

Vacant Land Auction

SCIOTO RIVER FRONTAGE
109 +/- acres (6 tracts)

AUCTION DATE: Thursday April 14, 2016

TIME: 6:00 PM

SALE LOCATION: Bellpoint United Methodist
4771 State Route 257 South
Delaware, OH 43015

INSPECTION DATES: March 20th, 1:00 - 3:00 pm
April 3rd, 1:00 - 3:00 pm

- Woods
- Scioto River Frontage
- Recreational Enthusiast
- Executive Homesites
- Changing Topography
- Pond
- Creek
- Buckeye Valley Schools
- Outdoorsmen
- Convenient Commute



Tract 1 (8 +/- acres)
Recreational Property
Scioto River frontage



Tracts 2 & 3
(2 +/- acres)
open lots



Tract 4 (49 +/- acres)
trees, open space,
water frontage



Tract 5 (25 +/- acres)
trees, open space,
pond, water frontage



Tract 6 (26 +/- acres)
trees, open space,
water frontage

Klondike Road, Delaware, OH

2.1 miles south of US 36 & 1.3 miles north of US 42. Klondike Road is the road closest to the eastern edge of the Scioto River. Signs posted.



Auction Services



Real Estate & Auction Services
Chip Carpenter Broker/Auctioneer
(740) 965-1208

The Robert Weiler Company
Skip Weiler Broker
(614) 221-4286

www.ucrealestateandauction.com
www.rweiler.com

Terms & Conditions

United Country Real Estate and Auction Services, LLC
And
The Robert Weiler Company
740-965-1208 OR 614-206-1135
Sellers: Klondike Retreats an Ohio General Partnership

TERMS AND CONDITIONS

Pursuant to the pre-auction sale bills and applicable law, THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS. By registering for this auction and placing a bid, bidder acknowledges that these terms and conditions have been disclosed to bidder, and bidder agrees to be bound by these terms and conditions. Property sales are subject to owner's confirmation on the day of sale.

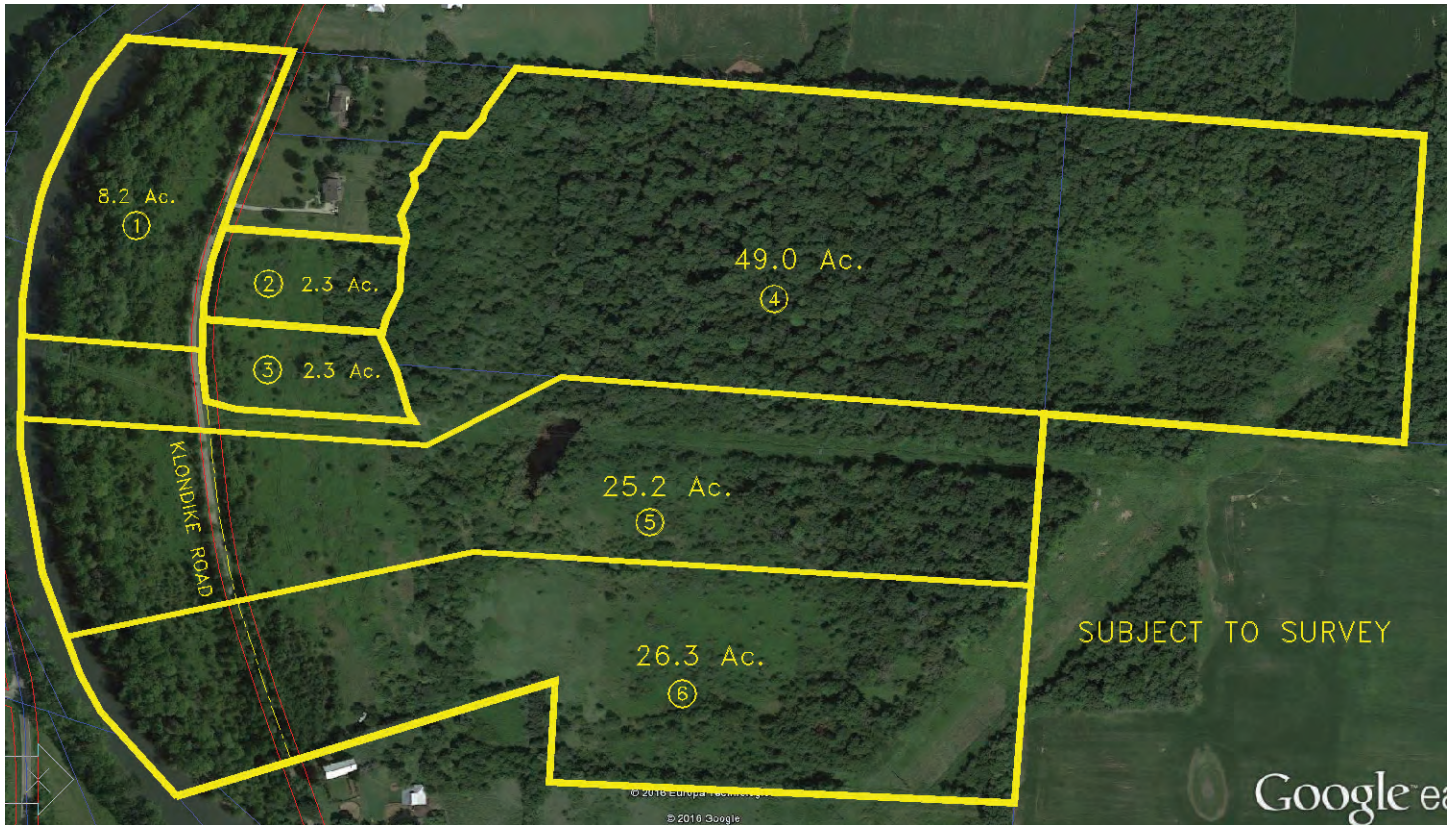
1. Buyer to pay a Ten percent (10%) NONREFUNDABLE earnest money deposit per tract purchased or for the whole upon execution of the purchase agreement, to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. Balance of purchase price is due in cash at closing which shall occur on or before May 27, 2016. Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation. Seller will not pay CAUV recoupment on any tract over 10 acres. Survey: A new survey will be provided by seller if necessary for transfer, otherwise a new survey will not be provided. The survey will be at the Sellers expense and any issues regarding the survey will be at the Seller's discretion, combination purchases will receive a perimeter survey only. Seller will pay for conveyance fee, owner's policy of title insurance from a title agency of Seller's choosing, Seller's portion of title agency closing fee not to exceed \$150.00, and deed preparation from Cardinal Title only. Seller will pay no other closing costs. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. As owner's title insurance is being provided, seller reserves the right to determine which form of deed (warranty, quit-claim, fiduciary etc) shall be used.
2. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to fitness of the real property or improvements for a particular use or any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.
3. All prospective Buyers who desire to participate in the auction must register the day of sale prior to bidding, and must then provide such personal information as requested by the auctioneer. Realtor cooperation is welcome; however, you must register your clients 48 hours prior to sale with an agency disclosure. No exceptions.
4. Seller has specifically reserved the right to have the auctioneer determine the minimum bid advancement that will be accepted from all bidders, including the amount necessary to "break" winning bids during the multi parcel portion of the auction. This is an multi parcel auction with open bidding on any tract, combination of tracts up until the seller or auctioneer determines it to be closed. The auctioneers will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the seller and/or the attorney for the seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction may be subject to online, phone or proxy bidding.
5. Each successful bidder will be required to immediately execute the posted purchase contract, and deposit with the auctioneer the earnest money described above. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
6. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by seller nor United Country Real Estate and Auction Services LLC.
7. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the buyer of the real estate. Buyer will assume all responsibility and costs associated with these items as of the date of closing.
8. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by seller or auctioneers. Announcements made day of sale shall take precedence over printed material.
9. Tract 1 will be offered as a recreational tract only.

United Country Real Estate and Auction Services, LLC
BONDED – LICENSED BY THE OHIO DEPARTMENT OF AGRICULTURE

Tracts

Klondike Road, Delaware, OH

2.1 miles south of US 36 & 1.3 miles north of US 42. Klondike Road is the road closest to the eastern edge of the Scioto River. Signs posted.



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109 +/- acres in 6 Tracts

Thursday April 14, 2016 at 6:00 PM

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4771 State Route 257 South
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Inspection Dates: March 20th and April 3rd, 1:00 - 3:00 pm.

Tract 1: 8+/- acres recreational land with Scioto River frontage

Tracts 2 & 3: 2+/- acres of open lots

Tract 4: 49+/- acres with trees, open space, water frontage

Tract 5: 25+/- acres with trees, open space, pond, water frontage

Tract 6: 26+/- acres trees, open space, water frontage

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Delaware, Ohio**

**2.1 miles south of State Route 36 & 1.3
miles north of State Route 42.**



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The information contained herein was obtained from sources believed reliable; however, United Country Real Estate and Auction Services makes no guarantees, warranties, or representations as to the completeness or accuracy thereof. The presentation of this property is submitted subject to errors, omissions, change of price or conditions prior to sale or lease, or withdrawal without notice.

Contacts

PROPERTY RELATED CONTACTS

CHIP CARPENTER

614.206.1135

UNITED COUNTRY REAL ESTATE AND AUCTION SERVICES

CHIP@UCREALESTATEANDAUCTION.COM

WWW.UCREALESTATEANDAUCTION.COM

SCIOTO LAND SURVEYING

740.368.1700

CONCORD TWP ZONING

740.881.5338

TREASURER

740.833.2810

FSA OFFICE

740.363.3671

AUDITOR'S OFFICE

740.833.2900

REGIONAL PLANNING

740.833.2260

CHAMBER OF COMMERCE

740.965.2860

MAP DEPARTMENT

740.833.2480

COUNTY EXTENSION OFFICE

740.833.2030

GEN. HEALTH DISTRICT

740.368.1700

CLERK OF COURTS

740.833.2500

ECONOMIC DEVELOPEMENT

<http://www.co.delaware.oh.us/index.php/business>

ODNR FISH & WILDLIFE

<https://ohiodnr.gov/>

WEBSITES OF INTEREST

<http://www.co.delaware.oh.us/>

<http://www.co.delaware.oh.us/index.php/auditor>

Title

Know all Men by these Presents

That Robert E. Taylor and Barbara Kline Taylor, his wife
and Celianna I. Taylor, unmarried

of _____ County, State of Ohio, for valuable consideration paid, grant

with general warranty covenants, to

KLONDIKE RETREATS, an Ohio General Partnership

whose tax mailing address is

3105 Rivermill Drive, Columbus Ohio
the following real property:

I hereby certify that the within
named Grant has complied
with Section 1777.02 of the Ohio
Revised Code.
Dale M. Wilgus, Recorder
Delaware County, Ohio
By _____ Deputy

Situated in the Township of Concord, County of Delaware and State
of Ohio and described as follows:

Being parts of Lots 9, 11 and 12 in Section 1, Twp. 4, Range 20,
USM Lands, and described as follows:

Beginning at a stone at the northeasterly corner of the aforesaid
Lot 11; thence from said place of beginning S. 3° 39' 20" W.
along the easterly boundary of Lot 11 a distance of 1684.90 feet
to an iron pin; thence N. 86° 37' 30" W. a distance of 1601.92
feet (passing over an iron pin at 1523.80 feet) to a point on the
east bank of the Scioto River; thence along the east bank of the
Scioto River for the following seven courses: (1) N. 18° 46' 10"
W. a distance of 338.08 feet to a point, (2) N. 32° 25' 00" W.
A distance of 153.28 feet to a point, (3) N. 49° 22' 00" W. a
distance of 591.78 feet to a point, (4) N. 15° 38' 30" W. a
distance of 704.80 feet to a point, (5) N. 1° 40' 40" E. a
distance of 420.92 feet to a point, (6) N. 20° 11' 50" E. a
distance of 488.85 feet to a point, and (7) N. 50° 48' 45" E. a
distance of 191.08 feet to the southwesterly corner of land
presently owned by Doris D. Evans; thence S. 86° 21' 30" E. along
the southerly boundary of the Doris D. Evans property a distance
of 2848.55 feet (passing over an iron pin at 297.17 feet) to a
point; thence S. 86° 11' 40" E. a distance of 333.33 feet to an
iron pin; thence S. 2° 41' 55" W. a distance of 777.65 feet to a
point in the southerly boundary of Lot 9; thence S. 86° 44' 15"
W. along the southerly boundary of Lot 9 a distance of 932.86
feet to the place of beginning, containing 145.136 acres, more or
less of which 16.61 acres are in Lot 9, 44.390 acres are in Lot
12, and 85.128 acres are in Lot 11.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE

Situated in the Township of Concord, County of Delaware, State of
Ohio, being part of Farm Lot 11, Section 1, Township 4, Range 20
of the United States Military Lands, being part of an original
145.136 acre tract as described in Deed Book 372, page 703 and
being more particularly described as follows:

Commencing at the intersection of the centerlines of Township
Road 149 (Klondike Road) and Township Road 143 (Freshwater Road);
thence North 00° 06' 00" East, a distance of 238.59 feet to a
point; thence North 23° 20' 40" West, a distance of 279.14 feet
to a point; thence North 21° 12' 47" West, a distance of 634.59
feet to a railroad spike found, said point being on the south
line of the said 145.136 acre tract; thence North 86° 37' 30"
West, a distance of 56.50 feet to a point on the east bank of the
Scioto River, said point being the southwest corner of the said
145.136 acre tract, also being the TRUE POINT OF BEGINNING of the
following described tract; thence along the east bank of the
Scioto River the following four courses and distances (1) North
16° 29' 56" West, a distance of 248.84 feet to a point; (2) North
26° 22' 29" West, a distance of 138.02 feet to a point; (3) North
33° 34' 00" West, a distance of 112.80 feet to a point; (4) North
49° 22' 00" West, a distance of 264.97 feet to a point; thence
North 72° 18' 42" East, (passing an iron pipe set at 79.12 feet

APPROVED
FOR TRANSFER
FRED L. STULTS
Delaware County Engineer

Delaware County
The County has complied with
Section 319.202 of The R.C.
Dated 5-20-82 Transfer Tax Paid \$90.00
TRANSFERRED OR TRANSFER NOT NECESSARY
David R. Thomas, Auditor By _____

and passing a railroad spike, set at 204.12 feet) a total distance of 904.31 feet to an iron pipe set, all iron pipes set are set with plastic caps marked "SLSS RS 6612", thence South 02° 25' 00" West, a distance of 202.02 feet to a corner post found; thence South 03° 40' 05" East, a distance of 55.12 feet to an iron pipe set; thence South 89° 56' 01" East, a distance of 357.00 feet to an iron pipe set; thence South 87° 27' 36" East, a distance of 826.80 feet to a corner post found, being on the east line of said Farm Lot 11; thence South 03° 39' 20" West, along the said east line of Farm Lot 11, a distance of 705.39 feet to a corner post found, being the southeast corner of said 145.136 acre tract; thence North 86° 37' 30" West, along the south line of the said 145.136 acre tract, (passing an iron pipe found at 1523.07 feet and passing a railroad spike found at 1545.42 feet) a total distance of 1601.92 feet to the TRUE POINT OF BEGINNING;

Containing 30.016 acres more or less, subject to all easements, restrictions, and rights-of-way, if any, of record.

Said real estate is free and clear from all encumbrances whatsoever except easements, restrictions of record and zoning regulations of Concord Township, if any; real estate taxes are to be pro-rated between Grantors and Grantees as of date of delivery of deed so that Grantors will pay all taxes estimated to May, 1987 and Grantees will pay all taxes thereafter.

GRANTEES WILL BE RESPONSIBLE FOR ANY CAUTIONS PREVIOUSLY MENTIONED in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

60143

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	MAY 20 1987 -
AT 12:08 O'CLOCK	P. M.
RECORDED	June 5, 19 87
Deed	RECORD.
VOL. 489	PAGE 142
<i>Dance & Fidelity</i>	
COUNTY RECORDER	
FINE \$ 12.00	CW

Taylor, Robert E
Barbara Kline
Celeanna I
to
Klondike Retreats

Concord 20-4-1-9
11
12

LIBER 0489 PAGE 144

Prior Instrument Reference: Volume 372, Page 703, Delaware County Recorder
Barbara Kline Taylor wife/husband of the grantor, releases all rights of dower therein.

Witness our hand this 20th day of MAY
1987.

Signed and acknowledged in presence of

X Judith Scott (as to 1+2)

(Robert E. Taylor) (1)

X Kathleen D. Mung (as to 1+2)

(Barbara Kline Taylor) (2)

Celianna I. Taylor (as to 3)

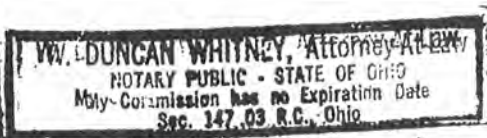
(Celianna I. Taylor) (3)

State of Ohio, } ss. Before me, a Notary Public
Delaware County, } in and for said County and State, personally appeared the above named

Celianna I. Taylor

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 this
A. D. 1987 20th day of MAY



W. Duncan Whitney
NOTARY PUBLIC

State of NEW MEXICO, } ss. Before me, a Notary Public
Grant County, } in and for said County and State, personally appeared the above named

Robert E. Taylor and Barbara Kline Taylor

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 Silver City, New Mexico
this 14th day of MAY

Kathleen D. Mung
NOTARY PUBLIC
11-19-90

This instrument prepared by W. Duncan Whitney
Winter Street, Delaware, OH 43015



First American Title™

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

CT6443

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

 First American Title™	Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule A	CT6443

File No.: CT6443

1. Effective Date: March 20, 2016 at 08:00 AM

2. Policy (or Policies) to be issued:

AMOUNT

a. ☒ [X]

Proposed Insured:

TBD

b. ☐ []

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is: Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Klondike Retreats, an Ohio general partnership by virtue of Warranty Deed dated May 20, 1987 and recorded June 5, 1987 in Volume 489, Page 142, Recorder's Office, Delaware County, Ohio.

5. The land referred to in this Commitment is described as follows:

See Schedule C attached hereto and made a part hereof.

Issuing Agent: Cardinal Title Agency Inc.
 Agent ID No.: 4039951
 Address: 141 E. Town Street, Suite 200
 City, State, Zip: Columbus, Ohio 43215
 Telephone: (614)228-6895

By: James H. Jones
 Cardinal Title Agency Inc.

(This Schedule A valid only when Schedule B is attached)

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

 First American Title™	Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI	CT6443

File No.: CT6443

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
3. Properly executed Seller's affidavit with copies of any appropriate documentation or original executed resolutions evidencing the authority of the signing thereof.
4. Properly executed release of the security instruments encumbering the subject property as listed hereto on Schedule B-II.
5. Properly executed Deed conveying fee simple interest in the subject property to the Grantee. If the Grantee is a corporation or limited liability company the Grantee will need to provide the Company with copies of the appropriate certificates from the Ohio Secretary of State.
6. Properly executed mortgage, if any, and other related security instruments from the Mortgagor to the Mortgagee.
7. The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or upon otherwise ascertaining details of the transaction.

 First American Title™	Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BII	CT6443

File No.: CT6443

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions, or changes in the valuation.
10. Parcel I:

 The Delaware County Treasurer's 2015 General Tax Duplicate: Parcel No.420-140-01-038-000. (Valuations: Land - \$25,230.00; Building - \$0.00; Total - \$25,230.00 - CAUV Value: \$72,080.00) Taxes for the first half of 2015, in the amount of \$546.39, are Paid. Taxes for the second half of 2015, in the amount of \$546.39, are Unpaid. Taxes for 2016 and thereafter are not yet determined, due or payable.
11. Parcel II:

 The Delaware County Treasurer's 2015 General Tax Duplicate: Parcel No.420-140-01-039-000. (Valuations: Land - \$10,410.00; Building - \$0.00; Total - \$10,410.00 - CAUV Value: \$29,750.00) Taxes for the first half of 2015, in the amount of \$225.44, are Paid. Taxes for the second half of 2015, in the amount of \$225.44, are Unpaid. Taxes for 2016 and thereafter are not yet determined, due or payable.

SCHEDULE B - SECTION II

(Continued)

File No.: CT6443

Commitment No.: CT6443

12. Parcel III:

The Delaware County Treasurer's 2015 General Tax Duplicate: Parcel No.420-140-01-040-000. (Valuations: Land - \$13,060.00; Building - \$0.00; Total - \$13,060.00 - CAUV Value: \$37,320.00) Taxes for the first half of 2015, in the amount of \$282.84, are Paid. Taxes for the second half of 2015, in the amount of \$282.84, are Unpaid. Taxes for 2016 and thereafter are not yet determined, due or payable.

13. Parcel IV:

The Delaware County Treasurer's 2015 General Tax Duplicate: Parcel No.420-140-01-041-000. (Valuations: Land - \$24,470.00; Building - \$0.00; Total - \$24,470.00) Taxes for the first half of 2015, in the amount of \$529.93, are Paid. Taxes for the second half of 2015, in the amount of \$529.93, are Unpaid. Taxes for 2016 and thereafter are not yet determined, due or payable.

14. Parcel V:

The Delaware County Treasurer's 2015 General Tax Duplicate: Parcel No.420-140-01-042-000. (Valuations: Land - \$24,470.00; Building - \$0.00; Total - \$24,470.00) Taxes for the first half of 2015, in the amount of \$529.93, are Paid. Taxes for the second half of 2015, in the amount of \$529.93, are Unpaid. Taxes for 2016 and thereafter are not yet determined, due or payable.

15. As to Parcel I:

Easement to American Transmission Systems, Incorporated of record in Book 1234, Page 520, Recorder's Office, Delaware County, Ohio.


16. Easement to Ohio Edison Company of record in Book 590, Page 337, Recorder's Office, Delaware County, Ohio.

17. Easement to Ohio Edison Company of record in Book 296, Page 371, Recorder's Office, Delaware County, Ohio.

18. Transmission Easement to Columbus and Southern Ohio Electric Company of record in Volume 305, page 49, Recorder's Office, Delaware County, Ohio.

19. Right of Way and Easement to Columbus and Southern Ohio Electric Company of record in Volume 344, Page 226, Recorder's Office, Delaware County, Ohio.

20. Amended Certificate of Partnership dated March 10, 1995 and filed April 7, 1995 in Volume 9, Page 81, Recorder's Office, Delaware County, Ohio.

 <i>First American Title™</i>	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule C	CT6443

File No.: CT6443

LEGAL DESCRIPTION

The Land referred to in this policy is described as follows:

See Attached Exhibit "A".

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That KLONDIKE RETREATS, an Ohio general partnership, the GRANTOR, claiming title by virtue of instrument recorded in Volume 489, Page 142, of the Delaware County Records, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant unto OHIO EDISON COMPANY, an Ohio corporation, the 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 communication facilities, upon, over, under and across the following described premises:

Situated in the Township of Concord, County of Delaware, State of Ohio, and being a part of Lot 11, Section 1, Township 4, Range 20.

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

A strip of land 60 feet wide, 30 feet on each side of a center line, which center line of right of way is described as follows:

The center line of said right of way enters Grantor's premises from the land of R. M. Emrich and K. H. Emrich at a point on said Grantor's easterly property line, said property line also being the easterly line of Lot 11, approximately 202 feet northerly from a southeast property corner of said Grantor, said corner also being on the easterly line of Lot 11; thence from this point in a general southwesterly direction across Grantor's premises, approximately 269 feet to a point on a southerly property line of Grantor's premises, approximately 175

Delaware County
The Grantor has complied with
Section 39.202 of the R.C.
Date 5-26-95 Transfer Tax Paid \$27-
TRANSFERRED BY HANSTEIN WAS NECESSARY
Jon M. Peterson Auditor By *[Signature]*

BOOK 0590 PAGE 337

feet westerly from the above mentioned southeast property corner of said Grantor, said property corner also being on the easterly line of Lot 11, where said line crosses to the lands of Duncan B. Borland and Rixzene L. Ayers.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, relocate, 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 communication facilities, and the right of reasonable 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 control by any other means at any and all times such trees, limbs and underbrush within or adjacent to said right of way as may interfere with or endanger said structures, wires or appurtenances or their operation.

The Grantor reserves 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 Grantor agrees 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 Grantor for all damages to fences, gates, lanes, driveways, drains and ditches on said premises caused by the construction or maintenance of said lines.

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 Grantor represents that it is the owner of the above-mentioned premises herein described.

IN WITNESS WHEREOF, Klondike Retreats, an Ohio general partnership, has executed this easement by its partners this

5th day of July

1995.

Signed and acknowledged
in the presence of:

KLONDIKE RETREATS

Karen L. Kellogg
Karen L. Kellogg
Robert Corns
Robert Corns

By

Jacqueline Nicol
Jacqueline Nicol

And

Eugene R. Iacovetta, Trustee
Eugene R. Iacovetta, Trustee

And

Jean A. Matusiner
Jean A. Matusiner

Phillip Fulkerson
Phillip Fulkerson

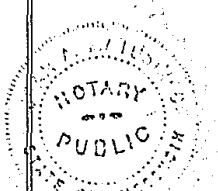
BOOK 0590 PAGE 339

STATE OF Wisconsin)
COUNTY OF Milwaukee) SS: _____

The foregoing instrument was acknowledged before me
this 26th day of June 1995, by Jacqueline^{jm}
~~Nicol, Eugene P. Lasevella~~^{jm} and Phillip Fulkerson partners of
Klondike Retreats, an Ohio general partnership, on behalf of the
partnership.

Jean A. Matusiner
Notary Public
Commission Expires 5/17/98
Jean A. Matusiner

SEAL



This instrument prepared by
Ohio Edison Company

MAIL
Ohio Edison Co
76 S Main St
Cedar 4303

10971

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	JUL 6 1995
12:43	CLOCK P M
RECORDED	JUL 10 1995
10:00	RECORDED
VOL 590	PAGE 337
Kay C. Conklin	
COUNTY RECORDER	
FEE \$ 26.00	AC

STATE OF *Ohio* }
COUNTY OF *Franklin* } SS:

The foregoing instrument was acknowledged before me
this *5th* day of *July* 1995, by Jacqueline
Nicol, Eugene R. Iacovetta and ~~Phillip Fulkerson~~ *PC* partners of
Klondike Retreats, an Ohio general partnership, on behalf of the
partnership.



Robert C. [Signature]
Notary Public
Marion County, State of Ohio
Commission Expires May 4, 2000

SEAL

This instrument prepared by
Ohio Edison Company

BOOK 0590 PAGE 341

Delaware County
Grantor Has Complied With
Section 319.202 Of The R.C.
7-17-13 Transfer Tax Paid 0
TRANSFERRED OR TRANSFER NOT NECESSARY
Delaware County Auditor By 0

Doc ID: 010009800004 Type: OFF
Kind: EASEMENT
Recorded: 07/17/2013 at 03:09:42 PM
Fee Amt: \$44.00 Page 1 of 4
Workflow# 0000058024-0001
Delaware County, OH
Melissa Jordan County Recorder
File# 2013-00027630
BK 1234 PG 520-523
FIRSTENERGY
800 CABIN HILL DR
GREENSBURG, PA 15601

Date: 7/8/13

Parcel: 13

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That KLONDIKE RETREATS, an Ohio General Partnership, the GRANTORS, claiming title by virtue of instrument recorded in Instrument No. 489, Page 142, Delaware County Records, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations received to its full satisfaction of AMERICAN TRANSMISSION SYSTEMS, INCORPORATED, an Ohio corporation, the GRANTEE, do hereby grant unto Grantee, its successors and assigns, an easement and right-of-way, together with the rights and privileges hereinafter set forth, for lines for the transmission and distribution of electric current, including communication facilities to be used by Grantee and its parents and affiliates solely related to the transmission and distribution of electric current, upon, over, and across the following described premises:

Situated in the Township of Concord, County
of Delaware, State of Ohio, and being a part of Permanent Parcel No(s).
42014001038000.

The right-of-way referred to above shall have a width of Sixty feet (60')
and is further described on Exhibit "A", attached hereto and made a part
hereof.

Grantee shall have the right to locate the transmission and distribution lines and related facilities within the boundaries of the easement granted herein, as it shall deem proper, and it shall be the actual location of Grantee's facilities upon the premises that shall be controlling in determining the center line of the right-of-way.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, remove, protect, relocate, repair, patrol, add to, and permanently maintain upon, over, under, and along the above-described right-of-way across said premises all necessary structures, wires, cables, anchors and other usual fixtures and appurtenances used for or in connection with the transmission and distribution of electric current, including communication facilities to be used by Grantee and its parents and affiliates solely related to the transmission and distribution of electric current, and the right of reasonable ingress and egress upon, over and across said premises for access to and from said right-of-way, together with the full authority and unqualified

right to trim, remove, clear, keep clear, and otherwise control (by such methods as Grantee, in its sole judgment, may deem necessary or proper, including but not limited to the use of herbicides) any and all trees, underbrush, or other vegetation located within the right-of-way, that is not within the area currently being used for agricultural purposes. Grantee shall also have the full authority and right, in its sole discretion, to trim, remove, clear, keep clear, and otherwise control any or all trees or vegetation adjacent to said right-of-way, other than vegetation that is produced for agricultural purposes, that, in the opinion of Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantee's facilities or ingress or egress to, from, or along said right-of-way.

For the purpose of exercising its rights under this easement and right-of-way, Grantee shall have the right of ingress and egress from the property of Grantors in order to obtain access to the right-of-way over the right-of-way itself, or over the property of Grantors adjacent to the right-of-way and lying between public or private roads and the right-of-way in such manner as shall cause the least practicable damage and inconvenience to Grantors.

Except as provided herein, Grantors reserve the right to use the lands encumbered by this Easement in any manner that is not inconsistent with the rights granted to Grantee by this Easement and provided that said use does not violate the National Electric Safety Code clearances. 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. Grantee shall have the full authority and right, in its sole discretion, to remove, or to compel the removal, of any buildings or other structures within the right-of-way that, in the opinion of the Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantee's facilities or with ingress or egress to, from, or along the right-of-way. To the extent that any buildings or other structures within the right-of-way must be removed under the terms of the Easement, Grantors and their successors shall be solely responsible for the cost of removing said buildings or other structures from the right-of-way, and any damages arising therefrom.

The parties hereto acknowledge that any right of Grantee to trim, remove and/or clear any trees, underbrush, vegetation or other buildings or structures as set forth herein, does not create or place a duty upon Grantee to do so, or shift any duty that the Grantors owe to the Grantee, any third party and/or the general public.

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 damages to fences, gates, lanes, driveways, drains and ditches, on said premises caused by the construction or maintenance of said lines.

TO HAVE AND TO HOLD the said easement, rights and right-of-way and its appurtenances to said Grantee, its successors and assigns, forever, and the Grantors represent that

they are the owner of the above-mentioned premises and have full power to convey the rights and easement herein granted, that the same are free and clear of all encumbrances, except current taxes and assessments not yet due and payable, easements, restrictions and reservations of record and zoning ordinances, if any; for valuable consideration, the Grantors do hereby remise, release and forever quitclaim unto Grantee, its successors and assigns, all their right and expectancy of dower in the above-described right-of-way.

Acknowledged, we have hereunto set our hand as of the day of July 8, 2013.

GRANTORS

KLONDIKE RETREATS

By: Jacqueline Campbell

Print Name: Jacqueline Campbell

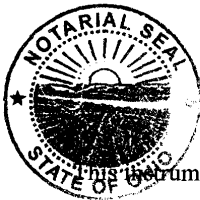
Title: General Managing Partner

STATE OF OHIO)

)

COUNTY OF Delaware), TO-WIT:

On this 8 day of July, 2013, before me, appeared Jacqueline Campbell, to me personally known, who being by me duly sworn did say that he/she/they is a member of Klondike Retreats, an Ohio General Partnership, and that said instrument was signed on behalf of said partnership by authority of its members, and he/she/they acknowledged said instrument to be the free act and deed of said company.



Beth A Vandeborne
Notary Public, State of Ohio
My Commission Expires
October 21, 2013

[Signature]
Notary Public

This instrument prepared by American Transmission Systems, Incorporated

EXHIBIT A

Easement Area for an electric transmission line crossing the lands of Klondike Retreats, an Ohio General Partnership (Parcel 13).

Situated in the Township of Concord, County of Delaware, and State of Ohio, and being a part of Lot 11 in Section 1, Township 4, Range 20, USM Lands, and Permanent Parcel Number 42014001038000.

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

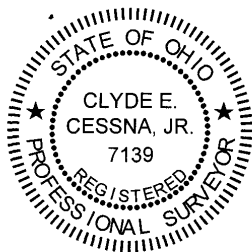
A strip of land 60 feet wide, 30 feet on each side of a center line, which center line of right of way is described as follows:

The center line of said right of way, also being the center line of Grantee's proposed transmission line, enters Grantor's premises from the lands of Kristine E. Hilton at a point on Grantor's easterly property line, approximately 385 feet northerly from Grantor's southeast property corner; thence from this point in a general southwesterly direction across Grantor's premises, approximately 232 feet to an angle point, where said center line of right of way angles to the right, approximately 2 degrees; thence from this point in a general southwesterly direction across Grantor's premises, approximately 274 feet to a point on a southerly property line of Grantor's premises, approximately 321 feet westerly from Grantor's said southeast property corner, where said center line of right of way crosses to the lands of Amerine Development Company.

The northwesterly line of right of way is continuous from Grantor's easterly property line to Grantor's southerly property line.

Together with the rights to install the necessary guy wires, anchors, and appurtenances within or adjacent to the right of way herein granted wherever necessary.

This description prepared by Clyde E. Cessna Jr. PS 7139



Clyde E. Cessna 5/22/13

TRANSMISSION EASEMENT

49

In consideration of the Sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, and other valuable consideration as hereinafter provided the grantor(s) Earl Butts and Nellie May Butts, his wife.

hereby grant(s) unto COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY, its successors, assigns, lessees and licensees (hereinafter called the "Company"), so long as the same may be used as herein contemplated, the right and easement to construct, reconstruct, relocate, remove, repair, replace, enlarge, extend, operate and maintain A pole line with multiple pole structures and/or steel towers, together with grounding facilities and necessary anchors ~~to~~ ^{said} ~~to~~ ^{to} guy and support pole line for the transmission and distribution of electric energy, the attachment of connecting lines and the carrying of the wires and cables of other companies using electric energy in the conduct of their business, over, across, through and/or upon the property and/or the highway crossing the property which grantor(s) own(s), or in which grantor(s) have (has) an interest, situated in R 20, T 4, Sec 1, Fr. Ser.

in the township of Concord County of Delaware and State of Ohio, and known as 177 acres, more or less, as the same is more particularly described in a deed dated 10-12-43 from Miriam Freshwater et al to Earl Butts and recorded in Volume 205 Page 181. Also see deed dated 10-25-43 from Thomas J. Tyler (Guardian) to Earl Butts conveying other interests in above real estate and recorded in Volume 206 Page 25. Above deeds on record in Recorder's Office, Delaware County, Ohio.

INCLUDING CONSTRUCTION DAMAGES

Said line(s) may be constructed within the limits of a strip of land one hundred feet in width, the center line of which easement shall run as follows: Beginning at a point in the Grantor's East property line, said point being 388 ft. + North of the Grantor's SE corner (also said point being Company Survey Station 165+00); thence S 44° 43' W (magnetic bearing) a distance of 505 ft. + to the lands of Otho Heath et al. Also beginning at a point in another of the Grantor's East property lines, said point being 692 ft. + South of Otho Heath's NW corner (also said point being Company Survey Station 179+22); thence running S 44° 43' W (magnetic bearing) a distance of 2168 ft. + to the lands of State of Ohio and Scioto River. Total distance 2673 ft. +.

As part of the consideration hereof, the Company agrees to pay to grantor(s) ~~the sum of one dollar (\$1.00) per year~~ prior to the erection thereof and this agreement shall be binding on the parties, their heirs, successors and assigns.

Said easement includes the right to fell and remove all trees and shrubbery within said strip and to keep said strip clear of all trees and shrubbery at all times and the right to fell and remove all trees without said strip which are of such height that they could fall across said transmission line including the right to fell and remove in the future all trees which hereinafter attain such height. And the grantor(s) further agree(s) that no structure, brush pile, hay, straw, or any other forage stack or any debris will be built, piled or maintained on said strip and also that no fires will be maintained on said strip.

The Company at all times shall have the right of ingress to and egress from the site occupied or to be occupied by said line(s), guy poles and/or anchors and the right to do any and all things necessary, proper or incidental to the successful construction, operation, and maintenance thereof. It is especially provided, however, that the poles supporting said line(s) shall be located as not to interfere with the grantor(s) ingress to and egress from said property. The Company hereby agrees to pay to grantor(s), his (their) heirs or assigns, as the case may be, for damages to the stock, growing crops, fences, or structures of the grantor(s) done by the Company or its employees while engaged in the construction or maintenance of said transmission line(s).

IN WITNESS WHEREOF, grantor(s) have (has) hereunto set GRV hand(s) this 17th day of April, 1943.

Signed and acknowledged in the presence of:

Don F. Fisher
Don F. Fisher
L. H. Worley
L. H. Worley

Earl Butts
Earl Butts
Nellie May Butts
Nellie May Butts

STATE OF Ohio Delaware COUNTY, SS: **50**

Before me, a Notary Public in and for said county and state, personally appeared the above named
Earl Butts and Nellie May Butts

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 11th
day of April, 1963 Don E. Fisher Notary Public

in and for Delaware County, Ohio
Commission expires 6th day of Feb., 1967

This instrument was prepared by Columbus and Southern Ohio Electric Company

STATE OF _____
COUNTY, SS: _____

Before me, a Notary Public in and for said county and state, personally appeared the above named



in and for _____ County

Commission expires _____ day of _____, 19____

(The above form of acknowledgment is to be used if the Grantors are individuals.)

Serial No. 35155
Recorder's File No. 96580

TO
Columbus and Southern
Ohio Electric Company

EASEMENT
FOR POLE LINE ALONG

Name Earl Butts
Address Nellie May Butts
Line Delaware County
Township Concord
County Delaware
Date April 11, 1963

TRANSFER NOT NECESSARY
Donald R. Thomas County Auditor
May 8, 1963

Rec'd for Record 3:30 P.M. MAY 8 - 1963

Record May 16, 1963

Page 49

Walter R. Thomas
County, Ohio

82.00 62-6362-002
Concord 20-4-1-

STATE OF _____
COUNTY, SS: _____

Personally came before me, this _____ day of _____, 19____, the above named

and _____ to me known to be the _____
and _____, respectively of the above named corporation, and by me duly sworn, did severally
depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers,
being duly authorized to do so, and further did severally depose and say that they are such officers of said cor-
poration and that the seal affixed to said instrument is the seal of said corporation.

Notary Public in and for

County, _____

Commission expires _____ day of _____, 19____

(This acknowledgment is to be executed if the Grantor is a corporation.)

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Grantor(s):

John R. Stilwell and Jenora L. Stilwell, his wife
(Jenora L. Stilwell AKA Jenora Lee Stilwell)

do hereby grant unto COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY, its successors, assigns, lessees and licensees (hereinafter called the Company), so long as the same may be used for the purposes herein contemplated, the right and easement to construct, reconstruct, enlarge, repair, replace, remove, operate and maintain facilities, whether pole or underground, for the transmission and distribution of electric energy, together with all such facilities, including poles, wires, guys, guy stubs, conduits, manholes, fixtures and appurtenances, as it may require or deem proper therefor, and for the attachment and carrying of the wires and cables of other companies using energy in the conduct of their business, upon, across, in, over and/or under the property and/or the highway, crossing the property situated in R. 20, T. 4, Sec. 1, Fr. Survey, in the township of Concord, County of Delaware and State of Ohio, and known as 180.230 acres, more or less, as the same is more particularly described in the deed dated 8-29-69 from Earl Butts et ux to John R. Stilwell and Jenora Lee Stilwell and recorded in Deed Book 343, Page 293 Delaware County, Ohio. The Grantor has complied with Section 319.202 of the R. C.

10-16-69 Transfer Tax Paid None
~~TRANSFER NOT NEEDED~~

David R. Thomas, Auditor, By R. Thomas

Said line(s) shall be constructed within a twenty (20') foot strip of land, the center described as follows: Beginning at a point in the grantors east property line, said point being 16'± north of the centerline of Township Road #143; thence North 82° 00' West a distance of 1109'± to point "A"; thence from point "A" North 82° 00' West a distance of 55'± to a point. Also beginning at point "A" North 04° 00' East a distance of 247'± to point "B", said point "B" to have one 15' guy and anchor running in an easterly direction; thence from point "B" North 18° 00' West a distance of 356'± to point "C", said point "C" to have one 7' guy and anchor running South 48° 00' West and one 20' guy and anchor running North 18° 00' West; thence from point "C" North 48° 00' East a distance of 224'± to a point. Also beginning at point "A" South 4° West 16'± to a point in the centerline of said Township Road #143.

In the case of underground services, the Company is hereby granted the right and easement to install the necessary service facilities, which shall remain the property of the Company, from its distribution feeder lines, in such location or locations as may be necessary to serve with electric energy the building or buildings, existing or to be constructed on the subject property or lots.

If at any time the Company is required by the State Highway Department or any other governmental authority having control over said highway to relocate any or all of the facilities of said line, then the Company may and is hereby granted the right to relocate said facilities along the highway as it now exists or may hereafter exist.

Said easement includes the right to trim any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and/or maintenance of said line, within the limits of the easement and within the limits of a strip of land five feet in width on each side, adjacent and parallel to the easement and to trim or cut, any trees or shrubbery that now interfere with the construction or reconstruction of said line.

The Company hereby agrees to pay for damages to the stock, crops, fences, or structures of the Grantor(s), done by the Company or its employees while engaged in the construction or maintenance of said transmission line.

The Company shall have the right of ingress to and egress from the site occupied or to be occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. It is specially provided, however, that the facilities of said lines shall be so located as not to interfere with the undersigned's ingress to and egress from said property, and the Grantor(s) shall have the right to use said right-of-way and easement for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted.

WITNESS our hands this 3rd day of September, 1969.
Signed and acknowledged in the presence of:

Don E. Fisher
Don E. Fisher

John R. Stilwell
John R. Stilwell
Jenora L. Stilwell
Jenora L. Stilwell

STATE OF Ohio, Delaware COUNTY, SS.

Before me, a Notary Public in and for said county and state, personally appeared the above named John R. Stilwell and Jenora L. Stilwell who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 3rd day of September, 1969.

Don E. Fisher
in and for Delaware County, Ohio

Commission expires 5th day of February, 1972.

STATE OF _____ COUNTY, SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named

who acknowledged that _____ did sign the foregoing instrument and that the same is _____ free act and deed.

In WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 19____.

Notary Public

in and for _____ County,

Commission expires _____ day of _____, 19____.

STATE OF _____

COUNTY, SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named

who acknowledged that _____ did sign the foregoing instrument and that the same is _____ free act and deed.

In WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 19____.

Notary Public

in and for _____ County,

Commission expires _____ day of _____, 19____.

(The above form of acknowledgment is to be used if the Grantors are individuals.)

26209

22035

Serial No.

Recorder's File No.

TO:

Columbus and Southern

Ohio Electric Company

PO Box 767 Station A

Chillicothe, Mo. 65601

Right of Way and
Easement

John R. Stilwell and Jenora Lee

Stilwell

Name _____ N.O.T. Poles, 40' w/o bet

1109' w/o bet. N.O.T. Poles, 40' w/o bet

Address N.O.T. Poles, anc. off N.O.T.

Pole, 247' w/o bet. N.O.T. Poles, anc.

Line off N.O.T. Pole, 356' w/o bet.

N.O.T. Poles, 2 anc. off N.O.T. Poles,

TAX MAP 214' w/o bet. N.O.T. Poles,

anc. off N.O.T. Pole

County of Delaware

Township of Concord

Date September 3, 1969

TRANSFER NOT NECESSARY

County Auditor

19____

Rec'd for Record 346 P.M. OCT 16, 1969

Record October 21, 1969

In Volume 344 Page 226

W. J. Conant Recorder

STATE OF _____

COUNTY, SS.

VOL 344 PAGE 227

Personally came before me, this _____ day of _____, 19____, the above named

and _____ to me known to be the _____ and _____, respectively of the above named corporation, and by me duly sworn, did several depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers being duly authorized to do so, and further did severally depose and say that they are such officers of said corporation and that the seal affixed to said instrument is the seal of said corporation.

Notary Public in and for

1-11-61

Form 455 (Rev. 5-50) Easement

371

Parcel No. 5

KNOW ALL MEN BY THESE PRESENTS:

That we, Earl Butts and Nellie M. Butts, husband and wife, claiming title by virtue of instruments recorded in Volume 205, Page 181 and Volume 206, Page 25 of the Delaware County Deed Records,

the Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations 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 Concord, County of Delaware
and State of Ohio, being a part of Lot 11.

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

A strip of land 50 feet wide, 25 feet on either side of a center line, which center line of right of way is described as follows:

The center line of said right of way enters Grantors premises from the land of Coral Mae Heath at a point on said Grantors lower easterly property line, which is the east line of Lot 11, approximately 130 feet southerly from the northeast corner of said Lot 11; thence from this point in a general westerly direction across Grantors premises approximately 2033 feet to an angle point where said center line angles to the right approximately 13 degrees; thence from this point in a general northwesterly direction approximately 568 feet to a point on Grantors westerly property line in the center of the Scioto River and the west line of Concord Township, approximately 857 feet southerly along the center of the Scioto River from the northwest corner, which is the northwest corner of a 43.3-acre parcel where said line crosses to the land of Chester and Hallie C. Patingale.

Together with the right to install guy wires and anchors within or adjacent to the right of way herein granted wherever necessary.

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.

CONTRACT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: _____

1. **PROPERTY DESCRIPTION:** The undersigned buyer (Buyer) agrees to purchase from the undersigned owner (Seller) who agrees to sell (Contract) through **United County Real Estate and Auction Services, LLC** (Broker), the following described real estate in _____, _____ County, Ohio, and known as: _____ (Real Estate).
2. **PRICE AND TERMS:** Buyer agrees to pay the amount of the high bid \$ _____ plus the buyer premium of \$ _____ for a **Total Purchase Price of \$ _____** for the Real Estate as follows: A **non-refundable** (except in the case of a non-marketable title) down payment (Down Payment) of \$ _____ must be deposited at the time of the Auction, and will be applied toward the Purchase Price. The Down Payment shall be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. This Down Payment is not an Earnest Money deposit as contemplated by R.C. 4535.24. In the event this Contract does not close for any reason other than non-marketable title, Buyer agrees that the Down Payment shall be disbursed by Broker to Seller five (5) days from Closing Date unless Broker is previously notified in writing by Buyer that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before _____ (Closing Date). The Closing Date shall be automatically extended up to 30 days if Auctioneer deems necessary. Buyer will close through _____. If Buyer does not close on or before scheduled Closing Date, Seller may, at Seller's option, extend the Closing Date in consideration for a sum of \$ _____ per day after original Closing Date.
4. **CLOSING COSTS:** The ☐ Buyer, ☐ Seller shall be responsible for all transfer taxes, recording fees, title search, owner's title insurance premium and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title. The ☐ Buyer ☐ Seller split 50/50, is responsible for survey cost, if a survey is required for a transfer. ***Buyer is responsible for all other costs associated with closing.**
5. **TERMS:** The Real Estate sells: ☐ to the highest bidder regardless of price, **OR** ☐ subject to the Seller's confirmation.
6. **FIXTURES AND EQUIPMENT:** The consideration shall include any fixtures, including but not limited to built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods, window coverings and all existing window treatments; attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the Premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the following: _____
7. **OBTAINING FINANCING:** This Contract to Purchase is **not contingent** upon the Buyer obtaining financing. There are no Buyer contingencies.
8. **BINDING OBLIGATION:** Buyer is buying the property **As-Is, Where-Is and without Recourse**. If Buyer fails to close for any reason whatsoever, except a nonmarketable title, Buyer voluntarily agrees to forfeit entire Down Payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the Real Estate. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Buyer fails to perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting any of Seller's further remedies. Either party may demand specific performance of this Contract.
9. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that, to the best of Seller's knowledge: (a) there are no undisclosed

_____,
Buyer Initial Seller Initial

latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except _____; (c) there are no City, County or State orders that have been served upon Seller requiring work to be done or improvements to be made which have not been performed, except _____. Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Buyer. All Inspections must be completed prior to Auction. BUYER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.

10. **INDEMNITY:** Seller and Buyer recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
11. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by _____ deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing Date, except restrictions and easements of record and except the following assessments (certified or otherwise): _____
If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted above, Buyer must notify the Seller or Seller's Broker in writing of the objection to the title no less than ten (10) calendar days prior to the Closing Date. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within (30) calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in the termination of this Contract. Seller is not obligated to incur any expense in curing Buyer's objection and in the event that the cure of the objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.
12. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on delivery of possession to Buyer, the Real Estate shall be in the same condition as it is on the date of this Contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing Date, the Real Estate shall not be repaired or restored by and at the Seller's expense, to a condition as good as it was prior to the damage or destruction, then Buyer, at his option, may terminate this Contract by written notice to Seller and the Down Payment Shall be returned to Buyer. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer. In addition, the Buyer also has an insurable interest in the Real Estate from date of this Contract. Buyer is hereby notified that insurance should be placed upon the Real Estate immediately to protect Buyer's interest.
13. **DISCLOSURE:** ☐ Buyer ☐ Seller ☐ Neither Buyer nor Seller - is a licensed Real Estate Broker or Salesperson.
14. **POSSESSION:** Possession shall be given ☐ at closing, ☐ _____ days after closing at _____ ☐ AM ☐ PM subject to Tenant's Rights, with deed. Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities. No work may be done at the Real Estate by the Buyer until possession is given.
15. **AGENCY DISCLOSURE STATEMENT:** Real Estate is being sold through United Country Real Estate and Auction Services, LLC. Buyer and Seller acknowledge having reviewed and signed the Agency Disclosure Statement.
16. **TAXES:** The real estate taxes for the Real Estate for the current year may change as a result of the transfer of the Real Estate or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority. Seller shall pay or credit at closing: (a) all delinquent taxes,

_____,
Buyer Initial Seller Initial

including penalty and interest; (b) all assessments which are a lien on the Real Estate as of the date of the Contract; (c) only for tracts of less than 10 acres, all agricultural use tax recoupments for years prior to the year of closing; (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

17. NOTICES TO THE PARTIES:

- A. Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. The parties are hereby advised, and the parties acknowledge that they should seek professional expert assistance and advice in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc.
- B. Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.
It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
- C. By bidding, the Buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure Form and their right to rescind the Contract under R.C. 5302.30.
- D. Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller.

18. MISCELLANEOUS:

- A. This Real Estate is being sold at Public Auction, without recourse. Personal on-site inspection/s of the Real Estate or properties is strongly recommended.
- B. The Real Estate will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues.
- C. Information contained online was obtained by sources deemed reliable. However, neither United County Real Estate and Auction Services, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Buyer should carefully verify all items and make their own decision as to the accuracy thereof before relying on same.
- D. The Seller and Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
- E. This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this Contract shall be made in writing signed by the party giving such notice.
- F. Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this Contract, no deadline or time period under this Contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this Contract.

Buyer Initial Seller Initial

19. **OTHER TERMS:** _____

20. **DEED TO:** (Print) _____

21. **EXPIRATION AND APPROVAL:** Provided this offer is subject to Seller's confirmation pursuant to Paragraph 5 above, this offer is void if not accepted by Seller in writing on or before ____ ☐ AM ☐ PM EST on the ____ day of _____, 20____.

The Buyer has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

Print

Sign

Date

BUYER: _____

BUYER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

22. **ACTION BY SELLER:** For Real Estate selling to the highest bidder regardless of price, the undersigned Seller has read and fully understands the foregoing offer and hereby accepts said offer and agrees to convey the Real Estate according to the above terms and conditions.

For Real Estate selling subject to the Seller's confirmation , the undersigned Seller has read and fully understand the forgoing and hereby: ☐ accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, ☐ rejects said offer, or ☐ counteroffers according to the modifications initialed by Seller or as attached hereto. Counteroffer shall become null and void if not accepted in writing on or before _____ ☐ AM ☐ PM EST on the ____ day of _____, 20____.

Print

Sign

Date

SELLER: _____

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

23. **RECEIPT BY United Country Real Estate and Auction Services, LLC:** DATE _____ I hereby acknowledge receipt of \$ _____ ☐ cash ☐ cashier's check ☐ personal check # _____ made payable to _____ as down payment in accordance with terms herein provided.

United Country Real Estate and Auction Services

By: _____

Its: _____



_____,
Buyer Initial Seller Initial

Soil Science Report

Lawrence A. Tornos
Tornes Soil Investigations, LTD.
811 State Route 61 North
Sunbury, Ohio 43074

Phone 740 965-3254

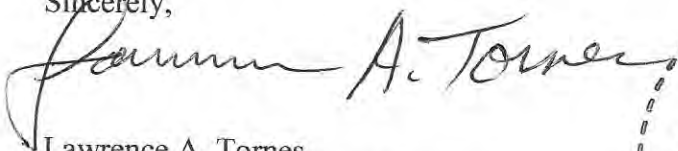
April 7, 2016

Mr. Chip Carpenter
Chip Carpenter Real Estate & Auction Company
2295 Creek Road
Sunbury, Ohio 43074

Dear Mr. Carpenter,

In March and April of 2016, I completed soil site investigations for on-site sewage treatment and dispersal on 6 lots numbered 1 thru 6 on the Klondike Road in Concord Township, Delaware County, Ohio. The proposed locations of the septic fields and test holes for the lot are marked with pink flags. These fields contain soils that have been in the past and will be approved by the Delaware County General Health District for some type of on-site sewage treatment and dispersal system for a home on this date. The type of system that will be approved must be determined by a sewage system designer and the Delaware General Health District.

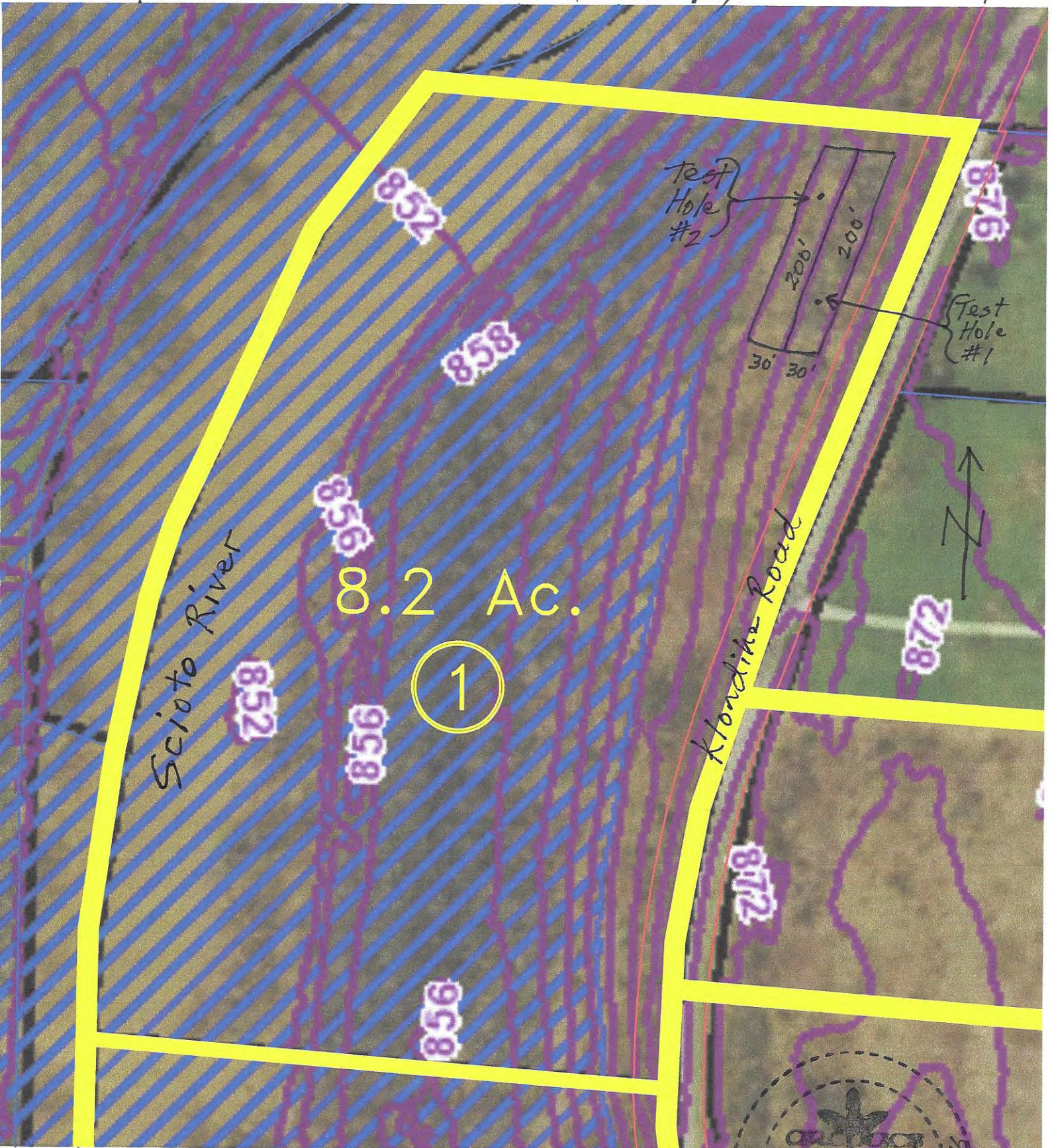
Sincerely,



Lawrence A. Tornos
Certified Professional Soil Scientist



Locations of Proposed on-site Sewage Treatment and Dispersal Fields and Test Holes on Lot #1 on Klondike Road in Concord Township, Delaware County, OH



March 18, 2016
Lawrence A. Turner



Site and Soil Evaluation for Sewage Treatment and Dispersal



County: Delaware
 Township / Sec.: Concord
 Property Address/Location: Klondike Rd
 Applicant Name: United Country Real Estate and Auction Services and The Robert Weiler Co.
 Address: and Auction Services and The Robert Weiler Co.
 Phone #: 740 965-1208 and 614 221-4286
 Lot #: 1
 Test Hole #: 1
 Latitude/Longitude: _____
 Method: Pit ☒ Auger ☐ Probe

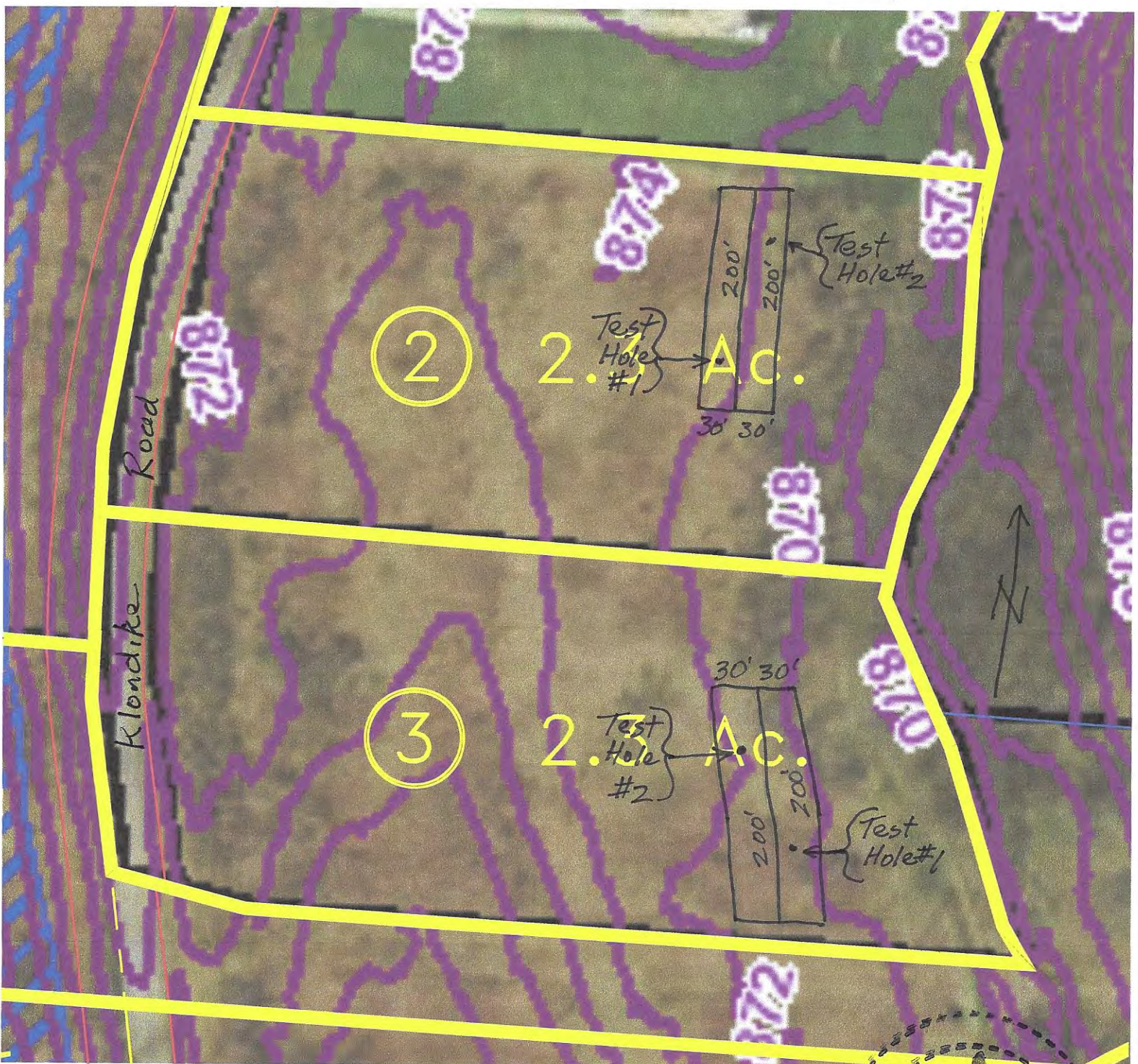
Land Use / Vegetation: Brush and Small Trees
 Landform: Redrock controlled Glaciated upland
 Position on Landform: Side of Ridge
 Percent Slope: 4 to 6
 Shape of Slope: Linear
 Date: 3-18-16
 Evaluator: Larry Tones
 Certification Stamp or Certification #: _____
 Signature: James A. Tower
 Phone #: 740 965-3254
4 Bedroom House

Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
		Munsell Color (hue, value, chroma)		Redoximorphic Features	Texture			Structure			Consistence	
		Matrix Color	Concentrations		Depletions	Class	Approx. % Clay	Approx. % Fragments	Grade	Size		
Horizon	Depth (inches)											
Ap	0-8	10YR ³ / ₃			Sil	25	—	3	F+M	Gr	Fi	
Bt1	8-11	2.5YR ³ / ₄			SicL	35	—	2	M+F	Sbk	Fi	
Bt2	11-30	2.5YR ³ / ₄			C	50	10	2	M+Co	Sbk	Fi	
R	Hard Sandstone Bedrock (Probably Fractured)											

Limiting Conditions	Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table			
Apparent Water Table			
Highly Permeable Material			
Bedrock	30	Hard Limestone	
Restrictive Layer	30		

* The Designer and the (Probably Fractured) Basal loading rate of 0.2 gals/da/ft² (BOD > 30 mg/L)
 Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.
 Delaware General Health District will select the final loading rates used to design the sewage system.
 linear loading rate of 3.2 gals/da/ft
 ODH - December 2006

Locations of Proposed On-site Sewage
Treatment and Dispersal Fields and Test
Holes on lots 2 and 3 on Klondike Road
in Concord Township, Delaware County, Ohio.



March 17, 2016
Lawrence A. Torner



Site and Soil Evaluation for Sewage Treatment and Dispersal



County: Delaware
 Township / Sec.: Concord
 Property Address/Location: Klondike Rd.

Land Use / Vegetation: Woods, scattered Trees
 Landform: Outwash Terrace
 Position on Landform: Riser
 Percent Slope: 2 to 4
 Shape of Slope: Linear

Applicant Name: United Country Real Estate
 Address: and Auction Services and the
Robert Weiler Co.

Phone #: 740 965-1208 and 614 221-4286

Lot #: 2

Test Hole #: 1

Latitude/Longitude:

Method: ☐ Pit ☒ Auger ☐ Probe

Date: 3-17-16

Evaluator: Larry Torres

Torres Soil Invest.

811 St. Rt. 61 N

Sunbury, OH 43074

Certification Stamp or Certification # 24740

Signature: Lawrence A. Torres

Phone #: 740 965-3254

4 Bedroom House

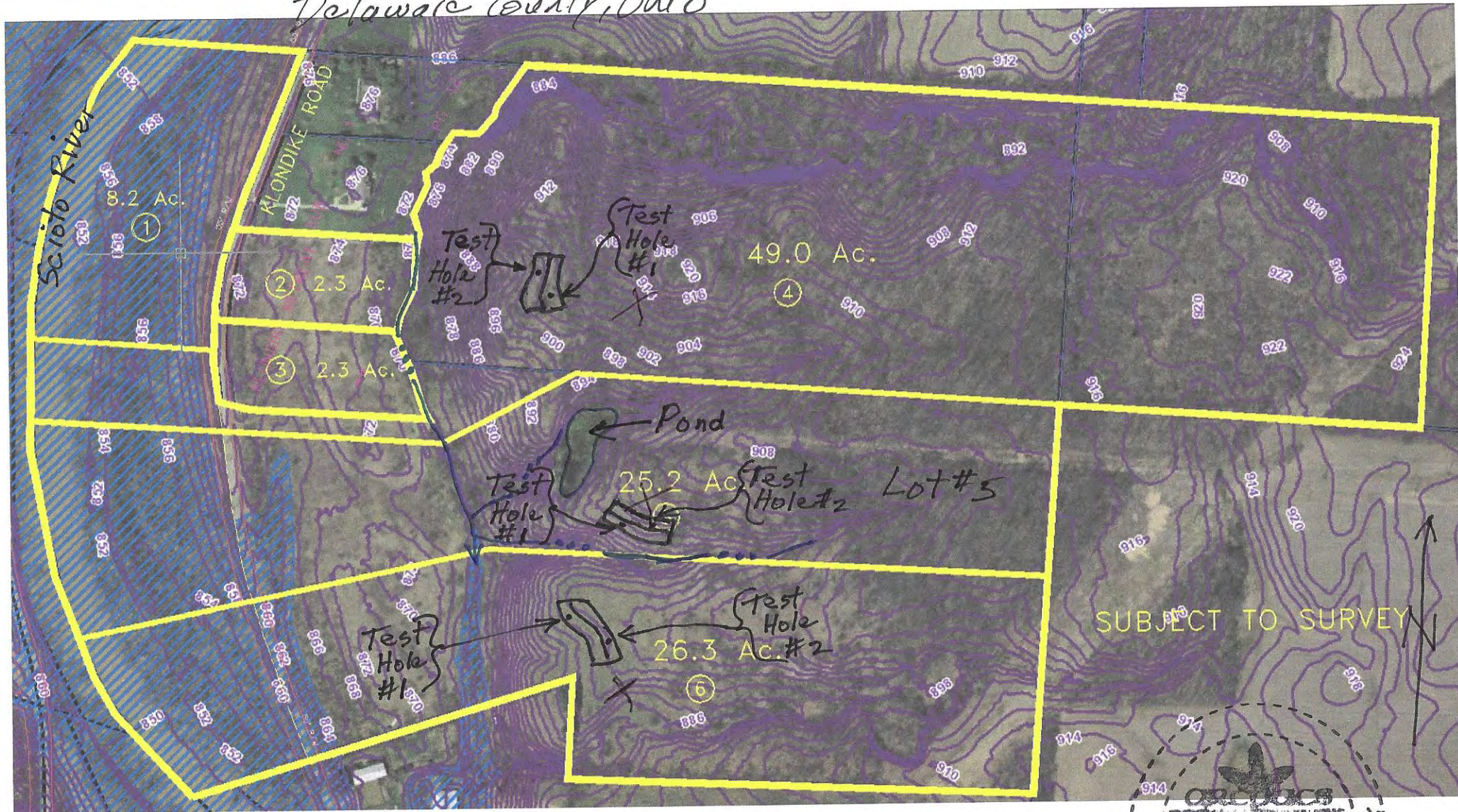
7 Bed Room House												
Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
		Munsell Color (hue, value, chroma)		Redoximorphic Features	Texture			Structure			Consistence	
		Matrix Color			Class	Approx. % Clay	Approx. % Fragments	Grade	Size	Type (shape)		
Horizon	Depth (Inches)		Concentrations	Depletions								
Ap	0-11	10YR 3/3			Sil	25	Few	3	F+VF	Gr	Fr	
AB	11-26	10YR 3/3	7.5YR 3/2		Sil	25	Few	2	F+VF	Gr	Fr	
Bt1	26-37	10YR 3/3	7.5YR 4/4		GR-CL	35	15	2	F+M	Sub	Fi	
Bt2	37-49	10YR 3/3	7.5YR 4/4		CL	30	Few	2	F+M	Sub	Fi	
C	49-60	10YR 3/3			L	20	Few	0		M	Fr	

Limiting Conditions	Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table	} Not Encountered	X	Fox like soil between 26 and 49 inches deep.
Apparent Water Table			Loading rates based on system installed
Highly Permeable Material			14 inches below the soil surface in
Bedrock	> 60		Basal loading rate of 0.4 gals/da/ft ² / BOD > 30 mg/L
Restrictive Layer	Not Encountered		linear loading rate of 13.4 gals/da/ft ²

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

*The Designer and the Delaware General Health District will select the final loading rates used to design the sewage system.

Locations of Proposed On-site Sewage Treatment and Dispersal Fields and Test Holes on lots 4, 5, and 6 on the east side of Klondike Road in Concord Township, Delaware County, Ohio



Note: All Septic Fields are 30' x 220'.

April 2, 2016
 Lawrence A. Torner



LAWRENCE A. HARRIS
 GLOUCESTER, MASSACHUSETTS
 MAY 24 1960
 24740

Land Use / Vegetation: Woodland with openings
Landform: Glaciated upland
Position on Landform: side of knoll
Percent Slope: 6 to 12
Future Shape of Slope: Conver + linear

Date: 4-2-16

Certification Stamp or Certification #:

Evaluator: Harry Totnes
386 James Earl Ray

Torres Soil Invest
811 St. Rt. 61 N
Simsbury, OH 43074

Phone#: 640 963 3236

Method: Pit ☒ Auger ☐ Probe ☐

4 Bedroom House

Limiting Conditions	Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table	29	Perched on Glacial Till	Glynwood Soil Loading rates based on system installed
Apparent Water Table			11 inches below the soil surface
Highly Permeable Material			Basal loading rates of 2.0 gals/daf/ft ² (BOD > 30 mg/l)
Bedrock	> 51	Glacial Till	Linear loading rate of 2.7 gals/daf/ft.
Restrictive Layer	44		

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701.29-08

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701.29-08.

* The Designer and the Delaware General Health District will select the final loading rates used to design the sewage system.

269
ODH - December 2006

Land Use / Vegetation: Woodland with openings
Landform: Glaciated upland
Position on Landform: Side of knoll
Percent Slope: 6 to 12
Aspect of Slope: Linear

Date: 4-2-16

Evaluator: Harry Tolmos

Turner's Soil In

811 St. Rt. 61 N

Билбиш, ОН, 430

4 Bedroom

Certification Stamp or Certification #1: 740 965-3254

Signature: [Signature]

Phone#: 740 965-3254

Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
Horizon	Depth (inches)	Matrix Color	Munsell Color (hue, value, chroma)		Class	Texture		Structure			Consistence	
			Redoximorphic Features			Approx. % Clay	Approx. % Fragments	Grade	Size	Type (shape)		
			Concentrations	Depletions								
Ap	0-10	10YR 3/4			L	20	—	3	F+VF	Gr	Fr	
Bt1	10-20	10YR 4/4			CL	35	—	2	F+M	sbk	Fi'	
Bt2	20-26	10YR 4/4		100% 10YR 5/2	CL	35	Few	2	M+Co	sbk	Fi'	
Bc	26-34	10YR 4/4		100% 10YR 5/2	CL	30	Few	1	Co	sbk	Fi'	
Cd	34-54	10YR 4/4		200% 10YR 5/2	CL	30	Few	0		M	EFi'	

Limiting Conditions	Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table	20	Perched on Glacial Till	<p>Glynwood Soil</p> <p>Till Loading rates based on system installed #14 inches below the soil surface with an aerator:</p> <p>Basal loading rate of 0.6 gals/day/ft² (B0)</p> <p>Linear loading rate of 2.7 gals/day/ft</p>
Apparent Water Table			
Highly Permeable Material			
Bedrock	> 54		
Restrictive Layer	34	Glacial Till	

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

* The Designer and the Delaware General Health District will select the final loading rates used to design the sewage system.

OPH - December 2006

Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Delaware Land Use / Vegetation: Meadow with a few small trees
 Township / Sec.: Klondike Concord Landform: Glaciated upland
 Property Address/Location: Klondike Road Position on Landform: Side of hill
 Percent Slope: 4 to 6
 Shape of Slope: Linear
 Applicant Name: United Country Real Estate
 Address: and Auction Services and The Robert Weiler Co. Date: 4-2-16
 Phone #: 740 965-1208 and 614 221-4286 Evaluator: Larry Toines
 Lot #: 5 Signature: Larry A. Toines
 Test Hole #: 1 Phone #: 740 965-3254
 Latitude/Longitude: _____
 Method: ☐ Pit ☒ Auger ☐ Probe



4 Bedroom House

Method: Pit Auger Probe

4 Bedroom House

Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
		Munsell Color (hue, value, chroma)		Redoximorphic Features	Texture			Structure			Consistence	
		Matrix Color	Concentrations		Depletions	Class	Approx. % Clay	Approx. % Fragments	Grade	Size		
Horizon	Depth (inches)											
Ap	0-7	10YR $\frac{3}{4}$			Sil	20	—	3	F+VF	Gr	Fr	
Bt1	7-12	10YR $\frac{4}{4}$			Sick	35	—	2	F+M	Sbk	Fi	
Bt2	12-18	10YR $\frac{4}{4}$			Sic	45	—	2	M	Sbk	Fi	
Bt3	18-31	10YR $\frac{4}{4}$		50% 10YR $\frac{5}{2}$	Sic	45	Few	2	M+Co	Sbk	Fi	
Bc	31-41	10YR $\frac{4}{4}$		50% 10YR $\frac{5}{2}$	Sick	35	Few	1	Co	Sbk	Fi	
Cd	41-53	10YR $\frac{4}{4}$		100% 10YR $\frac{5}{2}$	Sick	30	Few	0		M	VFi	
Limiting Conditions												
Limiting Conditions		Depth to (in.)		Descriptive Notes		Remarks / Risk Factors:						
Perched Seasonal Water Table		18		Perched on Glacial Till		Glywood Soil Loading rates based on system installed 12 inches below the soil surface with an aerator.						
Apparent Water Table						* Basal loading rate of 0.3 gals/day/ft ² (BOD < 30 mg/L)						
Highly Permeable Material						Linear loading rate of 2.2 gals/day/ft.						
Bedrock		> 53										
Restrictive Layer		41		Glacial Till								

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

* The Designer and the Delaware General Health District will select the final loading rates used to design the sewage system.

Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Delaware Land Use / Vegetation: Meadow with scattered young trees
 Township / Sec.: Coscord Landform: Glaciated upland
 Property Address/Location: Klondike Road Position on Landform: side of road
 Percent Slope: 4 to 6
 Shape of Slope: Linear
 Applicant Name: United Country Real Estate Date: 4-2-16
 Address: and Auction Services and the Certification Stamp or Certification #: 24743
Robert Weiler Co.
 Phone #: 740 965-1208 and 614 221-4286 Evaluator: Larry Toines Signature: Jamison A. Toines
 Lot #: 5 Toines Soil Invest.
 Test Hole #: 2 811 St. Rt. 61 N Phone #: 240 965-3254
 Latitude/Longitude: Shawnee, OH 43074
 Method: Pit ☒ Auger ☐ Probe 4 Bedroom



4 Dead Soil												
Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
		Munsell Color (hue, value, chroma)		Redoximorphic Features	Texture			Structure			Consistence	
		Matrix Color			Class	Approx. % Clay	Approx. % Fragments	Grade	Size	Type (shape)		
Horizon	Depth (inches)		Concentrations	Depletions								
Ap	0-8	10YR ³ / ₄			Sil	20	-	3	FINE	Gr	Fr	
Bt1	8-17	10YR ⁴ / ₄			SICL	35	-	2	F+M	sbh	Fi	
Bt2	17-31	7.5YR ⁵ / ₂	10YR ⁴ / ₄	35% 10YR ⁵ / ₂	CL	35	Few	2	M+Co	sbh	Fi	Common MN staining
BC	31-41	10YR ⁴ / ₄	10YR ⁵ / ₄	25% 10YR ⁵ / ₂	CL	35	Few	1	Co	sbh	Fi	
Cd	41-52	10YR ⁴ / ₄		25% 10YR ⁵ / ₂	SICL	30	Few	0		M	VFi	

Limiting Conditions	Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table	17	Perched on Glacial Till	Glaciated soil with slightly less clay in the subsoil than typical
Apparent Water Table			loading rates based on system installed
Highly Permeable Material			11 inches below the soil surface with an aerator
Bedrock	> 52		Basal loading rate of 0.6 gals/dal/ft ² (BOD < 3 mg/L)
Restrictive Layer	41	Glacial Till	linear loading rate of 2.2 gals/dal/ft

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3707-29-08.

ODH - December 2006

* The Designer and the Delaware General Health District will select the final loading rates used to design the sewage system

Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Delaware
 Township / Sec.: Concord
 Property Address/Location: Klondike Rd.

Land Use / Vegetation: Meadow
 Landform: Glaciated upland
 Position on Landform: Shoulder Slope
 Percent Slope: 4 to 6
 Shape of Slope: Convex

Applicant Name: United Country Real Estate and Auction Services and The Robert Weiler Co.
 Address: 24740
 Phone #: 740 965-1208 and 614 221-4286
 Lot #: 6
 Test Hole #: 1
 Latitude/Longitude:
 Method: Pit ☒ Auger ☐ Probe

Date: 4-2-16
 Evaluator: Harry Toines
Toines Soil Invest.
511 St. Rt. 61 N
Sunbury, OH 43074
4 Bedroom House

Certification Stamp or Certification #: 24740
 Signature: James A. Toines
 Phone #: 740 965-3254



Method: ☐ Pit ☒ Auger ☐ Probe

4 Bedroom house

Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
		Munsell Color (hue, value, chroma)		Redoximorphic Features	Texture			Structure			Consistence	
		Matrix Color						Grade	Size	Type (shape)		
Horizon	Depth (inches)		Concentrations	Depletions	Class	Approx. % Clay	Approx. % Fragments					
Ap	0-8	10YR ⁴ ₄			sil	25	—	3	F+VF	Gr	Fr	
Bt1	8-13	7.5YR ⁴ ₆			SICL	35	Few	2	F+M	sbk	Fi	
Bt2	18-35	7.5YR ⁴ ₆	10YR ⁵ ₁		sic	45	Few	2	M	sbk	Fi	
Bt3	35-44	7.5YR ⁴ ₄	10YR ⁵ ₄		SIC	40	Few	2	M+Co	sbk	Fi	
Bc	44-50	10YR ⁴ ₄	10YR ⁵ ₄		sicL	35	Few	1	Co	sbk	Fi	
cd	50-57	10YR ⁴ ₄		20YR ⁵ ₂ 10YR ⁵ ₂	SICL	30	Few	0		M	VFi	
Limiting Conditions		Depth to (in.)	Descriptive Notes		Remarks / Risk Factors:							
Perched Seasonal Water Table		50	Perched on Glacial Till		Glywood marginal to Marley soil							
Apparent Water Table					(11) Loading rates based on system installed 14 inches below the soil surface.							
Highly Permeable Material					Basal loading rate of 0.2 gals/dal/ft ² (BOD > 30)							
Bedrock		> 57			Linear loading rate of 3.2 gals/dal/ft ² (mg/L)							
Restrictive Layer		50	Glacial Till									

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

*The Designer and The Delaware General Health District will select the final loading rates used to design the sewage system.

Site and Soil Evaluation for Sewage Treatment and Dispersal



County: Delaware
 Township / Sec.: Concord
 Property Address/Location: Klondike Rd.

Land Use / Vegetation: Meadow
 Landform: Glaciated upland
 Position on Landform: shoulder slope
 Percent Slope: 3-5
 Shape of Slope: Convex + linear

Applicant Name: United Country Real Estate and Auction Services and The Robert Walter Co.

Address: 4-2-16
 Phone #: 740 965-1208 and 614 221-4206

Lot #: 0
 Test Hole #: 2

Latitude/Longitude: _____
 Method: ☐ Pit ☒ Auger ☐ Probe

Date: 4-2-16
 Evaluator: Harry Toines
Toines Soil Investig.
811 St. Rt. 61N
Sunbury, OH 43084
4 Bedroom House

Certification Stamp or Certification #: 24700
 Signature: William A Toines
 Phone #: 740 965-3254

4502 P200m 11005												
Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
		Munsell Color (hue, value, chroma)		Redoximorphic Features	Texture			Structure			Consistence	
		Matrix Color	Concentrations		Depletions	Class	Approx. % Clay	Approx. % Fragments	Grade	Size		
Horizon	Depth (inches)											
Ap	0-11	10YR 3 ³ / ₄			Sil	20	—	3	F+VF	Gr	Fr	
Bt1	11-16	10YR 4 ⁴ / ₄			SICK	30	—	2	F+M	SBh	Fr	
Bt2	16-29	7.5YR 4 ⁴ / ₆	10YR 4 ⁴ / ₂		SICK	35	5	2	F+M	SBh	Fi	
Bt3	29-46	10YR 4 ⁴ / ₄		20% 10YR 5 ⁵ / ₂	SICK	35	5	1	Co	SBh	Fi	Common MN Stains
C	46-57	10YR 3 ³ / ₃			L	25	—	0		M	Fr	Common MN Stains
Cd	57-62	10YR 4 ⁴ / ₄		20% 10YR 5 ⁵ / ₂	SICK	30	—	0		M	VF _i	

Limiting Conditions	Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table	29	Perched on Glacial Till	GLAYWOOD Soil
Apparent Water Table			Loading rates based on system installed 11 inches below the soil surface
Highly Permeable Material			Basal loading rate of 0.4 gals/day/ft ² (BOD 5)
Bedrock	>62		Linear loading rate of 2.4 gals/day/ft ² (mg/L)
Restrictive Layer	57	Glacial Till	

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

*The Designer and The Delaware General Health District will select the final loading rates used to design the sewage system.