



File No.: 19-22725

COMMITMENT FOR TITLE INSURANCE
Issued by
CHICAGO TITLE INSURANCE COMPANY
NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

Issued By: 

Authorized Signatory

Chicago Title Agency of Marion, Inc.
355 E Center St Ste 100
Marion, OH 43302
Tel: 740-382-0887
Fax: 740-383-1438

By: 

President

Attest: 

Secretary

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C276B35

72C276B35 ALTA Commitment For Title Insurance 08/01/2016 180 days
04/02/2018 C276B_OH

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - b. "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - d. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - h. "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the

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Commitment was first delivered to the Proposed Insured.

- d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
- f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- c. Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

File No.: 19-22725

1. Effective Date: February 13, 2019 at 12:00 AM

2. Policy or Policies to be issued:

a. Owner's Policy	ALTA Owners Policy (06/17/06)	Amount \$0.00
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Proposed Insured: TBD

b. Loan Policy		Amount \$0.00
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Proposed Insured: , its successors and/or assigns as their respective interests may appear.

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:

S & K Real Estate Holdings, LLC, an Ohio Limited Liability Company

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

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

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EXHIBIT A

Situated in the Townships of Pleasant and Richland, County of Marion and State of Ohio, and more particularly described as follows:

Being part of the Northeast Quarter of Section 1, Township 6 South, Range 15 East Pleasant Township, and part of the Northwest Quarter of Section 6, Township 6 South, Range 16 East, Richland Township, and being part of a 61.58 acre tract, part of a 12.32 acre tract and all of a 9.08 acre tract of land, now or formerly owned by Ronald A. Selter, O.R. 691, Page 467, Marion County, State of Ohio and being more particularly described as follows:

Commencing at a survey nail set over a found stone monument (O.D.O.T. 1947 and 1967), said point located at the intersection of the common Line between Section 1, Pleasant Township and Section 6, Richland Township with the East-West Half Section Line;

Thence along said East-West Half Section Line of Section 6 South 89 deg. 44 min. 01 sec. East for a distance of 267.10 feet to a survey nail set, said point being 6.00 ft. north of the centerline of State Route 529 (Marion-Cardington Road);

Thence North 00 deg. 59 min. 00 sec. East for a distance of 44.00 feet to an iron pin set at the South corner of hereinafter described 10.651 acre tract, said point being on the Limited Access Right-of-Way Line of U.S. Route 23 (passing over a State Highway Monument found at a distance of 34.00 feet) and the place of beginning.

Thence along said Limited Access Right-of-Way Line North 17 deg. 47 min. 46 sec. West for a distance of 661.60 feet to an iron in set;

Thence continuing along said Line North 06 deg. 47 min. 20 sec. West for a distance of 436.68 feet to an iron pin set on the common Line between Section 6, Richland Township and Section 1, Pleasant Township;

Thence continuing along said Limited Access Right-of-Way Line North 03 deg. 50 min. 49 sec. West for a distance of 297.92 feet to an iron pin set;

Thence continuing along said Right-of-Way Line North 00 deg. 39 min. 30 sec. East for a distance of 694.02 feet to an iron pin set;

Thence South 89 deg. 21 min. 47 sec. East for a distance of 301.07 feet to a 5/8 inch dia. iron pin found (passing over a 5/8 inch dia. iron pin found on the common Line between Section 1, Pleasant Township and Section 6, Richland Township at a distance of 24.68 feet);

Thence South 00 deg. 59 min. 00 sec. West for a distance of 2051.74 feet to an iron pin set (passing over a 5/8 inch dia. iron pin found at a distance of 43.14 feet) and the place of beginning.

Containing 0.466 acre, more or less, in Section 1, Pleasant Township, and 10.185 acres, more or less, in Section 6, Richland Township for a total conveyed acreage by this description of 10.651 acres, more or less, and subject to legal highways, easements, restrictions and agreements of record. This description prepared from a survey performed by Steven A. Fox, Registered Professional Surveyor 7000, and dated October 4, 2003.

All 5/8 inch dia. Iron pins set have a plastic identity cap with the inscription "Fox P.S. 7000."

Prior Deed O.R. 691, Page 467

Basis of bearings: State Highway Plans, MAR-23-7.57, centerline S.R. 529, North 89 deg. 59 min. 40 sec. West.

THIS PARCEL HAS NO ROAD FRONTAGE ALONG STATE ROUTE 529 OR ACCESS OF RECORD TO PUBLIC ROAD.

Premises also known as: 1798 Marion Cardington Rd, Marion, OH 43302

Permanent Parcel Nos.: 30-008000.3100 & 25-001000.2000

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B - SECTION I

File No.: 19-22725

The following are the requirements to be complied with:

1. Payment to or for the account of the persons entitled thereto of the full consideration for the estate or interest and mortgage thereon covered by said policy or policies of title insurance.
2. Instruments in insurable form creating the estate or interest and mortgage thereon to be insured which must be executed, delivered, and duly filed for record:
 - a. Warranty Deed from Gain-Back, LLC, an Ohio limited liability company, by successor in interest merger with S & K Real Estate Holdings, LLC, an Ohio Limited Liability Company to TBD.
3. Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.

NOTE: Approval must be obtained from the County Engineer's Office prior to the recording the above described instrument.

4. Payoff and full release of mortgage in , now held by and payment of the full consideration to, or for the account of the grantors or any other mortgagors should be made.
5. Payment of taxes, charges, and assessments levied and assessed against the subject premises, which are due and payable.
6. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
7. Receipt of proof of corporate status, limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/company/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolutions authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
8. Survey satisfactory to the Company be provided, if survey exceptions are to be deleted.
9. Location survey satisfactory to the Company be provided, if a survey exception endorsement is requested to be provided on the final lender's policy.
10. ALTA 8, EPL, and OH-21 Survey Exception and any other endorsements, if requested, to be added final lender's policy.
11. If a zoning endorsement is requested, the following is required: A letter from the appropriate governmental planning and zoning officials, and/or ALTA/ACSM survey setting forth items 2(b)(i-v) from the endorsement and surveyor's certification that there are not violations.

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SCHEDULE B

(Continued)

12. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further certification that there are no violations.
13. Satisfactory evidence, in a form acceptable to the Company, that all improvements and/or repairs or alterations thereto are completed, and that the contractor, subcontractor, labor and materialmen are paid in full.
14. Pursuant to 3953.32 of the Ohio Revised Code, any Closing Protection Coverage required for a real estate closing taking place on or after January 1, 2007, can be provided only upon an Ohio Department of Insurance approved and transaction specific form.

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CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B - SECTION II

File No.: 19-22725

Schedule B of 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. The following note is for informational purposes only:

The following deed affecting said land was recorded more than 12 months of the date of this report:

Grantor: Ronald A Seiter and Karen Seiter, his wife

Grantee: S & K Real Estate Holdings, LLC, an Ohio Limited Liability Company

Recorded: 03/25/2004

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SCHEDULE B - SECTION II

(Continued)

10. Warranty deed to Harold L Seiter and Dorothea J Seiter, that includes covenants regarding liquor, liquor establishments, etc., filed 09/04/1953 in Volume 312, Page 431, Recorder's Office, Marion County, Ohio.
11. Easement to State of Ohio for highway/channel purposes, that includes captioned, filed 12/26/1967 in Official Records Volume 434, Page 172, Recorder's Office, Marion County, Ohio (copy attached)
12. Easement to Dianne Johnson for drainage line, filed 12/05/1977 in Volume 541, Page 181, Recorder's Office, Marion County, Ohio.
13. Sanitary sewer easement to Board of County Commissioners for Marion County, Ohio, that includes captioned, filed 04/18/2001, Volume 544, Page 659, Recorder's Office, Marion County, Ohio (copy attached)
14. Easement agreement for ingress/egress between Vernon C Goyer and Janet L Goyer, husband and wife, and S & K Real Estate Holdings, LLC, which creates access to captioned premises through a 0.213 acre strip of land, filed 03/25/2004, in Volume 773, Page 37, Marion County Official Records (copy attached).
15. Taxes as to 0.466 acres, Parcel Number 25-001000.2000, (Valuations of land \$260.00, total \$260.00), for the year 2018, in the amount of \$3.04, of which the first half in the amount of \$1.52, are paid; taxes for the last half in the amount of \$1.52, are paid.

Taxes as to 0.466 acres, Parcel Number 25-001000.2000, for the year 2019, amount undetermined, are a lien, but they are not yet due and payable.

Special taxes and assessment of any kind, if any.

Additions if any, which may hereafter be made by legally constituted authorities.

SOURCE OF TITLE: OFFICIAL RECORD VOLUME 773, PAGE 34.

16. Taxes as to 10.185 acres, Parcel Number 30-008000.3100, (Valuations of land \$68,630.00, total \$759,940.00), for the year 2018, in the amount of \$12,952.36, of which the first half in the amount of \$6,476.18, are paid; taxes for the last half in the amount of \$6,476.18, are paid.

Taxes as to 10.185 acres, Parcel Number 30-008000.3100., for the year 2019, amount undetermined, are a lien, but they are not yet due and payable.

Special taxes and assessment of any kind, if any.

Additions if any, which may hereafter be made by legally constituted authorities.

SOURCE OF TITLE: OFFICIAL RECORD VOLUME 773, PAGE 34.

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1967 DEC 14 AM 9:32
MARGARET H. CLARK
State of Ohio
Marion County
true copy
this Entry
Margaret
Court by
I hereby certify
that this is a
Journal
in my office
1967
County Clerk
Ready

IN THE COURT OF COMMON PLEAS OF MARION COUNTY, OHIO

IN THE MATTER OF THE APPROPRIATION BY)
THE STATE OF OHIO OF EASEMENTS FOR)
HAROLD L. SEITER, ET AL., AND THE) NO. 38540
APPROPRIATION BY THE STATE OF OHIO OF)
THE FEE FOR HIGHWAY PURPOSES OF THE)
LANDS OF HAROLD L. SEITER, ET AL., ON)
ROUTE NO. U.S. 23, SECTION 7.57,)
MARION COUNTY, OHIO.) JOURNAL ENTRY ON JURY VERDICT

This cause came on duly to be heard for the determination of compensation of land taken and assessment of damages to the residue. Thereupon, a jury was impanelled and sworn; and such issues as to compensation and damages were duly submitted to said jury. Thereupon, after due deliberation, said jury returned a verdict of Eighteen Thousand Six Hundred and Thirty Dollars (\$18,630.00) as compensation for land taken, and Thirty-One Thousand Dollars (\$31,000.00) as damages to the residue, including limitation of access, such verdict thus being for the total sum of Forty-Nine Thousand Six Hundred and Thirty Dollars (\$49,630.00).

It is therefore ordered, adjudged and decreed that the said proceedings be and the same are hereby approved and confirmed by the Court and that the Director of Highways of the State of Ohio shall deposit with this Court a sum sufficient, to-wit: Twenty Thousand and Thirty Dollars (\$20,030.00) with interest from the 11th day of September, 1967, in the sum of Four Hundred Eighty-Eight Dollars and Seventy-Three Cents (\$488.73), or a total of Twenty Thousand Five Hundred Eighteen Dollars and Seventy-Three Cents (\$20,518.73), which when added to the original deposit herein, to-wit: Twenty-Nine Thousand Six Hundred Dollars (\$29,600.00) will equal the sum of Fifty Thousand One Hundred Eighteen Dollars and Seventy-Three Cents (\$50,118.73), which shall be held by the Clerk for the landowners herein as their interests may appear in an order for distribution to be made upon the final determination of this cause.

Further in conformity with these proceedings, it is ordered, adjudged and decreed that the easements and fee simple title for highway purposes over and upon the premises described in the resolution and finding as Parcel No. 54WL (HIGHWAY), Parcel No. 54-X (CHANNEL), Parcel No. 54-Y1 (CHANNEL) and Parcel No. 54-Y2 (CHANNEL), the same being located and more particularly described as follows:

Journal Entry on Jury Verdict
Marion County, Ohio
Harold L. Seiter, et al.
Parcels Nos. 54-WL, 54-X, 54-Y1 and 54-Y2

In Sections 6 and 1, Town 6 South, Range 16 East and 15 East, Richland and Pleasant Townships, Marion County, Ohio, lying on the left and right sides of the centerlines of surveys made by the Department of Highways, and recorded in the records of Marion County, Ohio, and being more fully described as follows:

PARCEL NO. 54-WL (HIGHWAY)
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE IN THE FOLLOWING
DESCRIBED PROPERTY

Beginning at a stone monument marking the intersection of the east-west half section line through Section 1 of Pleasant Township with the Pleasant-Richland Township Line, said point being 122.08 feet right of Station 415 plus 96.61 of proposed U. S. Route 23, the same point being 7.22 feet left of Station 149 plus 74.73 of State Route 529; thence with the owners' south line and the half section line, South 89 degrees 57 minutes 51 seconds West, 886.73 feet, passing Station 415 plus 95.09 of U. S. Route 23 at 122.09 feet to a point 6.58 feet left of State Route 529 Station 140 plus 88.00; thence with a new line North 0 degree 0 minutes 20 seconds East, 43.42 feet passing the north line of State Route 529 at 30.00 feet, to a point 50.00 feet left of State Route 529 Station 140 plus 88.00; thence North 87 degrees 02 minutes 49 seconds East, 387.52 feet, to a point 70.00 feet left of State Route 529 Station 144 plus 75.00, said point also being 378.33 feet left of proposed U. S. Route 23 Station 416 plus 53.70; thence North 19 degrees 12 minutes 34 seconds East, 576.24 feet to a point 195.00 feet left of Station 428 plus 50.00; thence North 0 degree 39 minutes 30 seconds East, 250.00 feet to a point 140.00 feet left of Station 431 plus 00.00; thence North 4 degrees 56 minutes 51 seconds East, 200.56 feet to a point 125.00 feet left of Station 433 plus 00.00; thence North 0 degree 39 minutes 30 seconds East, 310.00 feet to a point 125.00 feet left of Station 436 plus 10.00; thence north 89 degrees 20 minutes 30 seconds West, 45 feet to a point 170.00 feet left of Station 436 plus 10.00; thence North 0 degree 39 minutes 30 seconds East, 83.91 feet to a point in owners' north line 170.00 feet left of Station 436 plus 93.92; thence with owners' north line South 89 degrees 21 minutes 47 seconds East, 270.00 feet, passing Station 436 plus 93.99 at 170.00 feet to a point 100.00 feet right of Station 436 plus 94.02, the same point bearing North 89 degrees 21 minutes 47 seconds West, 301.34 feet from owners' northeast corner; thence with a new line South 0 degree 39 minutes 30 seconds West, 694.02 feet to a point 100.00 feet right of Station 430 plus 00.00; thence South 3 degrees 50 minutes 49 seconds East, 297.92 feet to a point in the Pleasant Richland Township Line 123.40 feet right of Station 427 plus 03.00; thence with a new line South 6 degrees 47 minutes 20 seconds East 436.68 feet to a point 180.00 feet right of Station 422 plus 70.00; thence South 17 degrees 47 minutes 48 seconds East, 661.58 feet to a point in the owners' east line, said point being 389.43 feet right of U. S. Route 23 Station 416 plus 42.44 and 50.00 feet left of State Route 529 Station 152 plus 42.58; thence with the owners' east line South 0 degree 59 minutes 28 seconds West, 44.00 feet, passing the north line of State Route 529 at 10.00 feet to the owners' southeast corner, said corner being in the east-west half section line of Section 6 in Richland Township 6.00 feet left of State Route 529 Station 152 plus 41.83; thence with owners' south line and the half section line North 89 degrees 44 minutes 01 second West, 267.10 feet to the point of beginning, containing 16.838 acres, more or less, exclusive of the present road which occupies 1.258 acres, more or less.

Owners claim title by instrument of record in Deed Book 312, Page 431, County Recorder's Office.

Together with all rights or easements of access to or from said limited access highway, from or to the land of said persons abutting upon that portion of said limited access highway, between the following points:

Journal Entry on Jury Verdict

Marion County, Ohio

Harold L. Seiter, et al.

Parcels Nos. 54-WL, 54-X, 54-Y1 and 54-Y2

From a point 50 feet left of centerline Station 140 plus 88 (State Route 529) to a point 170 feet left of centerline Station 436 plus 93.92 U. S. 23 and a point 389.43 feet right of centerline Station 416 plus 42.44 (U. S. 23) to a point 100 feet right of centerline Station 436 plus 94.02 (U. S. 23) as shown by the plans of said improvement herein referred to. Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey.

PARCEL NO. 54-X (CHANNEL)
THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL

Beginning at point of intersection of the north limited access line of State Route 529 and the west limited access line of U. S. Route 23, said point being 378.33 feet left of U. S. Route 23 Station 416 plus 53.70 and 70.00 feet left of Station Route 529 Station 144 plus 75.00; thence with the north limited access line of State Route 529 South 87 degrees 02 minutes 49 seconds West, 142.63 feet, to a point 62.64 feet left of State Route 529 Station 143 plus 32.56; thence north 2 degrees 20 minutes 34 seconds East, 427.72 feet to a point 490.00 feet left of State Route 529 Station 143 plus 50.00; thence South 89 degrees 59 minutes 40 seconds East, 75.00 feet to a point 490.00 feet left of State Route 529 Station 144 plus 25.00; thence South 17 degrees 32 minutes 53 seconds East 309.76 feet to a point in the west limited access line of U. S. Route 23, said point being 336.33 feet left of U. S. Route 23 Station 417 plus 78.85 and 194.67 feet left of State Route 529 Station 145 plus 18.43; thence with the west limited access line of U. S. Route 23, South 19 degrees 12 minutes 34 seconds West 132.01 feet to the point of beginning, containing 1.340 acres, more or less.

Owners claim title by instrument of record in Deed Book 312, Page 431, County Recorder's Office.

PARCEL NO. 54-Y1 (CHANNEL)
THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL

Beginning at a point 124.58 feet right of Station 436 plus 94.03 of U. S. Route 23, the same point being the intersection of owners' north line with the east line of Section 1 in Pleasant Township and the west line of Section 6 in Richland Township; thence with owners' north line, South 89 degrees 21 minutes 47 seconds East, 50.42 feet to a point 175.00 feet right of Station 436 plus 94.04; thence South 3 degrees 38 minutes 20 seconds West, 992.39 feet to a point 123.40 feet right of Station 427 plus 03.00, the same point being also on the Pleasant-Richland Township line and the east line of U. S. Route 23; thence with the east line of U. S. Route 23, North 3 degrees 50 minutes 49 seconds West, 297.92 feet to a point 100.00 feet right of Station 430 plus 00.00; thence North 0 degree 39 minutes 30 seconds East, 694.02 feet to a point in owners' north line 100.00 feet right of Station 436 plus 94.02; thence with owners' north line and the east line of U. S. Route 23, South 89 degrees 21 minutes 47 seconds East, 24.58 feet to the point of beginning, containing 1.040 acres, more or less.

Owners claim title by instrument of record in Deed Book 312, Page 431, County Recorder's Office.

PARCEL NO. 54-Y2 (CHANNEL)
THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL

Beginning at a point in owners' north line and the west line of proposed U. S. Route 23, said point being 170.00 feet left of Station

Journal Entry on Jury Verdict

Marion County, Ohio

Harold L. Seiter, et al.

Parcels Nos. 54-1, 54-X, 54-Y1 and 54-Y2.

436 plus 93.92 of U. S. Route 23, the same point being 39.90 feet left of Station 13 plus 30.00 of the survey line for the proposed Ditch to Grave Creek; thence with the west line of U. S. Route 23, South 0 degree 39 minutes 30 seconds West, 83.91 feet, passing Station 13 plus 30.00 at 39.90 feet to a point 44.01 feet right of Station 13 plus 30.00, the same point being 170.00 feet left of Station 436 plus 10.00 of U. S. Route 23; thence leaving the west line of U. S. Route 23, North 89 degrees 20 minutes 04 seconds West, 130.00 feet to a point 44.00 feet right of Station 12 plus 60.00; thence North 88 degrees 12 minutes 00 seconds West, 674.87 feet to a point in the center of Grave Creek and owners' west line, the same point being 30.61 feet right of Station 5 plus 25.27; thence with the center of Grave Creek, North 28 degrees 20 minutes 00 seconds West, 78.77 feet, passing Station 5 plus 08.30 at 35.00 feet, to a point 38.23 feet left of Station 4 plus 87.09, the same point being a northwest corner of owners'; thence with owners' north line, South 89 degrees 26 minutes 50 seconds East, 842.91 feet to the point of beginning, containing 1.462 acres, more or less.

Owners claim title by instrument of record in Deed Book 312, Page 431, County Recorder's Office,

be and the same hereby are duly vested in the State of Ohio, free and clear of all claims of the owners of said lands and persons having an interest therein, to-wit:

Harold L. Seiter

Dorothea J. Seiter

Treasurer of Marion County, Ohio

Auditor of Marion County, Ohio.

It is further ordered that the Director of Highways of the State of Ohio pay all court costs herein accrued and that a record be made of these proceedings according to law.

William B. Saxbe /s/
William B. Saxbe - Attorney General

Harold B. Talbott /s/
Harold B. Talbott
Assistant Attorney General

Ralph C. Godwin /s/
Ralph C. Godwin
Assistant Attorney General

Clyde E. Lewis and Carhart & Stout /s/
Clyde E. Lewis and
Carhart and Stout
Attorneys for Appellants

Paul D. Smith
JUDGE

TRANSFERRED December 15 1967
Mary E. Furness /w/H
MARION COUNTY AUDITOR, MARION, OHIO

78346 ✓

State of Ohio, County of Marion. Received for record on the 26th day of Dec. 1967 at 1:05 o'clock P.M. and recorded Jan 2 1968 in Book Record, Vol. 434, Page 172. Arthur L. Watt Recorder. Fee 4.00



MARION COUNTY RECORDER
Mary Jo Osmun
222 West Center Street
Marion, Oh 43302
(740) 223-4100

File Number : **2004-00002990**

Book : **773**

Page : **37**



Doc ID - 001362110008

On (Recorded Date) : **3/25/2004**
At (Recorded Time) : **3:59:38 PM**

Recording Pages : **8**

Recording Fee : **\$68.00**
(Fee Excludes Cover Page)

MARION County Recording Page

Please keep this Cover Page with the Original Document

Use this Book and Page number for all future references

Index Type : **OFFICIAL RECORDS**

Instrument Type : **Easement Or Right-Of-Way**

First INDEXED NAME

GOYER, VERNON C

First OTHER NAME

S & K REAL ESTATE HOLDINGS L L C

Received From :
CHICAGO TITLE

Return To :
CHICAGO TITLE
MARION, OH 43302

The attached document including this Cover Page was recorded in the County Recorder's office of
MARION County, Ohio

**EASEMENT AGREEMENT
(Ingress and Egress)**

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into by and between VERNON C. GOYER and JANET L. GOYER, husband and wife (hereinafter "Goyer"), and S & K REAL ESTATE HOLDINGS, LLC, an Ohio Limited Liability Company (hereinafter "S & K"), effective this 16th day of March, 2004.

RECITALS:

- A. S & K is or will be the owner of real estate consisting of 10.185 acres, more or less, located in the Township of Richland, County of Marion, and State of Ohio, which is described in Official Records Volume 773, Page 34, Recorder's Office, Marion County, Ohio, and is known herein as "Parcel I".
- B. Goyer is the owner of real estate, consisting of 53.724 acres, more or less, located in the Township of Richland, County of Marion, and State of Ohio, which is described in Official Record Volume 251, Page 806, Recorder's Office, Marion County, Ohio, and is known herein as "Parcel II".
- C. S & K is desirous of obtaining an easement for ingress and egress over a portion of Parcel II, said easement consisting of approximately 0.213 acres. Goyer is willing to grant this easement with the understanding that Goyer will still be able to develop its land in a manner if/ desires while still preserving and accommodating the easement interest of S & K.
- D. S & K is desirous of obtaining and using the easement for ingress and egress for the benefit of Parcel I, which shall become effective upon the filing of a deed of record showing fee simple title for Parcel I in the name of S & K.
- E. Both parties desire to create this Easement Agreement for the benefit of each for the purposes contemplated herein.

WITNESSETH:

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Creation of Easement.** Goyer hereby grants, sells and conveys to S & K, its successors and assigns, for the benefit of Parcel I, a permanent, and exclusive easement and right-of-way upon, over and across the Easement Area that is located within Parcel II described and shown herein in "Exhibit A", consisting of 0.213 acres, attached hereto, (the "Easement Area") for the purpose of and upon the terms and conditions hereafter set forth, while continuing to reserve for themselves, their heirs, successors and assigns, for the benefit of Parcel II, a right to use the Easement Area as a way of access for farm machinery to the lands owned by Goyer.

The Easement Area shall be used by S & K for pedestrian and vehicle ingress and egress over the Easement Area. Furthermore, the Easement Area shall be subject to the rights of both S & K and Goyer to jointly dedicate all or a portion of the Easement Area for public use. Both parties agree to cooperate and execute all documents necessary to effect any dedication of the Easement Area that do not eliminate access rights to Parcel I. In the event that a dedication of Easement Area occurs that provides direct access for Parcel I to a public right-of-way, which is satisfactory to S & K, this Agreement shall terminate upon the execution of a termination agreement by the parties herein or their successors in interest.

2. **Rights and Limitations.** No party hereto, or subsequent owners taking title to the parcels governed herein, or portions thereof, shall unreasonably interfere with rights granted or retained by this Agreement.

Goyer shall continue to enjoy use of the surface of the Easement Area for the purpose of using the Easement Area as an access point for farm machinery to Parcel II, which shall not unreasonably interfere with the rights and benefits of S & K.

The rights and privileges herein granted shall be used by the parties hereto only for the purpose of providing pedestrian and vehicle ingress and egress for Parcel I between State Route 529 (Marion-Cardington Road), and farm machinery access to Parcel II. No party shall permit parking of vehicles within the Easement Area, except by the agreement of the parties.

The easements, rights and privileges granted hereunder, while perpetual (subject only to possible future dedication), are exclusive and S & K and Goyer however, each reserves and retains the right to convey, within the Easement Area, rights and easements to any necessary utility service, governmental agency, or quasi-governmental utility provider, for the benefit of Parcel I or Parcel II, provided that such grants or other rights of easement do not unreasonably interfere with the rights and benefits intended to be provided under this Agreement. In order to effect legal transfer of any such rights or easements each party hereto for themselves and their heirs, successors and assigns designates the other party, their heirs, successors and assigns as attorney-in-fact for the other party for the limited purpose of executing any necessary agreements for conveyance of such rights or easements.

3. **Construction, Maintenance and Repair.** It is understood that at the present time no improvements exist within the Easement Area. At such time in the future when S & K decides to improve the Easement Area, S & K at its sole expense shall be entitled to construct an ingress and egress driveway on Parcel II, within the Easement Area, to serve Parcel I. S & K shall be solely responsible for determining the type of driveway to be constructed, obtaining all permits necessary for its construction, and payment of all fees and costs for the driveway's design, materials used, and construction labor. S & K shall be permitted to construct landscape features in the Easement Area that complement the driveway area and enhance the appearance of Parcel I. In the Easement Area S & K shall be permitted to construct a sign identifying the name and location entrance for Parcel I and also place a mailbox in an appropriate location for the benefit of Parcel I. The grade elevation of the driveway shall be designed in a manner that shall prevent storm water flooding on to Parcel II. S & K, its successors and assigns shall be responsible for all subsequent construction, maintenance and repair of any driveway constructed within the Easement Area. Unless otherwise agreed to by the parties, Goyer shall not have any responsibility for the payment of any monetary costs, assessments, dues, or other expenses relating to the construction, improvement, maintenance, and repair of the Easement Area.

4. **Relocation and Access.** No party hereto shall have the right, without the prior written consent of the other, to relocate the Easement Area or its improvements thereon as described herein except for those purposes set forth herein. Any party whose driveway access to the Easement Area is impeded by obstructions, such as fences, trees, or vegetation shall have the right to remove that portion of the obstruction as reasonably necessary to access the Easement Area.

5. **Fence Row Clean-Up.** As a part of the consideration for the granting of this easement by Goyer, S & K agrees to remove the fence and debris presently existing between the approximate 1,800 feet common boundary line between S & K's east property line and Goyers' west property line. Thereafter, S & K shall grade the area along the common boundary line. This work activity shall be completed within 180 days of the effective date of this Agreement.

6. **Default: Arbitration.** Should any party fail to perform any covenant, undertaking or obligation arising under this Agreement, the non-defaulting parties shall provide written notice thereof to the defaulting party and such default shall be cured within sixty (60) days from the date of the receipt of such notice; provided, however, if the nature of the default is such that it cannot be cured within sixty (60) days, the defaulting party shall have a longer period of time to cure the same as may be necessary provided that the defaulting party uses all reasonable efforts to immediately commence the curing of the same and diligently pursues the curing of the same to completion. If the alleged defaulting party disputes that it is in default of their obligations hereunder or disputes the rights asserted by the other parties, the alleged defaulting party may, within the sixty (60) day period noted above but prior to any court action being taken by any party, seek arbitration, as provided for in the succeeding paragraph, by written notice to the non-alleged defaulting party.

If there is a dispute with respect to the parties' rights and obligations under this instrument, and if such dispute cannot be mutually resolved by good faith efforts of the parties, then such dispute shall be resolved by arbitration proceedings in accordance with the rules and regulations of the American Arbitration Association as then currently applied and enforced in the State of Ohio. Such proceedings shall be held in Marion County, Ohio. The cost and expenses associated with such proceedings, along with any attorney fees, shall be borne by the party most adversely affected by the arbitrator's decision. The decision of the arbitrator(s) shall be final and binding upon the parties.

7. **Representations and Warranties.** Goyer and S & K each warrants and shall warrant that each has the full power and authority to enter into this Agreement, and to the extent Goyer is the owner in fee simple of the Easement Area, that Goyer has good and indefeasible fee simple title to the Easement Area, free and clear of all liens and encumbrances except those of record on the date hereof and agrees to forever defend the above-described easements and rights unto each of the other parties against every person or entity claiming adversely thereto.

8. **Indemnification and Insurance.** Each party hereto, in consideration of the grant of the easement, agrees and shall indemnify and hold every other party hereto harmless from any and against any loss, liability, damage, cost or expense paid, incurred or suffered by any party as a result of its acts, omissions or neglect, or their employees, contractors, consultants, agents or tenants in connection with the exercise of any rights or obligations granted under or required by this instrument causing or resulting in damages, injury or death to persons or property, including the real or personal property of any party hereto, and at the request of any party hereto, shall defend any actions brought with respect thereto.

The parties agree that, with respect to the indemnification set forth above, that each shall be responsible for its own negligent acts and omissions and to the extent possible, where each party has been negligent, each part shall have the right to seek contribution from or reduce their obligations under such indemnification consistent with the provisions of comparative negligence now or hereinafter enforced in the State of Ohio.

Each party hereto shall carry general liability insurance that covers liability for the Easement Area, provided that each party's requirements hereunder shall commence only at such time as it, its successors or assigns commence improvements within the Easement Area.

9. **Miscellaneous.**

(a) The easement granted herein is for the benefit of each party's premises and shall be deemed to run with the land. Except to the extent limited by this instrument, the benefits, rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties named herein and their successors and assigns.

(b) Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the provisions contained herein, nor any acts of the parties, shall be deemed to create any relationship other than that of grantors of an easement, nor cause any party to be responsible in any way for the acts, debts or obligations of any other party hereto.

(c) Any notice, demand or communication required or permitted to be given under this instrument or by law shall be deemed to have been given if it is written and delivered in person, or mailed by Registered or Certified Mail, postage prepaid, or by express mail (such as Federal Express) or by telecopier or any other means for transmitting a written communication to the party who is to receive such notice, at the tax mailing address as shown on the Marion County Treasure's tax duplicate. When mailed, the notice shall be deemed to have been given or delivered as of the third day after it was mailed. Otherwise, notice shall be deemed to have been given or delivered on receipt of the same.

(d) This instrument shall be governed, construed and enforced in accordance with the laws of the State of Ohio.

Executed this 16 day of March, 2004.

GRANTOR:

Vernon C. Goyer
Vernon C. Goyer

Janet L. Goyer
Janet L. Goyer

GRANTEE:

S & K REAL ESTATE HOLDINGS, LLC

By J. King McNamara
J. King McNamara, President & Member

STATE OF OHIO, COUNTY OF MARION, SS:

The foregoing instrument was acknowledged before me this 16 day of March, 2004, by VERNON C. GOYER and JANET L. GOYER, husband and wife, who acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

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



CONNIE L. FLAVELL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES NOVEMBER 28, 2008

Connie L. Flavell
Notary Public

STATE OF OHIO, COUNTY OF MARION, SS:

The foregoing instrument was acknowledged before me this 16 day of March, 2004, S & K REAL ESTATE HOLDINGS, LLC, an Ohio Limited Liability Company, J. King McNamara, the duly authorized President and Member thereof, and acknowledged the signing of the same to be its voluntary act and deed, for the uses and purposes therein mentioned.

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



CONNIE L. FLAVELL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES NOVEMBER 28, 2008

Connie L. Flavell
Notary Public

Transfer Not Necessary
PER 319.202 R.C.

MAR 25 2004
Joseph P. Campbell, JR.
JOSEPH P. CAMPBELL
AUDITOR, Marion County, Ohio

This instrument prepared by Kevin R. Hall, Attorney at Law
355 East Center Street, Marion, Ohio 43302

**EXHIBIT "A"****FOX SURVEYING COMPANY**

106 S. Elm Street
P.O. Box 133

Prospect, Ohio 43342

Phone (740) 494-2028
Fax (740) 494-2730

Description of Ingress-Egress Driveway Easement
0.213 Acre

Being part of the Northwest Quarter of Section 6, Township 6 South, Range 16 East, and being part of a 53.724 acre tract of land, now or formerly owned by Vernon C. & Janet L. Goyer, O.R. 251, page 806, Richland Township, Marion County, State of Ohio and being more particularly described as follows:

Commencing at a survey nail set over a found stone monument (O.D.O.T. 1947 and 1967), said point located at the intersection of the common Line between Section 1, Pleasant Township, and Section 6, Richland Township with the East-West Half Section Line;

Thence along said East-West Half Section Line of Section 6 South 89 deg. 44 min. 01 sec. East for a distance of 625.28 feet to a point, said point being 4.37 feet left of an existing monument box assembly on the centerline of State Route 529 at Hwy. Sta. 156 + 00, said point also being the Southwest corner of hereinafter described 0.213 acre easement (passing over a survey nail set at a distance of 267.10 feet) and the point of beginning.

Thence North 00 deg. 00 min. 20 sec. East for a distance of 45.63 feet to a point;

Thence North 89 deg. 59 min. 40 sec. West for a distance of 357.43 feet to an iron pin set;

Thence North 00 deg. 59 min. 00 sec. East for a distance of 60.00 feet to a point;

Thence South 89 deg. 59 min. 40 sec. East for a distance of 20.00 feet to a point;

Thence South 00 deg. 59 min. 00 sec. West for a distance of 40.00 feet to a point;

Thence South 89 deg. 59 min. 40 sec. East for a distance of 357.09 feet to a point;

Thence South 00 deg. 00 min. 20 sec. West for a distance of 65.72 feet to a point;

Thence North 89 deg. 44 min. 01 sec. West for a distance of 20.00 feet and the place of beginning.

Containing 0.213 acre, more or less. This description prepared from a survey performed by Steven A. Fox, Registered Professional Surveyor 7000, and dated October 4, 2003, revised March 10, 2004. All 5/8 inch dia. iron pins set have a plastic identity cap with the inscription "Fox P.S. 7000."

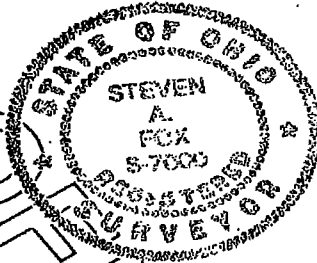
This easement to grant ingress-egress to the 10.651 acre tract immediately adjoining Grantors property to the West.

EXHIBIT "A"

Prior Deed, O.R. 251, 806

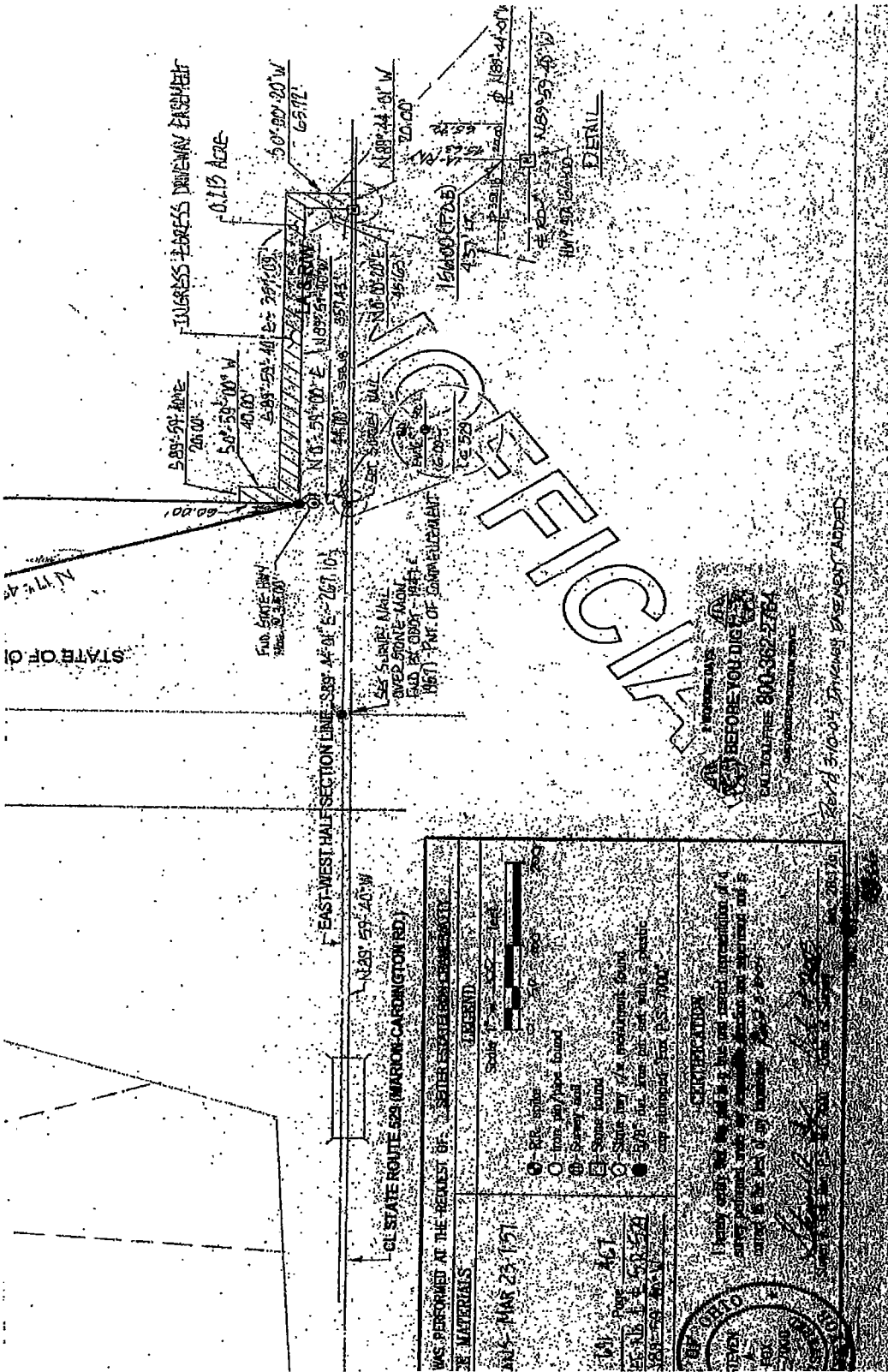
Basis of bearings, State Hwy. Plans, MAR 23-7.57, centerline S.R. 529, North 89 deg. 59 min. 40 sec. West


Steven A. Fox, P.S. 7000



10/4/2003
Date of Survey
Job No. 0366
Revised 3/10/2004

UNOFFICIAL COPY



0.213. Easement that adjoins 10.651 acres owned by S & K Real Estate Holdings, LLC. Survey on file with Marion County Engineer's Office.

2001-04023

Transfer Not Necessary

PER 319.202 R.C.

Marion County, Ohio
Recorded 04/18/2001 at 10:23:24
No: 2001-00004023 1 of 9 Pgs
Fee Amt: .00
JoAnne M. Schmidt, Recorder

S-H
S-D

APR 17 2001

Michele A. Pearson
MICHELE A. PEARSON
AUDITOR, Marion County, Ohio

SANITARY SEWER EASEMENT Book
(0.358 acre - (Permanent))

544 Page **659**

BO
MA
MA

Harold L. & Dorothea J. Seiter, husband and wife ("Grantor," whether one or more), of 1995 Richland Road, Marion, Marion County, Ohio for valuable consideration paid, grants with general warranty covenants, to the Board of County Commissioners for Marion County, Ohio a political subdivision of the State of Ohio ("Grantee"), whose tax mailing address is 100 N. Main Street, Marion, Ohio, a permanent easement to construct, maintain, operate, tap into, repair, replace and/or remove a sanitary sewer line across and through the following described real property:

[See attached Exhibit A for legal description, attached Exhibit B for the description of the permanent Easement area and attached Exhibit C for the survey map of the Easement area; see attached Exhibit D for other terms]

This Easement is granted subject to the following terms and conditions:

1. **Other Consistent Uses.** Grantor and his successors-in-interest and assigns reserve the right to use the Easement Area for purposes not inconsistent with rights granted by this Easement.

2. **Indemnification; Restoration of Property.** Grantee by its acceptance of this Easement shall indemnify, defend and hold Grantor harmless against any claims, damages, losses or expenses, arising as a result of Grantee's exercise of the rights granted by this Easement, but excepting any claims, damages, losses or expenses caused by the negligence or wrongful actions of Grantor or Grantor's agents, employees or contractors, or others for whom Grantor is responsible.

If any damage to Grantor's property is caused by Grantee's exercise of its rights under this Easement, Grantee, at its expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage.

3. **Building Restriction.** No buildings or other structures shall be constructed in the Easement Area by Grantor or his successors-in-interest, nor shall Grantor cause any excavating or filling to be done within the Easement area without the prior written approval of

the Grantee's agent, namely the County Sanitary Engineer, which written approval shall be granted if, in the reasonable judgment of Grantee and/or its agent, such excavation or filling would not impair Grantee's exercise of the rights granted by this Easement of its ability to maintain its utility facilities. Grantor and his successors-in-interest reserve the right, however, to construct driveways or sidewalks across the Easement Area.

4. **Relocation.** Upon reasonable request from Grantor or his successors-in-interest, Grantee will agree to amend this easement to allow for a relocation of the sanitary sewer line and easement, provided that said relocated sewer line is constructed at Grantor's cost and provided that said relocation won't adversely impact the operation of the sanitary sewer system for the South Sewer Expansion area.

5. **Title.** Grantor covenants with Grantee that Grantor is the owner of the Easement Area described above and has full power to convey the rights conveyed by this Easement. Grantor warrants and will defend the same against the claims of all persons, subject, however, to (a) all legal highways, (b) easements, covenants and restrictions of record, (c) real estate taxes and assessments not yet due and payable and (d) zoning, building and other applicable law, codes and regulations.

Prior Deed Reference: D.B. Vol. 312, P. 431

Harold L. & Dorotha J. Seiter, husband and wife, hereby release all rights of dower in the above-described permanent Easement area.

Witness the execution hereof by Harold L. Seiter and Dorotha J. Seiter, this 31 day of Aug, 1999.

Signed and acknowledged
in presence of:

Ann E. Lynn

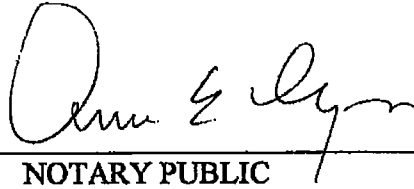
Harold L. Seiter
HAROLD L. SEITER

Roger H. Dutilleul

Dorotha J. Seiter
DOROTHA J. SEITER

State of Ohio)
County of Marion) ss.

The foregoing instrument was signed and acknowledged before me this 31 day of Aug., 1999 by Harold L. Seiter and Dorothea J. Seiter, husband and wife.


NOTARY PUBLIC

ANNA E. LYON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DEC. 30, 2003



This Instrument Prepared By:
Susan M. Bruder (#0008014)
Assistant Prosecuting Attorney

b041599.c02

3792
Warranty Deed

ROY H. SEITER, a married person,

TO
HAROLD L. SEITER and DOROTHA J. SEITER.

Witnessed this 4th day of 1952.

M.C. Seiter
COUNTY CLERK

STATE OF OHIO

COUNTY OF MARION

RECEIVED FOR RECORD ON THE

4th day of 1952

DEED BOOK 312 PAGE 431

RECORDERS FEE \$ 2.18

WILHELM & ROBINSON

104 EAST COMMERCE STREET

MARION, OHIO

WARRANTY DEED

Know all Men by these Presents

Grant Roy H. Seiter, a married person,

of the Township of Pleasant, County of Marion
and State of Ohio Grantor, in consideration of the sum of
One Dollar (\$1.00) and Other Valuable Considerations
to him paid by Harold L. Seiter and Dorothea J. Seiter,
(R. F. D. #5, Marion, Ohio)

of the Township of Pleasant, County of Marion
and State of Ohio Grantee, the receipt whereof is hereby
acknowledged, do hereby grant, bargain, sell and convey to the said
Grantee a Harold L. Seiter and Dorothea J. Seiter,

their heirs and assigns forever, the
following Real Estate situated in the County of Marion
in the State of Ohio and in the Townships of
Pleasant and Highland and bounded and described as follows:

Known as Seventy-nine and one-half (79 1/2) acres off of the south end of the
North East quarter of Section One (1) Township Six (6) South, Range Fifteen (15) East,
in said Pleasant Township, Marion County, Ohio.
ALSO, 15 1/2 acres off of the west side of the North West Quarter of Section Six
(6) Township Six (6) South, Range Sixteen (16) East, Highland Township, Marion County,
Ohio, excepting from said tract a certain tract of 3.52 acres off of the north end
thereof conveyed by David O. Cope and wife to Harry A. Jauchner et al., by deed recorded
in Volume 165, on Page 444, Deed Records, Marion County, Ohio; leaving in the tract
hereby conveyed 11.98 acres of land, more or less.
ALSO THE FOLLOWING, to-wit: Being a part of the north half of the North East
Quarter of Section 1, Township 6 South, Range 15 East, in Pleasant Township, Marion
County, Ohio, and bounded and described as follows:
Commencing at the north east corner of said Section 1; Township 6 South,
Range 15 East; thence south on the township line a distance of 550 feet to a point in
said township line and place of beginning; thence west to the center line of a certain
creek; thence southwardly along the center of said creek; and with the meanders thereof
to the south line of the north half of the northeast quarter of said Section 1; thence
east to the southeast corner of the north half of the northeast quarter of Section 1;
thence north along the township line a distance of 770 feet to the place of beginning,
estimated to contain sixteen and 52/100 acres more or less.
The amount of land conveyed by this deed aggregates one hundred and eight (108)
acres, more or less, but subject to all legal highways.

In accepting this conveyance it is a part of the consideration therefor, the
Grantee, for themselves and their heirs and assigns, covenant with the Grantor, that
the said Grantee, their heirs and assigns, will not sell or allow to be sold on any
part of the land conveyed herein, any liquor, whether spirituous, vinous or fermented,
or use any part of said lands or buildings thereon or permit any part of said lands
or buildings thereon for use as a roadhouse or tavern. This covenant herein contain-
ed shall run with the land hereby conveyed and be binding upon the Grantee, their
heirs and assigns.

Reserving, however, to the Grantor herein and his wife, Norma E. Seiter, the

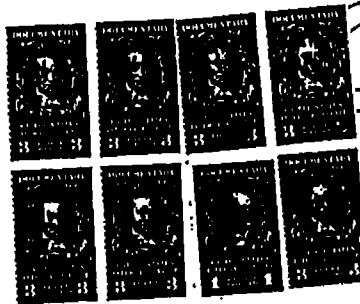
(Grantor, Roy H. Seiter, acquired title to said premises by virtue of the Warranty Deed of David C. Cope and Bertha M. Cope, husband and wife, dated December 24th, 1927, and recorded in Volume 176 at Page 475 of the Deed Records of Marion County, Ohio).

To have and to hold said premises, with all the privileges and appurtenances thereto belonging, to the said Grantees Harold L. Seiter and Dorothea J. Seiter, their heirs and assigns forever.

And the said Grantor, Roy H. Seiter, a married person,

do hereby covenant with the said Grantees Harold L. Seiter and Dorothea J. Seiter, for himself and his heirs,

their heirs and assigns, that he is lawfully seized of the premises aforesaid, that the said premises are free and clear from all Incumbrances, whatsoever except taxes and assessments due and payable June 20th, 1934, and thereafter, all of which the Grantees herein assume and agree to pay;



and that he will forever Warrant and Defend the same, with the
 appurtenances, unto the said Grantor's Harold L. Seiter and Dorothy J. Seiter,
 Husband and Wife,
 their heirs and assigns
 against the lawful claims of all persons whomsoever except as are hereinabove specif-
 ically mentioned.

In Witness Whereof the said Grantor's Roy H. Seiter and Norma L. Seiter,
 His Wife,

who hereby release a her right of dower in the premises her to
 hereunto set their hand, this 4th day of September
 in the year of our Lord one thousand nine hundred and fifty-three (19 53)

Signed and acknowledged in presence of

Earl A. Seiter Roy H. Seiter
Norma L. Seiter Norma L. Seiter

The State of OHIO
 Marion County ss.

Be it Remembered That on this 4th day
 of September A.D. 19 53 before me, the subscriber,
 a Notary Public in and for said county, personally came the
 above named Roy H. Seiter and Norma L. Seiter, His Wife,

the Grantor's
 in the foregoing Deed, and acknowledged the signing of the same to be their
 voluntary act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto
 subscribed my name and affixed my official seal on
 the day and year first aforesaid



Earl A. Seiter
 E. A. SEITER, Notary Public
 For State of Ohio
 My Commission Expires July 24, 1955



CIVIL ENGINEERING
ASSOCIATES

9015
Antares Avenue
Columbus, Ohio 43240
Tel. 614.433.9015
Fax 614.433.9513

Permanent Sanitary Easement 0.358 Acres

Situated in the State of Ohio, County of Marion, Township of Pleasant, Section 1, Township 6 South, Range 15 East Congress Lands and being 0.358 acres out of a 108.00 acre tract as conveyed to Harold L. and Dorothea J. Seiter of record in Deed Book 312, Page 431 of Recorder's Office, Marion County and being more particularly described as follows:

Beginning, for reference, at the intersection of the centerline of Marion Cardington Road (C.R. 136) and State Route 529;

Thence North $81^{\circ}05'53''$ West with the centerline of said Marion Cardington (C.R. 136), a distance of 40.89 feet to a point;

Thence North $08^{\circ}54'07''$ East, a distance of 30.00 feet to a point on the northerly right-of-way of said Marion Cardington Road (C.R. 136) and being the true point of beginning;

Thence North $81^{\circ}05'53''$ West with the northerly right-of-way of said Marion Cardington Road (C.R. 136) a distance of 53.43 feet to a point;

Thence North $34^{\circ}37'18''$ East crossing said 108.00 acre tract, a distance of 37.94 feet to a point being 55.00 feet westerly of the centerline of said S.R. 529;

Thence North $08^{\circ}33'53''$ West with a line 55.00 feet westerly of the centerline of said State Route 529, a distance of 570.02 feet to the southerly line of a 0.51 acre tract as conveyed to Christopher R. And Jill A. Temple of record in Deed Book 328 Page 332 in said Recorder's Office;

Thence South $80^{\circ}57'53''$ East with said southerly line, a distance of 26.23 feet to the westerly right of way line of said S.R. 529;

Thence South $08^{\circ}33'53''$ East with the westerly right-of-way of said State Route 529, a distance of 605.79 feet to the true point of beginning and containing 0.358 acres of land more or less.

This description was prepared by Civil Engineering Associates, Inc. The basis of bearing is North $08^{\circ}33'53''$ West for the centerline of State Route 529.

Maynard H. Thompson P.S., # 7128

Prepared: June 10, 1999

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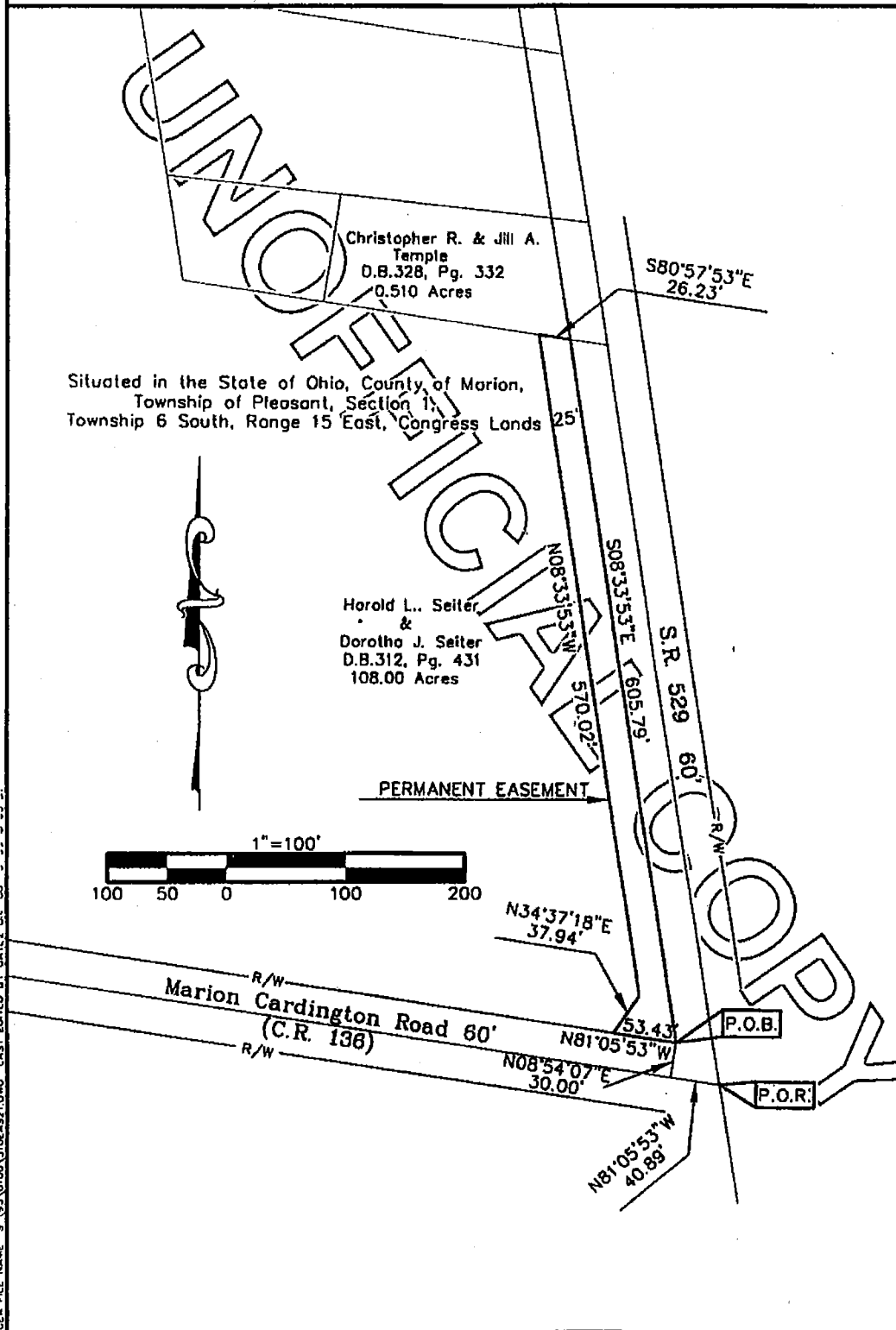
EXHIBIT C

CEA

**CIVIL ENGINEERING
ASSOCIATES**

9015
Antares Avenue
Columbus, Ohio 43240
Tel. 614.433.9015
Fax 614.433.9513

PERMANENT SANITARY EASEMENT 0.358 ACRES



Book 544 Page 666

SANITARY SEWER EASEMENT

A permanent easement is granted to the Board of County Commissioners for Marion County, Ohio by Harold L. and Dorothea J. Seiter, husband and wife for the following valuable consideration paid:

\$ 1521.00
(in figures)

One Thousand Five Hundred Twenty One and no/100 DOLLARS
(in words)

subject to approval by Board of County Commissioners by resolution at a public meeting.

The following construction considerations shall be implemented:

- 1) Reimbursement will be made for crop damage if construction destroys any existing crops at anticipated yield and price per bushel.

Harold L. Seiter
HAROLD L. SEITER

Dorothea J. Seiter
DOROTHA J. SEITER

Roger L. Seiter
MARION COUNTY
REPRESENTATIVE

12-21-99
DATE

CK# 194663