

**TITLE REPORT**

|        |                                      |
|--------|--------------------------------------|
| C/R/S  | ERI-US 0006<br>Connectivity Corridor |
| PARCEL | 39-00419.000                         |
| PID    | 116570                               |

☒ 42 YEAR REPORT    ☐ ABBREVIATED REPORT    ☐ UPDATE
**INSTRUCTION:**

- (1) R.C. 163.01 (E) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." ODOT expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgment creditors, etc.
- (2) ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (E) of its Real Estate Procedures Manual.

**(1) FEE OR OTHER PRIMARY OWNERS**

| Name                                                      | Marital Status (Spouse's Name) | Interest |
|-----------------------------------------------------------|--------------------------------|----------|
| Resort Properties Management Ltd.                         | N/A                            | Fee      |
| Mailing Address: 609 Mariner Village<br>Huron, Ohio 44839 |                                |          |
| Phone Number: 419-433-4945                                |                                |          |
| Property Address: Cleveland Road<br>Huron, Ohio 44839     |                                |          |
| Agent: Thomas C. Bleile, Agent, 419-627-2050              |                                |          |

**(2) BRIEF DESCRIPTION OF SUBJECT PREMISES**

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

Situated in the Township of Huron, County of Erie and State of Ohio: Being a part of Lot Number Thirty (30), Section 2...

Title acquired by: Instrument 200607520, filed 6-13-2006      APN 39-00419.000      0.0600 acre per Tax Card

**(3-A) MORTGAGES, LIENS AND ENCUMBRANCES**

| Name & Address & Phone Number                                                                                                                                                                                         | Date Filed | Amount & Type of Lien                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------------------------------------|
| Resort Properties Management, Ltd. to<br>Fifth Third Bank<br>21 East State Street<br>Columbus, Ohio 43215<br>614-744-7595 and<br>Sawmill Creek Resort, Ltd.<br>400 Sawmill Creek<br>Huron, Ohio 44839<br>419-433-3800 | 2-28-2014  | \$9,475,371.21<br>Mortgage Deed and<br>Assignment of Rents |
| Recorded in Instrument 201401497                                                                                                                                                                                      |            |                                                            |
| Resort Properties Management, Ltd. to<br>First Federal Bank of Ohio<br>140 N. Columbus Street<br>Galion, Ohio 44833<br>419-468-9832                                                                                   | 9-30-2016  | \$81,448.72<br>Mortgage                                    |
| Recorded in Instrument 201608491                                                                                                                                                                                      |            |                                                            |
| Fifth Third Bank<br>21 E. State Street<br>Columbus, Ohio 43215 and<br>First Federal Bank of Ohio                                                                                                                      | 9-30-2016  | Subordination of<br>Mortgage                               |

901 Bucyrus Road  
Galion, Ohio 44833

Recorded in Instrument 201608492

(3-B) **LEASES**

| Name & Address | Commercial/Residential | Term |
|----------------|------------------------|------|
|----------------|------------------------|------|

None found of record

(3-C) **EASEMENTS**

| Name & Address | Type |
|----------------|------|
|----------------|------|

|                                                                                     |                             |
|-------------------------------------------------------------------------------------|-----------------------------|
| Billy D. Shrigley and Pamela Shrigley to<br>Ohio Edison Company<br>No address given | Electric Transmission Lines |
|-------------------------------------------------------------------------------------|-----------------------------|

Recorded in Deed Book Volume 276, Page 242, filed 12-6-1956

Cannot determine if in Take Area

|                                                                                                                    |                          |
|--------------------------------------------------------------------------------------------------------------------|--------------------------|
| Billy D. Shrigley and Pamela Shrigley to<br>County Board of Commissioners of Erie County, Ohio<br>No address given | Water Main Line Easement |
|--------------------------------------------------------------------------------------------------------------------|--------------------------|

Recorded in Deed Book Volume 306, Page 189, filed 12-18-1959

Cannot determine if in Take Area

|                                                                                                                    |                     |
|--------------------------------------------------------------------------------------------------------------------|---------------------|
| Bay-Con Corporation of Sandusky, Ohio to<br>Board of County Commissioners of Erie County, Ohio<br>No address given | Sanitary Sewer Line |
|--------------------------------------------------------------------------------------------------------------------|---------------------|

Recorded in Deed Book Volume 481, Page 602, filed 12-13-1979

Cannot determine if in Take Area

(4) **DEFECTS IN TITLE-IRREGULARITIES-COMMENTS** (Record or Off Record)

Found in the Ohio Secretary of State's Office Articles of Organization recorded as Doc ID 4300\_0768, filed 12-2-1994 for Resort Properties Management, Ltd., Gregory L. Hill, Agent.

Found in the Ohio Secretary of State's Office Limited Liability Company Certificate of Amendment/Restatement/Correction recorded as Doc ID 200212600540, filed 5-6-2002 for Resort Properties Management, Ltd., Thomas C. Bleile, Agent.

Found Record of Agreement of Merger recorded in Deed Book Volume 468, Page 793, filed 6-23-1978 showing Bay Construction, Inc. merging with Bay-Con Corporation.

(5) **TAXES AND SPECIAL ASSESSMENTS** (List by auditor's tax parcel number, description, amount, etc.)

County: Erie Township: Huron School District: Huron CSD

| AUD. PAR. NO(S) | Land         | Building      | Total        | Taxes                  |
|-----------------|--------------|---------------|--------------|------------------------|
| 39-00419.000    | <u>\$380</u> | <u>\$0.00</u> | <u>\$380</u> | <u>\$2.73 per half</u> |

1<sup>st</sup> half 2022: PAID  
2<sup>nd</sup> half 2022: PAID  
100% Values Shown

(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes: ☐ No: ☒  
Comments:

N/A

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This Title Report covers the time period from 3-30-1903 to 10-20-2023. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 39-00419.000 and presently standing in the name of Resort Properties Management Ltd. as the same are entered upon the several public records of Erie County, Ohio.

Date & Time 10-20-2023 @ 7:59 AM (am/pm)

Signed Dick Schorr

Dick Schorr  
Print Name O. R. Colan Associates

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#### UPDATE TITLE BLOCK

This Title Report covers the time period from \_\_\_\_\_ to \_\_\_\_\_. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) \_\_\_\_\_ and presently standing in the name of \_\_\_\_\_ as the same are entered upon the several public records of Erie County, Ohio.

Date & Time \_\_\_\_\_ (am/pm)

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Comments from the agent who prepared the Title Update

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OHIO DEPARTMENT OF TRANSPORTATION  
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00419.000 PID 116570

| Grantor                                                                                                                                                                                 | Grantee                                        | Date Signed                                                                                                                                                                                                                                                                                                                                                            | Date & Time Recorded  | Volume/Page     | Conveyance Fee | Type Instrument         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------|----------------|-------------------------|
|                                                                                                                                                                                         |                                                |                                                                                                                                                                                                                                                                                                                                                                        |                       |                 |                |                         |
|                                                                                                                                                                                         |                                                | Brief Land Description & Remarks                                                                                                                                                                                                                                                                                                                                       |                       |                 |                |                         |
| Brent McConnell aka Russell<br>Brent McConnell, unmarried                                                                                                                               | Resort Properties<br>Management Ltd.           | 6-12-2006                                                                                                                                                                                                                                                                                                                                                              | 6-13-2006 at 10:20 AM | Inst. 200607520 | \$155.00       | Warranty Deed           |
| Fee                                                                                                                                                                                     | Fee                                            | <p>Situated in the Township of Huron, County of Erie and State of Ohio: Being a part of Lot Number Thirty (30) Section 2: beginning on the west line of Lot 30 at a point where the same intersects the southerly line of the Cleveland-Sandusky Road, so called...</p> <p>Note: Legal description contains two parcels of which the Subject Tract being Parcel 2.</p> |                       |                 |                |                         |
| Russell Brent McConnell,<br>Administrator of the Estate of<br>William R. McConnell,<br>Plaintiff, vs Betsy McConnell<br>and Robert McConnell, et.<br>al., Defendants, Case<br>#991029-A | Russell Brent McConnell                        | 1-9-2002                                                                                                                                                                                                                                                                                                                                                               | 1-29-2002 at 2:03 PM  | Inst. 200201740 | Exempt         | Judgement Entry         |
| Fee                                                                                                                                                                                     | Fee                                            | <p>Situated in the Township of Huron, County of Erie and State of Ohio: Being a part of Lot Number Thirty (30) Section 2: beginning on the west line of Lot 30 at a point where the same intersects the southerly line of the Cleveland-Sandusky Road, so called...</p> <p>Note: Legal description contains two parcels of which the Subject Tract being Parcel 2.</p> |                       |                 |                |                         |
| William R. McConnell,<br>deceased                                                                                                                                                       | Brent McConnell aka Russell<br>Brent McConnell | 1-24-2002                                                                                                                                                                                                                                                                                                                                                              | 1-29-2002 at 2:02 PM  | Inst. 200201739 | Exempt         | Certificate of Transfer |
| Fee                                                                                                                                                                                     | Fee                                            | <p>Situated in the Township of Huron, County of Erie and State of Ohio: Being a part of Lot Number Thirty (30) Section 2: beginning on the west line of Lot 30 at a point where the same intersects the southerly line of the Cleveland-Sandusky Road, so called...</p> <p>Note: Legal description contains two parcels of which the Subject Tract being Parcel 2.</p> |                       |                 |                |                         |



OHIO DEPARTMENT OF TRANSPORTATION  
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00419.000 PID 116570

| Grantor                                                                                                                                           | Grantee                                                                | Date Signed | Date & Time Recorded | Volume/Page      | Conveyance Fee | Type Instrument                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|-------------|----------------------|------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Margaret M. (Emmons) McConnell, married and wife of William R. McConnell and also known as Peggy McConnell<br><br>No dower rights released<br>Fee | William R. McConnell<br><br>Fee                                        | 10-29-1987  | 1-22-1988 at 2:19 PM | DB 540, Page 720 | Exempt         | Quit Claim Deed<br><br>Situating in the Township of Huron, County of Erie and State of Ohio: Being a part of Lot Number Thirty (30) Section 2: beginning on the west line of Lot 30 at a point where the same intersects the southerly line of the Cleveland-Sandusky Road, so called...<br><br>Note: Legal description contains two parcels of which the Subject Tract being Parcel 2.                                                                                                                                                                       |
| Bay-Con Corporation, an Ohio corporation<br><br>Fee                                                                                               | William R. McConnell, single and Margaret M. Emmons, single<br><br>Fee | 6-8-1978    | 6-23-1978 at 3:19 PM | DB 468, Page 795 | \$54.70        | Warranty Deed<br><br>Situating in the Township of Huron, County of Erie and State of Ohio: Being a part of Lot Number Thirty (30) Section 2: beginning on the west line of Lot 30 at a point where the same intersects the southerly line of the Cleveland-Sandusky Road, so called...<br><br>Note: Legal description contains two parcels of which the Subject Tract being Parcel 2.<br><br>Note: Record of Agreement of Merger recorded in Deed Book Volume 468, Page 793, filed 6-23-1978 showing Bay Construction, Inc. merging with Bay-Con Corporation. |
| Billy D. Shrigley and Pamela Shrigley, husband and wife<br><br>No dower rights released<br>Fee                                                    | Bay Construction, Inc., an Ohio Corporation<br><br>Fee                 | 8-30-1972   | 9-5-1972 at 2:13 PM  | DB 420, Page 642 | \$30.00        | Warranty Deed<br><br>Situating in the Township of Huron, County of Erie and State of Ohio: Being a part of Lot Number Thirty (30) Section 2: beginning on the west line of Lot 30 at a point where the same intersects the southerly line of the Cleveland-Sandusky Road, so called...<br><br>Note: Legal description contains two parcels of which the Subject Tract being Parcel 2.                                                                                                                                                                         |
| Ohio Edison Company, an Ohio Corporation<br><br>Fee                                                                                               | Billy D. Shrigley and Pamela Shrigley<br><br>Fee                       | 11-26-1956  | 12-6-1956 at 2:23 PM | DB 276, Page 240 | Exempt         | Quit Claim Deed<br><br>Situating in the Township of Huron, County of Erie, State of Ohio, being a part of Lot 30 in Section 2...The intention herein being to convey the easterly 136.92 feet as described in a deed from the Huron Township Board of Education to The Sandusky & Interurban Electric Railway Company recorded in Misc. Volume 1, Page 219.                                                                                                                                                                                                   |

OHIO DEPARTMENT OF TRANSPORTATION  
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00419.000 PID 116570

| Grantor                                                                                                                                              | Grantee                                                                              | Date Signed                                                                                                                                                                                                                                            | Date & Time Recorded  | Volume/Page       | Conveyance Fee | Type Instrument       |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------|----------------|-----------------------|
| The Toledo Edison Company, an Ohio corporation<br><br>Fee                                                                                            | Ohio Edison Company, an Ohio corporation<br><br>Fee                                  | 10-31-1955                                                                                                                                                                                                                                             | 10-31-1955 at 3:10 PM | DB 265, Page 184  | Exempt         | Quit Claim Deed       |
|                                                                                                                                                      |                                                                                      | This conveyance being found on Page 188 of Deed Book 265 being Parcel No. 2076 Huron Twp. Bd. Of Education, filed 3-4-97 in Misc. 1, Page 219.                                                                                                         |                       |                   |                |                       |
| F.W. Coen, Special Master, Re: Ohio Utilities Finance Company, Complainant vs The Lake Shore Electric Railway Company, et.al., Defendants<br><br>Fee | The Toledo Edison Company<br><br>Fee                                                 | 2-23-1938<br>2-25-1938<br>3-11-1938<br>3-12-1938<br>3-14-1938                                                                                                                                                                                          | 3-30-1938 at 2:08 PM  | DB 157, Page 533  | Exempt         | Deed and Bill of Sale |
|                                                                                                                                                      |                                                                                      | The parcel is identified as #8 on Page 544 - Contract with Fred and Emma Hockeimer, dated 1-27-1903, recorded in Volume 72, Page 528, Erie County Deed Records.                                                                                        |                       |                   |                |                       |
| The Huron Township Board of Education of Erie County, Ohio<br><br>Fee                                                                                | The Sandusky Interurban Electric Railway Company of Cuyahoga County, Ohio<br><br>Fee | 3-4-1899                                                                                                                                                                                                                                               | 3-30-1903 at 2:00 PM  | Misc. 1, Page 219 | N/A            | Quit Claim Deed       |
|                                                                                                                                                      |                                                                                      | A strip of land one rod in width abutting on the highway and running parallel with the lawfully established road line of the aforesaid highway across the entire frontage of the school buildings and grounds in Sub-District No. Two and No. Three... |                       |                   |                |                       |
|                                                                                                                                                      |                                                                                      |                                                                                                                                                                                                                                                        |                       |                   |                |                       |
|                                                                                                                                                      |                                                                                      |                                                                                                                                                                                                                                                        |                       |                   |                |                       |

**WARRANTY DEED**

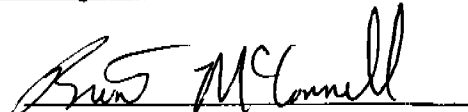
BRENT MCCONNELL aka RUSSELL BRENT MCCONNELL, unmarried, of Erie County, Ohio, for valuable consideration paid, grants, with general warranty covenants, to RESORT PROPERTIES MANAGEMENT LTD., whose tax-mailing address is 2406 Cleveland Rd. W., Huron, OH 44839, the following real property:

Situated in the Township of Huron, County of Erie and State of Ohio, and being that property described on EXHIBIT "A" attached hereto and incorporated herein by reference. Tax ID 39-00420.000  
39-00419.000

Prior instrument reference: RN No. 200201739, Erie County Recorder Records.

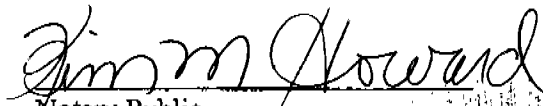
This conveyance is subject to easements and restrictions of record, zoning, and taxes and assessments for 2006 and thereafter, which grantee assumes and agrees to pay.

Executed this 12<sup>th</sup> day of June, 2006.

  
BRENT MCCONNELL

STATE OF OHIO, Erie COUNTY, SS.

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June, 2006 by BRENT MCCONNELL.

  
Notary Public  
My commission expires:

**KIM M. HOWARD**  
Notary Public  
State of Ohio  
My Commission  
Expires 4-7-08



This instrument prepared by Ronald J. Mayle, Attorney at Law

*Transferred*  
*June 13, 2006*  
*Connie L. Ward*  
ERIE COUNTY AUDITOR  
*Fee \$1.50*

APPROVED as per Erie County Requirements  
And Sections 4733-37 thru 4736-37-07 of the  
Ohio Administrative Code only. No Field  
Verifications for Accuracy made.

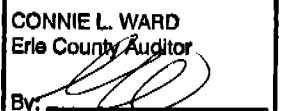
  
Erie County Auditor  
*6-13-06*

This conveyance has been  
examined and the grantor  
has complied with sections  
310-202 and 322-02 of the  
Revised Code.

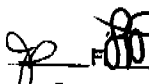
FEE: \$ 155.00

EXEMPT: \_\_\_\_\_

R. E. TRANSFER:  
\$ 465.00

CONNIE L. WARD  
Erie County Auditor  
By: 

LAWYERS TITLE INS. CORP.  
CASE # 600060 624

  
FULTON DE TR MI  
PR SC

MICROFILMED/  
SCANNED

Situated in the Township of Huron, County of Erie and State of Ohio:

PARCEL 1: Being that part of Lot Number Thirty (30) Section 2 and being further described as follows: Beginning at the intersection of the centerline of the Cleveland-Sandusky Road so-called (as originally established 40 feet in width) and the west line of the Boss Road (so-called); running thence North 72 deg. 35 min. west along said centerline of the Cleveland-Sandusky Road, a distance of 136.92 feet; thence South 11 deg. no minutes west, a distance of 180.36 feet to an iron pin; thence South 89 deg. 17' 50" east a distance of 166.25 feet to an iron pin in the west line of the Boss Road; thence North no deg. 30' west along the west line of the Boss Road, a distance of 138.13 feet to the place of beginning, containing 0.5498 acres, more or less, but subject to legal highways.

EXCEPTING FROM PARCEL 1 THAT PART CONVEYED AS ERIE COUNTY RECORDING NUMBER 200312480 DESCRIBED AS FOLLOWS: Being a parcel of land located in part of Original Lot 30, Section 2, Huron Township, Erie County, Ohio and being more particularly described as follows: Beginning at a PK nail found on the centerline of the Cleveland-Sandusky Road (as originally established 40 feet in width) where the same intersects the westerly right of way line of Boss Road, said point being the northeasterly corner of lands now or formerly owned by R.B. McConnell as recorded in RN200201739 of the Erie County Deed Records; thence South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 78.32 to a 5/8" iron pin set at the principal place of beginning for this description;

1. Thence continuing South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 59.81 feet to a 5/8" iron pin previously set at the southeasterly corner of said McConnell's land;
2. Thence South 87 deg. 54'40" west along the southerly line of said McConnell's land passing through a 5/8" iron pin set 97.68 feet from the last described point, a distance of 166.25 feet to a 1/2 drill hole previously set at the southwesterly corner of said McConnell's land;
3. Thence North 68 deg. 01'43" east a distance of 107.82 feet to a 5/8" iron pin set;
4. Thence North 67 deg. 55'43" east a distance of 67.68 feet to the principal place of beginning and containing 0.1140 acres of land (4964.23 square feet) but subject to all legal highways.

PARCEL 2: Being a part of Lot Number Thirty (30), Section 2 and being further described as follows: Beginning on the west line of Lot 30 at a point where the same intersects the southerly line of the Cleveland-Sandusky Road, so-called; thence southeasterly along the southerly line of said road for a distance of approximately 530.77 feet to a point on the westerly property line of the Grantee herein; said point also being in the easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing southeasterly along the southerly line of said road, 136.92 feet to a point on the easterly property line of the grantee's herein, said point also being in the westerly line of Boss Road, so-called; thence southerly along the last mentioned line 16-1/2 feet to a point; thence northwesterly parallel with and 16-1/2 feet from the southerly line of said road, 136.92 feet to a point on the westerly property line of the grantees herein; thence northerly along the last mentioned line, 16-1/2 feet to the place of beginning.

Property Address: 2406 Cleveland Road West, Huron, OH 44839  
Tax ID No.: 39-00420.000  
39-00419.000

Order No.: 600060624

~~CONFIDENTIAL~~  
~~PROSC~~

Further, Russell Brent McConnell does hereby represent that he will deposit sufficient sums into an account in the name of the Estate of William R. McConnell for purposes of paying all creditors legally required to be paid by the Estate of William R. McConnell, including, attorney fees, costs and expenses of administration of this estate.

The Court further finds that the allegations in the application for certificate of transfer #1 are true, and that the requirements of law have been fulfilled. The Court further finds that the real estate is subject to a charge in favor of Betsy McConnell and Robert McConnell in the sum of Ten Thousand Dollars (\$10,000.00) to each until paid by Russell Brent McConnell or the Estate of William R. McConnell to said Betsy McConnell and Robert McConnell.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that certificate of transfer #1 issue and be preserved in the Court records with the application and this entry, and that such authenticated copies of the certificate be delivered as required to the persons entitled to them. Russell Brent McConnell, individually and as administrator of the Estate of William McConnell, is hereby ordered to pay Betsy McConnell and Robert McConnell in full no later than thirty (30) days from the date of this entry.

IT IS FURTHER ORDERED that the following described real estate is subject to a charge of Twenty Thousand Dollars (\$20,000.00) until Ten Thousand Dollars (\$10,000.00) is paid by the Estate of William R. McConnell and/or Russell Brent McConnell to Betsy McConnell and Ten Thousand Dollars (\$10,000.00) paid to Robert McConnell, to-wit:

PARCEL 1: Situated in the Township of Huron, County of Erie and State of Ohio, and being that part of Lot Number Thirty (30) Section 2 and being further described as follows: Beginning at the intersection of the centerline of the Cleveland-Sandusky Road, so-called (as originally established 40 feet in width) and the West line of the Boos Road (so-called) running thence, North 72 deg. 35 minutes West, along said centerline of the

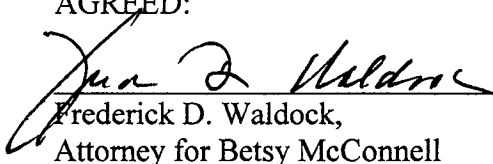
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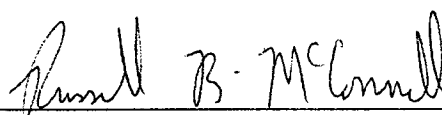
Cleveland-Sandusky Road, a distance of 136.92 feet; thence South 11 deg. no minutes West, a distance of 180.36 feet to than iron pin; thence South 89 deg. 17 minutes 50 seconds East, a distance of 166.25 feet to an iron pin in the Westline of the Boos Road; thence North no degrees 30 minutes West, along the Westline of the Boos Road, a distance of 138.13 feet to the place of beginning, containing 0.5498 acres, more or less, but subject to legal highways, and subject to the right of way conveyed to the Sandusky and Interurban Electric Railway Company, by instrument dated March 4, 1899 and recorded in Volume I of Miscellaneous Records, Page 219, Erie County, Ohio Recorder's Office.

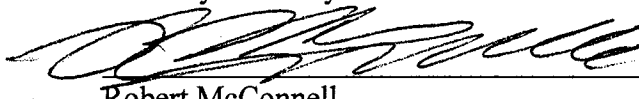
PARCEL 2: Situated in the Township of Huron, County of Erie and State of Ohio, and being a part of Lot Number Thirty (30), Section 2, and being further described as follows: Beginning on the Westline of Lot 30 at a point where the same intersects the southerly line of Cleveland-Sandusky Road, so-called; thence Southeasterly along the Southerly line of said road for a distance of approximately 530.77 feet to a point on the Westerly property line of the Grantees herein; said point also being in the Easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing Southeasterly along the Southerly line of said road, 136.92 feet to a point on the Easterly property line of the Grantees herein, said point also being in the Westerly line of Boos Road, so-called; thence Southerly along the last mentioned line 16 ½ feet to a point; thence Northwesterly, parallel with and 16 ½ feet from the Southerly line of said road, 136.92 feet to a point on the Westerly property line of the Grantees herein; thence Northerly along the last mentioned line, 16 ½ feet to the place of beginning. The intention herein being to convey the Easterly 136.92 feet as described in a deed from the Huron Township Board of Education to the Sandusky and Interurban Electric Railway Company, dated March 4, 1899, as recorded in Miscellaneous Volume 1, Pages 219-220, Erie County, Ohio Records.

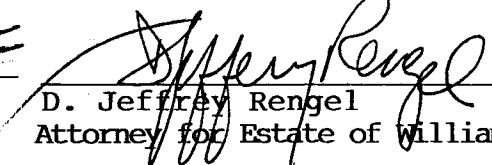
Permanent Parcel Nos. 39166400003 and 39166400004.

AGREED:

  
Frederick D. Waldock,  
Attorney for Betsy McConnell

  
Russell Brent McConnell, Administrator  
of the Estate of William R. McConnell

  
Robert McConnell

  
D. Jeffrey Rengel  
Attorney for Estate of William McConnell

IT IS HEREBY ORDERED, ADJUDGED AND DECREED.

JAN 09 2002  
DATE

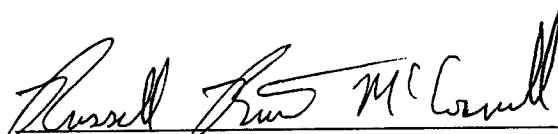
Joseph E. Criglian  
JUDGE

State of Ohio )  
 )  
 ) ss.  
County of Erie )

AFFIDAVIT OF  
RUSSELL BRENT McCONNELL

I, Russell Brent McConnell, being first sworn and of statutory age and sound mind, do swear and state the following:

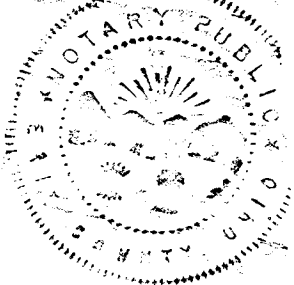
1. That I am the sole heir and administrator of the Estate of William R. McConnell, deceased.
2. That I and the estate will jointly pay to Betsy McConnell and Robert McConnell, Parents and Creditors of the decedent, William R. McConnell, the sum of Ten Thousand Dollars (\$10,000) to Betsy McConnell and Ten Thousand Dollars (\$10,000) to Robert McConnell no later than thirty (30) days from the date of this Court's entry to which this affidavit is given in support.
3. That I will deposit such sums into an account in the name of the Estate of William R. McConnell sufficient to pay all other proper creditors legally required to be paid by the Estate of William R. McConnell, including costs and expenses of administration of this estate.
4. That current allowed claims, including the agreed claims of Betsy McConnell and Robert McConnell, and exclusive of attorneys fees, costs and expenses of administration, amount to \$69,971.60 or less.
5. Further, affiant sayeth naught...

  
Russell Brent McConnell, affiant

**SWORN TO AND SUBSCRIBED** before me, a Notary Public, in and for the State of Ohio,  
Erie County, on this the 3rd day of December, 2001.

  
NOTARY PUBLIC

my commission expires:



LORI J. DEMRES  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES APR. 4, 2006



D. JEFFERY RENGEL  
Attorney at Law  
421 Jackson Street  
Sandusky, Ohio 44870  
(419) 627-0400

*Russell McConnell*  
*2401 Cleve. Rd W Mail*  
*Huron, Oh*  
*44839*

PROBATE COURT OF ERIE **FILED** COUNTY, OHIO

ESTATE OF William R. McConnell '02 JAN 9 PM 3 02, DECEASED  
Case No. 99-1-029 **ERIE CO. PROBATE COURT** Page       

**CERTIFICATE OF TRANSFER**  
**NO. 1**

Decedent died on October 5, 1998 owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

| Name                                           | Residence Address                       | Interest in Real Estate so Passing |
|------------------------------------------------|-----------------------------------------|------------------------------------|
| AKA Russell Brent McConnell<br>Brent McConnell | 2406 Cleveland Rd., W., Huron, OH 44839 | 100%                               |

RN 200201739 Page 1 of 3  
ERIE COUNTY OHIO RECORDER  
Tish Fraley 3P  
RECORDING FEE: 18.00  
CTR Date 01/29/2002 Time 14:02:14

[Complete if applicable] The real estate described in this certificate is subject to a charge of \$ \_\_\_\_\_ in favor of decedent's surviving spouse, \_\_\_\_\_, in respect of the unpaid balance of the specific monetary share which is part of the surviving spouse's total intestate share.

VB FILED MI  
PR SC

**MICROFILMED**  
**SCANNED**  
FORM 12.1 - CERTIFICATE OF TRANSFER

The Ohio Legal Blank Co.  
Publishers and Dealers Since 1883  
Cleveland, Ohio 44113

The real estate, the transfer of which is memorialized by this certificate, is described as follows [describe below, using extra sheets if necessary. If decedent's interest was a fractional share, be sure to so state]:

See attached "Exhibit A"

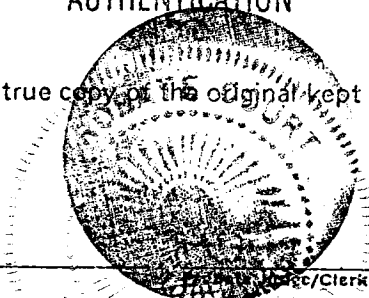
ERIE COUNTY OHIO RECORDER  
RN 200201739 Page 2 of 3

January 9, 2002 Joseph E. Urighiano  
Date Issued Probate Judge

AUTHENTICATION

I certify that the above document is a true copy of the original kept by me as custodian of the official records of this Court.

January 24, 2002 Barbara J. Lamb  
Date Secy/Clerk



RECORDED  
INDEXED  
JAN 24 2002  
CLERK

**EXHIBIT A**

**PARCEL 1:**

Situated in the Township of Huron, County of Erie and State of Ohio, and being that part of Lot Number Thirty (30) Section 2 and being further described as follows:

Beginning at the intersection of the centerline of the Cleveland- Sandusky Road, so-called (as originally established 40 feet in width) and the West line of the Boos Road (so-called) running thence, North 72 deg. 35 minutes West, along said centerline of the Cleveland-Sandusky Road, a distance of 136.92 feet; thence South 11 deg. no minutes West, a distance of 180.36 feet to an iron pin; thence South 89 deg. 17 minutes 50 seconds East, a distance of 166.25 feet to an iron pin in the Westline of the Boos Road; thence North no degrees 30 minutes West, along the Westline of the Boos Road, a distance of 138.13 feet to the place of beginning, containing 0. 5498 acres, more or less, but subject to legal highways, and subject to the right of way conveyed to the Sandusky and Interurban Electric Railway Company, by instrument dated March 4, 1899 and recorded in Volume I of Miscellaneous Records, Page 219, Erie County, Ohio Recorder's Office.

**PARCEL 2:**

Situated in the Township of Huron, County of Erie and State of Ohio, and being a part of Lot Number Thirty (30), Section 2, and being further described as follows:

Beginning on the Westline of Lot 30 at a point where the same intersects the southerly line of Cleveland-Sandusky Road, so-called; thence Southeasterly along the Southerly line of said road for a distance of approximately 530.77 feet to a point on the Westerly property line of the Grantees herein; said point also being in the Easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing Southeasterly along the Southerly line of said road, 136.92 feet to a point on the Easterly property line of the Grantees herein, said point also being in the Westerly line of Boos Road, so-called; thence Southerly along the last mentioned line 16 1/2 feet to a point; thence Northwesterly, parallel with and 16 1/2 feet from the Southerly line of said road, 136.92 feet to a point on the Westerly property line of the Grantees herein; thence Northerly along the last mentioned line, 16 1/2 feet to the place of beginning. The intention herein being to convey the Easterly 136.92 feet as described in a deed from the Huron Township Board of Education to the Sandusky and Interurban Electric Railway Company, dated March 4, 1899, as recorded in Miscellaneous Volume 1, Pages 219-220, Erie County, Ohio Records.

Prior deed reference Volume 540 Page 720

Tax ID#3900419000 Perm. Parcel #39166400003

Tax ID#3900420000 Perm. Parcel #39166400004

*Transferred  
January 29, 2002  
Jude T. Hammond*  
ERIE COUNTY AUDITOR  
*See \$1.50*

|                                                                                                                      |                                     |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| This conveyance has been examined and the grantor has complied with sections 310-202 and 322.02 of the Revised Code. |                                     |
| FEE: \$                                                                                                              |                                     |
| EXEMPT: \$                                                                                                           | <input checked="" type="checkbox"/> |
| R. E. TRANSFER: \$                                                                                                   |                                     |
| JUDE T. HAMMOND<br>Erie County Auditor                                                                               |                                     |
| by                                                                                                                   | <i>[Signature]</i>                  |

APPROVED as per Erie County Requirements And Sections 4733-37 thru 4733-37-07 of the Ohio Administrative Code only. No Field Verifications for Accuracy made.  
*[Signature]*  
Erie County Engineer  
Date: 1-29-02

Know all Men by these Presents, That Margaret M. (Emmons) McConnell,  
married and wife of William R. McConnell and also known as Peggy  
McConnell,

\_\_\_\_\_ the Grantor,  
 who claims title by or through instrument \_\_\_\_\_, recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, County  
 Recorder's Office, for the consideration of Ten and 00/100 \_\_\_\_\_ Dollars  
 (\$ 10.00 -----) received to her full satisfaction of William R. McConnell  
 \_\_\_\_\_, the Grantee,

whose TAX MAILING ADDRESS will be 2406 Cleveland Road, West, Huron,  
Ohio 44839

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, his heirs and assigns  
 forever, all such right and title as she, the said Grantor, have or ought to have in and to  
 the following described piece or parcel of land, situated in the \_\_\_\_\_ Township \_\_\_\_\_ of  
Huron County of Erie and State of Ohio

Parcel 1: Situated in the Township of Huron, County of Erie and State of Ohio  
 and being that part of Lot Number Thirty (30) Section 2 and being further described  
 as follows: Beginning at the intersection of the center line of the Cleveland-  
 Sandusky Road, so-called (as originally established 40 feet in width) and the  
 west line of the Boss Road (so-called); running thence North 72 degrees 35  
 minutes west, along said center line of the Cleveland-Sandusky Road, a distance  
 of 136.92 feet; thence South 11 degrees no minutes West. A distance of 180.36  
 feet to an Iron Pin; thence South 89 degrees 17 minutes 50 seconds East, a  
 Distance of 166.25 feet to an Iron Pin in the West Line of the Boss Road; thence  
 North no degrees 30 minutes West, along the west line of the Boss Road, a distance  
 of 138.13 feet to the place of beginning, containing 0.5498 acres, more or  
 less, but subject to legal highways, and subject to the right of way conveyed  
 to the Sandusky and Interurban Electric Railway Company, by instrument dated  
 March 4, 1899 and recorded in Volume 1 of miscellaneous records Page 219, Erie  
 County, Ohio Recorder's Office.

Parcel 2: Situated in the Township of Huron, County of Erie, State of Ohio  
 and being a part of Lot Number Thirty (30), Section 2 and being further described  
 as follows: Beginning on the West line of Lot 30 at a point where the same  
 intersects the southerly line of the Cleveland-Sandusky Road, so-called; thence  
 Southeasterly along the Southerly line of said road for a distance of approximately  
 230.77 feet to a point on the Westerly property line of the Grantees herein;  
 said point also being in the Easterly property line of Melvin C. and Dorothy  
 Reinhart and the true place of beginning; thence continuing Southeasterly along  
 the Southerly line of said road, 136.92 feet to a point on the Easterly property  
 line of Boss Road, so-called; thence Southerly along the last mentioned line  
 16½ feet from the Souther line of said road, 136.92 feet to a point on the  
 Westerly property line of the Grantees herein; thence Northerly along the last  
 mentioned line, 16½ feet to the place of beginning.

The intention herein being to convey the Easterly 136.92 feet as described  
 in a deed from the Huron Township Board of Education to the Sandusky and Interurban  
 Electric Railway Company, dated March 4, 1899, recorded in miscellaneous Volume  
 1, Pages 219-220, Erie County, Ohio Records.

And all the estate, right, title and interest said grantors have or ought to  
 have in and to said described premises, together with the privileges and  
 appurtenances to the same belonging, but subject to zoning ordinances, restrictions  
 of record and public utility or other easements of record.

This conveyance has been examined and the Grantor has  
 complied with section 310-202 of the Revised Code

FEE \$ \_\_\_\_\_

EXEMPT ☒

James McKeen, County Auditor

APPROVED

*[Signature]* 4-22-88  
 ERIE COUNTY ENGINEER

To have and to hold the premises aforesaid, with the appurtenances thereunto belonging, to the said grantee, her heirs and assigns, so that neither the said grantor, nor her heirs, nor any other persons claiming title through or under her, 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.

In Witness Whereof, I have hereunto set my hand, the 29<sup>th</sup> day of October, in the year of our Lord one thousand nine hundred and eighty-seven.

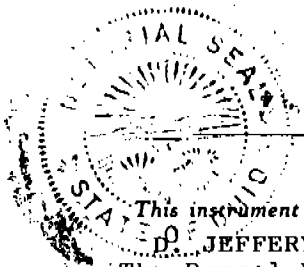
Signed in the presence of:

Frederic A. Emmons  
Edward H. Caudill

Margaret (Peggy) M. (Emmons) McConnell  
Margaret (Peggy) M. (Emmons) McConnell

The State of Ohio, } Before me, a Notary Public  
ERIE County, }  
In and for said County and State, personally appeared  
the above named Margaret (Peggy) M. (Emmons) McConnell  
who acknowledged that she did sign the foregoing instrument and that the same is her free  
act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at  
Sandusky, Ohio, this 29<sup>th</sup> day of  
October, A. D. 19 87



This instrument prepared by:  
D. JEFFERY RENGEL  
The Rengel Law Office  
421 Jackson Street  
Sandusky, Ohio 44870  
(419) 627-0400

Jeffery Rengel

D. JEFFERY RENGEL  
Notary Public/Attorney At Law  
My Commission does not expire.  
O.R.C. 147.03

0374580

# QUIT-CLAIM DEED

FROM  
MARGARET (PEGGY) M.  
'88 JAN 22 P2:19

(EMMONS) McCONNELL, W. SCHAEFFER,  
RECEIVED FOR RECORD  
TO ERIE COUNTY, OHIO

William R. McConnell,

2406 Cleveland W. Rung  
married

RECEIVED FOR RECORD

January 22nd, 19 88

at 2:19 o'clock P.M.

Recorded January 25th, 19 88

in Erie County Records

Volume 540, Page 720-721

John W. Schaeffer,

RECORDED

ENTERED FOR TRANSFER

JAN 22 1988

James W. McKeen

FILE 15072

\$10.00 Paid

This instrument prepared by:  
D. JEFFERY RENGEL  
The Rengel Law Office  
421 Jackson Street  
Sandusky, Ohio 44870  
(419) 627-0400

MICROFILMED



WARRANTY DEED—From a Corporation—(No. 184a)

The Ohio Land Trust Co., Cleveland

**Know all Men by these Presents:**That Bay-Con Corporationa Corporation incorporated under the laws of the State of Delaware the Grantorwho claim s title by or through instrument \_\_\_\_\_, recorded in Volume 428, Page 642, CountyRecorder's Office, for the consideration of \_\_\_\_\_ Ten and no/100llars(\$ 10.00 ) received to its full satisfaction of William R. McConnell, Single andMargaret M. Emmons, Single the GranteeA,whose TAX MAILING ADDRESS will be 2406 Cleveland Road, Huron, Ohio 44839do give, grant, bargain, sell and convey unto the said Grantees, their heirs and assigns, the fol-lowing described premises situated in Township of HuronCounty of Erie and State of Ohio:

**PARCEL 1:** Situated in the Township of Huron, County of Erie and State of Ohio and being that part of Lot Number Thirty (30) Section 2 and being further described as follows: Beginning at the intersection of the center line of the Cleveland-Sandusky Road, so-called (as originally established 40 feet in width) and the west line of the Boss Road (so-called); running thence North 72 degrees 35 minutes West, along said center line of the Cleveland-Sandusky Road, a distance of 136.92 feet; thence South 11 degrees no minutes West. A distance of 180.36 feet to an Iron Pin; thence South 89 degrees 17 minutes 50 seconds East, a Distance of 166.25 feet to an Iron Pin in the West Line of the Boss Road; thence North no degrees 30 minutes West, along the west line of the Boss Road, a distance of 138.13 feet to the place of beginning, containing 0.5498 acres, more or less, but subject to legal highways, and subject to the right of way conveyed to the Sandusky and Interurban Electric Railway Company, by instrument dated March 4, 1899 and recorded in Volume 1 of miscellaneous records Page 219, Erie County, Ohio Recorder's Office.

**PARCEL 2:** Situated in the Township of Huron, County of Erie, State of Ohio and being a part of Lot Number Thirty (30), Section 2 and being further described as follows: Beginning on the West line of Lot 30 at a point where the same intersects the southerly line of the Cleveland-Sandusky Road, so-called; thence Southeasterly along the Southerly line of said road for a distance of approximately 530.77 feet to a point on the Westerly property line of the Grantees here in; said point also being in the Easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing Southeasterly along the Southerly line of said road, 136.92 feet to a point on the Easterly property line of the Grantee's herin, said point also being in the Westerly line of Boss Road, so-called; thence Southerly along the last mentioned line 16½ feet to a point; thence Northwesterly, parallel with and 16½ feet from the Southerly line of said road, 136.92 feet to a point on the Westerly property line of the Grantees herein; thence Northerly along the last mentioned line, 16½ feet to the place of beginning.

The intention herein being to convey the Easterly 136.92 feet as described in a deed from the Huron Township Board of Education to the Sandusky and Interurban Electric Railway Company, dated March 4, 1899, recorded in miscellaneous Volume 1, Pages 219-220, Erie County, Ohio Records.

This conveyance has been examined and the Grantor has  
complied with Section 319-202 of the Revised Code.

FEE \$ 54.70EXEMPT \_\_\_\_\_

GERALD SCHWEINFURTH, County Auditor

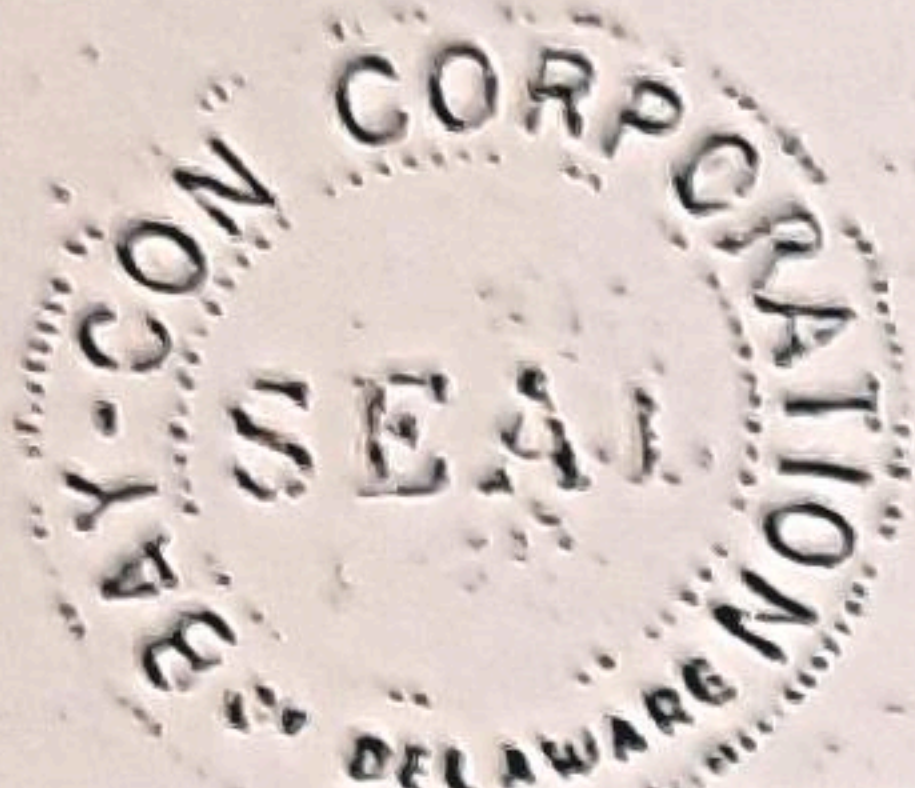


be the same more or less, but subject to all legal highways. To have and to hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said grantee, their heirs and assigns forever. And the said grantor does for itself and its successors and assigns covenant with said grantee, their heirs and assigns, that at and until the enrolling 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 incumbrances whatsoever except taxes and assessments which shall be pro-rated between the Grantor and Grantees at the time of transfer of this deed, zoning ordinances, restrictions and conditions of record, and easements.

and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said grantee, their heirs and assigns, forever, against all lawful claims and demands whatsoever.

In witness whereof said corporation sets its hand and corporate seal,

by Marshall G. Browne, its President  
and John R. Deer, its Vice President  
this 8th day of June A. D. 19 78



Signed and acknowledged in the presence of

By Marshall G. Browne  
Marshall G. Browne,  
President

John R. Deer  
John R. Deer  
Vice President Finance

THE STATE OF OHIO

Erie County

Before me, a Notary Public in and for said County, personally appeared the above named Bay-Con Corporation

by Marshall G. Browne, its President  
and John R. Deer, its Vice President Finance  
who acknowledged that they 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 each of them personally and as such officers.

In testimony whereof I have hereunto set my hand and official seal, at Sandusky, Ohio, this 8th day of June 19 78

Sharon R. Velliquette Notary Public  
Sharon R. Velliquette

This instrument prepared by:  
Bay-Con Corporation

SHARON R. VELLIQUETTE, Notary Public  
My Commission Expires Nov. 16, 1982

WARRANTY DEED FILED

FROM

Bay-Con Corporation, 23 PM 3 19

TO JOHN C. SCHERER  
RECORDER  
ERIE COUNTY, OHIO  
William R. McConnell

Margaret M. Emmons

RECEIVED FOR RECORD

June 23rd, 1978

at 3:19 o'clock P. M.

Recorded June 26th, 1978

in Erie County Records

Volume 468, Page 795-796

John C. Scherer,  
RECORDER

ENTERED FOR TRANSFER

June 23, 1978

Sharon R. Velliquette

June 1.05 H.

THE OHIO LEGAL BLANK CO., CLEVELAND  
This instrument prepared by:  
Sharon R. Velliquette, Notary Public  
SANDUSKY, OHIO 44870

at 83519 5.00 Paid

MICROFILMED



# Know all Men by these Presents

That, WE, BILLY D. SHRIGLEY AND PAMELA SHRIGLEY, HUSBAND AND WIFE,  
the Grantors,

who claim title by or through instrument, recorded in Volume 260, Page 361, County  
276 240  
Recorder's Office, for the consideration of TEN AND NO/100 - - - - -  
Dollars (\$ 10.00 )  
received to OUR full satisfaction of

BAY CONSTRUCTION, INC., AN OHIO CORPORATION

the Grantee,

whose TAX MAILING ADDRESS will be

1630 SYCAMORE LINE, SANDUSKY, OHIO 44870

do

Give, Grant, Bargain, Sell and Convey unto the said Grantee, ITS SUCCESSORS  
/ heirs and assigns, the following described premises, situated in the TOWNSHIP  
HURON, County of ERIE and State of Ohio:

**PARCEL 1:** SITUATED IN THE TOWNSHIP OF HURON, COUNTY OF ERIE AND STATE OF OHIO AND BEING THAT PART OF LOT NUMBER THIRTY (30) SECTION 2 AND BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF THE CLEVELAND-SANDUSKY ROAD, SO-CALLED, (AS ORIGINALLY ESTABLISHED 40 FEET IN WIDTH) AND THE WEST LINE OF THE BOSS ROAD (SO-CALLED); RUNNING THENCE NORTH 72 DEGREES 35 MINUTES WEST, ALONG SAID CENTER LINE OF THE CLEVELAND-SANDUSKY ROAD, A DISTANCE OF 136.92 FEET; THENCE SOUTH 11 DEGREES NO MINUTES WEST, A DISTANCE OF 180.36 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 17 MINUTES 50 SECONDS EAST, A DISTANCE OF 166.25 FEET TO AN IRON PIN IN THE WEST LINE OF THE BOSS ROAD; THENCE NORTH NO DEGREES 30 MINUTES WEST, ALONG THE WEST LINE OF THE BOSS ROAD, A DISTANCE OF 138.13 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.5498 ACRES, MORE OR LESS, BUT SUBJECT TO LEGAL HIGHWAYS, AND SUBJECT TO THE RIGHT OF WAY CONVEYED TO THE SANDUSKY AND INTERURBAN ELECTRIC RAILWAY COMPANY, BY INSTRUMENT DATED MARCH 4, 1899 AND RECORDED IN VOLUME 1 OF MISCELLANEOUS RECORDS PAGE 219, ERIE COUNTY, OHIO RECORDER'S OFFICE.

**PARCEL 2:** SITUATED IN THE TOWNSHIP OF HURON, COUNTY OF ERIE, STATE OF OHIO AND BEING A PART OF LOT NUMBER THIRTY (30), SECTION 2 AND BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF LOT 30 AT A POINT WHERE THE SAME INTERSECTS THE SOUTHERLY LINE OF THE CLEVELAND-SANDUSKY ROAD, SO-CALLED; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID ROAD FOR A DISTANCE OF APPROXIMATELY 530.77 FEET TO A POINT ON THE WESTERLY PROPERTY LINE OF THE GRANTEE'S HEREIN; SAID POINT ALSO BEING IN THE EASTERLY PROPERTY LINE OF MELVIN C. AND DOROTHY REINHART AND THE TRUE PLACE OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID ROAD, 136.92 FEET TO A POINT ON THE EASTERLY PROPERTY LINE OF THE GRANTEE'S HEREIN, SAID POINT ALSO BEING IN THE WESTERLY LINE OF BOSS ROAD, SO-CALLED; THENCE SOUTHERLY ALONG THE LAST MENTIONED LINE 16½ FEET TO A POINT; THENCE NORTHWESTERLY, PARALLEL WITH AND 16½ FEET FROM THE SOUTHERLY LINE OF SAID ROAD, 136.92 FEET TO A POINT ON THE WESTERLY PROPERTY LINE OF THE GRANTEE'S HEREIN; THENCE NORTHERLY ALONG THE LAST MENTIONED LINE, 16½ FEET TO THE PLACE OF BEGINNING.

THE INTENTION HEREIN BEING TO CONVEY THE EASTERLY 136.92 FEET AS DESCRIBED IN A DEED FROM THE HURON TOWNSHIP BOARD OF EDUCATION TO THE SANDUSKY AND INTERURBAN ELECTRIC RAILWAY COMPANY, DATED MARCH 4, 1899, RECORDED IN MISCELLANEOUS VOLUME 1, PAGES 219-220, ERIE COUNTY, OHIO RECORDS.

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

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.

FEE \$ 30.00

EXEMPT

R.E. TAX \$ 90.00

CERARD SCHWEINFURTH, County Auditor



To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, ITS SUCCESSORS, heirs and assigns forever.

And we, BILLY D. SHRIGLEY AND PAMELA SHRIGLEY the said Grantors, do for OURSELVES and OUR heirs, executors and administrators, covenant with the said Grantee, ITS SUCCESSORS heirs and assigns, that at and until the encasing 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 SHALL BE PRO-RATED BETWEEN THE GRANTORS AND GRANTEE AT THE TIME OF TRANSFER OF THIS DEED, ZONING ORDINANCES, RESTRICTIONS AND CONDITIONS OF RECORD, AND EASEMENTS,

and that we will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, ITS SUCCESSORS heirs and assigns, against all lawful claims and demands whatsoever

And for valuable consideration

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

In Witness Whereof we have hereunto set OUR hands, the 30th. day of August, in the year of our Lord one thousand nine hundred and SEVENTY-TWO (1972)

Signed and acknowledged in the presence of

James F. DeBartolo Jr.

Billy D. Shrigley  
BILLY D. SHRIGLEY

Joseph V. Bilgen

Pamela Shrigley  
PAMELA SHRIGLEY

State of Ohio }  
ERIE County, } ss. Before me, a NOTARY PUBLIC in and for said County and State, personally appeared the above named BILLY D. SHRIGLEY AND PAMELA SHRIGLEY, 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 Huron, Ohio this 30<sup>th</sup> day of August, A. D. 19 72

This instrument prepared by  
RICHARD J. LAMATRE, ATTORNEY  
HERON, OHIO

Joseph V. Bilgen  
JOSEPH V. BILGEN, Notary Public  
My Commission Expires July 1, 1973

Warranty Deed

1972 SEP 15 5:15 PM  
BILLY D. SHRIGLEY, ET AL  
TO  
CARL A. SPEIR  
RECORDER  
ERIE COUNTY OHIO  
BAY CONSTRUCTION, INC.  
AN  
OHIO CORPORATION

Transferred 9-5-1972  
Frederick B. Schweinfurt  
Fee \$ 105.00 COUNTY AUDITOR

County of Erie ss.  
State of Ohio

Received for Record on the  
5th day of September 19 72  
at 2:13 o'clock P.M.  
and Recorded September 6th 19 72 in  
Deed Book 420 Page 642-643

Recorder's Fees \$ 2.00 Paid  
-Carl A. Speir  
COUNTY RECORDER

MICROFILMED

UNITED TITLE INSURANCE CORPORATION  
BOX 1222  
CINCINNATI, OHIO

41891

643



QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That, OHIO EDISON COMPANY, an Ohio Corporation, the GRANTOR, who claims title by or through instrument recorded in Volume 265, Pages 184-197 inclusive, in Erie County Record of Deeds, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to its full satisfaction of BILLY D. SHRIGLEY and PAMELA SHRIGLEY whose tax mailing address is R. D. #1, Huron, Ohio, the GRANTEEES, has given, granted, remised, released and forever quit-claimed, and does by these presents absolutely give, grant, remise, release and forever quit-claim unto said Grantees, their heirs and assigns forever, all such right and title as the said Grantor has or ought to have in and to the following described premises.

Situated in the Township of Huron, County of Erie, State of Ohio, being a part of Lot 30 in Section 2, and being further described as follows:

Beginning on the west line of Lot 30 at a point where the same intersects the southerly line of the Cleveland and Sandusky Road, so-called; thence southeasterly along the southerly line of said road for a distance of approximately 530.77 feet to a point on the westerly property line of the Grantees herein, said point also being in the easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing southeasterly along the southerly line of said road, 136.92 feet to a point on the easterly property line of the Grantees herein, said point also being in the westerly line of Boss Road, so-called; thence southerly along the last mentioned line  $16\frac{1}{2}$  feet to a point; thence northwesterly, parallel with and  $16\frac{1}{2}$  feet from the southerly line of said road, 136.92 feet to a point on the westerly property line of the Grantees herein; thence northerly along the last mentioned line,  $16\frac{1}{2}$  feet to the place of beginning.

The intention herein being to convey the easterly 136.92 feet as described in a deed from The Huron Township Board of Education to The Sandusky & Inter-urban Electric Railway Company, dated March 4, 1899, recorded in Miscellaneous Volume 1, Pages 219-220, Erie County Record of Deeds.

The Grantees herein assume and agree to pay taxes and assessments for the year 1956 and thereafter.

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



forever.

IN WITNESS WHEREOF, said Corporation has hereunto set its hand and corporate seal this 26<sup>th</sup> day of November, 1956.

Signed and acknowledged in the presence of:

OHIO EDISON COMPANY

Erle Co. Deed

By J. A. Strozier  
Vice President

L. I. Wells

And L. I. Wells  
Secretary

STATE OF OHIO }  
COUNTY OF SUMMIT } SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Ohio Edison Company by J. A. Strozier, its Vice President, and L. I. Wells, its Secretary, who acknowledged that they 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 them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 26<sup>th</sup> day of November, A.D. 1956.

Kathryn Haschel  
Notary Public

This instrument prepared by  
J. R. White  
Attorney at Law

KATHRYN HASCHEL, Notary Public  
My Commission Expires May 16, 1957



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ARM

FILED

1956 DEC 6 PM 2 23

CARL A SPEIR  
RECORDER  
ERIE COUNTY OHIO

Proposed  
Erle Co. Deed  
Erie County and its  
Rec. 10 E.

Recorded Dec. 7th, 1956. in  
Erle Co. Deed Records.  
Vol. 276 Page 240-241  
Carl A. Speir, Recorder.

140 Paid

Mail - Shugley  
Bely #1-  
R.D.  
Akron, O.



DEED OF CONVEYANCE

THE TOLEDO EDISON COMPANY, an Ohio corporation with its principal office at Toledo, Ohio, the Grantor, for good and valuable consideration, hereby gives, grants, assigns, transfers and conveys to OHIO EDISON COMPANY, an Ohio corporation with its principal office at Akron, Ohio, all the Grantor's right, title and interest in and to the lands, interests in lands, easements, permits, consents, licenses and rights-of-way as granted or conveyed in and by the instruments hereinafter listed.

Each of said instruments relates to lands located in the County of Erie, Ohio. Each was executed in favor of The Toledo Edison Company or its predecessors in title by the Grantor whose name is given, together with the date of conveyance, the Volume and Page of the Records of Erie County at which the same is recorded and a parcel number used for identification purposes by The Toledo Edison Company.

| <u>Parcel No.</u>                                       | <u>Grantor</u>    | <u>Date of<br/>Instrument</u> | <u>Volume</u> | <u>Page</u> |
|---------------------------------------------------------|-------------------|-------------------------------|---------------|-------------|
| <u>LORAIN TO CEYLON JUNCTION</u><br><u>RIGHT-OF-WAY</u> |                   |                               |               |             |
| 2084                                                    | Otto, Jacob       | 10/11/1900                    | 6             | 524         |
| 2085                                                    | Neiding, Henry    | 10/15/1900                    | 72            | 585         |
| 2086                                                    | Rathbun, Harriet  | 1/18/01                       | 72            | 584         |
| 1                                                       | Adams, Bert M.    | 11/17/48                      | 208           | 421-2       |
| 2088                                                    | Hast, Adam W.     | 10/15/00                      | 72            | 582         |
| 2                                                       | Wade, George G.   | 8/6/46                        | 187           | 69          |
| 3                                                       | Wade, George G.   | 8/6/46                        | 187           | 68          |
| 2091                                                    | Douglas, Cornelia | 11/10/1900                    | 72            | 579         |
| 4                                                       | Young, Belle M.   | 11/13/47                      | 208           | 394-5       |
| 5                                                       | Horwedel, Mark    | 11/18/47                      | 208           | 386-7       |
| 2093                                                    | Nan, H.           | 1/10/01                       | 72            | 577         |
| 2094                                                    | Seiling, John     | 11/19/1900                    | 72            | 576         |



| <u>Parcel No.</u> | <u>Grantor</u>              | <u>Date of Instrument</u> | <u>Volume</u> | <u>Page</u> |
|-------------------|-----------------------------|---------------------------|---------------|-------------|
| 2                 | Eckhoff, Wilbur             | 8/7/50                    | 234           | 89          |
| 3                 | LaFavre, Martha M.          | 7/27/50                   | 234           | 99          |
| 80                | Graham, J. R.               | 9/22/97                   | 1             | 210-1       |
| 81                | Osborn, Myron D.            | 9/22/97                   | 1             | 209-10      |
| 81                | Osborn, Myron D.            | 4/22/03                   | 72            | 593         |
| 83                | Hinde, Edward G.            | 9/22/97                   | 1             | 207-8       |
| 84                | Troiike, Ferdinand          | 1/30/03                   | 75            | 243         |
| 85                | Faber, Joseph A.            | 3/7/34                    | 159           | 349         |
| 4                 | New York Central RR.        | 2/28/44                   | 176           | 563         |
| 5                 | Linker, Emma J.             | 10/30/47                  | 203           | 47-48       |
| 87                | Curtis, Ortugal             | 1/30/03                   | 75            | 241         |
| 88                | Hemminger, August           | 3/27/09                   | 75            | 228         |
| 89                | Bardshar, Martha V.         | 2/9/03                    | 75            | 240         |
| 90                | Bardshar, Allan             | 2/9/03                    | 75            | 239         |
| 91                | Jinks, Mary                 | 4/30/34                   | 159           | 350         |
| 6                 | Schenk, Andrew              | 11/3/49                   | 234           | 96          |
| 92                | Bonnett, Lizzie             | 5/1/34                    | 159           | 352         |
| 2076              | Huron Twp. Bd. of Education | 3/4/97                    | 1             | 219-20      |
| 92                | Reifer, Peter               | 5/18/12                   | 96            | 355         |
| 93                | Isaac, Henry J.             | 8/10/14                   |               |             |
| 94                | Esch, Winthrop Wright       | 12/19/12                  | 98            | 294-5       |
| 95                | Esch, Gertrude W.           | 12/23/12                  | 98            | 288-9       |
| 96                | Chapin, Anna M. Fries       | 9/26/12                   | 97            | 145-6-7     |
| 97                | Chapin, Anna M. Fries       | 9/26/12                   | 97            | 144-5       |
| 98                | Wright, Douglas A.          | 6/2/27                    | 132           | 485         |
| 99                | Klein, Anthony              | 8/6/17                    | 105           | 238         |
| 100               | Klein, August               | 9/5/17                    | 154           | 199         |
| 101               | Stein, Hattie M.            | 8/26/99                   | 1             | 193-4       |
| 102               | Coen, F. W.                 | 5/21/12                   | 154           | 198         |
| 103               | Becker, J. P.               | 11/5/36                   | 157           | 308         |
| 104               | Becker, J. P.               | 5/21/12                   | 108           | 574         |
| 6                 | Texas Distributing Co.      | 3/1/39                    | 158           | 631         |

Vol 265 Page 188



name to be subscribed and its seal to be affixed hereto by J. K. Davis, its Vice President, and W. R. Moran, its Assistant Secretary, this 31st day of October, 1955.

Signed, sealed and acknowledged in the presence of:

Donald G. Nicholson

Geneva I. Leake

THE TOLEDO EDISON COMPANY

By J. K. Davis  
J. K. Davis, Vice President

And W. R. Moran  
W. R. Moran, Assistant Secretary

STATE OF OHIO  
LUCAS COUNTY, ss:

Before me, a Notary Public in and for said County, personally appeared J. K. Davis, Vice President, and W. R. Moran, Assistant Secretary, of said The Toledo Edison Company, 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 Vice President and Assistant Secretary of said The Toledo Edison Company in behalf of said grantor corporation and by authority of its board of directors; and that said instrument is the voluntary act and deed of the said J. K. Davis and W. R. Moran as such officers and the voluntary act and deed of said grantor corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 31st day of October, 1955.

Geneva I. Leake  
Notary Public

GENEVA I. LEAKE  
Notary Public, in and for Lucas County, Ohio  
My Commission Expires Sept. 21, 1958

This instrument prepared by Paul M. Smart



-14-

142949

1955 OCT 31 PM 3 10

DEED OF CONVEYANCE

CARL A SPEIR  
RECORDER

ERIE COUNTY OHIO

THE TOLEDO EDISON COMPANY,  
Grantor

to

OHIO EDISON COMPANY, Grantee

W. R. Moran

Donald G. Nicholson

Recorded Nov. 2nd, 1955 in Erie  
County Deed Records.  
Vol. 265 Pages 184-197 incl.  
Carl A. Speir, Recorder.

of 20 Feb



DEED AND BILL OF SALE

F. W. Coen, Special Master, et al. To

THE TOLEDO EDISON COMPANY

KNOW ALL MEN BY THESE PRESENTS, That Whereas, on or about the 28th day of January, 1935, Ohio Utilities Finance Company, as Complainant, filed its Bill of Complaint in Equity in the District Court of the United States for the Northern District of Ohio, Eastern Division, against The Lake Shore Electric Railway Company, The Sandusky, Fremont & Southern Railway Company and The Lorain Street Railroad Company, as Defendants, being Cause No. 4586 in Equity on the Docket of said court; and

WHEREAS, on or about the 30th day of January, 1933, said court made and entered its order appointing F. W. Coen, Receiver of said Defendant, The Lake Shore Electric Railway Company (hereinafter sometimes referred to as the "Railway Company"), and of all the property of every kind and description whatsoever and wheresoever situated of said Company, and thereafter the said Receiver qualified as such and entered upon and took possession of such property and assets; and thereafter, on or about the 18th day of October, 1933, The Chase National Bank of the City of New York, as Trustee under a certain Indenture of Mortgage dated January 1, 1903, executed by the Railway Company to The American Trust Company as Trustee, filed in said court a Bill of Complaint, in a cause in Equity, being No. 4798, against the Railway Company, F. W. Coen as Receiver of the Railway Company, et al., praying, among other things, for the foreclosure of said mortgage and for other relief as therein specified; and

WHEREAS, thereafter, The City National Bank & Trust Company of Columbus, as Trustee under a certain Indenture of Mortgage dated February 1, 1903, executed and delivered by the Railway Company to The American Trust Company as Trustee, filed an Answer and Cross Bill to said Bill of Complaint, praying, among other things, for the foreclosure of said mortgage; and

WHEREAS, on or about October 12, 1933, the said court duly made and entered its order in said Cause appointing said F. W. Coen as Receiver of all of the property of the Railway Company, covered by the lien of said mortgage, and of the income from said property, and consolidated said Causes numbered 4586 and 4798 into Consolidated Cause in Equity No. 4586; and

WHEREAS, on or about November 14, 1936, The Cleveland Trust Company, as Trustee under a certain Indenture of Mortgage dated July 1, 1897, executed by The Lorain & Cleveland Railway Company to The Cleveland Trust Company as Trustee, filed its intervening Petition in said Court in the above entitled Consolidated Cause No. 4586, praying for the foreclosure of said mortgage and for other relief as therein specified; and

WHEREAS, on or about February 20, 1937, The Union Guardian Trust Company of Detroit, Michigan, as Trustee under a Certain Indenture of Mortgage dated January 2, 1900, executed by The Toledo, Fremont & Norwalk Railroad Company to The Union Trust Company of Detroit, Michigan, as Trustee, filed its intervening Bill in said Court in the above entitled Consolidated Cause No. 4586, praying for the foreclosure of said mortgage and for other relief as therein specified; and

WHEREAS, thereafter, on the first day of December, 1937, said Court duly made and entered a final Decree of Foreclosure and Sale in said Consolidated Cause and in each of the Constituent Causes of said Consolidated Cause, in which order said F. W. Coen was duly appointed Special Master, to execute said Decree and to make, direct and conduct a sale of all the property in said Decree described and therein directed to be sold, and being all the property of every kind, character and description owned by the Railway Company and all property of every kind, character and description of the Receiver of said Railway Company excepting only the property referred to in Paragraphs 1 and 2 of Lot "C" in Schedule A attached to said decree; and



7. Warranty Deed from Wright N. Stein, dated August 26, 1916, recorded in Volume 109, Page 39, Erie County Deed Records.

A private right of way, being a strip of land varying in width from 60 feet to 132 feet, and extending from VanRensselaer Street in the Village of Huron, Ohio, to the westerly corporation limits of said Village, a distance of approximately 1.02 miles, the same having been acquired by The Lake Shore Electric Railway Company or J. P. Becker, or F. W. Coen, under the following instruments and conveyances of record, as more particularly described therein, to-wit:

1. Warranty Deed from The Huron Land Company, dated July 8, 1918, recorded in Volume 108, Page 572, Erie County Deed Records.

2. Warranty Deed from J. P. Becker, dated May 21, 1912, recorded in Volume 108, Page 574, Erie County Deed Records.

3. Warranty Deed from Harry Rimelspach, dated May 20, 1912, and recorded in Volume 97, at Page 148, Erie County Deed Records, and excepting therefrom premises conveyed by The Lake Shore Electric Railway Company to The Huron Land Company by Deed dated August 17, 1918, recorded in Volume 108, Page 430, Erie County Deed Records.

4. Deed from Peter and Margaretta Reifer, dated April 6, 1912, recorded in Volume 97, Pages 149-150, Erie County Deed Records.

5. Deed from Henry Hull, dated April 24, 1918, recorded in Volume 108, Page 573, Erie County Deed Records.

6. Deed from Jerry L. and Catherine Paxton, dated March 14, 1913, recorded in Volume 97, Pages 377-8, Erie County Deed Records.

7. Warranty Deed from J. P. Becker, dated May 21, 1912, recorded in Volume 105, Page 237, Erie County Deed Records.

8. Warranty Deed from Gottlieb and Bertha Werner, dated June 1, 1912, recorded in Volume 97, at Pages 141-2, Erie County Deed Records.

9. Warranty Deed from Mary E. and Earl D. Shesler, dated April 25, 1918, recorded in Volume 105, Page 236, Erie County Deed Records.

10. Warranty Deed from F. W. Coen and wife, dated May 21, 1912, recorded in Volume 154, Page 198, Erie County Deed Records.

11. Deed from Eliza J. Wright, et al., dated December 23, 1912, recorded in Volume 98, at Pages 289-290-1, Erie County Deed Records.

12. Deed from Dr. J. P. Esch, Guardian, dated December 30, 1912, and recorded in Volume 98, at Pages 294-5, Erie County Deed Records.

13. Warranty Deed from August and Christina Klein, dated September 5, 1917, recorded in Volume 154, Page 199, Erie County Deed Records.

14. Warranty Deed from Anthony and Mary Klein, dated August 6, 1917, recorded in Volume 105, Page 238, Erie County Deed Records.

15. Deed from J. P. Becker, dated June 2, 1927, recorded in Volume 132, Page 485, Erie County Deed Records.

A private right of way, being a strip of land varying in width from 16-1/2 feet to 100 feet, and extending from the westerly corporation limits of the Village of Huron, Erie County, Ohio, to the intersection of Milan Road and Hull's Road, in said County, an approximate distance of 5.49 miles, the same having been acquired by The Lake Shore Electric Railway Company, or The Sandusky & Interurban Electric Railway Company, under the following instruments, conveyances or proceedings of record, as more particularly described therein, to-wit:

1. Warranty Deed from Anna M. Fries Chapin and Valentine A. Fries, dated September 26, 1912, and recorded in Volume 97, at Pages 145-6-7, Erie County Deed Records.



2. Warranty Deed from Gertrude W. and J. P. Esch, dated December 23, 1912, and recorded in Volume 98, Pages 288-9, Erie County Deed Records.
3. Deed from Eliza J. Wright, et al., dated December 23, 1912, recorded in Volume 98, Pages 289-290-291, Erie County Deed Records.
4. Land appropriated in the case of "The Lake Shore Electric Railway Company v. Henry J. Isaacs and Alice B. Isaacs," being proceedings in the Probate Court of Erie County, Ohio, final Journal Entry in which was entered as of the ninth day of May, 1914.
5. Agreement between Phillip Seyler and wife and Thomas Wood, Trustee, dated November 17, 1898, and conveyance from Thomas Wood, Trustee and wife, dated January 7, 1903, recorded in Volume 74, Pages 463-4, Erie County Deed Records.
6. Agreement with Huron Township Board of Education of Erie County, Ohio, dated March 4, 1899, recorded in Volume 1, at Pages 219-220, Miscellaneous Records of Erie County.
7. Warranty Deed from Christina Brown, dated March 30, 1903, recorded in Volume 75, at Page 227, Erie County Deed Records.
8. Contract with Fred and Emma Hockeimer, dated January 27, 1903, recorded in Volume 72, Page 528, Erie County Deed Records.
9. Warranty Deed from Mary and Isa Jinks, dated January 30, 1903, and recorded in Volume 75, Page 238, Erie County Deed Records.
10. Warranty Deed from Allen J. Bardshar and wife, dated February 9, 1903, and recorded in Volume 75, Page 239, Erie County Deed Records.
11. Warranty Deed from Martha V. Bardshar and husband, dated February 9, 1903, recorded in Volume 75, at Page 240, Erie County Deed Records.
12. Warranty Deed from August Hemminger, dated March 27, 1903, recorded in Volume 75, at Page 228, Erie County Deed Records.
13. Warranty Deed from Ortugal Curtis and wife, dated January 30, 1903, recorded in Volume 75, Page 241, Erie County Deed Records.
14. Contract for Right of Way with Gustavus Graham, et al., dated January 17, 1901, recorded in Volume 72, Page 529, Erie County Deed Records.
15. Warranty Deed from George Strauss and wife, dated May 19, 1899, recorded in Volume 68, Page 274, Erie County Deed Records.
16. Warranty Deed from Joseph A. Faber and wife, dated January 30, 1903, recorded in Volume 75, Page 242, Erie County Deed Records.
17. Warranty Deed from Ferdinand and Caroline Troyke, dated January 30, 1903, recorded in Volume 75, Page 243, Erie County Deed Records.
18. Agreement for Right of Way between Edward G. Hinde and Thomas Wood, Trustee, dated September 22, 1897, and recorded in Volume 1, Page 207-208, Erie County Miscellaneous Records.
19. Agreement for Right of Way with Huron Township Board of Education, dated March 4, 1899, recorded in Volume 1, Page 219, 220, Miscellaneous Records, Erie County, Ohio.
20. Contract for Right of Way with Myron D. Osborn, dated April 22, 1903, recorded in Volume 72, Page 593, Erie County Deed Records.
21. Agreement for Right of Way between G. R. Graham and Thomas Wood, Trustee, dated September 22, 1897, and recorded in Volume 1, Pages 210-211, Erie County Miscellaneous Records.
22. Agreement for Right of Way between Charles A. LaFavre and Thomas Wood, Trustee, dated September 22, 1897, recorded in Volume 1, Pages 212-213, Erie County Miscellaneous Records.
23. Agreement for Right of Way between S. E. Taylor and Thomas Wood, Trustee, dated



September 22, 1897, and recorded in Volume 1, Pages 213-214-215, Erie County Miscellaneous Records.

24. Warranty Deed from Anton Kob and Mary Kob, dated January 29, 1903, and recorded in Volume 75, Page 244, Erie County Deed Records.

25. Warranty Deed from John Mulaney, dated January 29, 1903, recorded in Volume 75, Page 245, Erie County Deed Records.

26. Agreement for Right of Way with A. A. and Fannie St. John, dated September 22, 1897, recorded in Volume 1, at Pages 216-17, Erie County Miscellaneous Records.

27. Warranty Deed from Fred A. and Cecelia Faber, dated January 29, 1903, and recorded in Volume 75, Page 247, Erie County Deed Records.

28. Warranty Deed from John Kerr, Sr., and John Kerr, Jr., dated February 27, 1903, and recorded in Volume 75, Page 246, Erie County Deed Records.

29. Deed from Commissioners of Erie County, Ohio, dated March 9, 1903, and recorded in Volume 72, Page 170, Erie County Deed Records.

30. Deed from Augustus St. John and wife to The Sandusky, Milan & Norwalk Railway Company, dated June 7, 1894, recorded in Volume 60, Page 88, Erie County Deed Records. Excepting therefrom premises described in Deed from The Lake Shore Electric Railway Company to Michael Wagner, dated April 27, 1904, recorded in Volume 76, Page 265, Erie County Deed Records.

Also lands used as a private right of way, located between the intersection of Milan Road and Hull's Road, in Erie County, Ohio, and the northeast corner of the lands of The Ohio Soldiers' and Sailors' Home in Erie County, Ohio, the same having been acquired by The Lake Shore Electric Railway Company or The Sandusky & Interurban Electric Railway Company, under the following instruments and conveyances of record, as more particularly described therein, to-wit:

1. Agreement of Right of Way with Michael Wagner, dated July 12, 1899, recorded in Volume 1, Pages 218-19, Erie County Miscellaneous Records.

2. Agreement of Right of Way with William Lungwich and Elizabeth Berger Williamson, dated April 11, 1899, recorded in Volume 1, Pages 2-6-7, Erie County Miscellaneous Records.

#### B. CEYLON JUNCTION TO NORWALK (Erie and Huron Counties)

A private right of way, being a strip of land varying in width from 16-1/2 feet to 33 feet, and extending from Ceylon Junction, Erie County, Ohio at the intersection of said right of way with the right of way of The Lake Shore Electric Railway Company extending from Lorain, Ohio, to Sandusky, Ohio, southerly through Erie County, Ohio, to the northerly corporation limits of the Village of Berlin Heights, Ohio, a distance of approximately 3.43 miles, the same having been acquired by The Lake Shore Electric Railway Company or The Sandusky and Interurban Electric Railway Company under the following instruments or conveyances of record as more particularly described therein, to-wit:

1. Contract for Right of Way with Jacob Otto and wife, dated December 14, 1900, recorded in Volume ....., Page....., Erie County Deed Records.

2. Warranty Deed from Patrick Mahan and wife, dated January 30, 1903, recorded in Volume 74, Page 433, Erie County Deed Records.

3. Contract for Right of Way with Della and Ora Sarr, dated August 22, 1901, recorded in Volume 72, Page 502, Erie County Deed Records.

4. Warranty Deed from Thomas Wood, Trustee, dated January 17, 1903, recorded in Volume 74, Page 434, Erie County Deed Records.

5. Warranty Deed from Thomas Wood, Trustee, dated January 17, 1903, recorded in Volume 74, Page 435, Erie County Deed Records.



consideration of the premises, and pursuant to the directions in said Decrees contained, and by way of further assurance, does hereby release and quit claim unto The Toledo Edison Company, its successors and assigns, all its right, title and interest as such trustee in and to the property by this instrument conveyed or assigned and transferred by the Special Master, or intended so to be;

TO HAVE AND TO HOLD the same unto said The Toledo Edison Company, its successors and assigns forever, subject as aforesaid:

AND THIS INDENTURE FURTHER WITNESSETH: That Ohio Utilities Finance Company, having heretofore assigned, transferred and set over to The Toledo Edison Company, its successors and assigns, all its right, title and interest in and to the aforesaid property, and having requested that all deeds and other instruments of conveyance of said property be made to The Toledo Edison Company, its successors and assigns, does hereby join in the execution of this instrument for the purpose of releasing and confirming, and does hereby release and confirm unto said The Toledo Edison Company, its successors and assigns, all its right, title and interest in and to the aforesaid property:

TO HAVE AND TO HOLD the same unto said The Toledo Edison Company, its successors and assigns forever, subject as aforesaid:

AND THIS INDENTURE FURTHER WITNESSETH: That neither the Special Master, nor the Receiver of the Railway Company, nor the trustees under the mortgages hereinabove referred to, nor any of them, shall incur any personal liability by reason of the execution of this instrument or by reason of any recital or covenant herein contained.

In order to facilitate the recording of this instrument, the same may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, I, F. W. Coen, Special Master as aforesaid, and I, F. W. Coen, Receiver as aforesaid, have hereunto set my name, and The Lake Shore Electric Railway Company, a corporation, The Chase National Bank of the City of New York, as trustee as aforesaid, The City National Bank and Trust Company of Columbus, as trustee as aforesaid, The Cleveland Trust Company, as trustee as aforesaid, the Union Guardian Trust Company, as trustee as aforesaid, and Ohio Utilities Finance Company, a corporation, each by its proper officers, have hereunto caused their respective names to be signed and their respective seals affixed, this 23 day of February, A.D. 1938.

Signed and acknowledged  
in the presence of:

M. W. Stevens  
Eugene R. Sullivan

F. W. Coen,  
Special Master

M. W. Stevens  
Eugene R. Sullivan

F. W. Coen,  
Receiver

Signed and acknowledged  
in the presence of:

M. W. Stevens  
Eugene R. Sullivan

(Seal)

THE LAKE SHORE ELECTRIC RAILWAY  
COMPANY,  
By F. W. Coen, President.  
S. Jorgensen, Secretary.

Signed and acknowledged  
in the presence of:

E. O. Stoothoff  
Richard W. Yerg

(Seal)

THE CHASE NATIONAL BANK OF THE CITY  
OF NEW YORK, as Trustee as aforesaid  
By O. P. Farwell, Second Vice  
President.  
P. C. Beardslee, Assistant Cashier.

Signed and acknowledged  
in the presence of:

Alma Krauss  
J. B. Murphy

(Seal)

THE CITY NATIONAL BANK AND TRUST  
COMPANY OF COLUMBUS, as Trustee  
as aforesaid,  
By D. W. Putnam, Vice Pres.  
V. M. Acton, Cashier.

Signed and acknowledged  
in the presence of:

H. C. Rippner  
R. Yours (?)

(Seal)

THE CLEVELAND TRUST COMPANY, as  
Trustee as aforesaid,  
By R. A. Malm, Vice President.  
G. C. Stewart, Asst. Trust Officer.

Signed and acknowledged  
in the presence of:

William H. Granse  
D. Scherer

(Seal)

UNION GUARDIAN TRUST COMPANY,  
As Trustee as aforesaid.  
By A. A. F. Maxwell, Vice President.  
I. L. Bowman, Asst. Secy.

Signed and acknowledged  
in the presence of:

Eugene R. Sullivan  
M. N. Thernes

(Seal)

OHIO UTILITIES FINANCE COMPANY,  
By C. L. Proctor, Vice Pres.,  
H. T. Ledbetter, Ass't. Secy.

STATE OF OHIO, )  
COUNTY OF CUYAHOGA, ) SS.

BEFORE ME, a Notary Public, in and

for said county, personally appeared the above named F. W. Coen, to me known and known by me to be the Special Master and Receiver appointed in the proceedings hereinabove referred to, who did acknowledge the signing of the foregoing instrument as such Special Master and as such Receiver, and that the same is his free act and deed, personally and as such Special



Master and as such Receiver, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 23 day of February, 1938.

(Notarial Seal)

My Commission Expires Nov. 4, 1938.

Mabelle W. Stevens, Notary  
Public, Cuyahoga County, Ohio.

STATE OF OHIO, )  
COUNTY OF CUYAHOGA, ) SS.

BE IT REMEMBERED, That on the

23rd day of February, 1938, before me, the subscriber, a Notary Public for the county and state aforesaid, personally came F. W. Coen who is and is personally known by me to be the President of The Lake Shore Electric Railway Company, and S. Jorgensen, who is and is personally known by me to be the Secretary of The Lake Shore Electric Railway Company, and severally acknowledged that the name of said company was signed by said President and the seal of said company was affixed and attested by said Secretary to the foregoing instrument by the direction and authority of said company, and that they severally acknowledged that they signed, sealed and executed the foregoing instrument and that the foregoing instrument is the free act and deed of said company and of themselves respectively as President and Secretary of said company, for the uses and purposes therein mentioned.

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

(Notarial Seal)

My Commission Expires Nov. 4, 1938.

Mabelle W. Stevens, Notary  
Public, Cuyahoga County, Ohio.

STATE OF NEW YORK, )  
COUNTY OF NEW YORK, ) SS.

BE IT REMEMBERED, That on the

11th day of March, 1938, before me, the subscriber, a Notary Public for the county and state aforesaid, personally came O. P. Farwell, who is and is personally known by me to be a Second Vice President of The Chase National Bank of the City of New York, and P. C. Beardslee, who is and is personally known by me to be a Assistant Cashier of The Chase National Bank of the City of New York, and severally acknowledged that the name of said company was signed by said O. P. Farwell and the seal of said company was affixed and attested by said P. C. Beardslee to the foregoing instrument by the direction and authority of said company, and that they severally acknowledged that they signed, sealed and executed the foregoing instrument, and that the foregoing instrument is the free act and deed of said The Chase National Bank of the City of New York as Trustee as aforesaid and of themselves respectively as Second Vice President and Assistant Cashier of said bank, for the uses and purposes therein mentioned.

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

(Notarial Seal)

Commission expires March 30, 1939.

Frank R. Hall, Notary Public,  
Westchester County, Certificates  
filed in New York County Clerk's No.  
1089, Register's No. 9-H-672.

STATE OF OHIO, )  
COUNTY OF FRANKLIN, ) SS.

BE IT REMEMBERED, That on the

25th day of February, 1938, before me, the subscriber, a Notary Public for the county and state aforesaid, personally came D. W. Putnam, who is and is personally known by me to be the Vice President of The City National Bank & Trust Company of Columbus and V. M. Acton, who is and is personally known by me to be the Cashier of The City National Bank & Trust



Company of Columbus, and severally acknowledged that the name of said company was signed by said D. W. Putnam and the seal of said company was affixed and attested by said V. M. Acton to the foregoing instrument by the direction and authority of said company, and that they severally acknowledged that they signed, sealed and executed the foregoing instrument, and that the foregoing instrument is the free act and deed of said The City National Bank & Trust Company of Columbus as Trustee as aforesaid, and of themselves respectively as Vice President and Cashier of said company, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.  
(Notarial Seal)

Ella Forquer, Notary Public,  
Franklin County, O.

STATE OF OHIO, )  
COUNTY OF CUYAHOGA, ) SS.

BE IT REMEMBERED That on the 12th day of March, 1938, before me, the subscriber, a Notary Public for the county and state aforesaid, personally came R. A. Malm, who is and is personally known by me to be the Vice-President, of The Cleveland Trust Company, and G. C. Stewart, who is and is personally known by me to be the Asst. Trust Officer of The Cleveland Trust Company, and severally acknowledged that the name of said company was signed by said R. A. Malm and the seal of said company was affixed and attested by said G. C. Stewart to the foregoing instrument by the direction and authority of said company, and that they severally acknowledged that they signed, sealed and executed the foregoing instrument, and that the foregoing instrument is the free act and deed of said The Cleveland Trust Company as Trustee as aforesaid, and of themselves respectively as Vice President and Asst. Trust Officer of said company, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.  
(Notarial Seal)

My commission expires March 25, 1939.

R. H. Hunter, Notary Public,  
Cuyahoga County, Ohio.

STATE OF MICHIGAN, )  
COUNTY OF WAYNE, ) SS.

BE IT REMEMBERED That on the 14th day of March, 1938, before me, the subscriber, a Notary Public for the county and state aforesaid, personally came A. A. F. Maxwell, who is and is personally known by me to be the Vice President of The Union Guardian Trust Company, and I. L. Bowman who is and is personally known by me to be the Ass't. Secretary of The Union Guardian Trust Company, and severally acknowledged that the name of said company was signed by said A. A. F. Maxwell and the seal of said company was affixed and attested by said I. L. Bowman to the foregoing instrument by the direction and authority of said company, and that they severally acknowledged that they signed, sealed and executed the foregoing instrument, and that the foregoing instrument is the free act and deed of said The Union Guardian Trust Company as Trustee as aforesaid, and of themselves respectively as Vice President and Ass't. Secretary of said company, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.  
(Notarial Seal)

My commission expires May 13, 1939.

Freda Welling, Notary Public,  
Wayne County, Mich.

No. B 193988

NOTARIAL ACKNOWLEDGMENT

STATE OF MICHIGAN, COUNTY OF WAYNE, SS: I, Caspar J. Lingeman, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal, Do Hereby Certify,







into before the First day of July, 1899, the contract shall, at the option of the party of the first part, be forfeited and determined, and the party of the first part shall have the right to re-enter and take possession of the premises herein contained shall extend to and be held obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In Witness Whereof, the parties to these presents have hereunto set their hands and seals the day and year written above.

G. W. Wood.

Michael Wagner

Received Mar. 30, 1903. (At 2:00 P.M.)

Recorded May 23, 1903.

The Sandusky Interurban Electric Ry. Co.,  
by Thos. Wood, Mgr.

J. J. Plessner, Recorder

Huron Township Board of Education vs. The Sandusky Interurban Electric Ry. Co.

Article of Agreement Made this 4<sup>th</sup> day of March, 1899, between The Huron Township Board of Education, of Erie County, Ohio, party of the first part, and The Sandusky Interurban Electric Ry. Co., of Cuyahoga County, Ohio, party of the second part. Witnesseth, that the party of the first part hereby covenants and agrees that if the party of the second part shall perform the covenants hereinafter mentioned on their part to be made and performed, that said party of the first part will grant a perpetual right of way to the party of the second part, for railroad purposes only, over the following described parcels of land, to-wit:

A strip of land one rod in width abutting on the highway and running parallel with the lawfully established road line of the aforesaid highway and across the entire frontage of the school buildings and grounds in

Sub-District No. two and No. Three, in Huron Township, Erie County, Ohio, and further described as follows, The school grounds located on the Huron and the school grounds located on the Middle roads.

And the said party of the second part hereby covenants and agrees, in consideration of the aforementioned covenants being performed by the

party of the first part, to build a railway on said strip of land, and operate same with electricity after completion, and the said party

of the second part further agrees to remove all obstructions free of all expense to the party of the first part, and do further agree to erect and

perpetually maintain a good and substantial fence between the school buildings and railroad track across the entire front of the above mentioned parcels of land

1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837-2838-2839-2840-2841-2842-2843-2844-2845-2846-2847-2848-2849-2850-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000-3001-3002-3003-3004-3005-3006-3007-3008-3009-3010-3011-3012-3013-3014-3015-3016-3017-3018-3019-3020-3021-3022-3023-3024-3025-3026-3027-3028-3029-3030-3031-3032-3033-3034-3035-3036-3037-3038-3039-3040-3041-3042-3043-3044-3045-3046-3047-3048-3049-3050-3051-3052-3053-3054-3055-3056-3057-3058-3059-3060-3061-3062-3063-3064-3065-3066-3067-3068-3069-3070-3071-3072-3073-3074-3075-3076-3077-3078-3079-3080-3081-3082-3083-3084-3085-3086-3087-3088-3089-3090-3091-3092-3093-3094-3095-3096-3097-3098-3099-3100-3101-3102-3103-3104-3105-3106-3107-3108-3109-3110-3111-3112-3113-3114-3115-3116-3117-3118-3119-3120-3121-3122-3123-3124-3125-3126-3127-3128-3129-3130-3131-3132-3133-3134-3135-3136-3137-3138-3139-3140-3141-3142-3143-3144-3145-3146-3147-3148-3149-3150-3151-3152-3153-3154-3155-3156-3157-3158-3159-3160-3161-3162-3163-3164-3165-3166-3167-3168-3169-3170-3171-3172-3173-3174-3175-3176-3177-3178-3179-3180-3181-3182-3183-3184-3185-3186-3187-3188-3189-3190-3191-3192-3193-3194-3195-3196-3197-3198-3199-3200-3201-3202-3203-3204-3205-3206-3207-3208-3209-3210-3211-3212-3213-3214-3215-3216-3217-3218-3219-3220-3221-3222-3223-3224-3225-3226-3227-3228-3229-3230-3231-3232-3233-3234-3235-3236-3237-3238-3239-3240-3241-3242-3243-3244-3245-3246-3247-3248-3249-3250-3251-3252-3253-3254-3255-3256-3257-3258-3259-3260-3261-3262-3263-3264-3265-3266-3267-3268-3269-3270-3271-3272-3273-3274-3275-3276-3277-3278-3279-3280-3281-3282-3283-3284-3285-3286-3287-3288-3289-3290-3291-3292-3293-3294-3295-3296-3297-3298-3299-3300-3301-3302-3303-3304-3305-3306-3307-3308-3309-3310-3311-3312-3313-3314-3315-3316-3317-3318-3319-3320-3321-3322-3323-3324-3325-3326-3327-3328-3329-3330-3331-3332-3333-3334-3335-3336-3337-3338-3339-3340-3341-3342-3343-3344-3345-3346-3347-3348-3349-3350-3351-3352-3353-3354-3355-3356-3357-3358-3359-3360-3361-3362-3363-3364-3365-3366-3367-3368-3369-3370-3371-3372-3373-3374-3375-3376-3377-3378-3379-3380-3381-3382-3383-3384-3385-3386-3387-3388-3389-3390-3391-3392-3393-3394-3395-3396-3397-3398-3399-3400-3401-3402-3403-3404-3405-3406-3407-3408-3409-3410-3411-3412-3413-3414-3415-3416-3417-3418-3419-3420-3421-3422-3423-3424-3425-3426-3427-3428-3429-3430-3431-3432-3433-3434-3435-3436-3437-3438-3439-3440-3441-3442-3443-3444-3445-3446-3447-3448-3449-3450-3451-3452-3453-3454-3455-3456-3457-3458-3459-3460-3461-3462-3463-3464-3465-3466-3467-3468-3469-3470-3471-3472-3473-3474-3475-3476-3477-3478-3479-3480-3481-3482-3483-3484-3485-3486-3487-3488-3489-3490-3491-3492-3493-3494-3495-3496-3497-3498-3499-3500-3501-3502-3503-3504-3505-3506-3507-3508-3509-3510-3511-3512-3513-3514-3515-3516-3517-3518-3519-3520-3521-3522-3523-3524-3525-3526-3527-3528-3529-3530-3531-3532-3533-3534-3535-3536-3537-3538-3539-3540-3541-3542-3543-3544-3545-3546-3547-3548-3549-3550-3551-3552-3553-3554-3555-3556-3557-3558-3559-3560-3561-3562-3563-3564-3565-3566-3567-3568-3569-3570-3571-3572-3573-3574-3575-3576-3577-3578-3579-3580-3581-3582-3583-3584-3585-3586-3587-3588-3589-3590-3591-3592-3593-3594-3595-3596-3597-3598-3599-3600-3601-3602-3603-3604-3605-3606-3607-3608-3609-3610-3611-3612-3613-3614-3615-3616-3617-3618-3619-3620-3621-3622-3623-3624-3625-3626-3627-3628-3629-3630-3631-3632-3633-3634-3635-3636-3637-3638-3639-3640-3641-3642-3643-3644-3645-3646-3647-3648-3649-3650-3651-3652-3653-3654-3655-3656-3657-3658-3659-3660-3661-3662-3663-3664-3665-3666-3667-3668-3669-3670-3671-3672-3673-3674-3675-3676-3677-3678-3679-3680-3681-3682-3683-3684-3685-3686-3687-3688-3689-3690-3691-3692-3693-3694-3695-3696-3697-3698-3699-3700-3701-3702-3703-3704-3705-3706-3707-3708-3709-3710-3711-3712-3713-3714-3715-3716-3717-3718-3719-3720-3721-3722-3723-3724-3725-3726-3727-3728-3729-3730-3731-3732-3733-3734-3735-3736-3737-3738-3739-3740-3741-3742-3743-3744-3745-3746-3747-3748-3749-3750-3751-3752-3753-3754-3755-3756-3757-3758-3759-3760-3761-3762-3763-3764-3765-3766-3767-3768-3769-3770-3771-3772-3773-3774-3775-3776-3777-3778-3779-3780-3781-3782-3783-3784-3785-3786-3787-3788-3789-3790-3791-3792-3793-3794-3795-3796-3797-3798-3799-3800-3801-3802-3803-3804-3805-3806-3807-3808-3809-3810-3811-3812-3813-3814-3815-3816-3817-3818-3819-3820-3821-3822-3823-3824-3825-3826-3827-3828-3829-3830-3831-3832-3833-3834-3835-3836-3837-3838-3839-3840-3841-3842-3843-3844-3845-3846-3847-3848-3849-3850-3851-3852-3853-3854-3855-3856-3857-3858-3859-3860-3861-3862-3863-3864-3865-3866-3867-3868-3869-3870-3871-3872-3873-3874-3875-3876-3877-3878-3879-3880-3881-3882-3883-3884-3885-3886-3887-3888-3889-3890-3891-3892-3893-3894-3895-3896-3897-3898-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together with all necessary and proper gates and gate ways, at  
 and all points that may be designed and required by the party of the first  
 part. The party of the second part further agrees to construct and  
 perpetually maintain suitable and safe crossings over its track at all  
 points required by the party of the first part and further agrees to  
 properly slope and re-cut any portion of the above mentioned premises  
 where it is found necessary to cut and fill in front of said premises  
 in order to conform the grade established for railroad, and in  
 of the failure of the party of the second part to fulfill or perform  
 of the covenants on their part hereby made and entered into this  
 contract shall, at the option of the party of the first part, be forfeited  
 and determined and the party of the first part shall have the right  
 to re-enter and take possession of the premises aforesaid. It is  
 mutually agreed that all the covenants and agreements herein con-  
 tained shall extend to and be held obligatory upon the successors and  
 legal assigns of the respective parties. In Witness Whereof, the  
 parties to these presents have set their hands and seals and  
 affixed their official signatures the day and year written above  
 Signed, sealed and delivered in presence of.

Clifford Wood.

Huron Tp. Board of Education

John Ray

J. H. Minor, - chairman of  
 Bg. committee on grounds, etc.

Received Nov 30 1913 (4 2:10 P.M.) The Sandusky & Interurban Electric Ry. Co.,  
 Recorded May 23, 1903 by Thor Wood, Mgr.

L. J. P. Essier, Recorder

Fred Barth. To. The Sandusky & Interurban Elec. Ry. Co.  
 Articles of Agreement, made this 14. day of Dec., 1898, between Fred  
 Barth, of Erie Co., Ohio, party of the first part, and the Sandusky  
 & Interurban Elec. Ry. Co., of Erie Co., O., party of the second part.  
 Witnesseth, that said party of the first part hereby covenants and agrees  
 that if the party of the second part shall first perform the covenants herein  
 after mentioned on his part to be made and performed, that said party  
 of the first part will grant a perpetual right of way to the party of the  
 second part, for railroad purposes only, over the following parcel of  
 land, viz. a strip of land one rod in width and running parallel  
 with the lawfully established fence line of the Huron Road, so called  
 and being bounded on the northerly side by the aforesaid lawfully established  
 road fence line for a distance of 66 rods more or less, being the entire  
 length of frontage of first party's land abutting on the southerly side



**MORTGAGE DEED AND ASSIGNMENT OF RENTS**

KNOW ALL MEN BY THESE PRESENTS, that **RESORT PROPERTIES MANAGEMENT, LTD.**, an Ohio limited liability company, whose tax mailing address is 600 Mariner Village, Huron, Ohio 44839 (hereinafter jointly "Mortgagor"), for good and valuable consideration paid by **FIFTH THIRD BANK**, located at 21 East State Street, Columbus, Ohio 43215 (hereinafter "Mortgagee"), to **SAWMILL CREEK RESORT, LTD.**, an Ohio limited liability company, located at 400 Sawmill Creek, Huron, Ohio 44839 and **SAWMILL CREEK LODGE COMPANY, LTD.**, an Ohio limited partnership, located at 600 Mariner Village, Huron Ohio 44839 (jointly the "Borrowers") the receipt and sufficiency of which is hereby acknowledged, does hereby MORTGAGE, GRANT, BARGAIN, SELL and CONVEY to Mortgagee the following described real estate:

See Exhibit "A" attached hereto

| Auditor's Parcel Nos. | Property Address:                 |
|-----------------------|-----------------------------------|
| 39-00419.000          | Cleveland, Huron, Ohio 44870      |
| 39-00420.000          | 2406 Cleveland, Huron, Ohio 44870 |

Together with all privileges, easements, appurtenances, and other rights now or hereafter belonging or appertaining thereto, all buildings and other improvements now or hereafter located thereon, all fixtures, appliances, machinery, furniture, furnishings and equipment owned by Mortgagor and now or hereafter attached thereto or used in connection therewith, and all rents and profits therefrom, all of which are hereinafter called the "Premises."

**TO HAVE AND TO HOLD** the Premises to Mortgagee, Mortgagee's personal representatives, heirs, successors and assigns, forever, subject to the conditions hereinafter set forth.

This Mortgage is given to secure the obligation of Borrowers to pay and perform their obligations under one or more promissory notes and any modifications or extensions thereto and any related loan documents, inclusive of forbearance agreements, inclusive of that certain Amendment, Modification and Extension Agreement effective July 30, 2013, in the maximum principal amount of \$9,475,371.21 (hereinafter collectively referred to as the "Notes").

Writing Title E-353824R



The maximum outstanding principal balance of the obligation of Borrowers to Mortgagee that shall be secured by this mortgage is \$9,475,371.21 (hereinafter referred to as the "Obligations"). If not sooner paid, the entire balance of the Borrowers' obligations shall be due and payable on or before October 15, 2014 (subject to any modifications, extensions, renewals or other changes to the Notes or related forbearance agreements).

Mortgagor hereby covenants and agrees with Mortgagee as follows:

§ 1. STATE OF TITLE; WARRANTY. Mortgagor is lawfully seized of the Premises and the Premises are free and clear of all encumbrances whatsoever except: (a) such first mortgage as has been disclosed and has heretofore been filed of record (b) the lien of real property taxes and assessments not yet due and payable; (c) legal highways; (d) zoning ordinances; (e) restrictions, conditions, covenants and utility easements of record; and (f) Mortgagor will forever warrant and defend the Premises except as provided in this § 1.

§ 2. REAL PROPERTY TAXES; ASSESSMENTS; LIENS AND CHARGES. Mortgagor, when the same shall become due and payable, shall pay all real property taxes and installments of assessments which are a lien on the Premises and, upon Mortgagee's request, shall promptly provide Mortgagee with proof of payment for the same. Mortgagor shall also pay, when the same shall become due and payable, any other governmental (Federal, State or local) levy or charge which is or may become a lien against the Premises superior to this Mortgage and shall promptly discharge or bond-off any lien which has or may have priority over this Mortgage.

§ 3. INSURANCE. At Mortgagor's expense, Mortgagor shall obtain and maintain in full force and effect at all times during the continuance of this Mortgage fire and extended coverage insurance in an amount sufficient to prevent Mortgagor from being a co-insurer under said policy of insurance, but in no event less than the then fair market value of the Premises, less foundation and excavation costs. All such insurance policies or renewals thereof shall include a standard mortgage clause in favor of and in form reasonably acceptable to Mortgagee. Mortgagor shall promptly furnish Mortgagee with certificates of insurance and all receipts of paid premiums upon Mortgagor's request. The policies of insurance shall provide for written notice to Mortgagee at least 30 days prior to any cancellation, modification or lapse thereof. In the event of loss, Mortgagor shall give prompt written notice to Mortgagee and Mortgagee may make proof of loss if not promptly made by Mortgagor.

§ 4. MAINTENANCE OF PREMISES. Mortgagor shall keep the Premises in good repair and shall not commit waste or permit deterioration to the Premises, reasonable wear and tear excepted, and shall comply with all governmental (Federal, State and local) regulations concerning the Premises. If this Mortgage is on a unit in a condominium, Mortgagor shall perform all of Mortgagor's obligations under the constituent condominium documents.



Without Mortgagee's prior consent, Mortgagor shall not grant any easements unreasonably interfering with the present uses of the Premises, apply for any change in the current zoning designation for the Premises, change the use of the Premises other than what is being utilized for as of the date hereof, create or change or modify any existing restrictions, conditions or covenants affecting the Premises, subdivide the Premises, or construct or make any structural or substantial improvements, alterations or modifications to the Premises that would materially decrease the value of the Premises.

§ 5. PROTECTION OF MORTGAGEE'S SECURITY. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which Mortgagee in Mortgagee's reasonable judgment believes is detrimental to or impairs Mortgagee's security in the Premises, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee, at Mortgagee's option and upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is reasonably necessary to protect Mortgagee's interest, including but not limited to, disbursement or reasonable attorney's fees and entry upon the Premises to make repairs.

Any amounts disbursed by Mortgagee pursuant to this § 5 or for advances made for the payment of real property taxes, assessments, or insurance premiums, with interest thereon as hereinafter provided, shall become additional amounts owed by Mortgagor which are secured by this Mortgage. Such amounts shall be payable upon notice to Mortgagor from Mortgagee requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on the unpaid Obligations. Nothing contained herein shall require Mortgagee to incur any expense or take any action hereunder, and Mortgagor hereby waives any and all claims or right against Mortgagee to any payment on, or offset against, the indebtedness secured hereby by reason of any such payment by Mortgagee.

Mortgagee, or Mortgagee's agents, shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting the same, provided Mortgagee shall give Mortgagor adequate and reasonable notice under the circumstances prior to any such entry. The notice provided for herein need not conform to the provisions of § 13 below.

§ 6. EMINENT DOMAIN. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation proceedings or other taking of the Premises or a part thereof, or for conveyances in lieu of condemnation, are hereby assigned to Mortgagee and shall be paid to Mortgagee, subject to the rights of the holders of superior mortgage holders, if any. When there is a total taking of the Premises, the proceeds shall be applied to the Obligations secured by this Mortgage, and the balance, if any, shall be paid to Mortgagor or the holders of any subordinate mortgages, as its interests may appear. When there is a partial taking of the Premises, unless Mortgagee and Mortgagor otherwise agree in



writing, the proceeds paid for such taking shall be applied to the Obligations secured by this Mortgage in the proportion which the unpaid Obligations secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Premises immediately prior to the date of taking, and the balance of such proceeds shall be paid to Mortgagor.

If (a) the Premises are abandoned, or (b) after notice by Mortgagee to Mortgagor that the condemning authority offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date of such notice is mailed, Mortgagee is hereby authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Premises or to the Obligations secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to the sums secured by this Mortgage shall not extend or postpone the due date of the payment of the Obligations or change the amount of any installments due under the Obligations.

§ 7. TRANSFER OF THE PREMISES. If all or any part of the Premises or any interest therein is sold, transferred or encumbered by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all sums secured by this Mortgage to be immediately due and payable; provided, however, that the following transfers or conveyances shall not accelerate the indebtedness secured hereby: (a) the creation of a purchase money security interest for personal property; and (b) a transfer by devise or descent, or a transfer by operation of law upon the death of a co-owner.

§ 8. SECURITY AGREEMENT; ASSIGNMENT OF RENTS. This Mortgage shall act as and constitute a Security Agreement under the Uniform Commercial Code. Upon Mortgagee's request, Mortgagor shall execute and deliver to Mortgagee financing statements and other documents required to perfect a security interest in Mortgagor's personal property located at the Premises. The cost of recording such documents shall be paid by Mortgagor.

As part of the security granted by the Mortgage, Mortgagor hereby assigns to Mortgagee the rents of the Premises, provided that Mortgagor shall, prior to any acceleration of the amounts secured by this Mortgage, have a license to collect such rents. All rents collected by Mortgagee or Mortgagee's agent shall be applied first to the payment of costs of operation and management of the Premises and collection of rents, including but not limited to, receiver's bonds and fees, reasonable attorney's fees, and then to the sums secured by this Mortgage.

§ 9. DEFAULT; REMEDIES. The entire Obligations, together with all unpaid and accrued interest and all other charges and amounts payable to Mortgagee under the Obligations or this Mortgage, shall, at Mortgagee's option, become immediately due and payable: (a) if the Mortgagor does not promptly and fully pay when due the amounts owed Mortgagee under the Obligations in accordance with the terms and tenor of the Obligations, subject to any notice and



cure periods; (b) if the Premises or any part thereof or any interest thereon are sold, encumbered or transferred except as permitted under the provisions of § 7 of this Mortgage; (c) if Mortgagor fails to observe or perform any other provision, covenant or condition required of Mortgagor under the Obligations or this Mortgage within thirty (30) days after Mortgagee gives notice to Mortgagor of Mortgagor's failure to observe or perform such provision, covenant or condition; (d) if the Premises are abandoned; (e) if an order for relief under any bankruptcy laws of the United States is issued naming Mortgagor as debtor or if Mortgagor makes an assignment for the benefit of creditors or enters into a composition agreement with Mortgagor's creditors, except that in the event of an involuntary bankruptcy filing, Mortgagor shall have thirty (30) days to obtain a dismissal thereof; (f) if the interest of Mortgagor in the Premises is attached, levied upon, or seized by legal process; (g) if a trustee, receiver or liquidator is appointed on behalf of Mortgagor and the receivership is not discharged within thirty (30) days; or (h) Mortgagor shall be in default of its obligations under any other mortgages levied against the Premises, subject to applicable notice and cure periods. Upon acceleration of the amounts secured by this Mortgage as provided for in this § 9, Mortgagee shall have the right to foreclose this Mortgage lien, have a receiver appointed, take possession of and manage the Premises, collect the rents derived from the Premises, and take any and all other action available to Mortgagee under law.

§ 10. APPLICATION OF PAYMENTS. All payments received by Mortgagee under the Obligations or this Mortgage, unless otherwise stated in this Mortgage, shall be applied by Mortgagee first to the payment of any amounts advanced or paid by Mortgagee for the protection of the security granted by this Mortgage, then to expenses incurred by Mortgagee by reason of Mortgagor's default under this Mortgage, then to interest payable on the Obligations, and then to the principal of the Obligations.

§ 11. FORBEARANCE; REMEDIES CUMULATIVE. If Mortgagee (a) grants any extension of time or forbearance with respect to the payment of any sums secured by this Mortgage, (b) takes other or additional security for the payment thereof, (c) waives or fails to exercise any right granted in this Mortgage or in the Obligations, (d) grants any release with or without consideration of the whole or part of the security granted by this Mortgage, or (e) amends or modifies in any respect any of the terms and provisions of this Mortgage or the Obligations, any such act or omission shall not release Mortgagor of any obligations under this Mortgage or under the Obligations, nor preclude Mortgagee from exercising any right granted in this Mortgage or under law for a default by Mortgagor or for any subsequent default.

Mortgagee's procurement and payment of fire and casualty insurance and Mortgagee's payment of real property taxes and assessments and other governmental charges and liens after Mortgagor has failed to pay the same shall not be a waiver of Mortgagor's default or Mortgagee's right to accelerate the indebtedness secured hereby.



All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or which are afforded under law and may be exercised concurrently, independently or successively.

§ 12. SUCCESSORS AND ASSIGNS; JOINT AND SEVERAL LIABILITY; CAPTIONS; GOVERNING LAW; SEVERABILITY. Subject to the provisions of § 7, above, the covenants and agreements of this Mortgage shall bind, and the rights hereunder shall inure to, the respective successors and assigns, personal representatives and heirs of Mortgagee and Mortgagor. The captions and section headings of this Mortgage are for convenience only and shall not be used to interpret or define the provisions of this Mortgage. This Mortgage shall be governed by the laws of the State in which the property is located, and, if any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision. The provisions of this Mortgage are severable.

§ 13. NOTICES. Except as otherwise set forth in this Mortgage or as may otherwise be required by applicable law, any notice to be given under this Mortgage shall be in writing and mailed with postage prepaid to Mortgagee and Mortgagor at the addresses set forth herein or to such other addresses as Mortgagee or Mortgagor may designate by notice given to the other party as provided for in this § 13.

If to Mortgagor:

Resort Properties Management, Ltd.  
600 Mariner Village  
Huron, OH 44839

With a copy to:

Calfee, Halter & Griswold LLP  
ATTN: Thomas A. Cicarella, Esq.  
1405 East Sixth Street  
Cleveland, OH 44114

If to Bank:

Fifth Third Bank  
ATTN: Tim Pace  
600 Superior Ave. (MD A6512A)  
Cleveland, OH 44114

With a copy to:

Kemp, Schaeffer & Rowe Co., LPA  
ATTN: Richard G. Murray, II, Esq.  
88 West Mound Street  
Columbus, OH 43215

§ 14. HAZARDOUS WASTES. Mortgagor covenants and agrees that it will not place or permit to be placed on the Premises any materials which are radioactive or toxic, or which, under federal, state or local law, statute, ordinance or regulation, or court or administrative order or decree (collectively, the "Environmental Regulations") require special handling in collection, storage, treatment or disposal ("Hazardous Materials"). Mortgagor covenants and agrees that it will maintain the Premises in compliance with all Environmental Regulations.

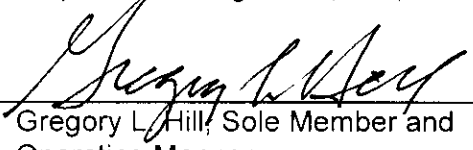


§ 15. RELEASES. Upon payment of all sums secured by this Mortgage and the observance and performance of each of the covenants and agreements of this Mortgage to be observed and performed by Mortgagor, Mortgagee shall provide to Mortgagor a release of this Mortgage in recordable form.

§ 16. PAYMENT OF OBLIGATIONS. Borrowers shall pay and perform when due the Obligations evidenced by the Notes in accordance with the terms thereof.

IN WITNESS WHEREOF, the undersigned Mortgagor has executed this Mortgage on this 19<sup>TH</sup> day of FEBRUARY, 2014.

Resort Properties Management, Ltd.,

By:   
Gregory L. Hill, Sole Member and  
Operating Manager

STATE OF OHIO  
COUNTY OF CLIF, ss:

BE IT REMEMBERED, That executed before me on this 19<sup>TH</sup> day of FEBRUARY, 2014, the subscriber, a notary public in and for said County, personally came the above-named Resort Properties Management, Ltd., by Gregory L. Hill, Sole Member and Operating Manager, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed, for uses and purposes mentioned therein, represented to me to be said person.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

  
Notary Public

**SANDRA BILLETTER-ZUBER**  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires December 2, 2018

This instrument was prepared by:

Richard G. Murray, II, Esq.,  
Kemp, Schaeffer & Rowe Co., LPA  
88 West Mound Street  
Columbus, Ohio 43215  
(614) 224-2678





Exhibit 'A'

Situated in the Township of Huron, County of Erie and State of Ohio:

PARCEL 1: Being that part of Lot Number Thirty (30) Section 2 and being further described as follows: Beginning at the intersection of the centerline of the Cleveland-Sandusky Road so-called (as originally established 40 feet in width) and the west line of the Boss Road (so-called); running thence North 72 deg. 35 min. west along said centerline of the Cleveland-Sandusky Road, a distance of 136.92 feet; thence South 11 deg. no minutes west, a distance of 180.36 feet to an iron pin; thence South 89 deg. 17' 50" east a distance of 166.25 feet to an iron pin in the west line of the Boss Road; thence North no deg. 30' west along the west line of the Boss Road, a distance of 138.13 feet to the place of beginning, containing 0.5498 acres, more or less, but subject to legal highways.

EXCEPTING FROM PARCEL 1 THAT PART CONVEYED AS ERIE COUNTY RECORDING NUMBER 200312480 DESCRIBED AS FOLLOWS: Being a parcel of land located in part of Original Lot 30, Section 2, Huron Township, Erie County, Ohio and being more particularly described as follows: Beginning at a PK nail found on the centerline of the Cleveland-Sandusky Road (as originally established 40 feet in width) where the same intersects the westerly right of way line of Boss Road, said point being the northeasterly corner of lands now or formerly owned by R.B. McConnell as recorded in RN200201739 of the Erie County Deed Records; thence South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 78.32 to a 5/8" iron pin set at the principal place of beginning for this description;  
 1. Thence continuing South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 59.81 feet to a 5/8" iron pin previously set at the southeasterly corner of said McConnell's land;  
 2. Thence South 87 deg. 54'40" west along the southerly line of said McConnell's land passing through a 5/8" iron pin set 97.68 feet from the last described point, a distance of 166.25 feet to a 1/2 drill hole previously set at the southwesterly corner of said McConnell's land;  
 3. Thence North 68 deg. 01'43" east a distance of 107.82 feet to a 5/8" iron pin set;  
 4. Thence North 67 deg. 55'43" east a distance of 67.68 feet to the principal place of beginning and containing 0.1140 acres of land (4964.23 square feet) but subject to all legal highways.

Situated in the Township of Huron, County of Erie and State of Ohio:

PARCEL 2: Being a part of Lot Number Thirty (30), Section 2 and being further described as follows: Beginning on the west line of Lot 30 at a point where the same intersects the southerly line of the Cleveland-Sandusky Road, so-called; thence southeasterly along the southerly line of said road for a distance of approximately 530.77 feet to a point on the westerly property line of the Grantee herein; said point also being in the easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing southeasterly along the southerly line of said road, 136.92 feet to a point on the easterly property line of the grantee's herein, said point also being in the westerly line of Boss Road, so-called; thence southerly along the last mentioned line 16-1/2 feet to a point; thence northwesterly parallel with and 16-1/2 feet from the southerly line of said road, 136.92 feet to a point on the westerly property line of the grantees herein; thence northerly along the last mentioned line, 16-1/2 feet to the place of beginning.



Return To: Loan Operations, First Federal Bank of Ohio, 140 N Columbus Street,  
Galion, OH 44833

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## MORTGAGE

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**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is September 29, 2016. The parties and their addresses are:

**MORTGAGOR:**

**RESORT PROPERTIES MANAGEMENT, LTD.**

An Ohio Limited Partnership  
609 MARINER VILLAGE  
HURON, OH 44839

*Fidelity*  
*16-690*

**LENDER:**

**FIRST FEDERAL BANK OF OHIO**

Organized and existing under the laws of the United States of America  
140 N Columbus Street  
Galion, OH 44833

**1. DEFINITIONS.** For the purposes of this document, the following term has the following meaning.

**A. Loan.** "The Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

**2. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

SEE EXHIBIT A ATTACHED

Parcel ID Number: 39-00420.000

The property is located in Erie County at 2406 CLEVELAND ROAD, HURON, Ohio 44839.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property).

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Resort Properties Management LTD.

Ohio Mortgage

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This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

**3. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$81,448.72. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**4. SECURED DEBTS.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:

**A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 0803002543, dated September 29, 2016, from Resort Properties Management LTD. (Borrower) to Lender, with a loan amount of \$81,482.75 and maturing on October 1, 2036.

**B. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**5. LIMITATIONS ON CROSS-COLLATERALIZATION.** The cross-collateralization clause on any existing or future loan is void and ineffective as to the Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

**6. PAYMENTS.** Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

**7. NON-OBLIGATED MORTGAGOR.** Any Mortgagor, who is not also identified as a Borrower in the Secured Debts section of this Security Instrument and who signs this Security Instrument, is referred to herein as a Non-Obligated Mortgagor for purposes of subsection 7(d)(4) of 12 C.F.R. 1002 (Regulation B) which implements the Equal Credit Opportunity Act (ECOA). By signing this Security Instrument, the Non-Obligated Mortgagor does mortgage and assign their rights and interests in the Property to secure payment of the Secured Debts, to create a valid lien, to pass clear title, to waive inchoate rights and to assign earnings or rights to payment under any lease or rent of the Property. However, the Non-Obligated Mortgagor is not personally liable for the Secured Debts by virtue of signing this Security Instrument. Nothing in this section shall be construed to modify or otherwise affect the Non-Obligated Mortgagor's obligations, if any, that were separately made with Lender in a separate

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agreement and duly signed by the Non-Obligated Mortgagor in the context of that separate agreement.

**8. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**9. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

**10. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

**11. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

**12. TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Mortgagor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

**13. WARRANTIES AND REPRESENTATIONS.** Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

- A. Power.** Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

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**B. Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

**C. Name and Place of Business.** Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

**14. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

**15. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

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**16. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

**A.** Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

**B.** Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender. Unless otherwise prohibited or prescribed by state law, Mortgagor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding. Mortgagor agrees that actual possession of the Property is deemed to occur when Lender notifies Mortgagor of Mortgagor's default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender gives Mortgagor the notice of default, Mortgagor agrees that either Lender or Mortgagor may immediately notify the tenants and demand that all future Rents be paid directly to Lender. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender

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acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

**17. DEFAULT.** Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

**A. Payments.** Mortgagor or Borrower fail to make a payment in full when due.

**B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

**C. Business Termination.** Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

**D. Failure to Perform.** Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

**E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.

**F. Other Agreements.** Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

**G. Misrepresentation.** Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**H. Judgment.** Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

**I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**J. Name Change.** Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

**K. Property Transfer.** Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

**L. Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.

**M. Material Change.** Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

**N. Insecurity.** Lender determines in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

**18. REMEDIES.** On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to Resort Properties Management LTD.

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the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**19. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include (unless prohibited by law) reasonable attorneys' fees, court costs, and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

**20. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

**A.** Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

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**B.** Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

**C.** Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

**D.** Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

**E.** Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

**F.** Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

**G.** Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

**H.** Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

**I.** Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

**J.** Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

**K.** As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will



provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

**21. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**22. INSURANCE.** Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

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**23. ESCROW FOR TAXES AND INSURANCE.** Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**24. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property. Mortgagor does hereby remise, release, and forever quitclaim all their right and title of dower in the Property to Lender.

**25. APPLICABLE LAW.** This Security Instrument is governed by the laws of Ohio, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**26. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

**27. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**28. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

**29. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

**30. WAIVER OF JURY TRIAL.** All of the parties to this Security Instrument knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Security Instrument or any other

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documents relating to the Secured Debts or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

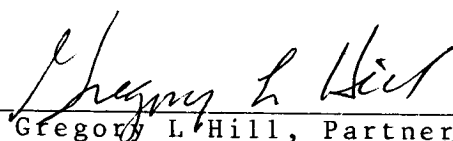
**CONFESSION OF JUDGMENT.** If Mortgagor defaults, Mortgagor authorizes any attorney to appear in a court of record and confess judgment against Mortgagor in favor of Lender. The confession of judgment may be without process and for any amount due on the Secured Debts including collection costs and reasonable attorneys' fees. This is in addition to other remedies.

**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

**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 CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.**

**MORTGAGOR:**

RESORT PROPERTIES MANAGEMENT, LTD.

By   
Gregory L. Hill, Partner

Date 09-29-16

**ACKNOWLEDGMENT.**

STATE OF OHIO  
County of Erie



**Kimberly K. Kincer**  
Notary Public  
State of Ohio  
My Commission Expires  
**7-7-2017**

This instrument was acknowledged before me this 29th day of September, 2016 by Gregory L. Hill

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This instrument was prepared by Loan Operations, First Federal Bank of Ohio, 140 N Columbus Street, Galion, OH 44833

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## EXHIBIT "A"

Situated in the Township of Huron, County of Erie and State of Ohio:

PARCEL 1: Being that part of Lot Number Thirty (30) Section 2 and being further described as follows: Beginning at the intersection of the centerline of the Cleveland-Sandusky Road so-called (as originally established 40 feet in width) and the west line of the Boss Road (so-called); running thence North 72 deg. 35 min. west along said centerline of the Cleveland-Sandusky Road, a distance of 136.92 feet; thence South 11 deg. no minutes west, a distance of 180.36 feet to an iron pin; thence South 89 deg. 17' 50' east a distance of 166.25 feet to an iron pin in the west line of the Boss Road; thence North no deg. 30' west along the west line of the Boss Road, a distance of 138.13 feet to the place of beginning, containing 0.5498 acres, more or less, but subject to legal highways.

EXCEPTING FROM PARCEL 1 THAT PART CONVEYED AS ERIE COUNTY RECORDING NUMBER 200312480 DESCRIBED AS FOLLOWS:

Being a parcel of land located in part of Original Lot 30, Section 2, Huron Township, Erie County, Ohio and being more particularly described as follows: Beginning at a PK nail found on the centerline of the Cleveland-Sandusky Road (as originally established 40 feet in width) where the same intersects the westerly right of way line of Boss Road, said point being the northeasterly corner of lands now or formerly owned by R.B. McConnell as recorded in RN200201739 of the Erie County Deed Records; thence South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 78.32 to a 5/8" iron pin set at the principal place of beginning for this description;

1. Thence continuing South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 59.81 feet to a 5/8" iron pin previously set at the southeasterly corner of said McConnell's land;
2. Thence South 87 deg. 54'40" west along the southerly line of said McConnell's land passing through a 5/8" iron pin set 97.68 feet from the last described point, a distance of 166.25 feet to a 1/2 drill hole previously set at the southwesterly corner of said McConnell's land;
3. Thence North 68 deg. 01'43" east a distance of 107.82 feet to a 5/8" iron pin set;
4. Thence North 67 deg. 55'43" east a distance of 67.68 feet to the principal place of beginning and containing 0.1140 acres of land (4964.23 square feet) but subject to all legal highways.

PARCEL 2: Being a part of Lot Number Thirty (30), Section 2 and being further described as follows: Beginning on the west line of Lot 30 at a point where the



same intersects the southerly line of the Cleveland-Sandusky Road, so-called; thence southeasterly along the southerly line of said road for a distance of approximately 530.77 feet to a point on the westerly property line of the Grantee herein; said point also being in the easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing southeasterly along the southerly line of said road, 136.92 feet to a point on the easterly property line of the grantee's herein, said point also being in the westerly line of Boss Road, so-called; thence southerly along the last mentioned line 16-1/2 feet to a point; thence northwesterly parallel with and 16-1/2 feet from the southerly line of said road, 136.92 feet to a point on the westerly property line of the grantees herein; thence northerly along the last mentioned line, 16-1/2 feet to the place of beginning.

Property Address: 2406 W. Cleveland Road, Huron, OH 44839  
Tax ID No.: 39-00420.000

Property Address: W. Cleveland Road, Huron, OH 44839  
Tax ID No.: 39-00419.000



## SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is executed by **Fifth Third Bank**, an Ohio banking corporation with offices at 21 E. State Street, Columbus, Ohio 43215 ("Fifth Third"), in favor of **First Federal Bank of Ohio**, an Ohio corporation, with offices at 901 Bucyrus Road, Galion, Ohio 44833 ("First Federal").

### RECITALS:

A. Resort Properties Management, LTD., an Ohio limited liability company ("Resort"), is the owner of record title to certain real property situated in the State of Ohio, County of Erie, being identified as Erie County Auditor's Parcel Numbers 39-00419.000, 39-00420.000, being more fully described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

B. Fifth Third is the owner and holder of a certain Mortgage Deed and Assignment of Rents from Resort dated February 19, 2014 and filed for record on February 28, 2014 as Instrument Number 201401497, Recorder's Office, Erie County, Ohio, which Mortgage encumbers the Property (the "Fifth Third Mortgage").

C. First Federal has extended financing to Resort (the "Financing") which, among other things, has caused the payoff and release of that certain Mortgage in favor of National City Bank dated June 9, 2006 and recorded June 13, 2006 as Instrument Number 200607521, Recorder's Office, Erie County, Ohio. In conjunction with the Financing, First Federal obtained and is the holder of a certain \_\_\_\_\_ (describe mortgage) dated 9-29-16 and recorded on 9-30-16 in Instrument Number \*, Recorder's Office, Erie County, Ohio, which encumbers the Property (the "First Federal Mortgage"). \* 201608491

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fifth Third, intending to be legally bound, agrees as follows:

Fifth Third does hereby waive the priority of the Fifth Third Mortgage in favor of the First Federal Mortgage, insofar, and only insofar, as the Fifth Third Mortgage encumbers the Property, so that the lien of the Fifth Third Mortgage with respect to the



Property shall be subordinate to the lien of the First Federal Mortgage with respect to the Property, but without in any other manner releasing or relinquishing the lien of the Fifth Third Mortgage on the Property.

**IN WITNESS WHEREOF**, Fifth Third Bank has executed this Subordination of Mortgage this 22ND day of SEPTEMBER, 2016.



**TARA PASENOW**  
Notary Public, State of Ohio  
My Commission Expires  
March 21, 2017

FIFTH THIRD BANK,  
an Ohio banking corporation

By: [Signature]  
Print Name: JIM FACE  
Title: V.P.

STATE OF OHIO,  
COUNTY OF Cuyahoga, ss:

The foregoing instrument was acknowledged before me this 22ND day of SEPTEMBER, 2016, by JIM FACE, of Fifth Third Bank, an Ohio banking corporation, on behalf of the corporation.

[Signature]  
Notary Public

This Instrument Prepared by:

Richard G. Murray, Esq.  
Kemp, Schaeffer & Rowe Co., L.P.A.  
88 West Mound Street  
Columbus, OH 43215  
(614) 224-2678



## EXHIBIT "A"

Situated in the Township of Huron, County of Erie and State of Ohio:

PARCEL 1: Being that part of Lot Number Thirty (30) Section 2 and being further described as follows: Beginning at the intersection of the centerline of the Cleveland-Sandusky Road so-called (as originally established 40 feet in width) and the west line of the Boss Road (so-called); running thence North 72 deg. 35 min. west along said centerline of the Cleveland-Sandusky Road, a distance of 136.92 feet; thence South 11 deg. no minutes west, a distance of 180.36 feet to an iron pin; thence South 89 deg. 17' 50" east a distance of 166.25 feet to an iron pin in the west line of the Boss Road; thence North no deg. 30' west along the west line of the Boss Road, a distance of 138.13 feet to the place of beginning, containing 0.5498 acres, more or less, but subject to legal highways.

EXCEPTING FROM PARCEL 1 THAT PART CONVEYED AS ERIE COUNTY RECORDING NUMBER 200312480 DESCRIBED AS FOLLOWS:

Being a parcel of land located in part of Original Lot 30, Section 2, Huron Township, Erie County, Ohio and being more particularly described as follows: Beginning at a PK nail found on the centerline of the Cleveland-Sandusky Road (as originally established 40 feet in width) where the same intersects the westerly right of way line of Boss Road, said point being the northeasterly corner of lands now or formerly owned by R.B. McConnell as recorded in RN200201739 of the Erie County Deed Records; thence South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 78.32 to a 5/8" iron pin set at the principal place of beginning for this description;

1. Thence continuing South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 59.81 feet to a 5/8" iron pin previously set at the southeasterly corner of said McConnell's land;
2. Thence South 87 deg. 54'40" west along the southerly line of said McConnell's land passing through a 5/8" iron pin set 97.68 feet from the last described point, a distance of 166.25 feet to a 1/2 drill hole previously set at the southwesterly corner of said McConnell's land;
3. Thence North 68 deg. 01'43" east a distance of 107.82 feet to a 5/8" iron pin set;
4. Thence North 67 deg. 55'43" east a distance of 67.68 feet to the principal place of beginning and containing 0.1140 acres of land (4964.23 square feet) but subject to all legal highways.

PARCEL 2: Being a part of Lot Number Thirty (30), Section 2 and being further described as follows: Beginning on the west line of Lot 30 at a point where the



same intersects the southerly line of the Cleveland-Sandusky Road, so-called; thence southeasterly along the southerly line of said road for a distance of approximately 530.77 feet to a point on the westerly property line of the Grantee herein; said point also being in the easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing southeasterly along the southerly line of said road, 136.92 feet to a point on the easterly property line of the grantee's herein, said point also being in the westerly line of Boss Road, so-called; thence southerly along the last mentioned line 16-1/2 feet to a point; thence northwesterly parallel with and 16-1/2 feet from the southerly line of said road, 136.92 feet to a point on the westerly property line of the grantees herein; thence northerly along the last mentioned line, 16-1/2 feet to the place of beginning.

Property Address: 2406 W. Cleveland Road, Huron, OH 44839  
Tax ID No.: 39-00420.000

Property Address: W. Cleveland Road, Huron, OH 44839  
Tax ID No.: 39-00419.000



149147

Parcel No.

KNOW ALL MEN BY THESE PRESENTS:

That we, Billy D. Shrigley and Pamela Shrigley, husband and wife,

the Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to **OUR** full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantee, do hereby grant unto Grantee, its successors and assigns, an easement and right-of-way, with the rights and privileges hereinafter set forth, for lines for the transmission and distribution of electric current, including telephone and telegraph, upon, over, under, and across the following described premises:

Situated in the Township of **Huron**, County of **Erie** and State of Ohio, being a part of Lot 30 in Section 2.

The right-of-way above referred to is described as follows:

Beginning on the west line of Lot 30 at a point where the same intersects the southerly line of the Cleveland and Sandusky Road, so-called; thence southeasterly along the southerly line of said road for a distance of approximately 530.77 feet to a point on the westerly property line of the Grantors herein, said point also being in the easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing southeasterly along the southerly line of said road, 136.92 feet to a point on the easterly property line of the Grantors herein, said point also being in the westerly line of Boss Road, so-called; thence southerly along the last mentioned line 16½ feet to a point; thence northwesterly, parallel with and 16½ feet from the southerly line of said road, 136.92 feet to a point on the westerly property line of the Grantors herein; thence northerly along the last mentioned line, 16½ feet to the place of beginning.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, repair, patrol and permanently maintain upon, over, under and along the above described right-of-way across said premises all necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with the transmission and distribution of electric current, including telephone and telegraph and the right of ingress and egress upon, over and across said premises for access to and from said right-of-way, and the right to trim, cut, remove or otherwise control at any and all times such trees, limbs, underbrush or other obstructions within or adjacent to said right-of-way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

The Grantors reserve the right to use the ground between said structures and beneath said wires, provided that such use does not interfere with or obstruct the rights herein granted, and the Grantors agree that no building, obstruction or impediment of any kind shall be placed within said right-of-way or between said structures or beneath said wires without prior written approval of the Grantee.

The Grantee will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by it on said premises or pay Grantors for all damage to fences, gates, lanes, driveways, drains, ditches, crops and stock on said premises caused by the construction or maintenance of said lines.



- 2 -

forever.

IN WITNESS WHEREOF, said Corporation has hereunto set its hand and corporate seal this 26<sup>th</sup> day of November, 1956.

Signed and acknowledged  
in the presence of:

OHIO EDISON COMPANY

By J. A. Trozier  
Vice President

And Ed Jones Secretary

STATE OF OHIO                    }  
COUNTY OF SUMMIT               } SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Ohio Edison Company by J. A. Strozier, its Vice President, and L. I. Wells, its Secretary, who acknowledged that they 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 them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
at Akron, Ohio, this 26<sup>th</sup> day of November, A.D. 1956.

Father Waschle  
Notary Public

KATHERYN HASCHEL, Notary Public  
My Commission Expires May 16, 1957

This instrument prepared by  
J. R. White  
Attorney at Law

149146

Wm

FILED

1056 DEC 6 PM 2 23

CARL A SPEIR  
RECORDER  
ERIE COUNTY OHIO

DECEMBER 1919  
 Proposed  
 Noble & Schwenker  
 Erie County Auditor  
 Fee: 10 C.

+ + + + +  
Recorded-Dec. 7th, 1956-in-  
Erie Co. Deed Records.  
Vol. 276      Page 240-241  
Carl A. Speir, Recorder.  
+ + + + +

1.40 Tail

Mail -  
Bible \$1 -  
R. D.  
Huron, O.



TO HAVE AND TO HOLD the said easement, rights and right-of-way and its appurtenances to said Grantee, and to its successors and assigns, forever, and the Grantors represent that they are the owners of the premises herein described and that the same are free and clear from all encumbrances, except.

and for valuable consideration the Grantors do each hereby remise, release and forever quit-claim unto Grantee, its successors and assigns, all their right and expectancy of dower in the above described right-of-way.

IN WITNESS WHEREOF, we have hereunto set our hand as of the 5th day of December, 1956  
SIGNED IN THE PRESENCE OF:

William C. Wetzel  
J. P. McCormick

Billy D. Shigley  
Pamela Shigley

STATE OF OHIO,  
COUNTY OF Erie

SS:

Before me, a NOTARY PUBLIC, in and for said County and State, personally appeared

Billy D. Shigley and Pamela Shigley 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 this 5th day of December, 1956

J. P. McCormick, Notary Public  
My Commission Expires Jan. 5, 1959

Notary Public

Easement No. Parcel No.  
CARL A SPEIR  
EASER  
ERIE COUNTY OHIO  
from

mail to  
OHIO EDISON COMPANY  
Akron, Ohio  
To Mr. Wetzel  
Legal Ext. Dept.

+ + + + +  
Recorded Dec. 7th, 1956 in  
Erie Co. Deed Records.  
Vol. 276 Page 242-243  
Carl A. Speir, Recorder.  
+ + + + +

1.40 Tail

149147

1956 DEC 6 PM 2 24



KNOW ALL MEN BY THESE PRESENTS, that BILLY D. SHRIGLEY and PAMELA SHRIGLEY, (Husband and Wife) the Grantors, in consideration of One Dollars (\$/00) paid by the COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, the Grantees, the receipt of which is hereby acknowledged, do hereby grant to the said Grantees, their successors and assigns, the right and easement to construct, install, maintain, operate, repair, remove and replace a water main or mains, with all necessary fittings and valves, in and upon the following-described property, to-wit:

Situated in Sec. 2, Lot 30, Huron Twp., Erie County, Ohio and being a strip of land 36½ feet in width, the northerly line of which binds on the C/L of the Cleveland-Sandusky Road and extends from the westerly property line to the easterly property line of the Grantor a distance of 136.92 feet on the C/L of said road.

Also the right and easement to move onto said land, and there to use and operate, such machinery and equipment as may be required, from time to time, for the constructing, installing, maintaining, operating, repairing, removing or replacing of such water main or mains, including fittings and valves.

TO HAVE AND TO HOLD said right and easement unto the said Grantees, their successors and assigns, forever.

Provided, however, that such water main or mains shall be buried at least four (4) feet below the surface of the ground; and that all damages to crops, fences or other property of the Grantors caused by the constructing, installing, maintaining, operating, repairing, removing or replacing of such water main or mains by the Grantees, their successors or assigns, shall be repaired or paid for by them.



IN WITNESS WHEREOF, the said BILLY D. SHRIGLEY and PAMELA SHRIGLEY have hereunto set their hands, this 5<sup>th</sup> day of August 1957.

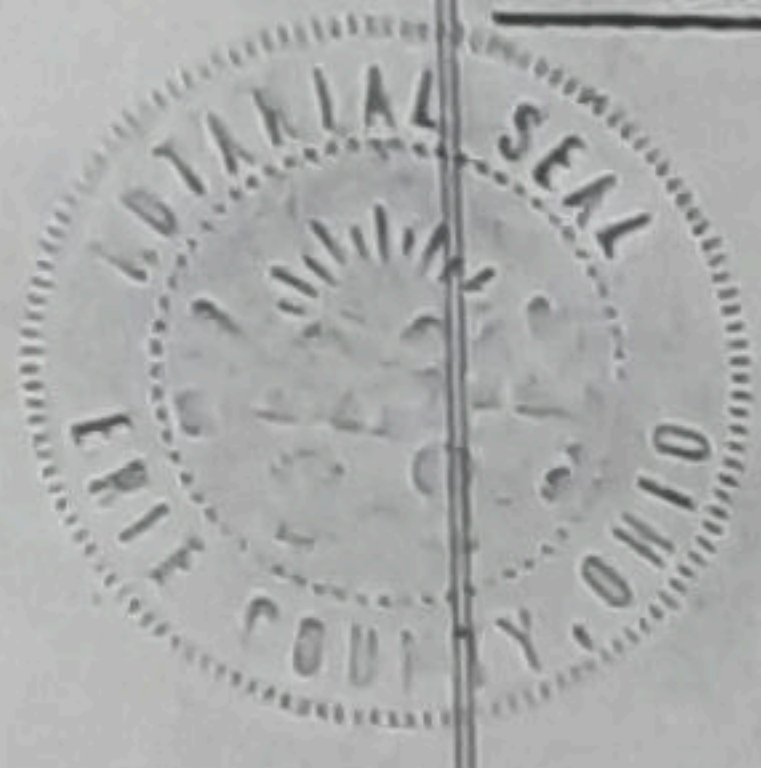
Signed and Acknowledged  
in the Presence of:  
C.A. Voight  
Elma B. Voight

Billy D. Shrigley  
Pamela Shrigley

STATE OF OHIO )  
COUNTY OF ERIE ) ss:

Before me, a Notary Public in and for said County and State, personally appeared the above-named BILLY D. SHRIGLEY and PAMELA SHRIGLEY, 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 subscribed my name and affixed my official seal at Huron, Ohio, this 5<sup>th</sup> day of August 1957.



Elma B. Voight  
Notary Public

ELMA B. VOIGHT, Notary Public  
My Commission Expires Jan. 13, 1962

Prepared by  
C.A. Voight

16785F

EASEMENT

From  
Name BILLY D. & PAMELA SHRIGLEY  
Address R.D. #1  
City & State ERIE Huron, Ohio  
To The  
COMMISSIONERS OF ERIE COUNTY, O.

TRANSFERRED  
\_\_\_\_\_, 19\_\_\_\_, Auditor

Received Dec. 18th, 1959  
At 3:24 o'Clock P. M.  
Recorded Dec. 21st, 1959  
In Erie County  
Record of Deeds, Vol. 306 Page 189-190  
Carl A. Speir, Recorder.  
Record's Fee, \$2.00

24142



0312997

EXHIBIT "A"

EASEMENT from

Bay-Con Corporation to  
Board of County Commissioners  
Page 1.

VOL 481 PAGE 602

DEED OF EASEMENT

This DEED OF EASEMENT, made and entered into this 26th  
day of November, 19 79, by and between Bay-Con Corporation of  
Sandusky, Ohio, a corporation

(hereinafter called "Grantor") and  
the BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO (hereinafter  
called "Grantee"),

WITNESSETH:

WHEREAS, the Grantor is the owner of the hereinafter-  
described tract or parcel of land located in Huron Township,  
Erie County, Ohio; and

WHEREAS, the Grantee desires to acquire the hereinafter-  
described right and easement in and upon said land of the Grantor;

NOW THEREFORE, for One Dollar (\$1.00) and other valuable  
consideration, the receipt and sufficiency of which hereby are  
acknowledged by the Grantor, and further in consideration of the  
covenants and agreements of the parties hereinafter set forth, the  
Grantor hereby does grant and convey to the Grantee, its successors  
and assigns, the right and easement to construct, install, maintain,  
operate, repair, remove and replace Sanitary Sewer and  
appurtenances in and upon the following-described property (herein-  
after sometimes referred to as the "easement area"), to-wit:

Situated in parts of lots 24 and 25 in section 3, and part of lot 30 in section 2,  
all in Huron Township, Erie County, Ohio, and being within the Grantors 35.2437  
acre parcel of land as recorded in Deed Volume 389, page 788, Erie County, Ohio  
records and further described as follows:

Being a strip of land twenty (20) feet in width having ten (10) feet on either  
side of the following described line:

Beginning at a point on the centerline of the westbound track of the Consolidated  
Railroad, said point being North 58°-23' West a distance of 1,960 feet from the  
centerline of Rye Beach Road, thence North 24°-37' East to a point on the Grantors  
easterly property line and there terminate.

Excepting from the foregoing description that part of same lying within the estab-  
lished right of way limits of the Consolidated Railroad.



Bay-Con Corporation to

Board of County Commissioners

Page 2.

Together with the right and easement to move onto said land and there to use and operate such machinery and equipment as may be required for the constructing, installing, maintaining, operating, repairing, removing and replacing of said Sanitary Sewer and appurtenances.

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

Provided, however, that such Sanitary Sewer shall be buried at least three (3) feet below the surface of the ground; and that all physical damage to improvements or other property of the Grantor caused by the constructing, installing, maintaining, operating, repairing, removing or replacing of said Sanitary Sewer and appurtenances shall be repaired at the expense of the Grantee.

It is covenanted and agreed by and between the parties that the Grantor shall have the right fully to use and enjoy the easement area as long as such use and enjoyment is not inconsistent with, and does not interfere with, the use and enjoyment by the Grantee of the right and easement herein granted; provided, however, that the Grantor shall not cause, permit or suffer any building, structure or facility (surface or sub-surface) other than lawns, gardens, walkways, driveways, roadways and parking areas to be placed, erected or constructed within the limits of the easement area. If and when special conditions warrant, the Grantee may waive or modify this restriction to permit the placing, erecting or constructing of buildings, structures or facilities (surface or sub-surface) within the limits of the easement area; provided, however, that prior to the placing, erecting or constructing of any such building, structure

60



EASEMENT from

Bay-Con Corporation to  
Board of County Commissioners  
Page 3.

or facility within the limits of the easement area, a detailed plan thereof must be submitted by the Grantor to the Grantee and must be approved by the Grantee in writing.

Notwithstanding the provisions of the immediately preceding paragraph, the Grantor may authorize any public utility (privately or publicly owned and operated) to utilize part of the sub-surface of said easement area for underground utility structures or facilities; provided, however, as follows:

- (a) That any underground structure or facility placed so as to cross the Grantee's facilities within said easement area shall be so placed as to provide a clearance of at least one (1) foot between the Grantee's facilities and such structure or facility of said public utility; and
- (b) That any underground structure or facility placed parallel to, or alongside, the Grantee's facilities within said easement area shall be so placed as to provide a minimum clearance of three (3) feet between the Grantee's facilities and such structure or facility of said public utility.

All covenants herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.



EASEMENT from

Bay-Con Corporation to  
Board of County Commissioners  
Page 4.

IN WITNESS WHEREOF, the parties have executed this instrument  
in duplicate the day and year first above written.

Signed and Acknowledged  
in the presence of: \*

BAY-CON CORPORATION

BAY-CON CORPORATION  
\* Brenda J. Safirstein Secretary  
\* John R. [unclear]  
\* witness Adwess J. Chamberlain  
witness

by Marshall G. Browne  
President

GRANTOR

BOARD OF COUNTY COMMISSIONERS OF  
ERIE COUNTY, OHIO

[Signature] County Commissioner  
[Signature] County Commissioner  
J. Philip Haster County Commissioner

GRANTEE

STATE OF Ohio )  
COUNTY OF Erie ) ss:

Before the undersigned, a Notary Public in and for said  
County and State, personally appeared MARSHALL G. BROWNE,  
President, and BRENDA J. SAFIRSTEIN, Secretary, of  
Bay-Con Corporation, the corporation which executed  
the foregoing instrument, who acknowledged that they signed said  
instrument as such President and Secretary in behalf of said corpor-  
ation and by authority of its board of directors; and that said  
instrument is their free act and deed individually and as such



EASEMENT from

(VOL 481 PAGE 606

Bay-Con Corporation to  
Board of County Commissioners  
Page 5.

President and Secretary and the free act and deed of said  
Bay-Con Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
official seal at Sandusky Ohio, this 23rd day of  
October, 1979.

Jacquelyn M. Smith  
Notary Public

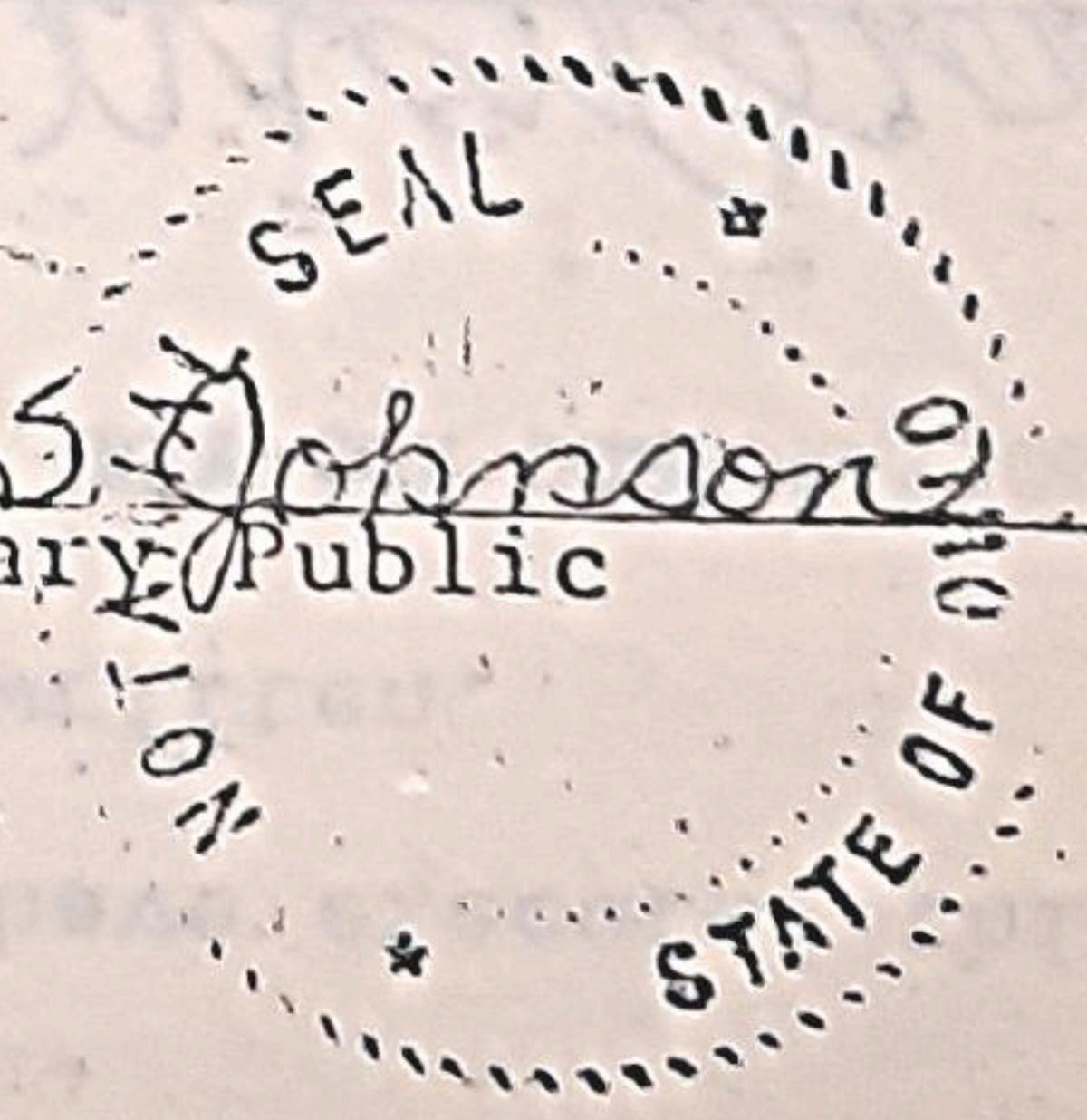


STATE OF OHIO  
COUNTY OF ERIE } ss:

Before the undersigned, a Notary Public in and for  
said County and State, personally appeared the above named  
James C. Dae, Alvin J. Vaith,  
and J. Philip Gasteler, the members of the Board of  
County Commissioners of Erie County, Ohio, who acknowledged that  
they did sign the foregoing instrument and that the same is their  
free act and deed as such County Commissioners and for the uses and  
purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
official seal at Sandusky, Ohio, this 26th day of November,  
1979.

Wickie S. Johnson  
Notary Public



The foregoing instrument  
prepared by

William E. Didelius

APPROVED AS TO FORM AND LEGALITY

Fay A. Lichelt  
Assistant Prosecuting Attorney



KNOW ALL MEN BY THESE PRESENTS, that Bay-Con Corporation,  
a corporation, the Grantor, in consideration of One  
Dollar (\$1.00) paid by the BOARD OF ERIE COUNTY COMMISSIONERS OF ERIE COUNTY,  
OHIO, the Grantees, the receipt of which is hereby acknowledged, does hereby  
grant to the said Grantees, their successors and assigns, the right and ease-  
ment to enter in and upon and to perform the work necessary to construct and  
install a sanitary sewer system, within the following described property to-  
wit:

Situated in parts of lots 24 and 25 in Section 3, and part of lot 30 in Section  
2, all in Huron Township, Erie County, Ohio, and being within the Grantors 35.  
2437 acre parcel of land as recorded in Deed Volume 389, page 788, Erie County,  
Ohio records and further described as follows:

Being a strip of land fifty (50) feet in width and lying easterly of the follow-  
ing described line:

Beginning at a point on the centerline of the westbound track of the Consoli-  
dated Railroad, said point being North 58° 23' West, a distance of 1,960 feet  
from the centerline of Rye Beach Road, thence North 24° 37' East to a point on  
the Grantors easterly property line and there terminate.

Excepting from the foregoing description that part of same lying within the  
established right of way limits of the Consolidated Railroad.

The Grantees, their successors or assigns, hereby provided that all  
damages to crops, fences or other property of the Grantor caused by the con-  
struction and installation of such a sanitary sewer system shall be restored  
or paid for by them.

TO HAVE AND TO HOLD said right and easement unto the said Grantees,  
their successors and assigns commencing with the beginning of the work neces-  
sary to perform the construction and installation of sanitary sewer system  
and terminating one year from the date of final acceptance of the completed  
work by the Erie County Sanitary Engineer.

All covenants herein contained shall run with the land and shall  
inure to the benefit of, and be binding upon, the successors and assigns of the  
parties hereto.



TEMPORARY WORKING

EASEMENT from

[VOL 481 PAGE 608

Bay-Con Corporation to

Board of County Commissioners

Page 2.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate the day and year first above written.

Signed and Acknowledged  
in the presence of: \*

BAY-CON CORPORATION

BAY-CON CONSTRUCTION  
John R. O'Brien Secretary  
\* Edmund S. Chambers  
witness

by Marshall G. Brune  
President

GRANTOR

BOARD OF COUNTY COMMISSIONERS OF  
ERIE COUNTY, OHIO

James A. O'Brien  
County Commissioner  
W. H. North  
County Commissioner  
J. Philip Hartman  
County Commissioner

GRANTEE

STATE OF Ohio )  
COUNTY OF Erie ) ss:

Before the undersigned, a Notary Public in and for said County and State, personally appeared MARSHALL G. BRUNE, President, and DENIDA J. SAFERSTEIN, Secretary, of

Bay-Con Corporation, the corporation which executed the foregoing instrument, who acknowledged that they signed said instrument as such President and Secretary in behalf of said corporation and by authority of its board of directors; and that said instrument is their free act and deed individually and as such



EASEMENT from

Bay-Con Corporation to

Board of County Commissioners

Page 3.

President and Secretary and the free act and deed of said

Bay-Con Corporation

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky Ohio, this 23<sup>rd</sup> day of October, 1979.

Jacquelyn M. Smith  
Notary Public

STATE OF OHIO

COUNTY OF ERIE

ss:

Before the undersigned, a Notary Public in and for said County and State, personally appeared the above named James C Dee, Alvin J Vaith and J Philip Gastner, the members of the Board of County Commissioners of Erie County, Ohio, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed as such County Commissioners and for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 26th day of November, 1979.

Wickie S. Johnson  
Notary Public

The foregoing instrument prepared by

William E. Didelius

APPROVED AS TO FORM AND LEGALITY

Ray A. Lick  
Assistant Prosecuting Attorney



EXHIBIT "A"

EASEMENT from

VOL 481 PAGE 610

Bay-Con Corporation to  
Board of County Commissioners  
Page 1.

DEED OF EASEMENT

This DEED OF EASEMENT, made and entered into this 26th  
day of November, 1979, by and between Bay-Con Corporation of  
Sandusky, Ohio, a corporation

(hereinafter called "Grantor") and  
the BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO (hereinafter  
called "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of the hereinafter-  
described tract or parcel of land located in Huron Township,  
Erie County, Ohio; and

WHEREAS, the Grantee desires to acquire the hereinafter-  
described right and easement in and upon said land of the Grantor;

NOW THEREFORE, for One Dollar (\$1.00) and other valuable  
consideration, the receipt and sufficiency of which hereby are  
acknowledged by the Grantor, and further in consideration of the  
covenants and agreements of the parties hereinafter set forth, the  
Grantor hereby does grant and convey to the Grantee, its successors  
and assigns, the right and easement to construct, install, maintain,  
operate, repair, remove and replace Sanitary Sewer and  
appurtenances in and upon the following-described property (herein-  
after sometimes referred to as the "easement area"), to-wit:

Situated in parts of lots 24 and 25 in section 3, and part of lot 30 in section 2,  
all in Huron Township, Erie County, Ohio, and being within the Grantors 35.2437  
acre parcel of land as recorded in Deed Volume 389, page 788, Erie County, Ohio  
records and further described as follows:

Being a strip of land twenty (20) feet in width having ten (10) feet on either  
side of the following described line:

Beginning at a point on the centerline of the westbound track of the Consolidated  
Railroad, said point being North 58°-23' West a distance of 1,960 feet from the  
centerline of Rye Beach Road, thence North 24°-37' East to a point on the Grantors  
easterly property line and there terminate.

Excepting from the foregoing description that part of same lying within the estab-  
lished right of way limits of the Consolidated Railroad.

547 33  
LAWYERS HILL INC. CORP.  
BOX 1200 SANDUSKY, OHIO 44870



0312997

FILED

EASEMENT

From

Name BAY-CON CORPORATION DTG 13 AM 11 25

Address 1630 Sycamore Line  
City & State Sandusky, Ohio 44870  
JOHN C. SCHERER  
RECORDER  
ERIE COUNTY, OHIO

To The

BOARD OF COUNTY  
COMMISSIONERS OF ERIE COUNTY, OHIO

TRANSFERRED

, 19

, Auditor

Received December 13th. , 19 79

At 11:25 o'clock A. M.

Recorded December 14th. , 19 79

In Erie County

Record of Deeds, Vol. 481 Page 602-611 inc;

John C. Scherer Recorder

Recorder's Fee, \$ *None*

51733

LAWRENCE TITLE INS. CO., INC.

BOX 1283 SANDUSKY, OHIO 44870



OHIO SECRETARY OF STATE  
PROCESSING STATEMENT  
12/05/94

~~04300-0768~~

CHARTER NUMBER: 887142  
ROLL AND FRAME: 4300-0768

CORPORATION:

RESORT PROPERTIES MANAGEMENT, LTD.

DOCUMENT NUMBER

-----

94120223801

94120223801

CODE

----

LCA

MIS

FEE

---

85.00

10.00

051378

RETURN TO: TONE, MADDRELL, EASTMAN, GRUBBE ET AL  
ATTN M A STUCKEY  
1401 CLEVELAND RD  
SANDUSKY OH 44870-4257

TOTAL : 95.00

1008



04300-0769



# The State of Ohio

**Bob Taft**

Secretary of State

887142

## Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous

Filings; that said records show the filing and recording of: LCA MIS

of:

RESORT PROPERTIES MANAGEMENT, LTD.

United States of America  
State of Ohio  
Office of the Secretary of State

Recorded on Roll 4300 at Frame 0770 of  
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at

Columbus, Ohio, this 2ND day of DEC .

A.D. 19 94 .



*Bob Taft*  
**Bob Taft**  
Secretary of State





04300-0770

Prescribed by  
 Bob Taft, Secretary of State  
 30 East Broad Street, 14th Floor  
 Columbus, Ohio 43266-0418  
 Form LCA (July 1994)

Approved KN  
 Date 12/2/94  
 Fee \$85.00

94120223801

## ARTICLES OF ORGANIZATION

(Under Section 1705.04 of the Ohio Revised Code)  
 Limited Liability Company

The undersigned, desiring to form a limited liability company, under Chapter 1705 of the Ohio Revised Code, do hereby state the following:

**FIRST:** The name of said limited liability company shall be \_\_\_\_\_  
 Resort Properties Management, Ltd.

(the name must include the words "limited liability company", "limited", "Ltd" or "Ltd.")

**SECOND:** This limited liability company shall exist for a period of \_\_\_\_\_  
 Fifteen years from the date of filing these Articles. 12/2/2009

**THIRD:** The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:

609 Mariner Village  
 (street or post office box)  
Huron OH 44839  
 (city, village or township) (state) (zip code)

[ ] Please check this box if additional provisions are attached hereto

Provisions attached hereto are incorporated herein and made a part of these articles of organization.



04300-0771

**FOURTH: Purpose (optional)**

To act as a General Partner for the Sawmill Creek Lodge Company and perform related activities, and do all things legally permitted to be done by a Limited Liability Company in the State of Ohio.

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 30 day of November, 19 94.

Signed: X Gregory L. Hill  
Gregory L. Hill

Signed: X Thomas C. Bleile  
Thomas C. Bleile

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

*(If insufficient space for all signatures, please attach a separate sheet containing additional signatures)*

**INSTRUCTIONS**

1. The fee for filing Articles of Organization for a limited liability company is \$85.00.
2. Articles will be returned unless accompanied by a written appointment of agent signed by all or a majority of the members of the limited liability company which must include a written acceptance of the appointment by the named agent.
3. A limited liability company must be formed by a minimum of two persons.
4. Any other provisions that are from the operating agreement or that are not inconsistent with applicable Ohio law and that the members elect to set out in the articles for the regulation of the affairs of the limited liability company may be attached.

[Ohio Revised Code Section 1705.04]





Prescribed by  
 Bob Taft, Secretary of State  
 30 East Broad Street, 14th Floor  
 Columbus, Ohio 43266-0418  
 Form LCO (July 1994)

04300-0772

### ORIGINAL APPOINTMENT OF AGENT (for limited liability company)

The undersigned, being at least a majority of the members of \_\_\_\_\_  
 Resort Properties Management, Ltd., hereby appoint  
 \_\_\_\_\_, (name of limited liability company)  
 Gregory L. Hill to be the agent  
 \_\_\_\_\_ (name of agent)

upon whom any process, notice or demand required or permitted by statute to be served  
 upon the limited liability company may be served. The complete address of the agent is:

626 Mariner Village

\_\_\_\_\_ (street address)

Huron \_\_\_\_\_, Ohio 44839  
 (city, village or township) Note: P.O. Box addresses are not acceptable (zip code)

X Gregory L. Hill  
 (member)  
 Gregory L. Hill

X Thomas C. Bleile  
 (member)  
 Thomas C. Bleile

\_\_\_\_\_ (member)

\_\_\_\_\_ (member)

(If insufficient space for all signatures, please attach a separate sheet containing additional signatures)

### ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for Resort Properties

Management, Ltd., hereby acknowledges and accepts the  
 (name of limited liability company)  
 appointment of agent for said limited liability company.

X Gregory L. Hill  
 Agent's Signature

### INSTRUCTIONS

1. Articles of organization must be accompanied by an original appointment of agent R.C. 1705.06(B).
2. The agent for a limited liability company must be an individual who is a resident of Ohio, an Ohio corporation, or a foreign corporation holding an Ohio license as a foreign corporation. R. C. 1705.06(A)
3. An original appointment of agent form must be signed by at least a majority of the members of the limited liability company. R.C. 1705.06(B)



04300-0773

## LAW OFFICES

TONE, MADDRELL, EASTMAN, GRUBBE, MCGORY &amp; VERMEEREN

KENNETH E. TONE  
RICHARD E. GRUBBE  
PETER J. MCGORY  
BARRY W. VERMEEREN  
MARK A. STUCKEY  
BRUCE R. CROTEAU  
TYGH M. TONE

1401 CLEVELAND ROAD • SANDUSKY, OHIO 44870-4257

TELEPHONE: 419/626-0055

FAX: 419/626-0288

HERBERT P. EASTMAN, RETIRED  
DONALD B. MADDRELL, RETIRED

November 15, 1994

CERTIFIED MAIL

Secretary of State  
State Office Tower  
30 East Broad Street  
14th Floor  
Columbus, OH 43266-0418

Attn: Corporation Section

Re: resort Properties Management, Ltd.

Please expedite the filing of the enclosed Original of the Articles of Organization and Original Appointment of Statutory Agent for the above-captioned corporation. Also enclosed is our check in the total amount of \$95.00, of which \$85.00 is to cover the filing fee with the remaining \$10.00 as an expediting fee.

A self addressed envelope is also enclosed for your convenience in returning the filed Articles to me. Please call if you have any questions.

Cordially,

TONE, MADDRELL, EASTMAN,  
GRUBBE, MCGORY & VERMEEREN

*Mark A. Stuckey*  
Mark A. Stuckey

MAS/md

enc.

1994  
15  
2003





|            |              |                                                |        |        |         |      |      |
|------------|--------------|------------------------------------------------|--------|--------|---------|------|------|
| DATE:      | DOCUMENT ID  | DESCRIPTION                                    | FILING | EXPED  | PENALTY | CERT | COPY |
| 05/06/2002 | 200212600540 | AMEND/ARTICLES-<br>ORGANIZATION/DOM. LLC (LAM) | 50.00  | 100.00 | .00     | .00  | .00  |

**Receipt**

This is not a bill. Please do not remit payment.

CALFEE HALTER, ESQ.  
1650 FIFTH THIRD CENTER/ G.DZIAK  
21 E. STATE STREET  
COLUMBUS, OH 43215

# STATE OF OHIO

**Ohio Secretary of State, J. Kenneth Blackwell**

887142

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**RESORT PROPERTIES MANAGEMENT, LTD.**

and, that said business records show the filing and recording of:

Document(s)

**AMEND/ARTICLES-ORGANIZATION/DOM. LLC**

Document No(s):

**200212600540**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 3rd day of May, A.D.  
2002.

*J. Kenneth Blackwell*  
Ohio Secretary of State



MAY 13 2002 11:39AM

CALFEE HALTER &amp; GRISWOLD LLP

NO. 9394 P. 2

Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

Mail Form to one of the Following:

☒ Yes PO Box 1390  
Columbus, OH 43216

\*\*\* Required an additional fee of \$100 \*\*\*

☐ No PO Box 1028  
Columbus, OH 43216

**Limited Liability Company Certificate of  
Amendment / Restatement / Correction**  
(Domestic or Foreign)  
Filing Fee \$50.00

**(CHECK ONLY ONE (1) BOX)**

|                                                                                                                                                                                                              |                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>(1) Domestic Limited Liability Company</b><br><input checked="" type="checkbox"/> Amendment (129-LAM)<br><input type="checkbox"/> Restatement (142-LRA)<br><br>December 2, 1994<br>(Date of Organization) | <b>(2) Foreign Limited Liability Company</b><br><input type="checkbox"/> Correction (135-LFC)<br><br>_____<br>(Home State) |
| _____<br>(Qualifying In Ohio on MM/DD/YY)                                                                                                                                                                    |                                                                                                                            |

The undersigned authorized representative of

Resort Properties Management, Ltd.  
(Name)

887142

(Registration Number)

The above stated Limited Liability Company does hereby certify that the undersigned is duly authorized to execute this

certificate, and hereby certifies that the above named Limited Liability Company

☒ Amend ☐ Restate ☐ Correct

the following:

Complete the information in this section if box (1) Restatement is checked, all sections below must be completed.  
If box (1) Amendment or box (2) Correction is checked only complete sections that applies.

**FIRST:** The name of said limited liability company shall be:

(the name must include the words "limited liability company", "limited", "Ltd.", "Ltd.", "LLC", or "L.L.C.")

**SECOND: (OPTIONAL)** This limited liability company shall exist for a period of

perpetual

**THIRD:** The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is (OPTIONAL):

(street address)

NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village)

(state)

(zip code)

☐ Please check if additional provisions attached hereto are incorporated herein and made a part of these articles of organization.**FOURTH: Purpose (OPTIONAL)**

2002 MAY -3 PM 12:09  
CLERK SERVICE CENTER

RECEIVED  
SECRETARY OF STATE



MAY. 3. 2002 11:39AM

CALFEE HALTER &amp; GRISWOLD LLP

NO. 9394 -P. 3

**Complete the information in this section if box (2) is checked and the Limited Liability Company wants to appoint a statutory agent**

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is:

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City, village or township)

Ohio

(State)

(Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

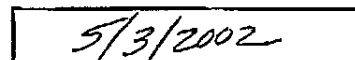
- A. the agent cannot be found or,
- B. the limited liability company fails to designate another agent when required to do so, or,
- C. the limited liability company's registration to do business in Ohio expires or is cancelled.

**REQUIRED**

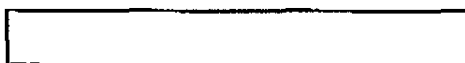
Must be authenticated (signed)  
by an authorized representative  
(See Instructions)



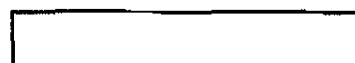
Authorized Representative  
Thomas C. Bleile, Member



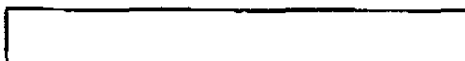
Date



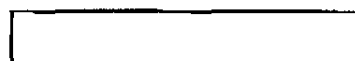
Authorized Representative



Date



Authorized Representative



Date



0299928

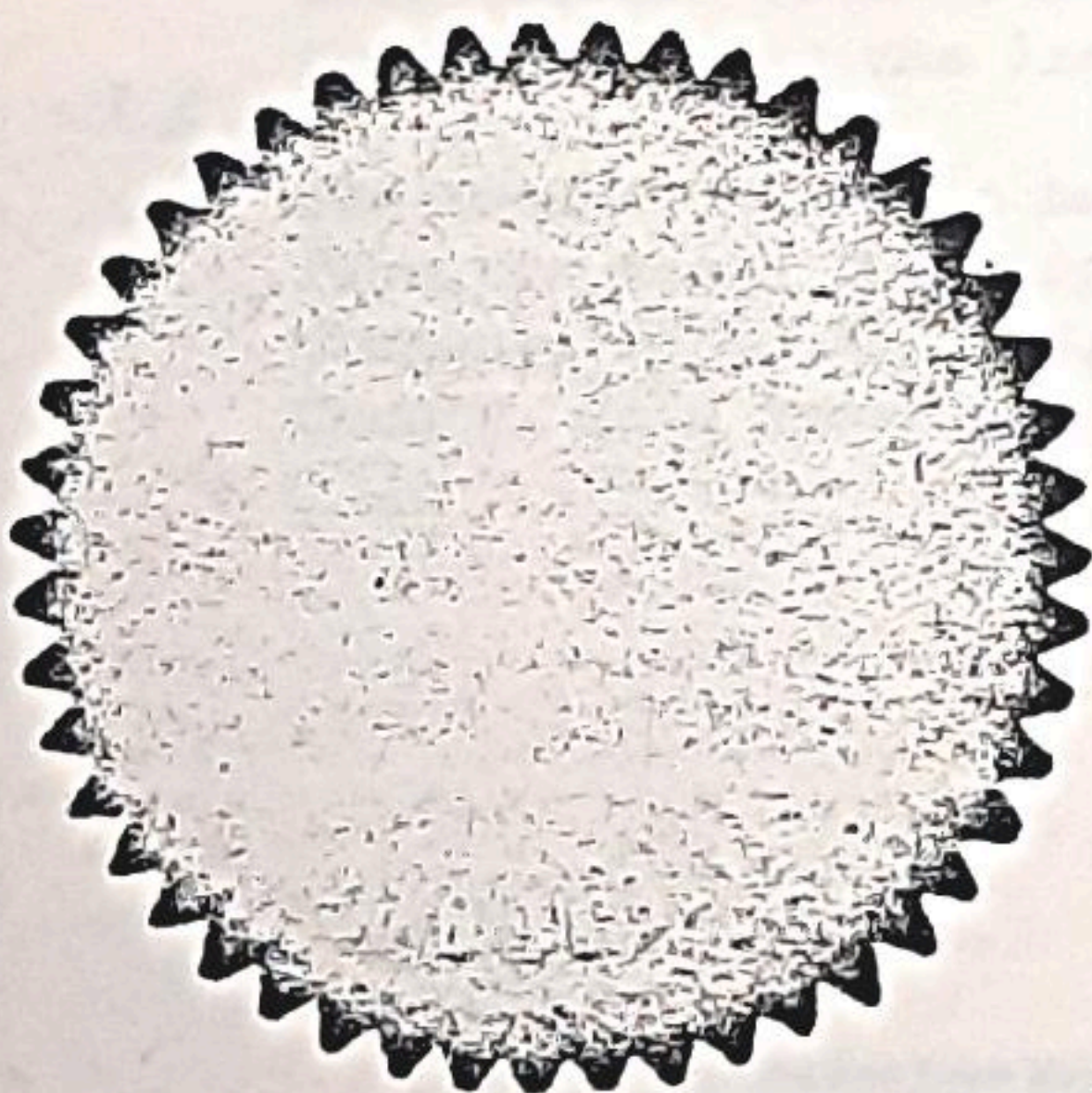
VOL 468 PAGE 793

UNITED STATES OF AMERICA,  
STATE OF OHIO,  
OFFICE OF THE SECRETARY OF STATE.

I, TED W. BROWN,

do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show a Certificate of AGREEMENT OF MERGER of BAY CONSTRUCTION, INC., an Ohio corporation (#263053) principal location of Sandusky, Erie County, incorporated on April 25, 1957 merging into: BAY-CON CORPORATION, an unqualified Delaware corporation, and thereby License to do business in Ohio of BAY-CON CORPORATION, a qualified Delaware corporation (#465805), filed in this office on April 22, 1975 and recorded on Roll E055, Frame 530 of the Records of Incorporation.

WITNESS my hand and official  
seal at Columbus, Ohio, this  
21st day of June,  
A. D. 19 78.



*Ted W. Brown*

TED W. BROWN  
Secretary of State

Bay Dck SF-23519

VOL 468 PAGE 793



RECORDED BY STATE  
LEO M. BROWN

NOTED BY  
STATE OF OHIO  
OFFICE OF COMPTROLLER OF PUBLIC ACCOUNTS

This conveyance has been examined and the Grantor has  
complied with Section 319-202 of the Revised Code.

FEE \$

EXEMPT

GERALD SCHWEINFURTH, County Auditor

Trans. June 23-1978

*Handwritten signature*

Fee 3.15 H. P.

5.00 Paid

\*\*\*\*\*

Received June 23rd, 1978 at 3:18 P.M.

Recorded June 26th, 1978 in Erie

County Deed Records, Vol. 468,

Pages 793-794.

John C. Scherer,

Recorder.

\*\*\*\*\*

FILED

1978 JUN 23 PM 3 18

JOHN C. SCHERER  
RECORDER  
ERIE COUNTY, OHIO

OFFICE OF THE SECRETARY OF STATE  
STATE OF OHIO  
UNITED STATES OF AMERICA

MICROFILMED

L VOL 468 PAGE 794



## Summary

**Parcel Number** 39-00419.000  
**Map Number** 39166400003  
**Location Address** CLEVELAND  
**Legal Acres** 0.0600  
**Legal Description** 22-6-2 LOT 30 R/W 16 1/2'X136.92'.06A  
(Note: Not to be used on legal documents.)  
**Neighborhood** 03900-RES-HURON TWP-HURON  
**Tax District** 39-HURON TOWNSHIP - HURON CSD  
**School District** HURON CSD  
**Homestead Reduction** NO  
**Owner Occupancy Credit** NO  
**Foreclosure** NO  
**Land Use** 500-RESIDENTIAL VACANT LAND  
(Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)

[Download Land Use descriptions](#)

## Notes

**Map Number:** 007  
**Personal Property District:** 22-0120

## Owners

|                                                                                                                   |                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>Owner Address</b><br><a href="#">RESORT PROPERTIES MANAGEMENT LTD</a><br>609 MARINER VILLAGE<br>HURON OH 44839 | <b>Tax Payer Address</b><br><a href="#">RESORT PROPERTIES MANAGEMENT LTD</a><br>609 MARINER VILLAGE<br>HURON OH 44839 |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|

## Land

| Land Type       | Calculated Acres | Actual Frontage | Effective Frontage | Depth | Depth Factor | Unit Rate | Appraised Value (100%) |
|-----------------|------------------|-----------------|--------------------|-------|--------------|-----------|------------------------|
| S-SMALL ACREAGE | 0.06             | 0               | 0                  | 0     | 100%         | 6400      | \$380                  |
| <b>Total</b>    | <b>0.0600</b>    |                 |                    |       |              |           | <b>\$380</b>           |

## Appraised Value

If the value information is unavailable or does not display, it may be due to this being a new parcel and the information will be available in a future year. If you have questions please contact the Erie County Auditor's Office by email at [ecao@eriecounty.oh.gov](mailto:ecao@eriecounty.oh.gov) or by phone at (419) 627-7746.

| Assessed Year                       | 2022         | 2021         | 2020         | 2019         | 2018         |
|-------------------------------------|--------------|--------------|--------------|--------------|--------------|
| Land Value                          | \$380        | \$380        | \$380        | \$380        | \$380        |
| CAUV Value                          | \$0          | \$0          | \$0          | \$0          | \$0          |
| Improvements Value                  | \$0          | \$0          | \$0          | \$0          | \$0          |
| <b>Total Value (Appraised 100%)</b> | <b>\$380</b> | <b>\$380</b> | <b>\$380</b> | <b>\$380</b> | <b>\$380</b> |

## Taxable Value (35% of Appraised Value)

If the value information is unavailable or does not display, it may be due to this being a new parcel and the information will be available in a future year. If you have questions please contact the Erie County Auditor's Office by email at [ecao@eriecounty.oh.gov](mailto:ecao@eriecounty.oh.gov) or by phone at (419) 627-7746.

| Assessed Year                     | 2022         | 2021         | 2020         | 2019         | 2018         |
|-----------------------------------|--------------|--------------|--------------|--------------|--------------|
| Land Value                        | \$130        | \$130        | \$130        | \$130        | \$130        |
| CAUV Value                        | \$0          | \$0          | \$0          | \$0          | \$0          |
| Improvements Value                | \$0          | \$0          | \$0          | \$0          | \$0          |
| <b>Total Value (Assessed 35%)</b> | <b>\$130</b> | <b>\$130</b> | <b>\$130</b> | <b>\$130</b> | <b>\$130</b> |

## Tax History

| Tax Year<br>(click for detail) | Prior Charges | Full Year Total | Payments | Uncollectable | Half Year Due | Full Year Due |
|--------------------------------|---------------|-----------------|----------|---------------|---------------|---------------|
| ⊞ 2022 Pay 2023                | \$0.00        | \$5.46          | \$5.46   |               | \$0.00        | \$0.00        |
| ⊞ 2021 Pay 2022                | \$0.00        | \$5.42          | \$5.42   |               | \$0.00        | \$0.00        |
| ⊞ 2020 Pay 2021                | \$0.00        | \$5.54          | \$5.54   |               | \$0.00        | \$0.00        |

For tax bills and related information, please visit the Erie County Treasurer's website by [clicking here](#)

## Payments

| Payment Date | Amount Paid |
|--------------|-------------|
| 7/11/2023    | \$2.73      |
| 2/14/2023    | \$2.73      |
| 7/11/2022    | \$2.71      |
| 2/15/2022    | \$2.71      |
| 7/9/2021     | \$2.77      |



| Payment Date | Amount Paid |
|--------------|-------------|
| 2/19/2021    | \$2.77      |
| 7/10/2020    | \$2.87      |
| 2/14/2020    | \$2.87      |
| 7/12/2019    | \$2.90      |
| 2/15/2019    | \$2.90      |
| 2/16/2018    | \$3.68      |
| 7/14/2017    | \$1.82      |
| 1/31/2017    | \$1.82      |
| 7/8/2016     | \$1.79      |
| 2/12/2016    | \$1.79      |

### Sales

| Sale Date | Sale Price | Seller              | Buyer                            | No. of Properties |
|-----------|------------|---------------------|----------------------------------|-------------------|
| 6/13/2006 | \$155,000  | MCCONNELL BRENT     | RESORT PROPERTIES MANAGEMENT LTD | 2                 |
| 1/29/2002 | \$0        | MCCONNELL WILLIAM R | MCCONNELL BRENT                  | 2                 |
| 1/1/1950  | \$0        | UNKNOWN             | MCCONNELL WILLIAM R              | 0                 |

### Recent Sales In Area

Sale date range:

From: 10/13/2020 To: 10/13/2023

Sales by Neighborhood

1500

Feet



Sales by Distance

### Historical Grand List

[Browse all Erie County Historical Grand List Documents](#)

39-00419.000 (PDF)

### Map



### Property Card

Property Card

No data available for the following modules: Dwellings, Buildings, Additions, Improvements, Ag Soil, Special Assessments, Photos, Sketches.



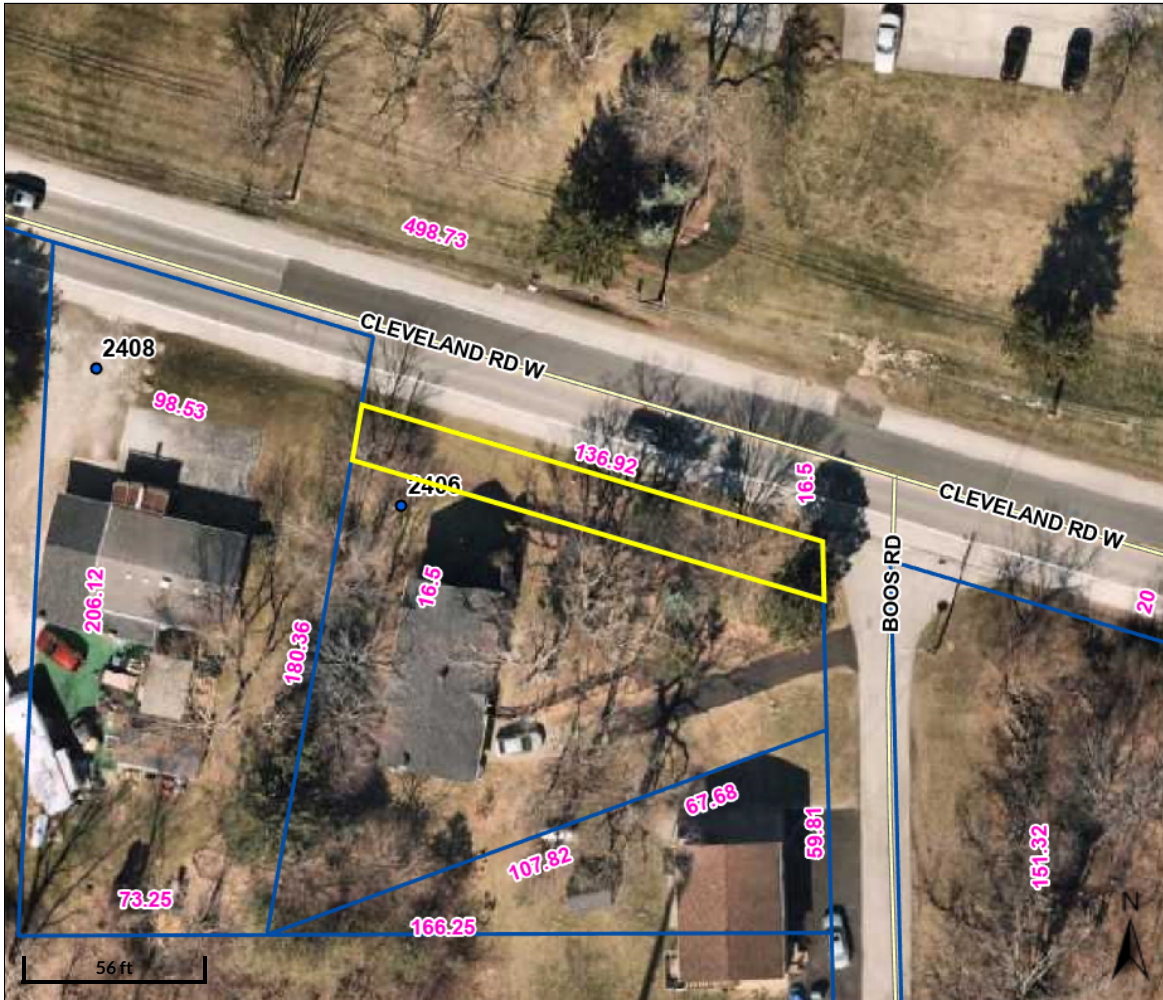
The information provided by Erie County is provided 'as is' and for reference only. The user expressly agrees that the use of Erie County's web site is at the user's sole risk. Erie County does not warrant that the service will be uninterrupted or error free. Any information published on this server could contain technical inaccuracies or typographical errors. Changes may be made periodically to the tax laws, administrative rules, tax releases and similar materials.  
| [User Privacy Policy](#) | [GDPR Privacy Notice](#)  
[Last Data Upload: 10/13/2023, 3:20:46 AM](#)

[Contact Us](#)

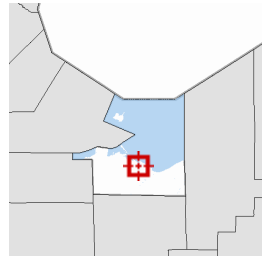
Developed by







#### Overview



#### Legend

- Parcels
- Parcel Dimensions
- Parcel Dimensions (Original)
- Lot Lines
- Lot Line Labels
- Streets
- Addresses
  - 0
  - 1
  - <all other values>

|           |                                                                                                             |         |      |        |                        |          |          |
|-----------|-------------------------------------------------------------------------------------------------------------|---------|------|--------|------------------------|----------|----------|
| Parcel ID | 39-00419.000                                                                                                | Acreage | 0.06 | Last 2 | Date                   | Price    | Vol/Page |
| Owner     | RESORT PROPERTIES MANAGEMENT LTD (Owner Address)<br>RESORT PROPERTIES MANAGEMENT LTD (Tax Payer<br>Address) |         |      | Sales  | 6/13/2006<br>1/29/2002 | \$155000 |          |
| Property  | CLEVELAND                                                                                                   |         |      |        |                        |          |          |
| Address   | HURON                                                                                                       |         |      |        |                        |          |          |

Date created: 10/13/2023  
Last Data Uploaded: 10/13/2023 3:20:46 AM

Developed by Schneider  
GEOSPATIAL