

TRANSFERRED

OCT 21 1986

*James P. Leil*  
County Auditor, Fairfield County, Ohio

REAL ESTATE COMMISSION

Fee \$ 6.00

Exempt # \_\_\_\_\_

*James P. Leil*  
Auditor, Fairfield County, Ohio

General  
Warranty  
Deed

FROM

Milton H. Watson

TO

Esther I. Watson

*Eileen H. Ackley*

RECEIVED in Fairfield County, Ohio  
at 10:28 O'CLOCK A.M.  
RECORDED OCT 28 1986  
RECORD VOL. 545 PAGE 943  
OCT 21 1986  
*10/21*  
*10/21*  
*James Wood*  
Recorder = Fairfield County, Ohio

18-16-29



Copy  
Chas. Reimer  
Bottomlet  
Alma  
F. Taylor

RIGHT OF WAY

For and in Consideration of One Dollar to them in hand paid, receipt of which is hereby acknowledged, and the further consideration of \$1000.00 per lineal rod, to be paid when such grant shall be used or occupied

Frank C. Miller and Stella G. Miller  
Husband and Wife

(hereinafter called the Grantor.S) do hereby grant to THE OHIO FUEL GAS COMPANY (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace and remove same, together with valves and other necessary appurtenances on lands in Lot Walnut Township,

Fairfield County, Ohio, situated in Qr. Twp. No. , Township No. , and bounded as follows:

On the North by lands of Weidner, Morris and Race (O.D.M.Y.C.R.R.)  
On the East by lands of Flora Lasheter  
On the South by lands of State Route 256  
On the West by lands of State Route 37 and Race  
and containing 1.24 acres, more or less, with the right of ingress and egress to and from the same.

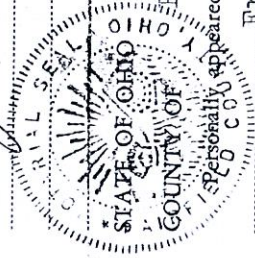
The Grantor.S. may use and enjoy the said premises, subject to the rights herein granted to the Company. All pipe, except where risers with attached valves may become necessary, shall be buried so as not to interfere with the cultivation of the land. The Company shall pay any damages which may arise to crops and fences from the laying, maintaining, operating, repairing, replacing and final removing of said pipe line. Said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor.S., their heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive. The Company, its successors or assigns, may at any time lay, maintain, operate, repair, replace and remove other lines of pipe elsewhere on said premises, upon the payment of a like consideration for each line, and subject to the same conditions as above; the laying of any one line of pipe shall not fix or limit the right of way herein granted. The Company may replace or change the size of its pipes, without interruption to service, by paying the damages, if any, to crops and fences which may arise in making such change.

While gas is conveyed through said premises, Grantor.S., their heirs and assigns, shall have the right to purchase gas for domestic use in any dwelling on said premises, subject to the Company's rules and regulations at the rate provided in the current established rate schedule filed with the Public Utilities Commission of Ohio applicable in the territory where gas is to be delivered. If no established rate schedule is applicable in said territory, then the rate prevailing in the nearest community served by the Company shall apply. Grantor shall pay for all gas so delivered within ten (10) days after the bill for the monthly reading period has been issued. Whenever the Company, its successors or assigns, shall desire to remove or abandon a pipe line constructed under authority of this right of way, the Grantor.S. right to purchase gas therefrom shall cease and terminate.

Payment of all money due Grantor.S hereunder may be made to Frank C. Miller by check made payable to his order and mailed to him at Route 1 Baltimore, Ohio.

In Witness Whereof, the Parties hereto have hereunto set their hands this 10th day of April, 1957. Signed and acknowledged in the presence of:

Ralph D. Plasterer  
Frank C. Miller  
Stella G. Miller



Frank C. Miller and Stella G. Miller, in and for said County

who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 19th day of April, 1957.

Ralph D. Plasterer

RALPH D. PLASTERER  
NOTARY PUBLIC  
My Commission Expires  
February 6, 1959



100  
C.W.C.

K-205

1.40

40662

Reg.

Recorder, please use reverse side.

Vol. \_\_\_\_\_ No. \_\_\_\_\_

Page \_\_\_\_\_ File \_\_\_\_\_

**RIGHT OF WAY**

Vol. \_\_\_\_\_  
Frank C. Miller  
Stella G. Miller

TO

**The Ohio Fuel Gas Co.**

Date April 19th, 19 57

Twp. Walnut

County Fairfield

LINE NAME K-205

\_\_\_\_\_ Inch line from \_\_\_\_\_

To \_\_\_\_\_

\_\_\_\_\_ Feet \_\_\_\_\_ Rods \_\_\_\_\_ Rate

Amount Paid, \$ \_\_\_\_\_ Date \_\_\_\_\_

W.O. 63-2-8545

1/100

Recorder's No. \_\_\_\_\_

Filed for Record \_\_\_\_\_, 19 \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M

Recorded \_\_\_\_\_, 19 \_\_\_\_\_

RECEIVED IN FAIRFIELD COUNTY, OHIO  
Vol. 900 Page 4  
AT 9:50 Page 4  
RECORDED MAY 17 19 57  
RECORD DEED VOL. 269 PAGE 646  
of MAY 15 1957 Records.  
R. M. Zellinger

RECORDER  
FAIRFIELD COUNTY, OHIO

Recorder \_\_\_\_\_ Co., Ohio

mail to

STATE OF OHIO, \_\_\_\_\_ COUNTY, ss.

Personally appeared before me, a \_\_\_\_\_ in and for said County

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 official seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19 \_\_\_\_\_

STATE OF OHIO, \_\_\_\_\_ COUNTY, ss.

Personally appeared before me, a \_\_\_\_\_ in and for said County

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 official seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19 \_\_\_\_\_



R E L E A S E

KNOW ALL MEN BY THESE PRESENTS, That The Ohio Fuel Gas Company, a corporation of the State of Ohio, for and in consideration of the sum of Nine Thousand, Four Hundred, Twenty-One and 72/100 Dollars (\$9,421.72), and other valuable considerations, receipt of which is hereby acknowledged, does hereby convey and release, to the State of Ohio, for highway purposes, any and all rights it may have or may have had in the following described land:

Situated in Fairfield County, Walnut Twp., Sections 20 and 29, T. 16, R. 18 and being all the lands within the highway right of way limits between station 16+55 and station 48+33 in the centerline of survey of State Route No. 256, Sections 15.88-16.50, Fairfield County, Ohio, made by the Department of Highways, as shown by plans on file with the Director of Highways, Columbus, Ohio,

and further release the State of Ohio from any and all claims for compensation and damages growing out of the rearrangement of the said Company's plant to conform to the improvement of said highway.

IN WITNESS WHEREOF, said The Ohio Fuel Gas Company has caused its corporate name to be subscribed, and its corporate seal to be affixed by its Vice President, and Assistant Secretary, this 14th day of May, 1957.

In presence of:

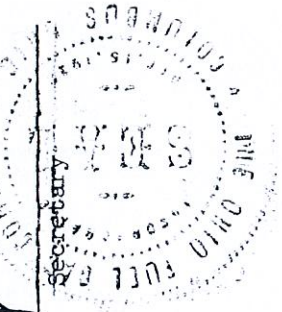
THE OHIO FUEL GAS COMPANY

*E. A. Schaffer*  
*W. F. Ferguson*  
*W. F. Laird*  
Vice President  
Secretary

(Seal)

STATE OF OHIO :  
COUNTY OF FRANKLIN)

*Franklin Not Public*  
*F. F. Mada*



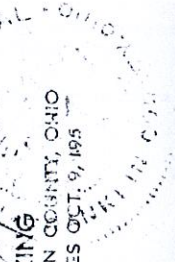
Before me, a notary public, in and for said county, personally appeared

W. E. Ferguson Vice President, and W. F. Laird Secretary, of The Ohio Fuel Gas Company, the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such Vice President and ~~Assistant~~ Secretary, and that said instrument is the free and corporate act and deed of The Ohio Fuel Gas Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Columbus, Ohio, this 14th day of May, 1957.

704 1957 Reg.

RECEIVED IN FRANKLIN COUNTY, OHIO  
AT 11:40 A.M. OCTOBER 19 1957  
RECORDED 1957 PAGE 220  
George King  
Notary Public



THIS INSTRUMENT WAS PREPARED BY W. R. UNDERWOOD, RECORDER OF HIGHWAYS, THE OHIO DEPARTMENT OF HIGHWAYS, BY W. R. UNDERWOOD

RECORDER OF HIGHWAYS, OHIO  
VOL 210 PAGE 220



R/W Form 1

Sheet 1 of 3 Sheets

Title  
Revised 9-7-50

## EASEMENT FOR HIGHWAY PURPOSES

From Frank C. Miller,  
Address - Baltimore, R. D. #1, Ohio

to the

STATE OF OHIO

S. R. 256 County, Fairfield  
Section 15.88 (Br. No. FA-256-162)  
Parcel No. 1

R/W Form 5

Sheet 2 of 3 Sheets

Metes and Bounds  
Revised 9-20-28--C

## EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That Frank C. Miller, the Grantor, for and in consideration of the sum of Seven Hundred and Ninety four and no/100 Dollars (\$794.00/xx) and for other good and valuable considerations to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Fairfield County, Ohio, Walnut Township, Section 20, Town 16, Range 18, and bounded and described as follows:

## PARCEL No. 1

Beginning at the intersection of grantor's easterly property line, with the centerline of a survey made by the Department of Highways in 1950 for Fai-256-15.88, (known as the Reynoldsburg-Baltimore-Somers Road), said point of intersection being Station 37 + 40, in said centerline survey; thence, North 86° 23' West, along said centerline survey, a distance of 1,433.32 feet, to P. T. Station 23 + 06.68, in said centerline survey; thence, in a westerly direction, along said centerline survey, with a curve to the right, having a radius of 11,459.16 feet, a distance of 128.33 feet, to P. C. Station 21 + 78.35, in said centerline survey; thence, North 85° 44' 30" West, along said centerline survey, a distance of 328.35 feet, to Station 18 + 50, in said centerline survey; thence, North 40° 15' 30" East, a distance of 25.0 feet, to a point in the present northerly right of way line of Fai-356-15.88, said point being 25.0 feet northerly of Station 18 + 50, in said centerline survey; thence, North 82° 57' East, a distance of 51.0 feet to a point, 35.0 feet northerly of Station 19 + 00, in said centerline survey; thence, South 86° 46' East, a distance of 278.40 feet, to a point, 40 feet northerly of P. C. Station 21 + 78.35, in said centerline survey; thence, South 86° 04' East, a distance of 126.66 feet, to a point, 40.0 feet northerly of P. T. Station 23 + 06.68, in said centerline survey; thence, South 86° 23' East, a distance of 393.32 feet, to a point, 40.0 feet northerly of Station 27 + 00, in said centerline survey; thence, South 88° 50' East, a distance of 700.64 feet, to a point, 70.0 feet northerly of Station 34 + 00, in said centerline survey; thence, South 85° 26' East, a distance of 340.05 feet, to a point in grantor's easterly property line, 64.33 feet northerly of Station 37 + 40, in said centerline survey; thence, South 48° 10' West, a distance of 64.33 feet, to the place of beginning.

as shown by plans on file in the office of the Department of Highways, Columbus, Ohio.

It is understood that the strip of land above described contains 1.07 acres, more or less, exclusive of the present road which occupies 1.08 acres, more or less.

R/W Form 7  
Acknowledgment  
Revised 9-20-28-C.

Sheet 3 of 3 Sheets

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

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

And for the consideration aforesaid Stella G. Miller, wife of Frank C. Miller hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Frank C. Miller and Stella G. Miller have hereunto set their hands, the 14th day of Feb. in the year of our Lord one thousand nine hundred and 51.

Signed and sealed in presence of:

E. H. Harter  
Jo Ann Harter

Frank C. Miller  
Stella G. Miller

H2/

STATE OF OHIO )  
Fairfield COUNTY ) ss.:

Before me, a Notary Public in and for said County and State, personally appeared the above named Frank C. Miller, Stella G. Miller 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 Thurston, Ohio this 14th day of February, A. D. 1951.

(N. P. SEAL)

Jo Ann Harter  
Jo Ann Harter  
My Commission expires December 14,  
1952.

RECEIVED FOR RECORD: Dec. 14, 1951

AT: 3:20

RECORDED: Dec. 17, 1951

TRANSFERRED BY AUDITOR: Dec. 10, 1951

ATTEST: *Stella G. Miller* R. F. C.





R W Form 1

Sheet 1 of 2 Sheets

Title  
Revised 9-7-50

## EASEMENT FOR HIGHWAY PURPOSES

From Frank C. Miller,  
Address - Baltimore, R. D. #1, Ohio  
to the

STATE OF OHIO

S. R. 256 County Fairfield  
Section 15.88 (Br. No. FA-256-162)  
Parcel No. 1-X

R/W Form 1  
Channel Change  
6-24-38.

Sheet 2 of 2 Sheets

## AGREEMENT FOR CHANNEL CHANGE

S. R. No. 256, Section 15.88, Fairfield County

## ARTICLES OF AGREEMENT

These articles of agreement entered into this 14th day of Feb. 1951, by  
Frank C. Miller and the Department of Highways, State of Ohio, Witnesseth:

That Frank C. Miller, for and in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) to him paid by the State of Ohio, does hereby grant permission to said State of Ohio to use the hereinafter described portion of his premises for the purpose of excavating and completing a channel change for Walnut Creek at Bridge No. FA-256-162 in connection with the above proposed improvement; the Grantor further agrees to permit the State of Ohio to perform such maintenance and repair operations on said channel change as may be necessary to protect the highway, and further, the Grantor for the consideration hereinbefore named, releases the State of Ohio from and waives all damages of every kind and nature whatsoever arising from or in any manner growing out of the aforesaid channel change or said maintenance and repair operations necessary to protect said highway. The said channel change is to be made on the following described premises: Situated in the State of Ohio, County of Fairfield, Walnut Township, Section 20, Town 16, Range 18, and more fully described as follows:

## Parcel No. 1-X

Beginning at the intersection of grantor's easterly property line, with the northerly right of way line of Highway Easement Parcel No. 1, said point of intersection being 64.33 feet northerly of Station 37 + 40, in said centerline of a survey made by the Department of Highways in 1950 for FA-256-15.88, (known as the Reynoldsburg-Baltimore-Spenser Road); thence, North 85° 26' West, along the northerly right of way line of said Parcel No. 1, a distance of 340.05 feet, to a point, 70.0 feet northerly of said Parcel No. 1, a distance of 421.49 feet, thence, North 58° 05' East, a distance of 421.49 feet, to a point in grantor's easterly property line, 315.0 feet northerly of Station 37 + 43, in said centerline survey; thence, South 4° 10' West, along grantor's easterly property line, a distance of 250.79 feet, to the place of beginning, as shown by plans on file in the office of the Department of Highways, Columbus, Ohio.

It is understood that the strip of land above described is not to be in excess of 251 feet in width, and contains 0.98 acres, more or less.

IN WITNESS WHEREOF, said Frank C. Miller and Stella G. Miller have hereunto set their hands the 14th day of Feb., in the year of our Lord One thousand nine hundred and 51.

Signed and sealed in the presence of:

E. H. Harter  
Jo Ann Harter

Frank C. Miller  
Stella G. Miller

STATE OF OHIO )  
COUNTY OF Fairfield ) ss:

Before me, a Notary Public, in and for said County and State, personally appeared the above named Frank C. Miller and Stella G. Miller 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 Thurston, O. Ohio, this 14th day of February, A. D. 1951.

(N. P. SEAL)

Jo Ann Harter  
Jo Ann Harter

Commission expires December 14, 1952

RECEIVED FOR RECORD: Dec. 14, 1951

AT: 3:20 O'clock P. M.

RECORDED: Dec. 17, 1951

ATTEST: Edell K. King R. F. C.

