

HAMILTON COUNTY RECORDER
FENCE AWARD BOOK
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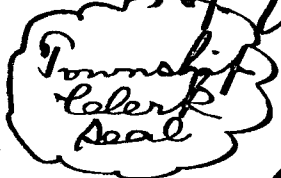
1 Louisa Buckingham, Fence Award
Rachel O. Clark.
Fence Award.

In the matter of the application of Louisa Buckingham to assign a partition fence. Application having been made to this Board by Louisa Buckingham representing that a controversy has arisen between herself and Rachel O. Clark, as to the maintaining and repairing of a partition fence separating lands belonging to Louisa Buckingham and Rachel O. Clark in Sec 26 T. 5 R. 1 of Lynn Twp. asking that this board view the same and assign to each the portion of said fence to be by them maintained and kept in repair and that due and legal notice was given to Louisa Buckingham and Rachel O. Clark - C. C. Clark all interested parties, for more than ten days previous to the hearing of said application and the viewing of said premises and having viewed said fence and premises adjoining thereto, and heard the applications and statements of the parties to the same at time and place specified in said notices, it is hereby ordered that the said parties be and they are hereby ordered and required to put the following portions of said fence in good repair within fifty days hereof.

To Louisa Buckingham is assigned the portion of said fence beginning at a stake in Knicey's corner and running east twenty nine rods to a stake beginning again east of last named stake fifty four and $\frac{7}{11}$ rods, at a post and running east twenty five and $\frac{7}{11}$ rods and ending at Clark's corner in all fifty four and $\frac{7}{11}$ rods.
To Rachel O. Clark is assigned the portion of said fence beginning at a stake twenty nine rods east of Knicey's corner and running east fifty four and $\frac{7}{11}$ rods, and ending at a post in all fifty four and $\frac{7}{11}$ rods.
Said portions are hereby

2 ordered and required to keep the said portions of said fence hereby assigned them in good order and repair until a new assignment shall be made.

Given at Remington Ohio. this 23^d day of February A. D. 1905.



Hamlin Harper
Fred Keiffer
Township Trustees.

Attest. Frank K. Meyers.

Township Clerk.

Rec^d for Record Mar 4th 1905. at 10¹⁰ A M.
5th Series Book 17. Page 48
Fee 75 Cts.

1 "C. P. Ayer Fence Award" W. Latham

In the matter of the application of C. P. Ayer to sign a petition fence, Application having been made to this Board by C. P. Ayer. representing that a controversy had arisen between himself and Webster Latham and the Mc Micken estate as to the maintaining and repairing of a partition fence between the lands of the said C. P. Ayer and Webster Latham and Mc Micken estate, asking that this Board view the same and assign to each a portion of said fence and to be by them maintained and kept in repairs and that due and legal notice was given to C. P. Ayer, Webster Latham and the Mc Micken estate all interested parties for more than ten days previous to the hearing of said application and the viewing of said premises. and having viewed said fence and premises. adjoining thereto and heard the application and the statements of the parties to the same at the time and place specified in said notices.

It is hereby ordered

That the said parties be and they are here ordered and required to put the following lions of said fence in good repair within 26 days hereof. To Webster Latham is assigned the portion of said fence. Beginning at the west corner of the property of the said Mc Latham and C. P. Ayer running east sixty and one half ($63\frac{1}{2}$) rods and ending at a point. To C. P. Ayer is assigned that portion of said fence beginning at the point of the ending of Webster Latham's portion running sixty three and one half ($63\frac{1}{2}$) rods and ending at the intersection of the property of C. Ayer. Webster Latham and the Eight road.

To the Mc Micken Estate is assigned the portion of said fence beginning at the west corner of the property of C. P. Ayer and the Mc Micken estate running south six seven and one half ($67\frac{1}{2}$) rods and ending at said point. To C. P. Ayer is assigned that portion of said fence beginning at the point of the ending of the Mc Micken estate portion running south then West sixty seven and one half ($67\frac{1}{2}$) rods to the corner of the property of the said C. P. Ayer and Mc Micken estate. said parties are hereby ordered and required to keep the said portions of said fence hereby assigned them in good order and repair until a new assignment shall be made.

T. C. Campbell
Mt Washington, La. C. Maddox
Sept 30 1905 H. H. Cullen. Sec
of Anderson Twp.
Hamilton Co.
E. B. Doughty, Clerk of Anderson
Rec'd for Record Oct 13th 1905 at 8⁵⁷
Fee 75 Cts. Sundries Book

1 Campbell & Rondebush. Tonedward.
In the matter of
the application of Calvin Campbell to assign
a partition fence.

Application having been made
to this Board by Calvin Campbell representing
that a controversy had arisen between himself
and Hamman H. Rondebush as to the build-
ing and maintaining of a partition fence in Sec-
tion Eight (8) Harrison Township, Hamilton
County Ohio. asking that this Board view
the same and assign to each the portion of said
fence to be by him built and maintained and
kept in repair, and that due and legal notice
was given to Calvin Campbell and Hamman
H. Rondebush, all interested parties for more
than ten Days previous to the hearing of said
application and the viewing of said premises,
and having viewed said fence and prem-
ises adjoining thereto and heard the appli-
cation and the statements of the parties to the
same at the time and places specified in said
notices, it is hereby ordered that the said
parties be and they are hereby ordered
and required to build the portions of said
fence within thirty (30) days hereof.

To Calvin Campbell
is assigned the North part of said fence being
twenty five (25) rods ~~th~~ and to Hamman
H. Rondebush the ~~South~~ half of said fence
being twenty five rods in length.

And the costs herein
amounting to Six Dollars and eighty five
Cents is taxed equally to said parties.

Said parties are hereby
ordered and required to build and keep the
said portions of said fence hereby assigned
to them in good order and repair until a
new assignment shall be made.

May 20th 1909. George J. Jerning

5

Attest } George Jacobs
D. M. Yeager } Trustees of Harrison
Clerk of Harrison } Township Hamilton
Township } County Ohio

Harrison Ohio May 20th 1909
I hereby certify the foregoing writing to
a true and correct report of the assignme
of the partition fence in Section eight (8)
Harrison Township Hamilton County Oh
between Calvin Campbell and Hamman
Rondebusch as made by the Trustees of
Harrison Township Hamilton Co Ohio
D. M. Yeager Township
Clerk of Harrison Township
Hamilton Co Ohio
Rec'd for Record May 24th 1909 at 12³⁸ P
5th Series Book 18 Page 36.
Fee 75 Cts.

Fee \$.75-#1- July 30th, 1929.

FENCE AWARD

Trustees of Columbia Twp. TO H - S - S. Vernon Horton

In the Matter of: Application of Vernon Horton to Assign a
Partition Fence.

Application having been made to this Board by Vernon Horton,
presenting that a controversy has arisen between himself and Mr.
Schnacke as to the maintaining of a partition fence, asking that
this Board view the same and assign to each the portion of said
fence to be by him and her maintained and kept in repair; and
and legal notice was given to Mr. Vernon Horton and Mrs. Schnacke
All interested parties, for more than ten (10) days previous to
hearing of said application and the viewing of said premises,
having viewed said fence and premises adjoining thereto and hea
ing the testimony and the statements of the parties to the same a
decision was made and the same is hereby recorded.

the time and place specified in said notices,

IT IS HEREBY ORDERED that the said parties, and they are hereby ordered and required to put the following portions of said fence in good repair within ten (10) days hereof.

To Mr. Horton is assigned the west portion of said fence beginning at Section line and ending at half way to Kennedy Ave., (a distance of approximately two hundred ten (210) feet), and to Mrs. Schnacke the east portion of said fence beginning at Kennedy Avenue and ending at Mr. Horton's mark, (approximately two hundred ten (210) feet.

Said parties are hereby ordered to keep the said portions of said fence hereby assigned to them in good order and repaired until a new assignment shall be made.

Upon receipt of this letter, it is ordered that this partition fence be put up by both parties within ten (10) days, or the Trustees will order same to be erected.

Attest;

C.J. Wahl
Clerk

Trustees of
Columbia Township.

Rec'd for Record July 30th, 1929 at 9:25 A.M. Sund #5.
Copied by Ruth Seger #5.

Fee \$0.75 # 2 - Dec. 5, 1933.

#FENCE ASSIGNMENT #
TRUSTEES OF SYMMES TWP TO NETTIE KELLERMAN

SYMMES TOWNSHIP TRUSTEES

LOVELAND, OHIO

Nov. 29, 1933

County Recorder
Hamilton County,
Cincinnati, Ohio.

In the Matter of the Application of Nettie
Kellerman to Assign a Partition Fence:

Application having been made to this Board by Nettie
Kellerman representing that she and her husband had entered
between themselves and J. P. Lavin as to the maintaining

and repairing of a partition fence, located between the premises of Nettie Kellerman, and L. P. Lewin in Section 33, Town 5, Range 1, Symmes Township, Hamilton County, Ohio, asking that this board view the same and assign to each the portion of said fence to be by him maintained and kept in repair, and that due and legal notice was given to all interested persons for more than ten days previous to the hearing of said application and the viewing of said premises - and having viewed said fence and premises adjoining thereto, and heard the application and statements to the same at the time and place specified in said notices, it is hereby ordered that the parties be and they are hereby ordered and required to put the following portions of said fence in good repair within sixty days hereof.

To L. P. Lewin is assigned the portion of said fence beginning at a stake No. 1 located at north end of line fence between the premises of Nettie Kellerman and L. P. Lewin, thence in a southeasterly direction 332.96 feet and ending at a stake No. 2 located on said line, and to Nettie Kellerman, the portion beginning at said stake No. 2 thence in a southeasterly direction 113.85 feet to a stake No. 3 thence in a northeasterly direction 219.12 feet ending at a stake No. 4 at a point where B&OSW property line joins said fence, and the costs herein amounting to \$9.05 to date is taxed equally to said parties.

Said parties are hereby ordered and required to keep the portions of said fence hereby assigned them in good order and repair until a new assignment shall be made.

R. D. Pinkvoss

Geo. C. Walters

Edw. Hagen

ATTEST:

Trustees of Symmes Township

John Logeman
Hamilton County, Ohio.

Clerk-Symmes Township

Received for Record - Dec. 5, 1933, at 10:35 A.M. G.I.Bk.

Sund 5 -7th Ser

COPIED BY MAE A. CORCORAN

Fee \$1.10 #1 July 7, 1934
FENCE AWARD #1
WILLIAM CORDES vs AUGUST KLOKER
June 16, 1934
In the Matter of the Application of moving last session
William Cordes to Assign a Partition Fence; and
Application having been made to this Board of
Trustees of Columbia Township, at a meeting held on
June 2, 1934, by William Cordes, Ridge Avenue, Columbia
Township, representing that a controversy had arisen be-
tween himself and August Kloker, as to the erecting and
maintaining of a partition fence between their respec-
tive lands on the easterly side of Ridge Avenue, in
said Township, asking that this Board view the same and
assign to each the portion of said fence to be by him
erected and maintained; and due and legal notice, in
writing, having been given to William Cordes and August
Kloker, being all the interested parties, more than ten
days previous to the hearing of said application, and
the viewing of said premises and said hearing of the
application and said viewing of the premises having been
done by this Board, and the statements of the parties
having been heard, at the time and place specified in
said notices, to-wit: at 3:00 P.M. Thursday, June 14,
1934, on the lands of said William Cordes and August
Kloker lying to the eastward of Ridge Avenue in Col-
umbia Township:

It is hereby ordered, by the Board of Trustees
of Columbia Township, that the said parties, William
Cordes and August Kloker, erect and maintain the fol-
lowing, respective portions of said partition fence
within ten days hereof.

To William Cordes is assigned the portion of
said partition fence beginning at a point in the line
common to both parties, being the southeasterly line
of August Kloker's land and the northwesterly line of
William Cordes' land, and said point being 185 feet
northeastwardly from the center line of Ridge Avenue
as measured along said southeasterly line of
Kloker; extending thence a distance of 349.17 feet

AGREEMENT

This Agreement entered into this 19 day of June, 1940 between Ada Wiechers, widow and sole devisee under the will of Fred Wiechers, deceased, party of the first part, and George Muegel and Mildred Gibson Muegel, husband and wife, and Charles F. Schumacher and Elsa Schumacher, his wife, parties of the second part, Witnesseth:

FENCE BOOK

That Whereas it is the desire of the above parties to permanently establish the dividing line between their properties, and

Whereas, Ada Wiechers is the owner of a parcel of land located on the easterly side of Miami Road, Columbia Township, Hamilton County, Ohio, in Section 5, Township 4, Fractional Range 2 of the Miami Purchase, said premises lying next north of the premises owned by George Muegel and Mildred Gibson Muegel, husband and wife, and Charles F. Schumacher; and

Whereas, George Muegel and Mildred Gibson Muegel, husband and wife, and Charles F. Schumacher, are the owners of premises located on the easterly side of Miami Road, Columbia Township, Hamilton County, Ohio, in Section 5, Township 4, Fractional Range 2 of the Miami Purchase, said premises lying next south of the premises owned by Ada Wiechers; and

Whereas, the said premises owned by the party of the first part is separated by a fence from the premises owned by the parties of the second part, and the said fence has been in its present location for a period of more than twenty-one years; and

Whereas, from various descriptions in the chain of title of the property of the party of the first part, and from various descriptions in the chain of title of the parties of the second part, it is impossible to locate the dividing line of their properties; and

Whereas, it is the desire of both the party of the first part and the parties of the second part that the fence line as now erected shall henceforth also be the agreed dividing line between their respective properties;

Now, Therefore, in consideration of One Dollar (\$1.00) paid by the party of the first part to the parties of the second part, and One Dollar (\$1.00) paid by the parties of the second part to the party of the first part, it is mutually agreed by and between said parties, each binding themselves and their respective heirs and assigns forever, that the dividing line between their respective properties shall be as follows:

"Situate in Columbia Township, County of Hamilton and State of Ohio, in Section 5, Township 4, Fractional Range 2, Miami Purchase, and beginning at a point in the center line of Miami Road, which point is north 1 degree 00 minutes east 3080.58 feet from the southwest corner of said Section 5, measured along the said center line of Miami Road; thence north 87 degrees 15 minutes east to the southwest corner of property now owned by Lewis P. Lewin, said line being also the line on which the fence between said properties is now located, said fence being the governing factor as to the boundary line."

In Witness Whereof, the said Ada Wiechers, George Muegel, Mildred Gibson Muegel, Charles F. Schumacher, and Elsa Schumacher,

Replaced Pages 10-11.

Original Pages 9-10-11-12-Removed.

ordinary live stock.

J.C. Lynch

C.J. Bayersdozler

C.J. Wahl

Thomas J. Hurst

Township Clerk

Trustees of Columbia Township
Hamilton County, Ohio.

I, C. J. Wahl, Clerk of Columbia Township, hereby

certify that the above is a true and correct copy of

the Partition Fence Assignment made by the Trustees of
Columbia Township, Hamilton County, Ohio, on June 16,
1934.

C. J. Wahl

Clerk of Columbia Township

Received for Record - July 7, 1934, at 8:47 A.M.

G.I. Bk. 12 P. 368

COPIED BY MAE A. CORCORAN

11
have hereunto set their hands this 19th day of June in the year of
our Lord One Thousand Nine Hundred and Forty.

Signed and Acknowledged in
the presence of

Ada Niechers
(Ada Niechers)

Louisa F. Niechers

George Muegel
(George Muegel)

Clarence H. Hallman

Mildred Gibson Muegel
(Mildred Gibson Muegel)

Charles F. Schumacher
(Charles F. Schumacher)

Elsa Schumacher
(Elsa Schumacher)

STATE OF OHIO)

) SS:

COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said
State and County, personally appeared the above named, Ada Niechers,
George Muegel, Mildred Gibson Muegel, Charles F. Schumacher, and Elsa
Schumacher, parties in the above agreement, and severally acknowledged
the signing thereof, and that such signing was freely and voluntarily
performed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto signed my name, and
affixed my official seal, this 19th day of June, A. D. 1940.

Clarence H. Hallman
Notary Public, Hamilton County, Ohio

CLARENCE H. HALLMAN, Notary Public
My Commission Expires February 10, 1941



REC. FOR RECORD

LEO. H. BECKMAN, RECORDER, HAMILTON COUNTY, O.

Ord. 4 9:19 am
June 25-1940

Harrison Township

Paul E. Lutz

~~XXXXXXXXXXXX~~
Clerk

E. SMALL, President
CHN NEWHOUSE, JR.
GEORGE MINGES

HARRISON, OHIO March 3, 1951 194

To: Rosa and August Miller
#2
Harrison, Ohio.

This is to advise you that the Harrison Township Trustees have viewed the partition fence between your property and the property of Phillis and Chester Fox and have found that the portion of the fence erected by Mr. Fox meets all legal requirements. The fence in question is the fence on the south side of the Fox property where same abuts your property.

As a result of said viewing the trustees have assigned to the west one half of the partition fence for erection.

You are hereby notified that if said fence is not erected pursuant to law, the trustees upon application of Mr. Fox are authorized by law to cause said fence to be built and to assess the costs against you.

The next regular meeting of said trustees will be at the office of said trustees at the north east corner of Harrison Ave. and Sycamore St. in the village of Harrison Hamilton County Ohio on Saturday March 10, 1951 at 7:30 P.M.

The location of said partition fence is that partition fence between the property of Rosa and August Miller and the property of Chester and Phillis Fox in section 7, town 2, range 1 east, in Harrison Township Hamilton County, Ohio.

Dated March 3, 1951.

E. B. Small
John Newhouse
George Minges
Trustees Harrison Township

I certify this to be a true and correct copy of the assignment of partition fence to be constructed between the Miller and Fox property.

Paul E. Lutz
Clerk Harrison Township.

msc
REG. FOR RECORD MAR 27 1951
No. 6 AT 11:30 am
GILBERT J. SHAVER, RECORDER, HAMILTON COUNTY, OHIO

FEB-7-62 306691

—Msc—

3.00

AGREEMENT AS TO FENCE

Whereas, it appearing that Joseph C. Ketterer and Vivian R. Ketterer, husband and wife, residing at 3613 Glengary Lane, Dillonvale, Hamilton County, Ohio, are the owners of the following described real property located in Hamilton County, Ohio:

Situate in Sycamore Township, Hamilton County, Ohio, and being all of Lot No. Thirty-Nine (39) of Block "O", of Dillonvale Subdivision, a plat of which subdivision is recorded in Plat Book 82, page 93 of the Hamilton County, Ohio Records.

✓ Together with an easement for all street purposes over Glengary Avenue as dedicated by said plat, until said street is accepted as a public street by the appropriate public authorities.

Being the same premises conveyed to said Joseph C. Ketterer and Vivian R. Ketterer, husband and wife, by deed dated January 12th 1959, and recorded in Deed Book 3005, page 240, of the Hamilton County, Ohio Records.

Whereas, Carl Bader and June Bader, husband and wife, residing at 3607 Glengary, Dillonvale, Cincinnati, Hamilton County, Ohio, are the owners of the following real property located in Hamilton County, Ohio:

X Situate in Sycamore Township, Hamilton County, Ohio, and being all of Lot No. Thirty-Eight (38) of Block "O", of Dillonvale Subdivision, a plat of which subdivision is recorded in Plat Book 82, pages 93 and 94, of the Hamilton County, Ohio Records.

Together with an easement for all street purposes over Glengary Avenue as dedicated by said plat, until said street is accepted as a public street by the appropriate public authorities.

Being the same premises conveyed to Carl Bader and June Bader, husband and wife, by deed dated December 4, 1958 and recorded in Deed Book 2999, page 439, of the Hamilton County, Ohio Records.

Whereas, said Joseph C. Ketterer and Vivian R. Ketterer have constructed a fence bordering the west side of property at 3613 Glengary Lane and east side of property at 3607 Glengary Lane, said Joseph C. Ketterer and Vivian R. Ketterer do hereby grant, sell and convey to said Carl Bader and June D. Bader, their heirs and assigns forever, one half interest in the title and ownership of said fence, in consideration of the payment to them by Carl Bader and June D. Bader of the sum of \$116.84.

Said Joseph C. Ketterer and Vivian R. Ketterer, for themselves and their heirs and assigns, do hereby agree and covenant with Carl

15

Bader and June D. Bader, their heirs and assigns forever, that the
forementioned fence is to remain intact and not to be removed,
unless written consent is granted by the owner of the adjoining
real property. It is further mutually agreed that flowers and
bushes may grow freely upon said fence without hindrance or ob-
jection by either of the adjoining property owners.

In Witness Whereof, the said Joseph C. Ketterer and Vivian
R. Ketterer, husband and wife, have hereunto set their hands this
15 day of November, 1961.

Witnesses:

James E. Regan
James E. Regan

Joseph C. Ketterer
Vivian R. Ketterer

STATE OF OHIO)
COUNTY OF HAMILTON) SS.

BE IT REMEMBERED, that on the 15 day of November,
in the year of our Lord, one thousand nine hundred and sixty-one (1961)
before me, the subscriber, a Notary Public in and for said county,
personally came Joseph C. Ketterer and Vivian R. Ketterer and acknow-
ledged the signing thereof to be their voluntary act, for the uses
and purposes therein mentioned.

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

James E. Regan
Notary Public
STATE OF OHIO

We, the undersigned, Carl Bader and June D. Bader, owners of
real property located at 3607 Glengary Lane, Dillonvale, Hamilton
County, Ohio and described herein, do hereby covenant and agree
for ourselves, our heirs and assigns forever, with said Joseph C.
Ketterer and Vivian R. Ketterer as to the terms and restrictions
of the aforementioned agreement, and we further agree that this
fence is to remain intact and not be removed either by ourselves,
or our heirs and assigns, without written permission of each of
the adjoining property owners.

It is further agreed that flowers, bushes and other shrubbery
may grow on the fence without objection or removal by any of the
parties to this agreement, their heirs and assigns forever.

In Witness Whereof, the said Carl Bader and June D. Bader, husband and wife, have hereunto set their hands this 15 day of NOVEMBER, 1961.

Witnesses:

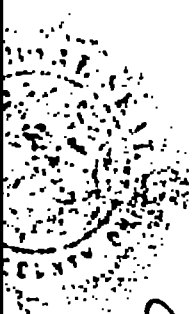
James E. Kilgarriff Carl Bader
Mary E. Kilgarriff June D. Bader

STATE OF OHIO }
COUNTY OF HAMILTON } ss.

BE IT REMEMBERED that on the 15 day of NOVEMBER, in the year of our Lord, one thousand nine hundred and sixty-one (1961) before me, the subscriber, a Notary Public in and for said county, personally came Carl Bader and June D. Bader, and acknowledged the signing thereof to be their voluntary act, for the uses and purposes therein mentioned.

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

James E. Kilgarriff
Notary Public
STATE of OHIO



James E. Kilgarriff

REG. FOR RECORD No. 11 AT 12-13
FEB 7 1962
CLERK OF COURT

8-3
Sundries

City and St. No.

APR 30 65 19681

Whitewater Township Trustees

LOUIS D. LANE, Clerk-Treasurer
HAMILTON COUNTY
BOX 172 CLEVELAND, OHIO

Msc 2.00
Fence Book 17

ORDER OF ASSIGNMENT OF EQUAL SHARE OF
PARTITION FENCE OF EACH PARTY

WHITWATER Township, HAMILTON County, Ohio.

MARCH 31st 1965

This day the complaint of said CHARLES A. KOPP JR came on to be heard, and it appearing that the notice heretofore ordered to be given has been duly served on CHARLES A. KOPP JR & JOHN ASCHRAFF... all the adjoining land owners and a copy of said notice was duly mailed by registered letter to MR. JOHN ASCHRAFF... the owner at HIS last known postoffice address, according to law, and having viewed said premises where said fence is to be built and having heard the complaint and the statements of the parties with respect to the same; at the time and place specified in said notice, it is ordered that there be and there hereby is assigned to each party HIS equal share thereof to be by HIM BUILT... so as to be in all respects a good substantial fence, as follows:

To CHARLES A. KOPP JR is assigned that portion of the fence beginning at THE SOUTH BOUNDARY AND PROCEEDING NORTH 1332.21 FT TO THE CENTER OF THE LINE... and running thence to ... to be constructed within 38 days from the date hereof.

1804
Whitewater Township Trustees

LOUIS D. LANE, Clerk-Treasurer
HAMILTON COUNTY
BOX 172 CLEVELAND, OHIO

To JOHN ASCHOFF..... is assigned that portion of
fence beginning at THE NORTH BOUNDARY AND PROCEEDING
SOUTH 1.332.21 FT. TO THE CENTER OF THE LINE
and running thence to.....
.....
to be constructed within 38 days from the date hereof.

It is further ordered that the cost due the clerk and trustees
for making such assignments herein, amounting to \$ 18.60,
be and the same is hereby taxed equally against each of said land
owners, to be paid within thirty days from this date.

Board of Township Trustees of
Whitewater Township

Freeman Bauman

Arthur J. Bauman

Louis D. Lane
Clerk

Harry Agnew

REC. FOR RECORD APR 30 85 NO 3 AT 1143
GILBERT J. SHAVER, RECORDER, HAMILTON COUNTY, OHIO

CERTIFICATE

Cleves, Ohio March 31, 1965

To the county recorder of Hamilton County, Ohio.

I hereby certify, that the foregoing is a true copy of the matter
of assignment of partition fences specified therein.

Attest Louis D. Lane
Township Clerk of Whitewater Township.

Summers 8, 2
Gen. Ind. 8th Sec. Bl.

AUDITOR

MAY-29-65 25111

Msc

2.00

How Plz. Co. Colo. O.

Free Bk #18 Form 15078

ORDER OF ASSIGNMENT OF EQUAL SHARE OF PARTITION FENCE TO EACH PARTY

Rev. Code, Secs. 971.04, 971.06, 971.12, 971.13.

Whitewater

Township, Hamilton

County, Ohio.

In the Matter of

THE PARTITION FENCE

between the Lands of

James Bunnell

and

The Hamilton County Park Board

May 2, 1965

ORDER OF ASSIGNMENT

James Bunnell

This day the complaint of said James Bunnell came on to be heard, and it appearing that the notice heretofore ordered to be given has been duly served on James Bunnell and The Hamilton County Park Board

all the adjoining land owners

and having viewed said premises where said fence is to be built and having heard the complaint and the statements of the parties with respect to the same, at the time and place specified in said notice, it is ordered that there be and hereby is assigned to each party his equal share thereof to be by him

constructed so as to be in all respects a good and substantial fence, as follows:

To James Bunnell

is assigned that portion of

the fence beginning at his northwest corner

and running thence to south 1378'.05" to the center of the line fence

to be constructed within 38 days from the date hereof.

To The Hamilton County Park Board

is assigned that portion of

the fence beginning at terminus of Bunnell's half

and running thence to south 508'.83" then east 869'.22" to their terminus

to be constructed within 38 days from the date hereof.

It is further ordered that the cost due the Clerk and Trustees for making such assignment herein, amounting to \$12.60, be and the same is hereby taxed equally against each of said land owners, to be paid within thirty days from this date.

A. A. Collins

Freeman Barnes

Harry Ogden

Trustees of said Township.

1. If the owner is a non-resident of the Township, here add if so, "and a copy of said notice was duly mailed by registered letter to the owner at last known post-office add."
2. "said premises where."
3. "is to be built."
4. "constructed," "kept in repair."

The State of Ohio, HAMILTON County, ss.

I, the undersigned Clerk of WHITEWATER Township in said County, and in whose custody the Files and Records of the Trustees of said Township are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing entry is taken and copied from the Record of the proceedings of said Trustees; that the same has been compared by me with the original entry on said Record and that it is a true and correct copy thereof.

IN TESTIMONY WHEREOF, I hereunto subscribe my name
officially, this 2 day of MAY, 1965
Louis D. Lane
Township Clerk.

CERTIFICATE

PR#1 CLEVES Ohio 5-2 1965

To the county recorder of HAMILTON County, Ohio

I hereby certify, that the foregoing is a true copy of the matter of assignment of partition fences specified therein.

Attest Louis D. Lane

Township Clerk of WHITEWATER Township

MAY 29 '65
REG. FOR RECORD NO 3 AT 11:20 AM
GILBERT J. SHAVER, RECORDER, HAMILTON COUNTY, OHIO

3
Fence Book
Whitewater Township,
HAMILTON County, Ohio.

In the Matter of
THE PARTITION FENCE
between the Lands of
✓ JAMES BUNNELL

and
✓ THE HAM. CO. PARK
BOARD

ORDER FOR ASSIGNMENT OF EQUAL
SHARE OF PARTITION FENCE TO
EACH PARTY

Dated 5-2, 1965
Journal No. _____ Page _____

Send
8/2
RECORDED IN
BOOK _____ PAGE _____ NO. _____
MAY 29 11 20 AM 1965
GILBERT J. SHAVER,
RECORDER
HAMILTON COUNTY, OHIO

JUN-15-65

27966

—Msc—

2.

2
PLACES
SUNDRIES IND. BK.

This Agreement, made and concluded at Cleves, Ohio, this 9th day of June, 1965 by and between Gulf Oil Corporation, a corporation duly authorized to do business in the State of Ohio, whose mailing address is Post Office Box 7, Cleves, Ohio 45002 and Edith Pope, whose mailing address is R. R. #1, Cleves, Ohio 45002, witnesseth:

Whereas the parties hereto are the owners, respectively, of adjoining parcels of land situated in Whitewater Township, Hamilton County, Ohio, the common property line of said lands being more particularly described as follows:

Beginning at the juncture of the lands owned by Gulf Oil Corporation, Earl Pope and Edith Pope, the same being the northeast corner of the land of Edith Pope and thence proceeding S. 30° 9' E. a distance of 745.80 feet to a point, said point being the juncture of the lands of Gulf Oil Corporation, Edith Pope and Albert Weisbrodt, and also being the southeast corner of the land of Edith Pope, and

Whereas it is necessary that a partition fence between said lands be built and/or rebuilt;

Now, therefore, in consideration of the mutual benefits herein derived and pursuant to Section 971.02 of the Ohio Revised Code, it is mutually agreed by and between the parties hereto that the fence now between said lands, if any, shall be entirely removed and a new fence built thereon of 9-11 gauge wire, 47" high, 6" stay, posts to be set approximately 10' apart in distance with a break or brace post placed at intervals of not more than every 250 feet, which fence shall belong to the parties in equal shares as provided herein.

The said Gulf Oil Corporation hereby agrees to perform all labor in removing the old fence, if any; to perform all labor and furnish all materials in building said new fence in a good and workmanlike manner; to complete the same on or before December 31, 1965; and to thereafter keep up and maintain said fence over the following described one-half of the above described common property line:

Beginning at the juncture of lands of Gulf Oil Corporation, Earl Pope and Edith Pope, the same being the northeast corner of the land of Jennings Pope and thence extending along the above described common property line a distance of 372.90 feet to a point.

The said Edith Pope hereby agrees to perform all labor for removing the old fence, if any; to perform all labor and furnish all materials in building said new fence in a good and workmanlike manner; to complete the same on or before December 31, 1965; and to thereafter keep up and maintain said fence over the following described one-half of the above described common property line:

Beginning at the termination point of the aforementioned fence to be constructed by Gulf Oil Corporation and extending along said common property line a distance of 372.90 feet to the southeast corner of property owned by Edith Pope, also being the juncture with land of Gulf Oil Corporation and Albert Weisbrodt.

Witness the hands of the parties hereto the day and year first

(over)

above written.

Signed and Acknowledged in the presence of:

K. C. Jackson

K. C. Jackson

GULF OIL CORPORATION

By J. A. Burns
J. A. Burns, General Manager
Cincinnati Refinery

Edith Pope
Edith Pope

STATE OF OHIO)
) ss.
COUNTY OF Hamilton)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that J. A. Burns personally known to me to be the same person whose name is subscribed to the foregoing instrument as General Manager - Cincinnati Refinery, of Gulf Oil Corporation, appeared before me this day in person and acknowledged that he signed and executed said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation.

WITNESS my hand and notarial seal this 9th day of June, 1965.

My Commission Expires:

My Commission Expires Dec. 6, 1967

James R. Hardesty
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF Hamilton)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Edith Pope personally known by me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and executed said instrument and his own free and voluntary act and deed.

WITNESS my hand and notarial seal this 9th day of June, 1965.

My Commission Expires:

My Commission Expires Dec. 6, 1967

James R. Hardesty
Notary Public



This instrument prepared by
Gulf Oil Corporation

REG. FOR RECORD JUN 15 1965 NO 9 AT 127
GILBERT J. SHAVER, RECORDER: HAMILTON COUNTY: OHIO

PARTITION FENCE AGREEMENT

JUN-15-65 27967 —Msc—

This Agreement, made and concluded at Cleves, Ohio, this 9th day of June, 1965 by and between Gulf Oil Corporation, a corporation duly authorized to do business in the State of Ohio, and whose mailing address is Post Office Box 7, Cleves, Ohio 45002 and Earl Pope, whose mailing address is R. R. #1, Cleves, Ohio 45002, witnesseth:

Whereas the parties herein are the owners, respectively, of adjoining parcels of land situated in Whitewater Township, Hamilton County, Ohio, the common property line of said lands being more particularly described as follows:

Beginning at the intersection of the centerline of Cilley Road and the section line between sections 9 and 10, thence proceeding S. 0° 20' W. along said section line a distance of 1,050.53 feet to a point, thence N. 89° 13' W. 1,248.28 feet to a point, said point being a corner of land owned by Earl Pope, also being the juncture with land owned by Edith Pope and Gulf Oil Corporation, and

Whereas it is necessary that a partition fence between said lands be built and/or rebuilt;

Now, therefore, in consideration of the mutual benefits herein derived and pursuant to Section 971.02 of the Ohio Revised Code, it is mutually agreed by and between the parties hereto that the fence now between said lands, if any, shall be entirely removed and a new fence built thereon of 9-11 gauge wire, 47" high, 6" stay, posts to be set approximately 10' apart in distance with a break or brace post placed at intervals of not more than every 250 feet; fence shall belong to the parties in equal shares as provided herein.

The said Gulf Oil Corporation hereby agrees to perform all labor in removing the old fence, if any; to perform all labor and furnish all materials in building said new fence in a good and workmanlike manner; to complete the same on or before December 31, 1965; and to thereafter keep up and maintain said fence over the following described one-half of the above described common property line:

Beginning at a point 20 feet south of the centerline of Cilley Road and extending along the above described common property line a distance of 1,139.40 feet to a point.

The said Earl Pope hereby agrees to perform all labor for removing the old fence, if any; to perform all labor and furnish all materials in building said new fence in a good and workmanlike manner; to complete the same on or before December 31, 1965; and to thereafter keep up and maintain said fence over the following described one-half of the above described common property line:

Beginning at the termination point of the aforementioned fence to be constructed by Gulf Oil Corporation, and extending along said common property line a distance of 1,139.41 feet to corner of land owned by Earl Pope, also being the juncture with land owned by Edith Pope and Gulf Oil Corporation.

Witness the hands of the parties hereto the day and year first

above written.

Signed and Acknowledged in the presence of:

K. C. Jackson

K. C. Jackson

GULF OIL CORPORATION

By J. A. Burns
J. A. Burns, General Manager,
Cincinnati Refinery

Earl Pope
Earl Pope

STATE OF OHIO)
COUNTY OF Hamilton) ss.

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that J. A. Burns personally known to me to be the same person whose name is subscribed the foregoing instrument as General Manager - Cincinnati Refinery, of Gulf Oil Corporation, appeared before me this day in person and acknowledged that he signed and executed said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation.

WITNESS my hand and notarial seal this 9th day of June, 1965.

My Commission Expires:

My Commission Expires Dec. 6, 1967

James R. Hardesty
Notary Public

STATE OF OHIO)
COUNTY OF Hamilton) ss.

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Earl Pope personally known by me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and executed said instrument as his own free and voluntary act and deed.

WITNESS my hand and notarial seal this 9th day of June, 1965.

My Commission Expires:

My Commission Expires Dec. 6, 1967

James R. Hardesty
Notary Public

JUN 15 85
REG. FOR RECORD NO. 10 AT 118
ALBERT J. SHAVER, RECORDER, HAMILTON COUNTY, OHIO