

Data For Parcel 330090000199

Base Data

Parcel:	330090000199
Owner:	HUNTINGTON NATIONAL BANK,
Address:	2257 FORMAN



Mailing Address

Mailing Name:	HUNTINGTON NATIONAL BANK
Address:	2361 MORSE RD
City State Zip:	COLUMBUS OH 43229

Geographic

City:	UNINCORPORATED
Township:	MORGAN TOWNSHIP
School District:	JEFFERSON AREA LOCAL SCHOOL DISTRICT

Mortgage Code

Code:	102
Description:	CORELOGIC

Legal

Neighborhood:	42500	Legal Acres:	21.042
Map Number:	009-00-001-99	Land Use:	(101)
Legal Description:	57,67, & 77	Range Township Section:	0-1E-0
CAUV # 3089 DENIED PER 2009 AUDIT			

Valuation

	Appraised	Assessed (35%)
Land Value:	\$62,800.00	\$21,980.00
Building Value:	\$100,300.00	\$35,110.00
Total Value:	\$163,100.00	\$57,090.00
CAUV Value:	\$0.00	
Taxable Value:	\$57,090.00	

Tax Credits

2.5% Homesite Rollback:	NO
Homestead Reduction:	NO

Data For Parcel 330090000199

Tax Data

Parcel: 330090000199
 Owner: HUNTINGTON NATIONAL BANK,
 Address: 2257 FORMAN



View and Print Tax Bill
 Estimate taxes with the **Tax Estimator**

Change Tax Year: 2012

Tax Rates

Full Tax Rate	82.59
Effective Tax Rate	51.403

Tax Classification Property Class is used for tax calculation purposes only. It is not related to zoning or permitted use.

Property Class	AGRICULTURE
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Property Tax

	Tax Year 2012 Payable 2013	
	First Half	Second Half
Gross Charge:	\$2,357.56	\$2,357.56
Reduction Factor:	(\$890.26)	(\$890.26)
10% Rollback:	(\$146.73)	(\$146.73)
2.5% Homestead Rollback:	\$0.00	\$0.00
Homestead Reduction:	\$0.00	\$0.00
Special Assessments:	\$349.02	\$349.02
CAUV Recoupment:	\$0.00	\$0.00
Subtotals:	\$1,669.59	\$1,669.59
Prior Charges:	\$1,346.53	
Interest:	\$0.00	
Penalties:	\$134.66	
Full Year Total:	\$6,166.90	
Payments Applied:	(\$3,887.27)	
Other Credits:	\$0.00	
Half Year Due:	\$610.04	

Full Year Due:	\$2,279.63
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Special Assessments

Assessment:	1 of 2		
Project Number:	19005	Project Name:	9-1-1 EMERGENCY TELEPHONE
Amount Charged:	\$4.50		

Payments Applied

Date	Amount
1/4/2013	(\$1,059.55)
9/20/2012	(\$1,481.19)
2/15/2012	(\$1,346.53)

CAMA database last updated 1/9/2013 11:10:46 PM.

Dawn M. Cragon, Ashtabula County Treasurer

25 WEST JEFFERSON STREET
 JEFFERSON, OH 44047
 PHONE (440) 576-3727 FAX (440) 576-3221

REAL PROPERTY
 1ST HALF 2012
 Due 02/20/2013

PARCEL LOCATION: 2257 FORMAN RD		PARCEL ID: 330090000199	
HUNTINGTON NATIONAL BANK 2361 MORSE RD COLUMBUS OH 43229		TAX DISTRICT: 33 - MORGAN TWP-JEFFERSON AREA LSD OWNER NAME: HUNTINGTON NATIONAL BANK STUB: 610638 LEGAL: 57,67, & 77 / CAUV # 3089 DENIED PER / 2009 AUDIT	
Acres 21.0420 Class A Land Use Code 101	APPRAISED VALUE Land \$62,800.00 Building \$100,300.00 Total \$163,100.00		Gross Tax Rate 82.590000 Reduction Factor 0.377613 Effective Tax Rate 51.402964
CURRENT TAX DISTRIBUTION		TAX VALUES	
Ashtabula County \$462.23 Jefferson Area Lsd \$1,484.29 A-Tech \$125.85 Morgan Twp \$143.48 Morgan Twp Exc Roam Sh Cp & Rck Cr \$312.95 South Central Ambulance District \$112.34		TAXABLE VALUE Land \$21,980.00 Building \$35,110.00 Total \$57,090.00	
Special Assessment \$698.04 Total \$3,339.18		HOMESTEAD \$0.00 CAUV VALUE \$0.00	Gross Taxes \$4,715.12 Reduction Factor (\$1,780.52) Subtotal \$2,934.60 10% Rollback (\$293.46) 2.5% Homestead Rollback \$0.00 Homestead Reduction \$0.00 CAUV Recoupment \$0.00 Farm Rollback \$0.00 Current Net Taxes \$2,641.14 Current Assessments \$698.04 Full Year Taxes + Asmts \$3,339.18 Half Year Taxes + Asmts \$1,669.59 Penalties \$134.66 Interest \$0.00 Adjustments \$0.00 Delinquent General Taxes \$1,344.28 Delinquent Assessments \$2.25
		AVOID A 10% PENALTY 02/20/2013 If you need a stamped receipt, return entire bill with a self-addressed stamped envelope; otherwise no receipt will be returned. YOUR CANCELED CHECK IS A VALID RECEIPT	
Certified Year: Mortgage Code: 102 - CORELOGIC Return bottom portion with payment.		TOTAL TAXES \$4,820.37 PAYMENTS \$2,540.74 OTHER CREDITS \$0.00 HALF YEAR DUE \$610.04 FULL YEAR DUE \$2,279.63 TaxBill prepared on: 1/10/2013	

DAWN M. CRAGON, Ashtabula County Treasurer

25 WEST JEFFERSON STREET
 JEFFERSON, OH 44047
 PHONE (440) 576-3727 FAX (440) 576-3221

REAL PROPERTY
 1ST HALF 2012
 DUE 02/20/2013

OWNER: HUNTINGTON NATIONAL BANK	MAKE CHECK PAYABLE TO DAWN M. CRAGON, ASHTABULA CO. TREASURER	
PARCEL LOC: 2257 FORMAN RD	PARCEL ID: 330090000199 Stub # 610638 	
TAXBILL PRINTED ON: 1/10/2013	PAY THIS AMOUNT	
CERTIFIED YEAR:	HALF YEAR: \$610.04	
MORTGAGE CODE: 102 - CORELOGIC	FULL YEAR: \$2,279.63	



Doc ID: 002514590004 Type: G/I
 Kind: SHERIFF DEED
 Recorded: 09/25/2012 at 03:41:08 PM
 Receipt#: 2012-00009768
 Fee Amt: \$44.00 Page 1 of 4
 Ashtabula County, Ohio
 Victoria A. Dreesnek Recorder
 File# 2012-00010768

BK 526 PG 53-56

Handwritten initials: "A" and "A"

SHERIFF'S DEED

Rev. Code Sec. 2329.36

I, William R. Johnson, Sheriff of Ashtabula County, Ohio, pursuant to Order of Sale dated February 15, 2012, Confirmation of Sale entered August 22, 2012 and in consideration of the sum of \$50,000.00, the receipt of which is hereby acknowledged, do hereby **GRANT, SELL AND CONVEY**, unto The Huntington National Bank, all the right, title and interest of the parties in Court of Common Pleas, Ashtabula County, Ohio, Case No. 2011 CV 00292, THE HUNTINGTON NATIONAL BANK, SUCCESSOR BY MERGER TO SKY BANK, SUCCESSOR BY MERGER TO GREAT LAKES BANK vs. STEVEN D. BADALAMENTI, et al, and all pleadings therein incorporated herein by reference in and to the following Lands and Tenements situated in the County of Ashtabula and State of Ohio, known and described as follows, to-wit:

(See Attached Legal Description)

Premises commonly known as: 2257 Forman Road, Morgan Township, OH 44084

Tax mailing address: 2361 Morse Road, Location NC2W42
 Columbus, OH 43229

This deed does not reflect any restrictions, conditions or easements of record.

WELTMAN WEINBERG & REIS
 323 W LAKESIDE AVE STE 200
 CLEVELAND, OH 44113-9978

Handwritten initials: "LH"

Prior Owner: Steven D. Badalamenti
Permanent Parcel No. 330090000199
Prior Instrument Reference: OR Book 153, Page 1096

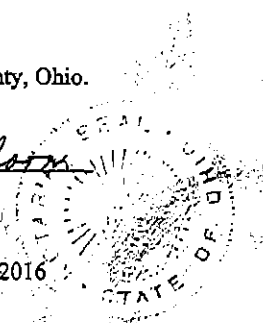
Executed this 19TH day of September, 2012.

William R. Johnson
William R. Johnson,
Sheriff of Ashtabula County, Ohio

STATE OF OHIO)
) SS:
COUNTY OF ASHTABULA)

The foregoing instrument was acknowledged before me this 19TH day of
September, 2012, by William R. Johnson, Sheriff of Ashtabula County, Ohio.

Pamela J. Bloom
Pamela J. Bloom, Notary
Residence Co. - Ashtabula
State of Ohio
My Commission Exp. 3/29/2016



PREPARED BY: Weltman, Weinberg & Reis, Co, LPA/ wli/10063646

LEGAL DESCRIPTION

X Situated in the Township of Morgan, County of Ashtabula and State of Ohio, known as being a part of Original Morgan Township lot Number 57, also known as being part of Range IV, Township 10 of the Connecticut Western Reserve, and is further bounded and described as follows:

Beginning at a point in the centerline of Forman Road (County Road No. 112, 66 feet wide) at the Northeasterly corner of Morgan Township Lot Number 57, it also being the Southeasterly corner of a 40 acre parcel of land conveyed to B. & J. Brand by Ashtabula County Deed Records, Volume 797, Page 338, said point being the following courses and distances, as measured along said centerline, from a 1 inch diameter iron pin monument found at the intersection of the centerlines of Tische Road (Road Number 115, 66 feet wide) and Forman Road;

Due North, a distance of 1282.60 feet to a 5/8 inch diameter iron pin monument found, and a deflection point, North 0° 41' 37" East, a distance of 2753.95 feet to a deflection point, and North 0° 18' 23" West, a distance of 956.36 feet;

Thence, South 0° 18' 23" East, along Forman Road centerline, a distance of 768.18 feet to a point;

Thence, North 89° 35' 30" West, a distance of 1200.00 feet to a 1/2 inch diameter iron rebar set (capped "Peter 6420"), and passing thru a capped 1/2 inch diameter iron rebar set in the Westerly Right of Way of said Forman Road;

Thence, North 0° 41' 37" East, a distance of 768.13 feet to a capped 1/2 inch diameter iron rebar set in said Brand's Southerly line, the Northerly line of said Lot No. 57;

Thence, South 89° 35' 30" East, along said lot line and Brand's Southerly line, a distance of 1186.59 feet to a point in the centerline of Forman Road and to the place of beginning, passing thru a capped 1/2 inch diameter iron rebar found capped "Daniels" in the Westerly Right of Way of said Road and containing within said described boundaries, 21.0422 acres of land, be the same more or less, but is subject to all legal highways.

All bearings used and shown herein are to an assumed meridian and are used to represent angular measurement only.

All iron pins set are 1/2 inch diameter iron rebar capped "Peter 6420"

This being part of the lands previously conveyed to J.J. Detweiler Enterprises Inc. by Ashtabula County Deed Records, Volume 110, Page 8359 and is pursuant to a survey made in April of 1999 and description made in July of 2000 by James M. Peter, Ohio Registration Number 6420.

Property Address: 2257 Forman Road, Morgan Township, OH 44084
PPN: 330090000199

Prior Deed Reference: Deed from J.J. Detweiler Enterprises, Inc., to Steven D. Badalamenti,
filed March 16, 2001, in OR Book 152, Page 1131 of Ashtabula County Records. X

Case No.: 2011 CV 00292

DESCRIPTION ACCEPTABLE
ASHTABULA COUNTY ENGINEER
By TM Date 12-15-11

TRANSFERRED
Auditor, Ashtabula County, Ohio

SEP 20 2012 .50

Roger A. Lobst, CPA

In compliance with Sec. 319.202
R.C. and Sec. (F) 319.54 R.C.
effective January 1st, 1968 *
\$50,000.00

STANDARD TITLE AGENCY, INC.
ORDER NO. 18055

200100004421
Filed for Record in
ASHTABULA COUNTY, OHIO
JUDITH A BARTA
03-16-2001 03:40 PM.
RD 26.00
DR Book 152 Page 1126 - 1130

200100004421 ✓
STANDARD TITLE
PICK UP

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS

THAT, J. J. DETWEILER ENTERPRISES, INC., a corporation under the laws of the State of Ohio, the Grantor, for the consideration of Ten and 00/100 Dollars, (\$10.00), received to its full satisfaction of, STEVEN D. BADALAMENTI, an unmarried man, whose tax mailing address will be 6260 Campbell Road, Mentor, Ohio, 44060 does GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, his heirs and assigns, the following described premises situated in the Township of Morgan, County of Ashtabula, and State of Ohio:

As Recd
Instrument
200100005064

TRACT # 1-2 - 21.0422 ACRES

SEE DESCRIPTION (ATTACHED HERETO AS EXHIBIT "A")

PRIOR DEED VOLUME 142, PAGE 999 0119
PARCEL # 33-009-00-001-99
PERMANENT PARCEL #33-009-00-001-99

* BADALAMENTI

X This Warranty Deed is being re-recorded to correct spelling of Grantee.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereunto belonging unto the said Grantee, his heirs and assigns forever. And the said Grantor does for itself and its successors and assigns covenant with the said Grantee, his heirs and assigns, that at and until the ensueing of these presents it is well seized of the above described premises as a good and indefeasible estate in FEE SIMPLE, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all encumbrances whatsoever except subject to easements, mineral leases, zoning and allotment restrictions and all other restrictions of record. See EXHIBIT "B" attached hereto and made a part hereof. Seller hereby reserves the right for itself, its successors and assigns, of an area forty feet wide along the total frontage of the above described premises for the purpose of installation and maintenance of any public utility lines, specifically including but not limited to gas and/or electrical lines. Seller retains the right to royalties from mineral, oil and gas leases on existing wells.

And that it will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging to the said Grantee, its heirs and assigns, forever, against all lawful claims and demands whatsoever.

TRANSFERRED
Auditor, Ashtabula County, Ohio
MAR 16 2001
Sandra O'Brien

In compliance with Sec. 319.202
R.C. and Sec. (F) 319.54 R.C.
effective January 1st, 1968. \$59900

TRANSFERRED
Auditor, Ashtabula County, Ohio
MAR 27 2001 .50

In compliance with Sec. 319.202
R.C. and Sec. (F) 319.54 R.C.
effective January 1st, 1968 N.Y.

Sandra O'Brien

STANDARD TITLE AGENCY, INC.
ORDER NO. 18055



Jim Peter Land Survey
4759 Crazy Cook Rd. Mason, Ohio 44135 (440) 294-2127

25 July, 2000

Page 1 of 2
Job Number: 990401-1-2

THE PROPERTY OF
J. J. DETWEILER ENTERPRISES, INC.
PARCEL NUMBER 1-2

SITUATED IN THE TOWNSHIP OF MORGAN, COUNTY OF ASHTABULA, AND STATE OF OHIO, KNOWN AS BEING A PART OF ORIGINAL MORGAN TOWNSHIP LOT NUMBER 57, ALSO KNOWN AS BEING A PART OF RANGE IV, TOWNSHIP 10, OF THE CONNECTICUT WESTERN RESERVE, AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

Beginning at a point in the centerline of Forman Road (County Road No. 112, 66 feet wide) at the northeasterly corner of Morgan Township Lot Number 57, it also being the southeasterly corner of a 40 acre parcel of land conveyed to B. & J. Brand by Ashtabula County Deed records, Volume 797, Page 338, said point being the following courses and distances, as measured along said centerline, from a 1 inch diameter iron pin monument found at the intersection of the centerlines of Tische Road (Road Number 115, 66 feet wide) and Forman Road;

Due North, a distance of 1282.60 feet to a 5/8 inch dia. iron pin monument found, and a deflection point,
North 0° 41' 37" East, a distance of 2753.95 feet to a deflection point,
and North 0° 18' 23" West, a distance of 956.36 feet;

Thence, South 0° 18' 23" East, along Forman Road centerline, a distance of 768.18 feet to a point;

Thence, North 89° 35' 30" West, a distance of 1200.00 feet to a 1/2 inch diameter iron rebar set (capped "PETER 6420), and passing thru a capped 1/2 inch diameter iron rebar set in the westerly Right of Way of said Forman Road;

Thence, North 0° 41' 37" East, a distance of 768.13 feet to a capped 1/2 inch diameter iron rebar set in said Brand's southerly line, the northerly line of said Lot No. 57;



Jim Peter Land Survey
4739 Cuddy Creek Rd. Ross, Ohio 44085 (440) 294-2187

25 July, 2000

Page 2 of 2
Job Number 990401-1-2

THE PROPERTY OF
L.J. DETWEILER ENTERPRISES INC.
PARCEL NUMBER 1-2

Thence, South 89° 35' 30" East, along said lot line and Brand's southerly line, a distance of 1186.59 feet to a point in the centerline of Foxman road and to the Place of Beginning, passing thru a capped 1/2 inch diameter iron rebar found capped "Daniels" in the westerly Right of Way of said road and containing within said described boundaries, 21.0422 Acres of Land, be the same more or less, but is subject to all legal highways.

All bearings used and shown herein are to an assumed meridian and are used to represent angular measurement only.

All iron pins set are 1/2 inch diameter iron rebar capped "PETER 6420".

This being a part of the lands previously conveyed to J. J. Detweiler Enterprises Inc. by Ashtabula County Deed Records, Volume 110, Page 8359, and is pursuant to a survey made in April of 1999 and description made in July of 2000 by James M. Peter, Ohio Registration Number 6420.

DESCRIPTION ACCEPTABLE
ASHTABULA COUNTY ENGINEER
By JM Date 7-16-01
pg. 9 1-99



James M. Peter
James M. Peter
Registered Land Surveyor - 6420

EXHIBIT "B"
Morgan Farm
Morgan Township, Ashabula County, Ohio

1. No inoperative or unlicensed vehicles may be placed or stored on said property. No accumulation of discarded personal effects, debris, waste, garbage or any unsightly objects or matter will be permitted on property.
2. That said property will be used for residential and farming purposes and conform to local zoning regulations.
3. Buyer will keep the property in a clean sanitary and sightly condition and in compliance with all laws or regulations imposed by any governmental authority having jurisdiction over any property for the care, safety, health and upkeep of real estate.
4. That buyer will not nor will buyer permit the storage of refuse, trash or hazardous materials on said property nor may the property be used as a dump or landfill site.
5. Any residence erected on the property shall have the exterior completed within 6 months. The exterior must be constructed with new material.
6. Before occupancy of any house or manufactured house, a sewage disposal system shall be installed in conformity with the minimum standards required by the County Board of Health.
7. Mobile homes ~~XX~~ may _____ may not be permitted. If permitted, must not be more than ten (10) years old at the time of placement and a minimum of 14'x 70' in size. Wheels must be removed and new mobile home type skirting must be installed at time of placement.
8. Camper units will not be used as a residence, either temporary or permanent. No temporary house, tent, camper, school bus or recreational vehicle shall be used as a residence.
9. Where protective covenants and County or Township zoning ordinances are in conflict, the stricter requirement will prevail.
10. Invalidatation of any of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.
11. The purchasers of this property, for themselves, their heirs and assigns, by the acceptance of the conveyance of this property, agree to be bound by the covenants contained herein and are the primary enforcers of these covenants.

IN WITNESS WHEREOF, said corporation set its hand and corporate seal, by JOSEPH J. DETWEILER, its President, this 13th day of March, 2001.

Signed and acknowledged in
The presence of:

J. J. DETWEILER ENTERPRISES, INC.

Cheeryl McDonald
Cheeryl McDonald
Tina M Kelly
Tina M Kelly

BY: *Joseph J. Detweiler*
JOSEPH J. DETWEILER, PRESIDENT

STATE OF OHIO COUNTY OF STARK SS.

BEFORE ME, a Notary Public in and for said County, personally appeared the above named J. J. DETWEILER ENTERPRISES, INC., by JOSEPH J. DETWEILER, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Uniontown, Ohio this 13th day of March, 2001.

Cheeryl McDonald
NOTARY PUBLIC
CHERYL DETWEILER McDONALD, Notary Public
Residence - Stark County, Ohio
State Wide Jurisdiction, Ohio
My Commission Expires June 30, 2002

This instrument prepared by J. J. DETWEILER ENTERPRISES, INC.

Record
200100005064
Filed for Record in
ASHTABULA COUNTY, OHIO
JUDITH A BARTA
03-27-2001 02:56 PM
MO 26.00
OR Book 153 Page 1096 - 1100

200100005064
STANDARD TITLE
PICK UP

Smith & Wesson Pyrotechnics, Inc.

0841

OIL AND GAS LEASE AGREEMENT

Agreement: Made and entered into the twentieth day of March 1970 by and between Smith & Wesson Pyrotechnics, Inc., a Delaware Corporation located at 2100 Roosevelt Avenue, Springfield, Massachusetts, herein after called lessor (whether one or more), and National Petroleum Corporation, an Ohio Corporation having a place of business at 4770 Indianola Avenue, Columbus, Ohio hereinafter called lessee:

Witnesseth: that the said lessor, for and in consideration of \$591.75 Dollars to be paid by lessee upon execution of this lease, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines to produce said products, all that certain tract of land situate in the Township of Morgan, County of Ashtabula, State of Ohio, described as follows, to wit:

All of farm lot #57 and part of farm lot #67 bounded as follows:

- On the North by Casper Spalony
- On the East by Forman Road
- On the South by Smith & Wesson, Inc.
- On the West by the East-Line on the Right of Way of the Pittsburgh, Youngstown & Ashtabula Railroad but excepting therefrom one (1) acre out of the southeast corner of said lot #67

of Section _____ Township _____ Range _____

and containing for rental purposes 197.25 acres

EXTENSION OF LEASE SEE LEASE NO. 82781

more or less.

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

This instrument was prepared by lessor.

For reference purposes only, it is stated that the lessor claims title to the leased land by or through instrument recorded in Volume 673 at page 482-5 of the County Recorder's office.

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

In consideration of the premises the lessee covenants and agrees:

1st. To deliver to the creditor of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal twenty/one-hundredths (20/100) (20%) part of all oil produced and saved from the leased premises.

2nd. To pay lessor twenty/one-hundredths (20/100) of the gross proceeds each year payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of twenty/one-hundredths (20/100), payable monthly at the prevailing market rate for gas. Where such gas is not sold or used for a period

of one year, lessee shall pay or tender as royalty an amount equal to three dollars (\$3.00) per acre, payable annually at the end of each year during which such gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as producing property under the above paragraph setting forth the primary term hereof. The shut-in gas provision of this lease shall only be applicable to maintain the lease in force for a period of three years after the expiration of the primary term only if the well or wells are capable of producing gas in paying quantities, and only as to the lands in this lease located within the development unit upon which the well or wells are located. Lessor is to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of twenty-one hundredths (20/100) of the proceeds, payable monthly at the prevailing market rate at the mouth of the well.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the primary term, this lease shall terminate as to both parties.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipeline below plow depth. No well shall be drilled nearer than 300 feet to the house or barn or other building now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee agrees to indemnify and hold harmless lessor, its officers, agents, employees and representatives from and against any and all loss, cost, expense, damage, liability or claims for injury to or death of persons, or property damage to or destruction or loss of property, including without limitation, loss of use thereof, and/or consequential or secondary damages arising therefrom, arising out of oil and/or gas development and production or related activities under this lease and including without limitation any such injury, death, damage, destruction or loss caused by the activities of Lake Erie or Smith & Wesson Pyrotechnics in carrying out their businesses whether or not due to the negligence. Prior to the commencement of oil and/or gas development activities hereunder, lessee agrees to provide a Certificate of Insurance with lessor as named insured on liability policies having at least \$1,000,000/5,000,000 bodily injury coverage and at least \$1,000,000 property damage.

For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to

lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessor shall participate in the twenty/one-hundredths (20/100) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed. Upon the pooling of less than all of the leased land as above provided, this lease shall be severed and shall be considered as separate and distinct leases on separately pooled acreage and on unpooled acreage, as the case may be, and the term of this lease and all rights and obligations of lessee under this lease shall apply separately to separately pooled acreage and to unpooled acreage under this lease. Any act or obligation required by this lease to be performed or fulfilled by lessee with respect to the leased land included in any such operating unit shall be deemed fully performed, fulfilled and effective by the performance or fulfillment of such act or obligation upon or with respect to any part of such operating unit. Any part of the leased land not pooled into an operating unit shall be and remain subject

to the terms and conditions of this lease unaffected by the pooling of any other part or parts of the leased land or by operations in any such operating unit.

Within ninety (90) days after the termination of this lease for any cause as to all or any portion of the leased premises, lessee shall remove from such portion of the leased premises as to which this lease shall be so terminated any and all surface equipment which it may have placed thereon and shall reasonably restore the premises to the condition existing as of the date of the execution of this lease.

Within ninety (90) days after completion of drilling on any well, lessee shall reasonably restore the premises and remove any unsightly condition created during drilling operations.

Lessee agrees not to drill any well nearer than 700 feet to any lot line and lessor shall have the right to approve drill sight on tract (s) 57 and 67 covered by this lease.

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

If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed -- the covenants hereof shall extend to their heirs, executives, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as part or as to parts of the above described

lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

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

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire lease acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the


consolidated tract as one lease, this paragraph shall be in-operative as to such portion so consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

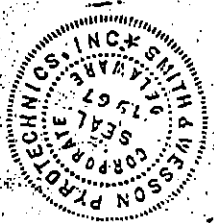
Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment, by lessor, and be subrogated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

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

In testimony whereof the parties hereto have caused this lease agreement to be executed by their duly authorized officers:

NATIONAL PETROLEUM CORPORATION
By John C. Haubert
Title President
Date March 30, 1970


W. B. Kresquit
Secretary



Smith & Wesson Pyrotechnics, Inc.

By William G. Gunn

Title President

(CORPORATE SEAL)

Attest: Guenter W. Bachmann
Secretary

ACKNOWLEDGMENT

State of Massachusetts)
County of Hampden) ss

Before me, a Notary Public in and for said county,
personally appeared William G. Gunn and Guenter W. Bachmann,
known to me to be persons who, as president and
secretary, respectively, of Smith & Wesson Pyrotechnics,
the corporation which executed the foregoing
instrument, signed the same, and acknowledged to me that
they did so sign said instrument in the name and upon
behalf of said corporation as such officers, respectively,
that the same is their free act and deed as such officers,
respectively, and the free and corporate act and deed of
said corporation; that they were duly authorized thereunto
by its board of directors; and that the seal affixed to
said instrument is the corporate seal of said corporation.
In testimony whereof, I have hereunto subscribed my name,
and affixed my official seal at

this 26th day of March, 1970.

Paul Joseph Robinson
Notary Public

Hampden County

My Commission Expires October 29, 1971

Acting in Hampden County Massachusetts



202218

APR 9 9 55 AM '70

PAUL E. HAKALA
RECORDER
ASHTABULA COUNTY

Received for Record April 9,
1970 at 9:55 A. M.
Recorded April 10, 1970 in
Ashtabula County Records
of Leases
Vol 78, Page 217

Paul E. Hakala, Recorder

Fees \$10.00

78-225

PIPELINE RIGHT OF WAY

vt. 074 mt1834

05097

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged, and the further consideration of --0-- Dollar(s) per line rod, to be paid before such grant shall be used or occupied.

SPOTGALLANT MANAGEMENT CO., AN OHIO CORP., FOREMAN RD., JEFFERSON, OHIO 44047

hereinafter called the Grantor, does hereby grant to GROUP MAINTENANCE INC., 3288 RT. 46, JEFFERSON, OHIO 44047

hereinafter called the Grantee, his heirs and assigns, the right to lay pipelines over and through the premises hereinafter described and to maintain, operate, repair, replace and remove same, together with valves and other necessary appurtenances, on lands situated in MORGAN Township, ASHTABULA County, and State of OHIO and bounded and described as follows:

- On the North by lands of: SPOTGALLANT MANAGEMENT
On the East by lands of: DONALD DIETRICH
On the South by lands of: GLADYS BEAN
On the West by lands of: SPOTGALLANT MANAGEMENT

Said lands being in Lot/Section No. 68/78 and containing 173 acres, more or less.

Grantor does hereby warrant and agree to defend the title to the land herein described, and further agrees that he, his heirs, successors, or assigns.

Grantor also grants the right to install, maintain, operate, repair, replace and remove meters for measurement of gas from adjoining and adjacent lands.

With the right of ingress and egress to and from the same: the said Grantor to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee. Said pipe to be buried so as not to interfere with the cultivation of the land, and said Grantee to pay any damages which may arise to crops and fences from the laying, maintaining, operating and final removing of said pipelines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors, their heirs or assigns, one by the Grantee or its assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands this 22 day of MARCH, 1997

Signed and acknowledged in the presence of:
X [Signature] Spotgallant Mgmt. W.L. Mako - President
[Signature] Group Maintenance D. Emanuel - Gen Mgr
[Signature] witness

State of Ohio
County of Ashabula

personally appeared before me, a Notary Public in and for said County and State, Bill Mako who acknowledged the signing of the foregoing instrument to be voluntary act and deed for the uses and purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my seal this 29th day of March, 1997

[Signature] Notary Public

PREPARED BY: D. Emanuel/Gen Mgr
Group Maintenance
3288 Rt. 46
Jefferson, Ohio 44047
(216) 294-2005

RECORDED: APR 6 1994

RECEIVED

APR 6 9 48 AM '94
MARIA E. ROUSEY
REGISTRAR
ASHTABULA COUNTY
OHIO

Ashtabula

