

C/R/S FAI
PARCEL 009-SH, T1,
T2
PID 110412

TITLE REPORT

42 YEAR REPORT ABBREVIATED REPORT UPDATE

INSTRUCTION:

- (1) R.C. 163.01 (E) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." ODOT expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgment creditors, etc.
- (2) ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (E) of its Real Estate Procedures Manual.

(1) **FEE OR OTHER PRIMARY OWNERS**

Name	Marital Status (Spouse's Name)	Interest
Retriev Technologies Incorporated, a Delaware Corporation	N/A	100%
Mailing Address: Principal Office: 125 E Commercial Street A Anaheim, CA 92801		
Principal Office in Ohio: 265 Quarry Rd Lancaster, Ohio 43130		
Phone Number (740) 653-6290		
Property Address: 8090 Lancaster-Newark Road Baltimore, OH 43105		
Registered Agent: BUSINESS FILINGS INCORPORATED aka CT Corporation System 4400 EASTON COMMONS WAY SUITE 125 COLUMBUS, OH 43219		
PHONE NUMBER: 614-280-3540		

(2) **BRIEF DESCRIPTION OF SUBJECT PREMISES**

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

Situated in the State of Ohio, County of Fairfield, Township of Walnut, in the Southwest Quarter of Section 20, Township 16, Range 18, Congress Lands, being all of Parcel #1 and Parcel #2, all of an 8.00 Acre tract a 0.208 Acre tract conveyed to The D. L. Auld Company by deeds of record in Deed Book 537, page 517, Deed Book 567, page 274 Fairfield County, Ohio, and being more particularly described as follows:

Commencing at a found railraod spike at the centerline Intersection of State Route #256 (Baltimore-Somerset Road) with State Route #37 (Lancaster-Newark Road), said spike being the southwest corner of said Section 20, the southwest corner of the Thomas O. and Ruth Ann Weidner 3.12 Acre tract (Deed Book 628, page 248, said Recorder's Office):

Thence, along said centerline of State Route #256 and the south line of said 3.12 Acres tract, North 89` degrees 10 minutes 00 seconds East, 453.30 feet to a set P.K. nail at the southeast corner of said 3.12 Acre tract, southwest corner said 8.00 Acre tract and the TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

Thence, along part of the west line of said 8.00 Acres tract and part of the east line of said 3.12 Acre tract, North 00 dgrees 07 minutes 11 seconds East, 482.10 feet to a set iron pipe at the southeast corner of said 0.208 Acre tract (passing an iron pipe set at 30.00 feet);

containing 13.364 Acres subject however, to all legal highways, easements, leases and restrictions of record, and of records in the respective utility offices.

Deed Reference: Vol 1644, Page 168-173, recorded in the Fairfield County Recorder's office in Lancaster, Ohio

APN #049-02543-00

(3-A) **MORTGAGES, LIENS AND ENCUMBRANCES**

Name & Address & Phone Number	Date Filed	Amount & Type of Lien
OR BK 1776, Pages 2946-2953 MORTGAGOR: RETRIEV TECHNOLOGIES INCORPORATED a Delaware Corporation 295 Quarry Road Southeast Lancaster, OH 92801 LENDER: AMERICAN BANK AND TRUST COMPANY organized and existing under the laws of Oklahoma Sixty Six American Plaza Tulsa, OK 74135-4347	10/05/2018	MORTGAGE MODIFICATION Agreement No. 23000382 \$2,000,000.00 AGREEMENT MATURES ON 09/15/2023 Agreement No. 1872000 \$2,000,000.00, AGREEMENT MATURES ON 09/15/2019
OR BK 1662, Pages 3609-3625 MORTGAGOR: RETRIEV TECHNOLOGIES INCORPORATED a Delaware Corporation 295 Quarry Road Southeast Lancaster, OH 92801 LENDER: AMERICAN BANK AND TRUST COMPANY organized and existing under the laws of Oklahoma P. O. Box 3339 Tulsa, OK 74101-3339	06/16/2014	MORTGAGE Agreement No. 1871900 \$1,486,664.95 Agreement No. 1872000 \$1,000,000.00 Both agreements mature on 12/15/2014

(3-B) **LEASES**

Name & Address	Commercial/Residential	Term
No leases recorded in Fairfield County, Ohio Recorder's Office		

(3-C) **EASEMENTS**

Name & Address	Type
DEED BK 580, PAGE 159, recorded 05/22/1990 GRANTOR: 3-M AULD COMPANY GRANTEE: SOUTH CENTRAL POWER COMPANY, AN OHIO CORPORATION P. O. Box 250 Lancaster, OH	10' wide x 675' long ELECTRIC EASEMENT
DEED BK 574, PAGE 143-147, recorded 08/31/1989 GRANTOR: VINTON D. HODGE AND MARTHA M. HODGE GRANTEE: THE D. L. AULD COMPANY, AN OHIO CORPORATION	SANITARY SEWER EASEMENT
DEED BK 573, PAGE 725-730, recorded 08/15/1989 GRANTOR: PHILLIP T. LEITNAKER AND CONSTANCE R. LEITNAKER GRANTEE: D. L. AULD COMPANY, AN OHIO CORPORATION	SANITARY SEWER EASEMENT
DEED BK 573, PAGE 731-736, recorded 08/15/1989 GRANTOR: ELLEN Z. LEITNAKER GRANTEE: D. L. AULD COMPANY, AN OHIO CORPORATION	SANITARY SEWER EASEMENT
DEED BK 573, PAGE 737-743, recorded 08/15/1989 GRANTOR: HAROLD W. SMITH AND HAZEL M. SMITH GRANTEE: THE D. L. AULD COMPANY, AN OHIO CORPORATION	SANITARY SEWER EASEMENT

DEED BK 573, PAGE 124, recorded 07/27/1989 GRANTOR: D. L. AULD COMPANY aka 3M AULD GRANTEE: SOUTH CENTRAL POWER COMPANY, AN OHIO CORPORATION P. O. Box 250 Lancaster, OH	20' wide Underground Power Line Easement
DEED BK 572, PAGE 320-323, recorded 07/05/1989 GRANTOR: EILEEN M. ACKLEY GRANTEE: D. L. AULD COMPANY, AN OHIO CORPORATION	WATERLINE EASEMENT
DEED BK 569, PAGE 868. Recorded 03/31/1989 GRANTOR: 3M AULD GRANTEE: SOUTH CENTRAL POWER COMPANY, AN OHIO CORPORATION P. O. Box 250 Lancaster, OH	10' Wide x 100' Long ELECTRIC EASEMENT
DEED BK 541, PAGE 13-16, recorded 04/28/1986 GRANTOR: RICHARD O. WEIDNER GRANTEE: THE D. L. AULD COMPANY	SANITATION CONTROL
DEED BK 527, PAGE 428-431, recorded 09-18-1984 GRANTOR: RICHARD O. WEIDNER, aka Richard D. Weidner GRANTEE: COLUMBIA GAS OF OHIO	NATURAL GAS EASEMENT
DEED BK 353, PAGE 86, recorded 12/16/1966 GRANTOR: HAROLD W. SMITH AND HAZEL M. SMITH GRANTEE: THE OHIO FUEL GAS COMPANY	NATURAL GAS EASEMENT
DEED BK 269, PAGE 646, recorded GRANTOR: FRANK C. MILLER GRANTEE: THE OHIO FUEL GAS COMPANY	NATURAL GAS EASEMENT
DEED BK 2 (HE), PAGE 628, recorded 12-17-1951 GRANTOR: FRANK C. MILLER GRANTEE: STATE OF OHIO	HIGHWAY EASEMENT
DEED BK 2 (HE), PAGE 626, recorded 12-17-1951 GRANTOR: FRANK C. MILLER GRANTEE: STATE OF OHIO	HIGHWAY EASEMENT

(4) **DEFECTS IN TITLE-IRREGULARITIES-COMMENTS** (Record or Off Record)

Mortgage lists the local office for Retrieval address as 295 Quarry Road Southeast, Lancaster, OH 92801, zip code is the zip code for principal office located in Anaheim, California

Auditor has Legal Acres of 13.36 rather than 13.364 acres deed records.

APN on several deeds omits a zero, 049-2543-00, rather than 049-02543-00

Restrictions recorded in Deed Book 496, Page 837

(5) **TAXES AND SPECIAL ASSESSMENTS** (List by auditor's tax parcel number, description, amount, etc.)

County: Fairfield Township: Walnut School District: Liberty Union-Thurston LSD


AUD. PAR. NO(S)	Land 35%	Building 35%	Total 35%	Taxes
	<u>\$42,260.00</u>	<u>\$668,020.00</u>	<u>\$710,280.00</u>	<u>\$37,514.60 a year</u>

(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes: No:
Comments:

This Title Report covers the time period from 12/17/1951 to 8/31/2020. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 009 -SH, T1, T2 and presently standing in the name of Retriev Technologies Incorporated as the same are entered upon the several public records of Fairfield County.

Date & Time 08/31/2020 @ 4:30 PM (am/pm)

Signed 

Print Name Kimber L. Heim

UPDATE TITLE BLOCK

This Title Report covers the time period from Click or tap to enter a date. to Click or tap to enter a date.. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) 009 -SH, T1, T2 and presently standing in the name of Retriev Technologies Incorporated as the same are entered upon the several public records of Fairfield County.

Date & Time _____ (am/pm)

Signed _____

Print Name _____

Comments from the agent who prepared the Title Update

DIST 05

CRS FAI-SR 37 - 6.10

PARCEL 009-SH, T1, T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
		Brief Land Description & Remarks				
Toxco, Inc., a Nevada corporation	Retriev Technologies Incorporated, a Delaware Corporation	08/12/2013	09/11/2013 @ 10:39am	OR BK 1644 PGS 168-173	\$20,800.00	LIMITED WARRANTY DEED
		<p>Situated in the State of Ohio, County of Fairfield, Township of Walnut, in the Southwest Quarter of Section 20, Township 16, Range 18, Congress Lands, being all of Parcel #1 and Parcel #2, all of an 8.00 Acre tract a 0.208 Acre tract conveyed to The D. L. Auld Company by deeds of record in Deed Book 537, page 517, Deed Book 567, page 274 and Deed Book 567, Page 881, respectively, Recorder's Office, Fairfield County, Ohio, and being more particulalry described as follows:</p> <p>Commecing at a found railroad spike at the centerline intersection of State Route #256 (Baltimore-Somerset Road) with State Route #37 (Lancaster-Newark Road), said spike being the southwest corner of said Section 20, the southwest corner of the Thomas O. and Ruth Ann Weidner 3.12 Acre tract (Deed Book 628, page 248, said Recorder's Office):</p> <p>Thence, along said centerline of State Route #256 and the south line of said 3.12 Acre tract, North 89 degrees 10 minutes 00 seconds East, 453.30 feet to a set P.K. nail at the southeast corner of said 3.12 Acre tract, southwest corner said 8.00 Acre tract and the TRUE POINT OF BEGINNING OF THIS DESCRIPTION:</p> <p>Thence, along part of the west line of said 8.00 Acres tract and part of the east line of said 3.12 Acre tract, North 00 degrees 07 minutes 11 seconds East, 482.10 feet to a set iron pipe at the southeast corner of said 0.208 Acre tract (passing an iron pipe set at 30.00 feet);.....containing 13.364 Acres subject however, to all legal highways, easements, leases and restrictions of record, and of records in the respective utility offices.</p> <p>PARCEL 2 NOT IN TAKE AREA, APN 053-050040-00, 265 Quarry Road, Lancaster, OH 43130</p> <p>Prior Deed Reference: Vol 677, Pages 433-437</p>				

DIST 05

CRS FAI-SR 37 - 6.10

PARCEL 009-SH, T1, T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Minnesota Mining and Manufacturing Company, a Delaware corporation, MERGING INTO	THE D. L. AULD COMPANY	03/20/1997	07/17/1998 @ 8:37 am	OR BK 674 PGS 843-850	N/A	CERTIFICATE OF MERGER
The D. L. AULD COMPANY was merged out of existence into Minnesota Mining and Manufacturing Company.						
Richard D. Weidner, MARRIED	THE D. L. AULD COMPANY, AN OHIO CORPORATION	12/29/1988	01/06/1989 @11:20 am	DEED BK 567 PGS 881-882	\$1.50	GENERAL WARRANTY DEED
<p>Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:</p> <p>Beginning at a point on section line and in the center of State Route #37, said beginning point being North 503.05 feet distant from the Southwest corner of said Section 20; (said beginning point also being the northwest corner of a 2.11 acre tract of land as deeded to R. Weidner as recorded in Volume 341, page 579, of the Fairfield County Recorder's Office); thence, along the north line of said Weidner property and the south line of the D.L. Auld Co. property (as recorded in Volume 407, page 334, and Volume 496, page 837), North 89°15' East 453.75 feet to an iron pipe found (passing an iron pipe found at 30.00 feet); thence along the east line of said Weidner property, South 0°03' West 20.00 feet to an iron pipe; thence South 89°15' West 453.73 feet to a point on section line and in the center of State Routh #37 (passing an iron pipe at 423.73 feet); thence with section line and the center of said State Route #37, North 20.00 feet to the place of beginning containing 0.208 acres and subject to all legal rights of way and easements of record.</p> <p>Restriction: This parcel shall not be utilized as a separate building site unless approved by the existing planning agency with platting authority over the area. Unless such approval is obtained, this parcel shall be used in conjunction with the parcels recorded in Volume 470, page 334 and Volume 496, page 837</p> <p>Prior Deed Reference: 341, Page 579</p>						

DIST 05

CRS FAI-SR 37 - 6.10

PARCEL 009-SH, T1, T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
HAROLD W. SMITH AND HAZEL M. SMITH, husband and wife	THE D. L. AULD COMPANY, an Ohio corporation	12/09/1988	12/13/1988 @ 2:42 pm	Deed BK 567 PGS 274-275	\$50.00	WARRANTY DEED
		Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows: Beginning at a point on section line and in the center of State Route #256, said beginning point being North 89°10' East 453.30 feet distant from the Southwest Corner of said Section 20; thence with the east line of the following properties: the M. Watson's 3.12 acre tract, Vol 499 page 7; the R. Weidner's 2.11 acre tract, Vol 341, Page 597, and the D. L. Auld Co.'s 2.566 acre tract, Vol 496, page 837 North 0°03' East 997.10 feet to an iron pipe found (passing an iron pipe at 23.00 feet and iron pipes found at 300.00 feet and at 502.10 feet); thence North 89°15' East 349.65 feet to an iron pipe; thence South 0°03' West 996.59 feet to a point on section line and in the center of said State Route #256 (passing an iron pipe at 971.59 feet); thence with section line and the center of said State Route #256, South 89°10' West 349.65 feet to the place of beginning containing 8.00 acres and subject to all legal rights of way and easements of record. PRIOR DEED REFERENCE: Deed BK 496, Page 837				
BYRON A. BLAUSER and IRENE BLAUSER, Husband and Wife	THE D. L. AULD COMPANY, an Ohio corporation	11/08/1985	11/12/1985 @ 3:15 pm	Deed BK 537 PGS 517-519	\$200.00	WARRANTY DEED
		Situated in the County of Fairfield in the State of Ohio, and in the Township of Walnut and bounded and described as follows: <u>PARCEL#1</u> : Situated in Range 18, and in the Southwest corner of Section 20, containing 2.51 acres , more or less, and being bounded on the West by Route No. 37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday the East boundary is 198 feet East of the West boundary. Length is 490 feet north of the South boundary. PRIOR DEED REFERENCE: Deed BK 407, Page 334 <u>PARCEL#2</u> : Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows: Beginning at an iron pipe which is (by previous survey) North 503.05 feet and North 89°15' East 228.00 feet distant from the Southwest Corner of said Section 20; thence North 495.00 feet to an iron pipe; thence North 89°15' East 226.00 feet to an iron pipe; thence South 0°03' West 495.00 feet to an iron pipe; thence South 89°15' West 225.75 feet to the place of beginning containing 2.566 acres and subject to all legal rights-of-way and easements of record PRIOR DEED REFERENCE: Deed BK 496, Page 837				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 05 CRS FAI-SR 37 - 6.10

PARCEL 009-SH, T1, T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
<p>HAROLD W. SMITH and HAZEL M. SMITH, husband and wife</p>	<p>BYRON A. BLAUSER AND IRENE BLAUSER</p>	<p>04/11/1980</p>	<p>04/15/1980 @ 3:40 pm</p>	<p>Deed BK 496 Pg 837</p>	<p>\$21.00</p>	<p>GENERAL WARRANTY DEED</p>
<p>Situated in the County of Fairfield, in the State of Ohio, and in the Township of Walnut: Beginning at an iron pipe which is (by previous survey) North 503.05 feet and North 89°15'East 228.00 feet distant from the Southwest Corner of said Section 20; thence North 495.00 feet to an iron pipe; thence North 89°15'East 226.00 feet to an iron pipe; thence South 0°03'West 495.00 feet to an iron pipe; thence South 89°15'West 225.75 feet to the place of beginning containing 2.566 acres and subject to all legal rights-of-way and easements of record RESTRICTION: This parcel shall not be utilized as a separate building site until approved by the existing planning agency with the platting authority over the area. Until such approval is obtained this parcel shall be used in conjunction with the parcel recorded in Vol 407, Pag 334-335 PRIOR DEED REFERENCE: Deed BK 325, Page 394</p>						
<p>ESTELLA MILLER, unmarried</p>	<p>BYRON A. BLAUSER AND IRENE BLAUSER</p>	<p>03/31/1972</p>	<p>04/04/1973 @12:00 pm</p>	<p>Deed BK 407 Pgs 334-335</p>	<p>\$4.00</p>	<p>WARRANTY DEED</p>
<p>Situated in the Township of Walnut, in the County of Fairfield, and State of Ohio. Situated in Range 18, and in the Southwest corner of Section 20, containing 2.51 acres, more or less, and being bounded on the West by Route No. 37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday the East boundary is 198 feet East of the West boundary. Length is 490 feet north of the South boundary. PRIOR DEED REFERENCE: Deed BK 334, Page 343, BK 335, Pages 418-435, BK 339, Pg 70-71</p>						

201300018972
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
09-11-2013 At 10:39 am.
DEED 80.00
OR Book 1644 Page 168 - 173

REAL ESTATE CONVEYANCE

TRANSFERRED

FEE \$ 20800

SEP 11 2013 *LK*

EXEMPT #

Jim A. Laska, Jr.
County Auditor, Fairfield County, Ohio

Jim A. Laska, Jr.
County Auditor, Fairfield County, Ohio

LIMITED WARRANTY DEED

Toxco, Inc., a Nevada corporation, Grantor, for valuable consideration paid, grants, with general warranty covenants, to Retrieiv Technologies Incorporated, a Delaware Corporation, Grantee, whose mailing address is 125 E Commercial St. A, Anaheim, CA 92801, the following described property:

Situated in the County of Fairfield, in the State of Ohio, and in the Township of Walnut, Ohio:
See **Exhibit A** attached hereto and incorporated herein by reference.
Except as to those permitted encumbrances set forth on the attached **Exhibit B**.

Parcel No: 049-254300
Property Address: 8090 Lancaster Newark Road, Baltimore, OH 43105
Prior Instrument Reference: Vol. 677, Page 433, Fairfield County Recorder

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster:
See **Exhibit C**, attached hereto and incorporated herein by reference.

Parcel No: 053-50040.00
Property Address: 265 Quarry Road, Lancaster, OH 43130
Prior Instrument Reference: Official Record 1120, Page 2623, Fairfield County Recorder

Subject to all easements, conditions, restrictions and reservations of record, together with all real estate taxes hereinafter due and payable, which taxes Grantee hereby assumes and agrees to pay.

IN WITNESS WHEREOF, Aaron Zisman, as the authorized officer of Toxco, Inc., has hereunto set his hand this 12 day of August, 2013.

Signed and acknowledged by:

TOXCO, INC.
a Nevada Corporation
By: *Aaron Zisman*
Printed Name: Aaron Zisman
Title: CO

[Notary on Following Page]

**Return After Recording to:

435503 Richard D. Wetzel, Jr., Esq., Crabbe, Brown & James, LLP
500 South Front Street, Suite 1200, Columbus, OH 43215
(614) 229-4526; (614) 229-4559 Fax

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1169

State of California
County of Orange
On [Date] before me, JM Heaston, Notary Public
personally appeared Aaron Zisman



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: JM Heaston
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

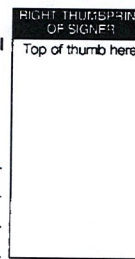
- Corporate Officer - Title(s)
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer's Name:

- Corporate Officer - Title(s)
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Exhibit A

Situated in the State of Ohio, County of Fairfield, Township of Walnut, in the Southwest Quarter of Section 20, Township 16, Range 18, Congress Lands, being all of Parcel #1 and Parcel #2, all of an 8.00 Acre tract and all of a 0.208 Acre tract conveyed to The D. L. Auld Company by deeds of record in Deed Book 537, page 517, Deed Book 567, page 274 and Deed Book 567, page 881, respectively, Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Commencing at a found railroad spike at the centerline intersection of State Route #256 (Baltimore-Somerset Road) with State Route #37 (Lancaster-Newark Road), said spike being the southwest corner of said Section 20, the southwest corner of the Thomas O. and Ruth Ann Weidner 3.12 Acre tract (Deed Book 628, page 248, said Recorder's Office);

Thence, along said centerline of State Route #256 and the south line of said 3.12 Acre tract, North 89 degrees 10 minutes 00 seconds East, 453.30 feet to a set P.K. nail at the southeast corner of said 3.12 Acre tract, southwest corner of said 8.00 Acre tract and the TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

Thence, along part of the west line of said 8.00 Acre tract and part of the east line of said 3.12 Acre tract, North 00 degrees 07 minutes 11 seconds East, 482.10 feet to a set iron pipe at the southeast corner of said 0.208 Acre tract (passing an iron pipe set at 30.00 feet);

Thence, along the south line of said 0.208 Acre tract, and across said 3.12 Acre tract, South 89 degrees 17 minutes 18 seconds West, 454.30 feet to a set P.K. nail in the centerline of said State Route #37, at the southwest corner of said 0.208 Acre tract, (passing a found iron pipe at 424.30 feet);

Thence, along said centerline of State Route #37, the west line of said 0.208 Acre tract and the west line of said Parcel #1, NORTH, 513.40 feet to a set P.K. nail at the northwest corner of said Parcel #1, and the southwest corner of the Keith C. and Sarah L. Stought 1.50 Acre tract (Deed Book 463, page 483, said Recorder's Office);

continued...

Thence, along the north lines of said Parcels #1 and #2, north line of said 8.00 Acre tract, south line of said 1.50 Acre tract, and part of a south line of the Ruth Ann Taylor, etal. tract (Deed Book 572, page 142, said Recorder's Office), North 89 degrees 09 minutes 30 seconds East, 805.04 feet to a found iron pipe at the northeast corner of said 8.00 Acre tract, and the northwest corner of the Harold W. and Hazel M. Smith tract (Deed Book 125, page 395, said Recorder's Office), passing a set iron pipe at 30.00 feet;

Thence, along the east line of said 8.00 Acre tract and the west line of said Smith tract, South 00 degrees 07 minutes 11 seconds West, 996.59 feet to a set P.K. nail in said centerline of State Route #256 at the southeast corner of said 8.00 tract and the southwest corner of said Smith tract (passing a set iron pipe at 966.59 feet and a found iron pipe at 971.59 feet);

Thence, along said centerline of State Route #256 and the south line of said 8.00 Acre tract, South 89 degrees 10 minutes 00 seconds West, 349.65 feet the place of beginning **CONTAINING 13.364 ACRES** subject however, to all legal highways, easements, leases and restrictions of record, and of records in the respective utility offices.

The foregoing description was prepared from an actual field survey made by Myers Surveying Company, Inc. in July, 1996. Iron pipes set are 30" X 1" O.D. with orange plastic caps inscribed "P.S. 6579", unless otherwise noted. Basis of bearings is the centerline of State Route #256 held as North 89 degrees 10 minutes 00 seconds East.

MYERS SURVEYING COMPANY, INC.

Albert J. Myers
 Albert J. Myers, P.S. 6579.
 MDF/lpt (180/2396)



DESCRIPTION REVIEWED AND APPROVED
 FOR TRANSFER ONLY FAIRFIELD COUNTY
 AUDITOR/ENGINEER TAX MAPS
 BY AA DATE 8/26/13
 049-02543-00

together with:

1. Waterline easement from Eileen M. Ackley of record in Deed Book 572, page 320.
2. Sanitary Sewer easements from:
 - (a) Phillip T. Leitnaker and Constance R. Leitnaker of record in Deed Book 573, page 725.
 - (b) Ellen Z. Leitnaker of record in Deed Book 573, page 731.
 - (c) Harold W. Smith and Hazel M. Smith of record in Deed Book 573, page 737.
 - (d) Vinton D. Hodge and Martha M. Hodge of record in Deed Book 574, page 143.
3. Easement to Control Sanitation from Richard D. Weidner of record in Deed Book 541, page 13. ✓

EXHIBIT "B"
Page 1 of 1

EXHIBIT B

Permitted Encumbrances

1. Restrictions of record in Deed Book 496, page 837, Recorder's Office, Fairfield County, Ohio, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or natural origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
2. Highway Easement, of record in Deed Book 2, pages 626 and 628, Recorder's Office, Fairfield County, Ohio.
3. Easement to Ohio Fuel Gas Company, of record in Deed Book 269, page 646, Recorder's Office, Fairfield County, Ohio.
4. Easement to Ohio Fuel Gas Company, of record in Deed Book 353, page 86, Recorder's Office, Fairfield County, Ohio.
5. Easement to Columbia Gas of Ohio, of record in Deed Book 527, page 428, Recorder's Office, Fairfield County, Ohio.
6. Easement to South Central Power Company, of record in Deed Book 569, page 866, Recorder's Office, Fairfield County, Ohio.
7. Easement to South Central Power Company, of record in Deed Book 573, page 124, Recorder's Office, Fairfield County, Ohio.
8. Easement to South Central Power Company, of record in Deed Book 580, page 159, Recorder's Office, Fairfield County, Ohio.

EXHIBIT "C"
Page 1 of 1

Situated in the State of Ohio, County of Fairfield, and in the City of Lancaster:

Location in Township 14, Range 18, Section 5, City of Lancaster, and being the same tract described in Deed Volume 582, Page 398, and being more fully described as follows:

Beginning at a railroad spike found in the centerline of Quarry Road and on the east line of Section 4, said point is located (by deed) North 1275.30 feet from the southeast corner of Section 4; thence North 90° 00' 00" West with the north right of way line of Commerce Street a distance of 1280.00 feet to a 5/8 inch rebar set; thence North 00° 00' 40" East a distance of 1121.50 feet to a 5/8 inch iron pipe found on the south right of way line on the Indiana and Ohio Central Railroad, thence North 78° 25' 14" East with said right of way line a distance of 1306.65 feet to a one-inch iron pin found in the centerline of Quarry Road and on the east line of Section 4; thence South 00° 00' 40" West a distance of 1383.78 feet to the point of beginning, containing 36.809 acres.

PARCEL NO .

053-50040.00

Address: 265 Quarry Road, Lancaster, OH 43130

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS
BY AS DATE 8/20/13
053-50040.00

MINNESOTA TITLE SECURITY, INC.
FILE NO. 7-23542
MINNESOTA TITLE BOOK 1996

LIMITED WARRANTY DEED
(RC5302.07 and 5302.08)

MINNESOTA MINING AND MANUFACTURING COMPANY, a Delaware corporation,
for valuable consideration paid, GRANTS WITH LIMITED WARRANTY COVENANTS,
to TOXCO, INC., a Nevada corporation, whose tax mailing address is 3200 East
Frontera, Anaheim, CA 92806, Attention: President, the following Real Property:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION.

EXCEPT as to those permitted encumbrances set forth on the attached
Exhibit B.

Subject to all easements, conditions, restrictions and reservations of
record, together with all real estate taxes hereinafter due and payable,
which taxes Grantee hereby assumes and agrees to pay.

Street Address: 8090 Lancaster Newark Road, Baltimore, Ohio
Tax District and Parcel: 049-254220, 254510, 254300, 254210

Instrument Reference: Vol. 537 Page 517 of the Deed Records of Fairfield

County, Ohio. Witness my hand(s) this 11th day of September, 1998.



Signed and acknowledged in the presence of:

Thomas A. Boardman

WITNESS
Thomas A. Boardman
Assistant Secretary

MINNESOTA MINING AND
MANUFACTURING COMPANY, a
Delaware corporation

By: Charles E. Kiester
Its: Senior Vice President
Charles E. Kiester

State of Minnesota, County of Ramsey s.s.

BE IT REMEMBERED, That on this 11th day of September, 1998, before me,
the subscriber, a Notary Public in and for said county, personally came,
Charles E. Kiester, the Senior Vice / ^{President} of Minnesota Mining and

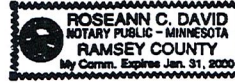
Manufacturing Company, a Delaware corporation, the Grantor in the foregoing Deed, and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Roseann C. David
NOTARY PUBLIC

This instrument was prepared by:

Andrea M. Carruthers
Faegre & Benson LLP
2200 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402-3901



M1:411740.01

TRANSFERRED

SEP 23 1998

REAL ESTATE CONVEYANCE

Fee \$ 1200.00

Exempt #

Barbara Curtis
Auditor, Fairfield County, Ohio

Barbara Curtis
County Auditor, Fairfield County, Ohio

9800025387
Filed for Record in
FAIRFIELD CO, OH
GENE WOOD
On 09-23-1998 At 01:09 pm.
DEED 26.00
Book OR Vol. 677 Pg. 433 - 437

Myers Surveying

2740 East Main Street
Bexley, Ohio 43209-2377
(614) 235-8677
Telefax 235-4559

Exhibit A

July 29, 1996

13.364 ACRES

Situated in the State of Ohio, County of Fairfield, Township of Walnut, in the Southwest Quarter of Section 20, Township 16, Range 18, Congress Lands, being all of Parcel #1 and Parcel #2, all of an 8.00 Acre tract and all of a 0.208 Acre tract conveyed to The D. L. Auld Company by deeds of record in Deed Book 537, page 517, Deed Book 567, page 274 and Deed Book 567, page 881, respectively, Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Commencing at a found railroad spike at the centerline intersection of State Route #256 (Baltimore-Somerset Road) with State Route #37 (Lancaster-Newark Road), said spike being the southwest corner of said Section 20, the southwest corner of the Thomas O. and Ruth Ann Weidner 3.12 Acre tract (Deed Book 628, page 248, said Recorder's Office);

Thence, along said centerline of State Route #256 and the south line of said 3.12 Acre tract, North 89 degrees 10 minutes 00 seconds East, 453.30 feet to a set P.K. nail at the southeast corner of said 3.12 Acre tract, southwest corner of said 8.00 Acre tract and the TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

Thence, along part of the west line of said 8.00 Acre tract and part of the east line of said 3.12 Acre tract, North 00 degrees 07 minutes 11 seconds East, 482.10 feet to a set iron pipe at the southeast corner of said 0.208 Acre tract (passing an iron pipe set at 30.00 feet);

Thence, along the south line of said 0.208 Acre tract, and across said 3.12 Acre tract, South 89 degrees 17 minutes 18 seconds West, 454.30 feet to a set P.K. nail in the centerline of said State Route #37, at the southwest corner of said 0.208 Acre tract, (passing a found iron pipe at 424.30 feet);

Thence, along said centerline of State Route #37, the west line of said 0.208 Acre tract and the west line of said Parcel #1, NORTH, 513.40 feet to a set P.K. nail at the northwest corner of said Parcel #1, and the southwest corner of the Keith C. and Sarah L. Stought 1.50 Acre tract (Deed Book 463, page 483, said Recorder's Office);

continued...

13.364 Acres

Thence, along the north lines of said Parcels #1 and #2, north line of said 8.00 Acre tract, south line of said 1.50 Acre tract, and part of a south line of the Ruth Ann Taylor, etal. tract (Deed Book 572, page 142, said Recorder's Office), North 89 degrees 09 minutes 30 seconds East, 805.04 feet to a found iron pipe at the northeast corner of said 8.00 Acre tract, and the northwest corner of the Harold W. and Hazel M. Smith tract (Deed Book 325, page 395, said Recorder's Office), passing a set iron pipe at 30.00 feet;

Thence, along the east line of said 8.00 Acre tract and the west line of said Smith tract, South 00 degrees 07 minutes 11 seconds West, 996.59 feet to a set P.K. nail in said centerline of State Route #256 at the southeast corner of said 8.00 tract and the southwest corner of said Smith tract (passing a set iron pipe at 966.59 feet and a found iron pipe at 971.59 feet);

Thence, along said centerline of State Route #256 and the south line of said 8.00 Acre tract, South 89 degrees 10 minutes 00 seconds West, 349.65 feet the place of beginning CONTAINING 13.364 ACRES subject however, to all legal highways, easements, leases and restrictions of record, and of records in the respective utility offices.

The foregoing description was prepared from an actual field survey made by Myers Surveying Company, Inc. in July, 1996. Iron pipes set are 30" X 1" O.D. with orange plastic caps inscribed "P.S. 6579", unless otherwise noted. Basis of bearings is the centerline of State Route #256 held as North 89 degrees 10 minutes 00 seconds East.

MYERS SURVEYING COMPANY, INC.

Albert J. Myers
Albert J. Myers, P.S. 6579.
MDF/lpt (18072396)



DESCRIPTION REVIEWED AND APPROVED FOR TRANSFER ONLY, FAIRFIELD COUNTY AUCTIONEER-DIX MAZE

BY AB DATE 9/23/98
049-02543-00
049-02542-10
049-02542-20
049-02545-10

56
1469A

together with:

1. Waterline easement from Eileen M. Ackley of record in Deed Book 572, page 320.
2. Sanitary Sewer easements from:
 - (a) Phillip T. Leitnaker and Constance R. Leitnaker of record in Deed Book 573, page 725.
 - (b) Ellen Z. Leitnaker of record in Deed Book 573, page 731.
 - (c) Harold W. Smith and Hazel M. Smith of record in Deed Book 573, page 737.
 - (d) Vinton D. Hodge and Martha M. Hodge of record in Deed Book 574, page 143.
3. Easement to Control Sanitation from Richard D. Weidner of record in Deed Book 541, page 13.

EXHIBIT B

Permitted Encumbrances

1. Restrictions of record in Deed Book 496, page 837, Recorder's Office, Fairfield County, Ohio, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or natural origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
2. Highway Easement, of record in Deed Book 2, pages 626 and 628, Recorder's Office, Fairfield County, Ohio.
3. Easement to Ohio Fuel Gas Company, of record in Deed Book 269, page 646, Recorder's Office, Fairfield County, Ohio.
4. Easement to Ohio Fuel Gas Company, of record in Deed Book 353, page 86, Recorder's Office, Fairfield County, Ohio. ✓
5. Easement to Columbia Gas of Ohio, of record in Deed Book 527, page 428, Recorder's Office, Fairfield County, Ohio.
6. Easement to South Central Power Company, of record in Deed Book 569, page 868, Recorder's Office, Fairfield County, Ohio. ✓
7. Easement to South Central Power Company, of record in Deed Book 573, page 124, Recorder's Office, Fairfield County, Ohio. ✓
8. Easement to South Central Power Company, of record in Deed Book 580, page 159, Recorder's Office, Fairfield County, Ohio. ✓



Prescribed by
 Bob Taft, Secretary of State
 30 East Broad Street, 14th Floor
 Columbus, Ohio 43266-4118
 Form MER (July 1994)

9800018547
 Filed for Record in
 FAIRFIELD CO, OH
 GENE WOOD
 On 07-17-1998 At 08:43 Approved
 MERGER 38.00 Date 8/2/98
 Book OR Vol. 674 Pg. Fee

1703250001

CERTIFICATE OF MERGER

In accordance with the requirements of Ohio law, the undersigned corporations, limited liability companies and/or limited partnerships, desiring to effect a merger, set forth the following facts:

I. SURVIVING ENTITY

A. The name of the entity surviving the merger is:

MIDWEST MACHINES AND MANUFACTURING COMPANY, A DELAWARE CORPORATION

(If the surviving entity is an Ohio limited partnership or qualified foreign limited partnership, its registration number must be provided.)

B. Name change: As a result of this merger, the name of the surviving entity has been changed to the following: _____

only if the name of surviving entity is changing through the merger) (complete)

C. The surviving entity is a: *(Please check the appropriate box and fill in the appropriate blanks)*

- Domestic (Ohio) corporation
- Foreign (Non-Ohio) corporation incorporated under the laws of the state/ country of Delaware _____ and licensed to transact business in the state of Ohio.
- Foreign (Non-Ohio) corporation incorporated under the laws of the state/country of _____, and NOT licensed to transact business in the state of Ohio.
- Domestic (Ohio) limited liability company
- Foreign (Non-Ohio) limited liability company organized under the laws of the state/country of _____, and registered to do business in the state of Ohio.

Foreign (Non-Ohio) limited liability company organized under the laws of the state/country of _____, and NOT registered to do business in the state of Ohio.

Domestic (Ohio) limited partnership, registration number _____

TRANSFER NOT NECESSARY

JUL 17 1998

Barbara Curtis
 CLERK, SECRETARY OF STATE

VOL 674 PAGE 843

RECEIVED
 MAR 25 1997
 BOB TAFT
 SECRETARY OF STATE

- [] Foreign (Non-Ohio) limited partnership organized under the laws of the state/country of _____, and registered to do business in the state of Ohio, under registration number _____
- [] Foreign (Non-Ohio) limited partnership organized under the laws of the state/country of _____, and NOT registered to do business in the state of Ohio.

II. Merging Entities

The name, type of entity, and state/country of incorporation or organization, respectively, of each entity, other than the survivor, which is a party to the merger are as follows: *(if insufficient space to cover this item, please attach a separate sheet listing the merging entities/Ohio registered or foreign qualified limited partnerships must include registration number)*

Name	State/ Country of Organization	Type of Entity
The O.L. Auld Company	Ohio	corporation <u>19379</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

III. Merger Agreement on File

The name and mailing address of the person or entity from whom/which eligible persons may obtain a copy of the agreement of merger upon written request:

Name	Address
Roger P. Smith Secretary Minnesota Mining and Manufacturing Company	<u>3M Center, Bldg. 220-14W-06</u> (street and number) <u>St. Paul, MN 55144-1000</u> (city, village or township) (state) (zip code)

IV. Effective Date of Merger

This merger is to be effective:

On _____ *(if a date is specified, the date must be a date on or after the date of filing; the effective date of the merger cannot be earlier than the date of filing; if no date is specified, the date of filing will be the effective date of the merger).*

V. Merger Authorized

The laws of the state or country under which each constituent entity exists, permits this merger. This merger was adopted, approved and authorized by each of the constituent entities in compliance with the laws of the state under which it is organized, and the persons signing this certificate on behalf of each of the constituent entities are duly authorized to do so.

VI. Statutory Agent

The name and address of the surviving entity's statutory agent upon whom any process, notice or demand may be served is:

Name	Address
_____	_____ <small>(complete street address)</small>
	_____ <small>(city, village or township) (zip code)</small>

(This item MUST be completed if the surviving entity is a foreign entity which is not licensed, registered or otherwise authorized to conduct or transact business in the State of Ohio)

Acceptance of Agent

The undersigned, named herein as the statutory agent for the above referenced surviving entity, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature of Agent

(The acceptance of agent must be completed by domestic surviving entities if through this merger the statutory agent for the surviving entity has changed, or the named agent differs in any way from the name reflected on the Secretary of State's records.)

VII. Statement of Merger

Upon filing, or upon such later date as specified herein, the merging entity/entities listed herein shall merge into the listed surviving entity.

VIII. Amendments

The articles of incorporation, articles of organization or certificate of limited partnership (strike the inapplicable terms) of the surviving domestic entity herein, are amended as set forth in the attached "Exhibit A"

(Please note that any amendments to articles of incorporation, articles of organization or to a certificate of limited partnership MUST be attached if the surviving entity is a DOMESTIC corporation, limited liability company, or limited partnership.)

IX. Qualification or Licensure of Foreign Surviving Entity

A. The listed surviving foreign corporation, limited liability company, or limited partnership desires to transact business in Ohio as a foreign corporation, foreign limited liability company, or foreign limited partnership, and hereby appoints the following as its statutory agent upon whom process, notice or demand against the entity may be served in the State of Ohio. The name and complete address of the statutory agent is:

_____ (name) _____ (street and number)
 _____, Ohio _____
 (city, village or township) (zip code)

The subject surviving foreign corporation, limited liability company or limited partnership irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State if the agent cannot be found, if the corporation, limited liability company or limited partnership fails to designate another agent when required to do so, or if the corporation's, limited liability company's, or limited partnership's license or registration to do business in Ohio expires or is cancelled.

B. The qualifying entity also states as follows: (complete only if applicable)

1. **Foreign Qualifying Limited Liability Company**
 (If the qualifying entity is a foreign limited liability company, the following information must be completed)
 - a. The name of the limited liability company in its state of organization/registration is _____
 - b. The name under which the limited liability company desires to transact business in Ohio is _____
 - c. The limited liability company was organized or registered on _____ under the laws of the state/country of _____
month day year
 - d. The address to which interested persons may direct request for copies of the articles of organization, operating agreement, bylaws, or other charter documents of the company is: _____

Foreign Qualifying Limited Partnership

(If the qualifying entity is a foreign limited partnership, the following information must be completed)

- a. The name of limited partnership is _____
- b. The limited partnership was formed on _____
under the laws of the state/country of _____
- c. The address of the office of the limited partnership in its state/country of organization is _____
- d. The limited partnership's principal office address is _____
- e. The names and business or residence addresses of the GENERAL partners of the partnership are as follows:

Name	Address
------	---------

_____	_____
_____	_____
_____	_____

(If insufficient space to cover this item, please attach a separate sheet listing the general partners and their respective addresses)

- f. The address of the office where a list of the names and business or residence addresses of the limited partners and their respective capital contributions is to be maintained is:

The limited partnership hereby certifies that it shall maintain said records until the registration of the limited partnership in Ohio is cancelled or withdrawn.

The undersigned constituent entities have caused this certificate of merger to be signed by its duly authorized officers, partners and representatives on the date(s) stated below.

Minnesota Mining and Manufacturing Company

The S.L. Auld Company

exact name of entity

exact name of entity

By: R. P. Smith
Its: Roger P. Smith, Secretary

By: [Signature]
Its: Stephen F. Witort, Secretary

Date: 3-20-97

Date: _____

exact name of entity

exact name of entity

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

exact name of entity

exact name of entity

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

exact name of entity

exact name of entity

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

exact name of entity

exact name of entity

By: _____
Its: _____

By: _____
Its: _____


Date: _____

Date: _____

(Please note that the chairman of the board, the president, vice president, secretary or an assistant secretary must sign on behalf of each constituent corporation, and at least one general partner must sign on behalf of each constituent limited partnership; if insufficient space for signature, a separate sheet should be attached containing such signatures)

19379 UNITED STATES OF AMERICA,
STATE OF OHIO,
OFFICE OF THE SECRETARY OF STATE

I, BOB TAFT, Secretary of State of the State of Ohio, do hereby certify that the foregoing is a true and correct copy, consisting of 16 pages, as taken from the original record now in my official custody as Secretary of State.



WITNESS my hand and official seal at Columbus, Ohio, this 16th day of June, A.D. 1998

Bob Taft
BOB TAFT
Secretary of State

By: C. Cenci

NOTICE: This is an official certification only when reproduced in red ink

Legal Description:

13.364 ACRES

Situated in the State of Ohio, County of Fairfield, Township of Walnut, in the Southwest Quarter of Section 20, Township 16, Range 18, Congress Lands, being all of Parcel #1 and Parcel #2, all of an 8.00 Acre tract and all of a 0.208 Acre tract conveyed to The D. L. Auld Company by deeds of record in Deed Book 537, page 517, Deed Book 567, page 274 and Deed Book 567, page 881, respectively, Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Commencing at a found railroad spike at the centerline intersection of State Route #256 (Baltimore-Somerset Road) with State Route #37 (Lancaster-Newark Road), said spike being the southwest corner of said Section 20, the southwest corner of the Thomas O. and Ruth Ann Weidner 3.12 Acre tract (Deed Book 628, page 248, said Recorder's Office);

Thence, along said centerline of State Route #256 and the south line of said 3.12 Acre tract, North 89 degrees 10 minutes 00 seconds East, 453.30 feet to a set P.K. nail at the southeast corner of said 3.12 Acre tract, southwest corner of said 8.00 Acre tract and the TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

Thence, along part of the west line of said 8.00 Acre tract and part of the east line of said 3.12 Acre tract, North 00 degrees 07 minutes 11 seconds East, 482.10 feet to a set iron pipe at the southeast corner of said 0.208 Acre tract (passing an iron pipe set at 30.00 feet);

Thence, along the south line of said 0.208 Acre tract, and across said 3.12 Acre tract, South 89 degrees 17 minutes 18 seconds West, 454.30 feet to a set P.K. nail in the centerline of said State Route #37, at the southwest corner of said 0.208 Acre tract, (passing a found iron pipe at 424.30 feet);

Thence, along said centerline of State Route #37, the west line of said 0.208 Acre tract and the west line of said Parcel #1, NORTH, 513.40 feet to a set P.K. nail at the northwest corner of said Parcel #1, and the southwest corner of the Keith C. and Sarah L. Slought 1.50 Acre tract (Deed Book 463, page 483, said Recorder's Office);

Thence, along the north lines of said Parcels #1 and #2, north line of said 8.00 Acre tract, south line of said 1.50 Acre tract, and part of a south line of the Ruth Ann Taylor, et al. tract (Deed Book 572, page 142, said Recorder's Office), North 89 degrees 09 minutes 30 seconds East, 805.04 feet to a found iron pipe at the northeast corner of said 8.00 Acre tract, and the northwest corner of the Harold W. and Hazel M. Smith tract (Deed Book 325, page 395, said Recorder's Office), passing a set iron pipe at 30.00 feet;

Thence, along the east line of said 8.00 Acre tract and the west line of said Smith tract, South 00 degrees 07 minutes 11 seconds West, 996.59 feet to a set P.K. nail in said centerline of State Route #256 at the southeast corner of said 8.00 tract and the southwest corner of said Smith tract (passing a set iron pipe at 966.59 feet and a found iron pipe at 971.59 feet);

Thence, along said centerline of State Route #256 and the south line of said 8.00 Acre tract, South 89 degrees 10 minutes 00 seconds West, 349.65 feet the place of beginning CONTAINING 13.364 ACRES subject however, to all legal highways, easements, leases and restrictions of record, and of records in the respective utility offices.

The foregoing description was prepared from an actual field survey made by Myers Surveying Company, Inc. in July, 1996. Iron pipes set are 30" X 1" O.D. with orange plastic caps inscribed "P.S. 6579", unless otherwise noted. Basis of bearings is the centerline of State Route #256 held as North 89 degrees 10 minutes 00 seconds East.

together with:

1. Waterline easement from Eileen M. Ackley of record in Deed Book 572, page 320.
2. Sanitary Sewer easements from:
 - (a) Phillip T. Leitnaker and Constance R. Leitnaker of record in Deed Book 573, page 725.
 - (b) Ellen Z. Leitnaker of record in Deed Book 573, page 731.
 - (c) Harold W. Smith and Hazel M. Smith of record in Deed Book 573, page 737.
 - (d) Vinton D. Hodge and Martha M. Hodge of record in Deed Book 574, page 143.
3. Easement to Control Sanitation from Richard D. Weidner of record in Deed Book 541, page 13.

Know all Men by These Presents; That ¹ RICHARD D. WEIDNER, married
, of Fairfield County, Ohio for
valuable consideration paid, grants , with general warranty covenants, to THE D. L. AULD
COMPANY, an Ohio corporation , whose tax mailing address is 1209 North
Fifth Street, Columbus, Ohio 43201 , the following real property: Situated in the County of
Fairfield in the State of Ohio and in the Township
of Walnut and bounded and described as follows: ²

See Exhibit "A" Attached hereto and made a part hereof.

This parcel shall not be utilized as a separate building site unless approved by the existing planning agency with platting authority over the area. Unless such approval is obtained, this parcel shall be used in conjunction with the parcels recorded in Volume 407, page 334 and Volume 496, page 837.

Subject to the lien of real estate taxes not yet due, easements of record and legal highways.

Exempted from Fairfield County Subdivision Regulations. This exemption does not infer that the parcel in question is consistent with zoning and/or health department regulations.

DEC 14 1988
John C. Phillips

Prior Instrument of Reference: Volume 341 , Page 579.

Doris Jean Weidner ³ wife of ~~Richard D. Weidner~~ of the grantor, releases all rights of dower therein.

Witness their hands this 29th day of December , 1988 .

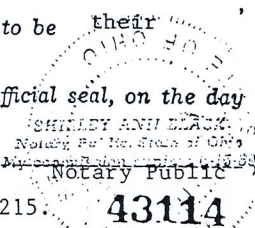
Signed and acknowledged in the presence of:

Eger A. Jordan (As to 1) *Richard D. Weidner* 1
Eger A. Jordan (As to 2) *Doris Jean Weidner* 2
Shirley A. Black (As to 1)
Shirley A. Black (As to 2)

THE STATE OF OHIO, FAIRFIELD COUNTY, ss.
Be It Remembered, That on this 29th day of December , 1988 ,
before me, the subscriber, a Notary Public in and for said County, personally came the
above named Richard D. Weidner and Doris Jean Weidner
the Grantor in the foregoing Deed, and acknowledged the signing of the same to be their
voluntary act and deed, for the uses and purposes therein mentioned.

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

This instrument was prepared by
Donald W. Jordan, Esquire
Porter, Wright, Morris & Arthur, 41 S. High Street, Columbus, Ohio 43215.



- 1. Name or names of Grantor(s) and marital status.
- 2. Description of land or interest therein and encumbrances, reservations, and exceptions, if any.
- 3. Delete whichever is not applicable.

This space for Auditor's Stamp
TRANSFERRED
JAN 5 1989
James P. Reid
County Auditor, Fairfield County, Ohio

Fee \$ 1.00
Exempt # _____
James P. Reid
Auditor, Fairfield County, Ohio

This space for Recorder's Stamp
RECEIVED in Fairfield County, Ohio
at 11:20 O'CLOCK A.M.
RECORDED *Jan 6* 1989
RECORDED IN VOL. 501 PAGE 881
JAN 5 1989
Gene Wood
Recorder - Fairfield County, Ohio

VOL 567 PAGE 881

MAIL TO: Donald W. Jordan, Porter, Wright, Morris & Arthur, 41 South High Street, Columbus, Ohio 43215

EXHIBIT "A"

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:

Beginning at a point on section line and in the center of State Route #37, said beginning point being North 503.05 feet distant from the Southwest Corner of said Section 20; (said beginning point also being the northwest corner of a 2.11 acre tract of land as deeded to R. Weidner as recorded in Volume 341, page 579, of the Fairfield County Recorder's Office); thence along the north line of said Weidner property and the south line of the D.L. Auld Co. property (as recorded in Volume 407, page 334, and volume 496, page 837), North 89°15' East 453.75 feet to an iron pipe found (passing an iron pipe found at 30.00 feet); thence along the east line of said Weidner property, South 0°03' West 20.00 feet to an iron pipe; thence South 89°15' West 453.73 feet to a point on section line and in the center of State Route #37 (passing an iron pipe at 423.73 feet); thence with section line and the center of said State Route #37, North 20.00 feet to the place of beginning containing 0.208 acres and subject to all legal rights of way and easements of record.

12/12/88
37
11620

KNA/50

This instrument was prepared by

Donald W. Jordan, Esquire

Porter, Wright, Morris & Arthur, 41 S. High Street, Columbus, Ohio 43215

Donald W. Jordan
Notary Public, State of Ohio
My Commission Expires 6/15/89
43114

1. Name or names of Grantor(s) and marital status.
2. Description of land or interest therein and encumbrances, reservations, and exceptions, if any.
3. Delete whichever is not applicable.

This space for Auditor's Stamp
TRANSFERRED
JAN 5 1989
James P. Reid
County Auditor, Fairfield County, Ohio

REAL ESTATE CONVEYANCE
Fee \$ 1.50
Exempt # _____
James P. Reid
Auditor, Fairfield County, Ohio

This space for Recorder's Stamp
RECEIVED in Fairfield County, Ohio
at 11:20 O'CLOCK A.M.
RECORDED *Jan 6 1989*
RECORD VOL. 567 PAGE 881
JAN 5 1989 *neg*
Gene Wood
Recorder - Fairfield County, Ohio

Know all Men by These Presents; That HAROLD W. SMITH AND HAZEL M. SMITH,
Husband and Wife, of Fairfield County, Ohio for
valuable consideration paid, grant, with general warranty covenants, to THE D.L. AULD
COMPANY, an Ohio corporation, whose tax mailing address is 1209 North
Fifth Street, Columbus, Ohio 43201, the following real property: Situated in the County of
Fairfield in the State of Ohio and in the Township
of Walnut and bounded and described as follows: 2

See Exhibit "A" attached hereto and made a part hereof.

Subject to easements of record, legal highways and the lien of
real estate taxes not yet due.

Also subject to applicable zoning and building laws, ordinances
and regulations.

42156

RECEIVED in Fairfield County, Ohio
at 2:42 O'CLOCK P.M.
RECORDED Dec 13 1988
RECORD 202 VOL 567 PAGE 274

Exempted from Fairfield County Subdivision Regula-
tions. This exemption does not infer that the parcel
in question is consistent with zoning and/or health
department regulations.

DEC 12 1988 (88-3228)

DEC 12 1988

John C. Phillips

Prior Instrument of Reference Volume
Gene Wood Column
Recorded in Fairfield County, Ohio

, Page

2 wife/husband of the grantor, releases all rights and

power therein.

Witness their hands this 9th day of December, 1988.

Signed and acknowledged in the presence of:

James A. Lantz
Donald W. Jordan

Harold W. Smith
HAROLD W. SMITH
Hazel M. Smith
HAZEL M. SMITH

THE STATE OF OHIO, FAIRFIELD COUNTY, ss.
Be It Remembered, That on this 9th day of December, 1988,
before me, the subscriber, a Notary Public in and for said County, personally came the
above named Harold W. Smith and Hazel M. Smith
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, on the day
and year last aforesaid.

This instrument was prepared by
Donald W. Jordan, Esq., Porter, Wright, Morris & Arthur Notary Public
41 South High Street, Columbus, Ohio 43215
James A. Lantz Attorney At Law
Lifetime Commission

- 1. Name or names of Grantor(s) and marital status.
- 2. Description of land or interest therein and encumbrances, reservations, and exceptions, if any.
- 3. Delete whichever is not applicable.

This space for Auditor's Stamp
TRANSFERRED
DEC 12 1988
James P. Reid
County Auditor, Fairfield County, Ohio

This space for Recorder's Stamp
REAL ESTATE CONVEYANCE
Fee \$ 50.⁰⁰
Exempt #
James P. Reid
Auditor, Fairfield County, Ohio

MAIL TO: Donald W. Jordan, Attorney,
Porter, Wright, Morris & Arthur, 41 South High Street,
Columbus, Ohio 43215

EXHIBIT "A"

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:

Beginning at a point on section line and in the center of State Route #256, said beginning point being North 89°10' East 453.30 feet distant from the Southwest Corner of said Section 20; thence with the east line of the following properties: the M. Watson's 3.12 acre tract, Volume 499 page 7; the R. Weidner's 2.11 acre tract, Volume 341 page 597, and the D.L. Auld Co.'s 2.566 acre tract, Volume 496 page 837, North 0°03' East 997.10 feet to an iron pipe found (passing an iron pipe at 23.00 feet and iron pipes found at 300.00 feet and at 502.10 feet); thence North 89°15' East 349.65 feet to an iron pipe; thence South 0°03' West 996.59 feet to a point on section line and in the center of said State Route #256 (passing an iron pipe at 971.59 feet); thence with section line and the center of said State Route #256, South 89°10' West 349.65 feet to the place of beginning containing 8.00 acres and subject to all legal rights of way and easements of record.

Haystack 12-12-88
37
11623

CEC/151

WARRANTY DEED

Standard Ohio Form 1601



OHIO LEGAL SUPPLY, INC.
P.O. Box 24255, Columbus, Ohio 43224

Know all Men by these Presents

That Byron A. Blausner and Irene Blausner, Husband and Wife,

REAL ESTATE TAXES
Fee \$ 200.00
Exempt

TRANSFERRED

NOV 8 1985

J. P. Reid
Auditor, Fairfield County, Ohio

J. P. Reid
County Auditor, Fairfield County, Ohio

of the Village of Baltimore, County of Fairfield

and State of Ohio Grantors, in consideration of the sum of
One Dollar (\$1.00) and other good and valuable considerations

to them paid by The D. L. Auld Company, an Ohio corporation

of the City of Columbus, County of Franklin

and State of Ohio Grantee, the receipt whereof is hereby
acknowledged, do hereby grant, bargain, sell and convey to the said
Grantee

The D. L. Auld Company,

its successors ~~and~~ and assigns forever, the

following Real Estate situated in the County of Fairfield

in the State of Ohio, and in the Township of
Walnut and bounded and described as follows:

PARCEL #1:

Situated in Range 18, and in the Southwest corner of Section 20,
containing 2.51 acres, more or less, and being bounded on the West
by Route No. 37 (State Route); and on the South by a lot which is
owned by Franklin Cleveland Miller and leased to Oscar G. Weidner;
on the North by a farm owned by Emerald E. Soliday and Electa Soliday
the East boundary is 198 feet East of the West boundary. Length is
490 feet north of the South boundary.

Being the same premises conveyed by Estella Miller, unmarried, to
Byron A. Blausner and Irene Blausner by warranty deed of record in
Volume 407 at page 334 of the deed records of Fairfield County, Ohio.

PARCEL #2:

Situated in the Township of Walnut, County of Fairfield, State of
Ohio, and being a part of the Southwest Quarter of Section 20,
Township 16, Range 18, and bounded and described as follows:

Beginning at an iron pipe which is (by previous survey) North 503.05
feet and North 89° 15' East 228.00 feet distant from the Southwest
Corner of said Section 20; thence North 495.00 feet to an iron pipe;
thence North 89° 15' East 226.00 feet to an iron pipe; thence South
0° 03' West 495.00 feet to an iron pipe; thence South 89° 15' West
225.75 feet to the place of beginning containing 2.566 acres and
subject to all legal rights-of-way and easements of record.

Being the same premises conveyed by Harold W. Smith and Hazel M.
Smith, Husband and Wife, to Byron A. Blausner and Irene Blausner by
warranty deed of record in Volume 496 at page 837 of the deed
records of Fairfield County, Ohio.

MAIL TO: NANCY B. YOUNG, PORTER, WRIGHT, 41 S. HIGH ST., COLUMBUS, OH 43215

SUBJECT to any easements, restrictions, rights-of-way and conditions of record, if any.

DESCRIPTION APPROVED FOR TRANSFER
DANIELSON CO INCORPORATED
BY *Harry Reid* DATE 11/7/75

*Last Transfer: Deed Record Volume 407 , Page 334
496 837*

To have and to hold *said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee,* The D. L. Auld Company,
its successors ~~xxxx~~ *and assigns forever.*

And the said Grantor s, Byron A. Blauser and Irene Blauser

*for themselves and their heirs
do hereby covenant with the said Grantee, The D. L. Auld Company,
its successors,*

~~xxxx~~ *and assigns, that they are lawfully seized of the premises
aforesaid; that the said premises are Free and Clear from all Incumbrances whatsoever*

except taxes and assessments which the Grantors herein will pay pro-rated to the date of this instrument and which the Grantee will assume and agree to pay thereafter, and except for any liens or encumbrances which may have arisen as result of the Grantee's possession of Parcel #1 under a Lease dated November 9th, 1976.

GENERAL WARRANTY DEED *

Harold W. Smith and Hazel M. Smith, husband and wife,

(1), of Fairfield County, Ohio,

for valuable consideration paid, grant(s), with general warranty covenants, to Byron A.

Blausner and Irene Blausner, whose tax-mailing address is

234 Yencer Street, Baltimore, Ohio 43105

the following REAL PROPERTY: Situated in the County of Fairfield, in the State

of Ohio and in the Township of Walnut (2) Being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows: Beginning at an iron pipe which is (by previous survey) North 503.05 feet and North 89° 15' East 228.00 feet distant from the Southwest Corner of said Section 20; thence North 495.00 feet to an iron pipe; thence North 89° 15' East 226.00 feet to an iron pipe; thence South 0° 03' West 495.00 feet to an iron pipe; thence South 89° 15' West 225.75 feet to the place of beginning containing 2.566 acres and subject to all legal rights of way and easements of record.

Surveyed by George A. Beiter, Ohio Registered Surveyor No. 5348, March 20, 1980.

This parcel shall not be utilized as a separate building site until approved by the existing planning agency with platting authority over the area.

Until such approval is obtained this parcel shall be used in conjunction with the parcel recorded in Volume 407, page 334, Deed Records, Fairfield County, Ohio.

DESCRIPTION APPROVED FOR TRANSFER

PCL NO. DATE: 4/3/80
FAIRFIELD CO. ENGR. LEON E. WOLFORD
BY Gary Short 29/9517

Subject to conditions, restrictions, easements and leases of record.

Prior Instrument Reference: Vol. 325, Page 394 of the Deed Records of Fairfield

County, Ohio.

(3) wife - (husband) - of the -

Grantors releases all rights of dower therein. Witness their hand(s) this 11th day of April, 1980.

Signed and acknowledged in the presence of:

James P. Reid
WITNESS

Harold W. Smith
(Harold W. Smith)

Robert E. England
WITNESS

Hazel M. Smith
(Hazel M. Smith)

State of Ohio

County of Fairfield, ss.

BE IT REMEMBERED, That on this 11th day of April, 1980, before me, the subscriber, a Notary Public in and for said county, personally came, Harold W. Smith and Hazel M. Smith, the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day

and year aforesaid. Robert E. England Notary Public

RECEIVED IN FAIRFIELD COUNTY, OHIO
APR 15 1980
RECORDED VOL 407 PAGE 337
This instrument was prepared by JACKSON, KELLER & ENGLAND, Baltimore, Ohio.

1. Name of Grantor(s) and marital status.
2. Description of and interest therein, and encumbrances, reservations, exceptions, taxes and assessments, if any.
3. Delete whichever does not apply.
4. Execution in accordance with Chapter 5301 of the Revised Code of Ohio. REAL ESTATE CONVEYANCE Fee \$ 21.00

Approved by James P. Reid Auditor's and Recorder's Stamps
No later than the date of recording of this deed, the grantor shall file with the Auditor and Recorder of Fairfield County, Ohio, a copy of this deed for recording. This approval void if not recorded by June 14, 1980 (Let split 80-53EX)
Date APR 14 1980
James P. Reid County Auditor, Fairfield County, Ohio
James P. Reid Auditor, Fairfield County, Ohio
VOL 496 PAGE 837



Know all Men by these Presents

That I, Estella Miller, unmarried,

in consideration of One Dollar (\$1.00) and Other Valuable Considerations

to me in hand paid by Byron A. Blauser and Irene Blauser

whose address is 236 Yencer Street, Baltimore, Ohio,

to the said do hereby Grant, Bargain, Sell and Convey Byron A. Blauser and Irene Blauser, their

assigns forever, the following described Real Estate, situate in the Township heirs and
of Walnut in the County of Fairfield
and State of Ohio.

Situated in Range 18, and in the Southwest corner of Section 20, containing 2.51 acres, more or less, and being bounded on the West by Route No. 37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the East boundary is 198 feet East of the West boundary. Length is 490 feet North of South boundary.

Subject to conditions, restrictions, easements, leases, and utility rights-of-way of record.

Last Transfer: Deed Record Volume 334, Page 343, Volume 335, Pages 418, 421, 424, 427, 430, 433, and Volume 339, Page 70 of the Deed Records of Fairfield County, Ohio, and all the Estate, Right, Title and Interest of the said grantor in and to said premises; To have and to hold the same, with all the privileges and appurtenances thereunto belonging, to said grantees, their heirs and assigns forever.

And the said

Estella Miller

does hereby Covenant and Warrant that the title so conveyed is Clear, Free and Unincumbered, and that she will defend the same against all lawful claims of all persons whomsoever.

Except taxes and assessments due and payable after the June, 1972, installment, which the grantees assume and agree to pay.

In Witness Whereof, the said

Estella Miller, unmarried,

~~xxxx~~
~~xxxx~~ ~~right~~ ~~xxxx~~ ~~xxxx~~ ~~xxxx~~ ~~xxxx~~ ~~xxxx~~ ~~xxxx~~ ~~xxxx~~ ~~xxxx~~
hereunto set her hand, this 31st day of March, in the year A. D. nineteen hundred and seventy-two.
Signed and acknowledged in presence of us:

Gemmill M Barnes
George K Kellogg

Estella Miller
(Estella Miller)

State of Ohio, FAIRFIELD County, ss.

On this 31st day of March, A. D. 1972, before me, a Notary Public in and for said County, personally came

Estella Miller, unmarried,

acknowledged the signing thereof to be her voluntary act and deed.
Witness my official signature and seal on the day last above mentioned.



Gemmill M Barnes

REAL ESTATE CONVEYANCE Notary Public, State of Ohio.

Fee \$ 4.30

Exempt # _____

Nell M. Wolke
Auditor, Fairfield County, Ohio

This instrument prepared by Miller and Barnes, Attorneys.

304
36343
By
Warranty Deed

Estella Miller, unmarried.

MAIL TO
Byron A. Blauser
Irene Blauser
236 Yencer Street
Baltimore, Ohio, 43105.

TRANSFERRED 19
VOL 407 PAGE 335

APR 3 1972
COUNTY AUDITOR
Nell M. Wolke
County Auditor, Fairfield County, Ohio

RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 12:00 O'CLOCK PM
RECORDED APR - 4 19 72
RECORD DEED VOL 407 PAGE 334

APR 3 1972
Ray M. Zollinger
RECORDER - FAIRFIELD COUNTY
LANCASTER, OHIO 43130
18-16-20

MILLER AND BARNES
ATTORNEYS AT LAW
EQUITABLE BLDG., FOUNTAIN SQUARE
LANCASTER, OHIO

ELECTRIC LINE — RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to SOUTH CENTRAL POWER COMPANY, an Ohio corporation (hereinafter called "South Central") whose post office address is P. O. Box 250, Lancaster, Ohio, and to its successors and assigns, the right to enter upon the lands and property of the undersigned, situated in the Township of Walnut....., County of Fairfield....., State of Ohio, and more particularly described as follows:

Being a strip of land 10' wide and 675' long as described below:

Beginning from existing padmounted transformer located on the west side of the existing building and extending north parallel to building up to the north property line (214') and then extending to the east along the north property line (269') and then extending south parallel to the new building to a new padmounted transformer (176'). The total length of this easement is approximately 675'. The above property is being located in the south west quarter of Section 20, Township 16, Range 18, Walnut Township, Fairfield County, Ohio

WO#60024
Co. Map #90-22-12

RAZ/dm

and to construct, reconstruct, rephase, relocate, repair, extend, operate and maintain on, over, across, under, and through the above described lands and property and/or all streets, roads or highways abutting said land and property, electric transmission and/or distribution lines or systems; to make such excavation as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems; to cut, trim and control the growth of by chemical means, machinery or otherwise vegetation that may interfere with or threaten to endanger the operation and maintenance of said lines or systems; and to license, permit, or otherwise agree to the joint use or occupancy of the lines or systems by any other person, association or corporation, for electrification, telephone or other utility purposes.

The undersigned agrees that all poles, wires and other facilities including any main service entrance equipment, installed on, over, across, under, or through the above described lands and property at South Central's expense shall remain the property of South Central, removable at its option, upon termination of service to said lands or property.

It is covenanted by the undersigned that the undersigned is the owner of the above described lands and property and that said lands and property are free and clear of encumbrances and liens of whatsoever character except..... and the lien of current taxes.

IN WITNESS WHEREOF, the hand of the undersigned has been set this First day of March, 19 90.

Signed and delivered in the presence of:

Theodore Stevenson
Witness

Verne Miller
Witness

William H. Goodburn
Facilities Engineering Mgr., Owner
William Goodburn - Facilities Engineering Mgr.
3-M Auld Company
Owner

3M AULD CO

STATE OF OHIO }
COUNTY OF Fairfield } SS:

BE IT REMEMBERED, that on this First day of March, 19 90, before me, the subscriber, a Notary Public in and for said County, personally came the above named William H. Goodburn, Facilities Engineering in the foregoing easement and acknowledged the signing of the same to be True voluntary act and deed, for the uses and purposes therein mentioned.

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

59545

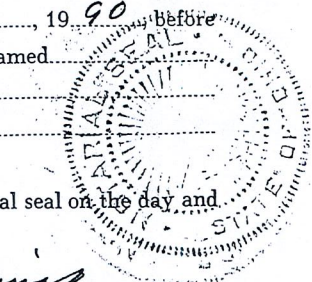
RECEIVED in Fairfield County, Ohio
RECORDED 12:27 O'CLOCK P
RECORD 420 VOL 580 PAGE 159

Dennis M. Swingle
Notary Public

DENNIS M. SWINGLEY
Notary Public, State of Ohio
My Commission expires 2-3-1992

TRANSFER NOT NECESSARY
MAR 21 1990
James Phil
AUDITOR, FAIRFIELD COUNTY, OHIO

MAR 21 1990
Gene Wood
Recorder - Fairfield County, Ohio



18-16-20

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS that VINTON D. HODGE and MARTHA M. HODGE, husband and wife ("Grantors"), for One Dollar (\$1.00) and other good and valuable consideration paid by THE D.L. AULD COMPANY, an Ohio corporation, ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, do hereby grant to Grantee, its successors and assigns forever, a perpetual easement in, over, under, across and through the following described real property for the purposes of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation, all at Grantee's expense, of a sanitary sewer force main and appurtenances thereto:

See legal description attached hereto as Exhibit "A" and made a part hereof.

PRIOR INSTRUMENT REFERENCE: Deed Book 405, Page 548, Recorder's Office, Fairfield County, Ohio.

TOGETHER WITH a reasonable right of access over Grantors' other property as necessary from time to time to exercise the easement rights granted herein.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever, for the uses and purposes set forth herein, for the benefit of Grantee's property legally described in Exhibit "B" attached hereto and made a part hereof.

Grantors, for themselves and their heirs, successors and assigns, hereby covenant with Grantee that they are the true and lawful owners of the above-described real property in fee simple, have good right and full power to grant this easement, will warrant and defend the same against the claims of all persons whomsoever, and will obtain subordinations of all mortgages encumbering the real property.

By acceptance hereof, Grantee, for itself and its successors and assigns, agrees that, as soon as practicable after all entries made pursuant to the rights granted herein, Grantee shall cause restoration of the easement area by returning the surface to its former condition as nearly as is reasonably possible.



WHEN RECORDED, MAIL TO:
Donald W. Jordan
Porter, Wright, Morris & Arthur
41 South High Street
Columbus, Ohio 43215

Grantors reserve the right to use the easement area for purposes not inconsistent with exercise of the easement rights granted herein; provided that Grantors will not pave the easement area or construct improvements thereon or take any action which may impair the strength or otherwise interfere with operation or maintenance of the sanitary sewer force main and appurtenances thereto.

Grantors waive dower rights in the property in favor of this easement grant.

IN WITNESS WHEREOF, the undersigned have executed this Sanitary Sewer Easement this 24th day of July, 1989.

Signed and acknowledged in the presence of:

William H. Goodburn
Mary L. Joyce

Vinton D. Hodge
Vinton D. Hodge
Martha M. Hodge
Martha M. Hodge

STATE OF OHIO,
COUNTY OF ~~FAIRFIELD~~, ss:
Franklin

The foregoing instrument was acknowledged before me this 24th day of July, 1989 by Vinton D. Hodge and Martha M. Hodge.



Mary Lantz Joyce
Notary Public
MARY LANTZ JOYCE
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 8, 1992

THIS INSTRUMENT PREPARED BY:

51818

Donald W. Jordan, Esq.
PORTER, WRIGHT, MORRIS & ARTHUR
41 South High Street
Columbus, Ohio 43215

JOR/739

RECEIVED in Fairfield County, Ohio
at 9:00 O'CLOCK A.M
RECORDED AUG 31 1989
RECORD 200 VOL 574 PAGE 143

16-
AUG 30 1989
Gene Wood
Recorder in Fairfield County, Ohio

DESCRIPTION OF A TEN FOOT WIDE SANITARY
SEWER FORCE MAIN EASEMENT AREA LOCATED SOUTH
OF S.R. 256 AND EAST OF S.R. 37, IN THE TOWNSHIP OF
WALNUT, COUNTY OF FAIRFIELD, STATE OF OHIO

(HODGE-SEC 29)

PERMANENT EASEMENT

Situated in the State of Ohio, County of Fairfield, Township of Walnut, and being in section 20, Township 16, Range 18, Congress Lands, being strip of land, ten (10) feet in width, said ten foot wide strip being in 1) that 0.25 acre tract of land, less exception, that is designated as TRACT ONE, and 2) that 0.25 acre tract of land, less exception, that is designated as TRACT TWO, as both tracts are described in the deed to Vinton D. Hodge and Martha M. Hodge, of record in Deed Book 405, Page 548, Recorder's Office, Fairfield County, Ohio, the centerline of said ten foot wide strip of land being described as follows:

Beginning, for reference, at the northeast corner of said Section 29, the same being at the centerline intersection of Baltimore-Somerset Road (State Route 256) and Old Millersport Road; thence N-86°33'35"W, the same being with the centerline of said State Route 256, a distance of 907.46 feet to a point at the northeasterly corner of said 0.25 acre tract (TRACT TWO); thence S-4°28'25"W, with the easterly line of said 0.25 acre tract (TRACT TWO), a distance of 22.95 feet to the true point of beginning;

Thence, from said true point of beginning, crossing both of said 0.25 acre tracts, the following two (2) courses and distances:

1.) N-87°37'15"W, a distance of 110.83 feet to an angle point;

2.) S-73°35'37"W, a distance of 22.72 feet to the point of ending in the westerly line of said 0.25 acre tract (TRACT ONE), said point of ending being located S-4°28'25"W, as measured along said westerly line, a distance of 32.72 feet from the northwesterly corner of said 0.25 acre tract (TRACT ONE);

The westerly end limit of said ten foot wide easement is coincident with the westerly line of said 0.25 acre tract (TRACT ONE).

The above described easement strip overlaps parts of existing easements. It is not the intent of the said easement to limit the use of the existing easements in any manner.

PURPOSE

For the purpose of constructing, using and maintaining a sanitary sewer force main and appurtenant works in any part of the hereinabove described ten foot wide strip of land, including the right to clean, repair and care for said sewer, together with the right of access to said strip for said purpose.

EXHIBIT "B"
(Grantee's Property)

PARCEL 1:

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:

Beginning at a point on section line and in the center of State Route #256, said beginning point being North 89°10' East 453.30 feet distant from the Southwest Corner of said Section 20; thence with the east line of the following properties: the M. Watson's 3.12 acre tract, Volume 499 page 7; the R. Weidner's 2.11 acre tract, Volume 341 page 597, and the D.L. Auld Co.'s 2.566 acre tract, Volume 496 page 837, North 0°03' East 997.10 feet to an iron pipe found (passing an iron pipe at 23.00 feet and iron pipes found at 300.00 feet and at 502.10 feet); thence North 89°15' East 349.65 feet to an iron pipe; thence South 0°03' West 996.59 feet to a point on section line and in the center of said State Route #256 (passing an iron pipe at 971.59 feet); thence with section line and the center of said State Route #256, South 89°10' West 349.65 feet to the place of beginning containing 8.00 acres and subject to all legal rights of way and easements of record.

PARCEL 2:

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:

Beginning at a point on section line and in the center of State Route #37, said beginning point being North 503.05 feet distant from the Southwest Corner of said Section 20; (said beginning point also being the northwest corner of a 2.11 acre tract of land as deeded to R. Weidner as recorded in Volume 341, page 579, of the Fairfield County Recorder's Office); thence along the north line of said Weidner property and the south line of the D.L. Auld Co. property (as recorded in Volume 407, page 334, and volume 496, page 837), North 89°15' East 453.75 feet to an iron pipe found (passing an iron pipe found at 30.00 feet); thence along the east line of said Weidner property, South 0°03' West 20.00 feet to an iron pipe; thence South 89°15' West 453.73 feet to a point on section line and in the center of State Route #37 (passing an iron pipe at 423.73 feet); thence with section line and the center of said State Route #37, North 20.00 feet to the place of beginning containing 0.208 acres and subject to all legal rights of way and easements of record.

PARCEL 3:

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:

Beginning at an iron pipe which is (by previous survey) North 503.05 feet and North 89°15' 228.00 feet distant from the Southwest Corner of said Section 20; thence North 495.00 feet to an iron pipe; thence North 89°15' East 226.00 feet to an iron pipe; thence South 0°03' West 495.00 feet to an iron pipe; thence South 89°15' West 225.75 feet to the place of beginning containing 2.566 acres and subject to all legal rights of way and easements of record.

PARCEL 4:

Being that certain 2.59-acre parcel conveyed to The D.L. Auld Company by deed recorded in Deed Book 407, Page 334, Recorder's Office, Fairfield County, Ohio.

TRANSFER
NOT NECESSARY

AUG 14 1989

James P. Auld
AUDITOR, FAIRFIELD COUNTY, OHIO

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS that PHILLIP T. LEITNAKER and CONSTANCE R. LEITNAKER, husband and wife ("Grantors"), for One Dollar (\$1.00) and other good and valuable consideration paid by THE D.L. AULD COMPANY, an Ohio corporation, ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, do hereby grant to Grantee, its successors and assigns forever, a perpetual easement in, over, under, across and through the following described real property for the purposes of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation, all at Grantee's expense, of a sanitary sewer force main and appurtenances thereto:

See legal description attached hereto as Exhibit "A" and made a part hereof.

PRIOR INSTRUMENT REFERENCE: Deed Book 460, Page 328, and Deed Book 460, Page 750, Recorder's Office, Fairfield County, Ohio.

TOGETHER WITH a reasonable right of access over Grantors' other property as necessary from time to time to exercise the easement rights granted herein-as set forth in the Construction Easement in said Exhibit "A".

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever, for the uses and purposes set forth herein, for the benefit of Grantee's property legally described in Exhibit "B" attached hereto and made a part hereof.

Grantors, for themselves and their heirs, successors and assigns, hereby covenant with Grantee that they are the true and lawful owners of the above-described real property in fee simple, have good right and full power to grant this easement, will warrant and defend the same against the claims of all persons whomsoever, and will obtain subordinations of all mortgages encumbering the real property.

By acceptance hereof, Grantee, for itself and its successors and assigns, agrees that, as soon as practicable after all entries made pursuant to the rights granted herein, Grantee shall cause restoration of the easement area by returning the surface to its former condition as nearly as is reasonably possible.

*Donald W. Jordan
Porter, Wright, Morris & Arthur
41 South High Street
Columbus, Ohio 43215*

WHEN RECORDED, MAIL TO:

Grantors reserve the right to use the easement area for purposes not inconsistent with exercise of the easement rights granted herein; provided that Grantors will not pave the easement area or construct improvements thereon or take any action which may impair the strength or otherwise interfere with operation or maintenance of the sanitary sewer force main and appurtenances thereto.

Grantors waive dower rights in the property in favor of this easement grant.

IN WITNESS WHEREOF, the undersigned have executed this Sanitary Sewer Easement this 3rd day of ~~July~~ ^{August}, 1989.

Signed and acknowledged in the presence of:

Opal E. Schellstadt
James W. Miller

Phillip T. Leitnaker
Phillip T. Leitnaker
Constance R. Leitnaker
Constance R. Leitnaker

STATE OF OHIO,
COUNTY OF FAIRFIELD, ss:

The foregoing instrument was acknowledged before me this 3rd day of ~~July~~ ^{August}, 1989 by Phillip T. Leitnaker and Constance R. Leitnaker.

JAMES W. MILLER, Attorney at Law
Notary Public, State of Ohio
My Commission Expires
Section , E.C. of Ohio

James W. Miller
Notary Public

51158

THIS INSTRUMENT PREPARED BY:

Donald W. Jordan, Esq.
PORTER, WRIGHT, MORRIS & ARTHUR
41 South High Street
Columbus, Ohio 43215

JOR/740

RECEIVED in Fairfield County, Ohio
at 11:45 O'CLOCK AM
RECORDED 15 19 89
RECORD VOL 573 PAGE 726

18- AUG 14 1989
Gene Wood
Recorder in Fairfield County, Ohio

DESCRIPTION OF A TEN FOOT WIDE SANITARY
SEWER FORCE MAIN EASEMENT AREA LOCATED SOUTH
OF S.R. 256 AND EAST OF S.R. 37, IN THE TOWNSHIP OF
WALNUT, COUNTY OF FAIRFIELD, STATE OF OHIO

(LEITNAKER-SEC 29)

PERMANENT EASEMENT

Situated in the State of Ohio, County of Fairfield, Township of Walnut, and being in Section 29, Township 16, Range 18, Congress Lands, being strip of land, ten (10) feet in width, said ten foot wide strip being in that 202.20 acre tract of land, less exceptions, that is designated as PARCEL TWO FIRST TRACT and described in two deeds to Phillip T. Leitnaker and Constance R. Leitnaker, of record in Deed Book 460, Page 328 (1/4 interest) and Deed Book 460, Page 750 (1/4 interest), Recorder's Office, Fairfield County, Ohio, the centerline of said ten foot wide strip of land being described as follows:

Beginning, for reference, at the northeast corner of said Section 29, the same being at the centerline intersection of Baltimore-Somerset Road (State Route 256) and Old Millersport Road, said reference point of beginning being at the northeasterly corner of said 202.20 acre tract; thence N-86°33'35"W, with the centerline of said State Route 256, a distance of 1,039.46 feet to a point at the northwesterly corner of that 0.25 acre tract of land designated as TRACT ONE and described in the deed to Vinton D. Hodge and Martha M. Hodge, of record in Deed Book 405, Page 548, Recorder's Office, Fairfield County, Ohio; thence S-4°28'25"W, with the westerly line of said 0.25 acre tract (TRACT ONE), a distance of 32.72 feet to the true point of beginning of the herein described easement, said true point of beginning also being a point designated for future descriptive use within this instrument as Point "A";

Thence, from said true point of beginning, crossing the residue of said 202.20 acre tract, the following eight (8) courses and distances:

- 1.) S-73°35'37"W, a distance of 139.28 feet to an angle point, said angle point being located 80.00 feet southerly from, as measured at right angles, the centerline of said State Route 256;
- 2.) N-86°29'09"W, a distance of 324.00 feet to an angle point, said angle point being located 80.00 feet southerly from, as measured at right angles, the centerline of said State Route 256;
- 3.) S-72°54'47"W, a distance of 99.00 feet to an angle point;
- 4.) N-86°23'00"W, parallel with the centerline of said State Route 256, a distance of 180.00 feet to an angle point;
- 5.) N-84°25'20"W, a distance of 117.00 feet to an angle point;
- 6.) N-64°38'42"W, a distance of 81.00 feet to an angle point;
- 7.) N-86°23'00"W, parallel with and 81.00 feet southerly from, as measured at right angles, the centerline of said State Route 256, a distance of 44.98 feet to an angle point;

DESCRIPTION OF TEN FOOT WIDE SANITARY SEWER (Cont'd)

8.) N-3°37'00"E, a distance of 81.00 feet to the point of ending in the northerly line of said 202.20 acre tract, the same being both, in the centerline of said State Route 256, said point of ending being located N-86°33'35"W, a distance of 1,357.70 feet and N-86°23'00"W, a distance of 646.87 feet from the northeast corner of said Section 29;

The easterly end limit of said ten foot wide strip being coincident with the westerly line of the aforesaid 0.25 acre tract (TRACT ONE).

The above described easement strip overlaps parts of existing easements. It is not the intent of the said easement to limit the use of the existing easements in any manner.

PURPOSE

For the purpose of constructing, using and maintaining a sanitary sewer force main and appurtenant works in any part of the hereinabove described ten foot wide strip of land, including the right to clean, repair and care for said sewer, together with the right of access to said strip for said purpose.

CONSTRUCTION EASEMENT

The right to use, only during the period of construction of the sanitary sewer facility herein provided for, the following described two (2) strips of land: and subsequent entries to maintain the line.

STRIP NO. 1

Being a strip of land twenty five feet in width, the northerly line of said twenty five foot wide strip of land being described as follows:

Beginning at Point "A", as the same is so located and designated in the hereinabove described PERMANENT EASEMENT;
 thence S-73°35'37"E, a distance of 139.28 feet to a point;
 thence N-86°29'09"W, a distance of 324.00 feet to a point;
 thence S-72°54'47"W, a distance of 99.00 feet to a point;
 thence N-86°23'00"W, a distance of 180.00 feet to a point;
 thence N-84°25'20"W, a distance of 117.00 feet to a point;
 thence N-64°38'42"W, a distance of 81.00 feet to a point;
 thence N-86°23'00"W, a distance of 44.98 feet to a point;
 thence N-3°37'00"E, a distance of 11.00 feet to the point of ending, said point of ending being located S-3°37'00"W, a distance of 70.00 feet from the centerline of said State Route 256;

The easterly end limit of said twenty five foot wide strip being coincident with the westerly line of the aforesaid 0.25 acre tract (TRACT ONE);

STRIP NO. 2

Being a strip of land, ten feet in width, the southerly line of said ten foot wide strip of land being described as follows:

89009009

June 28, 1989

DESCRIPTION OF TEN FOOT WIDE SANITARY SEWER (Cont'd)

Beginning at Point "A" as the same is so located and designated in the hereinabove described PERMANENT EASEMENT; thence S-73°35'37"W, a distance of 139.28 feet to a point; thence S-86°29'09"W, a distance of 324.00 feet to a point; thence S-72°54'47"W, a distance of 99.00 feet to a point; thence N-86°23'00"W, a distance of 180.00 feet to a point; thence N-84°25'20"W, a distance of 117.00 feet to a point; thence N-64°38'42"W, a distance of 81.00 feet to a point; thence N-86°23'00"W, a distance of 44.98 feet to a point; thence N-3°37'00"E, a distance of 11.00 feet to the point of ending, said point of ending being located S-3°37'00"W, a distance of 57.00 feet from the centerline of said State Route 256;

PARCEL 1:

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:

Beginning at a point on section line and in the center of State Route #256, said beginning point being North 89°10' East 453.30 feet distant from the Southwest Corner of said Section 20; thence with the east line of the following properties: the M. Watson's 3.12 acre tract, Volume 499 page 7; the R. Weidner's 2.11 acre tract, Volume 341 page 597, and the D.L. Auld Co.'s 2.566 acre tract, Volume 496 page 837, North 0°03' East 997.10 feet to an iron pipe found (passing an iron pipe at 23.00 feet and iron pipes found at 300.00 feet and at 502.10 feet); thence North 89°15' East 349.65 feet to an iron pipe; thence South 0°03' West 996.59 feet to a point on section line and in the center of said State Route #256 (passing an iron pipe at 971.59 feet); thence with section line and the center of said State Route #256, South 89°10' West 349.65 feet to the place of beginning containing 8.00 acres and subject to all legal rights of way and easements of record.

PARCEL 2:

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:

Beginning at a point on section line and in the center of State Route #37, said beginning point being North 503.05 feet distant from the Southwest Corner of said Section 20; (said beginning point also being the northwest corner of a 2.11 acre tract of land as deeded to R. Weidner as recorded in Volume 341, page 579, of the Fairfield County Recorder's Office); thence along the north line of said Weidner property and the south line of the D.L. Auld Co. property (as recorded in Volume 407, page 334, and volume 496, page 837), North 89°15' East 453.75 feet to an iron pipe found (passing an iron pipe found at 30.00 feet); thence along the east line of said Weidner property, South 0°03' West 20.00 feet to an iron pipe; thence South 89°15' West 453.73 feet to a point on section line and in the center of State Route #37 (passing an iron pipe at 423.73 feet); thence with section line and the center of said State Route #37, North 20.00 feet to the place of beginning containing 0.208 acres and subject to all legal rights of way and easements of record.

PARCEL 3:

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:

Beginning at an iron pipe which is (by previous survey) North 503.05 feet and North 89°15' West 18.00 feet distant from the Southwest Corner of said Section 20; thence North 495.00 feet to an iron pipe; thence North 89°15' East 226.00 feet to an iron pipe; thence South 0°03' West 95.00 feet to an iron pipe; thence South 89°15' West 225.75 feet to the place of beginning containing 2.566 acres and subject to all legal rights of way and easements of record.

PARCEL 4:

Being that certain 2.59-acre parcel conveyed to The D.L. Auld Company by deed recorded in Deed Book 407, Page 334, Recorder's Office, Fairfield County, Ohio.

TRANSFER
NOT NECESSARY
AUG 14 1989
James P. Auld
AUDITOR, FAIRFIELD COUNTY, OHIO

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS that ELLEN Z. LEITNAKER, (un)married ("Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by THE D.L. AULD COMPANY, an Ohio corporation, ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual easement in, over, under, across and through the following described real property for the purposes of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation, all at Grantee's expense, of a sanitary sewer force main and appurtenances thereto:

See legal description attached hereto as Exhibit "A" and made a part hereof.

PRIOR INSTRUMENT REFERENCE: Deed Book 212, Page 235, Recorder's Office, Fairfield County, Ohio.

TOGETHER WITH a reasonable right of access over Grantor's other property as necessary from time to time to exercise the easement rights granted herein as set forth in the Construction Easement in said Exhibit "A". E 3 L

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever, for the uses and purposes set forth herein, for the benefit of Grantee's property legally described in Exhibit "B" attached hereto and made a part hereof.

Grantor, for herself and her heirs, successors and assigns, hereby covenants with Grantee that she is the true and lawful owner of the above-described real property in fee simple, has good right and full power to grant this easement, and will warrant and defend the same against the claims of all persons whomsoever.

By acceptance hereof, Grantee, for itself and its successors and assigns, agrees that, as soon as practicable after all entries made pursuant to the rights granted herein, Grantee shall cause restoration of the easement area by returning the surface to its former condition as nearly as is reasonably possible.

WHEN RECORDED, MAIL TO:
Donald W. Jordan
Porter, Wright, Morris & Arthur
41 South High Street
Columbus, Ohio 43215

Grantor reserves the right to use the easement area for purposes not inconsistent with exercise of the easement rights granted herein; provided that Grantor will not pave the easement area or construct improvements thereon or take any action which may impair the strength or otherwise interfere with operation or maintenance of the sanitary sewer force main and appurtenances thereto.

_____, ~~husband of Grantor, waives dower rights in the property in favor of this easement grant.~~ ^{EB}

IN WITNESS WHEREOF, the undersigned have executed this Sanitary Sewer Easement this ____ day of July, 1989.

Signed and acknowledged in the presence of:

Shelly J. Gray
James W. Miller

Ellen Z. Leitnaker
Ellen Z. Leitnaker

STATE OF OHIO,
COUNTY OF FAIRFIELD, ss:

The foregoing instrument was acknowledged before me this 5th day of August, 1989 by Ellen Z. Leitnaker, ~~and~~ _____ ~~Leitnaker~~.

JAMES W. MILLER, Attorney at Law
Notary Public, State of Ohio
My Comm. No. _____ Expiration Date _____
Columbus, Ohio

James W. Miller
Notary Public

51159

18
RECEIVED in Fairfield County, Ohio
at 11:46 O'CLOCK 11 M
RECORDED Aug 15 1989
RECORD 200 VOL 573 PAGE 731

THIS INSTRUMENT PREPARED BY:

Donald W. Jordan, Esq.
PORTER, WRIGHT, MORRIS & ARTHUR
41 South High Street
Columbus, Ohio 43215

JOR/740

AUG 14 1989

Gene Wood
Recorder in Fairfield County, Ohio

DESCRIPTION OF A TEN FOOT WIDE SANITARY
SEWER FORCE MAIN EASEMENT AREA LOCATED SOUTH
OF S.R. 256 AND EAST OF S.R. 37, IN THE TOWNSHIP OF
WALNUT, COUNTY OF FAIRFIELD, STATE OF OHIO

(LEITNAKER-SEC 29)

PERMANENT EASEMENT

Situated in the State of Ohio, County of Fairfield, Township of Walnut, and being in Section 29, Township 16, Range 18, Congress Lands, being strip of land, ten (10) feet in width, said ten foot wide strip being in that 202.20 acre tract of land, less exceptions, that is designated as PARCEL TWO FIRST TRACT and described in two deeds to Phillip T. Leitnaker and Constance R. Leitnaker, of record in Deed Book 460, Page 328 (1/4 interest) and Deed Book 460, Page 750 (1/4 interest), Recorder's Office, Fairfield County, Ohio, the centerline of said ten foot wide strip of land being described as follows:

Beginning, for reference, at the northeast corner of said Section 29, the same being at the centerline intersection of Baltimore-Somerset Road (State Route 256) and Old Millersport Road, said reference point of beginning being at the northeasterly corner of said 202.20 acre tract; thence N-86°33'35"W, with the centerline of said State Route 256, a distance of 1,039.46 feet to a point at the northwesterly corner of that 0.25 acre tract of land designated as TRACT ONE and described in the deed to Vinton D. Hodge and Martha M. Hodge, of record in Deed Book 405, Page 548, Recorder's Office, Fairfield County, Ohio; thence S-4°28'25"W, with the westerly line of said 0.25 acre tract (TRACT ONE), a distance of 32.72 feet to the true point of beginning of the herein described easement, said true point of beginning also being a point designated for future descriptive use within this instrument as Point "A";

Thence, from said true point of beginning, crossing the residue of said 202.20 acre tract, the following eight (8) courses and distances:

- 1.) S-73°35'37"W, a distance of 139.28 feet to an angle point, said angle point being located 80.00 feet southerly from, as measured at right angles, the centerline of said State Route 256;
- 2.) N-86°29'09"W, a distance of 324.00 feet to an angle point, said angle point being located 80.00 feet southerly from, as measured at right angles, the centerline of said State Route 256;
- 3.) S-72°54'47"W, a distance of 99.00 feet to an angle point;
- 4.) N-86°23'00"W, parallel with the centerline of said State Route 256, a distance of 180.00 feet to an angle point;
- 5.) N-84°25'20"W, a distance of 117.00 feet to an angle point;
- 6.) N-64°38'42"W, a distance of 81.00 feet to an angle point;
- 7.) N-86°23'00"W, parallel with and 81.00 feet southerly from, as measured at right angles, the centerline of said State Route 256, a distance of 44.98 feet to an angle point;

89009009

June 28, 1989

DESCRIPTION OF TEN FOOT WIDE SANITARY SEWER (Cont'd)

8.) N-3°37'00"E, a distance of 81.00 feet to the point of ending in the northerly line of said 202.20 acre tract, the same being both, in the centerline of said State Route 256, said point of ending being located N-86°33'35"W, a distance of 1,357.70 feet and N-86°23'00"W, a distance of 646.87 feet from the northeast corner of said Section 29;

The easterly end limit of said ten foot wide strip being coincident with the westerly line of the aforesaid 0.25 acre tract (TRACT ONE).

The above described easement strip overlaps parts of existing easements. It is not the intent of the said easement to limit the use of the existing easements in any manner.

PURPOSE

For the purpose of constructing, using and maintaining a sanitary sewer force main and appurtenant works in any part of the hereinabove described ten foot wide strip of land, including the right to clean, repair and care for said sewer, together with the right of access to said strip for said purpose.

CONSTRUCTION EASEMENT

The right to use, only during the period of construction of the sanitary sewer facility herein provided for, the following described two (2) strips of land: and subsequent entries to maintain the line. EJK

STRIP NO. 1

Being a strip of land twenty five feet in width, the northerly line of said twenty five foot wide strip of land being described as follows:

Beginning at Point "A", as the same is so located and designated in the hereinabove described PERMANENT EASEMENT;
 thence S-73°35'37"E, a distance of 139.28 feet to a point;
 thence N-86°29'09"W, a distance of 324.00 feet to a point;
 thence S-72°54'47"W, a distance of 99.00 feet to a point;
 thence N-86°23'00"W, a distance of 180.00 feet to a point;
 thence N-84°25'20"W, a distance of 117.00 feet to a point;
 thence N-64°38'42"W, a distance of 81.00 feet to a point;
 thence N-86°23'00"W, a distance of 44.98 feet to a point;
 thence N-3°37'00"E, a distance of 11.00 feet to the point of ending, said point of ending being located S-3°37'00"W, a distance of 70.00 feet from the centerline of said State Route 256;

The easterly end limit of said twenty five foot wide strip being coincident with the westerly line of the aforesaid 0.25 acre tract (TRACT ONE);

STRIP NO. 2

Being a strip of land, ten feet in width, the southerly line of said ten foot wide strip of land being described as follows:

89009009

June 28, 1989

DESCRIPTION OF TEN FOOT WIDE SANITARY SEWER (Cont'd)

Beginning at Point "A" as the same is so located and designated in the hereinabove described PERMANENT EASEMENT;
thence S-73°35'37"W, a distance of 139.28 feet to a point;
thence S-86°29'09"W, a distance of 324.00 feet to a point;
thence S-72°54'47"W, a distance of 99.00 feet to a point;
thence N-86°23'00"W, a distance of 180.00 feet to a point;
thence N-84°25'20"W, a distance of 117.00 feet to a point;
thence N-64°38'42"W, a distance of 81.00 feet to a point;
thence N-86°23'00"W, a distance of 44.98 feet to a point;
thence N-3°37'00"E, a distance of 11.00 feet to the point of ending, said point of ending being located S-3°37'00"W, a distance of 57.00 feet from the centerline of said State Route 256;

EXHIBIT "B"
(Grantee's Property)

VOL 573 PAGE 736

PARCEL 1:

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:

Beginning at a point on section line and in the center of State Route #256, said beginning point being North 89°10' East 453.30 feet distant from the Southwest Corner of said Section 20; thence with the east line of the following properties: the M. Watson's 3.12 acre tract, Volume 499 page 7; the R. Weidner's 2.11 acre tract, Volume 341 page 597, and the D.L. Auld Co.'s 2.566 acre tract, Volume 496 page 837, North 0°03' East 997.10 feet to an iron pipe found (passing an iron pipe at 23.00 feet and iron pipes found at 300.00 feet and at 502.10 feet); thence North 89°15' East 349.65 feet to an iron pipe; thence South 0°03' West 996.59 feet to a point on section line and in the center of said State Route #256 (passing an iron pipe at 971.59 feet); thence with section line and the center of said State Route #256, South 89°10' West 349.65 feet to the place of beginning containing 8.00 acres and subject to all legal rights of way and easements of record.

PARCEL 2:

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:

Beginning at a point on section line and in the center of State Route #37, said beginning point being North 503.05 feet distant from the Southwest Corner of said Section 20; (said beginning point also being the northwest corner of a 2.11 acre tract of land as deeded to R. Weidner as recorded in Volume 341, page 579, of the Fairfield County Recorder's Office); thence along the north line of said Weidner property and the south line of the D.L. Auld Co. property (as recorded in Volume 407, page 334, and volume 496, page 837), North 89°15' East 453.75 feet to an iron pipe found (passing an iron pipe found at 30.00 feet); thence along the east line of said Weidner property, South 0°03' West 20.00 feet to an iron pipe; thence South 89°15' West 453.73 feet to a point on section line and in the center of State Route #37 (passing an iron pipe at 423.73 feet); thence with section line and the center of said State Route #37, North 20.00 feet to the place of beginning containing 0.208 acres and subject to all legal rights of way and easements of record.

PARCEL 3:

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:

Beginning at an iron pipe which is (by previous survey) North 503.05 feet and North 89°15' 228.00 feet distant from the Southwest Corner of said Section 20; thence North 495.00 feet to an iron pipe; thence North 89°15' East 226.00 feet to an iron pipe; thence South 0°03' West 495.00 feet to an iron pipe; thence South 89°15' West 225.75 feet to the place of beginning containing 2.566 acres and subject to all legal rights-of-way and easements of record.

PARCEL 4:

Being that certain 2.59-acre parcel conveyed to The D.L. Auld Company by deed recorded in Deed Book 407, Page 334, Recorder's Office, Fairfield County, Ohio.

TRANSFER
NOT NECESSARY
AUG 14 1989
James P. Auld
AUDITOR, FAIRFIELD COUNTY, OHIO

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS that HAROLD W. SMITH and HAZEL M. SMITH, husband and wife ("Grantors"), for One Dollar (\$1.00) and other good and valuable consideration paid by THE D.L. AULD COMPANY, an Ohio corporation, ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, do hereby grant to Grantee, its successors and assigns forever, a perpetual easement in, over, under, across and through the following described real property for the purposes of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation, all at Grantee's expense, of a sanitary sewer force main and appurtenances thereto:

See legal description attached hereto as Exhibit "A" and made a part hereof.

PRIOR INSTRUMENT REFERENCE: Deed Book 325, Page 394, Recorder's Office, Fairfield County, Ohio.

TOGETHER WITH a reasonable right of access over Grantors' other property as necessary from time to time to exercise the easement rights granted herein.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever, for the uses and purposes set forth herein, for the benefit of Grantee's property legally described in Exhibit "B" attached hereto and made a part hereof.

Grantors, for themselves and their heirs, successors and assigns, hereby covenant with Grantee that they are the true and lawful owners of the above-described real property in fee simple, have good right and full power to grant this easement, and will warrant and defend the same against the claims of all persons whomsoever.

By acceptance hereof, Grantee, for itself and its successors and assigns, agrees with Grantors that:

1. Grantee shall provide field supervision of its contractors during construction in order to make every effort to minimize disruption to Grantors and Grantors' property and shall cause its contractors to exercise extreme care while working in the vicinity of Grantors' residence and barn so as to avoid accidental damage to utility lines and to minimize damage to shrubs, trees and lawn area. Grantee's contractors shall not remove any trees along the easement.

*Donald W. Jordan
Porter, Wright, Morris & Arthur
411 South High Street
Columbus, Ohio 43215*

*WHEN RECORDED,
MAIL TO:*

2. Grantee shall cause its contractors to coordinate temporary closing of driveways with Grantors at least 2 working days prior to closure. The maximum time of closure shall be 1 hour per driveway. Access shall be maintained by use of steel plates or backfill to grade.

3. As soon as practicable after construction of the sanitary sewer line and after any other entries made pursuant to the rights granted herein, Grantee shall cause restoration of the easement area and any damaged property adjacent to the easement area to as good or better condition than when found, such restoration to include, without limitation, grading and seeding of all disturbed lawn areas, restoring culverts, repaving driveway pavement affected by the work, repairing or replacing any damaged drainage or field tile, repairing any damage to utility lines and backfilling and grading all field area (outside lawn area), all at Grantee's expense, and all to be to Grantors' satisfaction (Grantors to have the right of inspection before backfilling).

4. In addition to the consideration paid to Grantors for this Sanitary Sewer Easement, Grantee shall pay Mr. Landis, the tenant farmer, for damages to growing crops at a mutually agreed rate.

Grantors reserve the right to use the easement area for purposes not inconsistent with exercise of the easement rights granted herein; provided that Grantors will not pave the easement area or construct improvements thereon or take any action which may impair the strength or otherwise interfere with operation or maintenance of the sanitary sewer force main and appurtenances thereto.

Grantors waive dower rights in the property in favor of this easement grant.

IN WITNESS WHEREOF, the undersigned have executed this Sanitary Sewer Easement this 9th day of August, 1989.

Signed and acknowledged
in the presence of:

William H. Goodburn
Steven J. Williams

Harold W. Smith
Harold W. Smith
Hazel M. Smith
Hazel M. Smith

EXHIBIT "B"
(Grantee's Property)

PARCEL 1:

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:

Beginning at a point on section line and in the center of State Route #256, said beginning point being North 89°10' East 453.30 feet distant from the Southwest Corner of said Section 20; thence with the east line of the following properties: the M. Watson's 3.12 acre tract, Volume 499 page 7; the R. Weidner's 2.11 acre tract, Volume 341 page 597, and the D.L. Auld Co.'s 2.566 acre tract, Volume 496 page 837, North 0°03' East 997.10 feet to an iron pipe found (passing an iron pipe at 23.00 feet and iron pipes found at 300.00 feet and at 502.10 feet); thence North 89°15' East 349.65 feet to an iron pipe; thence South 0°03' West 996.59 feet to a point on section line and in the center of said State Route #256 (passing an iron pipe at 971.59 feet); thence with section line and the center of said State Route #256, South 89°10' West 349.65 feet to the place of beginning containing 8.00 acres and subject to all legal rights of way and easements of record.

PARCEL 2:

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:

Beginning at a point on section line and in the center of State Route #37, said beginning point being North 503.05 feet distant from the Southwest Corner of said Section 20; (said beginning point also being the northwest corner of a 2.11 acre tract of land as deeded to R. Weidner as recorded in Volume 341, page 579, of the Fairfield County Recorder's Office); thence along the north line of said Weidner property and the south line of the D.L. Auld Co. property (as recorded in Volume 407, page 334, and volume 496, page 837), North 89°15' East 453.75 feet to an iron pipe found (passing an iron pipe found at 30.00 feet); thence along the east line of said Weidner property, South 0°03' West 20.00 feet to an iron pipe; thence South 89°15' West 453.73 feet to a point on section line and in the center of State Route #37 (passing an iron pipe at 422.73 feet); thence with section line and the center of said State Route #37, North 20.00 feet to the place of beginning containing 0.208 acres and subject to all legal rights of way and easements of record.

PARCEL 3:

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:

Beginning at an iron pipe which is (by previous survey) North 503.05 feet and North 89°15' 228.00 feet distant from the Southwest Corner of said Section 20; thence North 495.00 feet to an iron pipe; thence North 89°15' East 226.00 feet to an iron pipe; thence South 0°03' West 495.00 feet to an iron pipe; thence South 89°15' West 225.75 feet to the place of beginning containing 2.566 acres and subject to all legal rights-of-way and easements of record.

PARCEL 4:

Being that certain 2.59-acre parcel conveyed to The D.L. Auld Company by deed recorded in Deed Book 407, Page 334, Recorder's Office, Fairfield County, Ohio.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to SOUTH CENTRAL POWER COMPANY, an Ohio corporation (hereinafter called "South Central") whose post office address is P. O. Box 250, Lancaster, Ohio, and to its successors and assigns, the right to enter upon the lands and property of the undersigned, situated in the Township of Walnut....., County of Fairfield....., State of Ohio, and more particularly described as follows:

Being a strip of land 20' wide for (underground power line easement) extending in a south easterly direction from the east edge of State Route 37 to the new transformer pad on the west side of the building occupied by D.L. Auld Company. This new easement is required to furnish primary under ground service to D.L. Auld Company. The above property being located in Section 20, Range 18, Walnut Township, Fairfield County, Ohio.

AK/trw
WO# W58101
Map #90-22-11

TRANSFER NOT NECESSARY
JUL 26 1989
James P. Reid
AUDITOR, FAIRFIELD COUNTY, OHIO

RECEIVED
MAY 24 '89
SOUTH CENTRAL POWER COMPANY

and to construct, reconstruct, rephase, relocate, repair, extend, operate and maintain on, over, across, under, and through the above described lands and property and/or all streets, roads or highways abutting said land and property, electric transmission and/or distribution lines or systems; to make such excavation as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems; to cut, trim and control the growth of by chemical means, machinery or otherwise vegetation that may interfere with or threaten to endanger the operation and maintenance of said lines or systems; and to license, permit, or otherwise agree to the joint use or occupancy of the lines or systems by any other person, association or corporation, for electrification, telephone or other utility purposes.

The undersigned agrees that all poles, wires and other facilities including any main service entrance equipment, installed on, over, across, under, or through the above described lands and property at South Central's expense shall remain the property of South Central, removable at its option, upon termination of service to said lands or property.

It is covenanted by the undersigned that the undersigned is the owner of the above described lands and property and that said lands and property are free and clear of encumbrances and liens of whatsoever character except..... and the lien of current taxes.

IN WITNESS WHEREOF, the hand of the undersigned has been set this 22 day of MAY....., 19 89.....

Signed and delivered in the presence of:

Am Cascia.....
Witness
Brenda Johnson.....
Witness

W.R. Wirick.....
GENERAL MANAGER Owner
D.L. Auld.....
D.L. Auld Company Owner

STATE OF OHIO }
COUNTY OF FRANKLIN } SS:

BE IT REMEMBERED, that on this 22nd day of May....., 1989....., before me, the subscriber, a Notary Public in and for said County, personally came the above named.....

W.R. Wirick.....
in the foregoing easement and acknowledged the signing of the same to be his.....
voluntary act and deed, for the uses and purposes therein mentioned.

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

10- RECEIVED in Fairfield County, Ohio
at 10:07 O'CLOCK A M
RECORDED JUL 27 19 89
RECORD Deed VOL 513 PAGE 124
Mary Lantz Joyce
MARY LANTZ JOYCE Notary Public
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 8, 1992

JUL 26 1989
50304
Gene Wood
Recorder - Fairfield County, Ohio

1871620
Easement

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS that EILEEN M. ACKLEY, (un)married ("Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by THE D.L. AULD COMPANY, an Ohio corporation, ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual easement in, over, under, across and through the following de'scribed real property for the purposes of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation, all at Grantee's expense, of a water line and appurtenances thereto:

See legal description and plat attached hereto as Exhibits "A" and "B," respectively, and made a part hereof.

PRIOR INSTRUMENT REFERENCE: Deed Book 461, Page 344 and Deed Book 545, Page 943, Recorder's Office, Fairfield County, Ohio.

TOGETHER WITH a reasonable right of access over Grantor's other property as necessary from time to time to exercise the easement rights granted herein.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever, for the uses and purposes set forth herein.

Grantor hereby covenants with Grantee that she is the true and lawful owner of the above-described real property in fee simple, has good right and full power to grant this easement and will obtain subordinations of all mortgages encumbering the real property.

By acceptance hereof, Grantee, for itself and its successors and assigns, agrees that, as soon as practible after all entries made pursuant to the rights granted herein, Grantee shall cause restoration of the easement area by returning the surface to its former condition as nearly as is reasonably possible.

Grantor reserves the right to use the easement area for purposes not inconsistent with exercise of the easement rights granted herein; provided that Grantor will not pave the easement area or construct improvements thereon or take any action which may impair the strength or otherwise interfere with operation or maintenance of the waterline and appurtenances thereto.

MAIL TO: Donald W. Jordan
Porter, Wright, Morris & Arthur
41 South High Street
Columbus, Ohio 43215

**TRANSFER
NOT NECESSARY**
JUN 30 1989
James Hill
RECORDER, FAIRFIELD COUNTY, OHIO

_____, husband of Grantor, joins in the execution of this instrument to waive dower rights.

IN WITNESS WHEREOF, Eileen M. Ackley has executed this Waterline Easement this 15 day of JUNE, 1989.

Signed and acknowledged in the presence of:

[Signature]
Gene Harmer

[Signature]
Eileen M. Ackley

STATE OF OHIO,
COUNTY OF FAIRFIELD, ss:

The foregoing instrument was acknowledged before me this 15 day of JUNE, 1989 by Eileen M. Ackley.

[Signature]
Notary Public
G. Gene Jackson Notary Public
No expiration date on commission

STATE OF OHIO,
COUNTY OF _____, ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 1989 by _____.

Notary Public

THIS INSTRUMENT PREPARED BY:

Donald W. Jordan, Esq.
PORTER, WRIGHT, MORRIS & ARTHUR
41 South High Street
Columbus, Ohio 43215
JOR/696

14 49247

RECEIVED in Fairfield County, Ohio
at 8:40 O'CLOCK A M
RECORDED July 5 19 89
RECORD VOL. 502 PAGE 320

JUN 30 1989

[Signature]
Recorder - Fairfield County, Ohio

DESCRIPTION OF A 10 FOOT WIDE WATER
LINE EASEMENT AREA LOCATED ON THE
SOUTHERLY SIDE OF STATE ROUTE 256 AND
EAST OF STATE ROUTE 37, IN THE TOWNSHIP
OF WALNUT, COUNTY OF FAIRFIELD,
STATE OF OHIO

Situated in the State of Ohio, County of Fairfield, Township of Walnut, being in the Northwest Quarter of Section 29, Township 16, Range 18, Congress Lands East of the Scioto, being a strip of land, 10 feet in width, said 10 foot wide strip being part in that 1.00 acre tract of land described in the deed to Eileen M. Ackley, of record in Deed Book 545, Page 943 and partly in that 1.00 acre tract of land described in the deed to Eileen Ackley, of record in Deed Book 461, Page 344, both being of record in the Recorder's Office, Fairfield County, Ohio, the centerline of said 10 foot wide strip of land being described as follows:

Beginning, for reference, at the centerline intersection of State Route 37 and State Route 256 at the northwesterly corner of said Section 29; thence EAST, with the centerline of said S.R. 256, with the northerly line of Section 29 and with the northerly line of both, said 1.00 acre tracts, passing the northeasterly corner of said 1.00 acre tract (D.B. 461, P. 344), the same being the northwesterly corner of said 1.00 acre tract (D.B. 545, P. 943) at a distance of 490.86 feet, a total distance of 502.13 feet to the true point of beginning;

Thence, from said true point of beginning, S-15°12'30"W, a distance of 54.00 feet to the point of ending.

The northerly end limits of the above described 10 foot wide strip is coincident with the northerly line of said 1.00 acre tract (D.B. 545, P. 943).

The above described easement strip overlaps parts of existing easements. It is not the intent of the said easement to limit the use of the existing easements in any manner.

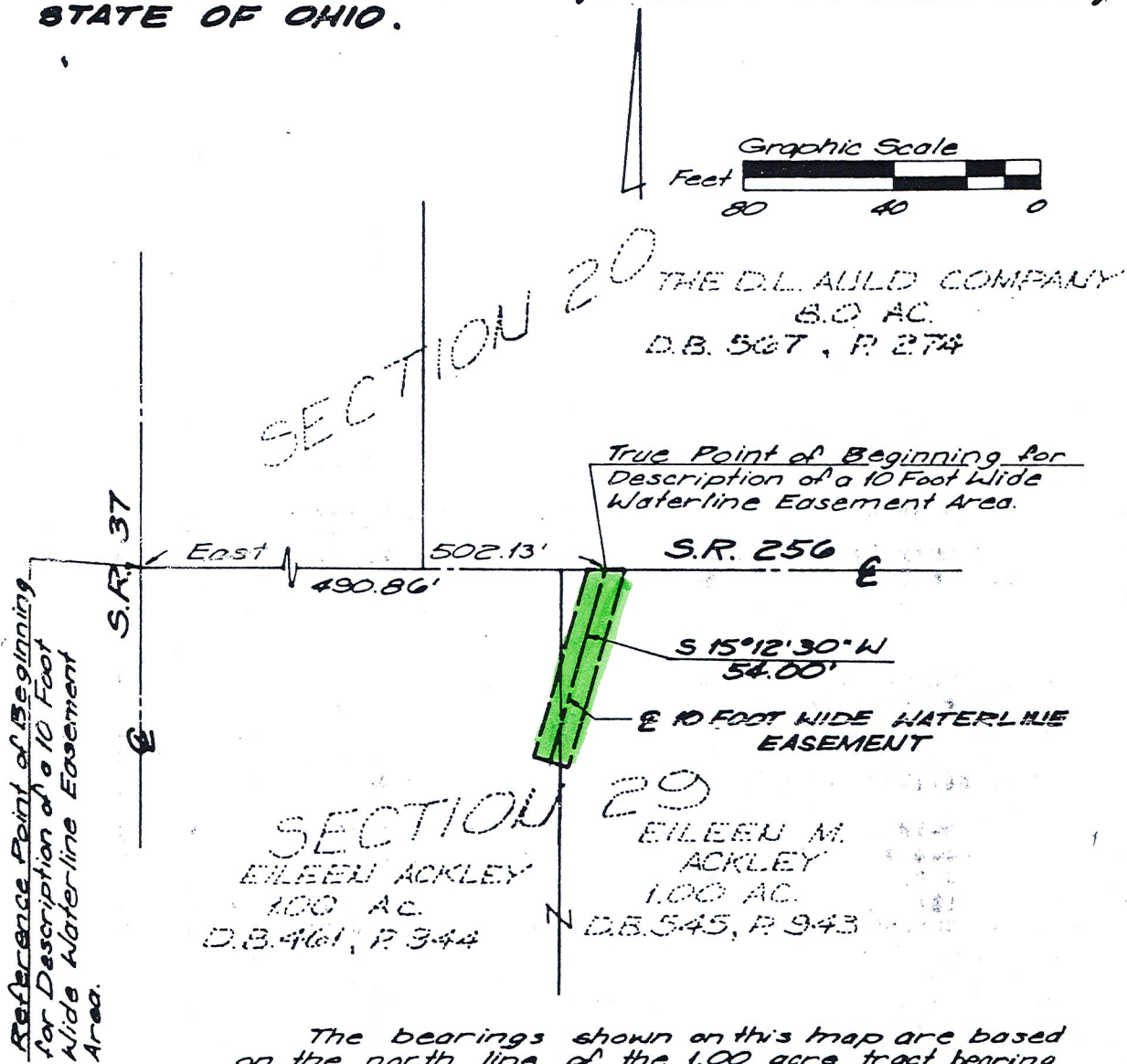
The bearings given in the foregoing description are based on the north line of the above mentioned 1.00 acre tract bearing EAST as delineated in the deed for said 1.00 acre tract (D.B. 545, P. 943).

BAUER, DAVIDSON & MERCHANT, INC.

CONSULTING ENGINEERS

255 GREEN MEADOWS DRIVE SOUTH P.O. BOX 152 POWELL, OHIO 43065

MAP OF A 10 FOOT WIDE WATERLINE EASEMENT AREA LOCATED ON THE SOUTHERLY SIDE OF S.R. 256 AND EAST OF S.R. 37 IN THE TOWNSHIP OF WALNUT, COUNTY OF FAIRFIELD, STATE OF OHIO.



The bearings shown on this map are based on the north line of the 1.00 acre tract bearing EAST as delineated in the deed for the 1.00 acre tract described in D.B. 545, P. 943.

EXHIBIT "B"

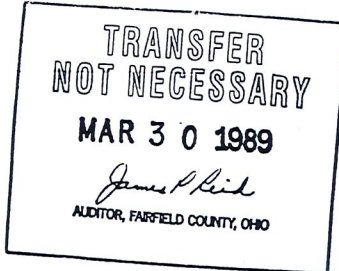
Scale: 1" = 40'
May 12, 1989
Order No. 90-89

VOL 572 PAGE 323

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to SOUTH CENTRAL POWER COMPANY, an Ohio corporation (hereinafter called "South Central") whose post office address is P. O. Box 250, Lancaster, Ohio, and to its successors and assigns, the right to enter upon the lands and property of the undersigned, situated in the Township of Walnut, County of Fairfield, State of Ohio, and more particularly described as follows:

Being a strip of land 10' wide and 100' long more or less, on the D.L. Auld Company, located on the east side of State Route 37. Line to be built as staked on 2/20/89 for underground service to up grade the service. The above property being situated in the south west quarter of Section 20, Township 16, Range 18, Walnut Township, Fairfield County, Ohio.

WO# W58101
Map #90-22-11
DS/trw



and to construct, reconstruct, rephase, relocate, repair, extend, operate and maintain on, over, across, under, and through the above described lands and property and/or all streets, roads or highways abutting said land and property, electric transmission and/or distribution lines or systems; to make such excavation as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems; to cut, trim and control the growth of by chemical means, machinery or otherwise vegetation that may interfere with or threaten to endanger the operation and maintenance of said lines or systems; and to license, permit, or otherwise agree to the joint use or occupancy of the lines or systems by any other person, association or corporation, for electrification, telephone or other utility purposes.

The undersigned agrees that all poles, wires and other facilities including any main service entrance equipment, installed on, over, across, under, or through the above described lands and property at South Central's expense shall remain the property of South Central, removable at its option, upon termination of service to said lands or property.

It is covenanted by the undersigned that the undersigned is the owner of the above described lands and property and that said lands and property are free and clear of encumbrances and liens of whatsoever character except and the lien of current taxes.

IN WITNESS WHEREOF, the hand of the undersigned has been set this 9th day of March, 1989.

Signed and delivered in the presence of:

Y J.H. Van Coney Witness
Y Linda Newirth Witness

X W.R. Wirick GENERAL MANAGER Owner
X W. R. Wirick 3M Auld General Manager

STATE OF OHIO }
COUNTY OF FRANKLIN } SS:

BE IT REMEMBERED, that on this 9th day of March, 1989, before me, the subscriber, a Notary Public in and for said County, personally came the above named W. R. Wirick

in the foregoing easement and acknowledged the signing of the same to be his voluntary act and deed, for the uses and purposes therein mentioned.

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

RECEIVED in Fairfield County, Ohio at 9:53 O'CLOCK A.M. RECORDED Mar 31 19 89 RECORD VOL 569 PAGE 868



Mary Lantz Joyce Notary Public
MARY LANTZ JOYCE
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 8, 1992

10 MAR 30 1989
Gene Wood Recorder - Fairfield County, Ohio

EASEMENT TO CONTROL SANITATION

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Richard D. Weidner, married, hereinafter referred to as GRANTOR, by The D. L. Auld Company, hereinafter referred to as GRANTEE, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to control sanitation and thereafter use, operate, inspect, repair, maintain and replace items, structures or improvements necessary for the use and enjoyment of the rights herein granted on the portion of the subject premises located within one hundred (100) feet of the well depicted on Exhibit A as said portion is delineated and cross-hatched on Exhibit A attached and incorporated by reference (such portion hereinafter referred to as the "Restricted Portion"), and with the right to remove any item and prohibit, restrain and enjoin any use in violation of the restrictions listed below, over, across, and through the Restricted Portion of the land of the GRANTOR situated in the County of Fairfield, State of Ohio, Township of Walnut, bounded and described as follows:

Being a part of the Southwest Quarter of Section 20, Township 16, Range 18, bounded and beginning at a point in the West boundary of said Section 20, being in the centerline of State Route 37 and North 300.00 feet from the Southwest corner of said Section 20; thence North 203.05 feet to a point in said centerline; thence North 89° 15' East 453.75 feet to a corner fence post; thence South 0° 03' West 202.10 feet to an iron pipe; thence South 89° 10' West 453.55 feet to the place of beginning, passing an iron pipe at 423.55 feet, containing 2.11 acres, more or less.

Subject to all legal rights of way of record.

Reference being had to deed recorded in Volume 339, Page 70 of the Deed Records of Fairfield County, Ohio. See also Volume 335, Pages 418, 421, 424, 427, 430 and 433 of the Deed Records of Fairfield County, Ohio.

The GRANTOR agrees that the restrictions hereinafter set forth are imposed upon the Restricted Portion. These restrictions, mandated by the Ohio Environmental Protection

Agency, are irrevocable covenants running with the land. Said restrictions are as follows:

1. There shall not be installed any septic tanks, leaching wells or beds, cesspools, surface or subsurface sand filters, sewage force mains, sewage treatment plants and the like.
2. There shall not be installed any sanitary sewers, not of watermain construction. Any such sewers and lines shall be cast iron pipe with watertight joints.
3. No person, firm or corporation shall deposit or place, or cause to be deposited or placed any dead animal, garbage, or other filthy or poisonous substance upon or under the ground affected by these restrictions. However, fertilizer normally used for crop farming shall not be prohibited hereby.
4. Livestock holding areas, barnyards or feed lots for which feed is brought in from another source are not permitted. Ordinary pasture land is not considered as a source of contamination, nor is it prohibited hereby.

However, notwithstanding the foregoing, nothing herein contained shall be construed to restrict or prohibit the maintenance of the present use of GRANTOR'S land, other than the Restricted Portion.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, repair, maintenance and replacement of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

Jean Weidner, wife of the grantor, releases all rights of dower therein.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 11 day of April, 1986.

Signed and acknowledged
in the presence of:

Ray Davis } as
Shirley A. Black } to
both

Richard D. Weidner
Richard D. Weidner

Jean Weidner
Jean Weidner

State of Ohio
County of Fairfield, ss:

Be It Remembered, that on this 11 day of April, 1986, before me, the subscriber, a Notary Public in and for said County, personally came the above-named Richard D. Weidner and Jean Weidner, husband and wife, the Grantors in the foregoing Easement, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

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

SHIRLEY ANN BLACK
Notary Public, State of Ohio
My commission expires 6-15-89

Shirley A. Black
Notary Public

This instrument prepared by:

Mary Ellen Duprey
Porter, Wright, Morris & Arthur
41 South High Street
Columbus, Ohio 43215
(614) 227-2015

3418

14- RECEIVED In Fairfield County, Ohio
at 9:46 O'CLOCK P.M.
RECORDED APR 28 1986
RECORD BOOK 571, PAGE 13

APR 25 1986

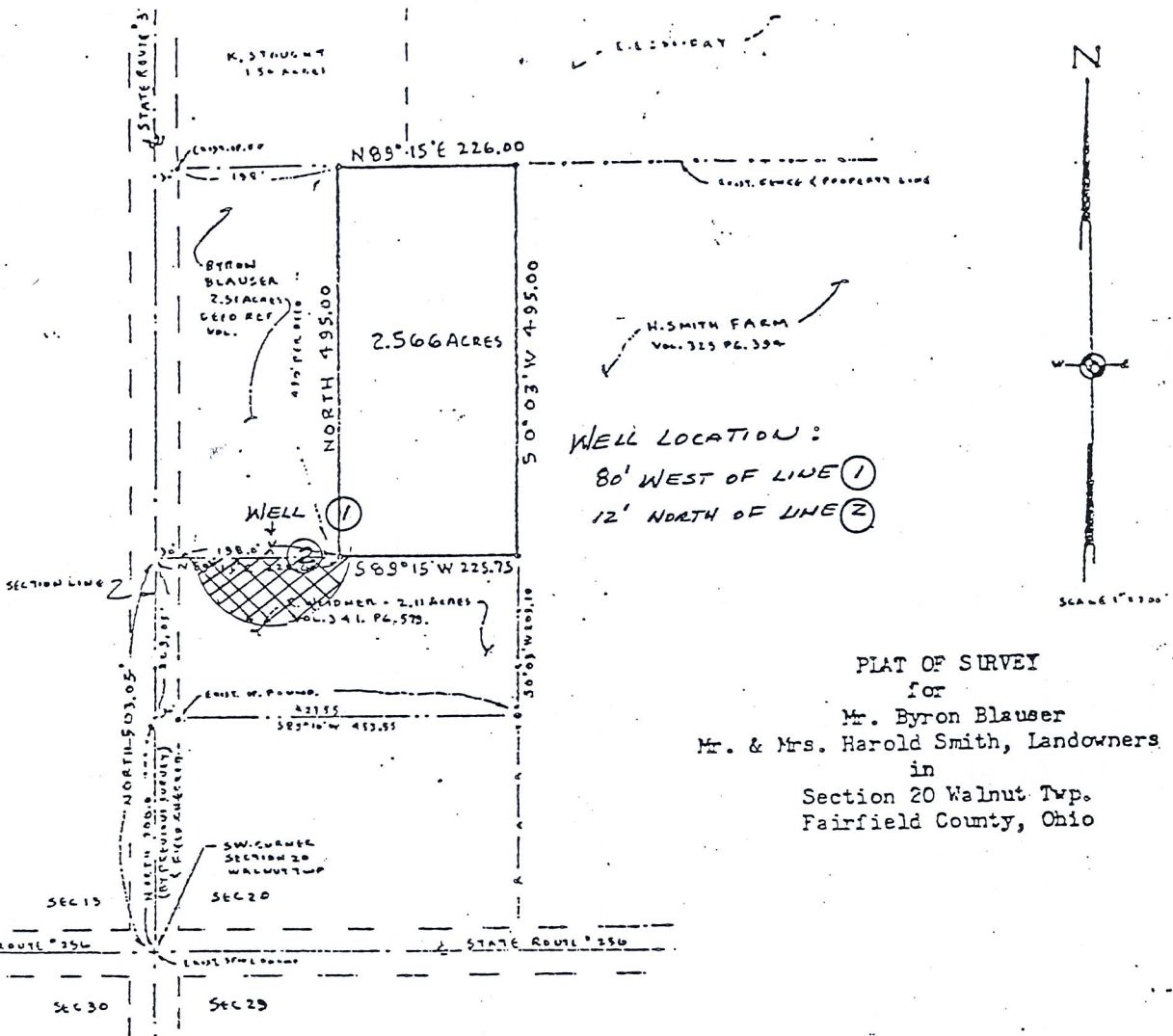
TRANSFER
NOT NECESSARY

APR 25 1986

James P. Reid
AUDITOR, FAIRFIELD COUNTY, OHIO

Gene Wood
Recorder - Fairfield County, Ohio

EXHIBIT A



PLAT OF SURVEY
 for
 Mr. Byron Blausen
 Mr. & Mrs. Harold Smith, Landowners
 in
 Section 20 Walnut Twp.
 Fairfield County, Ohio

Description:

Situated in the Township of Walnut, County of Fairfield, State of Ohio, and being a part of the Southwest Quarter of Section 20, Township 16, Range 18, and bounded and described as follows:
 Beginning at an iron pipe which is (by previous survey) North 503.05 feet and North 89°15' East 226.00 feet distant from the Southwest Corner of said Section 20; thence North 495.00 feet to an iron pipe; thence North 89°15' East 226.00 feet to an iron pipe; thence South 0°03' West 495.00 feet to an iron pipe; thence South 89°15' West 225.75 feet to the place of beginning containing 2.566 acres and subject to all legal rights-of-way and easements of record.

I do hereby certify that the plat shown hereon is correct as surveyed by me.

DATED: March 20, 1980

SIGNED: George A. Beiter
 George A. Beiter
 Registered Surveyor #5348
 Baltimore, Ohio



AGREEMENT FOR CONDITIONAL LIMITED TIME GAS SERVICE

15-05-2682

Chaos
+
Baltimore

THIS AGREEMENT, made this 13th day of July, 19 81, by and between **Richard O. Weidner** (APPLICANT NAME)

hereinafter called "Applicant", party of the first part, **Columbia Gas of Ohio, Inc.** (DISTRIBUTION COMPANY)

ADDRESS: 99 North Front St., Columbus, Ohio 43215, DISTRICT OFFICE NAME: Central, AREA OFFICE NAME: Newark, NUMBER: 1341

COMMUNITY NAME: Thurston-Fairfield (City, M/L Walnut Twsp), NUMBER: A5, hereinafter called "Distribution Company", party of the second part and

TRANSMISSION COMPANY: Columbia Gas Transmission Corporation, ADDRESS: 1700 MacCorkle Ave. S.E., Charleston, West Virginia 25314, hereinafter called "Transmission Company", party of the third part; WHEREAS, Applicant has heretofore filed an application for gas service with

Distribution Company, said gas to be used by one (1) customer on premises owned by Applicant situate in LOT: QUARTER:

SECTION (TRAC): TOWNSHIP/DISTRICT/MUNICIPALITY: Walnut Twsp., COUNTY: Fairfield, STATE: Ohio, for residential commercial or

industrial purposes; and WHEREAS, a Company service line is required on a pipeline facility owned by Transmission Company for

new service or continuation of service of natural gas to be supplied to Applicant from Transmission Company, LINE NO. G-3

which is a well, gathering, storage or transmission pipeline; and external protection of Transmission Company and Distribution Company equipment is is not required at time of installation; and unless Applicant already owns the land at the location of the service line and all other facilities to be installed by Transmission Company and Distribution Company hereunder, Applicant has acquired an

easement therefor from the landowner by a deed dated DATE: N/A, of record in COUNTY:

TYPE: RECORD BOOK, VOLUME: PAGE: so that Applicant will be entitled to grant to Transmission Company and Distribution Company the easement described in Section 8 below.

Applicant, Distribution Company and Transmission Company, for themselves and their heirs, successors and assigns, mutually agree to the following terms and conditions:

1. Service hereunder will be made possible at the sole discretion of Transmission Company by a Company service line installed on its pipeline, and only when and for so long as the rendition of such service will not adversely affect the primary function of the well, gathering, storage or transmission pipeline from which Applicant is served.
2. Applicant understands and agrees that Applicant must make a payment to Distribution Company under the provisions of Section 9 hereof, in the amount of \$ NA, as a contribution in aid of the cost of NA () high pressure regulator(s), before work will be commenced to install the facilities necessary for service hereunder.
3. Service is granted to Applicant only because Transmission Company makes the gas available to Distribution Company for resale to Applicant; and Applicant understands that Transmission Company does not hereby agree to serve Applicant directly, either now or at any time in the future. Such service to Applicant is made subject to the absolute right of Distribution Company to discontinue such service, upon thirty (30) days' notice, for any of the following reasons, among others:
 - (A) When the well, gathering, storage or transmission pipeline of Transmission Company serving Applicant is no longer needed for its primary function.
 - (B) When the supply of natural gas contemplated for service to Applicant becomes depleted or exhausted.
 - (C) When the pressure on such Transmission Company pipeline is reduced to an improper or unsatisfactory level to maintain service to Applicant and to fulfill its other purposes.
 - (D) Whenever it becomes necessary to relocate, reclaim or abandon the pipeline of Transmission Company.
4. Transmission Company or Distribution Company may, without notice to Applicant, interrupt the delivery of gas to Applicant, whenever in its sole judgment such action is essential to the preservation or conservation of the health, safety or property of Transmission Company or Distribution Company, or the employees of either, or Applicant or the public generally.
5. Transmission Company and Distribution Company make no warranty, express or implied, as to the length of time such natural gas for the contemplated service will be available.
6. Applicant covenants that his service hereunder will be surrendered upon request of Distribution Company and in accordance with the terms of this Agreement, and further covenants that should he refuse to surrender the service upon request so as to delay or impede Transmission Company in removing said pipeline from service, or so as to cause Transmission Company to operate or maintain said pipeline in an inefficient manner in order to maintain service to Applicant and to fulfill the other purposes, if any, of said pipeline, such action shall constitute a breach of this Agreement; and Applicant shall thereupon be liable in damages to Transmission Company for its costs from time to time incurred in consequence of such breach hereof.
7. Transmission Company agrees that at such time as service shall be permanently and finally terminated to Applicant under Section 3 hereof, it shall, upon request of Applicant, pay to Applicant in full satisfaction of any and all claims against Transmission Company and Distribution Company, and to aid and assist Applicant in the costs attendant to the transfer to the most economical alternate source of energy where gas is not readily available from another supplier, a sum reckoned according to the following schedule:

Time elapsed from initial service hereunder to termination

5 years or less

5 to 15 years

More than 15 years

Where gas is not readily available from another supplier

Alternate fuel costs (up to 200 million B.T.U. per year) for 3.0 years

Alternate fuel costs (up to 200 million B.T.U. per year) for 2.0 years

Alternate fuel costs (up to 200 million B.T.U.) for 1.0 year

857-1260

8. In consideration of the premises, Applicant hereby grants to Distribution Company and Transmission Company an easement for a site, acceptable to them, for the location of a Company service line, a cleaner, heater, regulators, meter and building, as may be required, at a point not to exceed twenty (20) feet from the pipeline of Transmission Company; and at Applicant's own cost and expense, Applicant shall furnish, lay, connect and maintain the customer service line and house line used for the safe and practical transporting and controlling of gas to be served, and install meter protection from external forces, when required; and Transmission Company agrees to furnish, install and maintain the necessary Company service line from its pipeline, which will include any necessary gas cleaning equipment. All installations performed by persons other than Distribution Company or Transmission Company are subject to Distribution Company approval in accordance with the then effective Columbia Gas System standards for gas piping and appliance venting on customer's premises.

9. Distribution Company shall furnish, at its own cost and expense, the meters, fittings and service regulators for furnishing the gas to be supplied hereunder to all except large volume customers (that is, up to 50 million B.T.U. per day), except as follows with respect to service regulators:

- (A) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure not exceeding 60 psig, Distribution Company will furnish the necessary service regulator at no cost to Applicant.
- (B) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure in excess of 60 psig but not in excess of 200 psig, which will necessitate one high pressure service regulator in addition to the service regulator, Applicant will be required to make a payment to cover the cost, installed, of the high pressure service regulator.
- (C) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure in excess of 200 psig which will necessitate two high pressure service regulators in addition to the service regulator, Applicant will be required to make a payment to cover the cost, installed, of the high pressure service regulators.
- (D) Subsequent to this Agreement, Distribution Company agrees (i) to make any and all replacements of service regulators and (ii) install any additional service regulators needed at this location, at Distribution Company's cost and expense. If this Agreement supersedes a pre-existing service Agreement, Distribution Company shall bear the cost and expense of replacing pre-existing service regulators.

Applicant agrees to maintain, at his own cost and expense, the customer service line, house line and installed meter protection from external forces, when required, in an operating condition satisfactory to Distribution Company. All material furnished by either Applicant or Distribution Company or Transmission Company may be reclaimed and removed from the premises by the party owning same at the termination of this Agreement.

10. Where a heater must be operated on the inlet side of a service regulator, to permit measurement of the gas, the heater and the gas used to operate such heater shall be supplied by Transmission Company at its expense.

11. Applicant agrees to notify Distribution Company of all problems arising out of any variations in the pressure of gas in the customer service line and house lines as well as defects in pipe, connections or appliances, the escape or leaking of gas, the sticking of valves or regulators and other irregularities incident to the service equipment of Applicant.

12. Distribution Company and Transmission Company shall have access at all times to all equipment herein provided for, for the purpose of determining whether such equipment is in proper condition and operated in accordance with this Agreement, and as well with the Rules, Regulations and Schedules of Distribution Company applicable to the jurisdictional public service customers, which said Rules, Regulations and Schedules as they exist from time to time shall also apply to this Agreement and are hereby specifically made a part hereof by reference.

13. The maximum pressure at which gas is to be supplied to Applicant for residential use shall not exceed seven (7) inches water column at the outlet of the service regulator, and the responsibility for the care of the service regulators and their proper adjustment to conform with the above specified pressure shall rest with Distribution Company. Applicant agrees to install a customer service line and house lines of sufficient size to give adequate service at this pressure.

14. Applicant agrees that Distribution Company shall have the right, without notice, to shut off the gas at any time from Applicant for any of the following causes: (A) for repairs; (B) for want of gas supply; (C) for non-payment of bills when due; (D) for any violation of this Agreement by Applicant; (E) upon discovery of a flow of stray electric current upon the house lines that is or might become dangerous; (F) in the event that gas service hereunder was secured by Applicant's misrepresentation; (G) manipulation of the service regulators to increase the pressure above the seven (7) inches water column maximum pressure herein specified; (H) when hazardous conditions of the Company or customer service lines or house lines or appliances are found so that a shut-off is required for safety reasons; and (I) when leaks are found that require prompt repair (but not shut-off) for safety reasons, and when repairs are not made promptly by Applicant.

15. At all times, Applicant agrees to service, repair and maintain in good and safe condition all customer service lines, house lines, fixtures, appliances, equipment and facilities owned by or installed by Applicant hereunder. Applicant further agrees to hold Distribution Company and Transmission Company harmless from any and all liability imposed against it arising from Applicant's use, maintenance, repair or ownership of the same.

16. Distribution Company or its agent, may require Applicant to supply a reasonably safe guarantee or a cash deposit. Said deposit will be refunded when the delivery of gas has been discontinued, after all bills due to Distribution Company have been paid and the receipt for such deposit has been surrendered.

17. Upon the request of Applicant, Distribution Company will test the accuracy of the meter, provided Applicant deposits with Distribution Company a sum of money sufficient to cover the costs arising from the removal and replacement of the meter for testing purposes. A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly. When the meter is tested and is found to be registering correctly, Distribution Company shall retain such part of said deposit as was actually expended in the removal and testing of the meter. If said deposit should be insufficient to fully cover said actual expense, Applicant shall pay the difference. When the meter is tested and found to be registering incorrectly, Distribution Company will refund to Applicant the entire amount of the deposit. Provided, however, that where State meter testing rules vary from the above, such State rules shall control.

18. Applicant agrees to pay Distribution Company for all gas so delivered on receipt or before the due date of the bill for the monthly period and at the rate prevailing from time to time in the general locality in which Applicant is served hereunder.

19. Applicant understands, and by the execution of this Agreement specifically agrees, that the service herein contemplated is a private contractual service and is not utility service subject to public regulation, unless State law otherwise requires, and that nothing herein contained shall be construed as implying an intention or "holding out" on the part of either Distribution Company or Transmission Company to serve the public in the area generally, or to dedicate any of its facilities to public use or service. All parties agree that both Distribution Company and Transmission Company are subject generally to regulation, so that this Agreement is subject to any lawful governmental order applicable thereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands this 13th day of July, 1984.
Signed and acknowledged
in the presence of:

WITNESS:

Virginia L. Plum
Justine Wilderowitz
Gary S. Murray
Violet White

Donna Lee
Norma M. Chabal

APPLICANT:

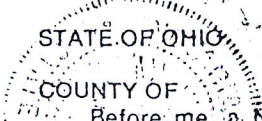
Richard O. Weidner

COLUMBIA GAS OF OHIO, INC.

By: D. J. Brewer
DISTRICT OFFICE MANAGER

COLUMBIA GAS TRANSMISSION CORPORATION

By: Kenneth C. Tallman
MANAGER OF Land Rights



STATE OF OHIO)
COUNTY OF) SS:

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

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 13th day of July, 1984.

Virginia L. Plum
NOTARY PUBLIC

STATE OF OHIO)
COUNTY OF Franklin) SS:

Before me, a Notary Public in and for said County and State, personally appeared D. J. Brewer, District Office Manager of the above named COLUMBIA GAS OF OHIO, INC., a corporation, who represented that he is duly authorized in the premises and who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer and is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 27th day of July, 1984.

A. E. Zuercher
NOTARY PUBLIC
A.E. ZUERCHER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUG. 15, 1987

STATE OF WEST VIRGINIA)
COUNTY OF KANAWHA) SS:

Before me, a Notary Public in and for said County and State, personally appeared Kenneth C. Tallman, Manager of Land Rights of the above named COLUMBIA GAS TRANSMISSION CORPORATION, a corporation, who represented that he is duly authorized in the premises, and who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer and is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 27th day of August, 1984.

Donna Lee
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY: S. Hollinger

Commission expires Sept. 25, 1985
FOR: COLUMBIA GAS OF OHIO, INC.

61834

FORM C 2230-34 CSD

AGREEMENT AND EASEMENT

GCDLO	UNIT	BOOK	ACCOUNT
34360	15	05	2682
PERMANENT SERVICE ID 300274092			

FROM
Richard O. Weidner
 P. O. Address *9391 Hwy - Newark*
Biltmore, Oh 43105

TO
 COLUMBIA GAS OF OHIO, INC.
 AND COLUMBIA GAS TRANSMISSION CORP.

Date *7/23*, 19*84*
 LOCATION
 Municipality *Wabont*
 Township *Fairfield*
 District _____
 County, _____

State of Ohio
 RECEIVED IN FAIRFIELD COUNTY, OHIO
 Rec'd for Record *7:24* O'CLOCK
 RECORDED *SEP 18 1984*
 RECORDED *SEP 18 1984* PAGE *228*

In Book _____ Page *17* SEP 17 1984
Gene Wood Title
 Recorder - Fairfield County, Ohio

Return to
~~State of Ohio~~
~~Attn: Recorder~~
 COLUMBIA GAS TRANSMISSION CORP.
 POST OFFICE BOX 1273
 CHARLESTON, WEST VIRGINIA 25325-1273

TRANSFER NOT NECESSARY

SEP 17 1984

James P. Leil
AUDITOR, FAIRFIELD COUNTY, OHIO

For and in consideration of One Dollar to them in hand paid, the receipt of which is hereby acknowledged, Harold W. Smith and Hazel M. Smith

hereinafter called the Grantor, do hereby grant to The Ohio Fuel Gas Company (hereinafter called the Grantee), its successors and assigns, the right to install, maintain, operate and remove a tap, meter and necessary fittings for the purpose of serving gas to

Georgeanna Press of Baltimore, Ohio, at a point on Grantee's pipe line known as Line G-3, located on the premises of Grantor, situate in Walnut Township, Fairfield County and State of Ohio, and bounded as follows:

On the North by the lands of N.Y. Central Railroad

On the East by the lands of C.M. Masteter

On the South by the lands of St. Rt. 256

On the West by the lands of Term + Richard Weidner

Said lands being in Section 20 Twp., No. 16 Range No. 117 and containing 1.17 acres, more or less; together with the right of ingress and egress to and from the same.

The said Grantor, also grant to Georgeanna Press her heirs, successors and assigns, the right to lay a service pipe line from the point on Grantor's premises, where tap and meter are installed, to a point where said service line may enter the premises upon which said gas is to be consumed; also the right to install the necessary regulators for the safe and proper use of said gas, together with the right to repair, replace and finally remove same from the premises.

In Witness Whereof, the Parties have hereto set their hands this 7th day of Nov, A. D. 19 66.

Signed and acknowledged in the presence of: R.R. Hacker Jr Harold W. Smith
Barbara Hacker Hazel M. Smith

State of Ohio, Fairfield County of Fairfield ss.

Before me, a Notary Public in and for said County, personally appeared Harold W. Smith and Hazel M. Smith

who acknowledged the signing of the foregoing instrument to be their free act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal this 7th day of Nov, A. D. 19 66

R. R. HACKER JR., Notary Public
Hocking, Vinton, Ross & Fairfield Counties
My Commission Expires 1-26-69

THIS INSTRUMENT WAS PREPARED BY
THE OHIO FUEL GAS COMPANY

And
co.

1.00
101195

Recorder's No.
Filed for Record.
at o'clock M.
Recorded
Vol. Page.
RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 9:22 O'CLOCK P.M.
RECORDED DEC 16 1966
RECORD DEPT VOL 353 PAGE 86
.....
Recorder. Ray M. Bellinger Co.,
FAIRFIELD COUNTY
LANCASTER, OHIO
Walnut Tap - S.G.

PERMIT

TO INSTALL TAP AND METER
Also
RIGHT OF WAY
FOR DOMESTIC SERVICE LINE

Harold W. Smith and
Hazel M. Smith

TO
THE OHIO FUEL GAS COMPANY
99 N. FRONT STREET
AND CO. NUMBER 0110
Georgeanna Press

Date Nov 4 1966
Township Walnut
County Fairfield

G-3
856227
R.R. Hacker

R W Form 1
Title
Revised 9-7-50

Sheet 1 of 2 Sheets

EASEMENT FOR HIGHWAY PURPOSES

From Frank C. Miller,
Address - Baltimore, R. D. #1, Ohio
to the
STATE OF OHIO
S. R. 256 County Fairfield
Section 15.88 (Br. No. FA-256-162)
Parcel No. 1-X

Sheet 2 of 2 Sheets

R/W Form 1
Channel Change
6-24-38.

AGREEMENT FOR CHANNEL CHANGE

S. R. No. 256, Section 15.88, Fairfield County

ARTICLES OF AGREEMENT

These articles of agreement entered into this 14th day of Feb. 1951, by Frank C. Miller and the Department of Highways, State of Ohio, Witnesseth:

That Frank C. Miller, for and in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) to him paid by the State of Ohio, does hereby grant permission to said State of Ohio to use the hereinafter described portion of his premises for the purpose of excavating and completing a channel change for Walnut Creek at Bridge No. FA-256-162 in connection with the above proposed improvement; the Grantor further agree² to permit the State of Ohio to perform such maintenance and repair operations on said channel change as may be necessary to protect the highway, and further, the Grantor for the consideration hereinbefore named, releases the State of Ohio from and waives all damages of every kind and nature whatsoever arising from or in any manner growing out of the aforesaid channel change or said maintenance and repair operations necessary to protect said highway. The said channel change is to be made on the following described premises: Situated in the State of Ohio, County of Fairfield, Walnut Township, Section 20, Town 16, Range 18, and more fully described as follows:

Parcel No. 1-X

Beginning at the intersection of grantor's easterly property line, with the northerly right of way line of Highway Easement Parcel No. 1, said point of intersection being 64.33 feet northerly of Station 37 + 40, in said centerline of a survey made by the Department of Highways in 1950 for Fai-256-15.88, (known as the Reynoldsburg-Baltimore-Somerset Road); thence, North 85° 26' West, along the northerly right of way line of said Parcel No. 1, a distance of 340.05 feet, to a point, 70.0 feet northerly of Station 34 + 00, in said centerline survey; thence, North 58° 05' East, a distance of 421.49 feet, to a point in grantor's easterly property line, 315.0 feet northerly of Station 37 + 43, in said centerline survey; thence, South 4° 10' West, along grantor's easterly property line, a distance of 250.79 feet, to the place of beginning, as shown by plans on file in the office of the Department of Highways, Columbus, Ohio.

It is understood that the strip of land above described is not to be in excess of 251 feet in width, and contains 0.98 acres, more or less.

IN WITNESS WHEREOF, said Frank C. Miller and Stella G. Miller have hereunto set their hands the 14th day of Feb., in the year of our Lord One thousand nine hundred and 51.

Signed and sealed in the presence of:

E. H. Harter
Jo Ann Harter

Frank C. Miller
Stella G. Miller

STATE OF OHIO)
COUNTY OF Fairfield) ss:

Before me, a Notary Public, in and for said County and State, personally appeared the above named Frank C. Miller and Stella G. Miller who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Thurston, O. Ohio, this 14th day of February, A. D. 1951.

(N. P. SEAL)

Jo Ann Harter
Jo Ann Harter
Commission expires December 14, 1952

RECEIVED FOR RECORD: Dec. 14, 1951
AT: 3:20 O'clock P.M.
RECORDED: Dec. 17, 1951

ATTEST: Paul J. King R. F. C.



R W Form 1
Title
Revised 9-7-50

Sheet 1 of 3 Sheets

EASEMENT FOR HIGHWAY PURPOSES

From Frank C. Miller,
Address - Baltimore, R. D. #1, Ohio
to the
STATE OF OHIO
S. R. 256 County, Fairfield
Section 15.88 (Br. No. FA-256-162)
Parcel No. 1

R/W Form 5
Metes and Bounds
Revised 9-20-28--C

Sheet 2 of 3 Sheets

EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That Frank C. Miller, the Grantor, for and in consideration of the sum of Seven Hundred and Ninety four and no/100 Dollars (\$794.00/xx) and for other good and valuable considerations to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Fairfield County, Ohio, Walnut Township, Section 20, Town 16, Range 18, and bounded and described as follows:

PARCEL No. 1

Beginning at the intersection of grantor's easterly property line, with the centerline of a survey made by the Department of Highways in 1950 for Fai-256-15.88, (known as the Reynoldsburg-Baltimore-Somerset Road), said point of intersection being Station 37 + 40, in said centerline survey; thence, North 86° 23' West, along said centerline survey, a distance of 1,433.32 feet, to P. T. Station 23 + 06.68, in said centerline survey; thence, in a westerly direction, along said centerline survey, with a curve to the right, having a radius of 11,459.16 feet, a distance of 128.33 feet, to P. C. Station 21 + 78.35, in said centerline survey; thence, North 85° 44' 30" West, along said centerline survey, a distance of 328.35 feet, to Station 18 + 50, in said centerline survey; thence, North 4° 15' 30" East, a distance of 25.0 feet, to a point in the present northerly right of way line of Fai-356-15.88, said point being 25.0 feet northerly of Station 18 + 50, in said centerline survey; thence, North 82° 57' East, a distance of 51.0 feet to a point, 35.0 feet northerly of Station 19 + 00, in said centerline survey; thence, South 86° 46' East, a distance of 278.40 feet, to a point, 40 feet northerly of P. C. Station 21 + 78.35, in said centerline survey; thence, South 86° 04' East, a distance of 126.66 feet, to a point, 40.0 feet northerly of P. T. Station 23 + 06.68, in said centerline survey; thence, South 86° 23' East, a distance of 393.32 feet, to a point, 40.0 feet northerly of Station 27 + 00, in said centerline survey; thence, South 88° 50' East, a distance of 700.64 feet, to a point, 70.0 feet northerly of Station 34 + 00, in said centerline survey; thence, South 85° 26' East, a distance of 340.05 feet, to a point in grantor's easterly property line, 64.33 feet northerly of Station 37 + 40, in said centerline survey; thence, South 4° 10' West, a distance of 64.33 feet, to the place of beginning.

as shown by plans on file in the office of the Department of Highways, Columbus, Ohio.

It is understood that the strip of land above described contains 1.07 acres, more or less, exclusive of the present road which occupies 1.08 acres, more or less.

R/W Form 7
Acknowledgment
Revised 9-20-28-C.

Sheet 3 of 3 Sheets

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever.

And the said Grantor, for himself and his heirs, executors, and administrators, hereby covenants with the said Grantee, its successors and assigns that he is the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Stella G. Miller, wife of Frank C. Miller hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Frank C. Miller and Stella G. Miller have hereunto set their hands, the 14th day of Feb. in the year of our Lord one thousand nine hundred and 51.

Signed and sealed in presence of:

E. H. Harter
Jo Ann Harter

Frank C. Miller
Stella G. Miller

File No. 11536

- continued.

STATE OF OHIO)
Fairfield COUNTY) ss.:

Before me, a Notary Public in and for said County and State, personally appeared the above named Frank C. Miller, Stella G. Miller who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Thurston, Ohio this 14th day of February, A. D. 1951.

Jo Ann Harter
Jo Ann Harter
My Commission expires December 14,
1952.

(N. P. SEAL)

RECEIVED FOR RECORD: Dec. 14, 1951

AT: 3:20

RECORDED: Dec. 17, 1951

TRANSFERRED BY AUDITOR: Dec. 10, 1951

ATTEST: R. F. C. R. F. C.



MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 1, 2018. The parties and their addresses are:

MORTGAGOR:
RETRIEV TECHNOLOGIES INCORPORATED
A Delaware Corporation
295 Quarry Road Southeast
Lancaster, OH 92801

LENDER:
AMERICAN BANK AND TRUST COMPANY
Organized and existing under the laws of Oklahoma
Sixty Sixty American Plaza
Tulsa, OK 74135-4347

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated December 15, 2013 and recorded on June 16, 2014 (Security Instrument). The Security Instrument was recorded in the records of Fairfield County, Ohio at OR Book 1662 Page 3609-3625 and covered the following described Property:

See Exhibit A

The property is located in Fairfield County at , Lancaster & Baltimore, Ohio .

Retriev Technologies Incorporated
Ohio **Real Estate Modification**

OK/4XXGRUSCO00000000001737051
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2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 23000382, dated October 1, 2018, from Mortgagor to Lender, with a loan amount of \$2,000,000.00 and maturing on September 15, 2023, and a renewal promissory note or other agreement, No. 1872000, dated October 1, 2018 from Mortgagor to Lender, with a loan amount of \$2,000,000.00 and maturing on September 15, 2019.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement

Retriev Technologies Incorporated

Ohio Real Estate Modification

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Page 2

Procedures Act (Regulation X) that are required for loans secured by the Property.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.


4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

5. WAIVER OF JURY TRIAL. All of the parties to this Modification knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Modification or any other documents relating to the Secured Debts or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

Retriev Technologies Incorporated

By 

Andrew Christmas, CFO

Retriev Technologies Incorporated

Ohio Real Estate Modification

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Page 3

LENDER:

American Bank and Trust Company

By *Greg W. Rusco* EVP
Greg W. Rusco, Executive Vice President

ACKNOWLEDGMENT.

_____ OF _____, _____ OF _____ ss.
This instrument was acknowledged before me this 2 day of
October, 2018 by Andrew Christmas - CFO of Retriev
Technologies Incorporated a Delaware corporation, on behalf of the corporation.
My commission expires: April 22, 2020

Kiera J. Bonluy
(Notary Public)



KIERA J. BONLUY
Notary Public, State of Ohio
My Commission Expires
April 22, 2020

Retriev Technologies Incorporated
Ohio Real Estate Modification

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(Lender Acknowledgment)

State OF Oklahoma, County OF Tulsa ss.
This instrument was acknowledged before me this 2nd day of
October, 2018 by Greg W. Rusco -- Executive Vice President of
American Bank and Trust Company, a corporation, on behalf of the corporation.

My commission expires: 4/10/2022

Pam Garrison
(Notary Public)



This instrument was prepared by Greg W. Rusco, American Bank and Trust Company,
P.O. Box 3339, Tulsa, OK 74101-3339.

Retriev Technologies Incorporated

Ohio **Real Estate Modification**

OK/4XXGRUSCO0000000001737051

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Page 5

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Situated in the State of Ohio, County of Fairfield, and in the City of Lancaster:

Location in Township 14, Range 18, Section 5, City of Lancaster, and being the same tract described in Deed Volume 582, Page 398, and being more fully described as follows:

Beginning at a railroad spike found in the centerline of Quarry Road and on the east line of Section 4, said point is located (by deed) North 1275.30 feet from the southeast corner of Section 4; thence North 90° 00' 00" West with the north right of way line of Commerce Street a distance of 1280.00 feet to a 5/8 inch rebar set; thence North 00° 00' 40" East a distance of 1121.50 feet to a 5/8 inch iron pipe found on the south right of way line on the Indiana and Ohio Central Railroad, thence North 78° 25' 14" East with said right of way line a distance of 1506.65 feet to a one-inch iron pin found in the centerline of Quarry Road and on the east line of Section 4; thence South 00° 00' 40" West a distance of 1383.78 feet to the point of beginning, containing 36.809 acres.

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 2:

Situated in the State of Ohio, County of Fairfield, Township of Walnut, in the Southwest Quarter of Section 20, Township 16, Range 18, Congress Lands, being all of Parcel #1 and Parcel #2, all of an 8.00 Acre tract and all of a 0.208 Acre tract conveyed to The D. L. Auld Company by deeds of record in Deed Book 537, page 517, Deed Book 567, page 274, and Deed Book 567, page 881, respectively, Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Commencing at a found railroad spike at the centerline intersection of State Route #256 (Baltimore-Somerset Road) with State Route #37 (Lancaster-Newark Road), said spike being the southwest corner of said Section 20, the southwest corner of the Thomas O. and Ruth Ann Weidner 3.12 Acre tract (Deed Book 628, page 248, said Recorder's Office);

Thence, along said centerline of State Route #256 and the South line of said 3.12 Acre tract, North 89° 10' 00" East 453.30 feet to a set P.K. nail at the southeast corner of said 3.12 Acre tract, southwest corner of said 8.00 Acre tract and the TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

Thence along part of the west line of said 8.00 acre tract and part of the east line of said 3.12 Acre tract, North 00° 07' 11" East, 482.10 feet to a set iron pipe at the southeast corner of said 0.208 Acre tract (passing an iron pipe set at 30.00 feet);

Thence, along the south line of said 0.208 Acre tract, and across said 3.12 Acre tract, South 89° 17' 18" second West, 454.30 feet to a set P.K. nail in the centerline of said State Route #37, at the southwest corner of said 0.208 Acre tract, (passing a found iron pipe at 424.30 feet);

Thence, along said centerline of State Route #37, the west line of said 0.208 Acre tract and the west line of said Parcel #1, North, 513.40 feet to a set P.K. nail at the northwest corner of said Parcel #1, and the southwest corner of the Keith C. and Sarah L. Stought 1.50 Acre tract (Deed Book 463, page 483, said Recorder's Office);

Thence, along the north lines of Parcel #1 and #2, north line of said 8.00 Acre tract, south line of said 1.50 Acre tract, and part of a south line of the Ruth Ann Taylor, etal. Tract (Deed Book 572, page 142, said Recorder's Office), North 89° 09' 30" East, 805.04 feet to a found iron pipe at the northeast corner of said 8.00 Acre tract, and the northwest corner of the Harold W. and Hazel M. Smith tract (Deed Book 325, page 395, said Recorder's Office) passing a set iron pipe at 30.00 feet;

EXHIBIT "A"
LEGAL DESCRIPTION

Thence, along the east line of said 8.00 Acre tract and the west line of said Smith tract, South $00^{\circ} 07' 11''$ West, 996.59 feet to a set P.K. nail in said centerline of State Route #256 at the southeast corner of said 8.00 tract and the southwest corner of said Smith tract (passing a set iron pipe at 966.59 feet and a found iron pipe at 971.59 feet);

Thence, along said centerline of State Route #256 and the south line of said 8.00 Acre tract, South $89^{\circ} 10' 00''$ West, 349.65 feet the place of beginning CONTAINING 13.364 ACRES, subject, however, to all legal highways, easements, leases and restrictions of record, and all records in the respective utility offices.

The foregoing description was prepared from an actual field survey made by Myers Surveying Company, Inc. in July, 1996. Iron pipes set are 30" x 1" O.D. with orange plastic caps inscribed "P.S. 6579", unless otherwise noted. Basis of bearings is the centerline of State Route #256 held as North $89^{\circ} 10' 00''$ East.

201400008984
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
06-16-2014 At 03:09 pm.
MORTGAGE 148.00
OR BOOK 1662 PAGE 3609 - 3625

201400008984
Electronic Filing
From: Simplifile
Thru: ERX

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is December 15, 2013. The parties and their addresses are:

MORTGAGOR:
RETRIEV TECHNOLOGIES, INCORPORATED
A Delaware Corporation
125 East Commercial Street, Suite A
Anaheim, CA 92801

LENDER:
AMERICAN BANK AND TRUST COMPANY
Organized and existing under the laws of Oklahoma
PO Box 3339
Tulsa, OK 74101-3339

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

See Exhibit A

The property is located in Fairfield County at , Lancaster & Baltimore, Ohio .

Retriev Technologies, Incorporated
Ohio **Mortgage**

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Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 1871900 and 1872000, dated December 15, 2013, from Mortgagor to Lender, with respective loan amounts of \$1,486,664.95 and \$1,000,000.00 and maturing on December 15, 2014.

B. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

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C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

4. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

5. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

6. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

7. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

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Ohio Mortgage

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8. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Mortgagor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

9. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

10. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs

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that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

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12. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

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L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

13. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

14. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, value,

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appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include (unless prohibited by law) reasonable attorneys' fees, court costs, and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any

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Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

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J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

16. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

17. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

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All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

18. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

19. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property. Mortgagor does hereby remise, release, and forever quitclaim all their right and title of dower in the Property to Lender.

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20. APPLICABLE LAW. This Security Instrument is governed by the laws of Oklahoma, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

21. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

22. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

23. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

24. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and

Retriev Technologies, Incorporated

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taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

Retriev Technologies, Incorporated

By Steven Kinsbursky Date 5/20/14
Steven Kinsbursky, President

Retriev Technologies, Incorporated

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California }
County of Orange }
On May 20, 2014 before me, M.E. Bradish
Date Here Insert Name and Title of the Officer
personally appeared Steven Kinsbursky
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature: _____
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Original Mortgage Document Date: December 15, 2013
Number of Pages: 17 Signer(s) Other Than Named Above: no other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven Kinsbursky
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Situated in the State of Ohio, County of Fairfield, and in the City of Lancaster:

Location in Township 14, Range 18, Section 5, City of Lancaster, and being the same tract described in Deed Volume 582, Page 398, and being more fully described as follows:

Beginning at a railroad spike found in the centerline of Quarry Road and on the east line of Section 4, said point is located (by deed) North 1275.30 feet from the southeast corner of Section 4; thence North 90° 00' 00" West with the north right of way line of Commerce Street a distance of 1280.00 feet to a 5/8 inch rebar set; thence North 00° 00' 40" East a distance of 1121.50 feet to a 5/8 inch iron pipe found on the south right of way line on the Indiana and Ohio Central Railroad, thence North 78° 25' 14" East with said right of way line a distance of 1306.65 feet to a one-inch iron pin found in the centerline of Quarry Road and on the east line of Section 4; thence South 00° 00' 40" West a distance of 1383.78 feet to the point of beginning, containing 36.809 acres.

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 2:

Situated in the State of Ohio, County of Fairfield, Township of Walnut, in the Southwest Quarter of Section 20, Township 16, Range 18, Congress Lands, being all of Parcel #1 and Parcel #2, all of an 8.00 Acre tract and all of a 0.208 Acre tract conveyed to The D. L. Auld Company by deeds of record in Deed Book 537, page 517, Deed Book 567, page 274, and Deed Book 567, page 881, respectively, Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Commencing at a found railroad spike at the centerline intersection of State Route #256 (Baltimore-Somerset Road) with State Route #37 (Lancaster-Newark Road), said spike being the southwest corner of said Section 20, the southwest corner of the Thomas O. and Ruth Ann Weidner 3.12 Acre tract (Deed Book 628, page 248, said Recorder's Office);

Thence, along said centerline of State Route #256 and the South line of said 3.12 Acre tract, North 89° 10' 00" East 453.30 feet to a set P.K. nail at the southeast corner of said 3.12 Acre tract, southwest corner of said 8.00 Acre tract and the TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

Thence along part of the west line of said 8.00 acre tract and part of the east line of said 3.12 Acre tract, North 00° 07' 11" East, 482.10 feet to a set iron pipe at the southeast corner of said 0.208 Acre tract (passing an iron pipe set at 30.00 feet);

Thence, along the south line of said 0.208 Acre tract, and across said 3.12 Acre tract, South 89° 17' 18" second West, 454.30 feet to a set P.K. nail in the centerline of said State Route #37, at the southwest corner of said 0.208 Acre tract, (passing a found iron pipe at 424.30 feet);

Thence, along said centerline of State Route #37, the west line of said 0.208 Acre tract and the west line of said Parcel #1, North, 513.40 feet to a set P.K. nail at the northwest corner of said Parcel #1, and the southwest corner of the Keith C. and Sarah L. Stought 1.50 Acre tract (Deed Book 463, page 483, said Recorder's Office);

Thence, along the north lines of Parcel #1 and #2, north line of said 8.00 Acre tract, south line of said 1.50 Acre tract, and part of a south line of the Ruth Ann Taylor, etal. Tract (Deed Book 572, page 142, said Recorder's Office), North 89° 09' 30" East, 805.04 feet to a found iron pipe at the northeast corner of said 8.00 Acre tract, and the northwest corner of the Harold W. and Hazel M. Smith tract (Deed Book 325, page 395, said Recorder's Office) passing a set iron pipe at 30.00 feet;

EXHIBIT "A"
LEGAL DESCRIPTION

Thence, along the east line of said 8.00 Acre tract and the west line of said Smith tract, South $00^{\circ} 07' 11''$ West, 996.59 feet to a set P.K. nail in said centerline of State Route #256 at the southeast corner of said 8.00 tract and the southwest corner of said Smith tract (passing a set iron pipe at 966.59 feet and a found iron pipe at 971.59 feet);

Thence, along said centerline of State Route #256 and the south line of said 8.00 Acre tract, South $89^{\circ} 10' 00''$ West, 349.65 feet the place of beginning CONTAINING 13.364 ACRES, subject, however, to all legal highways, easements, leases and restrictions of record, and all records in the respective utility offices.

The foregoing description was prepared from an actual field survey made by Myers Surveying Company, Inc. in July, 1996. Iron pipes set are 30" x 1" O.D. with orange plastic caps inscribed "P.S. 6579", unless otherwise noted. Basis of bearings is the centerline of State Route #256 held as North $89^{\circ} 10' 00''$ East.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/24/2013	201320500138	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	.00		.00	.00

Receipt

This is not a bill. Please do not remit payment.

BUSINESS FILINGS INCORPORATED
ATTN: PROCESSING DEPARTMENT
8040 EXCELSIOR DR., SUITE 200
MADISON, WI 53717

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

2216963

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

RETRIEV TECHNOLOGIES INCORPORATED

and, that said business records show the filing and recording of:

Document(s)

FOREIGN LICENSE/FOR-PROFIT

Document No(s):

201320500138

Effective Date: 07/23/2013

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 24th day of July, A.D.
2013.

Ohio Secretary of State

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com



Form 530A Prescribed by:
Ohio Secretary of State
JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

Foreign For-Profit Corporation Application for License
Filing Fee: \$125
(151-FLF)

RECEIVED
JUL 23 2013

The application is made to procure a Permanent License Temporary License (valid for six months) **SECRETARY OF STATE**

Attach Certificate of Good Standing from the jurisdiction of formation (see instructions)

Name of Corporation
(Name must match the name on the Certificate of Good Standing)

Assumed name under which the corporation will do business, if its corporate name is not available in Ohio
 (Must attach "Resolution of Foreign Corporation to Qualify Under An Assumed Name" Form 591)

Under the Laws of the Jurisdiction of
 Jurisdiction of Formation

Date of Incorporation in Jurisdiction of Formation: (Date must match the date provided on the Certificate of Good Standing)
 Date of Incorporation

The location of the principal office (non-Ohio) is:

Mailing Address

 City State ZIP Code

If there is a principal office within Ohio, the location is

Mailing Address

 City State ZIP Code

A brief summary of the corporate purpose(s) to be exercised within Ohio

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

Appointment of Agent

The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in Ohio.

Business Filings Incorporated

Name

4400 Easton Commons Way Suite 125

Mailing Address

Columbus

City

Ohio

State

43219

ZIP Code

If the agent is an individual and using a P.O. Box, check this box to confirm the agent is an Ohio resident.

The entity above irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the Ohio Secretary of State if:

- A. an agent is not appointed, or
- B. an agent is appointed but the authority of that agent has been revoked, or
- C. the agent cannot be found or served after the exercise of reasonable diligence.

Pursuant to Ohio Revised Code 1703.29 (A), a foreign corporation is required to pay an additional \$250 fee if the application is being made to enable the corporation to prosecute or defend a legal action. Please see Ohio Revised Code or the instructions for more information.

No, the corporation is not filing for this purpose and an additional fee is not included.

Yes, the application is being filed for this purpose and the additional \$250 fee is included with the filing fee.

If yes then:

Pursuant to Ohio Revised Code 1703.29(B), a foreign corporation that began transacting business in Ohio prior to 2009 without a license may be required to provide a certificate from the tax commissioner which states that the corporation has paid all franchise taxes which it should have paid had it qualified to do business in this state.

Did the corporation begin transacting business in Ohio prior to 2009?

Yes, the D4 certificate from the tax commissioner is attached.

No, the corporation began transacting business in 2009 or later, therefore, a D4 certificate is not required.

This fax was received by GFI FAXmaker tax server. For more information, visit <http://www.gfi.com>

, being first duly sworn, deposes and says that he/she is the
Name of Officer

of
Officer Title Corporation

the corporation described in the foregoing application, and that the statements contained in said application are true and correct to best of my knowledge and belief.

Name


Signature

Sworn before me and subscribed on
Date

Notary Public

NOTARY SEAL

Expiration Date of Notary's Commission
Date



This fax was received by GFI FAXmaker fax server. For more information, visit <http://www.gfi.com>

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RETRIEV TECHNOLOGIES INCORPORATED" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF JULY, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "RETRIEV TECHNOLOGIES INCORPORATED" WAS INCORPORATED ON THE THIRTEENTH DAY OF JUNE, A.D. 2013.



5239521 8300

130853252

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 0567024

DATE: 07-08-13



DATE: 04/07/2014	DOCUMENT ID 201409401320	DESCRIPTION FICTITIOUS NAME/ASSIGNMENT (NFA)	FILING 25.00	EXPED .00	PENALTY	CERT .00	COPY .00
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Receipt

This is not a bill. Please do not remit payment.

RETRIEV TECHNOLOGIES
ATTN: DANIEL KINSBURSKY
125 E. COMMERCIAL ST., SUITE A
ANAHEIM, CA 92801-1214

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

1519414

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

THE BIG GREEN BOX

and, that said business records show the filing and recording of:

Document(s)

FICTITIOUS NAME/ASSIGNMENT

Document No(s):

201409401320

Effective Date: 04/04/2014

Expiration Date:

02/04/2015

RETRIEV TECHNOLOGIES
INCORPORATED
125 E. COMMERCIAL ST.
SUITE A
ANAHEIM, CA 92801



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 7th day of April, A.D.
2014.

Ohio Secretary of State



Form 524A Prescribed by the:
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)

www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 788
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

Trade Name or Fictitious Name Registration Update Filing Fee: \$25

CHECK ONLY ONE (1) Box

(1) <input checked="" type="checkbox"/> Assignment of Registered Name (116-RNA)
(3) <input type="checkbox"/> Change of Address for Registrant (176-RNB)
(5) <input type="checkbox"/> Change of Partners of Registrant, if Registrant is a General Partnership (999-GEN)

(2) <input type="checkbox"/> Change of Nature of Business (999-GEN)
(4) <input type="checkbox"/> Cancellation of Registration (184-RNX)

Trade Name or Fictitious Name	The Big Green Box
Registration Number	1519414
Name of Current Registrant	Lithchem International (Toxco Inc.)

Complete the information in this section if box (1) is checked above

New Registrant's Name	Retriev Technologies Incorporated		
New Registrant's Charter/Registration/License Number in Ohio (if applicable)	2216963		
New Registrant's Address	125 E Commercial St. Suite A		
Mailing Address	125 E Commercial St. Suite A		
City	Anaheim	State	California
ZIP Code	92801		

If new registrant is a General Partnership NOT registered in Ohio pursuant to ORC 1776, please provide the name and address of at least one general partner.

Name	Address
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Note: Pursuant to OAG 89-081, if a general partner is a foreign corporation/limited liability company, it must be licensed to transact business in Ohio.

Complete the information in this section if box (2) is checked

The general nature of business conducted by the registrant:

Three empty rectangular boxes for describing the general nature of business.

Complete the information in this section if box (3) is checked

Registrant's New Address

Mailing Address []
City [] State [] ZIP Code []

No additional information required if box (4) is checked above. Please sign form below.

Complete the information in this section if box (5) is checked

New General Partner(s) names(s) and addresses

Name	Address
[]	[]
[]	[]
[]	[]

Note: Pursuant to OAG 89-081, if a general partner is a foreign corporation/limited liability company, it must be licensed to transact business in Ohio.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required
Application must be signed by the registrant or an authorized representative.

Lithchem International (Toxco Inc.)
Signature

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

Steven Kinsbursky
By (if applicable)

Steven Kinsbursky
Print Name

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/23/2014	201429601169	FICTITIOUS NAME RENEWAL (NFR)	25.00				0

Receipt

This is not a bill. Please do not remit payment.

**RETRIEV TECHNOLOGIES INC.
 125 E COMMERCIAL ST.
 SUITE A
 ANAHEIM, CA, 92801**

**STATE OF OHIO
 CERTIFICATE**

Ohio Secretary of State, Jon Husted

1519414

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

THE BIG GREEN BOX

and, that said business records show the filing and recording of:

Document(s)

FICTITIOUS NAME RENEWAL

Document No(s):

201429601169

Effective Date: 10/23/2014



United States of America
 State of Ohio
 Office of the Secretary of State

Witness my hand and the seal of the
 Secretary of State at Columbus, Ohio
 this 23rd day of October, A.D. 2014.

Jon Husted
 Ohio Secretary of State



Form 523A Prescribed by:
JON HUSTED
Ohio Secretary of State

Date Electronically Filed: 10/23/2014

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Renewal of Trade Name or Fictitious Name Registration
Filing Fee: \$25

(CHECK ONLY ONE (1) BOX)

Renewal of Trade Name (172-RNR)
Reg. No.

Renewal of Fictitious Name (159-NFR)
Reg. No.

Trade Name or Fictitious Name to be Renewed
Name of Registrant Renewing Name
Registrant's Entity Number (if registered with Ohio Secretary of State):

Complete if the registrant is a general partnership and has not provided an entity number above. Registration numbers are assigned to partnerships that have filed a statement under Ohio Revised Code Chapter 1776 OR complete if a partner was listed on the original application and that person/entity is no longer a partner.

Provide the name and address of at least one general partner.

Name	Address
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

NOTE: Pursuant to OAG 89-081, if a general partner is a foreign corporation/limited liability company, it must be licensed to transact business in Ohio; if a general partner is a foreign corporation/limited liability company licensed in Ohio under an assumed name, please provide the assumed name and the name as registered in its jurisdiction of formation.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

REQUIRED

Renewal must be signed by the registrant or authorized representative of the registrant.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

RETRIEV TECHNOLOGIES INCORPORATED

Signature

DANIEL KINSBURSKY

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/01/2016	201603200614	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

RETRIEV TECHNOLOGIES INC.
ATTN: DANIEL KINSBURSKY
125 E COMMERCIAL ST. A
ANAHEIM, OH 92807

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Jon Husted
2216963**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

RETRIEV TECHNOLOGIES INCORPORATED

and, that said business records show the filing and recording of:

Document(s)

SUBSEQUENT AGENT APPOINTMENT

Effective Date: 01/29/2016

Document No(s):

201603200614



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
1st day of February, A.D. 2016.

Jon Husted
Ohio Secretary of State



Form 521 Prescribed by:

JON HUSTED
OHIO SECRETARY OF STATE

Toll Free: (877) SOS-FILE (877-767-3453)
Central Ohio: (614) 466-3810

www.OhioSecretaryofState.gov
husted@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 788
Columbus, OH 43216

Expedite Filing (Two business day processing time.
Requires an additional \$100.00)

P.O. Box 1390
Columbus, OH 43216

2016 JAN 29 PM 1:47

Statutory Agent Update Filing Fee: \$25

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

- Corp (165-AGS)
- LP (165-AGS)
- LLC (171-LSA)
- Business Trust (171-LSA)
- Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

- Corp (145-AGA)
- LP (145-AGA)
- LLC (144-LAD)
- Business Trust (144-LAD)
- Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

- Corp (155-AGR)
- LP (155-AGR)
- LLC (153-LAG)
- Partnership (153-LAG)
- Business Trust (153-LAG)
- Real Estate Investment Trust (153-LAG)

Name of Entity

Charter, License or Registration No.

Name of Current Agent

Complete the information in this section if box (1) is checked

Name and Address of New Agent
Name of Agent

Mailing Address

City

State

Zip Code

Complete the information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, , named herein as the
Name of Agent

statutory agent for , hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature:
Individual Agent's Signature/Signature on behalf of Business Serving as Agent

Complete the Information in this section if box (2) is checked

New Address of Agent

Mailing Address

City State Zip Code

Complete the information in this section if box (3) is checked

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

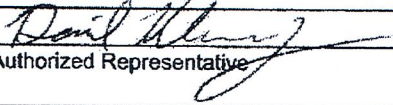
Mailing Address

City State Zip Code

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Agent update must be signed by an authorized representative (see instructions for specific information).


Authorized Representative

By (if applicable)

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

DANIEL KINSBURSKY
Print Name

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Authorized Representative

By (if applicable)

Print Name



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
03/04/2020	202005703230	TRADE NAME REGISTRATION (RNO)	39.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

BUSINESS FILINGS INCORPORATED
8020 EXCELSIOR DR., SUITE 200
MADISON, WI 53717

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose
4442975**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
THE BIG GREEN BOX

and, that said business records show the filing and recording of:

Document(s)

TRADE NAME REGISTRATION

Effective Date: 02/26/2020

Document No(s):

202005703230

Date of First Use: 01/29/2016

Expiration Date: 02/26/2025

RETRIEV TECHNOLOGIES INCORPORATED
125 EAST COMMERCIAL STREET STE A
ANAHEIM, CA 92801



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
4th day of March, A.D. 2020.

Ohio Secretary of State

Form 534A Prescribed by:



Date Electronically Filed: 2/26/2020
Toll Free: 877.767.3453 | Central Ohio: 614.466.3910
OhioSoS.gov | business@OhioSoS.gov
File online or for more information: OhioBusinessCentral.gov

Name Registration

Filing Fee: \$39

Form Must Be Typed

CHECK ONLY ONE (1) Box

<input checked="" type="checkbox"/> Trade Name (167-RNO)	Date of first use: <input type="text" value="1/29/2016"/> <small>MM/DD/YYYY</small>	<input type="checkbox"/> Fictitious Name (169-NFO)
---	--	---

<input type="text" value="The Big Green Box"/> Name being Registered or Reported
<input type="text" value="RETRIEV TECHNOLOGIES INCORPORATED"/> Name of the Registrant
Note: If the registrant is a partnership, please provide the name of the partnership. Individual partner names are not permitted but are required on page 2 of the form.

Registrant's Entity Number (if registered with Ohio Secretary of State):

All registrants must complete the information in this section

The general nature of business conducted by the registrant:

<input type="text" value="Battery and Universal Waste recycling"/>
--

Business address:

<input type="text" value="125 EAST COMMERCIAL STREET STE A"/>

Mailing Address

<input type="text" value="ANAHEIM"/> City	<input type="text" value="CA"/> State	<input type="text" value="92801"/> ZIP Code
--	--	--

Complete the information in this section if registrant is a partnership NOT registered in Ohio pursuant to ORC 1776, if partnership is registered, provide registration number on page one.

Provide the name and address of at least one general partner:

Name

Address

NOTE: Pursuant to OAG 89-081, if a general partner is a foreign corporation/limited liability company, it must be licensed to transact business in Ohio; if a general partner is a foreign corporation/limited liability company licensed in Ohio under an assumed name, please provide the assumed name and the name as registered in its jurisdiction of formation.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Application must be signed by the registrant or an authorized representative.

Signature

By (if applicable)

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

Print Name

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Fairfield County GIS



Notes

PCL 009 RETRIEV TECHNOLOGIES INCORPORATED	SH, T1, T2
---	------------

Data For Parcel 0490254300

Note:

Taxes shown below HAVE BEEN certified by the Fairfield County Auditor.

Tax Data

Parcel:	0490254300
Owner:	RETRIEV TECHNOLOGIES INCORPORATED
Address:	8090 LANCASTER-NEWARK RD



[+] Map this property.

[View and Print Tax Bill](#)

Change Tax Year: 2019 ▼

Property Tax

	Tax Year 2019 Payable 2020	
	First Half	Second Half
Gross Charge:	\$24,646.72	\$24,646.72
Reduction Factor:	(\$5,889.42)	(\$5,889.42)
Non-Business Credit:	\$0.00	\$0.00
Owner Occupancy Credit:	\$0.00	\$0.00
Homestead Reduction:	\$0.00	\$0.00
Special Assessments:	\$0.00	\$0.00
CAUV Recoupment:	\$0.00	\$0.00
Penalties And Adjustments:	\$0.00	\$0.00
Subtotals:	\$18,757.30	\$18,757.30
Prior Charges:	\$0.00	
Interest:	\$0.00	
Full Year Total:	\$37,514.60	
Payments:	(\$37,514.60)	
Half Year Due:	\$0.00	
Full Year Due:	\$0.00	

Special Assessments

No data found for this parcel.

Payment History

Date	Amount
6/30/2020	(\$18,757.30)
2/3/2020	(\$18,757.30)
6/26/2019	(\$19,660.86)
1/29/2019	(\$19,660.86)
7/9/2018	(\$19,704.24)

Data For Parcel 0490254300

Base Data

Parcel:	0490254300
Owner:	RETRIEV TECHNOLOGIES INCORPORATED
Address:	8090 LANCASTER-NEWARK RD



[+] Map this property.

Mailing Address

Mailing Name:	RETRIEV TECHNOLOGIES INCORPORATED
Address:	265 QUARRY RD
City State Zip:	LANCASTER, OH 43130

Taxing District

City:	UNINCORPORATED
Township:	WALNUT TOWNSHIP
School District:	LIBERTY UNION-THURSTON L.S.D.

Legal

Neighborhood:	00065014 FOXCHASE/EXECUTIVE 020	Legal Acres:	13.36
Legal Description:	R 18 T 16 S 20 SW	Land Use:	(340) I - MANUFACTURING & ASSEMBLY LIGHT
		Property Class:	INDUSTRIAL
		Range Township Section:	0-0-0
Map Number:	0020-00-012-00		

Tax Year 2020 Tentative Valuation

	Appraised	Assessed (35%)
Land Value:	\$120,750.00	\$42,260.00
Building Value:	\$1,908,640.00	\$668,020.00
Total Value:	\$2,029,390.00	\$710,280.00
CAUV Land Value:	\$0.00	
Taxable Value:		\$710,280.00

Tax Credits

Owner Occupancy Credit:	NO
Homestead Reduction:	NO

Notes

Notes:	

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1/30/2018	(\$19,704.24)
7/20/2017	(\$18,330.49)
2/23/2017	(\$18,330.49)
7/21/2016	(\$18,288.06)
2/24/2016	(\$18,288.06)
7/13/2015	(\$17,564.97)
2/27/2015	(\$19,359.11)
8/7/2014	(\$17,251.30)
3/4/2014	(\$17,251.30)
7/25/2013	(\$16,915.32)
2/28/2013	(\$16,915.32)
8/2/2012	(\$16,970.59)
2/28/2012	(\$16,970.59)
7/13/2011	(\$13,786.05)
6/10/2011	(\$4,915.08)
5/16/2011	(\$694.86)
4/12/2011	(\$694.86)
4/4/2011	(\$694.86)
2/15/2011	(\$17,311.28)
1/18/2011	(\$694.86)
12/14/2010	(\$694.86)
11/16/2010	(\$694.86)
10/13/2010	(\$694.86)
9/14/2010	(\$694.86)
8/20/2010	(\$694.86)
6/15/2010	(\$694.86)
5/14/2010	(\$694.86)
4/14/2010	(\$694.86)
3/31/2010	(\$694.86)
2/23/2010	(\$694.86)
2/17/2010	(\$1,389.72)
1/14/2010	(\$694.86)
12/21/2009	(\$694.86)
11/10/2009	(\$694.86)
10/14/2009	(\$694.86)
9/16/2009	(\$694.86)
8/14/2009	(\$694.86)
7/13/2009	(\$694.86)
6/17/2009	(\$694.86)
5/13/2009	(\$694.86)
4/21/2009	(\$694.86)
4/6/2009	(\$694.86)
2/20/2009	(\$694.86)
1/14/2009	(\$694.86)
12/19/2008	(\$694.86)
11/13/2008	(\$694.86)
10/15/2008	(\$694.86)
9/18/2008	(\$694.86)
9/5/2008	(\$694.86)
7/24/2008	(\$694.86)
6/9/2008	(\$694.86)
5/15/2008	(\$694.86)
4/14/2008	(\$694.86)
3/25/2008	(\$694.86)

2/15/2008	(\$694.86)
1/17/2008	(\$694.86)
12/19/2007	(\$694.86)
11/14/2007	(\$694.86)
10/16/2007	(\$694.86)
9/11/2007	(\$694.86)
8/27/2007	(\$694.86)
7/17/2007	(\$694.86)
7/11/2007	(\$694.86)
5/14/2007	(\$694.86)
4/18/2007	(\$694.86)
4/12/2007	(\$694.86)
3/6/2007	(\$694.86)
2/20/2007	(\$694.86)
1/9/2007	(\$694.86)
12/11/2006	(\$694.86)
11/16/2006	(\$694.86)
7/13/2010	(\$16,632.48)
2/23/2010	(\$17,327.34)
7/13/2009	(\$16,921.01)
2/23/2009	(\$16,226.15)
7/16/2008	(\$15,091.80)
2/20/2008	(\$15,091.80)

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Data For Parcel 0490254300

Note:

Taxes shown below HAVE BEEN certified by the Fairfield County Auditor.

Tax Data

Parcel:	0490254300
Owner:	RETRIEV TECHNOLOGIES INCORPORATED
Address:	8090 LANCASTER-NEWARK RD



[+] Map this property.

[View and Print Tax Bill](#)

Change Tax Year: 2019 ▼

Property Tax

	Tax Year 2019 Payable 2020	
	First Half	Second Half
Gross Charge:	\$24,646.72	\$24,646.72
Reduction Factor:	(\$5,889.42)	(\$5,889.42)
Non-Business Credit:	\$0.00	\$0.00
Owner Occupancy Credit:	\$0.00	\$0.00
Homestead Reduction:	\$0.00	\$0.00
Special Assessments:	\$0.00	\$0.00
CAUV Recoupment:	\$0.00	\$0.00
Penalties And Adjustments:	\$0.00	\$0.00
Subtotals:	\$18,757.30	\$18,757.30
Prior Charges:	\$0.00	
Interest:	\$0.00	
Full Year Total:	\$37,514.60	
Payments:	(\$37,514.60)	
Half Year Due:	\$0.00	
Full Year Due:	\$0.00	

Special Assessments

No data found for this parcel.

Payment History

Date	Amount
6/30/2020	(\$18,757.30)
2/3/2020	(\$18,757.30)
6/26/2019	(\$19,660.86)
1/29/2019	(\$19,660.86)
7/9/2018	(\$19,704.24)

1/30/2018	(\$19,704.24)
7/20/2017	(\$18,330.49)
2/23/2017	(\$18,330.49)
7/21/2016	(\$18,288.06)
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7/24/2008	(\$694.86)
6/9/2008	(\$694.86)
5/15/2008	(\$694.86)
4/14/2008	(\$694.86)
3/25/2008	(\$694.86)

2/15/2008	(\$694.86)
1/17/2008	(\$694.86)
12/19/2007	(\$694.86)
11/14/2007	(\$694.86)
10/16/2007	(\$694.86)
9/11/2007	(\$694.86)
8/27/2007	(\$694.86)
7/17/2007	(\$694.86)
7/11/2007	(\$694.86)
5/14/2007	(\$694.86)
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4/12/2007	(\$694.86)
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