

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITH BUILDING(S)

PARCEL(S): 020-SH, T, T2
FAI-037-06.10

This Agreement is by and between the State of Ohio, Department of Transportation ["Purchaser"] and Jeffrey D. Hutchison and Peggy J. Hutchison ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are collectively referred to as "the Parties".

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

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$280,000.00, the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) all supplemental instruments reasonably necessary to transfer the title of the property; and (e) two-story residence, 168' picket one pole, and one boulder; along with the right for the Purchaser to use the area within the Temporary Easement and the structure within the Temporary Easement as a "Field Office" for use by ODOT and their Agents before, during, and after construction until the structure is razed and removed within the duration of the Temporary Easement lasting 24 months from ODOT taking possession plus any agreed upon extensions.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all real estate taxes and assessments that are a lien when this Agreement closes, during construction, and after the Temporary Easement concludes. The taxes and assessments for the current calendar year and future years are the responsibility of Seller as State of Ohio does not pay any property taxes. Seller shall be responsible for all future installments of special assessments levied and assessed against the real property, whether or not the assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the property as of the transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the

foregoing items to be paid by Seller; any balance remaining after such taxes and assessments are discharged and shall be paid to Seller. Any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, at closing, shall transfer and convey to Purchaser, its successors and assigns, the property rights described in Exhibit A, together with all the appurtenances and hereditaments, all buildings and improvements, and all fixtures attached to or used with said land, buildings and improvements including, but not limited to, all heating, hot water, air conditioning, plumbing, electrical fixtures with bulbs or tubes, window shades, venetian blinds, curtain and traverse rods, awnings, storm and screen sashes and doors, shrubbery and trees.

If the rights, titles and interests described in Exhibit A are in fee simple, then such sale and conveyance by Seller shall be by general warranty deed with, if applicable, full release of dower. If the rights, titles, and interests described in Exhibit A are less than fee simple, then such sale and conveyance by Seller shall be by deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller shall release to Purchaser, its successors and assigns, all abutters' rights, including access rights to any remaining lands of Seller from which the property is being severed.

4. Supplemental Instruments

Seller shall execute all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller warrants the property described in Exhibit A is free and clear from all liens and encumbrances except: (a) easements, restrictions, conditions and covenants of record; (b) legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall reasonably assist to procure and deliver to Purchaser releases and cancellations of all other rights, titles and interests in the property described in Exhibit A, including, but not limited to, those belonging to tenants, lessees, mortgagees or others in possession or otherwise occupying the property, and all assessment claims against said property.

If a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's lien secured by the property described in Exhibit A, then this Agreement shall be null and void and the Parties shall be discharged and released from all obligations of this Agreement. The term "fails to cooperate" shall include a demand or request by a mortgagee for a fee to release that mortgagee's lien that Purchaser deems excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any structure or fixture on the property described in Exhibit A. If, before possession of the property is surrendered to Purchaser, the property, including structures and fixtures, suffers any damage, change, alteration or destruction then, and without regard to the cause, Seller shall restore the property to its condition when Seller executed this Agreement; in the alternative, Seller may accept the purchase price less restoration costs. If Seller refuses to either restore the premises or accept the decreased consideration, then Purchaser, after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days after Seller delivers the Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within 20 days, this Agreement shall be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 60 days after the last execution of this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of all structures occupied by Seller, or the portions occupied by Seller, to Purchaser not later than 30 days after Purchaser tenders the purchase price to Seller. Purchaser may withhold in escrow from the purchase price the sum of

\$180,000.00 to ensure that the structures will be vacated within 90 days and that the structures will be surrendered to Purchaser in the same condition when Seller executed this Agreement. If Seller properly vacates and surrenders possession of the structures, then \$180,000.00 shall be paid immediately to Seller. If the structures are not vacated, a rental agreement for the structures shall be entered into by the Parties, in which Seller and any tenants shall be the lessee(s) and Purchaser shall be the lessor. Upon execution of such rental agreement, the \$100,000.00 shall be paid immediately to Seller. If Seller fails to enter into such rental agreement, then Purchaser may retain all or part of the \$180,000.00 withheld in escrow to compensate Purchaser for the reasonable amount of rent that Seller owes for holding over possession of the structures, plus an amount to pay any taxes, assessments and restoration costs.

12. Physical Possession of Vacant Land and Structures

Seller shall surrender physical possession of vacant land and vacant structures, including keys, codes, or other means of accessing buildings, to Purchaser by the date Purchaser tenders the purchase price to Seller.

13. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser when Purchaser tenders the purchase price to Seller. From that date forward, Purchaser may collect and retain as its own funds all rental payments. Any prepaid rents shall be prorated to the date the purchase price is tendered by Purchaser.

14. Binding Agreement

This Agreement shall bind and benefit the Parties and their respective heirs, executors, administrators, successors and assigns.

15. 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.

16. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no other promises, provisions, terms, warranties, conditions or obligations express or implied, shall bind the Parties.

17. Survival

The parties' rights and obligations under this Agreement will survive the closing and will continue to remain in effect until the expiration of the temporary easement term and any extensions thereof.

18. Amendments and Modifications

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) indicated immediately below their respective signatures.

Jeffrey D. Hutchison
Jeffrey D. Hutchison

Date: May 24 2021

Peggy J. Hutchison
Peggy J. Hutchison

Date: May 24 2021

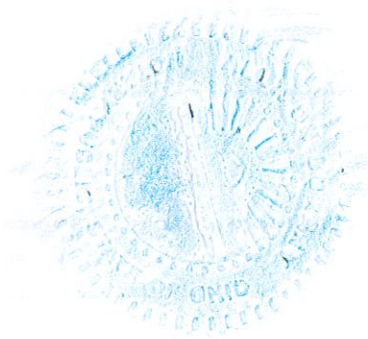
STATE OF OHIO, COUNTY OF FAIRFIELD SS:

The foregoing instrument was acknowledged before me this 24th day of May, 2021 By Jeffrey D. Hutchison and Peggy J. Hutchison. No oath or affirmation was administered to either Jeffrey D. Hutchison or Peggy J. Hutchison with regard to the notarial act.

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

Leilani Dunant
NOTARY PUBLIC

My Commission expires: 02-02-2025



STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

Jack Marchbanks JRW
Jack Marchbanks, Ph.D., Director

Date: 05/25/2021

By: John R. Wooldridge
District 5, Real Estate Administrator

EXHIBIT A

Page 1 of 3

RX 270 SH

Rev. 06/09

Ver. Date 09/11/20

PID 110412

**PARCEL 20-SH
FAI-37-06.10
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Fairfield, Township of Walnut, and being a part of Section 29, Township 16, Range 18, being part of a 6.63 acre parcel conveyed to **JEFFRY D. & PEGGY J. HUTCHISON**, by Official Record Volume 367, Page 372, and being more particularly described below:

Being a parcel of land lying right of the Centerline of Right of Way of FAI-37-06.10 made by Mead & Hunt for the Ohio Department of Transportation as recorded in Plat Book _____, Page _____ in the records of Fairfield County, and being located within the following described boundary points in the boundary thereof:

Commencing from a monument box set at the intersection of the Centerline of Right of Way of State Route 37 and the Centerline of Right of Way of State Route 256, said point being the southeast corner of Section 19, said point also being the southwest corner of Section 20, said point also being the northwest corner of Section 29, said point also being the northeast corner of Section 30, said point also being the northwest corner of a 113.854 acre parcel conveyed to Eichhorn Limited Partnership by Official Record Volume 1477, Page 2270, said point also being at PI Station 18+34.80 of the Centerline of Right of Way of State Route 37 and at PI Station 26+23.94 of the Centerline of Right of Way of State Route 256;

Thence South 87 Degrees 18 Minutes 17 Seconds East along the Centerline of Right of Way of State Route 256, said line also being the northerly line of Section 29 and the southerly line of Section 20, a portion of said line also being the northerly line of said a 3.367 acre parcel

EXHIBIT A

RX 270 SH

Page 2 of 3

Rev. 06/09

conveyed to Lance D. Hutchison and Christina L. Hutchison, by Official Record Volume 1651, Page 3160, a portion of said line also being the southerly line of a 104.20 acre parcel conveyed to Coyote Run II, LLC, by Official Record Volume 1650, Page 134, a distance of **841.61 feet** to the northwest corner of the Grantor, said point also being a northeast corner of said parcel conveyed to Lance D. Hutchison and Christina L. Hutchison, said point being at Station 34+65.55 of the Centerline of Right of Way of State Route 256, said point marking the **Principle Point of Beginning** for the parcel described herein;

1. **Thence South 87 Degrees 18 Minutes 17 Seconds East** along the Centerline of Right of Way of State Route 256, said line also being the northerly line of Section 29 and the southerly line of Section 20, said line also being the northerly line of Grantor, said line also being the southerly line of said parcel conveyed to Coyote Run II, LLC, a distance of **394.10 feet** to the northeast corner of the Grantor, said point also being the northwest corner of a 230.78 acre parcel conveyed to Leitnaker Farms, LTD, by Official Record Volume 1160, Page 127, said point being at Station 38+59.65 of the Centerline of Right of Way of State Route 256;

2. **Thence South 03 Degrees 22 Minutes 29 Seconds West** along the easterly line of the Grantor, said line also being the westerly line said parcel conveyed to Leitnaker Farms, LTD, a distance of **45.00 feet** to an iron pin set 45.00 feet right of Station 38+59.12 of the Centerline of Right of Way of State Route 256;

3. **Thence North 87 Degrees 18 Minutes 17 Seconds West** parallel to the Centerline of Right of Way of State Route 256, a distance of **304.12 feet** to an iron pin set 45.00 feet right of Station 35+55.00 of the Centerline of Right of Way of State Route 256;

4. **Thence South 86 Degrees 21 Minutes 43 Seconds West**, a distance of **90.65 feet** to an iron pin set on the westerly line of the Grantor, said line also being the easterly line of said parcel conveyed to Lance D. Hutchison and Christina L. Hutchison, said pin being 55.00 feet right of Station 34+64.90 of the Centerline of Right of Way of State Route 256;

5. **Thence North 03 Degrees 22 Minutes 29 Seconds East** along the westerly line of the Grantor, said line also being the easterly line of said parcel conveyed to Lance D. Hutchison and Christina L. Hutchison, passing through an iron pipe found at a distance of 33.05 feet, a total distance of **55.00 feet** to the **Principle Point of Beginning** and enclosing 0.417 acres, more or less of which the present road occupies 0.271 acres, resulting in a net take of 0.146 acres;

The above described area is all within Fairfield County Permanent Parcel Number 0490263200;

The iron pins set are 3/4 inch diameter x 30 inch long rebar with a 2 inch diameter aluminum cap marked ODOT R/W Mead & Hunt, Inc. 8294. Mag nails set are 1/2 inch diameter x 2 inch long

EXHIBIT A

RX 270 SH


Rev. 06/09

steel nail. Monument Boxes Set are 1 inch steel rods with a 3 inch aluminum cap set encased in a monument box assembly. Concrete Monuments Set are 3/4 inch iron pins encased in an 8 inch diameter concrete cylinder with a 3 inch diameter aluminum cap. Both the Monument Box Set and Concrete Monuments Set (Reference Monument) are detailed by ODOT standard construction drawing RM-1.1, dated 7-18-14. These monument boxes and concrete monuments are set by the highway contractor under the direction of a Professional Surveyor.

Bearings are relative to Grid North of the Ohio State Plane, South Zone. The Values were based on control set in January, 2019 using the Ohio VRS projection set: Ohio South NAD 83(2011) Datum. Bearings are for the purpose of indicating angular measurement only.

The Stations referred to herein are from the Centerline of Right of Way of State Route 256, as found on Right of Way Plan FAI-37-06.10.

This description was prepared and reviewed under the supervision of Steven J., Scheid, Jr., P.S., 8294 of Mead & Hunt on September 11, 2020 from a survey made in January, 2019.



Steven J., Scheid, Jr., P.S.
Professional Surveyor 8294
September 11, 2020



EXHIBIT A

Page 1 of 3

RX 286 T

Rev. 12/16

Ver. Date 09/11/20

PID 110412

**PARCEL 20-T
FAI-37-06.10
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT DRIVE AND PERFORM GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Fairfield, Township of Walnut, and being a part of Section 29, Township 16, Range 18, being part of a 6.63 acre parcel conveyed to **JEFFRY D. & PEGGY J. HUTCHISON**, by Official Record Volume 367, Page 372, and being more particularly described below:

Being a parcel of land lying right of the Centerline of Right of Way of FAI-37-06.10 made by Mead & Hunt for the Ohio Department of Transportation as recorded in Plat Book _____, Page _____ in the records of Fairfield County, and being located within the following described boundary points in the boundary thereof:

Commencing from a monument box set at the intersection of the Centerline of Right of Way of State Route 37 and the Centerline of Right of Way of State Route 256, said point being the southeast corner of Section 19, said point also being the southwest corner of Section 20, said point also being the northwest corner of Section 29, said point also being the northeast corner of Section 30, said point also being the northwest corner of a 113.854 acre parcel conveyed to Eichhorn Limited Partnership by Official Record Volume 1477, Page 2270, said point also being at PI Station 18+34.80 of the Centerline of Right of Way of State Route 37 and at PI Station 26+23.94 of the Centerline of Right of Way of State Route 256;

Thence South 87 Degrees 18 Minutes 17 Seconds East along the Centerline of Right of Way of State Route 256, said line also being the northerly line of Section 29 and the southerly line of Section 20, a portion of said line being the northerly line of the Grantor, a portion of said line also being the northerly line of said a 3.367 acre parcel conveyed to Lance D. Hutchison and Christina L. Hutchison, by Official Record Volume 1651, Page 3160, a portion of said line also being the southerly line of a 104.20 acre parcel conveyed to Coyote Run II, LLC, by Official Record Volume 1650, Page 134, a distance of **876.06 feet** to Station 35+00.00 of the Centerline of Right of Way of State Route 256;

EXHIBIT A

RX 286 T

Page 2 of 3

Rev. 12/16

Thence South 02 Degrees 41 Minutes 43 Seconds West perpendicular to the Centerline of Right of Way of State Route 256, a distance of **51.10 feet** to the proposed southerly Right of Way line of State Route 256, said point being 51.10 feet right of Station 35+00.00 of the Centerline of Right of Way of State Route 256, said point marking the **Principle Point of Beginning** for the parcel described herein;

1. **Thence North 86 Degrees 21 Minutes 43 Seconds East** along the proposed southerly Right of Way line of State Route 256, a distance of **55.34 feet** to an iron pin set 45.00 feet right of Station 35+55.00 of the Centerline of Right of Way of State Route 256;
2. **Thence South 02 Degrees 41 Minutes 43 Seconds West** perpendicular to the Centerline of Right of Way of State Route 256, a distance of **15.00 feet** to 60.00 feet right of Station 35+55.00 of the Centerline of Right of Way of State Route 256;
3. **Thence North 87 Degrees 18 Minutes 17 Seconds West** parallel to the Centerline of Right of Way of State Route 256, a distance of **55.00 feet** to 60.00 feet right of Station 35+00.00 of the Centerline of Right of Way of State Route 256;
4. **Thence North 02 Degrees 41 Minutes 43 Seconds East** perpendicular to the Centerline of Right of Way of State Route 256, a distance of **8.90 feet** to the **Principle Point of Beginning** and enclosing 0.015 acres, more or less of which the present road occupies 0.000 acres, resulting in a net take of 0.015 acres;

The above described area is all within Fairfield County Permanent Parcel Number 0490263200;

The iron pins set are 3/4 inch diameter x 30 inch long rebar with a 2 inch diameter aluminum cap marked ODOT R/W Mead & Hunt, Inc. 8294. Mag nails set are 1/2 inch diameter x 2 inch long steel nail. Monument Boxes Set are 1 inch steel rods with a 3 inch aluminum cap set encased in a monument box assembly. Concrete Monuments Set are 3/4 inch iron pins encased in an 8 inch diameter concrete cylinder with a 3 inch diameter aluminum cap. Both the Monument Box Set and Concrete Monuments Set (Reference Monument) are detailed by ODOT standard construction drawing RM-1.1, dated 7-18-14. These monument boxes and concrete monuments are set by the highway contractor under the direction of a Professional Surveyor.

Bearings are relative to Grid North of the Ohio State Plane, South Zone. The Values were based on control set in January, 2019 using the Ohio VRS projection set: Ohio South NAD 83(2011) Datum. Bearings are for the purpose of indicating angular measurement only.

EXHIBIT A

RX 286 T

Page 3 of 3

Rev. 12/16

The Stations referred to herein are from the Centerline of Right of Way of State Route 256, as found on Right of Way Plan FAI-37-06.10.

This description was prepared and reviewed under the supervision of Steven J., Scheid, Jr., P.S., 8294 of Mead & Hunt on September 11, 2020 from a survey made in January, 2019.



Steven J., Scheid, Jr., P.S.
Professional Surveyor 8294
September 11, 2020



EXHIBIT A

Page 1 of 3

RX 286 T

Rev. 12/16

Ver. Date 04/20/2021

PID 110412

**PARCEL 20-T2
FAI-37-06.10
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCTION PARKING, USE / THEN REMOVAL OF TWO STORY FRAME
RESIDENCE, USE OF IT'S RELATED FACILITIES AND TREE REMOVAL
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Fairfield, Township of Walnut, and being part of Section 29, Township 16, Range 18, being part of a 6.63 acre parcel conveyed to **JEFFRY D. & PEGGY J. HUTCHISON**, by Deed Volume 367, Page 372, and being more particularly described below:

Being a parcel of land laying right of the Centerline of Right of Way of FAI-37-06.10 made by Mead & Hunt for the Ohio Department of Transportation as recorded in Plat Book _____, Page _____, in the records of Fairfield County, and being located within the following described boundary thereof:

Beginning at in iron pin to be set by Mead & Hunt associated with the plans FAI-37-06.10, said pin to be located along the proposed permanent highway easement between the subject parcel and property conveyed to Lance D. and Christina L. Hutchison by OR 1651 / 3160, said pin being 55.00 feet right of Centerline Right of Way State Route 256 station 34+64.90 and referenced by an existing iron pin found by Mead & Hunt 21.95 feet right of Centerline Right of Way State Route 256 station 34+65.29;

Thence along the shared line of the subject parcel and said Hutchison parcel, South 03 degrees 22 minutes 29 seconds West, a distance of 37.05 feet to a point 95.05 feet right of Centerline Right of Way State Route 256 station 34+64.90;

Thence crossing the subject parcel, intending to include most of the existing gravel drive, the two-story frame residence and it's related facilities, room for tree and flowerbed removal, the following seven (7) courses:

- 1) South 86 degrees 49 minutes 09 seconds East, 96.45 feet to a point 92.86 feet right of Centerline Right of Way State Route 256 station 35+60.91;
- 2) South 42 degrees 20 minutes 08 seconds East, 22.10 feet to a point 108.48 feet right of Centerline Right of Way State Route 256 station 35+76.54 feet;

EXHIBIT A

Page 2 of 3

RX 286 T

Rev. 12/16

- 3) South 02 degrees 53 minutes 19 seconds West, 26.85 feet to a point 135.33 feet right of Centerline Right of Way State Route 256 station 35+76.45;
- 4) South 87 degrees 09 minutes 58 seconds East, 54.99 feet to a point 135.47 feet right of Centerline Right of Way State Route 256 station 36+31.44;
- 5) North 02 degrees 41 minutes 43 seconds East, 75.47 feet to a point 60.00 feet right of Centerline Right of Way State Route 256 station 36+31.44;
- 6) South 87 degrees 18 minutes 17seconds East, 35.00 feet to a point 60 feet right of Centerline Right of Way State Route 256 station 36+66.44;
- 7) North 02 degrees 41 minutes 43 seconds East, 15.00 feet to a point on the proposed standard highway easement referenced as Parcel 20-SH from plan FAI-37-6.10, said point being 45.00 feet right of Centerline Right of Way State Route 256 station 36+66.44;

Thence along said proposed standard highway easement, North 87 degrees 18 minutes 17 seconds West, 111.45 feet to an iron pin to be set by Mead & Hunt, said pin being 45.00 feet right of Centerline Right of Way State Route 256 station 35+55,

Thence along the temporary easement referenced as Parcel 20-T from plan FAI-37-6.10 the following three (3) courses:

- 1) South 02 degrees 41 minutes 43 seconds West, 15.00 feet to a point 60.00 feet right of Centerline Right of Way State Route 256 station 35+55;
- 2) North 87 degrees 18 minutes 17 seconds West, 55.00 feet to a point 60.00 feet right of Centerline Right of Way State Route 256 station 35+00;
- 3) North 02 degrees 41 minutes 43 seconds East, 8.90 feet to a point on said proposed standard highway easement 20-SH, said point being 51.10 feet right of Centerline Right of Way State Route 256 station 35+00;

Thence along said standard highway easement 20-SH, South 86 degrees 21 minutes 43 seconds West, 35.31 feet to the **Point of Beginning**, containing 0.225 acres more or less of which present road occupies 0.000 acres, resulting in a net take of 0.225 acres;

The above described area is all within Fairfield County Permanent parcel Number 0490263200;

The iron pins to be set by Mead & Hunt are ¾ inch diameter x 30-inch-long rebar with a 2 inch diameter aluminum cap marked ODOT R/W/ Mead & Hunt, Inc 8294. These pins to be set are not under my supervision and this exhibit is made in addition to and in realltion to plans prepared for the Ohio Department of Tansportation by Mead & Hunt names FAI-37-6.10, PID 110412. The Right of Way plans were signed on 9/11/2020. No research or investigation was made beyond this plan. The exhibit is not the result of a boundary survey and has not been made in accordance with O.A.C. 4733-37.

EXHIBIT A

RX 286 T

The documents used to prepare this description states: bearings are relative to Grid North of the Ohio State Plane, South Zone. The values were based on control set in January, 2019 using the Ohio VRS projection set: Ohio South NAD 83(2011) Datum. Bearings are for the purpose of indicating angular measurement only.

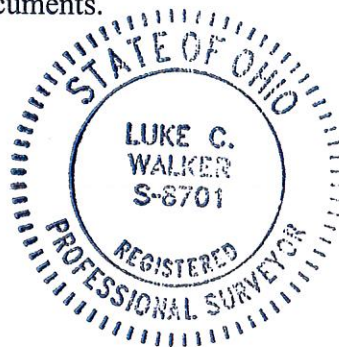
The stations referred to herein are from the Centerline of Right of Way of State Route 256, as found on Right of Way plan FAI-37-06.10, PID 110412.

This description was prepared by Luke Walker, P.S. #8701 of The Ohio Department of Transportation and is not a boundary survey or made in accordance with O.A.C. 4733-37. This description is only based on record documents.




Luke Walker, P.S. #8701

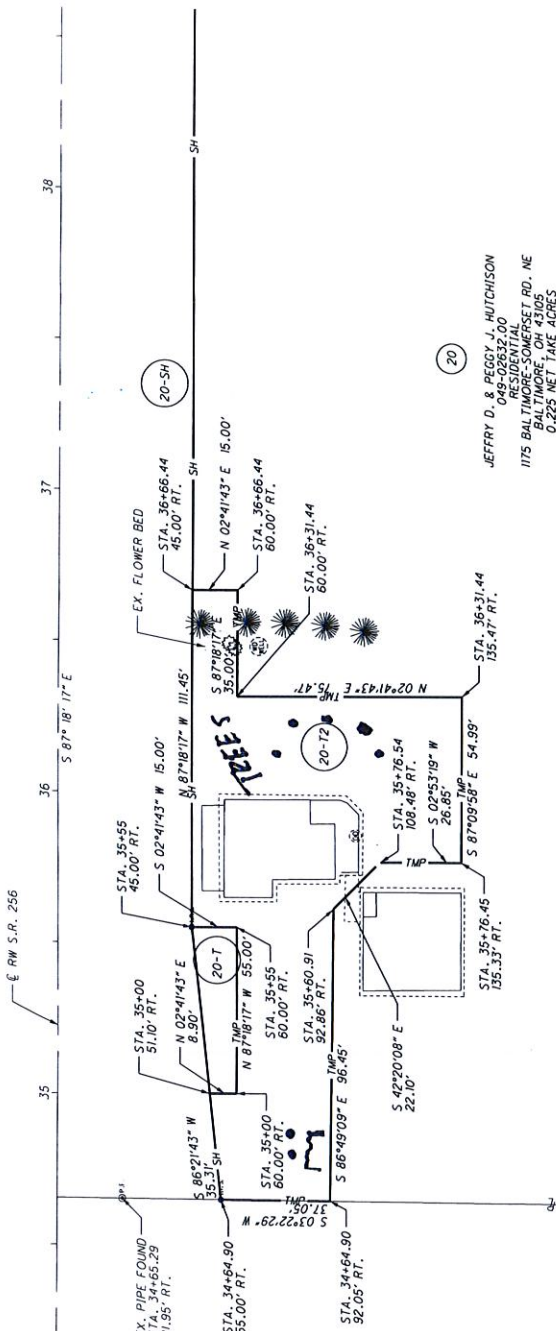
4/20/2021



FAIRFIELD COUNTY
WALNUT TOWNSHIP
SECTION 29, T16N, R18W


 SCALE IN FEET
 0 10 20
 L.M. CHECKED
 C.S. DESIGNED
 110412
 EXHIBIT 20-12

FAI-37-6-10



JEFFREY D. & PEGGY J. HUTCHISON
RESIDENTIAL
045-02632.00
1175 BALTIMORE-SOMERSET RD., NE
4.225 NET TAKE ADDRESS

MONUMENT LEGEND

- ⊗ EXISTING R/W MONUMENT BOX
- ⊠ PROPOSED R/W MONUMENT BOX
- ⊙ EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT
- ⚡ RAILROAD SPIKE FOUND
- ⚡ RAILROAD SPIKE SET
- ⊙ IRON PIN FOUND W/ ID CAP
- ⊙ IRON PIN FOUND W/ ID CAP
- ⊙ IRON PIPE FOUND
- ⊙ IRON PIPE SET
- ⊙ P.K. - NAIL FOUND
- ⊙ P.K. - NAIL SET

NOTES:
 THIS EXHIBIT IS MADE IN ADDITION TO AND IN RELATION TO PLANS PREPARED FOR THE OHIO DEPARTMENT OF TRANSPORTATION BY MEAD & HUNT NAMED FAI-37-6-10, PID 110412 THE RIGHT OF WAY PLANS OF WHICH WERE SIGNED ON 5/11/2020. NO RESEARCH OR INVESTIGATION WAS MADE BEYOND THIS PLAN. THIS EXHIBIT IS NOT THE RESULT OF A BOUNDARY SURVEY AND HAS NOT BEEN MADE IN ACCORDANCE WITH O.A.C. 4733-37.
 THE DISPOSITION OF EXISTING ITEMS WITHIN PARCEL 20-12 ARE AGREED UPON ELSEWHERE THAN THIS EXHIBIT.
 NOTE:
 ALL STATIONS AND OFFSETS ARE FROM THE CENTERLINE OF RIGHT OF WAY, S.R. 256 UNLESS OTHERWISE STATED.

REV.	DATE	DESCRIPTION	COMPLETION DATE