

**TRANSFER
NOT NECESSARY**
FEB 27 2012
Dulma J. Nye
Auditor Muskingum County, Ohio

Image ID: 000001770841 Type: OFF
Kind: DEEDS
Recorded: 03/06/2012 at 01:48:01 PM
Fee Amt: \$92.00 Page 1 of 10
Instr# 201200002551
Muskingum County
Karen Vincent County Recorder
BK **2385** PG **597**

ODOT RE 222
Rev. 02/2011

ROE
State

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 2
MUS-555-2.10
PID 91671

This Agreement is by and between the State of Ohio, Department of Transportation ["State"] and Brad Harris, unmarried ["Owner"]; "Owner" includes all of the foregoing named persons or entities]. State and Owner are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties hereto do hereby contract as follows:

1. Price and Consideration

State shall pay to Owner the sum of \$1.00, which sum shall constitute the entire amount of compensation due Owner for granting to State the rights, interests and privileges hereinafter described immediately below in Section 2 Rights of Possession and Use.

Except as otherwise specified in this Agreement, in no event shall Owner be entitled to receive from State any interest, rent or other compensation of any kind whatsoever for the period of time during which State occupies, possesses and uses the real property described in Exhibit A attached hereto and by this reference incorporated herein.

2. Rights of Possession and Use

On and after 9/30/11, State, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of State shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing thereon a highway or a facility incidental thereto.

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BK 2385 PG 598

Upon payment of the aforementioned sum to Owner, State shall have the right to physical possession of any and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

The foregoing rights of possession shall be subject to the terms and conditions set forth in Exhibit B attached hereto and by this reference incorporated herein.

3. Owner's Covenant of Title

Owner hereby covenants with State that Owner is either (a) the true and lawful owner of the fee simple in and of the real property described in Exhibit A or (b) the true and lawful owner of all those rights, titles and interests required by law to occupy, use and enjoy the real property described in Exhibit A. Owner covenants further that Owner is the true owner of any property described in Exhibit B; and that Owner has the right and full power to grant to State the rights, interests and privileges described above in Section 2 Rights of Possession and Use.

4. Terms and Conditions Relevant to Appropriation of Owner's Property

(A) One of the express purposes of this Agreement is to allow State to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing thereon a highway or facility incidental thereto, while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Owner to State.

(B) Owner shall notify State of any prospective transfer of any of Owner's rights, titles or interests in the property. Owner shall provide to State such notification in writing not less than 14 days prior to the date on which the prospective transfer is to be closed or otherwise consummated; provided, however, if the prospective transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such prospective transfer, then Owner shall provide to State such notification in writing immediately.

(C) Owner acknowledges that State has the right to commence an action to appropriate the property described in Exhibits A and B at any time it appears to the State that further negotiations with Owner are not warranted.

(D) State agrees to commence promptly an action to appropriate the property described in Exhibits A and B upon State's receipt from Owner of a written notice to commence an action to appropriate.

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Kind: DEEDS

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(E) The Parties agree that the hereinabove mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Owner to State.

(F) The Parties agree that if State acquires the property described in Exhibits A and B by way of an action to appropriate the same, then the abovementioned \$1.00 shall be credited to and applied against any amount awarded to Owner in such appropriation action. Provided, however, if the abovementioned \$1.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to State.

(G) Owner acknowledges that State has explained to Owner that no owner of property can be required to surrender possession of the same to State prior to:

- (i) the payment of the total, agreed upon purchase price by State; or
- (ii) the deposit by State with the court having jurisdiction over an action to appropriate property, for the benefit of the owner thereof, of an amount equal to not less than State's approved appraisal of the fair market value of the property.
- (iii) if the deposit described immediately above in paragraph 4(G)(ii) is not made, then upon the deposit by State with the court having jurisdiction over an action to appropriate property for the benefit of the owner thereof, of an amount equal to the amount assessed by the trier of fact (i.e., the court or a jury) and awarded to the owner upon a trial of such action.

5. Owner's Waiver of Right to Refuse Possession

Notwithstanding the rights described above in paragraphs 4(G)(i) and (ii), Owner hereby expressly waives the right to refuse to permit State to occupy, possess and use the property described in Exhibits A and B.

6. Preservation of All Other Rights

Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A and Exhibit B are preserved and retained by Owner.

7. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of State and Owner and their respective heirs, executors, administrators, successors and assigns.



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Kind: DEEDS

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8. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

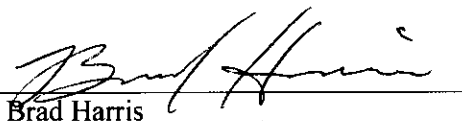
9. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

10. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by State and Owner.

IN WITNESS WHEREOF, the State of Ohio, Department of Transportation, and Brad Harris, unmarried have executed this Agreement on the date(s) indicated immediately below their respective signatures

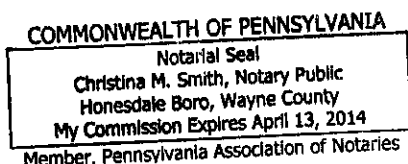

Brad Harris

Date: 9/30/11

Pennsylvania Wayne
STATE OF ~~OHIO~~, COUNTY OF ~~MUSKINGUM~~ ss:

BE IT REMEMBERED that on the 30th day of September, 2011, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Brad Harris, unmarried, who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

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



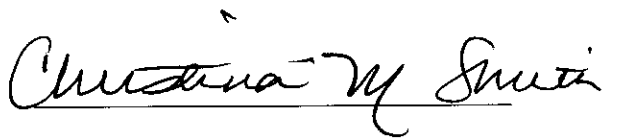

NOTARY PUBLIC
My Commission expires: 4-13-14

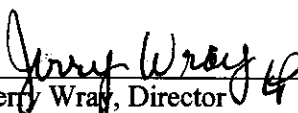


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STATE OF OHIO
DEPARTMENT OF TRANSPORTATION



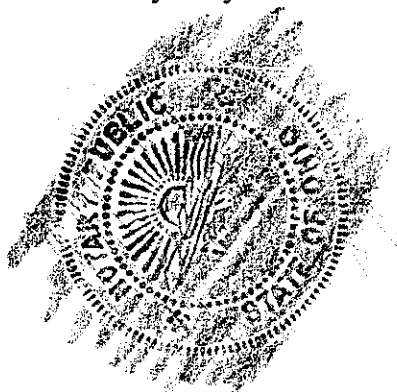
Jerry Wray, Director

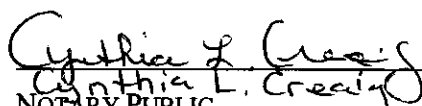
Date: 10/11/2011
By: Laura Philabaum
District 5 Real Estate Administrator

STATE OF OHIO, COUNTY OF LICKING ss:

BE IT REMEMBERED, that on the 11 day of October, 2011,
before me the subscriber, a Notary Public in and for said state and county, personally came the above
named Laura Philabaum, the duly authorized representative of the State of Ohio, Department of
Transportation, who signed or acknowledged the signing of the foregoing instrument to be the voluntary
act and deed of the State of Ohio, Department of Transportation.

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





Cynthia L. Craig
NOTARY PUBLIC
My Commission expires: 1-11-2015

Exhibit A

Image ID: 000000834409 Type: OFF
Recorded: 02/16/2006 at 02:30:46 PM
Fee Amt: \$28.00 Page 1 of 2
Instr# 200800002587
Muskingum County
Karen Vincent County Recorder
BK 2010 PG 579

Image ID: 000001770846 Type: OFF
Kind: DEEDS
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BK 2385 PG 602

Warranty Deed

That Rod L. Weidig, unmarried

of Muskingum County, State of Ohio, for valuable consideration paid, grants, with
general warranty covenants, to Brad Harris

whose tax mailing address is 570 Spangler Drive
Zanesville, OH 43701

the following real property:

Situated in the State of Ohio, County of Muskingum, Township of Brush Creek, being in
the northeast quarter of Section 8, Range 13 West, Township 10 North, of "The Congress
Lands East of the Scioto River" and being bounded and described as follows:

Commencing for reference at an iron pin set at the northeast corner of Section 8 (Note:
Reference bearing on the north line of Section 8 used as South 88° 33' 21" East);

thence, with the east line of Section 8, South 01° 41' 10" West a distance of 2,022.61 feet
to an iron pin set at the northeast corner of a 39.59 acres tract as conveyed to Ronald B.
Miracle by Deed Volume 986, page 97 of the Muskingum County Recorder's Office;

thence, with the north line of said Miracle property, North 89° 02' 04" West a distance of
261.00 feet to a point in the centerline of State Route 555, being THE TRUE POINT OF
BEGINNING for this description;

thence, from said Point of Beginning continuing with the north line of said Miracle
property, North 89° 02' 04" West a distance of 1,298.34 feet to an iron pin set, passing
through an iron pin set at a distance of plus 20.00 feet;

thence North 01° 09' 46" East a distance of 231.00 feet to an iron pin set;

thence South 89° 02' 04" East a distance of 1,339.79 feet to a point in the centerline of
State Route 555, passing through two iron pins set at distances of plus 1,209.79 feet and
plus 1,309.79 feet, respectively;

thence, with the centerline of State Route 555, the following two courses:

1. South 05° 25' 12" West a distance of 38.58 feet to a point;
2. Thence, South 12° 29' 11" West a distance of 196.50 feet to the POINT OF
BEGINNING;

containing 7.006 acres, more or less, out of Parcel No; 08-08-70-08-12-000

Subject to all legal right-of-ways, easements, restrictions, reservations, and zoning
regulations of record.

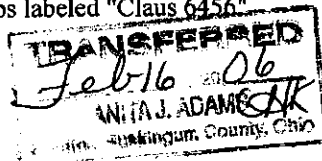
Subject to the right-of-way of State Route 555.

Subject to the 100 year Flood Plain restrictions.

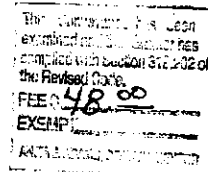
Subject to any facts that may be disclosed by a full and accurate title search.

Subject to a 40.00 feet wide easement being reserved unto the grantor, his heirs, and/or
assigns, forever. Said easement is for the purposes of running utilities to other parcels of
land on or near State Route 555. Said easement runs in a north-south direction across the
east end of the above described property with the east line of said easement being the
centerline of State Route 555. Containing 0.216 acres, more or less, of easement.

All iron pins set are rebar with yellow caps labeled "Claus 6456"



000001770846



Book: 2010 Page: 579 Seq: 1

The bearings in this description are for angle calculations only and are based on the north line Section 8 used as an assumed bearing of South 88° 33' 21" East.

The above description prepared by Roger W. Claus, Registered Surveyor No. 6456, based on a new survey of September 30, 1992.

Subject to restrictions as outlined in Volume 1528, page 165 of the Muskingum County Official Records.

Being Auditor's Parcel No: 08-70-08-12-012

Prior Instrument Reference: Volume 1790 Page 947

Executed on this 14th day of February, 2006

APPROVED FOR CLOSURE

A.C. Swartz
6-16-2006

DESCRIPTION APPROVED
FOR AUDITOR'S TRANSFER

BY A.C. Swartz
6-16-2006

EXEMPT FROM
PLANNING COMMISSION

Rod L. Weidig
2-16-2006

Rod L. Weidig



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Kind: DEEDS

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BK 2385 PG 603

State of OHIO,

Muskingum County, ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named Rod L. Weidig who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Zanesville, Ohio This 14th day of February, A.D. 2006.



DEANNE STOTTSBERRY
Notary Public, State of Ohio
My Commission Expires

6-23-09

Deanne Stottsberry

(Execution in accordance with Chapter 5301. of the Revised Code)

This instrument prepared by James L. Dickman Attorney

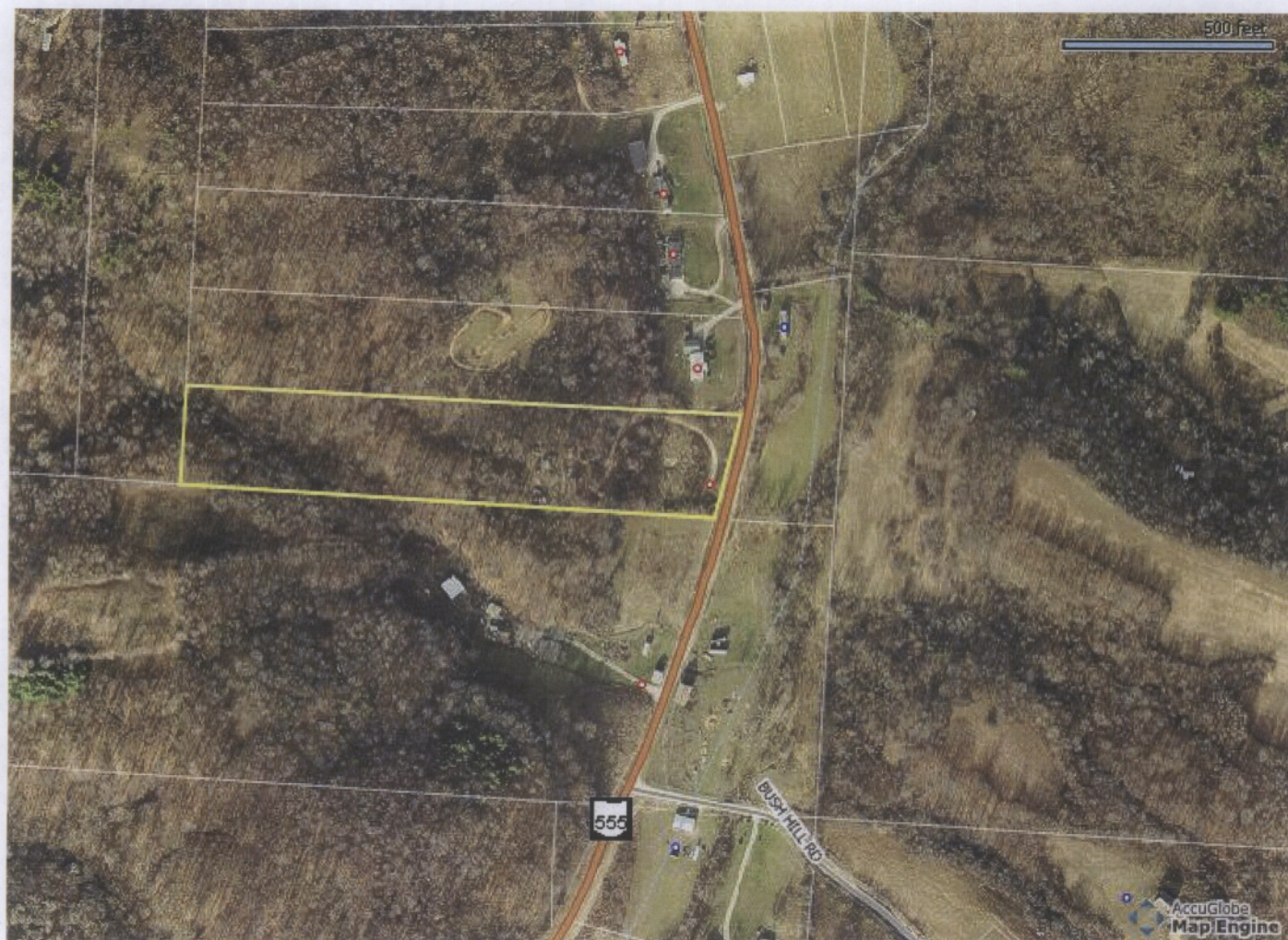


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Muskingum County GIS



Notes



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Kind: DEEDS

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ODOT RE 222-B
Rev. 06/09

ROE
State

EXHIBIT B
To
CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 3

MUS-555-2.10

PID 91671

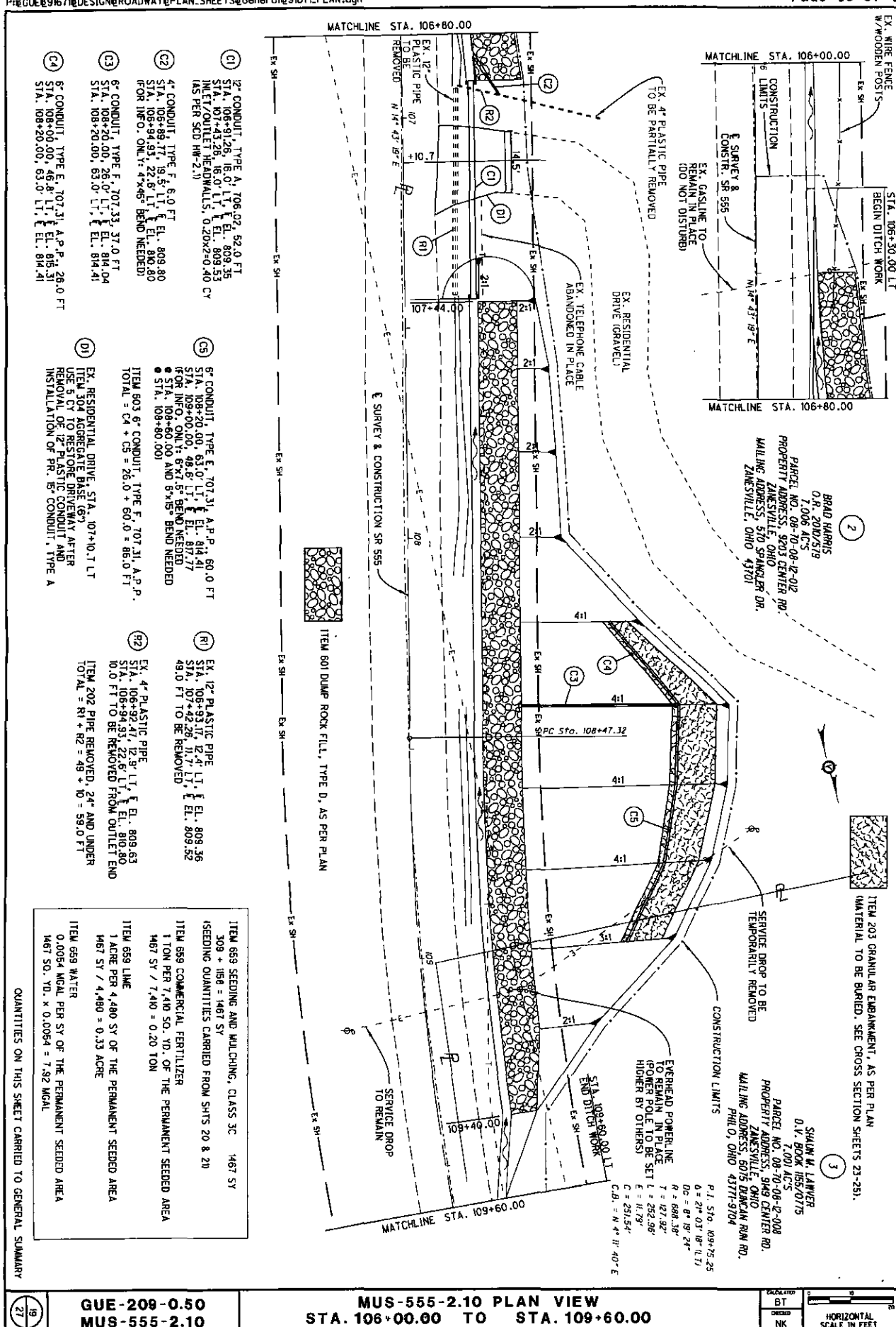
State's right to physical possession of any and all buildings, houses, garages, sheds or other types of structures as provided for in Section 2 of the *Contract For Right of Entry* to which this document is attached as Exhibit B shall be subject to only the following restrictions [if "none" then so indicate]: **NONE SEE ATTACHED PLAN SHEETS**



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exhibit

VIEW 203 GRANULAR EMBANKMENT, AS PER PLAN
(MATERIAL TO BE BURIED. SEE CROSS SECTION SHEETS 23-25)

PARCEL NO. 08-70-08-2-008
PROPERTY ADDRESS, 9149 CENTER RD.
ZANESVILLE, OHIO
MAILING ADDRESS, 6075 DUNCAN RUN RD
PHIL O, OHIO 43771-9704

EVERHEAD POWER LINE
TO REMAIN IN PLACE
(POWER POLE TO BE SET
HIGHER BY OTHERS)

MUS-555-2.10 PLAN VIEW
STA. 106+00.00 TO STA. 109+60.00

CALCULATED BT	 HORIZONTAL SCALE IN FEET
CHECKED NK	

GUE-209-0.50
MUS-555-2.10

19
27