

CHESHIRE RD (CO RD 72)

FOXBORO SUB'D (SECTION NO 1)



BEING A SUBTRACT TRACT OUT OF AN ORIGINAL 35.42 ACRES TRACT AS CONVEYED TO TED L. ROSSMAN & BETTY G. ROSSMAN BY DEED BOOK 408 PAGE 359, DELAWARE COUNTY RECORDERS OFFICE. A PART OF THE SAME BEING SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, VILLAGE OF SUMMIT, BEING A PART OF FRANK LOT 8 (WEST HALF), SECTION 4, TOWNSHIP 4, RANGE 17 U.S. MILITARY LANDS

[illegible]

STATE OF OHIO

County of Hamilton

Subscribed and sworn to before me this 1st day of January, 1910.

Notary Public for Ohio

Copy to former

ADVISED ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY PERSONALLY APPEARED TED LEMMON AND BETTY G. FOWMAN, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN EXPRESSED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 16TH DAY OF June, 1977. MY COMMISSION EXPIRES _____.

W. G. H. H.

APPROVED THIS 16th DAY OF June 1977
Robert A. Wilson
 Mayor Public
Robert A. Wilson
 Chairman Board of Planning Comm.

APPROVED AND ACCEPTED THIS 14th DAY OF February, 1977, BY ORDINANCE NO. 77-428, WHEREIN ALL THE ROAD AND EASEMENTS SHOWN ON THE PLAT, AS INDICATED, ARE ACCEPTED AS SUCH BY THE COUNCIL, FOR THE VILLAGE OF SHARON, OHIO.

Donald W. ...
Frank A. ...

[Handwritten:] APPROVED THIS 8TH DAY OF JULY 1977
APPROVED THIS 11TH DAY OF JUNE 1977
[Signature]
[Signature]

TRANSFERRED THIS 21st DAY OF June 1877
David R. Plunkett
Minister of Education

no. 13812
 RECEIVED THIS 2nd DAY OF JULY 1977 AT
 AIR FORCE HQ. PAGE 21 OF 24 PAGES

2. Reflected Surveys
Registered Surveyor No. 51335 Date: 6-19-1977

STUEBS and ASSOCIATES, INC.
115 South State St.
Berkley, Ohio

15 West Central Ave.
Tolimere, Ohio

Phone 244-2247
Telex 244-2247

Engineering, Surveying

21

74131

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	JUL 1 - 1977 10:41/2 O'CLOCK P.M.
RECORDED	July 13th 77 Deed RECORD.
VOL. 409	PAGE 609
Dorothy Conant	
COUNTY RECORDER N.B.	

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that TED L. FORMAN and BETTY G. FORMAN, husband and wife, St. Rt. 61, Sunbury, Ohio, 43074, the grantors, in consideration of One Dollar (\$1.00) and other good and valuable considerations to them paid by PETER J. MANOS, AS TRUSTEE, 5 West Winter Street, Delaware, Ohio 43015, the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said PETER J. MANOS, AS TRUSTEE, his successors and assigns forever, the following described real property, situated in the Village of Sunbury, County of Delaware, and State of Ohio, and bounded and described as follows:

Being Lot 825, 826, 827, 828, 829, 830, 831, 832, 833 and 834 of FOXBORO SUB'D, (Section No. 1), a subdivision of said Village, as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 12, Page 21, Record of Plats, Recorder's Office, Delaware County, Ohio.

Being part of the same premises conveyed in Vol. 408, Page 359, Deed Records, Delaware County, Ohio.,

and all the estate, title and interest of said grantors in and to said premises.

To have and to hold said premises, with all the rights, easements, and appurtenances thereunto belonging, and all the rents, issues and profits thereof, to the said grantee, his successors and assigns forever, subject, however, to all legal highways, block and zoning restrictions, and to the conditions herein contained.

SUBJECT TO THE PROPERTY RESTRICTIONS HERETO ATTACHED.

And the said grantors, for themselves and their heirs, hereby covenant with the said grantee, his heirs and assigns, that said grantors are the true and lawful owners of said premises, and are well seized of the same in fee simple, and have good right and full power to bargain, sell and convey the same in manner aforesaid, and that the same are free and clear from all incumbrances, except restrictions of record, and also except property restrictions hereinbefore stated.

VOL 409 PAGE 609

APPROVED
FOR TRANSFER
FRED L. STULTS
Delaware County Engineer

Date 7-1-77
The County has complete title
has been surveyed at the S. E. corner
of the lot by David H. Thomas, Auditor, by David H. Thomas, Auditor, by David H. Thomas, Auditor

LAW OFFICES
PETER J. MANOS
5 WEST WINTER ST.
DELAWARE, OHIO
43015

VOL 409 PAGE 610

VOL 409 PAGE

And further, that said grantors will warrant and defend the same against all claims of all persons whomsoever, except as hereinbefore provided.

IN WITNESS WHEREOF, the said Grantors, TED L. FORMAN and BETTY G. FORMAN, husband and wife, who hereby release their respective rights of dower in the premises, have hereunto set their hands, this 30th day of June, 1977.

Signed and acknowledged
in the presence of:

Christy A Hall TED L. FORMAN
Jamie G. Forman Betty G. Forman
BETTY G. FORMAN

STATE OF OHIO,

DELAWARE COUNTY, SS:

Be it remembered that on this 30th day of June, A. D., 1977, before me, the subscriber, a Notary Public in and for said county, personally came the above named TED L. FORMAN AND BETTY G. FORMAN, husband and wife, the grantors 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 at Delaware, Ohio, this 30th day of June, 1977.

Christy A Hall
NOTARY PUBLIC

CHRISTY A. HALL—NOTARY PUBLIC
DELAWARE COUNTY, OHIO
MY COMMISSION EXPIRES 5-25-79

Prepared:

LAW OFFICES
PETER J. MANUS
3 WEST WINTER ST.
DELAWARE, OHIO

43015

PROPERTY RESTRICTIONS

Said real estate is subject to the following restrictions which shall be binding upon the grantee, its heirs and assigns, to-wit:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages.
3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. The residential area covenants herein set out shall apply in their entirety to Lots No. 825 thru No. 834 inclusive in FOXBORO SUB'D (Section No. 1) to the Village of Sunbury.
5. Dwellings with the ground floor area of the main structure exclusive of 1-story open porches and garages, shall be not less than 1120 square feet for a 1-story dwelling, nor less than 740 square feet for a dwelling of more than 1-story. Split level homes to have a minimum of 1120 square feet on the upper two levels. Bi-level homes to have a minimum square footage of 1050 square feet on the upper level.
6. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. No building shall be located nearer than six (6') feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25') feet from the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, unless restricted in the Village Building Codes, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
7. No dwelling shall be erected or placed on any lot having a width less than eighty (80) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,400 square feet.
8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
 12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
 13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
 14. No fences of any type shall be erected closer/than the building setback line as shown on the recorded plat to the street.
 15. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.
 16. The developers, Ted L. Forman and Betty G. Forman, reserve the right to determine the finish floor elevation of all homes built in this subdivision. The developers, or their specifically designated agents, have to approve the construction drawings on all homes built in this subdivision
- (a) No building or other structure shall be commenced, erected, installed, used, or the exterior structure altered on any lot or parcel without the written approval of the Developers of Foxboro Sub'd, Ted L. Forman and Betty G. Forman, or their specified agents. Also, no structure of less than 16' x 20' is to be erected; structures 16' x 20' and greater are to be used only for garaging automobiles.
- (b) No outbuildings or mini-garages, mini-sheds, or other outbuildings used for storing tools and garden equipment are to be permitted to be placed on said real estate.
- (c) Before consent is given to the construction of any structure on said premises, the plans, specifications, proposed location thereof and the grad of the first floor thereof shall first be submitted, in duplicate, to the Developers of Foxboro Sub'd for such written approval, which said approval shall in no instance be unreasonably refused or withheld, provided it does not violate the terms and conditions of the property herein recited. One copy of the plans may be retained by the Developers of Foxboro Sub'd for their records. The architectural approval of the plans is required to establish that the design conforms with the restrictions and that it is in harmony with the general surroundings and the adjacent buildings.

74132

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	JUL 1 - 1977 10 4:13 P. M.
RECORDED	July 13th 77 Deed RECORD.
VOL 409	PAGE 613
Dorothy Conant	
QUIT-CLAIM DEED	
COUNTY RECORDER K13	

Exhibit to Deed No. 1

Sunbury lot 825 to 834

KNOW ALL MEN BY THESE PRESENTS, that PETER J. MANOS, AS

TRUSTEE, AND GEORGIA A. MANOS, HIS WIFE, the grantors, in consideration of One Dollar (\$1.00) and other good and valuable considerations to them paid by TED L. FORMAN and BETTY G. FORMAN, the grantees, the receipt of which is hereby acknowledged, do hereby remise, release, and forever QUIT-CLAIM to the said TED L. FORMAN AND BETTY G. FORMAN, their heirs and assigns forever, the following described real property, situated in the Village of Sunbury, County of Delaware, and State of Ohio, and bounded and described as follows:

Being Lot 825, 826, 827, 828, ⁸²⁹ 830, 831, 832, 833, and 834 of FOXBORO SUB'D, (Section No. 1), a subdivision of said Village, as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 12, Page 21, Record of Plats, Recorder's Office, Delaware County, Ohio.

Being part of the same premises conveyed in Vol. 409, Page 609, Deed Records, Delaware County, Ohio.

and all the estate, title and interest of said grantors in and to said premises.

To have and to hold said premises, with all the rights, easements and appurtenances thereunto belonging, and all the rents, issues and profits thereof, to the said grantees, their heirs and assigns, forever, subject, however, to all legal highways, block and zoning restrictions, and to the conditions herein contained.

SUBJECT TO THE PROPERTY RESTRICTIONS HERETO ATTACHED.

IN WITNESS WHEREOF, the said grantors, PETER J. MANOS, AS TRUSTEE, and GEORGIA A. MANOS, his wife, who hereby releases her right of dower in the premises, have hereunto set their hands, this 30th day of June, 1977.

Signed and acknowledged in the presence of:

Christy A. Hall

Peter J. Manos
PETER J. MANOS, AS TRUSTEE

Jamie G. Sherman

Georgia A. Manos
GEORGIA A. MANOS

VOL 409 PAGE 613

APPROVED
FOR TRANSFER
FRED L. STULTZ
Delaware County Recorder

The Recorder has compared with
Section 112.02 of the R. C.
Transferred for Plat Book 12
Page 21, Record of Plats
David H. Thomas, Auditor by R. Staal

LAW OFFICES
PETER J. MANOS
8 WEST WINTER ST.
DELAWARE, OHIO
43015

6-18-73 For Plat Book 12, Page 21

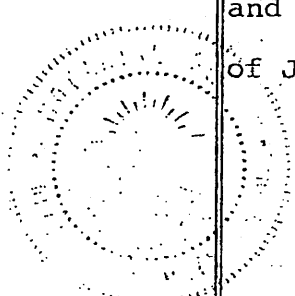
STATE OF OHIO,

VOL 409 PAGE 614

DELAWARE COUNTY, SS:

Be it remembered that on this 30th day of June, A. D., 1977, before me, the subscriber, a Notary Public in and for said county, personally came the above named PETER J. MANOS, AS TRUSTEE, AND GEORGIA A. MANOS, HIS WIFE, the Grantors 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 at Delaware, Ohio, this 30th day of June, 1977.



Christy A. Hall

CHRISTY A. HALL—NOTARY PUBLIC
DELAWARE COUNTY, OHIO
MY COMMISSION EXPIRES 5-25-79.

PROPERTY RESTRICTIONS

Said real estate is subject to the following restrictions which shall be binding upon the grantee, its heirs and assigns, to-wit:

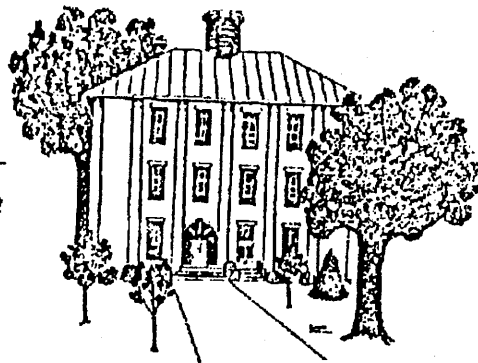
1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages.
3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. The residential area covenants herein set out shall apply in their entirety to Lots No. 825 thru No. 834 inclusive in FOXBORO SUB'D (Section No. 1) to the Village of Sunbury.
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 13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
 14. No fences of any type shall be erected closer^{to the street} than the building setback line as shown on the recorded plat.
 15. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.
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- (a) No building or other structure shall be commenced, erected, installed, used, or the exterior structure altered on any lot or parcel without the written approval of the Developers of Foxboro Sub'd, Ted L. Forman and Betty G. Forman, or their specified agents. Also, no structure of less than 16' x 20' is to be erected; structures 16' x 20' and greater are to be used only for garaging automobiles.
- (b) No outbuildings or mini-garages, mini-sheds, or other outbuildings used for storing tools and garden equipment are to be permitted to be placed on said real estate.
- (c) Before consent is given to the construction of any structure on said premises, the plans, specifications, proposed location thereof and the grad of the first floor thereof shall first be submitted, in duplicate, to the Developers of Foxboro Sub'd for such written approval, which said approval shall in no instance be unreasonably refused or withheld, provided it does not violate the terms and conditions of the property herein recited. One copy of the plans may be retained by the Developers of Foxboro Sub'd for their records. The architectural approval of the plans is required to establish that the design conforms with the restrictions and that it is in harmony with the general surroundings and the adjacent buildings.

Sunbury Village

Sunbury, Ohio 43074

JEANNETTE CURREN, Mayor
DONALD P. CONANT, Clerk-Treasurer



FROM: Sunbury Planning and Zoning Commission, Village of Sunbury, Ohio
TO: Ted L. Forman and Betty G. Forman, owners of Foxboro Subdivision
SUBJECT OF ZONING: Regarding

Section 1-Foxboro Subdivision

1. Side Yard requirements.

- (a) No building shall be located nearer than six (6) feet to an interior lot line with a total of both side yards to have a minimum of fifteen (15) feet.

2. Square footage of buildings.

- (a) As per Property Restrictions in deed Vol. 409, Page 613, Delaware County, Ohio.

3. Setback lines

- (a) As per plat recorded in Vol. 12, Page 21, Plat Records, Delaware County, Ohio.

4. Ordinance No. 77-648 concerning lots 825-834 applies.

Section 2 Foxboro Subdivision

1. Side Yard requirements.

- (a) No building shall be located nearer than six (6) feet to an interior lot line with a total of both side yards to have a minimum of fifteen (15) feet.

2. Square footage of buildings.

- (a) As per Property Restrictions in deed Vol. 415, Page 726, Delaware County, Ohio.

3. Setback lines

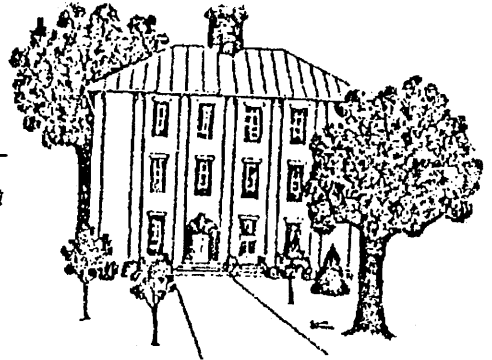
- (a) As per plat recorded in Vol. 12, Page 32, Plat Records, Delaware County, Ohio.

4. Ordinance No. 77-655 concerning lots 835-860 applies.

Sunbury Village

Sunbury, Ohio 43074

JEANNETTE CURREN, Mayor
DONALD P. CONANT, Clerk-Treasurer



Other Sections as developed within the Foxboro Subdivision shall conform to Ordinances numbered 77-648 and 77-655, with particular requirements as contained in Section 3 of Ordinance 77-648 strictly followed.

1. ~~Side Yard requirements.~~

- (a) No building shall be located nearer than six (6) feet to an interior lot line with a total of both side yards to have a minimum of fifteen (15) feet.

2. Square footage of buildings.

- (a) Must conform to Zoning Ordinance of 1981, Village of Sunbury, Ohio, numbered 81-699 as to square footage of buildings that are greater in size than property restrictions in Section 1 and Section 2 of Foxboro.

3. Setback lines.

- (a) As per plat recorded in Vol. 12, Page 21, Plat Records, Delaware County, Ohio, or 30' set back.

4. New plat to be submitted as noted above and in Ordinance 77-648, Section 3.

The above determination has been made by the Sunbury Planning and Zoning Commission upon the application for a clarification of the pertinent provisions of Ordinances numbered 77-648 and 77-655, Property Restrictions, for future development of Foxboro Subdivision in the Village of Sunbury, Ohio.

Dated: 6/27/83

William Logan
William Logan, Clerk
Sunbury Planning and Zoning Commission

11669

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	JUN 18 1993
4:15	O'CLOCK P.M.
RECORDED	18
Plat	RECORD.
CABINET 1 SLIDE 277	
Ray C. Conklin	
COUNTY RECORDER	
FEE \$	17.00

12-21
409-613
12-32
415-726

RECORD OF PROCEEDINGS

323

Minutes of

Sanbury Council

Meeting

DAYTON LEGAL BLANK CO. FORM NO. 10148

Held

November 7

19 *90*

Rogers stated that the Planning & Zoning has approved to allow Phase I setbacks and square footage for the Foxboro Phase III development. Mayhew moved to accept the Planning & Zoning recommendations with Weatherby giving a second. Reed yea, Mayhew yea, Forman abstained, Sparks yea, Weatherby yea, Hayes abstained.

Rogers stated that the Income Tax Director has requested help in auditing some of the more complicated accounts. Robert Curtin had come highly recommended for this job. This could not exceed \$3000.00 for the rest of this year. Mr. Curtin would be paid \$35.00 per hour and his expenses could not exceed 10% and would have to be verified. Hayes questioned why Review Board didn't help. Rogers stated some of these problems very complex. Forman questioned why not hire local.

Mayhew moved to adjourn with Reed giving a second. ALL YEAS

James H. Forman
Mayor

Sean L. Lohr
Clerk

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681-913 (R 8-66) ISE

EASEMENT

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

BARBARA ELLEMAN LEE (A SINGLE WOMAN)

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., T., Sec., Fr., Survey. in the Village of Sunbury, County of Delaware and State of Ohio, and known as Lot 833, as the same is more particularly described in the deed dated 18 Nov., 1977 from Ted L. Forman and Betty G. Forman to Barbara Elleman Lee

and recorded in Deed Book 414, Page 46, Record of Deeds in Recorder's office, Delaware County, Ohio. Being Lot 833 of Foxboro Subdivision, Section No. 1 as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 12, page 21, Delaware County Recorder's Office.

Said lines shall be constructed within the limits of a five (5) foot strip of land, situated west from and adjacent to the entire east lot line, of the above described property.

Delaware County
The Grantor has complied with
Section 319.202 of the R.C.
Date 7-6-79 Transfer
David R. Thomas, Auditor By St. Philson

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	JUL - 6 1979 19 2:23 O'CLOCK P.M.
RECORDED	July 12, 1979 Deed RECORD.
VOL. 430	PAGE 61 FEE \$4.00
Dorothy Conant	
COUNTY RECORDER KB	

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 her hand this 14th day of June, 1979.

Signed and acknowledged in the presence of:

Ted L. Forman

Harold Starkey

Barbara Elleman Lee
BARBARA ELLEMAN LEE

STATE OF OHIO DELAWARE COUNTY, SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named BARBARA ELLEMAN LEE who acknowledged that SHE did sign the foregoing instrument and that the same is HER free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14th day of JUNE 1979.

HAROLD STARKEY
NOTARY PUBLIC, MADISON, PICKAWAY, DELAWARE
LYCKING AND FRANKLIN COUNTIES, OHIO
MY COMMISSION EXPIRES JAN. 15, 1981

Notary Public
County, OHIO

Commission expires 1 day of 1979
79-6310-001 INDS

VOL 430 PAGE 061

0-DL24-64495

This instrument was prepared by COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY

SUBJECT LINES, SUNBURY FOXBORO SUBDIVISION
(DELAWARE)

26197
MAIL
col & Southern - 2:57 PM. Janet
CHL, OH 43215 attn: Julie Bogart

EASEMENT

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Grantor(s):
TED L. FORMAN and BETTY G. FORMAN (his wife)

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. 17, T. 4, Sec. 1, Fr. U.S.M. Lands in the Township of Berkshire, County of Delaware and State of Ohio, and known as 25.482 acres, more or less, as the same is more particularly described in the deed dated 21 May, 1977 from Anthony N. Herouvis and Reva Yvonne Herouvis to Ted L. Forman and Betty G. Forman and recorded in Deed Book 408, Page 359, Record of Deeds in Recorder's office, Delaware County, Ohio. Being Lots 825 thru 834, both inclusive, of Foxboro Subdivision Section No. 1, as the same numbered and delineated upon the recorded plat thereof, the record in Plat Book 12, page 21, Delaware County Recorder's Office.

Said lines shall be constructed within the limits of certain strips of land, the locations of which are shown and delineated by shaded areas upon the attached drawing marked Exhibit A, and made a part hereof.

The granting of this easement does not preclude the use of the easement area by water, sewer, gas, or telephone facilities.

With the granting of this easement, the owner and/or developer hereby consents to the Company installing underground lines, duct, conduit, or wires within the limits of proposed streets and roadways, as they are designed and shown on the attached Exhibit "A".

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 their hands this 11th day of October, 1977.

Signed and acknowledged in the presence of:

Doris I. Wampler
 Doris I. Wampler

Linda R. Armstrong
 Linda R. Armstrong

Ted L. Forman

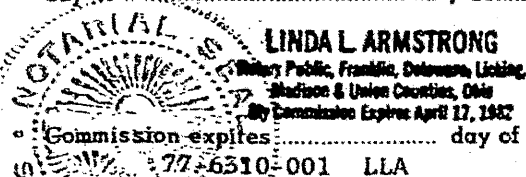
Betty G. Forman
 Betty G. Forman

STATE OF OHIO, DELAWARE COUNTY, SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named
Ted L. Forman and Betty G. Forman

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 October, 1977



Linda R. Armstrong Notary Public
 in and for Franklin County, Ohio

VOL 413 PAGE 359
 Plat 2083

VOL 413 PAGE 360

COTTONTAIL DR.

CHIPMUNK LANE

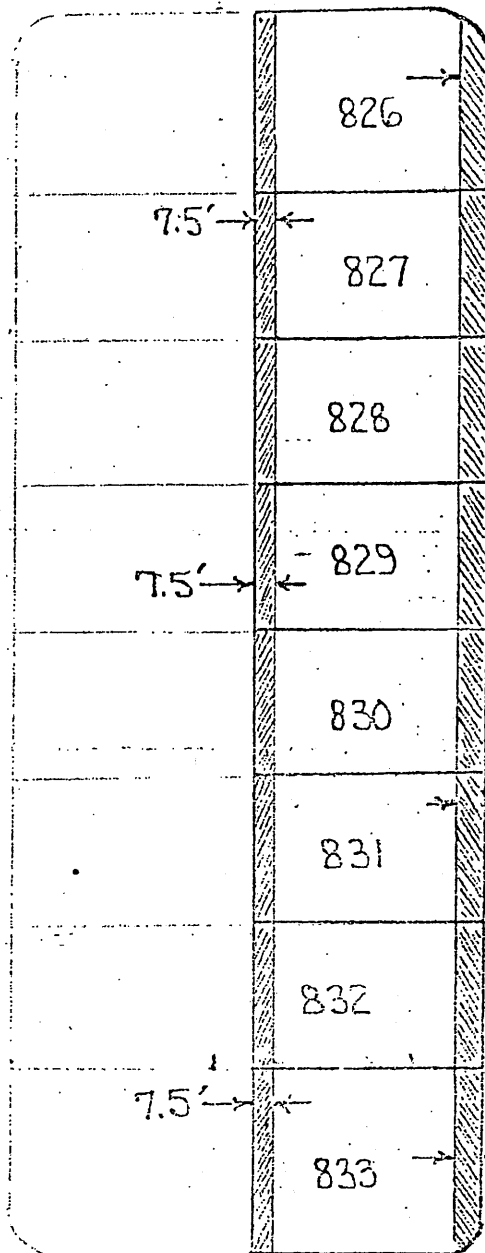
CHESHIRE RD.

(CO. RD. 72)

FOXBORO SUBDIVISION

SECTION NO. 1
PB. 12 PG. 21

N



7.5'

833

10'

834

10'

10'

825

10'

826

7.5'

827

828

7.5'

829

830

831

832

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

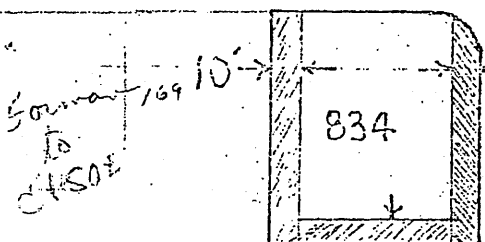
10'

DELAWARE COUNTY, OHIO
FILED FOR RECORD NOV 4 - 1977
AT 2:21 O'CLOCK P.M.
RECORDED NOV. 10 19 77
Deed RECORD.
VOL 413 PAGE 359
FEE \$ 5.10
COUNTY RECORDER

3-13-78 Linda Armstrong

177247

FOX-TRAIL DR.



ELECTRIC EASEMENTS

Top of Sub. Sec No 1
Bottom 82 S thru 834 Inad

EXHIBIT "A"

EASEMENT FOR ROADWAY

Date 2-3-71 Transfer Tax Paid None

TRANSFERRED or TRANSFERRED BY RECEIVED OF NECESSARY THE OHIO TELEPHONE AND TELEGRAPH COMPANY

David R. Thomas, Auditor, By A. Thomas

ONE AND 00/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement 12 feet in width and approximately 700 feet in length, over, upon and across certain lands owned by the undersigned in Lot 8, East & West tier, Sec. 1, Twp 4 Rg. 17 Township of Berkshire, County of Delaware and State of Ohio, ^{USM Lands} for the purpose of constructing and maintaining thereon a roadway suitable for vehicular traffic. It is understood and agreed that such roadway is for the exclusive use of grantees for the purpose of providing access by vehicle to communications facilities and installations of grantees to be constructed on lands of the undersigned or lands adjacent thereto or in the immediate vicinity thereof. The grantors reserve to themselves, their heirs and successors in title, the right to use the said easement and any roadway constructed thereon for their own purposes and in any way not inconsistent with the rights herein granted.

Said easement shall extend from the center of roads 36 and 37 in an Westerly direction along a East and West fence line a distance of 700 feet to a Right-of-Way granted The Ohio Telephone and Telegraph Company, Volume 344, Page 377 in Records of Delaware e County.

Should the location of the aforesaid access roadway cause undue inconvenience or hardship to the grantors, the grantee agree to relocate said roadway upon the provision of a suitable alternate route by the grantors.

Signed and sealed this 2nd day of January, 19 71, at Delaware, Ohio

Witness:

DELAWARE COUNTY, OHIO
FILED FOR RECORD FEB - 3 1971
19 71, AT 1:30 O'CLOCK P. M.
RECORDED Feb. 9, 1971
Deed 330 RECORD
352, PAGE Anthony Herouvis
COUNTY RECORDER

Source of Title
Volume 326, Page 705

Peter J. Manos
Peter J. Manos
Reva Y. Sutton
Reva Y. Sutton \$ 2.00

STATE OF Ohio
COUNTY OF Delaware

Berkshire 17-4-1-8

On this 2nd day of January, 19 71, before me, a notary public in and for MAIL said County and State personally appeared

Anthony Herouvis, a singleman

to me, known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission Expires

PETER J. MANOS, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Sec. 147.03 O. R. C.

Peter J. Manos
Notary Public
This instrument was prepared by
L. S. Van de Motter, Attorney at Law.
D-26

79.96 for Release see Deed Vol. 607 Pg. 608
33099 371 Release see Deed Vol. 658 Pg. 493
33099 371 Release see Deed Vol. 658 Pg. 493

58034
6497
Wilmington, O

Received of THE OHIO TELEPHONE AND TELEGRAPH COMPANY

MAIL
American Telephone & Telegraph Co
6497 Pennsylvania Rd.
Washington 43085

Section 319.02 of the R. C.
 Date Oct 27, 1968 Transfer Tax Paid 1.30
 TRANSFERRED TO TRANSFER NOT NECESSARY
 David R. Thomas, Auditor, By R. Feasel

Delaware County
The Grantor has complied with
Section 319.202 of the R. C.

Received of THE OHIO TELEPHONE AND TELEGRAPH COMPANY

VOL 344 PAGE 378

FIVE AND NO/100

Dollars, in

consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains, splicing boxes, repeaters, repeater housings, together with surface testing terminals, markers, and other appurtenances, upon, over and under a strip of land thirty feet wide across the land which the undersigned own or in which the undersigned have any interest in Being in Lot 14, Section 3, Township 4, Range 17, USM Lands.

DELAWARE COUNTY, OHIO 26327
FILED FOR RECORD OCT 27 1969 19 12:03 O'CLOCK P.M.
RECORDED Oct. 30 1969 deed RECORD.
VOL 344 PAGE 378 FEE \$ 2.00
Berkshire 17-4-3-14 County Recorder

Delaware County
The Grantor has complied with
Section 319.202 of the R. C.
Date Oct 27, 1969 Transfer Tax Paid None
TRANSFER NOT NECESSARY
David R. Thomas, Auditor, By R. J. J. J.

Township of Berkshire, County of Delaware, and State of Ohio, together with the following rights: Of ingress and egress to, from, and along lands adjacent to said strip for the purpose of constructing and maintaining communication systems within said strip; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction to cut all trees within seven feet thereof; and to install gates in any fences crossing said strip. The Southerly boundary of said thirty-foot strip shall be a line parallel to and eight feet South of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for themselves, their heirs, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 5th day of October, 1969,
at County Road 104, Galena, Ohio

Signed, Sealed, and delivered in the presence of:

Allen B. Judkins
Stanley Cockrell

Carl E. Schug
Carl E. Schug
Helen Marie Schug
Helen Marie Schug

This instrument was prepared by
J. S. Van de Motter, Attorney at Law.

Source of Title: Deed Book 336, Page 645

STATE OF OHIO
COUNTY OF Delaware

ss.

On this 5th day of October, 1969, before me personally appeared
Carl E. Schug and Helen Marie Schug, husband and wife.

to me known to be the person (or persons) who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

My commission expires
STANLEY COCKRELL
Notary Public, Delaware Co., Ohio
My Commission Expires May 3, 1971

Stanley Cockrell
Notary Public

D 47



270

SEC. D-124

EASEMENT

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the T. B. CORNELL AND EMMA L. CORNELL, his wife, 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, repair, replace, operate and maintain a pole line for the transmission and distribution of electric energy, together with ()

and () to guy and support said pole line, and for the attachment and 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 they own, or in which they have an interest, situated in 17 - 4 - 1 in the Township of Berkshire, County of Delaware, and State of Ohio, and known as that 67.5 acre tract of land, more or less, as described in deed John Landon to T. B. Cornell Jr., dated January 4, 1913 and recorded in Deed Book 139, page 454, Recorder's Office, Delaware County, Ohio.

Said lines shall be constructed according to the following course: along the south road line of the Gregory Cheshire Rome and Sunbury Road, within the limits of the highway, passing the above described property. It is understood and agreed upon that any necessary tree trimming or line clearing for the benefit of the successful operation of said lines shall be done only by the company or its authorized representatives any other contract either verbal or written covering the same is hereby cancelled.

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 poles of said pole line, then the company may and is hereby granted the right to relocate said pole or poles within the limits of the highway as it now exists or may hereafter exist.

Said easement includes the right to trim any trees which may hereafter interfere with the construction, reconstruction, operation and/or maintenance of said pole line, and to trim, as mutually agreed, any trees that now interfere with the construction or reconstruction of said pole line.

The company shall have the right of ingress to and egress from the site occupied or to be occupied by said pole line, guy poles and/or anchors, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. It is especially provided, however, that the poles supporting said line shall be so located as not to interfere with the undersigned's ingress to and egress from said property.

WITNESS our hand s. this 8th day of September, 1947

Signed and acknowledged in the presence of

Wm E. Boothe

Wm E. Boothe

Gladys Carpenter
(Gladys Carpenter)

T. B. Cornell

T. B. Cornell

Emma L. Cornell

Emma L. Cornell

STATE OF Ohio
Delaware COUNTY, SS:

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

T. B. Cornell and Emma L. Cornell 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 8th day of September, 1947.



Gladys Carpenter
(Gladys Carpenter)

Delaware County, Ohio
Comm. expires 5-16-1950

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, _____

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

PEO. D-3171

45543

T. B. and Emma L. Cornell

TO
COLUMBUS AND SOUTHERN OHIO
ELECTRIC COMPANY

September 8, 1947

EASEMENT FOR
POLE LINE ALONG

Gregory Cheshire Rome and Sunbury
Road - Berkshire Twp., Delaware
County, Ohio

DELAWARE COUNTY, OHIO

Filed for Record DEC - 3 1947

Recorded December 4 1947

Vol. 222 Page 270

Recorded

Fee \$ 0.75

County Recorder

DO NOT RECORD