herein described:

Thence S. 89° 08' W. parallel to the South line of said Lot #38, a distance of 674.70 feet to a point in the West line of a 72.94 acre parcel of land deeded to Donald S. Albertson by Gertrude Spielman Strayer et al by Warranty Deed recorded in Volume 1935, Page 253 of Summit County Records of Deeds; thence N. 1° 20' 30" W., along the West line of said 72.94 acre parcel, a distance of 285.01 feet to a point; thence N. 89° 08' E., parallel to the South line of said Lot #38, a distance of 679.96 feet to a point; thence S. 00° 17' E., parallel to the East line of said Lot #38, a distance of 285.01 feet to the true place of beginning and containing 4.432 acres of land as surveyed by Donald H. Mathews, Registered Surveyor, in December, 1964.

Reserving the right to lay, maintain and repair existing sewer across the property. Also, only one house of not less than (1,500) fifteen hundred square feet, excluding garage, can be built on the property. Subject to all applicable zoning ordinances and to restrictions, conditions, reservations, limitations and easements, if any, of record. The Grantee does accept this deed with the understanding that it is not on a public dedicated highway and hereby release the County, Township or any public body from any obligation of providing means of access to this property.

The Grantee does hereby agree that it will not oppose any public improvements for sewer, water or street paving for this area and will pay its proportionate share of any such improvements, also its proportionate share of maintenance of existing right-of-way.

Said premises are also known as 2170 Albertson Parkway, Northampton Township, Ohio.

410-NH-0034-02-088,000  
35-01179

NORTHAMPTON  
34 11-1-84

Description approved  
By Tax Map Dept.

184360

**Quit Claim Deed**

HELEN H. KIRK, a married woman,

TO

HELEN H. KIRK, Trustee of  
HELEN H. KIRK TRUST dated  
November 2, 1983.

RECEIVED FOR TRANSFER NOV 1 1984  
TRANSFERRED NOV 1 84  
T. DAVIS  
COUNTY RECORDER  
NORTHAMPTON  
State of Ohio

County of SUMMIT ss

Received for Record on the

day of NOV 1 1984 19

at 12:00 clock P.M.

and Recorded NOV 20 1984 19

Deed Book 6890 Page 61

Recorders Fee \$ 10.00

WARRANTY DEED—No. 68

FAC #29895  
FALLS LAW PRINT COMPANY,  
CUYAHOGA FALLS, O.

692010

# Know all Men by these Presents

**That** WE, CARL J. MADER and JESSIE L. MADER, husband and wife

*the Grantors,*

who claim title by or through instrument, recorded in Volume Page County

Recorder's Office, for the consideration of One Dollar and other valuable consideration Dollars (\$ 1.00 )

received to our full satisfaction of

HELEN H. KIRK

*the Grantee,*

whose TAX MAILING ADDRESS will be 2150 Albertson Parkway, Cuyahoga Falls, Ohio do

Grant, unto the said Grantee, her heirs and assigns, the following described premises, situated in the Township of Northampton County of Summit and State of Ohio:

NHPZ.  
34

And known as being part of Lot #38 in said Township and further bounded and described as follows, to wit: Beginning at a marked stone at the Southeast corner of said Lot #38; thence S. 89° 08' W. along the South line of said Lot #38, a distance of 600.00 feet to a point; thence N. 0° 17' W. parallel to the East line of said Lot #38, a distance of 599.00 feet to a point and the true place of beginning for the Parcel herein described; Thence S. 89° .08' W. parallel to the South line of said Lot #38, a distance of 674.70 feet to a point in the West line of a 72.94 acre parcel of land deeded to Donald S. Albertson by Gertrude Spielman Strayer et al by Warranty Deed recorded in Volume 1935, Page 233 of Summit County Records of Deeds; thence N. 1° 20' 30" W., along the West line of said 72.94 acre parcel, a distance of 285.01 feet to a point; thence N. 89° 08' E., parallel to the South line of said Lot #38, a distance of 679.96 feet to a point; thence S. 00° 17' E., parallel to the East line of said Lot #38, a distance of 285.01 feet to the true place of beginning and containing 4.432 acres of land as surveyed by Donald H. Mathews, Registered Surveyor, in December 1964.

Reserving the right to lay, maintain and repair existing sewer across the property. Also, only one house of not less than (1,500) fifteen hundred square feet, excluding garage, can be built on the property. Subject to all applicable zoning ordinances and to restrictions, conditions, reservations, limitations and easements, if any, of record. We, the Grantees do, accept this deed with the understanding that we are not on a public dedicated highway and hereby release the County, Township or any public body from any obligation of providing means of access to this property.

We hereby agree that we will not oppose any public improvements for sewer, water or street paving for this area and will pay our proportionate share of any such improvements, also our proportionate share of maintenance of existing right-of-way.

Said premises are also known as 2170 Albertson Parkway, Northampton Township, Ohio 43822

1-9881

TRANSFERRED IN COMPLIANCE WITH  
C.O. 2102313  
24,500.00 24,500.00  
C.L. MADER BY [Signature]

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, her heirs and assigns forever.

And we, Carl J. Mader and Jessie L. Mader, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, her heirs and assigns, that at and until the enrolling of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever, except taxes and assessments which are to be prorated to the date of closing, after which Grantee assumes and agrees to pay

and that we will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, her heirs and assigns, against all lawful claims and demands whatsoever, except as stated above.

And for valuable consideration we, Carl J. Mader and Jessie L. Mader do hereby remise, release and forever quit-claim unto the said Grantee, her heirs and assigns, all our right and expectancy of Banner in the above described premises.

In Witness Whereof we have hereunto set our hand, the 31st day of May, in the year of our Lord one thousand nine hundred and seventy-three.

Signed and acknowledged in presence of

David L. Sanders

Carl J. Mader  
Carl J. Mader

Betty J. Cross

Jessie L. Mader  
Jessie L. Mader

State of Ohio

Summit County, ss

Before me, a notary public, in and for said County, personally appeared the above named CARL J. MADER and JESSIE L. MADER, husband and wife

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

In Testimony Whereof, I have hereunto set my hand and official seal, at Cuyahoga Falls, Ohio, this 31st day of May, A. D. 19 73.

This instrument prepared by  
David L. Sanders  
Attorney at Law

DAVID L. SANDERS, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration date.

David L. Sanders  
Notary Public

N/AMPTN  
39 6-8-73

692010  
MADDER

CARL J. MADER and  
JESSIE L. MADER

TO

HELEN H. KIRKLAND  
RECORDED  
JUN 8 1973

Section 147.03 B.C.  
RECORDED FOR MADER  
TRANSFERRED  
JUN 8 1973  
C. L. BOWEN-PROFORS  
COUNTY AUDITOR

State of Ohio

County of Summit  
Received for Record on the  
day of JUN 8 1973  
at 2:27 o'clock P. M.  
and Recorded JUN 22 1973  
Book 5423  
Page 10  
COUNTY RECORDER  
Recorder's Fee \$ 3.00

1111-T

299057AC

# Kristen M. Scalise CPA, CFE

Fiscal Officer, County of Summit

Note: This is a live file and is subject to constant change.  
IAS4 - INTEGRATED ASSESSMENT SYSTEM REVIEW DOCUMENT  
Summit County Auditor Division, OH - Tax Year 2022

Reference Year  
MAR 07, 2023  
09:57 AM

Print

## BASIC INFORMATION FOR PARCEL 3501180

PARCEL 3501180  
ALT\_ID NH0003402033IHC  
OWNER KIRK GEORGE B JR TRUSTEE  
OWNER  
ADDR. 2150 ALBERTSON PKWY , CUYAHOGA FALLS 44223-  
DESC. LOT 38 W OF ALBERTSON PKWY  
DESC.  
DISTRICT 35 CUYAHOGA FALLS CITY-WOODRIDGE LSD  
INTER-COUNTY77-0300

NO CARDS: 1  
--LISTER--  
860 01-JAN-20  
VAC/ABAND:  
RENTAL REG: N/A  
SPEC FLAG:  
LUC: 510 NBR: 30300010  
R - SINGLE FAMILY DWELLING, PLATTED  
HOMESTEAD: No  
Owner Occupancy Credit: Yes

## LAND FOR PARCEL 3501180

CODE	ACRES	CLASS	EXMP	UNIT	INCR/DECR	INFLUENCE	INFLU%	VALUE
D1	1		32500	32500	16250/16250			32500
09	6.28		0	6500	6500/6500			40820

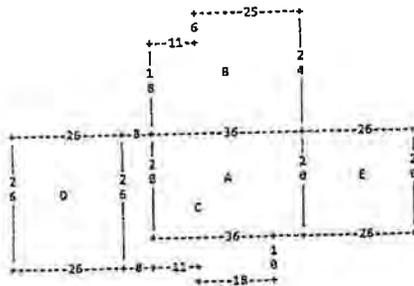
AGRE CODE: 01 = HOUSE LOT 09 = BALANCE OF LAND

## RESIDENTIAL CARD 1 OF 1 FOR PARCEL 3501180

STYHT	1.5	HT/AC	CENTRAL AIR CONDITION					
CONST	BRICK	FUEL	GAS					
MSRY TRIM		SYSTEM	FORCED AIR					
TYPE	CAPE COD	ATTIC	NO					
YR BUILT	1968	FINBSMT						
EFF YR		REC RM	360					
YRREMDLD		FRP PREFB						
TOT RM	9	FRPL OP/ST	1 1					
BEDRM	4	BSMT GAR						ADJ BASE 151420
FAMLYRM	1	PHYSICAL	65					ADDN MISC FEAT. 21520
FULL/BTH	3	FUNC DEP						ADDITIONS TOTAL 234400
HALF/BTH	1	FUNC RSN						SUBTOTAL 407340
TOT FIXTRS	13	ECON DEP						REPL COST 448070
BSMT	FULL	ECON RSN						LESS DEPR 291250
GFLA	720	GRADE	110					ADJ RCNLD 291250
SFLA	3394	COND (CDU)	AVERAGE			(100%)		DWELLING VAL 291250
		PCT CMPL						

DESCRIPTION: CAPE COD BRICK 1.5 STORY WITH 720 SQ FT GROUND FLOOR LIVING AREA AND 3394 TOTAL SQ FT LIVING AREA, BUILT ABOUT 1968. IT HAS 9 TOTAL ROOMS WITH 1 FAMILY ROOM, 4 BEDROOMS, 3 FULL BATHROOMS, 1 HALF BATHROOM, A FULL BASEMENT, HEATING IS CENTRAL AIR CONDITION, 1 FIREPLACE AND THE OVERALL CONDITION IS AVERAGE. THE "ADDN MISC FEATURES" VALUE WAS DERIVED FROM THE HT/AC (2620), THE PLUMBING (12000), THE REC ROOM (2900), AND THE FIREPLACE (4000).

### Sketch



ADDITION CODES:			
LN	LW	1S 2N 3R AREA	%COMP VALUE
B	20	798	77320
C	20	476	46120
D	23	676	21680
E	20 20	520	89280

### ADDITIONS:

- LINE B FIRST FLOOR MASONRY LIVING AREA
- LINE C FIRST FLOOR MASONRY LIVING AREA
- LINE D FIRST FLOOR MASONRY/BRICK GARAGE
- LINE E FIRST FLOOR MASONRY LIVING AREA WITH SECOND FLOOR MASONRY LIVING AREA

### SECONDARY:

CODE	YR BLT	SQ FT	MODS	CD	%GOOD	%COMP	FUN UNIT	FUN/ RS	ECO/ RS	RCNLD
AB2	1972	2560		A	34		1			10170
PR1	1972	640		A	34		1			3660
PR1	1972	2176		A	34		1			12370

AB2 = FLAT BARN

PR1 = SCREENED PORCH  
PR1 = SCREENED PORCH

**SUMMARY ALL CARDS FOR PARCEL 3501180**

LAND:73320  
ASSESSED LAND:25660

BUILDING: 317450  
ASSESSED BLDG: 111110

TOTAL: 390770  
ASSESSED TOTAL: 136770

**SALES INFORMATION FOR PARCEL 3501180**

DATE	DOC#	GRANTOR	AMT SALE	DESC	PARCELS
09-FEB-23	1796	KIRK GEORGE B JR TRUSTEE			1
31-DEC-20	20615	KIRK HELEN H TRUSTEE			1
02-MAY-96		KIRK HELEN H	0		2

**NOTES**

AA14

CA12  
SEE 3506326 FOR O/G  
2012 CB/W 3501179 / SAV-\$12740

2012 CB/W 3501179

**2022 SUMMARY INFORMATION FOR PARCEL 3501180**

MAILING ADDRESS	LUC	510
KIRK GEORGE B JR TRUSTEE	CLASS	R
2150 ALBERTSON PKWY	Owner Occupancy Credit	Y
CUYAHOGA FALLS, OH 44223	HMSTD	N
APPRAISED VALUE 390,770	CAUV	N
TAXABLE VALUE 136,770	FOREST	N
BANK CODE	STUB	35153796
TREAS CODE	CERT YEAR	N
CUR YR REFUND	DELQ CONTRACT	N
PR1 YR REFUND	BANKRUPTCY	N
MONEY IN ESCROW	FORECLOSURE	N
MONEY IN PRETAX		

**Beginning Tax Duplicate**

Where Do My Tax Dollars Go? Voter Approved Levy Tax

	First Half Charges	Second Half Charges
Realestate	4514.00	4514.00
Special Assessment	0.00	0.00
<b>Total</b>	<b>4514.00</b>	<b>4514.00</b>
Due Date	FEB 24, 2023	

**Total Tax Amount Due Reflects Payment & Adjustment To Date**

	DELQ	1st HALF	2nd HALF
TOTAL REAL ESTATE AND SPECIAL CHARGES	0.00	4514.00	4514.00
P & I & ADJ	0.00	0.00	0.00
PAYMENTS	0.00	-4514.00	0.00
AMOUNT DUE	0.00	0.00	4514.00
		<b>YEARLY AMOUNT DUE:</b>	<b>4514.00</b>

**2022 TAX BILL DETAILS FOR PARCEL 3501180**

DATE	PROJ. SETTLE #	ACTION /CODE	1st HALF	2nd HALF
05-JAN-23		DUP/ORG	6349.56	6349.56
05-JAN-23		DUP/RED	-1329.99	-1329.99
05-JAN-23		DUP/ADJ	5019.57	5019.57
05-JAN-23		DUP/RLB	-418.83	-418.83
05-JAN-23		DUP/HRB	-86.74	-86.74
02-FEB-23		PAY/CHG	-4514.00	0.00
<b>DELQ REAL ESTATE &amp; ASSESSMENT TAX:</b>			0.00	
<b>ADJUSTMENT:</b>			0.00	
<b>DECEMBER INTEREST:</b>			0.00	
<b>AUGUST INTEREST:</b>			0.00	
<b>TOTAL</b>			<b>0.00</b>	
<b>REAL ESTATE CHARGES:</b>			4514.00	4514.00
<b>SPECIAL ASSESSMENT CHARGES:</b>			0.00	0.00
<b>ADJUSTMENT:</b>			0.00	0.00
<b>TOTAL CHARGES:</b>			<b>4514.00</b>	<b>4514.00</b>
<b>PAYMENTS: DATE</b>				
02-FEB-23				
<b>TYPE</b>				
NML			-4514.00	

TOTAL PAYMENTS:	-4514.00	0.00
FH/SH AMOUNT DUE:	0.00	4514.00

SPECIAL ASSESSMENT:

PROJECT NAME

END

1st HALF

2nd HALF

*Click the Following Links to Navigate the Tax Years*

- [2023](#)
- [2021](#)
- [2020](#)
- [2019](#)
- [2018](#)
- [2017](#)
- [2016](#)
- [2015](#)
- [2014](#)
- [2013](#)
- [2012](#)
- [2011](#)
- [2010](#)
- [2009](#)
- [2008](#)

31517

12685

IN CONSIDERATION of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, Donald S. Albertson and Louise H. Albertson Husband and Wife

grants to THE EAST OHIO GAS COMPANY, its successors and assigns, the right to lay pipe lines across the following described lands:

Situated in the Township of Northampton, Lot 36, County of Summit State of Ohio, and more specifically described as follows:

Beginning at a point in the south line of said Lot 38, 550.00 feet, N. 85° 47' W., from the southeast corner of said lot 38; thence S. 70° 59' E., 378.61 feet to a point in the center line of the Old Portage-Cuyahoga Falls Road; thence S. 61° 39' W., on the center line of said Old Portage-Cuyahoga Falls Road, 51.21 feet to a point; thence N. 70° 59' W., 901.13 feet to a point in the south line of said Lot 38; thence N. 0° 17' W., parallel to the east line of said Lot 38, 881.00 feet to a point; thence N. 89° 08' E., parallel to the south line of said Lot 38, 50.00 feet to a point; thence S. 0° 17' E., parallel to the east line of said lot 38, 881.00 feet to the place of beginning.

also the right to lay service pipes to consumers from said pipe lines, together with the right at any time to operate, maintain, repair, re-locate and remove pipe lines laid hereunder.

WITNESS the signatures of the grantors this 26th day of

August 1955.

WITNESSES:

(1) [Signature] Donald S. Albertson (Seal)
(2) [Signature] Louise H. Albertson (Seal)
(Seal)
(Seal)

STATE OF OHIO } ss.
COUNTY OF Summit

On this 26th day of August

1955, before me, the subscriber, a Notary

Public in and for said County and State personally appeared Donald S. Albertson and Louise H. Albertson and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

[Signature] Notary Public

THIS INSTRUMENT FILED BY THE EAST OHIO GAS CO.

Received Jan. 19, 1956 at 9:43 A.M.

For Recorded Jan. 20, 1956

Recorder's fee \$ .70

Frank W. Kroeger Recorder

VOL 3303 PAGE 43

# 416701 Know all Men by these Presents

That 1, Donald S. Albertson, a married man  
for the consideration of One Dollar and other valuable considerations  
Dollars (\$ 1.00 ) received to my full satisfaction of

Carl J. Mader and Jessie L. Mader

do  
the Grantor  
the Grantee(s), do  
Give, Grant, Warrant, Sell and Convey unto the said Grantee(s) their  
heirs and assigns, the following described premises, situated in the Township  
Northampton, County of Summit, and State of Ohio:

and known as being part of Lot #38 in said Township and further bounded and described as follows, to-wit: Beginning at a marked stone at the Southeast corner of said Lot #38; thence S. 89 deg. 08 min. W. along the South line of said Lot #38, a distance of 500.00 feet to a point; thence N. 0 deg. 17 min. W. parallel to the East line of said Lot #38, a distance of 599.00 feet to a point and the true place of beginning for the Parcel herein described:

Thence S. 89 deg. 08 min. W. parallel to the South line of said Lot #38, a distance of 674.70 feet to a point in the West line of a 72.94 Acre Parcel of land deeded to Donald S. Albertson by Gertrude Spielman Strayer et al by Warranty Deed recorded in Volume 1935, Page 233 of Summit County Records of Deeds; thence N. 1 deg. 20 min. 30 sec. W., along the West line of said 72.94 Acre Parcel, a distance of 285.01 feet to a point; thence N. 89 deg. 08 min. E. parallel to the South line of said Lot #38, a distance of 679.96 feet to a point; thence S. 00 deg. 17 min. E. parallel to the East line of said Lot #38, a distance of 285.01 feet to the true place of beginning and containing 4.432 Acres of land as surveyed by Donald H. Mathews, Registered Surveyor, in December 1964.

Granting unto the Grantees, herein, the right to use a proposed road (50 feet wide) over the following described land: Beginning at a point in the South line of said Lot #38 - 550.00 feet, N. 83 deg. 47 min. W. from the southeast corner of said Lot #38; thence S. 7 deg. 59 min. E. - 878.61 feet to a point in the center line of the Old Portage-Cuyahoga Falls Road; thence S. 64 deg. 38 min W. on the center line of said Old Portage-Cuyahoga Falls Road - 51.21 feet to a point; thence N. 7 deg. 39 min. W. - 904.48 feet to a point in the South line of said Lot #38; thence N. 0 deg. 17 min. W. parallel to the East line of said Lot #38, - 881.00 feet to a point; thence N. 89 deg. 08 min. E. parallel to the South line of said Lot #38 - 50.00 feet to a point; thence S. 0 deg. 17 min. E. parallel to the East line of said Lot #38 - 881.00 feet to the place of beginning.

Reserving the right to lay, maintain and repair existing sewer across the property. Also, only one house of not less than (1,500) fifteen hundred square feet, excluding garage, can be built on the property. Subject to all applicable zoning ordinances and to restrictions, conditions, reservations, licitations and easements, if any, of record. We, the Grantees do, accept this deed with the understanding that we are not on a public dedicated highway and hereby release the County, Township or any public body from any obligation of providing means of access to this property.

We hereby agree that we will not oppose any public improvements for sewer, water or street paving for this area and will pay our proportionate share of any such improvements, also our proportionate share of maintenance of existing right-of-way.



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 Grantees, their heirs and assigns forever.

And I, Donald S. Albertson the said Grantor I, do for myself and my administrators, covenant with the said Grantee s. their heirs, executors and administrators, that as and until the enacting of these presents, I am well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except all taxes and assessments due and payable when deed is recorded.

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

And for valuable consideration, I, Louise H. Albertson, wife of-said Donald S. Albertson do hereby remise, release and forever quit-claim unto the said Grantee s. their heirs and assigns, all my right and expectancy of Dower in the above described premises.

In Witness Whereof we have hereunto set our hand s., the 2nd day of December in the year of our Lord one thousand nine hundred and Sixty-Five.

Signed and acknowledged in presence of  
*[Signature]*  
*[Signature]*

*Donald S. Albertson*  
*Louise H. Albertson*

State of Ohio  
Summit County, ss

Before me, a notary public, in and for said County, personally appeared the above named Donald S. Albertson and Louise H. Albertson

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 Cuyahoga Falls, O. this 2nd day of December A. D. 19 65

This instrument prepared by Donald S. Albertson

*[Signature]*  
Notary Public  
My comm. expires *[Date]*

57

Page 3 of 3 sheets

STATE OF OHIO )  
SUMMIT COUNTY ss)

AFFIDAVIT

The affiants herein, Donald S. Albertson and Louise H. Albertson, residing at 2100 Albertson Parkway, Cuyahoga Falls, Ohio, say the following:

That the easement granted in a deed from Donald S. Albertson, to Carl J. Mader and Jessie L. Mader, was originally granted to Ralph Ebner and Dorothy Ebner, recorded in Volume 3255 and Page 639 dated 7-28-55.

Since this 50 foot right-of-way was created at that time and the deed to Carl J. Mader and Jessie L. Mader is the same 50-foot right-of-way, and under the authority of the Ohio State Code 711.121 REQUEST AND DIRECT THE SUMMIT COUNTY AUDITOR AND RECORDER AND ANY OTHERS WHOM IT MAY CONCERN to accept for transfer and record the attached deed.

Thus sayeth the Affiants

[Signature]  
[Signature]

Donald S. Albertson  
Louise H. Albertson

STATE OF OHIO )  
SUMMIT COUNTY ) ss) Before me, a Notary Public, in and for said County and State, personally appeared the above named Donald S. Albertson and Louise H. Albertson, 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 Cuyahoga Falls, Ohio this 2nd day of December 21 A.D. 1965.

This instrument prepared by Donald S. Albertson.

Transferred, Dec. 3, 1965  
Received, Dec. 3, 1965 at 12:30 P.M.  
Recorded, Dec. 8, 1965  
Recorder's fee \$ 3.50 Roy B. Ruff Recorder

WARRANTY NO. 042A  
481363

# Know all Men by these Presents

That I, Donald S. Albertson, a married man  
for the consideration of One Dollar and other valuable considerations  
/ Dollars (\$ 1.00 ) received to my full satisfaction of  
Helen H. Kirk

do hereby Grant, Bargain, Sell and Convey unto the said Grantee, her  
heirs and assigns, the following described premises, situated in the Township  
County of Summit and State of Ohio:  
Northampton

and known as being a part of Lot #38 in said Township and bounded  
and described as follows, to-wit: Beginning at the southeast corner  
of said lot #38; thence S. 89° 08' W. along the south line of said  
lot #38, a distance of 600 feet to a point; thence N. 0° 17' W.  
parallel to the east line of said lot #38, a distance of 414.50 feet  
to a point and the true place of beginning for the parcel herein de-  
scribed; thence S. 89° 08' W. parallel to the south line of said  
lot #38, a distance of 671.29 feet to a point; thence N. 1° 20' 30" W.  
a distance of 184.495 feet to a point; thence N. 89° 08' E. parallel  
to the south line of said lot #38, a distance of 674.70 feet to a  
point; thence S. 0° 17' E. parallel to the east line of said lot #38,  
a distance of 184.50 feet to the true place of beginning and contain-  
ing 2.850 acres of land as surveyed by Donald H. Mathews, Registered  
Surveyor in April 1966.

Reserving the right to lay, maintain and repair existing sewer across  
the property. Also, only one house of not less than (1500) fifteen  
hundred square feet, excluding garage, can be built on the property.  
Subject to all applicable zoning ordinances and to restrictions, con-  
ditions, reservations, limitations and easements, if any, of record.

APPROVED BY COUNTY PLANNING  
COMMISSION  
James D. Robinson 7-19-67  
CLERK OF THE  
COUNTY OF OHIO

Mr. Mathews  
24

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, her heirs and assigns forever.

And I, Donald S. Albertson, do for myself and my heirs, executors and administrators, covenant with the said Grantee, her heirs and assigns, that at and until the encasing of these presents, I am well-versed of the above described premises, as a good and indefeasible estate in FFE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except all taxes and assessments due and payable after date, said taxes and assessments having been pro rated as of the date of closing this transaction and abatement made in purchase price accordingly.

and that I will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, her heirs and assigns, against all lawful claims and demands whatsoever, except as above stated.

And for valuable consideration I, Louise H. Albertson, wife of said Donald S. Albertson

do hereby remise, release and forever quit-claim unto the said Grantee, her 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 7th day of August, in the year of our Lord one thousand nine hundred and sixty seven.

Signed and acknowledged in presence of

Signature surface, Louise H. Albertson, Donald S. Albertson

State of Ohio } Before me, a notary public, in and for said County, personally SUMMIT County, ss } appeared the above named Donald S. Albertson and Louise H. Albertson

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 Cuyahoga Falls, O. this 7th day of August, A. D. 1967.

This instrument prepared by Donald S. Albertson

Signature surface, Notary Public, My comm. expires 6-30-1972

Vertical handwritten notes on the left margin, including 'L. 37-67' and '37'.

Notary Public stamp for Donald S. Albertson, State of Ohio, Summit County. Includes recording date (SEP 14 1967), time (3:18), and fee (\$2.00). Features a 'TRANSFERRED' stamp and a 'RECORDED' stamp.

**DESCRIPTION**

GAINING AT THE SOUTHEAST CORNER OF LOT N 38 IN RICHAMPTON TWP, THENCE S-69°-00'-W, ALONG THE SOUTH LINE OF SAID LOT N 38, A DISTANCE OF 573.00 A POINT, THENCE S-130°-04'-E A DISTANCE OF 891.55 A POINT IN THE CENTER LINE OF PORTAGE TRAIL; H N 431 AND THE TRUE PLACE OF BEINGING FOR THE CENTER LINE HEREIN DESCRIBED; INTER LINE N-190°-04'-W A DISTANCE OF 891.56 TO AN ANGLE POINT, THENCE N-09°-17'-W A DISTANCE OF 885.00 TO THE END OF CENTER LINE CONTAINING 2.08 ACRES

HEREBY CERTIFY THIS PLAT TO BE CORRECT

1957 9 A D 19 57

DONALD H MATHEWS REG SURVEYOR N 3835

BEFORE ME, A NOTARY PUBLIC IN AND FOR SUMMIT COUNTY, OHIO, SAID COUNTY AND STATE PERSONALLY APPEARED THE ABOVE NAMED DONALD H MATHEWS WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS HIS FREE ACT AND DEED

IN TESTIMONY WHEREOF I HAVE HERETO SET MY HAND AND OFFICIAL SEAL AT Desoto OHIO, THIS 19 DAY OF July 19 57

NOTARY PUBLIC Jules Swadlow

MY COMMISSION EXPIRES July 17 19 72

APPROVED BY THE TRUSTEES OF Summit TOWNSHIP THIS 1 DAY OF August 19 57

THE WITHIN DEDICATION FOR PUBLIC USE OF THE LAND SHOWN HEREON IS HEREBY APPROVED AND ACCEPTED BY RESOLUTION N 887-42 ADOPTED August 8 19 57

BOARD OF COMMISSIONERS OF SUMMIT COUNTY, OHIO

ATTEST John P. ... CLERK

THIS DEDICATION PLAT IS HEREWITH APPROVED

Bill Weaver 8-4-57  
EXEC SEC TY - ENGR  
COUNTY PLANNING COMMISSION  
Thurgood M. Dewey Chairman

**DEDICATION**

REVISED CODE SEC 8533 31

IN CONSIDERATION OF THE MUTUAL BENEFITS TO BE DERIVED THEREFROM WE, THE UNDERSIGNED PROPERTY OWNERS AND LIEN-HOLDERS OF THE LANDS SHOWN HEREON, LOCATED IN O L 38 & O L 39, NORTHAMPTON TOWNSHIP, SUMMIT COUNTY, OHIO, DO HEREBY CONVEY UNTO THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, OHIO, AND THEIR SUCCESSORS FOR HIGHWAY PURPOSES THAT PORTION OF LAND OWNED BY US OR UPON WHICH WE HAVE A LIEN INCLUDED IN ALBERTSON PARKWAY AND SHOW ON THIS DEDICATION PLAT, AND WE DO WAIVE ALL OUR CLAIMS FOR COMPENSATION FOR LANDS AND PROPERTY HEREBY CONVEYED OR DAMAGES SUSTAINED ON ACCOUNT THEREOF AND DO FURTHER WAIVE ALL OUR RIGHTS TO HEARING AND NOTICE THEREOF, AS PROVIDED BY SECTION 8533 31 OF THE REVISED CODE

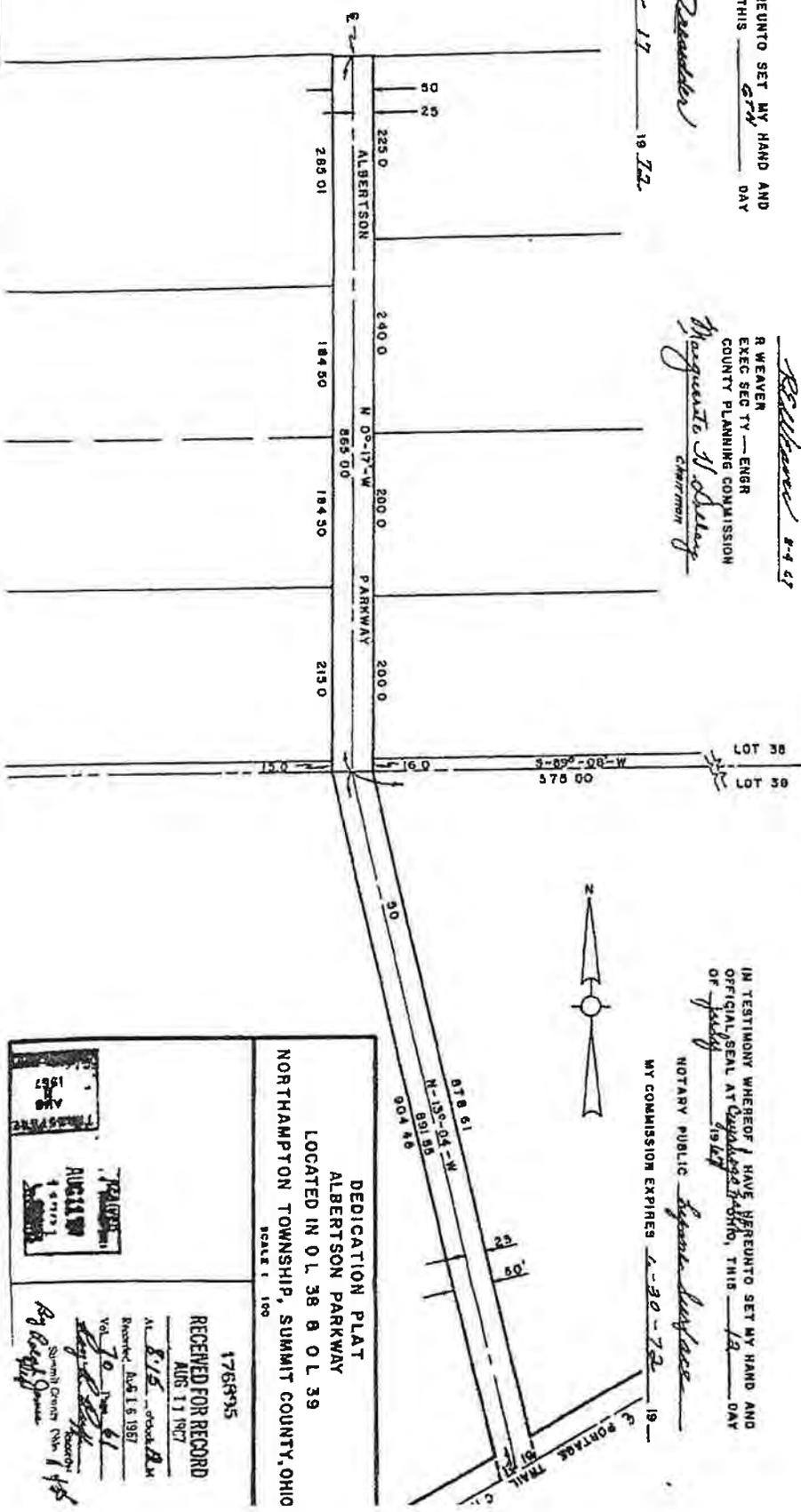
WITNESSES  
1 E. ...  
Donna H. ...  
Donna H. Albertson  
LOUISE H ALBERTSON

STATE OF OHIO } 63 BEFORE ME, A NOTARY PUBLIC IN AND FOR SUMMIT COUNTY, OHIO, SAID COUNTY AND STATE PERSONALLY APPEARED THE ABOVE NAMED OWNERS WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR FREE ACT AND DEED

IN TESTIMONY WHEREOF I HAVE HERETO SET MY HAND AND OFFICIAL SEAL AT Desoto OHIO, THIS 19 DAY OF August 19 57

NOTARY PUBLIC John Swadlow

MY COMMISSION EXPIRES 1-30-72 19 57



DEDICATION PLAT  
ALBERTSON PARKWAY  
LOCATED IN O L 38 & O L 39  
NORTHAMPTON TOWNSHIP, SUMMIT COUNTY, OHIO  
SCALE: 1" = 100'

1768735  
RECEIVED FOR RECORD  
AUG 11 1957  
At 8:15 - Donna H.  
Recorder, Ad. L. S. 1957  
Vol. 70 Page 61  
John Swadlow  
Notary Public  
Summit County, Ohio

141026

VOL 6847 PAGE 638

RIGHT-OF-WAY  
AGREEMENT

THIS AGREEMENT, made and entered into as of the 27th day of November, 1983, by and among CLEVETRUST REALTY INVESTORS, a Massachusetts business trust having an address at 1020 Ohio Savings Plaza, Cleveland, Ohio 44115 ("CleveTrust") and those persons listed on Annex A attached hereto and made a part hereof, being all owners of residential real estate located along Albertson Parkway in the Township of Northampton, County of Summit and State of Ohio, having a collective address in care of Rex E. Sager, Esq., Sager, Koch & Regal, Quaker Square, Suite 405, Akron, Ohio 44308 (the "Albertson Owners");

W I T N E S S E T H:

WHEREAS, the Albertson Owners own separate parcels of residential real estate, separately described or otherwise identified on Annex B attached hereto and made a part hereof, fronting on Albertson Parkway (the "Parkway"), running northerly from Portage Trail, with its northern most terminus abutting a tract of real estate, described on Annex C attached hereto and made a part hereof, located in the City of Akron and owned by CleveTrust in the name, James M. Carney, as Trustee of and on behalf of the other Trustees of CleveTrust (the "CleveTrust Tract");

19751

TRANSFER NOT NECESSARY	
SEC. 213 REV. CODE COMPLIES WITH	
EXEMPT	
TIM DAVIS	BY <u>[Signature]</u>
<small>City Auditor</small>	<small>Date</small>

WHEREAS, the Albertson Owners filed a petition with the Northhampton Township Board of Trustees to vacate the Parkway (the "Petition"), which was approved by said Trustees on or about January 26, 1983, and forwarded to the Clerk of Council of Summit County for action thereon according to law;

WHEREAS, CleveTrust objected to the proposed vacation of the Parkway to preserve the possible right-of-way to and from the CleveTrust Tract and Portage Trail and other public rights-of-way; and

WHEREAS, the Albertson Owners are willing to withdraw their Petition and permit the Parkway to continue to exist as a public right-of-way on certain terms and conditions:

NOW, THEREFORE, CleveTrust and the Albertson Owners hereby agree as follows:

1. Termination of Vacation Proceedings. The Albertson Owners shall promptly withdraw and rescind the Petition and shall otherwise terminate any and all activities directed toward the vacation of the Parkway. Each party shall bear its own costs and expenses, if any, in connection with the Petition. So long as CleveTrust fulfills its duties and covenants hereinafter set forth, the Albertson Owners shall not reinstitute any proceedings to vacate the Parkway or take any other action which would deprive CleveTrust of rights thereto as

a public right-of-way or which would otherwise impede access to and from the CleveTrust Tract over the Parkway.

2. Extension and Use of the Parkway; Termination.

CleveTrust agrees that any extension of the Parkway onto the CleveTrust Tract whether as a public or private right-of-way, shall serve no more than 28 single-family residential dwelling units, each being at least 1-1/2 acres in size. CleveTrust further agrees to limit vehicular and pedestrian traffic to and from the CleveTrust Tract over the Parkway to that reasonably necessary for such residential use, including, but not limited to the construction of residential improvements on the CleveTrust Tract. Any damage to the Parkway caused by construction vehicles shall be restored at the sole cost and expense of CleveTrust. CleveTrust further agrees not to use the Parkway for tank trucks, service vehicles or other equipment involved in oil and gas activities, if any, such as exploration, drilling and pumping, on the CleveTrust Tract. The Albertson Owners acknowledge that there shall be no limitation hereunder on any development of the CleveTrust Tract which does not depend on the Parkway or any extension thereof for access, by pedestrian or vehicular traffic or otherwise. At such time as the CleveTrust Tract is developed and CleveTrust determines that access, by pedestrian or vehicular traffic or otherwise, over the Parkway or any extension thereof, is no longer required, CleveTrust and the Albertson Owners shall terminate this Agreement, whereupon

neither nor any of them shall have any further right or obligation hereunder, except that CleveTrust shall thereafter be prohibited from objecting to any subsequent petition or other action to vacate the Parkway.

3. Maintenance of Fence. CleveTrust agrees to maintain the existing fence and gate along its property line at the present terminus of the Parkway and to post the CleveTrust Tract at said fence and gate against hunting, trespass and other unauthorized access thereto. If unauthorized access to the CleveTrust Tract over the Parkway becomes excessive, in the reasonable collective judgment of the Albertson Owners, then CleveTrust and the Albertson Owners shall negotiate in good faith to minimize and eliminate, if possible, the excessive unauthorized access by changing the location of the existing gate from the current center of the Parkway to another location. If any relocation of the gate requires access thereto over property other than that within the Parkway, such relocation shall be conditioned upon CleveTrust being provided legally binding and enforceable access, by easement or otherwise, sufficient to permit vehicular and pedestrian ingress and egress through the relocated gate to the CleveTrust Tract. CleveTrust's obligations under this Paragraph 3 shall cease and be of no further force or effect upon commencement of the construction of improvements on the CleveTrust Tract involving a connection to or extension of the Parkway. Commencement of

construction of improvements shall mean, for purpose of this Agreement, either the accepted dedication of the extension or connection as a public right-of-way or the actual construction of the single family residential dwelling units fronting on such extension or connection on the CleveTrust Tract, whichever first occurs.

4. Utilities. CleveTrust shall have the right to install water, sewer, electrical, natural gas, and other public utility lines within the right-of-way lines of the Parkway. CleveTrust shall restore the Parkway after the installation of such utility lines at no cost and expense to the Albertson Owners or to Northhampton Township. Also, any Albertson Owner so desiring, may tap into any of the aforesaid Utilities for personal use by paying only the tap-in fee, subject, however, to any prohibitions, restrictions and/or conditions to such tap-in imposed by governmental authority. In the event that Summit County assesses any installation fee to the land owners on the Parkway for said utilities, CleveTrust shall pay such assessments and hold the owner harmless therefrom.

5. Township Approvals. The Albertson Owners shall join with CleveTrust and otherwise assist CleveTrust in obtaining any permits, consents, and approvals of Northhampton Township which may be necessary or advisable in connection with the exercise by CleveTrust of the rights contemplated in this Agreement.

6. Exculpatory Clause. CleveTrust is a Massachusetts business trust governed by the terms of a First Amended and Restated Declaration of Trust, dated as of January 19, 1971, as amended. No obligation of CleveTrust is personally binding upon, nor shall resort be had to the private property of, any of the trustees, shareholders, officers, employees or agents of CleveTrust.

7. Miscellaneous. Each of the Albertson Owners hereby represents and warrants that he or she is a legal and equitable owner of real property abutting on the Parkway, that there are no other legal and equitable owners of such property except as set forth on Annex A attached hereto and made a part hereof. The duties and benefits of the respective parties to this Agreement shall be benefits and burdens, respectively, in respect of the properties identified herein, and shall be covenants running with the land, binding upon and inuring to the benefit of the parties hereto and their respective successors, heirs, personal representatives and assigns, as the case may be. An executed counterpart of this Agreement shall be filed in the appropriate public records of Summit County, Ohio, at the sole cost and expense of CleveTrust.

IN WITNESS WHEREOF, CleveTrust and each of the Albertson Owners has caused this Agreement to be duly executed

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and delivered as of the day and year first above written.

Signed in the Presence of:

[Signature]  
Karlyn Hunter

CLEVE TRUST REALTY INVESTORS

By James M. Carniford  
And by [Signature]

THE ALBERTSON OWNERS

Donald S. Albertson  
DONALD S. ALBERTSON

Louise H. Albertson  
LOUISE H. ALBERTSON

George B. Kirk, Jr.  
GEORGE B. KIRK, JR.

Helen H. Kirk  
HELEN H. KIRK

John DiLullo  
JOHN DILULLO

Isabella DiLullo  
ISABELLA DILULLO

Eugene Martyniuk  
EUGENE MARTYNIUK

Helen M. Martyniuk  
HELENA M. MARTYNIUK

Mario Caponi  
MARIO CAPONI

Luisa Caponi  
LUISA CAPONI

Jackie L. Laudermilk  
JACKIE L. LAUDERMILK

Collen Laudermilk  
COLLEN LAUDERMILK

John H. Archer  
JOHN H. ARCHER

Kay A. Archer  
KAY A. ARCHER

Lex E. Sager

Evelyn M. Sager

THE ALBERTSON OWNERS (CONT.)

Rep E. Sager  
Evelyn M. Sager  
Rep E. Sager  
Evelyn M. Sager  
Evelyn M. Sager  
Rep E. Sager  
Rep E. Sager  
Evelyn M. Sager

Earney S. Miner  
EARNEY S. MINER  
Marian E. Miner  
MARIAN E. MINER  
Sidney E. Corbin  
SIDNEY E. CORBIN  
Freda F. Corbin  
FREDA F. CORBIN  
Jose Dy  
JOSE DY  
Kay Dy  
KAY DY  
Richard R. Lutz  
RICHARD R. LUTZ  
Irma Jane Lutz  
IRMA JANE LUTZ

STATE OF OHIO )  
                  ) SS:  
COUNTY OF Cuyahoga )

Before me, a Notary Public, in and for said County and State, personally appeared the above named CleveTrust Realty Investors, a Massachusetts business trust, by JOAN KIRK, its PRESIDENT, and JAMES CARNEY, its CHAIRMAN, each of whom acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of CleveTrust Realty Investors and their free act and deed individually and in the capacities indicated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at CUYAHOGA, Ohio this 29 day of NOVEMBER, 1983.

Helen M. Koval  
NOTARY PUBLIC  
VOL 6847 PAGE 645  
HELEN M. KOVAL  
Notary Public, State of Ohio  
County of Cuyahoga  
My Comm. Expires 11-19-86

STATE OF OHIO )  
 ) SS:  
COUNTY OF Summit )

Before me, a Notary Public, in and for said County and State, personally appeared the above named Richard R. Lutz and Irma Jane Lutz, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Akron, Ohio this 4th day of November 1983.

*Rep E. Lager*  
NOTARY PUBLIC

My commission has no expiration date pursuant to O. R. C. Sec. 147.03

STATE OF OHIO )  
 ) SS:  
COUNTY OF Summit )

Before me, a Notary Public, in and for said County and State, personally appeared the above named Donald S. Albertson, Louise H. Albertson, George B. Kirk, Jr., Helen H. Kirk, John DiLullo, Isabella DiLullo, Eugene Martyniuk, Helena M. Martyniuk, Mario Caponi, Luisa Caponi, Jackie L. Laudermilk, Colleen Laudermilk, John H. Archer, Kay A. Archer, Earney S. Miner, Marian E. Miner, Sidney E. Corbin, Freda F. Corbin, Jose Dy, and Kay Dy, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at *Akron*, Ohio this *12th* day of *November*, 1983.

*Rep. E. Sager*  
NOTARY PUBLIC

My commission has no expiration date pursuant to O. R. C. Sec. 147.03

This instrument prepared by:  
Ralph A. Capriolo, Esq.  
and  
Douglas O. Cooper, Esq.

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1. Donald S. Albertson  
Louise H. Albertson
2. George B. Kirk, Jr.  
Helen H. Kirk
3. John DiLullo  
Elizabeth I. DiLullo
4. Jose Dy  
Kay Dy
5. Eugene Martyniuk  
Helena M. Martyniuk
6. Sydney E. Corbin  
Freda F. Corbin
7. Earney S. Miner  
Marian E. Miner
8. Jack L. Loudermilk  
Colleen Loudermilk
9. John H. Archer  
Kay A. Archer
10. Mario Caponi  
Luisa Caponi
11. Richard R. Lutz  
Irma Jane Lutz

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Louise H. Albertson		Deed Volume 2166	Page 277
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		Deed Volume 6190	Page 252
Donald S. Albertson		Deed Volume 1935	Page 240
	Exceptions	Deed Volume 4404	Page 106
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Richard R. Lutz & Irma Jean Lutz		Deed Volume 4404	Page 106
John DiLullo & Isabella DiLullo		Deed Volume 4913	Page 552
Helen H. Kirk & George B. Kirk, Jr.		Deed Volume 4709	Page 563
Helen H. Kirk & George B. Kirk, Jr.		Deed Volume 5423	Page 9
Jose Dy		Deed Volume 6080	Page 515
Eugene Martyniuk & Helen M. Martyniuk		Deed Volume 5563	Page 508
Sidney E. Corbin & Freda F. Corbin		Deed Volume 6010	Page 254
Earney S. Miner & Marian E. Miner		Deed Volume 6580	Page 480
Earney S. Miner & Marian E. Miner		Deed Volume 6580	Page 476
Jackie L. Loudermilk & Colleen Loudermilk		Deed Volume 4912	Page 516
Jackie L. Loudermilk & Colleen Loudermilk		Deed Volume 4983	Page 410
John H. Archer & Kay A. Archer		Deed Volume 6084	Page 632
Mario Caponi & Luisa Caponi		Deed Volume 6410	Page 429

ANNEX CCLEVETRUST TRACT

Situated in the State of Ohio, County of Summit, Township of Northampton, and City of Cuyahoga Falls, and being part of Original Lots 28, 29, and 38 and more fully described as follows:

Beginning at a stone found at the northwest corner of said Original Lot 28, said stone being the true place of beginning of the parcel herein to be described;

Thence, N. 87° 44' 02" E., along the northerly line of said Lot 28, a distance of 677.42 feet to an iron pin found at the southwest corner of the Re-Allotment of Bellridge Allotment No. 3, as recorded in Plat Book 69, Page 34 of the Summit County Records of Plats;

Thence, N. 87° 37' 37" E., continuing along said northerly Lot Line and the southerly line of said Bellridge Allotment No. 3, a distance of 211.74 feet to an iron pin found at the northwesterly corner of Bellridge Allotment No. 2, as recorded in Plat Book 47, Page 81;

Thence, S. 01° 04' 32" E., along the westerly line of said Bellridge Allotment No. 2, a distance of 1691.87 feet to a monument found;

Thence, S. 88° 55' 27" W., a distance of 497.57 feet to a monument found;

Thence, S. 00° 25' 34" E., a distance of 420.95 feet to a monument found;

Thence, S. 29° 22' 49" E., a distance of 397.97 feet to a monument found;

Thence, S. 47° 56' 10" E., a distance of 80.11 feet to a monument found on the northerly right-of-way line of Portage Trail Extension (C.H. 43) (60 feet wide);

Thence, S. 32° 26' 00" E., a distance of 30.26 feet to a point on the centerline of said Portage Trail Extension;

Thence, S. 50° 01' 30" W., along said centerline, a distance of 239.91 feet to a point;

Thence, N. 39° 36' 47" W., a distance of 276.41 feet to an iron pin found on the southerly line of said Original Lot 28;

Thence, S. 88° 42' 41" W. along said southerly lot line, a distance of 339.65 feet to a stone found at the southwesterly corner of said Original Lot 28;

Thence, N. 00° 03' 57" E., along the westerly line of said Lot 28, a distance of 881.18 feet to a point (a monument was found 0.36 feet west);

Thence, S. 89° 29' 30" W., a distance of 600.17 feet to a monument found on the westerly right-of-way line of Albertson Parkway (50 feet wide);

Thence, N. 00° 06' 31" E., a distance of 3.00 feet to a monument found;

Thence, S. 89° 29' 30" W., a distance of 679.96 feet to an iron pin set;

Thence, S. 00° 57' 26" E., a distance of 654.10 feet to an iron pin found;

Thence, S. 89° 28' 30" W., a distance of 200.00 feet to a point;

Thence, S. 00° 57' 26" E., a distance of 230.42 feet to a point;

Thence, S. 89° 28' 30" W., a distance of 216.04 feet to a point: at the southeasterly corner of Whispering Heights Condominium, No. 1, as recorded in Plat Book 82, Page 55;

Thence, N. 01° 02' 24" W. along the easterly line of said Whispering Heights Condominium No. 1, a distance of 1834.03 feet to an iron pin found;

Thence, S. 89° 22' 13" E., a distance of 418.46 feet to a stone found;

Thence, N. 00° 57' 59" W., a distance of 660.73 feet to a stone found on the northerly line of Original Lot 38;

Thence, S. 89° 25' 13" E. along the northerly line of said Lot 38, a distance of 1309.22 feet to a stone found at the northeasterly corner of Lot 38 and the true place of beginning.

Said parcel contains 108.2881 acres of land, more or less, as surveyed in January of 1982, by Gregory H. Polles, Registered Surveyor No. 6572, John David Jones & Associates, Inc., and is subject to all legal highways and easements of record.

EXCEPTING AND RESERVING THEREFROM  
THE FOLLOWING DESCRIBED PARCEL:

Situated in the State of Ohio, County of Summit, Township of Northampton and also being part of Original Lot 38 and more fully described as follows:

Beginning at the southeast corner of the Whispering Heights Condominium, No. 1 as recorded in Plat Book 82, Pages 55-72 of the Summit County Record of Plats, said point being on the south line of said Lot 38 and being the true place of beginning of the parcel herein to be described;

Thence, N. 01° 02' 24" W., along the east line of said Whispering Heights Condominium, No. 1 a distance of 1834.03 feet to an iron pin found;

Thence, S. 89° 22' 13" E. a distance of 418.46 feet to a stone found;

Thence, S. 00° 58' 48" E., a distance of 300.00 feet to an iron pin set;

Thence, S. 42° 20' 29" E., a distance of 457.71 feet to an iron pin set;

Thence, S. 00° 30' 30" E., a distance of 300.00 feet to an iron pin set;

Thence, S. 89° 29' 30" W., a distance of 300.00 feet to an iron pin found;

Thence, S. 00° 57' 26" E., a distance of 654.10 feet to an iron pin found;

Thence, S. 89° 28' 30" W., a distance of 200.00 feet to a point;

Thence, S. 00° 57' 26" E., a distance of 230.42 feet to a point on the south line of said Original Lot 38;

Thence, S. 89° 28' 30" W., along said lot line a distance of 216.04 feet to the true place of beginning.

Said parcel contains 19.7277 acres of land, more or less, and is subject to all legal highways and easements of record as surveyed by Gregory H. Polles, Registered Surveyor for John David Jones & Associates, Inc. in March of 1983.



192339

OIL AND GAS LEASE

THIS LEASE, made and entered into this 5TH day of December 19 84, by and between George B. Kirk & Helen H. Kirk (Husband & Wife)

hereinafter called Lessor (whether one or more), whose mailing address is:

2150 Albertson Parkway, Cuyahoga Falls, Ohio 44223

Phone: [REDACTED]  
Cuyahoga Falls City Schools

and **K.S.T. OIL & GAS CO., INC.**  
4350 ALLEN ROAD  
STOW, OHIO 44224  
(216) 920-8088  
hereinafter called Lessee,

WITNESSETH:

1. 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 to transport by pipelines or otherwise across and through said lands oils, gas and their constituents from the subject and other lands, regardless of the source of such gas or the location of the wells during the term of this lease and so much longer as the Lessee shall reasonably require the use of said pipeline for the transportation of gas and of placing tanks, equipment, roads and structures thereon to procure and operate

for said products, all that certain tract of land situated in Lot No. or Section No. 38

Township Northampton, County Summit, State Ohio

bounded substantially as follows:

- On the North by lands of: Cleveland Trust (J. Carney)
- On the East by lands of: Albertson Parkway
- On the South by lands of: I. DiLullo
- On the West by lands of: Cleveland Trust (J. Carney)

being all of the property owned by Lessor or to which the Lessor may have any rights in Lot No. or Section No. 38, Township Northampton, containing 7.28 acres, more or less.

2. No well shall be drilled within two hundred (200) feet of present buildings unless both parties consent thereto.

3. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of <sup>one year</sup> ~~five~~ years and so much longer thereafter as oil or gas or their constituents shall be found on the premises in paying quantities in the reasonable judgment of the Lessee or as the premises shall be operated by the Lessee in the bona fide search for oil or gas.

4. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within 12 months from the date hereof, a well shall be commenced on the premises ~~and the lease shall terminate if no well is commenced within the term of this lease and no payments are made to the lessor for the term of this lease.~~ A well shall be deemed commenced when preparations for drilling have been commenced.

5. Prior to the commencement of operations, Lessor shall have the right to approve in writing the location of the well(s), connecting pipeline, tank battery and access road for all such items located on the premises owned by Lessor and leased hereunder. All approvals shall not be unreasonably withheld. Lessor agrees to allow Lessee to install electrical lines along lease road to wellhead if pumping unit is required.

A lease payment of \$5.00 per acre will be made upon recording of the lease.

246998 Extension of Lease see vol 7122 pg 856 1-3-86

6. In consideration of the premises the Lessee covenants and agrees:
- (A) To deliver to the credit of the Lessor in tanks or pipelines, 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 to 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 pipelines.
  - (B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the wellhead price paid to Lessee per thousand cubic feet of such gas so marketed and used, measured as follows: In accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of ten (10) ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and 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 thirtieth (30th) day of the following month.
  - (C) Lessee to deduct from payments in (A) and (B) above, Lessor's prorata share of any severance (excise) tax imposed by any governmental body.
  - (D) In the event Lessee does not sell the gas to others, Lessor shall be paid on the basis of the lowest field market price paid by any public utility in the state at the wellhead for gas of like kind and quality, and on the same basis that such utility would pay for such gas, including any escalation in price that such utility would pay for such gas, as if a contract for the sale of same had been entered into at the time of initial production.

7. 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 above named Lessors

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.

8. The Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand (200,000) cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand (200,000) cubic feet of gas taken in each year shall be paid for at the price received by the operator at the wellhead. Lessor to lay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. Lessor shall also, at the request of Lessee, install a meter to measure said gas. \*(SEE BELOW)

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 Lessor shall maintain the said pipeline, 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.

Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may arise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns.

Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 8, that the gas supply will be terminated by Lessee until the Buyer of the property executes an agreement regarding the usage of the gas in the same form as the within agreement. In the absence of such an agreement free gas under this provision shall terminate, the within right of free gas not being assignable without the consent of the Lessee.

9. Lessee shall, before the plugging and abandonment of any well located on the premises owned by Lessor and leased hereunder, offer to sell such well equipment, including all pipe, well casing, machinery, equipment and fixtures on the well to be plugged and abandoned to Lessor, at the then market salvage price, less the cost to Lessee of salvaging such equipment. The market price payable by Lessor should be no more than seventy-five percent (75%) of the then current price of new equipment located at the well that is to be plugged and abandoned. Such offer shall be transmitted to Lessor by certified mail and accepted or rejected, in whole or in part, by Lessor within a period of thirty (30) days after receipt of same. In the event no election is made within said thirty (30) day period, it shall be presumed that Lessor has refused to purchase such equipment. Lessee shall thereafter be permitted to remove said pipe and casing, machinery, equipment or fixtures placed on the premises or abandon same. All equipment not purchased by Lessor shall be removed by Lessee within ninety (90) days after the thirty (30) day period has expired.

\*including an additional charge of 30 cents per MCF for reading the meter and preparation of billings to the Lessor, for gas in excess of the free gas allocation.

10. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate unless within one year from the date of the completion of the plugging of such well the Lessee shall commence another well or unless the Lessee after the termination of said one year period resumes the payment of delay rental as hereinabove provided.

11. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, a well rental in lieu of royalty and delay rental in the amount and under the terms hereinabove provided for delay rental until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

12. The consideration, delay 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 offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

13. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form an oil and gas development unit of not more than one hundred sixty acres or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, and the Lessee shall be required to drill no 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 provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in 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 one-eighth (1/8) oil and gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit.

The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil and gas lease setting forth the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located, and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development shall thereafter be shut in, the well rental for shut-in royalty hereinbefore 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 parcel bears to the entire acreage consolidated.

14. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein, then the rentals and royalties herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

15. 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, and delivery of such original instrument or a duly certified copy thereof to the Lessee.

16. The Lessee shall have the right to assign and transfer, as hereinabove set forth, the within lease in whole or in part and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned the Lessee herein shall have no further obligations hereunder.

The Lessor hereby warrants and agrees to defend the title to the leased premises. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

17. The Lessee shall bury, when so requested by Lessor, all pipelines used to conduct oil or gas to, on, through and off the premises and pay all damages to growing crops, fences, tiles and other appurtenances to the property caused by operations under this lease. Any damages 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. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser.

18. 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 describing the portion which it elects to surrender, or by returning the lease to the Lessor with the 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 as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the delay rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

19. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure including but not limited to acts of God, strikes, riots and governmental restrictions, including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

20. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty days after service of such notice on Lessee. Neither the service of such notice nor the doing of any acts by Lessee aimed to meet any or all of the alleged breaches shall be deemed an admission or presumption that Lessee had failed to perform all its obligations hereunder.

21. With regard to the restoration of the drillsite, it is agreed that Lessee will remove brush and trees cut down, restore the ground to its original contour as nearly as possible and seed and fertilize. Restoration of the site will be completed as soon as weather conditions permit.

22. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessor hereby warrants and agrees to defend the title to the lands herein described.

It is mutually agreed that this instrument contains and expresses all of the agreements and understandings 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 undersigned have executed this instrument.

Signed and Acknowledged  
in the presence of:

Alan Baker  
Nicholas W. Marsick

George B. Kirk  
George B. Kirk  
Soc. Sec. # \_\_\_\_\_

Alan Baker  
Nicholas W. Marsick

Helen H. Kirk  
Helen H. Kirk  
Soc. Sec. # 5-5113

\_\_\_\_\_  
Soc. Sec. # \_\_\_\_\_

\_\_\_\_\_  
Soc. Sec. # \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

STATE OF )  
COUNTY OF Summit ) ss:

Before me, a Notary Public in and for said county and state, personally appeared the above named George B. Kirk & Helen H. Kirk

who acknowledged to me that they did execute the foregoing instrument and that the same is their free act and deed for the purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Cuyahoga Falls, this 5th day of December, 19 84

My Commission Expires:  
12-9-85

Alice Baker  
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF )  
COUNTY OF ) ss:

Before me, a Notary Public in and for said county and state, personally appeared the above named \_\_\_\_\_

who acknowledged to me that \_\_\_\_\_ did execute the foregoing instrument and that the same is \_\_\_\_\_ free act and deed for the purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF )  
COUNTY OF ) ss:

Before me, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_ and \_\_\_\_\_

the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_, the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority to do so duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Notary Public

PARTNERSHIP ACKNOWLEDGMENT

STATE OF )  
COUNTY OF ) ss:

Before me, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

of \_\_\_\_\_ being all of the partners of the partnership, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said partnership, and that the same is the free act and deed of said partnership and of themselves as such partners for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Notary Public

This Instrument prepared by: K.S.T. OIL & GAS CO., INC.  
4350 ALLEN ROAD  
STOW, OHIO 44224

*Level* 192339 *1/2* ACRES

NO. \_\_\_\_\_  
OIL AND GAS LEASE  
FROM *✓* *Hub*  
\_\_\_\_\_  
Address \_\_\_\_\_

TO  
✓ K.S.T. OIL & GAS CO., INC.  
4350 Allen Road  
Stow, Ohio 44224

Date \_\_\_\_\_ 19\_\_\_\_  
Located  
SUMMIT

Rec'd for Record JAN 18 - 1985 19  
at 8:19 AM JAN 16 1985  
Book 6959 Page 338  
*Richard James*  
County Recorder 18.00

246998

EXTENSION OF LEASE

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, under date of December 5th, 1984,

George B. Kirk & Helen H. Kirk (H&H) 2150 Albertson Pkwy., Cuy. Falls, OH 44223

as lessor, executed and delivered unto K.S.T. OIL & GAS CO., INC.,

4350 Allen Road, Stow, Ohio 44224, as Lessee an oil and gas lease covering

certain land situated in Northampton Township, Summit County,

Ohio, described as follows, to-wit:

On the North by lands of Cleveland Trust (J. Carney)

On the East by lands of Albertson Parkway

On the South by lands of I. DiIullo

On the West by lands of Cleveland Trust (J. Carney)

said oil and gas lease being recorded in the office of the Register of Deeds for said County in Liber 6959, on Page 333; and

WHEREAS, said oil and gas lease is now owned by K.S.T. OIL & GAS CO., INC 4350 Allen Road, Stow, Ohio 44224 insofar as it covers:

On the North by lands of SAME AS ABOVE

On the East by lands of \_\_\_\_\_

On the South by lands of \_\_\_\_\_

On the West by lands of \_\_\_\_\_

WHEREAS, the primary term of said oil and gas lease is now Twelve (12) months and the undersigned and said K.S.T. Oil & Gas Co., Inc. mutually desire to extend said primary term.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable considerations paid to the undersigned by said K.S.T. Oil & Gas Co., Inc., the receipt whereof is hereby confessed and acknowledged, the undersigned agree as follows:

1. Said oil and gas lease is hereby amended so that the primary term of Twelve (12) months as therein provided shall be Twenty-four (24) months from the date of said lease, said primary term thereby extended for an additional Twelve (12) months.

2. As amended hereby, the undersigned hereby ratify said oil and gas lease in all its terms and provisions.

3. This agreement shall be binding upon and inure to the benefit of the respective heirs, representatives, successors and assigns of the undersigned, and said K.S.T. Oil & Gas Co., Inc.

IN WITNESS WHEREOF, these presents are executed as of the 15 day of November, 1985.

Signed, Sealed and Delivered in the presence of:

[Signature]  
WITNESS

[Signature]  
GEORGE B. KIRK

[Signature]  
WITNESS

[Signature]  
HELEN H. KIRK

State of Ohio }  
County of Summit }

SS.

Acknowledgment

On this 15 day of November, A.D. 1985, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared George B. Kirk Jr. & Helen H. Kirk, to me known as the persons described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.

My Commission Expires: 12-9-85

[Signature]  
Notary Public

This instrument prepared by K.S.T. OIL & GAS CO., INC.

11.00

RECEIVED FOR RECORD  
JAN 8 1985  
ALPHI JAMES  
Recorder  
Co. of Summit, Ohio

VOL 7122 PAGE 857

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VOL 7025 PAGE 322

PIPELINE RIGHT-OF-WAY

FOR AND IN CONSIDERATION OF ONE DOLLAR in hand paid, the receipt of which is hereby acknowledged, and the further consideration of (\$ 5.00 ) Five Dollars per lineal rod for each rod of pipe laid, George B. Kirk & Helen H. Kirk (husband & wife) 2150 Albertson Parkway, Cuyahoga Falls, Ohio 44223 Phone: (216 ) 928-7289

herein called the "Grantor", hereby grants unto: K.S.T. OIL & GAS CO., INC. 4350 ALLEN ROAD STOW, OHIO 44224

herein called the "Grantee", its successors or assigns, the right-of-way to lay, maintain, operate, replace, relocate and remove a pipeline, with drips, valves and other necessary appurtenances thereto, on, over and through the following described land, situated in Section and/or Lot

38

Township of Northampton, County of Summit, State of Ohio, and bounded as follows:

- On the NORTH: Cleveland Trust (J. Carney)
On the EAST : Albertson Parkway
On the SOUTH : I. DiIullo
On the WEST : Cleveland Trust (J. Carney)

with ingress and egress to and from the same. The Grantor shall fully use and enjoy the said premises except for the purposes herein granted to the Grantee. All pipelines installed shall be buried a minimum depth of 24". Prior to the commencement of operations, Grantor shall have the right to approve in writing the location of the pipeline. Approval shall not be unreasonably withheld.

Grantee shall restore the land disturbed as closely as possible to its original condition. Grantee agrees to pay any damages which right arise to growing crops, tiles, fences, and other appurtenances from the exercise of any of the rights herein granted to it; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser.

All payments due hereunder shall be paid or tendered to Grantor by check made payable to the order of and mailed to the above named grantors.

who is hereby authorized to receive and receipt for same.

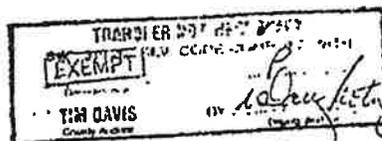
All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Grantor hereby warrants and agrees to defend the title to the lands herein described.

It is mutually agreed that this instrument contains and expresses all of agreements 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 undersigned have executed this instrument this 5TH

day of December, 1984

00258



Signed and acknowledged  
in the presence of:

Alice Baker  
Wife of W. W. Wansick

Alice Baker  
Wife of W. W. Wansick

George B. Kirk  
George B. Kirk  
Soc. Sec. # \_\_\_\_\_

Helen H. Kirk  
Helen H. Kirk  
Soc. Sec. # 279-28-5313

STATE OF OHIO  
COUNTY OF Summit

ss:

(Individual)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named George B. Kirk & Helen H. Kirk who acknowledged to me that they did execute 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 Cuyahoga Falls this 5th day of December, 1984

My Commission Expires:  
12-9-85

Alice Baker  
Notary Public

STATE OF OHIO  
COUNTY OF

ss:

(Corporation)

BEFORE ME, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_, the above named Corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said Corporation, pursuant to authority to do so duly conferred on them by the Board of Directors of said Corporation, and of themselves as such officers for the purposes set forth.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Notary Public

T.N.M.  
1-8-85

Description approved:  
by Ohio Dept-

This Pipeline Right-of-Way prepared by: **K.S.T. OIL AND GAS CO., INC.**  
4350 ALLEN ROAD  
STOW, OHIO 44224

192343  
11-00000

NO. \_\_\_\_\_ ACRES \_\_\_\_\_  
PIPELINE RIGHT-OF-WAY AGREEMENT

FROM  
Kirk

Address \_\_\_\_\_

TO /  
K.S.T. OIL & GAS CO., INC.  
4350 Allen Road  
Stow, Ohio 44224

TRAVELER'S OFFICE  
Date JAN 3 1985  
Tim East, County Auditor

Located  
SUMMIT

Rec'd for Record JAN 8 - 1985  
At: 8:26 AM  
Recorded JAN 18 1985  
Book 7025 Page 322-323

Ralph James  
County Recorder

10.00

Vol 7025 Page 323

OIL & GAS LEASE

JK

THIS AGREEMENT, made this day 2 of January, 2007, between  
Helen H. Kirk Living Trust, dated March 8, 1996  
2150 Albertson Pkwy Cuyahoga Falls, Ohio 44223

Lessor, and CUTTER OIL COMPANY, 9270 Cedar Valley Road, West Salem, OH 44287, Lessee, does witness:

1. Lessor, in consideration of the sum of One and no/100 Dollars (\$1.00), the receipt of which is hereby acknowledged and of the covenants and agreements herein contained, does hereby grant unto Lessee all of the oil and gas and the constituents of either, in and under the lands hereinafter described together with the exclusive right to drill and operate for, produce, and market oil and gas and their constituents, the right to lay pipeline to transport oil and gas and their constituents from the lands leased hereunder and other lands, the right to build and install such tanks, equipment and structures ancillary thereto to carry on operations for oil and gas, together with the right to enter thereon at all times and to occupy, possess and use so much of said premises as is necessary and convenient for all purposes described herein.

2. This lease covers the premises situated in Section (LOT) 38 City of Cuyahoga Falls, County of Summit, State of Ohio containing 7.28 acres, more or less, being all of the land owned by Lessor in said township or adjoining said tract, bounded substantially as follows:

- On the North by lands of Clara Mae Schafer / Joseph Lahovich / Small Tracts
- On the East by lands of Scott D. Higley / Mark E. Grdina
- On the South by lands of Concetta Donatelli
- On the West by lands of Fred J Bellar III / Small Tracts

55415495  
Pg: 1 of 2  
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LS 26.66  
John A Donofrio, Summit Fiscal Officer

3. This lease shall remain in force for a primary term of 1 years and as long thereafter as operations described above are being conducted on the premises; or oil or gas is produced, or is capable of being produced.

4. The royalties to be paid by Lessee are:  
(a) on oil, one-eighth (1/8) of that produced and saved from said land, same to be delivered at the wells or to the credit of the Lessor;  
(b) on gas of whatsoever nature or kind produced and sold, one-eighth (1/8) of the proceeds realized by Lessee from the sale thereof;  
(c) on gas of whatsoever nature or kind produced and used by Lessee (off the premises), one-eighth (1/8) of the highest price paid at the time of use for natural gas by a public utility purchasing gas in the same county. The royalties shall be paid by Lessee within 20 days after Lessee receives payment therefor. In the event all wells on the leased property are shut in for any reason for a continuous period of six months, then on or before the end of each calendar year during which such wells are shut in, Lessee shall pay Lessor a shut in payment of One Dollar (\$1.00) per year per acre, prorated for the period such wells are shut in, and this lease shall continue in full force and effect as provided in paragraph 3 so long as such payments are made.

5. If operations for a well are not commenced on the premises within 12 months from the date of this lease, this lease shall terminate as to both parties unless Lessee on or before that date shall payor tender to Lessor the sum of \$500.00, which shall operate as a rental and cover the privilege of deferring the

commencement of operation for a well for twelve (12) months from said date. Such rentals may, at the option of Lessee, be paid quarterly or annually. In like manner and upon like payments or tenders, the commencement of operations for a well may be further deferred for periods of the same number of months within the primary term of this lease. This and all other payments due under this lease shall be made by cash or check and shall be deemed tendered when either delivered to Lessor or any of them or mailed to Lessor or any of them at the above address. This lease shall not terminate for failure to pay said rentals unless Lessor gives Lessee or his assigns written notice of said failure and the rental due is not paid within ten days of the receipt of said notice by Lessee.

6. If Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals provided for herein shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall terminate unless within twelve (12) months from the date of the completion of the plugging of such well Lessee shall commence another well or unless Lessee pays delay rental as hereinabove provided.

7. Lessor may lay a line to any gas well and connect at the location in the manner designated by Lessee on said land and may take annually up to 250,000 cubic feet of free gas produced from said well for use for heat and light in one dwelling house located on said land, at Lessor's risk, subject to Paragraph 10 and the use and the right of abandonment and surrender of Lessee. Lessee shall have the right to use free of cost, gas, oil, and water found on said land for its operations thereon, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury pipelines below normal plow depth in cultivated areas and shall pay for damaged caused by its operations to growing crops and to fences on said land. No well shall be drilled nearer than 100 feet to the house or barn now on said premises, without the written consent of Lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, and any other structures or improvements placed on said land by Lessee, including the right to draw and remove all casing.

8. The rights of either party hereunder may be assigned in whole or in part. No change in ownership of the land or the rentals or royalties shall be binding on the Lessee until Lessee has received notice and has been furnished with the written transfer or certified copy thereof. In the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such parts shall fail or make default in the payment of its proportionate part of the delay rental, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which Lessee or any assignee hereof shall make due payment of said rentals.

9. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the said lands and production and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself from any payments due hereunder.

10. When drilling, reworking, production, or other operations are delayed or interrupted by force majeure, this is by storm, flood, rain, snow, or other act of God, fire, war, rebellion, insurrection, riot, strikes, difference with workmen, or failure of carriers to transport or furnish facilities for transportation, or as the result of any law, judgment, order, rule, regulation, requisition or necessity of any government, Federal or State, or Local, or as a result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding, but this lease shall be

extended for a period of time equal to that during which Lessee is so prevented from conducting such drilling or other operations on or producing oil, gas, casing head gas, condensate or other minerals from the premises. This lease shall be subject to governmental rules or regulations, and this lease shall not be terminated, in whole or in part, nor shall Lessee be held liable in damages, for failure to comply herewith, if compliance is prevented by, or such failure is the result of, any such law, rule or regulation. Lessor grants Lessee the authority to compromise or settle any disputes or conflicts with governmental agencies, public utilities or any entity relating to this lease or production therefrom and related contracts.

11. Lessee is hereby granted the right at any time to utilize the leased premises or any portion thereof, as to any or all strata or stratum, with any other lands for the production of oil and/or gas and/or the constituents of either. No such unit shall embrace more than 160 acres; provided that if any governmental regulations shall prescribe a spacing pattern for the development of the field, then any such unit may embrace as much additional acreage as may be so prescribed. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon, provided, however, that Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated in paragraph 4 as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit, and provided further that Lessor may take free gas as provided in paragraph 7 and paragraph 10 hereof from a unit well only if said well is located on lands actually owned by Lessor.

12. Following completion of any producing well, Lessee shall:  
 (a) fill all pits used during drilling which are not required either for production purposes or by any government regulations;  
 (b) remove all concrete bases, drilling supplies and drilling equipment; and (c) grade, plant and seed the area disturbed by drilling that is not required in production of the well, where necessary to bind the soil and prevent substantial erosion and sedimentation.

13. Lessee may at any time surrender all or any part of this lease by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper county. After a partial surrender, the rental and shut in payments specified above shall be proportionately reduced on acreage basis.

14. This lease and all its terms, conditions and stipulations shall extend to and be binding on all heirs, successors and assigns of Lessor and Lessee. This lease contains all of the agreements and understandings of the Lessor and the Lessee respecting the subject matter hereof and no implied covenants or obligations, or verbal representations or promises, have been made or relied upon by Lessor or Lessee supplementing or modifying this lease or as an inducement thereto.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date appearing above.  
 Signed and acknowledged in the presence of:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 STATE OF OHIO  
 COUNTY OF \_\_\_\_\_

x *Helen H. Kirk*  
 SOCIAL SECURITY NUMBER \_\_\_\_\_  
 x *George B. Kirk*  
 SOCIAL SECURITY NUMBER \_\_\_\_\_  
 SOCIAL SECURITY NUMBER \_\_\_\_\_  
 PHONE NUMBER \_\_\_\_\_

The foregoing instrument was acknowledged before me this 2 day of January, 2007, by  
 Helen H. & George B. Kirk



CHARLES J. CUTTER  
 NOTARY PUBLIC, STATE OF OHIO  
 MY COMMISSION EXPIRES DEC. 4, 2010

*Charles J. Cutter*  
 \_\_\_\_\_  
 NOTARY PUBLIC

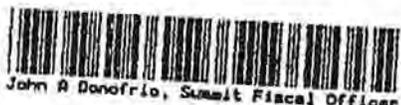
CORPORATE ACKNOWLEDGEMENT

STATE OF OHIO  
 COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
 \_\_\_\_\_ to me personally known who, being by me duly sworn did depose and say that he/she resides in \_\_\_\_\_,  
 \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the within instrument,  
 that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so  
 affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

This instrument prepared by: CUTTER OIL COMPANY  
 9270 Cedar Valley Road, West Salem, Ohio 44287

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 LS 20.00  
 John R Donofrio, Summit Fiscal Officer

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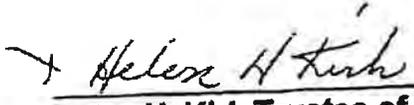
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John A. Danofrio, Summit Fiscal Officer

Space above is for recording information.

### RATIFICATION OF LEASE

The undersigned, Helen H. Kirk, Trustee of the Helen H. Kirk Trust dated 3/8/96, hereby ratifies the Oil and Gas Lease from Helen H. Kirk Living Trust dated 3/8/96, recorded in Reception No. 55415495, Summit County, Ohio, Official Records the same as if the original of such lease had been signed by the undersigned as such trustee.

In Witness Whereof, the undersigned have executed this document on the day and year set forth in the notary clauses below.

  
\_\_\_\_\_  
Helen H. Kirk Trustee of the  
Helen H. Kirk Living Trust dated 3/8/96

State of Ohio, Summit County, SS:

Before me, a Notary Public in and for said county and state, personally appeared Helen H. Kirk Trustee of the Helen H. Kirk Living Trust dated 3/8/96, and acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

In Witness Whereof, I have hereunto affixed my signature and official seal this 9 day of March, 2007, at Cuyahoga Falls, Ohio.

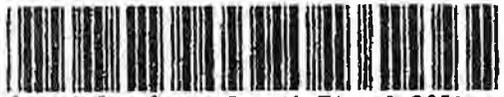
  
\_\_\_\_\_  
Notary Public

THOMAS L. BUTTERMORE, Notary Public  
Residence - Portage County  
State Wide Jurisdiction, Ohio  
My Commission Expires July 31, 2009



RECORD RESEARCH, INC.

FOUNDATION TITLE AGENCY  
4300 ROCKSIDE RD. SUITE 130  
INDEPENDENCE, OH 44131



54947086

Pg: 1 of 7  
09/23/2003 02:01P  
NO 68.00

John A Donofrio, Summit Fiscal Officer

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**OPEN-END MORTGAGE**

THIS MORTGAGE ("Mortgage") is given on September 2, 2003

The mortgagor is

HELEN H. KIRK AND GEORGE B. KIRK, JR., TRUSTEES, OR THEIR SUCCESSORS  
IN TRUST, UNDER THE HELEN H. KIRK LIVING TRUST, DATED MARCH 8, 1996  
WHOSE MAILING ADDRESS IS 2150 ALBERTSON PKWY CUYAHOGA FALLS, OH 44223

("Borrower"). This Mortgage is given to FIFTH THIRD BANK (NORTHEASTERN OHIO)  
which is organized and existing under the laws of OHIO and whose address is  
1404 EAST NINTH ST. CLEVELAND, OH 44114

("Lender").

Borrower owes Lender the principal sum of Two Hundred Fifty Thousand AND 00/100

Dollars (U.S. 250,000.00 ) (herein, the "Indebtedness"). This indebtedness is evidenced by Borrower's note, credit  
agreement or other evidence of indebtedness, dated the same date as this Mortgage, with the full indebtedness, if not paid  
earlier, due and payable on 09/02/23 (herein, the "Loan Documents").

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals  
thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect  
the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained  
in the Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans,  
advances or indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the  
"Obligations") and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to  
Item 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant, warrant and convey to Lender, with  
mortgage covenants, the following described property located in the County of SUMMIT

State of OHIO, to wit (herein, the "Real Estate"):

SEE ATTACHED EXHIBIT "A"

which has the address of  
("Property Address"); 2150 ALBERTSON PKWY CUYAHOGA FALLS, OH 44223-0000

TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to,  
the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and  
adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part  
of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if  
this Mortgage is on a leasehold) are herein referred to as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to  
mortgage, grant, warrant, and convey the Property, that the Property is unencumbered, except for encumbrances of record, and  
that Borrower will warrant and defend the title of the Property against all claims and demands.

**COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions or renewals thereof, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.

**2. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require or as may be required by applicable law (including flood insurance required by Item 27 hereof), and in such amounts and for such periods as Lender may require; provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage unless required by applicable law.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, provided that such approval shall not be unreasonably withheld. Unless otherwise specified, all premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier and providing receipt of said payment to Lender if requested by Lender.

All insurance policies and renewals thereof shall be in form acceptable to lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender and shall provide that the policies shall not be amended or canceled without thirty (30) days prior written notice to Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender is hereby given full power to collect any insurance proceeds or to settle and compromise any insurance claims or bring suit to recover thereunder.

Lender is authorized to apply the net proceeds of any insurance claim, after deducting all costs of collection, including attorney's fees, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of the collateral for the remaining indebtedness, Lender may without further notice or demand, elect to declare the whole of the remaining Indebtedness due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted in Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments agreed to by Lender and Borrower, or change the amount of such installments. If, under Item 17 hereof, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof, resulting from damage to the Property prior to the sale or acquisition, shall pass to Lender to the extent of the sum secured by this Mortgage, immediately prior to such sale or acquisition.

Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the Collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's agreement with Lender. If Lender purchases insurance for the Collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

**3. Charges; Liens.** Borrower shall pay all taxes, liens, assessments and other charges, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the Payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish Lender receipts evidencing such payment.

**4. Application of Payments.** Unless otherwise agreed, all payments are to be applied in the following order: costs, expenses, attorney's fees, interest, escrow, late fees or penalties and then principal. In the event this mortgage secures more than one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrently on more than one of the outstanding notes.

**5. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by-laws and regulations of the condominium or planned unit development.

**6. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder.



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**7. Environmental Laws.** (a) Except as set forth in Exhibit 7(a) hereto, Borrower has obtained all permits, licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code or regulation affecting or regulating the environment ("Environmental Laws") and, to the best of Borrower's knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws;

(b) Except as set forth in Exhibit 7(b) hereto, Borrower is not aware of, and has not received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance in any material respect with Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste; and

(c) Except as set forth in Exhibit 7(c) hereto, there is no civil, criminal or administrative action, suit, demand, claim hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower, relating in any way to Environmental Laws; and

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property. Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, losses and expenses (including, without limitation attorney's fees) relating to any Environmental Laws or Borrower's breach of any of the foregoing representations or warranties. The provisions of this Item 7 will survive the release or satisfaction of this Mortgage or the foreclosure hereof.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in accordance with generally accepted accounting principles covering the operation of the Property, should the same be income-producing. Lender may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. No awards or settlements shall be accepted without Lender's prior written consent.

Lender is authorized to settle any claim, collect any award, and apply the net proceeds, after deducting all costs of collection including attorney's fees, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments referred to in Item 1 hereof or change the amount of such installments.

**10. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower approved by Lender shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor or refuse time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

**11. Forbearance By Lender Not A Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, Future Advances and Obligations secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the note evidencing the Indebtedness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Lender, subject to the provisions of Items 16 and 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the Items of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.



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John A Donafrio, Summit Fiscal Officer

14. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified or registered mail, return receipt requested, to Borrower at the address set forth above or as carried on the records of the Lender. Any notice to Lender shall be given by certified or registered mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

15. **Governing Law; Severability.** This transaction shall be governed by the laws of the State where the Property is located. In the event that any provision or clause of this Mortgage or the Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of either this Mortgage or the Loan Documents which can be given effect without the conflicting provision, and in this regard, the provisions of this Mortgage and the Loan Documents are declared severable.

16. **Transfer of the Property and Interest Therein.** If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise conveyed by Borrower, without Lender's prior written consent, or if any contract to do any of the same is entered into by Borrower without Lender's prior written consent, excluding a transfer by devise, descent or, by operation of law upon the death of a joint tenant, it shall be deemed to increase the Lender's risk and Lender may, at Lender's option, either declare all the sums secured by this Mortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of Indebtedness and/or impose whatever conditions it may deem necessary to compensate it for the increased risk. Lender shall have waived such option to accelerate if, prior to the conveyance, Lender and the person to whom the Property is to be conveyed reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in Item 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender may, in its discretion, release Borrower from all obligations under this Mortgage and the Loan Documents, and any such decision to release or not to release Borrower shall be evidenced by said written assumption agreement.

If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Lender's prior written consent.

17. **Acceleration; Remedies.** Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filing of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees.

18. **Borrower's Right to Redeem.** Borrower shall have such rights of redemption as are provided by the law of the State where the Property is located.

19. **Dower.** Borrower covenants that all dower interest, if any, in and to the Property is hereby remised, released and forever quitclaimed unto Lender by Borrower.

20. **Assignments of Rents.** Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

21. **Future Advances.** Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such future and additional loan advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.



John A Donofrio, Summit Fiscal Officer

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22. **Rental of Property Restricted.** Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 20 or any other provision hereof.

23. **Release.** Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender shall discharge this Mortgage with any costs paid by Borrower.

24. **Mortgage as Security For Other Liabilities.** This Mortgage shall serve as security for every other liability or liabilities of the Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or on any manner acquired by or accruing to the holder hereof, whether by agreement with, or by assignment or endorsement to the Lender by anyone whomsoever.

It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the recorder for record.

Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" as defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as amended, or any successor federal statute, or any applicable state statute containing substantially similar provisions.

25. **Ohio Covenant.** If the Property is located in Ohio, Borrower and Lender covenant that Lender is authorized to do all things provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.

26. **Uniform Commercial Code Security Agreement.** Borrower hereby grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender all financing statements and other documents requested by Lender to perfect its security in such property, and Borrower will pay the expense of filing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed against the items of real property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.

27. **Flood Insurance.** If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as then in effect; and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evidence satisfactory to Lender that the premium therefor has been paid. Borrower hereby indemnifies, saves, and holds Lender harmless from any losses incurred by Lender arising out of Borrower's failure to obtain and maintain such insurance.

28. **Jury Waiver.** BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.



John A Donofrio, Summit Fiscal Officer

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

*George B. Kirk, Jr.* (Seal)  
GEORGE B. KIRK, JR.

*Helen H. Kirk* (Seal)  
HELEN H. KIRK

*George B. Kirk, Jr.* (Seal)  
George B. Kirk, Jr. Trustee Trustee

*Helen H. Kirk* (Seal)  
Helen H. Kirk Trustee

STATE OF Ohio, Stark COUNTY

On this 2nd DAY OF September, 2003, before me, a Notary Public in and for said County and State, personally appeared HELEN H. KIRK AND GEORGE B. KIRK, JR., TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE HELEN H. KIRK LIVING TRUST, DATED MARCH 8, 1996 WHOSE MAILING ADDRESS IS 2150 ALBERTSON PKWY CUYAHOGA FALLS, OH 44223

the individual(s) who executed the foregoing instrument and acknowledged that THEY did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free act and deed.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

(Seal)

*Sarah K. Stem*  
Notary Public

This instrument was prepared by:

FIFTH THIRD BANK (NORTHEASTERN OHIO)  
1404 EAST NINTH ST. CLEVELAND, OH 44114

SARAH K. STEM, Notary Public  
Residence - Stark County  
Statewide Jurisdiction, Ohio  
My Commission Expires June 4, 2005

  
John A Donofrio, Summit Fiscal Officer

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EXHIBIT A

Situated in the State of Ohio, County of Summit and City of Cuyahoga Falls and being further described as follows:

Parcel I: Being a part of Lot #38 in what was formerly Northampton Township and bounded and described as follows, to-wit: Beginning at the southeast corner of said Lot #38; thence S. 89 deg. 08' W. along the south line of said Lot #38, a distance of 600 feet to a point; thence N. 0 deg. 17' W. parallel to the east line of said Lot #38, a distance of 414.50 feet to a point and the true place of beginning for the parcel herein described; thence S. 89 deg. 08' W. parallel to the south line of said Lot #38, a distance of 671.29 feet to a point; thence N. 1 deg. 20' 30" W. a distance of 184.495 feet to a point; thence N. 89 deg. 08' E. parallel to the south line of said Lot #38, a distance of 674.70 feet to a point; thence S. 0 deg. 17' E. parallel to the east line of said Lot #38, a distance of 184.50 feet to the true place of beginning and containing 2.850 acres of land as surveyed by Donald H. Mathews, Registered Surveyor in April, 1966. Be the same more or less, but subject to all legal highways.

PROPERTY ADDRESS: 2150 Albertson Parkway, Cuyahoga Falls, OH, 44223

PARCEL NUMBER: 35-01180

FILE NUMBER: 03031618



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John R Donofrio, Summit Fiscal Officer



John A Donofrio, Summit Fiscal Officer

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### ATTORNMENMENT AGREEMENT AND CONSENT TO LEASE

WHEREAS, **Fifth Third Bank (Northeastern Ohio)** hereinafter referred to as Mortgagee, holds a lien upon certain real property described in a real estate mortgage from Helen H. Kirk and George B. Kirk, Jr., Trustees under the Helen H. Kirk Living Trust (3/8/96) to Fifth Third Bank (Northeastern Ohio), 1404 East Ninth Street, Cleveland, Ohio 44114, dated September 2, 2003, and recorded September 23, 2003, in Reception No. 54947086, Summit County, Ohio, Records, in the principal amount of \$250,000, covering property in Lot 38, City of Cuyahoga Falls, Summit County, Ohio;

WHEREAS, **Cutter Oil Company**, hereinafter referred to as Lessee, is the holder of a leasehold under an oil and gas lease upon the property encumbered by the above described mortgages, said lease being executed by the Helen H. Kirk Living Trust (3/8/96), dated January 2, 2007, and recorded February 16, 2007, in Reception No. 55415495, Summit County, Ohio, Records.

NOW, THEREFORE, for the consideration of One-Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Mortgagee consents to said lease and agrees that in the event of foreclosure of said mortgages or other sale of said property in satisfaction of said mortgages, the property shall be sold subject to the leasehold.

IT IS FURTHER agreed that if Mortgagors default on their obligations to Mortgagee that Mortgagee may direct Lessee to pay directly to Mortgagee all amounts due Mortgagor under the lease; provided, however, that upon Mortgagee's written confirmation that the default has been cured Lessee shall resume making lease payments directly to Mortgagor.

IT IS FURTHER agreed that Mortgagee is not waiving the priority of its mortgages.

IT IS FURTHER agreed that this agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

Executed this 18<sup>th</sup> day of APRIL, 2007, at Cincinnati,  
Ohio

Fifth Third Bank (Northeastern Ohio)  
By: Phillip C. Bodle  
Phillip C. Bodle - AVP  
Phillip C. Bodle



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NISC 38.00

John A Donofrio, Summit Fiscal Officer

State of Ohio, SUMMIT County, ss.

BEFORE ME, a Notary Public in and for said County and State, personally appeared Fifth Third Bank (Northeastern Ohio), by PHILLIP C. BODLE, its ASST. V. PRESIDENT, who acknowledged that (he)(she) did sign the foregoing instrument and that the same is (his)(her) free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature and official seal at CINCINNATI, Ohio, this 19th day of April, 2007.

Donna R Borgmann  
Notary Public

This instrument prepared by:

**JOHN BARRINGTON, Attorney at Law**  
322 West Liberty Street, P.O. Box 624  
Wooster, Ohio 44691 330-264-8679 <sup>\*</sup>(EUV)



**DONNA R. BORGMANN**  
Notary Public, State of Ohio  
My Commission Expires 04-21-08

1796 NH/502  
 KRISTEN M. SCALISE CPA, CFE  
 Summit County Fiscal Officer  
 \$ M Fee \$ exempt Consideration  
 Transferred  
 Transfer Not Necessary  
 by [Signature] Deputy Fiscal Officer  
 In compliance with ORC 219.202  
 NH/34  
 Descriptions Approved by Tax Maps  
 Approval Good for 80 Days From: 2-8-23

**AFFIDAVIT OF SUCCESSOR TRUSTEE**  
 O.R.C. 5302.171

I, George Richard Kirk, after being duly cautioned and sworn states:

1. I am a Successor Trustee of the George B. Kirk, Jr. Living Trust, dated March 8, 1996, and amended on July 20, 2007, December 15, 2017 and June 30, 2021, which holds title to parcel number 35-01180 in Summit County Ohio.
2. The Co-Trustee, who served with me, George B. Kirk Jr., no longer serves due to his death on January 23, 2023.
3. The name and address of all trustees is as follows:

George Richard Kirk  
 2771 Norma Street  
 Cuyahoga Falls, Ohio 44223

Nancy Kirk Yeager  
 520 Meredith Lane #508  
 Cuyahoga Falls, Ohio 44223

4. The legal description is attached hereto:

Further, affiant sayeth naught.

[Signature]  
 GEORGE RICHARD KIRK

STATE OF OHIO )  
COUNTY OF SUMMIT ) ss.

Sworn to before me and subscribed in my presence by **GEORGE**

**RICHARD KIRK**, this 3 day of February, 2023.

  
\_\_\_\_\_  
NOTARY PUBLIC

Prepared By:

*SD*  
Susan L. Durr  
Attorney at Law  
2231 Broad Blvd  
Cuyahoga Falls, Ohio 44223



SUSAN L. DURR  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

situated in the City of Cuyahoga Falls, County of Summit and State of Ohio:

PARCEL I: Being a part of Lot #38 in what was formerly Northampton Township and bounded and described as follows, to-wit: Beginning at the southeast corner of said Lot #38; thence S. 89 deg. 08' W. along the south line of said Lot #38, a distance of 500 feet to a point; thence N. 0 deg. 17' W. parallel to the east line of said Lot #38, a distance of 414.50 feet to a point and the true place of beginning for the parcel herein described; thence S. 89 deg. 08' W. parallel to the south line of said Lot #38, a distance of 671.29 feet to a point; thence N. 1 deg. 20' 30" W. a distance of 184.495 feet to a point; thence N. 89 deg. 08' E. parallel to the south line of said Lot #38, a distance of 674.70 feet to a point; thence S. 0 deg. 17' E. parallel to the east line of said Lot #38, a distance of 184.50 feet to the true place of beginning and containing 2.850 acres of land as surveyed by Donald H. Mathews, Registered Surveyor in April, 1966. *q*  
Reserving the right to lay, maintain and repair existing sewer across the property. Also, only one house of not less than (1500) fifteen hundred square feet, excluding garage, can be built on the property. Subject to all applicable zoning ordinances and to restrictions, conditions, reservations, limitations and easements, if any, of record.

PARCEL II: Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio; And known as being part of Lot # 38 in what was formerly Northampton Township and further bounded and described as follows, to-wit: Beginning at a marked stone at the Southeast corner of said Lot #38; thence S. 89 deg. 08' W. along the South line of said Lot #38, a distance of 600 feet to a point; thence N. 0 deg. 17' W. parallel to the East line of said Lot #38, a distance of 599.00 feet to a point and the true place of beginning for the parcel herein described:

Thence S. 89 deg. 08' W. parallel to the South line of said Lot #38, a distance of 674.70 feet to a point in the West line of a 72.94 acre parcel of land deeded to Donald S. Albertson by Gertrude Spielman Strayer, et al., by Warranty Deed recorded in Volume 1935, Page 233 of Summit County Records of Deeds; Thence N. 1 deg. 20' 30" W., along the West line of said 72.94 acre parcel, a distance of 285.01 feet to a point; thence N. 89 deg. 08' E., parallel to the South line of said Lot #38, a distance of 679.96 feet to a point; thence S. 00 deg. 17' E., parallel to the East line of said Lot #38, a distance of 285.01 feet to the true place of beginning and containing 4.432 acres of land as surveyed by Donald H. Mathews, Registered Surveyor, in December, 1964. *q*

Reserving the right to lay, maintain and repair existing sewer across the property. Also, only one house of not less than (1,500) fifteen hundred square feet, excluding garage, can be build on the property. Subject to all applicable zoning ordinances and to restrictions, conditions, reservations, limitations and easements, if any, of record. The Grantee does accept this deed with the understanding that it is not on a public dedicated highway and hereby release the County, Township or any public body from any obligations of providing means of access to this property.

The Grantee does hereby agree that it will not oppose any public improvements for sewer, water or street paving for this area and will pay its proportionate share of any such improvements, also its proportionate share of maintenance of existing right-of-way.

Also known as 2150 Albertson Parkway, Cuyahoga Falls, OH 44223

35-01180

NH 0003402033IHC

DOC # 56795385



Ohio Association of REALTORS®  
**Residential Property Disclosure Exemption Form**

Established in 1910



**O H I O**  
**ASSOCIATION**  
**OF REALTORS®**

**To Be Completed By Owner**

Property Address:

2150 Albertson Parkway Cuyahoga Falls, Ohio 44223

Owner's Name(s):

George Richard Kirk Co-Trustee of The Goerge B. Kirk Living Trust and Nancy Kirk Yeager Co-Trustee of the George B. Krik Living Turst

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

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

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

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

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

**OWNER'S CERTIFICATION**

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

Owner: *George Richard Kirk Co-Trustee of The Goerge B. Kirk Living Trust* dotloop verified 03/06/23 7:17 AM EST 4850-190D-N247-VJTI

Date: \_\_\_\_\_

Owner: *Nancy Kirk Yeager Co-Trustee of the George B. Kirk Living Trust* dotloop verified 03/05/23 10:21 AM EST SBAL-WV6N-IBCJ-SVFD

Date: \_\_\_\_\_

**BUYER'S ACKNOWLEDGEMENT**

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

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

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





## CONSUMER GUIDE TO AGENCY RELATIONSHIPS

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

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

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

#### **Representing Sellers**

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

#### **Representing buyers**

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

#### **Dual Agency**

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

#### **Split Agency**

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

#### **Working with KIKO**

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

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

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

**KIKO Auction Sales**

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

**Working with Other Brokerages**

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

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

**Fair Housing Statement**

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

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

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

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date





# AGENCY DISCLOSURE STATEMENT



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

Property Address: 2150 Albertson Pkwy, Cuyahoga Falls, OH

Buyer(s): \_\_\_\_\_

Seller(s): George R Kirk, Successor Trustees of the Helen H Kirk Living Trust

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Randy L Compton and real estate brokerage Kiko will

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

## CONSENT

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

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

# DUAL AGENCY

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

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

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

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

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

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

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

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

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

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



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



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

This addendum made part of sales agreement dated 03/03/2023

Property Address: 2150 Albertson Parkway Cuyahoga Falls Ohio 44223

Seller: George Richard Kirk Co-Trustee of The Goerge B. Kirk Living Trust and Nancy Kirk Yeager Co-Trustee of the George B. Krik Living Turst /Agent: Randy Compton

Purchaser(s): \_\_\_\_\_

## LEAD WARNING STATEMENT

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

## SELLER'S DISCLOSURE

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

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

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

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

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

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

## PURCHASER'S ACKNOWLEDGMENT (INITIAL)

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

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

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

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

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

## AGENT'S ACKNOWLEDGMENT (INITIAL)

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

## CERTIFICATION OF ACCURACY

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

Seller George Richard Kirk Co-Trustee of The George B. Kirk Living Trust dotloop verified 03/06/23 7:17 AM EST EUPR-LIIB-C-3K37-WGK

Seller Nancy Kirk Yeager Co-Trustee of the George B. Kirk Living Trust dotloop verified 03/05/23 10:22 AM EST M7EF-DM25-AIQP-ZLX7

Purchaser \_\_\_\_\_ Date

Purchaser \_\_\_\_\_ Date

Agent Randy Compton dotloop verified 03/03/23 7:49 AM EST WDUK-UYKM-H3T2-SHKR

Agent \_\_\_\_\_ Date

**EXHIBIT**



# Summit County Public Health

1867 West Market Street ♦ Akron, Ohio 44313-6901

Phone: (330) 926-5600 ♦ Toll-free: 1 (877) 687-0002 ♦ Fax: (330) 923-6436

www.scph.org

## CERTIFICATE OF TRANSFER REVIEW

### Point of Sale: Sewage Treatment System (STS) Evaluation

Summit County Public Health (SCPH) is issuing this certificate of transfer review based on the information provided by a registered STS service provider. This certificate verifies that SCPH has reviewed the inspection report. This certificate does not guarantee the accuracy of the inspection report or the future performance of the system. This certificate of transfer review is valid for 2 years from the date of the inspection for the buyer listed below.

Property Address: 2150 Albertson Pkwy Parcel ID: 3501180

City: Cuyahoga Falls Zip Code: 44223 PSD: Cuyahoga Falls

Private Inspection Company: Skelley Septic & Well Inspections, LLC Inspection Date: 03/21/2023

Buyer's Name: Unknown Buyer's Phone Number: Unknown

**The property listed above has been inspected and may be transferred.**

For specific details, see the inspection report provided by the registered STS inspector. Upon review of that report, SCPH would like to note the following:

- Substantial issues were observed during the inspection. It is REQUIRED that further action be taken. SCPH will follow up to ensure that the following issues are corrected:
  - The STS is failing and must be replaced. Contact SCPH at 330 926-5600 for more information.
  - The STS is not operating properly and must be repaired.
  - There are gray water lines not connected to the STS and must be connected immediately.
- This STS does not have the required service contract. It is required that a service contract is obtained from a registered STS contractor. SCPH will follow up to ensure a contract is submitted.**
- The functionality of the STS could not be determined. The following are RECOMMENDATIONS:
  - Recommend a re-inspection once the house is fully occupied for at least sixty days.
  - Recommend re-inspection once adequate amount of water is available.
  - Recommend installing an inspection port to view effluent quality.
- This STS has an operation permit issued by SCPH. An operation permit fact sheet is attached.
 

Permit expires: 12/31/23 Outstanding balance due to SCPH: \$ 0.00
- This STS has an Ohio EPA National Pollutant Discharge Elimination System (NPDES) Permit. An application to transfer this permit is attached and must be submitted to the Ohio EPA.
- Other Comments: \_\_\_\_\_

#### Private Water System (PWS) inspection:

- Per the inspector, the house uses a public water supply and there is no PWS on the property to inspect.
- A PWS inspection was not submitted by this company. A different inspector may have submitted an inspection of the PWS and a second certificate of transfer review will be issued.

#### SCPH Reviewer:

Name: Adam Hocevar

Signature: Adam Hocevar

Date Reviewed: 03 / 27 / 2023

Mailed/Faxed/E-mailed by SCPH Staff on: 03 / 27 / 23  
Initials: AH

**EXHIBIT G**



# Summit County Public Health

1867 West Market Street ♦ Akron, Ohio 44313-6901

Phone: (330) 926-5600 ♦ Toll-free: 1 (877) 687-0002 ♦ Fax: (330) 923-6436

www.scph.org

## CERTIFICATE OF TRANSFER REVIEW Point of Sale: Private Water System (PWS) Evaluation

Summit County Public Health (SCPH) is issuing this certificate of transfer review based on the information provided by a registered PWS contractor. This certificate verifies that SCPH has reviewed the inspection report. This certificate does not guarantee the accuracy of the inspection report or the future performance of the system. This certificate of transfer review is valid for 2 years from the date of the inspection for the buyer listed below.

Property Address: 2150 Albertson Pkwy Parcel ID: 3501180  
City: Cuyahoga Falls Zip Code: 44223 PSD: Cuyahoga Falls  
Private Inspection Company: Skelley Septic & Well Inspections, LLC Inspection Date: 03/21/2023  
Buyer's Name: Unknown Buyer's Phone Number: Unknown

**The property listed above has been inspected and may be transferred.**

For specific details, see the inspection report provided by the registered PWS contractor. Upon review of that report, SCPH would like to note the following:

- Substantial issues were observed during the inspection:
  - The PWS is unacceptable and corrections must be made to protect public health
  - The water sample results are not within the acceptable limits for drinking water. Recommend contacting a PWS contractor to clean/chlorinate system and re-sample.
- The results of the PWS inspection were inconclusive and SCPH recommends further review of the PWS to determine the functionality of the PWS.
- The inspection report indicates that this may be a low yielding well. SCPH recommends that the buyer research how this may impact their water usage.

Other Comments:

Please see inspector's comments regarding the PWS.

### Sewage Treatment System (STS) inspection:

- Per the inspector, the house uses a public sewer system and there is no STS on the property to inspect.
- A STS inspection was not submitted by this company. A different inspector may have submitted an inspection of the STS and a second certificate of transfer review will be issued.

### SCPH Reviewer:

Name: Adam Hocevar

Signature: Adam Hocevar

Date Reviewed: 03 / 27 / 2023

Mailed/Faxed/E-mailed by SCPH Staff on: 03 / 27 / 23  
Initials: AH

# POINT OF SALE INSPECTION REPORT

Sewage Treatment System (STS) and/or Private Water System (PWS) Inspection

Company: Skelley Septic and Well Inspections, LLC  
Inspector Name: Ben Skelley  
Phone Number: 330-267-8485

Private Water Contractor  
• ODH Registration #: 003770  
 Registered Service Provider  
• SCPH Registration #: 807

Buyer's Name: Unknown- KIKO Auction Phone Number: \_\_\_\_\_  
Property Address: 2150 ALBERTSON PKWY City: CUYAHOGA FALLS Zip Code: 44223  
Parcel ID: 3501180 Bedroom #: 4

Date of Inspection: 3-21-23

The property has (mark one of each):

HSTS or  Municipal Sewer  
 PWS or  Public Water

### Inspections Performed

STS Inspection  
 PWS Inspection

### Water Analyses:

Bacteria  
 Nitrate  
 Lead  
 Arsenic

SCPH PWS records were available:  Yes  No

SCPH STS records were available:  Yes  No

If yes, attach the records to this report.

**This report only applies to the date and time the inspection is conducted and does not guarantee the future performance of the system(s) being evaluated. The boxes below only represent the conclusion of the inspector. For details and comments on the system, please be sure to read the entire report. The report is valid for 2 years from the date of the inspection for the buyer listed above.**

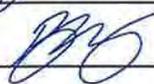
**Based on the information available at the time of the inspection, the STS is:**  N/A

- Acceptable:** STS was not causing a nuisance at the time of the inspection and the house was occupied.
- Unacceptable:** The gray water is not properly routed and must be connected to STS.
- Unacceptable:** STS is causing a nuisance. Contact inspector listed above for further information.
- Unknown:** Inspector was unable to determine if STS is causing a nuisance. See comments for details.

**Based on the information available at the time of the inspection, the PWS is:**  N/A

- Acceptable:** PWS is acceptable for property, however please see comments.
- Unacceptable:** PWS is not acceptable for property. Please see comments.  
 Once an acceptable sample result is received, the PWS will be acceptable.

Inspector's Signature:  Date: 3/21/23

Registered Contractor's Signature:  Date: 3/21/23

Form provided by:

Summit County Public Health

1867 West Market Street ♦ Akron, Ohio 44313-6901  
Phone: (330) 926-5600 ♦ Toll-free: 1 (877) 687-0002 ♦ Fax: (330) 923-6436  
www.scpH.org

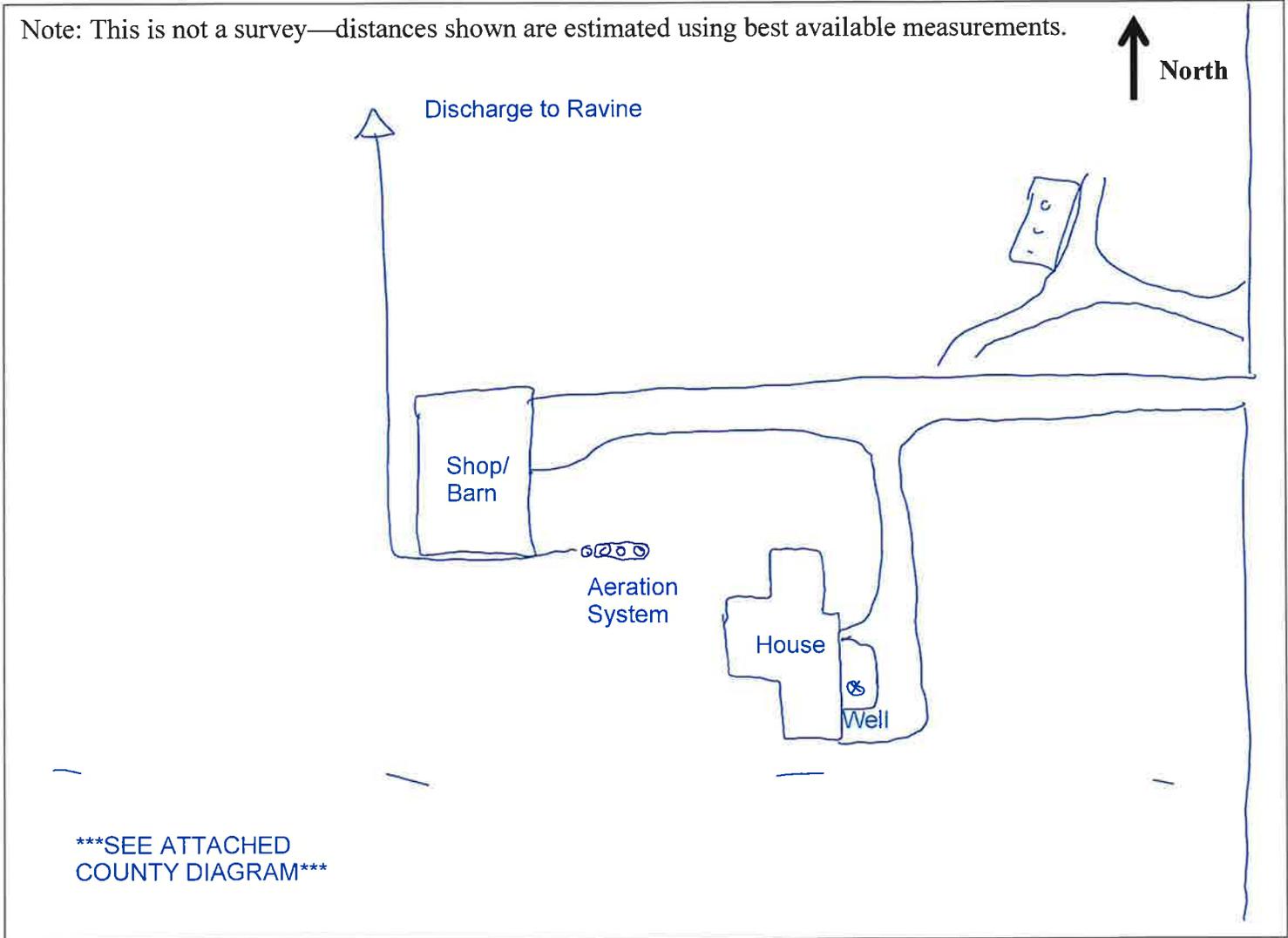
# POINT OF SALE INSPECTION REPORT

Sewage Treatment System (STS) and/or Private Water System (PWS) Inspection

**Property Address:** 2150 ALBERTSON PKWY

1. Complete a diagram of the property including all observed components of the system(s)
2. Fill in the distances on the table for the applicable systems
3. Add other notable features and/or sources of contamination on property on the table

Septic to:	Distance (ft)	Well to:	Distance (ft)
House	40	House	6
Well/water line	100	Septic/sewer line	100
Property Line	100	Property Line	50
Road/Easements	300+	Road/Easements	200+



Inspector's Initials: AS      Date: 3/21/23      Registered Contractor's Initials: \_\_\_\_\_      Date: \_\_\_\_\_  
 (if different than inspector)

# POINT OF SALE INSPECTION REPORT

Sewage Treatment System (STS) and/or Private Water System (PWS) Inspection

STS INSPECTION:  N/A

Property Address: 2150 ALBERTSON PKWY

Year STS was installed: 2012

At inspection, house was  Occupied  Intermittent  Vacant\*

Number of occupants in last 60 days: 0 \*How long house has been vacant: 2 MONTHS

## System Type

- |  |   |   |                                  |
|--|---|---|----------------------------------|
| <input type="checkbox"/> Tile Field          | <input type="checkbox"/> Evapotranspiration | <input type="checkbox"/> Drip Distribution      | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> Leach Well          | <input type="checkbox"/> Mound              | <input type="checkbox"/> Low pressure pipe      |                                  |
| <input type="checkbox"/> Dry Bed/ Leach Area | <input type="checkbox"/> Spray Irrigation   | <input checked="" type="checkbox"/> Discharging |                                  |

Volume of water used during hydraulic loading:  gallons

Septic Tank 1  N/A

Risers to grade (inlet)  Yes  No  Unknown

Level in tank before water use: \_\_\_\_\_

Risers to grade (outlet)  Yes  No  Unknown

Outlet "T" is present  Yes  No  Unknown

Level in tank after water use: \_\_\_\_\_

Baffles are functioning  Yes  No  Unknown

Size: \_\_\_\_\_ Gallons

Septic Tank 2  N/A

Risers to grade (inlet)  Yes  No  Unknown

Level in tank before water use: \_\_\_\_\_

Risers to grade (outlet)  Yes  No  Unknown

Outlet "T" is present  Yes  No  Unknown

Level in tank after water use: \_\_\_\_\_

Baffles are functioning  Yes  No  Unknown

Size: \_\_\_\_\_ Gallons

Aerator  N/A

Risers to grade (inlet)  Yes  No  Unknown

Level in tank before water use: \_\_\_\_\_

Risers to grade (clarifier)  Yes  No  Unknown

2 inches below inlet

Outlet "T" is present  Yes  No  Unknown

Level in tank after water use: \_\_\_\_\_

Manufacturer: AQUASAFE

2 inches below inlet

Date tanks were last pumped: unknown Info provided by:  Health Dept  Owner

Wastewater properly routed:  Yes  No\*  Unknown \*Please see comments

System dye tested:  Yes\*  No \*If yes, where: Toilet

## System Designed to Discharge:

Yes: Location: Ravine

Quality:  Clear  Cloudy  Gray  Black

Sample Collected:  Yes  No

Odor:  None  Musty  Septic

Yes, but not observable due to:  Vacancy/Intermittent Use  Could not locate  Other (see comments)

No / Unknown

Inspector's Initials:  Date: 3/21/23

Registered Contractor's Initials: \_\_\_\_\_ Date: \_\_\_\_\_  
(if different than inspector)

# POINT OF SALE INSPECTION REPORT

## Sewage Treatment System (STS) and/or Private Water System (PWS) Inspection

(STS Inspection continued)

**Property Address:** 2150 ALBERTSON PKWY

Additional comments and observations:

- This system requires the submission of a transfer application (attached) for the Ohio EPA's National Pollutant Discharge Elimination System (NPDES) permit. This permit requires annual sampling and a service contract.
- A variance was granted for this system when it was originally installed. please see attached documentation
- The HSTS is designed to be alternated or diverted. This must be performed every six months
- There were no records and some of the HSTS components could not be evaluated during the inspection

This HSTS was difficult to evaluate due to:

- Vacancy or intermittent Use (a re-inspection is recommended after 60 days of full occupancy)
- Inability to hydraulically load the system
- Snow cover/Dense overgrowth
- Rainfall/snow melt
- Inaccessibility
- Other:

### Comments:

Flow remained constant in and out of the system. Aeration motor running, UV light on, and lift station cycling.

There is an old bathroom in the garage/ outbuilding that does not currently have running water, so it is unknown if this is tied into the septic system or not.

**On average, a septic system properly treats wastewater for about 20 to 25 years before needing to be replaced. Changes in the number of occupants, water usage or the re-routing of plumbing may affect the future performance of the system.**

Inspector's Initials:  Date: 3/21/23 Registered Contractor's Initials: \_\_\_\_\_ Date: \_\_\_\_\_  
(if different than inspector)

# POINT OF SALE INSPECTION REPORT

Sewage Treatment System (STS) and/or Private Water System (PWS) Inspection\*

PWS INSPECTION:  N/A

Property Address: 2150 ALBERTSON PKWY

Year the PWS was constructed: 1968

## PWS Type:

- Drilled well                       Cistern                                       Pond  
 Driven well                       Hauled water storage tank                       Other: \_\_\_\_\_  
 Dug well                               Spring

## Casing Location:

- Outside foundation                       Exposed 15 inches above grade  
 Inside foundation                       Unable to be located  
 Well pit                                       Other (explain): \_\_\_\_\_

## Casing Type:

- Steel                       Plastic                       Other (explain): \_\_\_\_\_  
Casing Length: 118 feet                       Unknown  
Casing Diameter: 5 inches                       Unknown  
Depth of Well: 120 feet                       Unknown

## Well Cap:

- Vermin proof                       Non-vermin proof                       Well Seal                       Unknown  
Electrical conduit seated/sealed in well cap:                       Yes                       No                       N/A  
Visible signs of a non-sealed well cap observed:                       Yes                       No                       N/A

If yes, please explain: \_\_\_\_\_

## Equipment:

Atmospheric storage tanks used:                       Yes                       No  
Number of tanks: 2                      Approximate size: unk Gallons  
Location of Tanks: basement

Type of pump:                       Submersible                       Jet - location \_\_\_\_\_

The PWS appears to be accessible for cleaning with a drilling rig:                       Yes                       No                       Unknown

If no, the reason is: \_\_\_\_\_

The PWS appears to be accessible for chlorination:                       Yes                       No                       Unknown

If no, the reason is: \_\_\_\_\_

Continuous disinfection is used:                       Yes                       No                       N/A

If yes, the type is:                       Chlorine                       UV Light                       Other: \_\_\_\_\_

*Continuous disinfection is required for cisterns, ponds, and springs*

Filtration component is used                       Yes                       No                       N/A                       Unknown

If yes, the type is:                       Cyst Reduction                       Micron filter (Size): \_\_\_\_\_                       Other: softener

*Filtration components designed for cyst reduction are required for springs and cisterns*

Inspector's Initials:  Date: 3/21/23                      Registered Contractor's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

# POINT OF SALE INSPECTION REPORT

## Sewage Treatment System (STS) and/or Private Water System (PWS) Inspection

(PWS Inspection continued)

**Property Address:** 2150 ALBERTSON PKWY

**Roof washers are in place (cisterns only)**     Yes     No     Unknown     N/A

If no, the reason is: \_\_\_\_\_

*Roof washers are only required on cisterns*

**Cistern/ hauled water tanks appear to be watertight and protected from contamination:**     Yes     No     N/A

If no, the reason is: \_\_\_\_\_

<b>Flow Rate (Initial)</b>	<b>Flow Rate (After 30 min)</b>	<b>Location</b>	<b>Pump drew in air/stopped</b>
<u>6</u> gpm	<u>6</u> gpm	<u>tub and utility sink</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Prescreening Results**

Chlorine 0 ppm    Method used strips  
 Nitrate \_\_\_\_\_ ppm    Method used \_\_\_\_\_  
 Hours since water was last used (Lead/Copper) \_\_\_\_\_

**Maximum levels for drinking water**

Total Coliform\* 4.0 CFU/100mL or 4.2 MPN/100mL  
 E. coli: 0.0 CFU/100mL or MPN/100mL  
 Lead: 15.0 ug/L  
 Nitrate: 10.0 mg/L  
 Arsenic: 15.0 ug/L

\*Cisterns, Hauled Water, and springs must be negative for total coliform and E coli

**Laboratory Results**

Sample Type	Collection Date	Location	Result	Conclusion
Total Coliform	3/21/23	Utility Sink	<1	<input checked="" type="checkbox"/> Acceptable <input type="checkbox"/> Unacceptable
E. Coli	3/21/23	Utility Sink	<1	<input checked="" type="checkbox"/> Acceptable <input type="checkbox"/> Unacceptable
				<input type="checkbox"/> Acceptable <input type="checkbox"/> Unacceptable
				<input type="checkbox"/> Acceptable <input type="checkbox"/> Unacceptable
				<input type="checkbox"/> Acceptable <input type="checkbox"/> Unacceptable

*SCPH recommends testing water from a PWS for bacteria annually*

**Inspection comments and additional observations:**

- A variance was granted for this system when it was originally installed. please see attached documentation
- This PWS was difficult to evaluate due to:
  - Lack of records
  - Inaccessibility
  - Unable to run water

**Comments:**

The system has 2 holding tanks in the basement. This could be an indication of a low yielding well.

Both total coliform and e coli results were Acceptable for this test.

Inspector's Initials:     Date: 3/21/23    Registered Contractor's Initials: \_\_\_\_\_    Date: \_\_\_\_\_  
(if different than inspector)



# Canton City Public Health Laboratory

420 Market Ave North, Canton Ohio 44702

www.cantonhealth.org/lab/

Canton City Public Health

## WATER SYSTEM MICROBIOLOGICAL ANALYSIS SAMPLE SUBMISSION REPORT

### Water System Information

Skellew Septic and Well

Water Sample Name

2150 Albertson Pkwy

Address of Sample Tap

C. Falls OH

City, State, Zip

Phone #

Township

### SAMPLE INFORMATION:

#### Sample Type:

- Routine
- Repeat (confirm positive sample compliance)

Original Positive Sample # \_\_\_\_\_

- Coliform Presence/Absence

- Coliform Enumeration

Sample Collection Date: 3-21-23  
mm/dd/yyyy

Sample Collection Time: 4:25 PM  
hh:mm am/pm

Sample Collector Name: Ben Skellew

Sample Collector Phone: 330.267.8485

Sample Tap Location: Utility S. 11

Free Chlorine Residual: -

Total Chlorine Residual: -

### LABORATORY INFORMATION:

Reporting Lab Canton City Public Health

Reporting Lab Certification No.: 755

Lab Sample Number: 51357

#### Comments:

Results to: [skellewsepticandwell@gmail.com](mailto:skellewsepticandwell@gmail.com)

Ohio Dept. of Health regulations stipulate that no more than 4.2 total coliforms / 100 ml. are allowable in a non-public water supply.

### Sample Results:

Analyte	Absent / Negative	Present / Positive	Analysis start date/time	Analysis end date/time	Analytical Lab ID#	Analyst	Method Used
Total Coliform (3100)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>3/22/23</u> <u>1415</u>	<u>3/23/23</u> <u>1415</u>	<u>755</u>	<u>5319</u>	<u>9223</u>
Enumeration	Nº. of positive wells:		<u>0</u>	MPN (colonies/100 ml)	<u>&lt;1</u>		
E. Coli (3014)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>3/22/23</u>	<u>3/23/23</u>	<u>755</u>	<u>5319</u>	<u>9223</u>
Enumeration	Nº. of positive wells:		<u>0</u>	MPN (colonies/100 ml)	<u>&lt;1</u>		

- Instrument Failure

- Lab not certified

- Requester cancelled

- Other (Comments)

- Water System requested

- Lab Error

# WELL LOG AND DRILLING REPORT

ORIGINAL

NO CARBON PAPER  
NECESSARY—  
SELF-TRANSCRIBING

State of Ohio  
DEPARTMENT OF NATURAL RESOURCES  
Division of Water  
65 S. Front St., Rm. 815 Phone (614) 469-2646  
Columbus, Ohio 43215

No. 379554

County SUMMIT Township NORTH HAMPTON Section of Township \_\_\_\_\_  
Owner GEORGE KIRK Address 2150 ALBERTSON PKWY  
Location of property \_\_\_\_\_

### CONSTRUCTION DETAILS

Casing diameter 5 Length of casing 118  
Type of screen DROP #30 Length of screen 3ft  
Type of pump \_\_\_\_\_  
Capacity of pump UP TO 10 GPM  
Depth of pump setting 113 ft  
Date of completion \_\_\_\_\_

### BAILING OR PUMPING TEST (Specify one by circling)

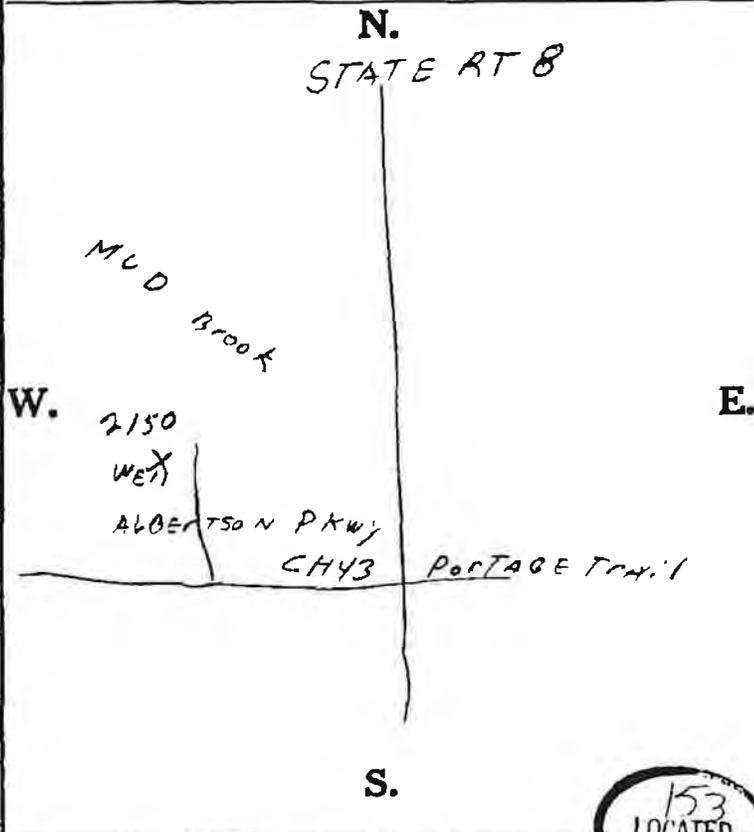
Test Rate 10 G.P.M. Duration of test 1/2 hrs.  
Drawdown 5 ft. Date Sept 9-68  
Static level-depth to water 88 ft.  
Quality (clear, cloudy, taste, odor) CLEAR  
Pump installed by \_\_\_\_\_

### WELL LOG\*

Formations Sandstone, shale, limestone, gravel and clay	From	To
<u>YELLOW CLAY</u>	<u>0 Feet</u>	<u>10 Ft.</u>
<u>BLUE CLAY</u>	<u>10</u>	<u>80</u>
<u>GRAVEL</u>	<u>80</u>	<u>120</u>

### SKETCH SHOWING LOCATION

Locate in reference to numbered  
State Highways, St. Intersections, County roads, etc.



Drilling Firm Philip URBANK  
Address PENINSULA OHIO

Date SEPT 9-68  
Signed Philip URBANK

\*If additional space is needed to complete well log, use next consecutive numbered form.



# Summit County Health District

1100 Graham Road Circle ♦ Stow, OH 44224-2992  
Phone: (330) 926-5600 ♦ Toll-free: 1-877-687-0002 ♦ Fax: (330) 923-6436  
www.schd.org

## SEWAGE TREATMENT SYSTEM INSTALLATION REPORT

- Final Inspection
- Partial Inspection

Address: 2150 Albertson Pkwy.

Political Subdivision: Cuyahoga Falls

Parcel I.D. \_\_\_\_\_

Installer: Jim Congrove

As-Built Submitted: NO \_\_\_ YES X Date: 10-2-2012

Design plan or layout plan submitted by: Jim Congrove

Installation meets design plan/ layout plan guidelines: NO \_\_\_ YES X

The following correction(s) need to be made prior to final approval:  
Please call (330)926-\_\_\_\_\_ for a re-inspection.

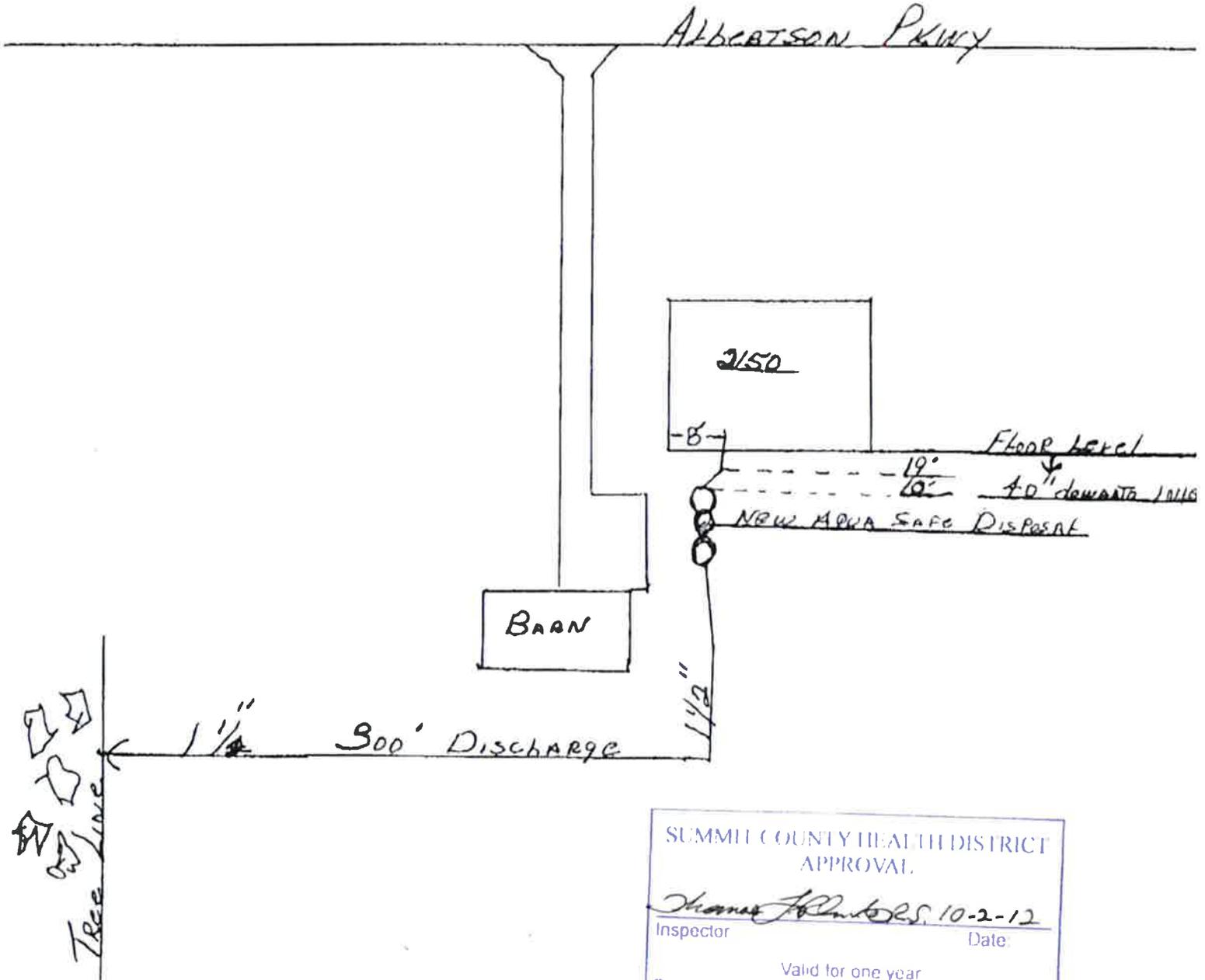
No correction required. Okay to cover.  
(Inspected on 10-1-2012; as-built drawing received  
on 10-2-2012.)

- Verified tank(s) and leaching device levelness.
- Verified proper pipe fall with laser/level/topography.

Approved X Disapproved \_\_\_ Sanitarian: Thomas J. Plante R.S. Date: 10-2-12

# CONGROVE EXCAVATING

4637 Akron-Cleve. Rd.  
Peninsula, OH 44264-9717



SUMMIT COUNTY HEALTH DISTRICT  
APPROVAL

*Thomas J. ...* 10-2-12  
Inspector Date

Valid for one year  
See plan review form for specific terms/limitations

As Built - 10-1-2012



1-T. T. I D.



# Household Sewage Treatment System General NPDES Permit Coverage Transfer Application Form

Division of Surface Water

*Instructions: Submit the completed form below with the original signature of the new homeowner. Send to the following address: Ohio EPA, Division of Surface Water, P.O. Box 1049, Columbus, Ohio 43216-1049. The permit will be transferred to the new homeowner's name and a letter will be sent to the new homeowners.*

### A. Existing Permit Holder Information (Previous Homeowner)

1. Facility Permit Number: \_\_\_\_\_  
2. Previous Homeowner(s) Name: \_\_\_\_\_  
3. Contact Information : \_\_\_\_\_  
4. Mailing Address After Transfer: \_\_\_\_\_

### B. Proposed Permit Holder Information (New Homeowner)

1. New Homeowner(s) Name: \_\_\_\_\_  
2. Phone Number: (    ) - \_\_\_\_\_  
3. Email: \_\_\_\_\_  
4. Property Address \_\_\_\_\_  
5. Mailing Address (if different from property address): \_\_\_\_\_

### Agreement to Transfer Permit

\_\_\_\_\_ as the holder of an NPDES permit which stipulates  
*(Previous Homeowner)*  
responsibility, coverage and liability for operations involving discharges of wastewater from the facility located at  
\_\_\_\_\_ hereby applies for approval of the Director to transfer the permit  
*(Property Address)*  
responsibility, coverage and liability to \_\_\_\_\_  
*(New Homeowner)*  
\_\_\_\_\_ agrees to continue to assume the responsibility for compliance  
*(Previous Homeowner)*  
with all terms, limitations and conditions and any coverage or liability thereunder for a period ending on  
\_\_\_\_\_ as the proposed new permittee, hereby  
*(Date)* *(New Homeowner)*  
agrees to assume the responsibility for compliance with the entirety of the coverage, responsibility and liability of the  
NPDES permit commencing at \_\_\_\_\_  
*(Date)*

**By signing this form, I (transferee), certify and acknowledge that I have read and fully understood terms and conditions of General Permit Number: OHK000003**

*I certify under penalty of law that the information submitted is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

**New Homeowner(s) Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_



# Summit County Public Health

1867 West Market Street ♦ Akron, Ohio 44313-6901  
Phone: (330) 926-5600 ♦ Toll-free: 1 (877) 687-0002 ♦ Fax: (330) 923-6436  
[www.scph.org](http://www.scph.org)

## Operation Permit Maintenance Requirements:

### NPDES

(discharging aerobic treatment system installed after January 1, 2007)

Homes that are not connected to sanitary sewer must have a household sewage treatment system (HSTS). The HSTS gathers all the wastewater from the home and treats it through various methods before returning the water to the environment. Summit County Public Health (SCPH) requires that these HSTS be functioning as designed. When these systems are not functioning properly, they create a public health nuisance and must be repaired or replaced to ensure that the wastewater from the home is adequately treated.

The operation permit program is designed to help ensure that the HSTS in Summit County are functioning properly. To do so, SCPH requires the following services be performed on your septic system:

1. Check sludge levels in trash trap/tank and pump when needed
2. Check fail safe systems where applicable
3. Check aerator, pump, and high water alarm
4. Check UV light or chlorine disinfection to see if functional; refill or replace chlorine or UV bulb as needed
5. Check and clean filters
6. Evaluate final effluent quality to determine if a nuisance is present
7. Comply with all manufacturer requirements for NPDES systems
8. Comply with all EPA permit requirements including sampling of effluent once per year

**Frequency of Service:** Two times per year

**Permit Term:** 1 year

**Permit Renewal Fee:** \$27.00

**PLEASE NOTE: SCPH does not provide these services.  
A registered service provider must perform these services.**

For additional information about the Operation Permit Program or to view a list of registered service providers, please visit the Water Quality page at [www.scph.org](http://www.scph.org) or call 330-926-5600.



# Summit County Public Health

1867 West Market Street ♦ Akron, Ohio 44313-6901  
Phone: (330) 926-5600 ♦ Toll-free: 1 (877) 687-0002 ♦ Fax: (330) 923-6436  
www.scph.org

## NPDES

(discharging aerobic treatment system installed after January 1, 2007)

Wastewater and effluent enter a pre-treatment tank where grease, oils, toilet paper, and other solids and foreign materials are captured. This helps to reduce the amount of solids entering the aerobic chamber. Too many solids can clog the system and cause malfunctions. Next, the wastewater enters the aerobic chamber where air is compressed and forced into the wastewater to increase the growth of beneficial bacteria that consume the solids. However, not all solids are consumed by the bacteria, so the mixture next enters a setting or clarifying chamber where any remaining solids can settle. Next the treated water moves to a pumping chamber where it receives a final treatment of ultraviolet light or chlorine. This is not the same chlorine as you use to shock your pool, but rather a highly concentrated, tablet form of chlorine specifically designed for the treatment of wastewater.





Realtors • Auctioneers • Advisors

Addendum to real estate auction agreement and chattel auction agreement for 2150 Albertson Parkway, auction date April 27, 2023, between seller/owner, The George B. Kirk Living Trust, Nancy Kirk Yeager and George Richard Kirk, co-trustees, and Kiko Agency and Kiko Auctioneers, dated March 5, 2023.

The ownership is actually in the name of Helen H. Kirk, Living Trust, George Richard Kirk successor trustee. (Please see attached documents)

All other terms of the agreements remain the same.

*George Richard Kirk Trustee of The Helen Kirk Living Trust* dotloop verified  
04/07/23 6:13 AM EDT  
CTUG-BRYP-HQRA-WHUC

Seller/Owner

*Randy Compton* dotloop verified  
04/06/23 2:01 PM EDT  
SMDB-SXEK-UXOP-HWKJ

Kiko

CANTON OFFICE | 330-453-9187  
2722 Fulton Dr. NW, Canton, OH 44718

DOVER OFFICE | 330-343-7355  
320 N. Wooster Ave. Ste. D, Dover, OH 44622



EXHIBITH

**KRISTEN M. SCALISE, CPA, CFE**  
**Summit County Fiscal Officer**  
**Consideration: EXEMPT**  
**TRANSFERRED**

**04/05/2023#4753**

By: JLM, Deputy Fiscal Officer  
in compliance with ORC 319.202

Description approved by Tax Maps  
Approval good for 30 days from  
B: NH P: 34

56805567

Page 1 of 3  
Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE  
Recording Fee: \$42.00 Recorded 04/05/2023 09:24:31 AM

**CORRECTIVE AFFIDAVIT OF SUCCESSOR TRUSTEE**  
**O.R.C. 5302.171**

I, George Richard Kirk, after being duly cautioned and sworn states:

1. I am the Successor Trustee of the Helen H. Kirk Living Trust, dated March 8, 1996, and amended on July 20, 2007 and December 15, 2017, which holds title to parcel number 35-01180 in Summit County Ohio. The Affidavit filed at 56795385 was incorrect as Nancy Kirk Yeager is not a Trustee.
2. The Trustee, George B. Kirk Jr., no longer serves due to his death on January 23, 2023.

3. The name and address of all trustees is as follows:

George Richard Kirk  
2771 Norma Street  
Cuyahoga Falls, Ohio 44223

- \*Nancy Kirk Yeager is not and has never been a Trustee of this Trust.
4. The legal description is attached hereto:

Further, affiant sayeth naught.

  
\_\_\_\_\_  
GEORGE RICHARD KIRK

STATE OF OHIO            )  
COUNTY OF SUMMIT    ) ss.

Sworn to before me and subscribed in my presence by **GEORGE**

**RICHARD KIRK**, this 4<sup>th</sup> day of April, 2023.

  
\_\_\_\_\_  
NOTARY PUBLIC

Prepared By:

Susan L. Durr  
Attorney at Law  
2231 Broad Blvd  
Cuyahoga Falls, Ohio 44223



SUSAN L. DURR  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

situated in the City of Cuyahoga Falls, County of Summit and State of Ohio:

PARCEL I: Being a part of Lot #38 in what was formerly Northampton Township and bounded and described as follows, to-wit: Beginning at the southeast corner of said Lot #38; thence S. 89 deg. 08' W. along the south line of said Lot #38, a distance of 600 feet to a point; thence N. 0 deg. 17' W. parallel to the east line of said Lot #38, a distance of 414.50 feet to a point and the true place of beginning for the parcel herein described; thence S. 89 deg. 08' W. parallel to the south line of said Lot #38, a distance of 671.29 feet to a point; thence N. 1 deg. 20' 30" W. a distance of 184.495 feet to a point; thence N. 89 deg. 08' E. parallel to the south line of said Lot #38, a distance of 674.70 feet to a point; thence S. 0 deg. 17' E. parallel to the east line of said Lot #38, a distance of 184.50 feet to the true place of beginning and containing 2.850 acres of land as surveyed by Donald H. Mathews, Registered Surveyor in April, 1966. *q*  
Reserving the right to lay, maintain and repair existing sewer across the property. Also, only one house of not less than (1500) fifteen hundred square feet, excluding garage, can be built on the property. Subject to all applicable zoning ordinances and to restrictions, conditions, reservations, limitations and easements, if any, of record.

PARCEL II: Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio: And known as being part of Lot # 38 in what was formerly Northampton Township and further bounded and described as follows, to-wit: Beginning at a marked stone at the Southeast corner of said Lot #38; thence S. 89 deg. 08' W. along the South line of said Lot #38, a distance of 600 feet to a point; thence N. 0 deg. 17' W. parallel to the East line of said Lot #38, a distance of 599.00 feet to a point and the true place of beginning for the parcel herein described:

Thence S. 89 deg. 08' W. parallel to the South line of said Lot #38, a distance of 674.70 feet to a point in the West line of a 72.94 acre parcel of land deeded to Donald S. Albertson by Gertrude Spielman Strayer, et al., by Warranty Deed recorded in Volume 1935, Page 233 of Summit County Records of Deeds; Thence N. 1 deg. 20' 30" W., along the West line of said 72.94 acre parcel, a distance of 285.01 feet to a point; thence N. 89 deg. 08' E., parallel to the South line of said Lot #38, a distance of 679.96 feet to a point; thence S. 00 deg. 17' E., parallel to the East line of said Lot #38, a distance of 285.01 feet to the true place of beginning and containing 4.432 acres of land as surveyed by Donald H. Mathews, Registered Surveyor, in December, 1964. *q*

Reserving the right to lay, maintain and repair existing sewer across the property. Also, only one house of not less than (1,500) fifteen hundred square feet, excluding garage, can be build on the property. Subject to all applicable zoning ordinances and to restrictions, conditions, reservations, limitations and easements, if any, of record. The Grantee does accept this deed with the understanding that it is not on a public dedicated highway and hereby release the County, Township or any public body from any obligations of providing means of access to this property.

The Grantee does hereby agree that it will not oppose any public improvements for sewer, water or street paving for this area and will pay its proportionate share of any such improvements, also its proportionate share of maintenance of existing right-of-way.

Also known as 2150 Albertson Parkway, Cuyahoga Falls, OH 44223

35-01180

NH 0003402033IHC



2722 Fulton Dr NW  
Canton OH 44718

April 27, 2023

PURCHASE AGREEMENT



1

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **City of Cuyahoga Falls, Summit County, OH**, said premises being known as **approximately 7.282 acres more or less & Mineral Rights and further known as 2150 Albertson Pkwy; Cuyahoga Falls OH 44223 (Parcel #35-01180; 35-06326)** (hereinafter the "Property"). (See attached Exhibit A – Map).

Property to be conveyed as is, but is subject to all zoning laws and ordinances, and all easements, conditions, and restrictions appearing of record for which the purchasers agree to pay the sum of \$ \_\_\_\_\_

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

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

**CONVEYANCE & EVIDENCE OF TITLE:** Seller, through Seller's title agency or attorney, shall provide to Buyer a title insurance commitment for an Owner's Policy of title insurance in the amount of the purchase price. Seller shall pay for the cost of the title search and the parties shall share equally the cost of the evidence of title; including but not limited to owner's title insurance premium, policy commitment and escrow fee. Location survey, lender's policy, title policy endorsements(s) and recording fees to be paid by Buyer. Deed preparation and county conveyance fee to be paid by Seller. Seller shall convey the premises by warranty deed or **fiduciary deed where applicable**, free of dower, liens, or encumbrances, except as specified herein and the entire transaction shall be completed on or before **June 12, 2023** or as soon as title work is completed. If estate or bankruptcy sale, it shall be subject to any necessary Court approval.

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

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

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

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

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

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

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

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

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

**All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. Limited domestic gas usage per gas lease terms of record to transfer. See attached Ex B See copy of Title Insurance Policy dated 2/21/23. See attached Ex C Residential Property Disclosure Exemption Form. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex F Lead Based Paint Disclosure Form. See attached Ex G Well/septic report. Any upgrades, repairs, etc required by Summit County Health Department re: well/septic are buyers obligation & expense. See attached Ex H Addendum. Any city/county code requirements are buyer's obligation and expense. Any miscellaneous debris remaining after closing to transfer with real estate.**

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

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

_____	_____	<u>4/27/2023</u>
Witness	Buyer	Date
_____	_____	<u>4/27/2023</u>
Witness	Buyer	Date
_____	_____	<u>4/27/2023</u>
Witness	Seller	Date
_____	_____	<u>4/27/2023</u>
Witness	Seller	Date

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

_____	<u>4/27/2023</u>	_____	<u>4/27/2023</u>
Buyer	Date	Seller	Date

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

Selling Realtor <b>Richard T. Kiko Agency, Inc.</b>	Consumer Guide	<input type="checkbox"/> Yes <input type="checkbox"/> No
Salesman _____	Agency Disclosure Form Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Property Information Check List Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Lead Base Paint Disclosure Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No