

Know all Men by these Presents, That The Ridge Manufacturing Company,

_____ a Corporation, the Grantor,

for the consideration of _____ Ten _____ Dollars

(\$ 10.00 _____) received to its full satisfaction of _____

The City of Parma _____ a Corporation, the Grantee,

does give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns,

the following described premises, situated in the _____ City _____ of _____ Parma _____

County of _____ Cuyahoga _____, and State of Ohio:

and known as being part of Original Parma Township Lot. No. 21 in the Tuckerman Tract, being further described as follows:

Beginning at a point in the center line of West 130th Street, formerly Settlement Road, as shown on the recorded dedication plat of said West 130th Street in Volume 131 of Maps, Page 458 of Cuyahoga County Records, at the Southeasterly corner of the Parma Square Subdivision as shown by the recorded plat in Volume 106 of Maps, page 40 of Cuyahoga County Records; thence from said place of beginning South 45° 12' 31" West 64.51 feet along said center line of West 130th Street to a point of curvature;

Thence South westerly along said center line of West 130th Street, and along an arc of a circle, deflecting to the left, 203.56 feet to the principal place of beginning for premises herein described, said arc having a radius of 1145.92 feet and a chord which bears South 40° 07' 11" West 203.29 feet;

Thence Southwesterly along said center line of West 130th Street and along an arc of a circle, deflecting to the left, 36.37 feet to a point, said arc having a radius of 1145.92 feet and a chord which bears south 34° 07' 17" West 36.37 feet, said point being distant Northeasterly along said center line of West 130th Street and along an arc of a circle, deflecting to the right, 380.53 feet from the Southwesterly corner of Parcel No. 2 of land conveyed to Robert Nolan by deed dated March 3, 1953, and recorded in Volume 7688, Page 26 of Cuyahoga County Deed Records, said arc having a radius of 1145.92 feet and a chord which bears North 23° 41' 57" East 378.78 feet;

Thence North 89° 42' 22" East 673.64 feet to a point distant North 89° 42' 22" East 440.00 feet from the Easterly line of land conveyed to Robert Nolan, as aforesaid;

Thence South 0° 09' 12" West 350.54 feet to a point in the Southerly line of land conveyed to Michael J. Nolan, et al. by deed dated July 10, 1946, and recorded in Volume 6091, Page 68 of Cuyahoga County Deed Records;

Thence South 89° 58' 57" East 89.13 feet along the Southerly line of land so conveyed to Michael J. Nolan et al. to a point in the Northwesterly line of land, conveyed to The Cleveland Lorain and Wheeling Railway Company, a predecessor of The Baltimore and Ohio Railroad Company by deed dated March 28, 1894, and recorded in Volume 575, Page 161 of Cuyahoga County Deed Records;

Thence North 32° 17' 20" East 689.54 feet along the Northwesterly line of land so conveyed to The Cleveland Lorain and Wheeling Railway Company to a point at the Northeasterly corner of land conveyed to Michael J. Nolan, et al. as aforesaid;

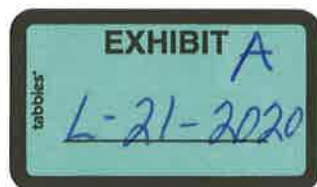
Thence South 89° 42' 22" West 640.25 feet along the Northerly line of land so conveyed to Michael J. Nolan, et al. to the Northeasterly corner of land conveyed to The Buckeye Pipe Line Company by deed dated November 9, 1945, and recorded in Volume 6011, Page 72 of Cuyahoga County Deed Records;

Thence South 0° 17' 38" East 200.00 feet along the Easterly line of land so conveyed to The Buckeye Pipe Line Company to the Southeasterly corner thereof;

Thence South 89° 42' 22" West 470.61 feet along the Southerly line of land so conveyed to The Buckeye Pipe Line Company and the Westerly prolongation thereof to the principal place of beginning and containing 4.935 acres of land, be the same more or less, but subject however to all legal highways.

EASEMENT #1

Subject to the permanent easement for the construction, maintenance, operation, renewal and removal from time to time of pipe lines, telegraph, telephone



and electric power lines and other facilities, which easement was conveyed to The Buckeye Pipe Line Company by deed dated November 9, 1945, as aforesaid, and which easement is in, on, over and along a part of the land herein above described, to-wit:

Beginning at the Northeasterly corner of land conveyed to The Buckeye Pipe Line Company, as aforesaid; thence from said place of beginning North 89° 42' 22" East 640.25 feet along the Northerly line of land conveyed to Michael J. Nolan, et al., as aforesaid to a point in the Northwesterly line of land conveyed to The Cleveland, Lorain and Wheeling Railway Company, as aforesaid;

Thence South 32° 17' 20" West 11.87 feet along said Northwesterly line of land conveyed to The Cleveland Lorain and Wheeling Railway Company to a point in a line parallel with and distant 10.00 feet Southerly by rectangular measurement from said Northerly line of land conveyed to Michael J. Nolan, et al;

Thence South 89° 42' 22" West 633.86 feet parallel with and distant 10.00 feet Southerly by rectangular measurements from said Northerly line of land conveyed to Michael J. Nolan, et al, to a point in the Easterly line of land conveyed to The Buckeye Pipe Line Company, as aforesaid;

Thence North 0° 17' 38" West 10.00 feet along said Westerly line of land conveyed to The Buckeye Pipe Line Company to the place of beginning.

EASEMENT #2

Excepting and reserving to the grantor, and its successors and assigns, tenants, licensees, employees, visitors, and all persons for the benefit or advantage of the grantor a right of way over, across and upon a portion of a proposed private roadway, such portion described as follows:

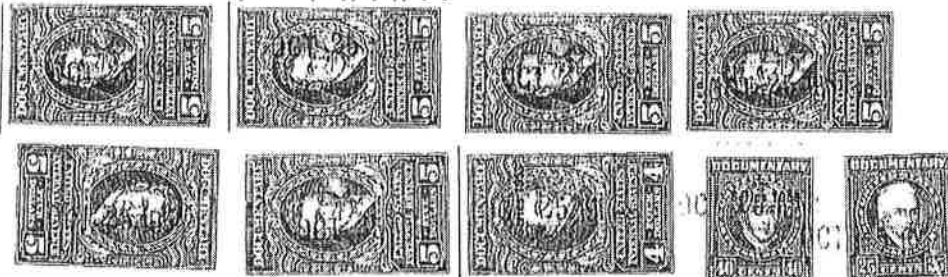
Beginning at a point in the center line of West 130th Street where it meets the most northerly line of land herein transferred; thence easterly along the most northerly line of said proposed roadway, 243.32 feet to a point; thence south 30 feet to the southerly line of said proposed roadway; thence westerly along the southerly line of said proposed roadway 263.64 feet to the center line of West 130th Street; thence northerly along the center line of West 130th Street to the place of beginning, which roadway the grantee agrees to ~~maintain~~ maintain; the grantee, its successors, assigns, tenants, licensees, employees, visitors and all persons for the advantage of the grantee, being likewise entitled to use the same. Neither the grantee, the grantor, nor any one claiming under them or either of them, shall in any manner obstruct any portion of said above described roadway or use the same for the parking or storage of vehicles or materials or otherwise, or in any manner prevent the free and unobstructed use thereof by all parties entitled to use the same.

EASEMENT #3

Excepting and reserving to the grantor and its successors and assigns, a right of way, over, across and upon a portion of the land herein granted to the grantee, and being a railroad spur 26 feet in width and lying 13 feet, measured on radial lines, on either side of the following described center line;

Beginning at a point in the Northwesterly line of land conveyed to The Cleveland Lorain and Wheeling Railway Company as aforesaid, at a point distant North 32° 17' 20" East 110.17 feet from the Southeasterly corner of land conveyed to Michael J. Nolan, et al. as aforesaid;

Thence from said place of beginning Southwesterly along an arc of a circle, deflecting to the right, 163.68 feet to a point distant North 0° 09' 12" East 25.67 feet from the Southerly line of land so conveyed to Michael J. Nolan, et al., said arc having a radius of 410.28 feet and a chord which bears South 65° 29' 48" West 162.60, for the purpose of constructing, maintaining and using a railroad spur over said above described property, from adjoining property of the grantor to the railroad right of way adjoining property transferred herein to the grantee, for the exclusive use of the grantor for ingress and egress by railroad only.



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, its successors and assigns forever, And The Ridge Manufacturing Company the said Grantor does for itself and its successors and assigns covenant with the said Grantee, its successors and assigns, that at and until the ensembling 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 for the year 1954 and thereafter, zoning ordinances and assessments of record, if any.

and that it will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns forever, against all lawful claims and demands whatsoever except as above noted.

In Witness Whereof, said Corporation hereunto sets its hand and corporate seal, by Michael J. Nolan its President and Charles J. Herbert its Secretary this 15th day of October in the year of our Lord One Thousand Nine Hundred and fifty-four.

Signed and acknowledged in presence of William L. Kuna Frank L. Mercer THE RIDGE MANUFACTURING COMPANY By Michael J. Nolan President By Charles J. Herbert Secretary

The State of Ohio, Cuyahoga County, ss. Before me, a Notary Public in and for said County and State personally appeared the above named The Ridge Manufacturing Company by Michael J. Nolan its President and Charles J. Herbert 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 each of them personally and as such officers.

In testimony whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 15th day of October, A. D. 1954.

F. J. Mercer Notary Public.

441-3-1

791824

441-2-2

WARRANTY DEED

FROM

THE RIDGE MANUFACTURING COMPANY

TO
THE CITY OF PABSA

RECEIVED FOR RECORD

Recorded 2248 o'clock M. 19

in County Records

Volume Page 317

ENTERED FOR TRANSFER

RECORDED

320

LOUISVILLE FIRE INSURANCE CO.

Order No. 8-9

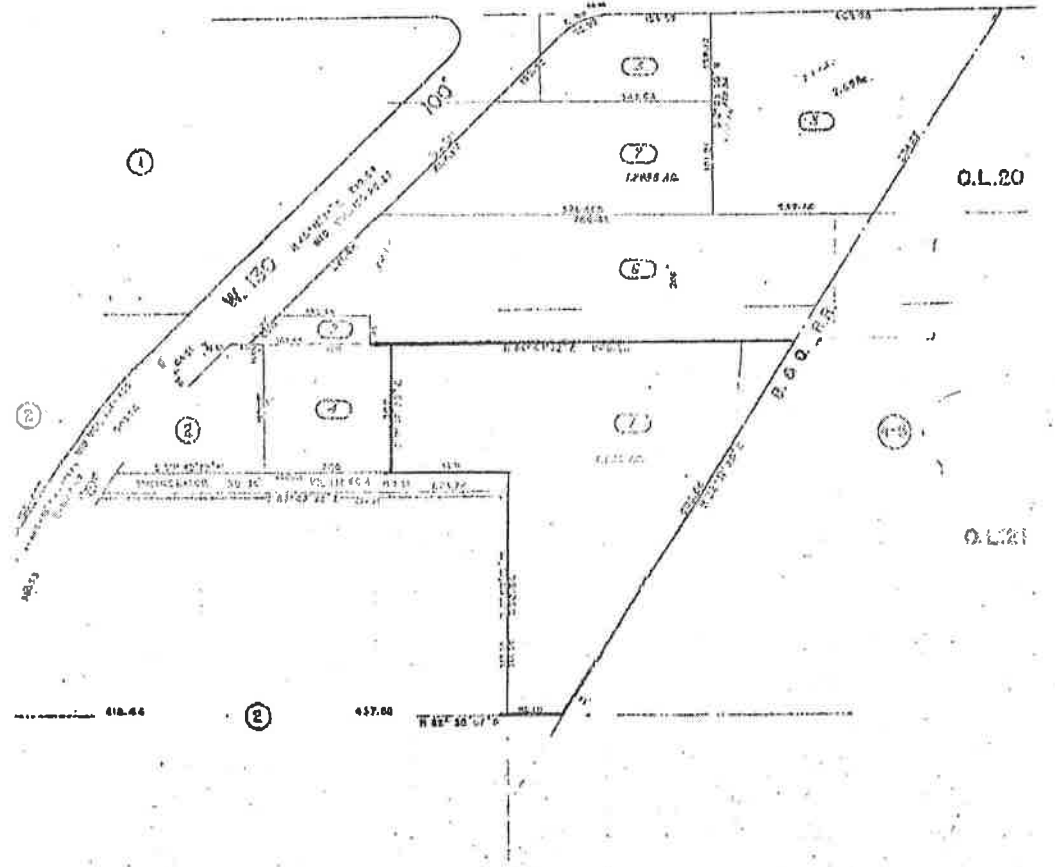
PARMA MAP 441



SCALE 100 FT = 1"

CLEVELAND MAP 80

TRP LINE BROOKPARK RD. C.S. MAP 2531 100'



O.L.20

O.L.21

PARMA INCINERATOR

327

LOUISVILLE TITLE INSURANCE COMPANY

LOUISVILLE, KENTUCKY

Cleveland Office:—Standard Building, Cleveland 13, Ohio

TITLE GUARANTY

LOUISVILLE TITLE INSURANCE COMPANY, a Corporation of Louisville, Kentucky, herein called the Company, after an examination of the records of Cuyahoga County, and the records of the United States Courts for the Northern District of Ohio, for a valuable consideration,

HEREBY GUARANTEES

THE CITY OF PARMA

--THIRTY ONE THOUSAND TWO HUNDRED SEVENTY SIX AND 80/100--
in an amount not to exceed _____ Dollars

(\$ 31,276.80--), that the title to the premises hereinafter described, at the date hereof, as appears from said records, is good in

The City of Parma
a Corporation

and free from all liens, encumbrances and defects, except as shown below.

DESCRIPTION

Situated in the City of Parma, County of Cuyahoga and State of Ohio, and known as being part of Original Parma Township Lot No. 21 in the Tuckerman Tract, being further described as follows:

Beginning at a point in the center line of West 130th Street, formerly Settlement Road, as shown on the recorded dedication plat of said West 130th Street in Volume 131 of Maps, Page 458 of Cuyahoga County Records, at the Southeasterly corner of the Parma Square Subdivision as shown by the recorded plat in Volume 106 of Maps, Page 40 of Cuyahoga County Records;

Thence from said place of beginning South 45° 12' 31" West 64.51 feet along said center line of West 130th Street to a point of curvature:

Thence Southwesterly along said center line of West 130th Street and along an arc of a circle deflecting to the left, 203.56 feet to the principal place of beginning for premises herein described, said arc having a radius of 1145.92 feet and a chord which bears South 40° 07' 11" West 203.29 feet;

Thence Southwesterly along said center line of West 130th Street and along an arc of a circle deflecting to the left, 36.37 feet to a point, said arc having a radius of 1145.92 feet and a chord which bears South 34° 07' 17" West 36.37 feet, said point being distant Northeasterly along said center line of West 130th Street and along an arc of a circle deflecting to the right, 380.53 feet from the Southwesterly corner of Parcel No. 2 of land conveyed to Robert Nolan by deed dated March 3, 1953 and recorded in Volume 7688, Page 26 of Cuyahoga County Deed Records, said arc having a radius of 1145.92 feet and a chord which bears North 23° 41' 57" East 378.78 feet;

Thence North 89° 42' 22" East 673.64 feet to a point distant North 89° 42' 22" East 440.00 feet from the Easterly line of land conveyed to Robert Nolan, as aforesaid;

Thence South 0° 09' 12" West 350.54 feet to a point in the Southerly line of land conveyed to Michael J. Nolan, et al, by deed dated July 10, 1946 and recorded in Volume 6091, Page 68 of Cuyahoga County Deed Records;

Thence South 89° 58' 57" East 89.18 feet along the Southerly line of land so conveyed to Michael J. Nolan et al, to a point in the

This is Sheet No.

1

of our Order No. C-82929

LOUISVILLE TITLE INSURANCE COMPANY

Northwesterly line of land conveyed to The Cleveland Lorain and Wheeling Railway Company, a predecessor of The Baltimore and Ohio Railroad Company by deed dated March 28, 1894 and recorded in Volume 575, Page 161 of Cuyahoga County Deed Records;

Thence North 32° 17' 20" East 689.54 feet along the Northwesterly line of land so conveyed to The Cleveland Lorain and Wheeling Railway Company to a point at the Northeasterly corner of land conveyed to Michael J. Nolan, et al as aforesaid;

Thence South 89° 42' 22" West 640.25 feet along the Northeasterly line of land so conveyed to Michael J. Nolan, et al, to the Northeasterly corner of land conveyed to The Buckeye Pipe Line Company by deed dated November 9, 1945 and recorded in Volume 6011, Page 72 of Cuyahoga County Deed Records;

Thence South 0° 17' 38" East 200.00 feet along the Easterly line of land so conveyed to The Buckeye Pipe Line Company to the Southeasterly corner thereof;

Thence South 89° 42' 22" West 470.61 feet along the Southerly line of land so conveyed to The Buckeye Pipe Line Company and the Westerly prolongation thereof to the principal place of beginning, be the same more or less, but subject to all legal highways.

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In the Deed from The Cleveland Trust Company to The Buckeye Pipe Line Company, dated November 9, 1945 and recorded in Volume 6011, Page 72 of Cuyahoga County Records conveying other land adjacent to caption, permanent easements were granted for the construction, maintenance, operation, renewal and removal from time to time of pipe lines, telegraph, telephone and electric power lines and other facilities required by the Grantee in, on, over or along a strip of land 10 feet in width along the north line of premises in caption and more land.

Note: We have made no examination of the above Easement.

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In the Deed from The Ridge Manufacturing Company, a Corporation, to The City of Parma, a Corporation, dated October 15, 1954 and filed for record October 25, 1954 at 2:24 P. M., as Recorder's File No. 791824 conveying premises in caption, appears the following:
EASEMENT NO. 2

Excepting and reserving to the grantor and its successors and assigns, tenants, licensees, employees, visitors and all persons for the benefit or advantage of the grantor a right of way over, across and upon a portion of a proposed private roadway, such portion described as follows:

Beginning at a point in the center line of West 130th Street where it meets the most Northerly line of land herein transferred; thence Easterly along the most Northerly line of said proposed roadway, 243.32 feet to a point; thence South 30 feet to the Southerly line of said proposed roadway; thence Westerly along the Southerly line of said proposed roadway 263.64 feet to the center line of West 130th Street; thence Northerly along the center line of West 130th Street to the place of beginning, which roadway the grantee agrees to maintain; the grantee its successors, assigns, tenants, licensees, employees, visitors and all persons for the advantage of the grantee, being likewise entitled to use the same. Neither the grantee, the grantor, nor any one claiming under them or either of them, shall in

This is Sheet No. 2
of our Order No. C-82929

LOUISVILLE TITLE INSURANCE COMPANY

any manner obstruct any portion of said above described roadway or use the same for the parking or storage of vehicles or materials or otherwise, or in any manner prevent the free and unobstructed use thereof by all parties entitled to use the same.

EASEMENT NO. 3

Excepting and reserving to the grantor and its successors and assigns, a right of way, over, across and upon a portion of the land herein granted to the grantee, and being a railroad spur 26 feet in width and lying 13 feet measured on radial lines, on either side of the following described center line:

Beginning at a point in the Northwesterly line of land conveyed to The Cleveland Lorain and Wheeling Railway Company as aforesaid, at a point distant North $32^{\circ} 17' 20''$ East 110.17 feet from the Southeasterly corner of land conveyed to Michael J. Nolan, et al, as aforesaid; thence from said place of beginning Southwesterly along an arc of a circle deflecting to the right, 163.68 feet to a point distant North $0^{\circ} 09' 12''$ East 25.67 feet from the Southerly line of land so conveyed to Michael J. Nolan, et al, said arc having a radius of 410.28 feet and a chord which bears South $65^{\circ} 29' 48''$ West 162.60 feet for the purpose of constructing, maintaining and using a railroad spur over said above described property from adjoining property of the grantor to the railroad right of way adjoining property transferred herein to the grantee, for the exclusive use of the grantor for ingress and egress by railroad only.

Note: We have made no examination of the above Easements.

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Taxes for all of the year 1953 in the amount of \$2,127.34 as to part of caption and more land (8.569 Acres) and in the amount of \$143.90 as to part of caption and more land (5.18 acres) are paid.

Listed on the 1953 tax duplicates in the names of Ridge Manufacturing Co. Book 441-3-1 and Robert Nolan, Book 441-2-2 respectively.

Taxes for the year 1954 are a lien.

Said premises are subject to special assessments, if any, payable with the above taxes and thereafter and to any tax additions hereafter entered upon the regular tax duplicate.

This is Sheet No. 3
of our Order No. C-82929

LOUISVILLE TITLE INSURANCE COMPANY

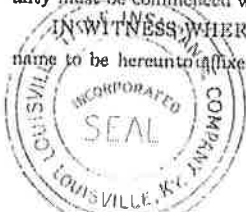
-5-

Said premises are subject to zoning and use restrictions, if any, imposed by zoning ordinances of the City of Parma.

THIS IS A GUARANTY OF THE RECORD TITLE ONLY AND IS ISSUED SUBJECT TO THE FOLLOWING CONDITIONS AND STIPULATIONS:

1. In case knowledge shall come to the party guaranteed of any claim of title, encumbrance, or defect not excepted in this Guaranty, or in case any action or proceeding is begun asserting such claim, the party guaranteed shall notify the Company in writing within 60 days, and secure to it the right to defend such action at its own cost or oppose such claim.
2. The liability of the Company shall not in any event exceed in all the amount stated on the first page hereof and shall be limited to the actual loss of the party guaranteed, and all payments hereunder shall reduce the liability of the Company by the amount of such payments. Any payments made by the Company under this Guaranty shall entitle it to be subrogated to the rights of the party guaranteed as against any other person or property.
3. A statement in writing of any loss or damage for which it is claimed this Company is liable shall be furnished within 60 days after such loss or damage, and any action for the payment of any loss under this Guaranty must be commenced within one year after such loss is sustained.

IN WITNESS WHEREOF, LOUISVILLE TITLE INSURANCE COMPANY has caused its corporate name to be hereunto affixed this 25th day of October 1954 at 2:24 P.M.



LOUISVILLE TITLE INSURANCE COMPANY

By *Dr. B. Hamilton*
President

COUNTERSIGNED

By *M. S. Hewgley*
M. S. HEWGLEY, Agent
W. P. NEWTON, Agent

This is Sheet No. 4
of our Order No. C-82929

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