

TITLE REPORT

C/R/S FAI-SR37-6.10

PARCEL 002- U

PID 110412

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
ACT INVESTMENTS, LLC	N/A	100%

Mailing Address: **Robert Landis**
3560 Dolson Court
Suite P
Carroll, OH 43112

DAVID W. LANDIS, III
2370 REYNOLDSBURG-BALTIMORE ROAD
BALTIMORE, OH 43105

Phone Number **740-503-3979 cell phone**

Property Address: 0 Baltimore-Somerset Rd NE
Baltimore OH 43105

Registered Agent:
SAS AGENT FOR SERVICE, INC.
STEBELTON SNIDER LPA
109 N BROAD ST STE 200
LANCASTER, OH 43130
AGENT: JOHN L ALDEN

Phone: **740-654-4141**

(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, Walnut Township, and being more particularly described as follows:

Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (3); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence south 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36° East 27 chains and 80 links to the beginning , containing 80 and eleven one-hundredth acres.

EXCEPTING THEREFROM the following ~~two~~ three tracts:

Tract One:

2.62 acres

Tract Two:

10.011 acres

Tract Three:

5.145 acres

Leaving in said parcel herein to be conveyed 62.33 acres.

APN: 049-02634-00

Known as 835 Baltimore-Somerset Rd NE

Parcel Two:

Situated in the State of Ohio, County of Fairfield, Walnut Township, Township 16, Range 18, Section 30.

Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in volume 498, page 873, and being more fully described as follows: Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster- Newark Road (State Route 37), and the northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 in rebar set....., containing 10.011 acres.

EXCEPTING THE FOLLOWING: 3.099 acres

Leaving a total of 6.91 acres

APN: 049-02634-20

Known as 835 Baltimore-Somerset Rd NE

Current Deed Reference: **202000026495 date recorded 11/20/2020 at 1:40 PM**

Both parcels have take areas.

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

Name & Address & Phone Number	Date Filed	Amount & Type of Lien
ACT INVESTMENTS LLC, an Ohio Limited Liability Company 3939 Reynoldsburg Baltimore Rd NW Baltimore, OH 43105 with Farm Credit Mid-America, FLCA 12501 Lakefront Place PO Box 34390 Louisville, KY 40232	Signed 04/27/2021 Recorded 06/15/2021 Inst# 202100015534	\$1,012,678.91 Mortgage

(3-B) **LEASES**

Name & Address	Commercial/Residential	Term
----------------	------------------------	------

No active leases found

(3-C) **EASEMENTS**

<u>Name & Address</u>	<u>Type</u>
INSTRUMENT NUMBER 202300004277 GRANTOR: ACT Investments, LLC GRANTEE: State of Ohio (ODOT)	Judgement Entry of Highway Easement Rec. 03/23/2023
OR BK 1722 Pgs. 2770-2778 GRANTOR: WAGNER RENTALS LLC GRANTEE: State of Ohio (ODOT)	Highway Easement Rec: 10/24/16
OR BK 1641 Pgs. 2499-2505 (Exhibit B) Current Deed GRANTOR: WAGNER RENTALS LLC GRANTEE: E. DARLENE WAGNER AND PAUL M. WAGNER, husband and wife	Driveway Easement Rec: 08/12/13
OR BK 1641 Pgs. 2499-2505 (Exhibit C) Current Deed GRANTOR: WAGNER RENTALS LLC GRANTEE: E. DARLENE WAGNER AND PAUL M. WAGNER, husband and wife	Utility Easement Rec: 08/12/13
OR BK 1628 Pgs. 3143-3147 GRANTOR: PAUL M. WAGNER AND E. DARLENE WAGNER dba WAGNER RENTALS LLC GRANTEE: VILLAGE OF BALTIMORE, OHIO, an Ohio municipal corporation	Permanent Easement for Water and Sewer lines Rec: 04/03/13
OR BK 1628 Pgs. 3154-3156 AGREEMENT BETWEEN VILLAGE OF BALTIMORE, OHIO WITH WAGNER RENTALS LLC	Agreement for Extraterritorial Water and/or Sewer Services and Consent to Annexation Rec: 04/03/13
DV 555, Page 678-682 Grantor: Ruth Ann Taylor and James A Taylor Donald L. Kull and Marilyn Jane Kull Electa Darlene Wagner and Paul Michael Wagner Grantee: Columbia Gas of Ohio Inc., an Ohio corporation 200 Civic Center Dr. P.O. Box 117 Columbus, Ohio 43216-0117	Gas Easement and Right of Way Filed: 10-27-1987
DV 503, Page 426-429 Grantor: Columbia Gas of Ohio Inc./Columbia Gas Transmission Corporation Grantee: E.E. Soliday 99 North Front St. Columbus, Ohio 43215	Agreement for Conditional Limited time Gas Service Filed: 02-12-1980
DV 449, Page 564 Grantor: Emerald E. Soliday, unmarried, aka E.E. Soliday Grantee: The Village of Thurston, Ohio	Right- Of-Way (Water) Easement Filed: 06-06-1975
DV 220, Page 713 Grantor: E.E. Soliday & Electa A. Soliday Grantee: The Ohio Power Company No Address Provided	Electric Easement Filed: 06-10-1949
DV 234, Page 229 Grantor: Electa A. Soliday and C.E. Soliday Grantee: South-Central Rural, Electric Cooperative, Inc., a corporation Box 425 Lancaster, Ohio	Electric Easement Filed: 06-02-1949

RE 1, Page 305
Grantor: J.W. Race
Grantee: South Central Rural Electric Cooperative, Inc.
No Address Provided

Electric Easement
Filed: 07-27-1938

DV 180, Page 26
Grantor: J.W. Race and Weltha V. Race
Grantor: The Ohio Power Company
No Address Provided

Electric Easement
Filed: 11-19-1932

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

Defect in the legal description in words description states "...of Section Thirty" but in parentheses the legal description indicates (3) rather than (30).

CONDITIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS included in OR BK 1641, Pgs. 2499-2505 concerning development and uses for property which has frontage on SR256 or SR37. Recorded 08/12/13

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

County:	<u>Fairfield</u>	Township:	<u>WALNUT</u>	School District:	<u>Liberty Union - Thurston LSD</u>
AUD. PAR. NO(S)	Land 100%	Building	Total 100%	Taxes	
049-02634-00				\$1,490.52 YRLY/ \$745.26	
Take Area	\$411,650.00	\$ 00.00	\$411,650.00	PER HALF	
049-02634-20				\$135.16 YRLY/ \$67.58	
Take Area	<u>\$66,790.00</u>	<u>\$ 00.00</u>	<u>\$66,790.00</u>	<u>PER HALF</u>	

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

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

Comments:

CAUV TAXABLE AMOUNT: **\$113,100.00** APN 0490263400 & **\$10,250.00** APN 0490263420

This Title Report covers the time period from 1/1/1976 to 9/3/2024. 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 002-U** and presently standing in the name WAGNER RENTALS, LLC as the same are entered upon the several public records of Fairfield County.

Date & Time 09/03/2024 3:06 PM (am/pm)

Signed *Brittany Bradford*

Print Name Brittany M. Bradford

DIST 05

CRS FAI – SR37/256

PARCEL 002-U

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
WAGNER RENTALS, LLC, AN OHIO LIMITED LIABILITY COMPANY	ACT INVESTMENTS LLC, an Ohio Limited Liability Company	11/17/2020	11/20/2020 at 1:40pm	202000026495	\$3,877.60	GENERAL WARRANTY DEED
<p>Situated in the State of Ohio, County of Fairfield, Walnut Township, and being more particularly described as follows:</p> <p>Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:</p> <p>Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (3); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence south 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36° East 27 chains and 80 links to the beginning , containing 80 and eleven one-hundredth acres.</p> <p>EXCEPTING THEREFROM the following two three tracts:</p> <p><u>Tract One:</u> 2.62 acres <u>Tract Two:</u> 10.011 acres <u>Tract Three:</u> 5.145 acres</p> <p>Leaving in said parcel herein to be conveyed 67.48 62.33 acres. APN: 049-02634-00</p> <p><u>Parcel Two:</u></p> <p>Situated in the State of Ohio, County of Fairfield, Walnut Township, Township 16, Range 18, Section 30. Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in volume 498, page 873, and being more fully described as follows: Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster- Newark Road (State Route 37), and the northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 in rebar set....., containing 10.011 acres.</p> <p>EXCEPTING THE FOLLOWING: 3.099 acres</p> <p>Leaving a total of 6.91 acres APN: 049-02634-20 <u>Known as 835 Baltimore-Somerset Rd NE</u></p> <p>PRIOR DEED REFERENCE: OR BK 1434, Pages 2871-2873</p> <p>Both parcels have take areas</p>						

DIST 05

CRS FAI – SR37/256

PARCEL 002-U

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
PAUL MICHAEL WAGNER AND ELECTA DARLENE WAGNER, HUSBAND AND WIFE	WAGNER RENTALS, LLC, AN OHIO LIMITED LIABILITY COMPANY	06/28/2006	07/05/2006 @ 3:23pm	OR BK 1434 PGS 2871-2873	EXEMPT	LIMITED WARRANTY DEED
<p>Situated in the State of Ohio, County of Fairfield, Walnut Township, and being more particularly described as follows: Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows: Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (3); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence south 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36° East 27 chains and 80 links to the beginning , containing 80 and eleven one-hundredth acres.</p> <p>EXCEPTING THEREFROM the following two tracts:</p> <p><u>Tract One:</u> 2.62 acres</p> <p><u>Tract Two:</u> 10.011 acres</p> <p>Leaving in said parcel herein to be conveyed 67.48 acres.</p> <p>APN: 049-02634-00</p> <p>Prior Deed Reference: OR BK 1327 PGS 0015-0016</p>						

DIST 05

CRS FAI – SR37/256

PARCEL 002-U

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
PAUL MICHAEL WAGNER AND ELECTA DARLENE WAGNER, HUSBAND AND WIFE	WAGNER RENTALS, LLC, AN OHIO LIMITED LIABILITY COMPANY	06/28/2006	07/05/2006 @ 3:23pm	OR BK 1434 PGS 2868-2870	EXEMPT	LIMITED WARRANTY DEED
<p>Situated in the State of Ohio, County of Fairfield, Walnut Township, Township 16, Range 18, Section 30, and being more particularly described as follows:</p> <p>Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:</p> <p>Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;</p> <p>thence South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;</p> <p>thence South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;</p> <p>thence, North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;</p> <p>thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, containing 10.011 acres.</p> <p>APN: 049-02634-20</p> <p>Prior Deed Reference: OR 1327, PGS 0017-0018</p>						

DIST 05

CRS FAI – SR37/256

PARCEL 002-U

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
SAKAS CORNER, LTD, an Ohio Limited Liability Company	PAUL MICHAEL WAGNER AND ELECTA DARLENE WAGNER, HUSBAND AND WIFE	01/29/2004	02/03/2004 @ 2:47pm	OR BK 1327 PGS 0017-0018	\$104.50	General Warranty Deed
<p>Situated in the State of Ohio, County of Fairfield, Walnut Township, Township 16, Range 18, Section 30, and being more particularly described as follows:</p> <p>Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:</p> <p>Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;</p> <p>thence South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;</p> <p>thence South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;</p> <p>thence, North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;</p> <p>thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, containing 10.011 acres.</p> <p>APN: 049-02634-20</p> <p>Prior Deed Reference: OR 1126, PGS 210-211</p>						

DIST 05

CRS FAI – SR37/256

PARCEL 002-U

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
DANIEL G. SAKAS, married	PAUL MICHAEL WAGNER AND ELECTA DARLENE WAGNER, HUSBAND AND WIFE	01/29/2004	02/03/2004 @ 2:47pm	OR BK 1327 PGS 0015-0016	\$705.00	GENERAL WARRANTY DEED
LORA LEE SAKAS, spouse of the Grantor, releases all rights of dower therein.		<p>Situated in the State of Ohio, County of Fairfield, Walnut Township, and being more particularly described as follows:</p> <p>Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows: Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (3); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence south 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36° East 27 chains and 80 links to the beginning , containing 80 and eleven one-hundredth acres.</p> <p>EXCEPTING THEREFROM the following two tracts:</p> <p><u>Tract One:</u> 2.62 acres</p> <p><u>Tract Two:</u> 10.011 acres</p> <p>Leaving in said parcel herein to be conveyed 67.48 acres.</p> <p>APN: 049-02634-00</p> <p>Prior Deed Reference: OR BK 1120, PGS 599-600, Re-record to correct filing order OR BK 1118, PGS 335-336</p>				

DIST 05

CRS FAI – SR37/256

PARCEL 002-U

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
DANIEL G. SAKAS, married, and LORA L. SAKAS, his wife	SAKAS CORNER, LTD, an Ohio Limited Liability Company	09/14/2000	10/04/2000 @ 2:36 pm	OR BK 1126 PGS 210-211	EXEMPT	WARRANTY DEED
<p>Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 30, and being more particularly described as follows:</p> <p>Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:</p> <p>Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;</p> <p>thence South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;</p> <p>thence South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;</p> <p>thence, North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;</p> <p>thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, containing 10.011 acres.</p> <p>APN: 049-02634-20</p> <p>Prior Deed Reference: OR 1120, PGS 599-600</p>						

DIST 05

CRS FAI – SR37/256

PARCEL 002-U

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
ESTATE of GEORGE SAKAS, PROBATE CASE NO: 58669	DANIEL G. SAKAS	05/25/2000	08/04/2000 @11:15 am	OR BK 1120 PGS 599-600	EXEMPT	CERTIFICATE of TRANSFER
<p>RE RECORD of OR 1118, PGS 335-336 to CORRECT FILING ORDER</p> <p>Transfer of the Entire interest in the following:</p> <p>Situated in the County of Fairfield, State of Ohio and in the Township of Walnut:</p> <p>Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:</p> <p>Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36 minutes East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres.</p> <p>Excepting therefrom the following tract: 2.62 acres</p> <p>Part of Parcel No 049-02634.00</p> <p>Prior Deed Reference: OR BK 1118, PGS 335-336</p>						
ESTATE of GEORGE SAKAS, PROBATE CASE NO: 58669	DANIEL G. SAKAS	05/25/2000	7/13/2000 @ 2:55 pm	OR BK 1118 PGS 335-336	EXEMPT	CERTIFICATE of TRANSFER
<p>Situated in the Township of Walnut, County of Fairfield, and State of Ohio:</p> <p>Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:</p> <p>Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36 minutes East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres.</p> <p>Prior Deed Reference: Deed BK 498, PGS 873-875</p>						

DIST 05

CRS FAI – SR37/256

PARCEL 002-U

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
INDUSTRIAL BUILDING CORP., a Corporation	GEORGE SAKAS	07/28/1980	08/01/1980 @ 3:56 pm	DEED BK 498 PGS 873-875	EXEMPT	WARRANTY DEED
<p>Situated in the Township of Walnut, County of Fairfield, and State of Ohio: Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows: Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36 minutes East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres. Subject to Lease to Sakas, Inc. Prior Deed Reference: Deed BK 401, PGS 496-498</p>						
GEORGE SAKAS and ALEXANDRA SAKAS, his wife	INDUSTRIAL BUILDING CORP., an Ohio Corporation	09/30/1971	10/15/1971@ 9:53 am	DEED BK 401 PGS 496-497	\$48.00	WARRANTY DEED
<p>Situated in the County of Fairfield in the State of Ohio and in the Township of Walnut: Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows: Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36 minutes East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres. Subject to Lease to Sakas, Inc. Prior Deed Reference: Deed BK 375, PGS 101</p>						

202000026495

FILED FOR RECORD IN
FAIRFIELD COUNTY, OH
LISA MCKENZIE, COUNTY RECORDER
11/20/2020 01:40 PM
DEEDS DEED 66.00

TRANSFERRED

NOV 20 2020

AW

REAL ESTATE CONVEYANCE

FEE \$ *3877.60*

EXEMPT #

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

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

GENERAL WARRANTY DEED

Wagner Rentals, LLC, an Ohio Limited Liability Company, organized under the laws of and licensed to do business in the State of Ohio, by **Paul M. Wagner and Electa Darlene Wagner, its Sole Authorized Members**, for valuable consideration paid, grants, with general warranty covenants, to **ACT Investments, LLC** whose tax mailing address is 3560 DOLSON COURT, SUITE P, CARROLL, OH 43112 the following real property:

See attached Exhibit "A"

Parcel No. **049-02634.00 and 049-02634.20**
Known as: **0 Baltimore Somerset Road NE, Baltimore, OH 43105**

Prior Instrument Reference Official Record 1434, page 2871, Official Record 1434, page 2868 of the records of Fairfield County, Ohio.

Subject to the following: The lien of any taxes and assessments not now due and payable; zoning ordinances and regulations; legal highways; restrictions, conditions, reservations and easements, if any, contained in prior instruments of record, and all coal, oil and other mineral rights and interests previously transferred or reserved of record

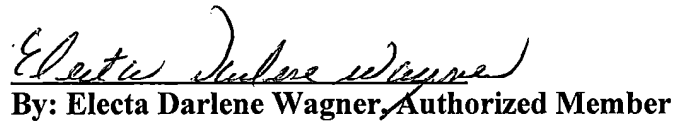
VALMER LAND TITLE AGENCY BOX
56161554

Signatures and acknowledgements continued on next page

Signed and acknowledged by:

Wagner Rentals, LLC, an Ohio Limited Liability Company


By: Paul M. Wagner, Authorized Member

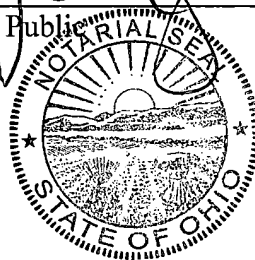

By: Electa Darlene Wagner, Authorized Member

State of Ohio
County of Fairfield, SS:

The foregoing instrument was acknowledged before me this 17th day of November, 2020, before me personally came **Paul M. Wagner and Electa Darlene Wagner, Sole Authorized Members of Wagner Rentals, LLC, an Ohio Limited Liability Company** described in and which executed the foregoing instrument, who states this action was the free act and deed of themselves and said Company(s).

Witness my official signature and seal on the day last above mentioned.

Notary Public



REBECCA S. MCANESPIE
NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires
December 21, 2020

This instrument prepared by:
Rhett A. Plank, Esq.
540 Officecenter Place, Gahanna, OH 43230
56161554

Exhibit "A"
Legal Description
For File: 56161554

PARCEL ONE:

Situated in the State of Ohio, County of Fairfield, Walnut Township, and being more particularly described as follows:

Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North $85\frac{1}{2}^{\circ}$ West 28 chains and 84 links to a stone in the road; thence south $4\frac{1}{2}^{\circ}$ West 27 chains and 80 links to a stone; thence South $85\frac{1}{2}^{\circ}$ East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36' East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres.

EXCEPTING THEREFROM the following three tracts:

Tract One: (2.62 acres)

Being a part of the Northeast Quarter of Section 30, Township 16 (Walnut), Range 18, Fairfield County, Ohio; bounded and beginning at a nail in the North line of said section also being the centerline of State Route 256 which bears West 817.8 feet from the Northeast corner of said quarter section; thence South 380.0 feet to an iron pipe, passing an iron pipe at 30.0 feet; thence West 300.0 feet to an iron pipe; thence North 380.0 feet to a nail in said section and centerline passing an iron pipe at 350.0 feet; thence East with said section and centerline 300.0 feet to the place of beginning; containing 2.62 acres, more or less.

Tract Two: (10.011 acres)

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 30:

Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:

Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North $44^{\circ}46'37''$ East a distance of 42.46 feet from a $\frac{5}{8}$ inch rebar set;

thence, South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;

thence, South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;

thence North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;

thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, containing 10.011 acres.

Bearings are based on the North line of the Northeast Quarter Section 30 being North 89°44'00" East by a previous survey of 6.94 acre tract described in Deed Volume 572, Page 140, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland".

This description is based on a survey made in August, 2000 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Register Professional Surveyor No. 6416.

Tract Three: (5.145 acres)

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, northeast quarter of Section 30.

Being part of the 80.11 acre tract described in a deed to Wagner Rentals LLC as recorded in Official Record 1434, Page 2871 and being more fully described as follows:

Beginning at a point on the east line of Section 30, in the center of Lancaster-Newark Road (SR37) and at the southeast corner of a 10.011 acre tract described in a deed to Wagner Rentals LLC as recorded in Official Record 1434, Page 2868, said point is also South 00 degrees 10'46" East a distance of 632.00 feet from the northeast corner of Section 30;

thence with the east line of Section 30 and the centerline of the road, South 00 degrees 10'46" East a distance of 415.00 feet to a point;

thence South 89 degrees 44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 540.00 feet to a 5/8 inch rebar set;

thence North 00 degrees 10'46" West a distance of 415.00 feet to a 5/8 inch rebar set on the south line of said 10.011 acre tract;

thence North 89 degrees 44'00" East, passing a 5/8 inch rebar previously set at 510.00 feet, a distance of 540.00 feet to the place of beginning, containing 5.145 acres.

Bearings are based on the 10.011 acre tract described in Official Record 1434, Page 2868 and are used to determine angles only. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland".

This description is based on a survey made in December of 2012 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Leaving a total of 62.33 acres

Parcel No.: 049-02634.00

Known As: 835 Baltimore-Somerset Rd NE

PARCEL TWO:

Situated in the State of Ohio, County of Fairfield, Walnut Township, Township 16, Range 18, Section 30, and being more particularly described as follows:

Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:

Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;

thence, South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;

thence, South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;

thence, North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;

thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, containing 10.011 acres.

Bearings are based on the North line of the Northeast Quarter of Section 30 being North 89°44'00" East by a previous survey of 6.94 acre tract described in Deed Volume 572, Page 140, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland".

This description is based on a survey made in August, 2000 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Register Professional Surveyor No. 6416.

EXCEPT THE FOLLOWING: (3.099 acres)

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, northeast quarter of Section 30.

Being part of the 10.011 acre tract described in a deed to Wagner Rentals LLC as recorded in Official Record 1434, Page 2868, and being more fully described as follows:

Beginning at a point on the east line of Section 30, in the center of Lancaster-Newark Road (SR37) and on the east line of the aforementioned 10.011 acre tract, said point is also South 00 degrees 10'46" East a distance of 322.00 feet from the northeast corner of Section 30;

thence with the east line of Section 30, the centerline of the road and the east line of the 10.011 acre tract, South 00 degrees 10'46" East a distance of 250.00 feet to a point;

thence South 89 degrees 44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 540.00 feet to a 5/8 inch rebar set;

thence North 00 degrees 10'46" West a distance of 250.00 feet to a 5/8 inch rebar set;

thence North 89 degrees 44'00" East, passing a 5/8 inch rebar set at 510.00 feet, a distance of 540.00 feet to the place of beginning, containing 3.099 acres.

Bearings are based on the 10.011 acre tract described in Official Record 1434, Page 2868 and are used to determine angles only. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland".

This description is based on a survey made in January of 2013 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Leaving a total of 6.91 acres

Parcel No.: 049-02634.20

Known As: 0 Baltimore-Somerset Rd NE

Known As: 0 Baltimore Somerset Road NE, Baltimore, OH 43105

Parcel No. 049-02634.00 & 049-02634.20

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS

BY: RS DATE: 11/19/20
049-02634-00
049-02634-20

LIMITED WARRANTY DEED

Paul Michael Wagner and Electa Darlene Wagner, husband and wife, for valuable consideration paid, grant, with limited warranty covenants to **Wagner Rentals, LLC**, an Ohio limited liability company, whose tax mailing address is 7498 Ruffner Road, Baltimore, Ohio 43105, the following described real property:

Situated in the State of Ohio, County of Fairfield, Walnut Township, and being more particularly described as follows:

Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (3); thence North 85 1/2 ° West 28 chains and 84 links to a stone in the road; thence south 4 1/2 ° West 27 chains and 80 links to a stone; thence South 85 1/2 ° East 28 chains and 78 links to a stone in the center of the road; thence North 4 ° and 36' East 27 chains and 80 links to the beginning, **containing 80 and eleven one-hundredth acres.**

EXCEPTING THEREFROM the following two tracts:

Tract One:

Being a part of the Northeast Quarter of Section 30, Township 16 (Walnut), Range 18, Fairfield County, Ohio; bounded and beginning at a nail in the North line of said section also being the centerline of State Route 256 which bears West 817.8 feet from the Northeast corner of said quarter section; thence South 380.0 feet to an iron pipe, passing an iron pipe at 30.0 feet; thence West 300.0 feet to an iron pipe; thence North 380.0 feet to a nail in said section and centerline passing an iron pipe at 350.0 feet; thence East with said section and centerline 300.0 feet to the place of beginning; **containing 2.62 acres, more or less.**

Betty Joe Sakas 1120/SAB RCL 6/12

Tract Two:

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 30:

Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:

Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;

thence, South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;

*transferred
on
DR 1434
Pg 2868-2870*

*67.48
62.33
5.150
Acres
1.122 - utility
4.028 - easement*

1
*80.110
-10.011

70.099
- 2.620

67.479 ✓*

thence, South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;

thence North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;

thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, containing 10.011 acres.

Bearings are based on the North line of the Northeast Quarter Section 30 being North 89°44'00" East by a previous survey of 6.94 acre tract described in Deed Volume 572, Page 140, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". This description is based on a survey made in August, 2000 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Register Professional Surveyor No. 6416.

Leaving in said parcel herein to be conveyed 67.48 acres,

DESCRIPTION REVIEWED AND APPROVED
FOR RECORD BY FAIRFIELD COUNTY
REGISTERED PROFESSIONAL SURVEYOR
BY AKC DATE 6/30/06
049-02634-00

Parcel No. 049-02634-00

Property Address: 835 Baltimore Somerset Road, Baltimore, Ohio 43105

Subject to taxes and assessments which are not or may hereafter become liens on said premises, all of which the Grantee hereby assumes and except easements, rights of way, leases, conditions, restrictions and legal highways, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

Prior Instrument Reference: Volume 1327, Page 0015, Official Records, Fairfield County, Ohio.

Grantors release all rights of dower therein.

EXECUTED this 28 day of June, 2006.

REAL ESTATE CONVEYANCE

FEE \$ _____

EXEMPT # M

Barbara Curtiss
AUDITOR, FAIRFIELD COUNTY, OHIO

Electa Darlene Wagner
Electa Darlene Wagner

Paul Michael Wagner
Paul Michael Wagner

TRANSFERRED

JUL 05 2006

Barbara Curtiss
County Auditor, Fairfield County, Ohio

STATE OF OHIO
COUNTY OF Franklin, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above named Electa Darlene Wagner who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 28 day of June, 2006.



Notary Public - State of Ohio
DOUGLAS J. SCHOCKMAN, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.09 R.C.

STATE OF OHIO
COUNTY OF Franklin, SS:

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 28 day of June, 2006.



Notary Public - State of Ohio
DOUGLAS J. SCHOCKMAN, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.09 R.C.

This instrument prepared by:
Douglas J. Schockman, Esq.
Lane, Alton & Horst LLC
175 South Third Street, Suite 700
Columbus, Ohio 43215

200600016424
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
07-05-2006 At 03:23 pm.
DEED 36.00
OR Book 1434 Page 2868 - 2870

LIMITED WARRANTY DEED

Paul Michael Wagner and Electa Darlene Wagner, husband and wife, for valuable consideration paid, grant, with limited warranty covenants to **Wagner Rentals, LLC**, an Ohio limited liability company, whose tax mailing address is 7498 Ruffner Road, Baltimore, Ohio 43105, the following described real property:

Situated in the State of Ohio, County of Fairfield, Walnut Township, Township 16, Range 18, Section 30, and being more particularly described as follows:

Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:

Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;

thence, South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;

thence, South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;

thence, North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;

thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, containing **10.011 acres.**

Bearings are based on the North line of the Northeast Quarter of Section 30 being North 89°44'00" East by a previous survey of 6.94 acre tract described in Deed Volume 572, Page 140, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". This description is based on a survey made in August, 2000 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Register Professional Surveyor No. 6416.

Parcel No. 049-02634-20

Subject to taxes and assessments which are now or may hereafter become liens on said premises, all of which the Grantee hereby assumes and except easements, rights of way, leases, conditions, restrictions and legal highways, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

REAL ESTATE CONVEYANCE
FEE \$ _____
EXEMPT # M
Barbara Curtiss
AUDITOR, FAIRFIELD COUNTY, OHIO

TRANSFERRED
AJS
JUL 05 2006
Barbara Curtiss
County Auditor, Fairfield County, Ohio

DESCRIPTION REVIEWED AND APPROVED
FOR THE DEED BOOK FAIRFIELD COUNTY
AUDITOR/ENGINEER/TAX/LI/PL
BY *ALD* DATE *6/29/06*
049-02634-20

Prior Instrument Reference: Volume 1327, Page 017, Official Records, Fairfield County, Ohio.

Grantors release all rights of dower.

EXECUTED this 28 day of June, 2006.

Electa Darlene Wagner
Electa Darlene Wagner

Paul Michael Wagner
Paul Michael Wagner

STATE OF OHIO
COUNTY OF Franklin, SS:

Before me, a **Notary Public**, in and for said County and State, personally appeared the above named Electa Darlene Wagner who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 28 day of June, 2006.

Douglas J. Schockman
Notary Public - State of Ohio
DOUGLAS J. SCHOCKMAN, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

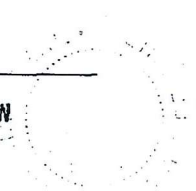


STATE OF OHIO
COUNTY OF Franklin, SS:

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 28 day of June, 2006.

Douglas J. Schockman
Notary Public - State of Ohio
DOUGLAS J. SCHOCKMAN, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.



This instrument prepared by:
Douglas J. Schockman, Esq.
Lane, Alton & Horst LLC
175 South Third Street, Suite 700
Columbus, Ohio 43215

PLAT FOR RE-ZONING

62
15368

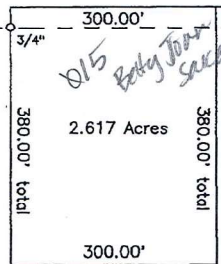
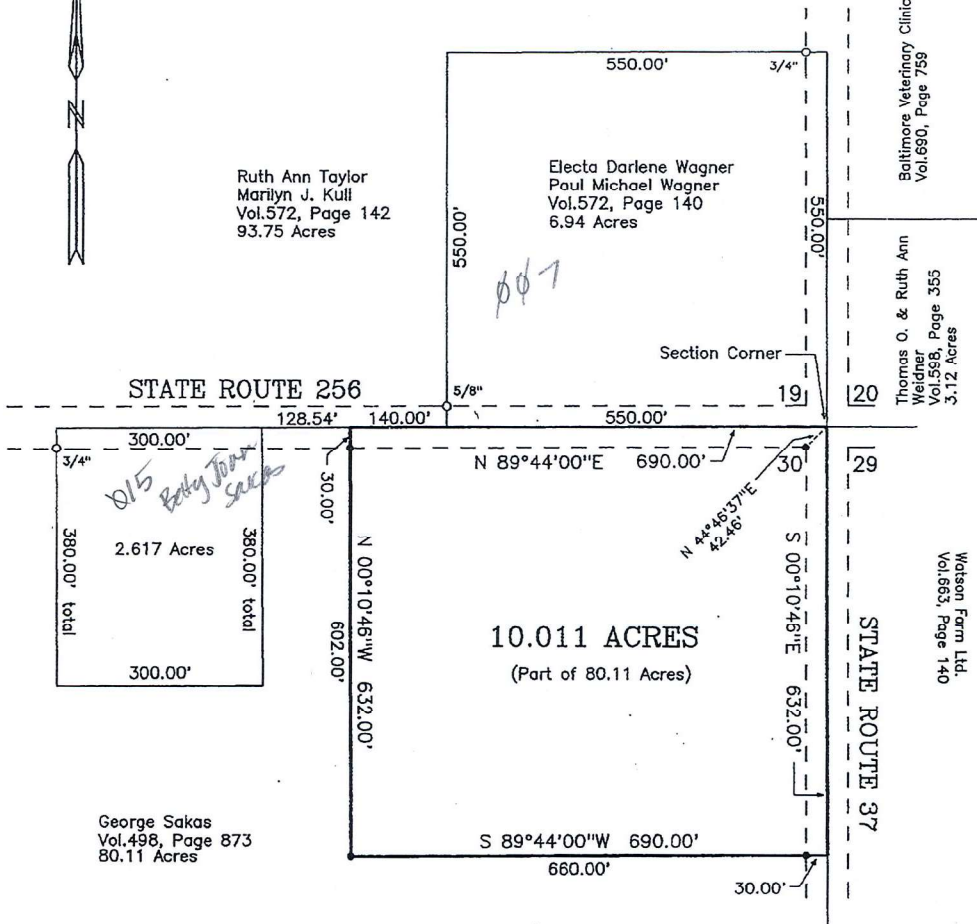


Ruth Ann Taylor
Marilyn J. Kull
Vol.572, Page 142
93.75 Acres

Electa Darlene Wagner
Paul Michael Wagner
Vol.572, Page 140
6.94 Acres

Baltimore Veterinary Clinic
Vol.680, Page 759

Thomas O. & Ruth Ann
Weidner
Vol.568, Page 365
3.12 Acres

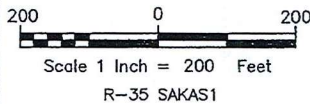


George Sakas
Vol.498, Page 873
80.11 Acres

Bearings are based on the north line of the northeast quarter of Section 30 being North 89°44'00" East by previous survey of a 6.94 acre tract described in deed volume 572, page 140.

- 5/8"X 36" rebar set with a "Tobin-McFarland" identification cap.
- Iron pipe (or other) found, as labelled
- ▲ Railroad spike set
- △ Railroad spike found
- Stone found

For: Dan Sakas
Date: Aug.20, 2000



STATE OF OHIO
FAIRFIELD COUNTY
WALNUT TOWNSHIP
TWP.16, RANGE 18
SECTION 30

BY: Rodney McFarland
Registered Surveyor No.6416

TOBIN-McFARLAND SURVEYING INC.

111 West Wheeling Street
Lancaster, Ohio 43130

Ph. 740-687-1710 Fax 740-687-0877

LOCKING VALLEY TITLE AGENCY
FILE NO. 24010020

Know all Men by These Presents

That Sakas Corner, LTD, an Ohio Limited Liability Company, of Fairfield County, State of Ohio, for valuable consideration paid, grants with general warranty covenants, to Paul Michael Wagner and Electa Darlene Wagner, the following real property:

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 30:

Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:

Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;

thence, South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;

thence, South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;

thence, North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;

thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, containing **10.011 acres.**

Bearings are based on the North line of the Northeast Quarter of Section 30 being North 89°44'00" East by a previous survey of 6.94 acre tract described in Deed Volume 572, Page 140, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. This description is based on a survey made in August, 2000 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Register Professional Surveyor No. 6416.

Parcel No. 049-02634-20

EXAMINED AND APPROVED
F. J. WOOD, CLERK, FAIRFIELD COUNTY
AUDITOR UNDER TAX LAWS
BY CCY DATE 2-204

Subject to taxes and assessments which are now or may hereafter become liens on said premises, all of which the Grantee hereby assumes and except easements, rights of way, leases, conditions, restrictions and legal highways, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

Prior Instrument Reference: Volume 1126, Page 210, Official Records, Fairfield County, Ohio.

TRANSFERRED

REAL ESTATE CONVEYANCE

FEE \$ 104.50

FEB 03 2004

EXEMPT # _____

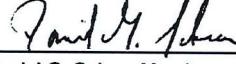
Barbara Curtiss
County Auditor, Fairfield County, Ohio

Barbara Curtiss
AUDITOR, FAIRFIELD COUNTY, OHIO

200400003080
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
02-03-2004 At 02:47 PM.
DEED 28.00
OR Book 1327 Page 17 - 18

Executed this 29th day of January, 2004.

Sakas Corner, LTD
an Ohio Limited Liability Company



Daniel G. Sakas, Member

State of Ohio
County of Fairfield, ss.

Before me, a **Notary Public** in and for said County and State, personally appeared the above named Daniel G. Sakas, Member of Sakas Corner, LTD, an Ohio Limited Liability Company, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said company.

In Testimony Whereof, I have hereunto set my hand and official seal, at Lancaster, Ohio this 29th day of January, A.D., 2004.



Notary Public - State of Ohio

This instrument prepared by **RAY R. MICHALSKI, ATTORNEY AT LAW**
HOCKING VALLEY TITLE AGENCY, INC.
676 EAST MAIN STREET, LANCASTER OHIO 43130



CHERYL L. WESSEL
Notary Public, State of Ohio
My commission expires 3-31-05

200400003080
HOCKING VALLEY TITLE
PICK-UP

HOCKING VALLEY TITLE AGENCY
FILE NO. 04010020

Know all Men by These Presents

That Daniel G. Sakas, married, of Fairfield County, State of Ohio, for valuable consideration paid, grants with general warranty covenants, to Paul Michael Wagner and Electa Darlene Wagner, the following real property:

Parcel One:

Situated in the County of Fairfield, State of Ohio and in the Township of Walnut:

Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36' East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres.

EXCEPTING THEREFROM the following two tracts:

Tract One:

Being a part of the Northeast Quarter of Section 30, Township 16 (Walnut), Range 18, Fairfield County, Ohio; bounded and beginning at a nail in the North line of said section also being the centerline of State Route 256 which bears West 817.8 feet from the Northeast corner of said quartersection; thence South 380.0 feet to an iron pipe, passing an iron pipe at 30.0 feet; thence West 300.0 feet to an iron pipe; thence North 380.0 feet to a nail in said section and centerline passing an iron pipe at 350.0 feet; thence East with said section and centerline 300.0 feet to the place of beginning; containing 2.62 acres, more or less.

PC
DL
SAKAS

Tract Two:

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 30:

Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:

Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;

thence, South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;

thence, South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;

thence, North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;

thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, containing 10.011 acres.

Bearings are based on the North line of the Northeast Quarter of Section 30 being North 89°44'00" East by a previous survey of 6.94 acre tract described in Deed Volume 572, Page 140, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. This description is based on a survey made in August, 2000 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Register Professional Surveyor No. 6416.

Leaving in said parcel herein to be conveyed 67.48 acres.

Parcel No. 049-02634-00

EXAMINED AND APPROVED
Fairfield County
A PUBLIC OFFICIAL
BY: CLT DATE: 2-2-04

Subject to taxes and assessments which are now or may hereafter become liens on said premises, all of which the Grantee hereby assumes and except easements, rights of way, leases, conditions, restrictions and legal highways, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

Prior Instrument Reference: Volume 1120, Page 599, and Volume 1118, Page 335, Official Records, Fairfield County, Ohio.

Lora Lee Sakas, spouse of the grantor, releases all rights of dower therein.

Executed this 29th day of January, 2004.

[Signature of Daniel G. Sakas]
Daniel G. Sakas

[Signature of Lora Lee Sakas]
Lora Lee Sakas

State of Ohio
County of Franklin, ss.

Before me, a **Notary Public** in and for said County and State, personally appeared the above named Daniel G. Sakas, married, and Lora Lee Sakas, his wife, 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 Canal Winchester, Ohio this 29th day of January, A.D., 2004.

[Signature of Cheryl L. Wessel]
Notary Public - State of Ohio

This instrument prepared by **RAY R. MICHALSKI, ATTORNEY AT LAW**
HOCKING VALLEY TITLE AGENCY, INC.
676 EAST MAIN STREET, LANCASTER OHIO 43130



CHERYL L. WESSEL
Notary Public, State of Ohio
My commission expires 3-31-05

200400003079
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
02-03-2004 At 02:47 PM.
DEED 28.00
OR Book 1327 Page 15 - 16

TRANSFERRED

FEB 03 2004

[Signature of Barbara Curtesi]
Barbara Curtesi
County Auditor, Fairfield County, Ohio

REAL ESTATE CONVEYANCE
FEE \$ 705.00
EXEMPT # _____
[Signature of Barbara Curtesi]
AUDITOR, FAIRFIELD COUNTY, OHIO

200400003079
HOCKING VALLEY TITLE
PICK-UP

Know all Men by these Presents

That Daniel G. Sakas, married, and Lora L. Sakas, his wife, of Franklin County, State of Ohio, for valuable consideration paid, grants with general warranty covenants, to Sakas Corner, LTD., whose tax mailing address is 1370 Cambridge Blvd, Columbus, Ohio 43212 the following real property:

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 30.

Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in volume 498, page 873, and being more fully described as follows:

Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (state Route 37), and the northeast corner of Section 30., said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;

thence South 00°10'46" East a distance of 632.00 feet to a point on the east line of Section 30;

thence South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;

thence North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the north line of section 30;

thence North 89°44'00" East a distance of 690.00 feet to the point of beginning, containing 10.011 acres.

Bearings are based on the north line of the northeast quarter of section 30 being North 89°44'00" East by a previous survey of 6.94 acre tract described in deed volume 572, page 140, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. This description is based on a survey made in August 2000 by Tobin-McFarland surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Subject to all easements, rights of way, leases, conditions, restrictions, and legal highways, if any, of record.

Prior Instrument Reference: Volume 1120 , Page 599 , Official Records, Fairfield County, Ohio.

Lora L. Sakas, spouse of the grantor, releases all rights of dower therein.

Witness

Its hand this 14th day of September, 2000.

DESCRIPTION REVIEWED AND APPROVED FOR TRANSFER ONLY, FAIRFIELD COUNTY AUDITOR/REGISTER DEPT. 10/10/00 BY JKL DATE 9/12/00 62/15368

Signed and acknowledged in presence of

[Signature]

Mary J. Burnside

[Signature]

Mary J. Burnside

[Signature]
Daniel G. Sakas

[Signature]
Lora L. Sakas

00-344E

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.

R. Brooks Davis/HK

State of Ohio, }
County, }

ss. Before me, a Notary Public in and for said County and State, personally

THIS PARCEL IS NOT LOCATED IN AN IDENTIFIED FEMA FLOOD HAZARD AREA

appeared the above named

OR 1126 PAGE 0211

Daniel G. Sakas, married and Lora L. Sakas, his wife, 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 Lancaster, Ohio this 14th day of September, A.D. 2000.

[Signature]
Notary Public - State of Ohio



MARK R. RIEGEL
Attorney at Law
Notary Public, State of Ohio
LIFETIME COMMISSION

This instrument prepared by

RAY R. MICHALSKI, ATTORNEY AT LAW
DAGGER, JOHNSTON, MILLER, OGILVIE & HAMPSON
144 E MAIN ST, LANCASTER OH 43130

TRANSFERRED

OCT 4 2000

Barbara Curtiss
County Auditor, Fairfield County, Ohio

200000023250
Filed for Record in
FAIRFIELD CO, OH
GENE WOOD
On 10-04-2000 02:36 PM.
DEED 14.00
OR Book 1126 Page 210 - 211

REAL ESTATE CONVEYANCE

FEE \$ _____

EXEMPT # EX M

Barbara Curtiss
AUDITOR, FAIRFIELD COUNTY, OHIO

200000023250
DAGGER, JOHNSTON, MILLER, OGILVIE
PICK UP

[Faint, illegible text]

OR 1118 PAGE 0335 FAIRFIELD OR 1120 PAGE 0599
PROBATE COURT OF FRANKLIN COUNTY, OHIO
LAWRENCE A. BELSKIS, JUDGE

PC-E-12A REV.10/99

ESTATE OF George Sakas, DECEASED
 Case No. 58669

CERTIFICATE OF TRANSFER
NO. 3

Decedent died on June 28, 1999 owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

Name	Residence Address	Interest in Real Estate so Passing
Daniel G. Sakas	1370 Cambridge Blvd. Columbus, OH 43212	Entire

REAL ESTATE CONVEYANCE **TRANSFERRED**
 FEE \$ _____
 EXEMPT # N **JUL 13 2000**
Barbara Curtiss
 AUDITOR, FAIRFIELD COUNTY, OHIO

200000016186
 Filed for Record in
 FAIRFIELD CO, OH
 GENE WOOD
 On 07-13-2000 02:55 pm.
 CERT TRANS 14.00
 OR Book 1118 Page 335 - 336

TRANSFERRED
AUG 4 2000

[Complete if applicable] The real estate described in this certificate is subject to a charge of \$ _____ in favor of decedent's surviving spouse, _____ in respect of the unpaid balance of the specific monetary share which is part of the surviving spouse's total intestate share.

FOR RECORDER'S USE ONLY
 REAL ESTATE CONVEYANCE
 Received _____ 20 _____ At _____ o'clock _____ M
 FEE \$ _____
 Recorded _____ 20 _____
 Franklin County Recorder EXEMPT # EXC
Barbara Curtiss
 Recorder's Fee \$ _____
 AUDITOR, FAIRFIELD COUNTY, OHIO

AUTHENTICATION

I certify that this document is a true copy of the original kept by me as custodian of the official records of this Court. The original was filed 25th day of MAY 2000.

STEVEN O. WILLIAMS
 LAWRENCE A. BELSKIS, JUDGE
 Probate Judge and Ex-Officio Clerk.

By *Carol Sue Park*
 Deputy Clerk.
 (SEAL)

FRANKLIN COUNTY FORM 12A CERTIFICATE OF TRANSFER

RE-RECORDED TO CORRECT FILING ORDER

PROBATE COURT OF FRANKLIN COUNTY, OHIO

LAWRENCE A. BELSKIS, JUDGE

ESTATE OF George Sakas, DECEASED
Case No. 58669

CERTIFICATE OF TRANSFER

NO. 3

The decedent's interest in the entire interest is the entire interest

The real estate, the transfer of which is memorialized by this certificate, is described as follows [describe below, using extra sheets if necessary.]

Situated in the County of Fairfield, State of Ohio and in the Township of Walnut:

Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36 minutes East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres.

Excepting therefrom the following tract:

Being a part of the northeast quarter of Section 30, Township 16 (Walnut), Range 18, Fairfield County, Ohio; bounded and beginning at a nail in the north line of said section also being the centerline of State Route 256 which bears west 817.8 feet from the northeast corner of said quartersection; thence south 380.0 feet to an iron pipe, passing an iron pipe at 30.0 feet; thence west 300.0 feet to an iron pipe; thence north 380.0 feet to a nail in said section and centerline passing an iron pipe at 350.0 feet; thence east with said section and centerline 300.0 feet to the place of beginning; containing 2.62 acres more or less and being subject to all legal rights-of-way of record.

200000018044
Filed for Record in
FAIRFIELD CO, OH
GENE WOOD
On 08-04-2000 11:15 am.
CERT TRANS ~~14.00~~ 16.00
OR Book 1120 Page 599 - 600

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/REGISTRAR-TAX MAPS
BY *[Signature]* DATE 6/14/00

22
7513

200000018044
DRABER, JOHNSTON, MILLER, OSILVIE
PICK UP
Instrument
20000016186

Parcel No.: Part of Parcel No. 049-02634.00
Last Transfer: Deed Book 498, page 873
Tax Mailing Address: 1370 Cambridge Blvd., Columbus, Ohio 43212
Address of property: Baltimore-Somerset Road

FAIRFIELD
PROBATE COURT OF FRANKLIN COUNTY, OHIO
LAWRENCE A. BELSKIS, JUDGE

ESTATE OF George Sakas, DECEASED
Case No. 58669

CERTIFICATE OF TRANSFER
NO. 3

Decedent died on June 28, 1999 owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

Name	Residence Address	Interest in Real Estate so Passing
Daniel G. Sakas	1370 Cambridge Blvd. Columbus, OH 43212	Entire
20000016186 Filed for Record in FAIRFIELD CO, OH GENE WOOD On 07-13-2000 02:55 pm. CERT TRANS 14.00 OR Book 1118 Page 335 - 336		
REAL ESTATE CONVEYANCE	TRANSFERRED	
FEE \$	<u> </u>	
EXEMPT #	<u>N</u> JUL 13 2000	
<i>Barbara Curtiss</i> AUDITOR, FAIRFIELD COUNTY, OHIO	<i>Barbara Curtiss</i> County Auditor, Fairfield County, Ohio	

[Complete if applicable] The real estate described in this certificate is subject to a charge of \$ _____ in favor of decedent's surviving spouse, _____ in respect of the unpaid balance of the specific monetary share which is part of the surviving spouse's total intestate share.

FOR RECORDER'S USE ONLY

Received _____ 20 ____ At _____ o'clock ____ M
Recorded _____ 20 ____
Franklin County Recorder
Recorder's Fee \$ _____

AUTHENTICATION

I certify that this document is a true copy of the original kept by me as custodian of the official records of this Court. The original was filed 25th day of MAY 2000.

STEPHEN O. WILLIAMS
LAWRENCE A. BELSKIS
Probate Judge and Ex-Officio Clerk.
By *Christopher [Signature]* Deputy Clerk.
(SEAL)

PROBATE COURT OF FRANKLIN COUNTY, OHIO

~~LAWRENCE A. BELSKIS, JUDGE~~

ESTATE OF George Sakas, DECEASED
Case No. 58669

CERTIFICATE OF TRANSFER

NO. 3

The decedent's interest in the entire interest is the entire interest

The real estate, the transfer of which is memorialized by this certificate, is described as follows [describe below, using extra sheets if necessary.]

Situated in the County of Fairfield, State of Ohio and in the Township of Walnut:

Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36 minutes East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres.

Excepting therefrom the following tract:

Being a part of the northeast quarter of Section 30, Township 16 (Walnut), Range 18, Fairfield County, Ohio; bounded and beginning at a nail in the north line of said section also being the centerline of State Route 256 which bears west 817.8 feet from the northeast corner of said quartersection; thence south 380.0 feet to an iron pipe, passing an iron pipe at 30.0 feet; thence west 300.0 feet to an iron pipe; thence north 380.0 feet to a nail in said section and centerline passing an iron pipe at 350.0 feet; thence east with said section and centerline 300.0 feet to the place of beginning; containing 2.62 acres more or less and being subject to all legal rights-of-way of record.

DESCRIPTION REVIEWED AND APPROVED FOR TRANSFER ONLY, FAIRFIELD COUNTY AUDITOR/RECORDS-TAX MAPS
6/14/00

22
7513

Parcel No.: Part of Parcel No. 049-02634.00
Last Transfer: Deed Book 498, page 873
Tax Mailing Address: 1370 Cambridge Blvd., Columbus, Ohio 43212
Address of property: Baltimore-Somerset Road

Instrument
20000616185
216

Know All Men By These Presents,

That, Industrial Building Corp.

a Corporation, the Grantor,

for the consideration of One Dollar (\$1.00) and other valuable considerations received to its full satisfaction of

George Sakas,

, the Grantee,

whose TAX MAILING ADDRESS will be P. O. Box 98, Baltimore, Ohio 43105

does Give, Grant, Bargain, Sell and Convey unto the said grantee, George Sakas, his heirs and assigns, the following described premises, situated in the Township of Walnut, County of Fairfield and State of Ohio:

Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North $85\frac{1}{2}^{\circ}$ West 28 chains and 84 links to a stone in the road; thence South $4\frac{1}{2}^{\circ}$ West 27 chains and 80 links to a stone; thence South $85\frac{1}{2}^{\circ}$ East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36 minutes East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres.

Subject to a lease to Sakas, Inc.

REFERENCE: Vol. 401, Page 496, Fairfield County, Ohio Deed Records.

TRANSFERRED

JUL 31 1980

James P. Reid
County Auditor, Fairfield County, Ohio

REAL ESTATE CONVEYANCE

Fee \$ _____
Exempt # EKG (602)

James P. Reid
Auditor, Fairfield County, Ohio

25364 *Rug*

RECEIVED IN FAIRFIELD COUNTY, OHIO
at 3:50 O'CLOCK P.M.
RECORDED *HW* VOL. *498* PAGE *873*

JUL 31 1980

Ray M. Zollinger
RECORDER - FAIRFIELD COUNTY
LANCASTER, OHIO 43130

DESCRIPTION APPROVED FOR TRANSFER

PCL NO. _____ DATE: 7/31/80
FAIRFIELD CO. ENGR. LEON E. WOLFORD
BY *Henry Short*

be the same more or less, but subject to all legal highways.

To Have and to Hold *the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee , George Sakas, his heirs and assigns forever.*

And Industrial Building Corp.

the said Grantor, does for itself and its successors and assigns, covenant with the said Grantee, George Sakas, ^{his} heirs and assigns, that at and until the ensembling of these presents, it is well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE and has good right to bargain and sell the same in manner and form as above written, and that the same are free from all encumbrances whatsoever,

and that it will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, George Sakas, his heirs and assigns, against all lawful claims and demands whatsoever.

In Witness Whereof said corporation hereunto sets its hand and corporate seal, by George Sakas its President and James W. Miller its Secretary this 28th day of July, in the year of our Lord one thousand nine hundred and eighty (1980).

INDUSTRIAL BUILDING CORP.

Signed and acknowledged in presence of BY: Shyllis F. Slaten Its President and Stanley J. Pratt And By: James W. Miller Its Secretary

State of Ohio, } Before me, a notary public
Fairfield County, } ss. in and for said County and State, personally appeared

the above named Industrial Building Corp.

by George Sakas its President and James W. Miller its Secretary

who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

In Testimony Whereof, I have hereunto set my hand

STANLEY J. PRATT, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

and official seal, at Lancaster, Ohio.,

this 28th day of July, A.D. 1980

This instrument prepared by

James W. Miller, Attorney at Law.

Notary Public



Know all Men by these Presents

That

George Sakas and Alexandra Sakas, his wife,

of the Township of Pleasant County of Fairfield
and State of Ohio Grantors in consideration of the sum of
One Dollar and other good and valuable consideration
to them paid by

Industrial Building Corp., an Ohio corporation,
Route 1

of the Village of Baltimore County of Fairfield
and State of Ohio Grantee the receipt whereof is hereby
acknowledged, do hereby **grant, bargain, sell and convey** to the said Grantee

Industrial Building Corp.

its successors ~~hereby~~ 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:

Known and distinguished by being a part of the North East
Quarter of Section Thirty (30), Township No. Sixteen (16),
Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the
North East corner of the said Section No. Thirty (30); thence
North $85\frac{1}{2}^{\circ}$ West 28 chains and 84 links to a stone in the road;
thence South $4\frac{1}{2}^{\circ}$ West 27 chains and 80 links to a stone; thence
South $85\frac{1}{2}^{\circ}$ East 28 chains and 78 links to a stone in the center
of the road; thence North 4° and 36 minutes East 27 chains and
80 links to the beginning, containing 80 and eleven one-hundredth
acres.

Subject to a lease to Sakas, Inc.

Last Transfer: Deed Record Volume 375 , Page 101

To have and to hold said premises with all the privileges and appurtenances
thereunto belonging, to the said Grantee

Industrial Building Corp.

its successors

~~hereby~~ and assigns forever

And the said Grantor,

George Sakas,

for himself

and his

heirs.

does hereby covenant with the said Grantee

Industrial Building Corp.

successors

its / ~~hereby~~ and assigns, that he is lawfully seized of the premises
aforesaid; that the said premises are **Free and Clear from all Incumbrances whatsoever**

Excepting taxes now a lien on said premises which the Grantee hereby
assumes and agrees to pay;

and that he will forever **Warrant and Defend** the same, with the appurtenances, unto the said Grantee Industrial Building Corp. its successors *-heirs and assigns* against the lawful claims of all persons whomsoever

In Witness Whereof the said Grantor

George Sakas and Alexandra Sakas, his wife,
who hereby release her right of dower in the premises hereunto set their hands this 30th day of September in the year of our Lord one thousand nine hundred and seventy-one (1971)

Signed and acknowledged in presence of

Delores M. Fox
William G. Coultrap
George Sakas
Alexandra Sakas

The State of OHIO FAIRFIELD County ss

Be it Remembered That on this 30th day of September A.D. 1971 before me the subscriber a Notary Public in and for said county personally came the above named

George Sakas and Alexandra Sakas,

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

William G. Coultrap
William G. Coultrap
Notary Public - State of Ohio

REAL ESTATE CONVEYANCE
Fee \$ *43.00*
Exempt # _____

Pell M. Wolke
Auditor, Fairfield County, Ohio

This instrument prepared by William G. Coultrap, Attorney at Law

300-32057
Warranty Deed

George Sakas and
Alexandra Sakas,
his wife,

TO
Industrial Building Corp.,
an Ohio corporation
Route 1 P.O. Box 156
Baltimore, Ohio

TRANSFERRED

Vol 401 Page 497

OCT 14 1971
COUNTY AUDITOR
Pell M. Wolke
County Auditor, Fairfield County, Ohio

RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 2:53 PM
RECORDED OCT 14 1971
RECORD. and VOL. 401 PAGE 497

OCT 14 1971

Ray M. Bellinger
RECORDER - FAIRFIELD COUNTY
LANCASTER, OHIO 43130

WILLIAM G. COULTRAP
ATTORNEY AT LAW
SUITE 205 FAIRFIELD FEDERAL BUILDING
109 EAST MAIN STREET
LANCASTER, OHIO 43130

13-16-30

**TRANSFER
NOT NECESSARY**

OCT 24 2016

Jim A. Slattery, Jr.

County Auditor, Fairfield County, Ohio

201600019120
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
10-24-2016 At 02:12 pm.
EASEMENT 84.00
OR Book 1722 Page 2770 - 2778

18-16-19

ODOT RE 208
Rev. 09/2012

ED
State

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Wagner Rentals, LLC, the Grantor(s) herein, in consideration of the sum of \$3,000.00, to be paid by the State of Ohio, Department of Transportation, do hereby grant, bargain, sell, convey and release to the State of Ohio for the use and benefit of the Department of Transportation, the Grantee herein, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 1-SH1, SH2

DO5-FY2017 Signal Upgrade (S.R. 37 & S.R. 256)

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Fairfield County Current Tax Parcel No. 049-02533-10, 049-02634-20

Prior Instrument Reference: OR 1434, Page 2874; OR 1434, Page 2868; Fairfield County Recorder's Office.

And the said Grantor(s), for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner(s) of said premises, and 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 the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Sections 5501.31 and 5519.01 of the Revised Code.

Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor(s) provides timely notice of a desire to repurchase; provided however that such right of repurchase is subject to the authority of the Director of Transportation to convey unneeded property pursuant to Section 5501.34 (F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. The within right of repurchase shall be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF Wagner Rentals, LLC, has caused its name to be subscribed by E. DARLENE WAGNER, its duly authorized agent on the 20th day of SEPTEMBER, 2016.

WAGNER RENTALS, LLC

By: E. Darlene Wagner

STATE OF OHIO, COUNTY OF Fairfield ss:

BE IT REMEMBERED, that on the 20th day of September, 2016, before me the subscriber, a Notary Public in and for said state and county, personally came the above named E. Darlene Wagner, who acknowledged being the Member and duly authorized agent of Wagner Rentals, LLC, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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



Kathryn A. Badgley, Notary Public
In and For The State of Ohio
My Commission Expires
August 13, 2019

Kathryn A. Badgley

NOTARY PUBLIC

My Commission expires: August 13, 2019

This document was prepared by or for the State of Ohio, Department of Transportation, on forms approved by the Attorney General of Ohio.

IN WITNESS WHEREOF Wagner Rentals, LLC, has caused its name to be subscribed by Paul M. Wagner, its duly authorized agent on the 20th day of September, 2016.

WAGNER RENTALS, LLC

By: [Signature]

STATE OF OHIO, COUNTY OF Fairfield ss:

BE IT REMEMBERED, that on the 20th day of September, 2016, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Paul M. Wagner, who acknowledged being the Member and duly authorized agent of Wagner Rentals, LLC, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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



[Signature: Kathleen A. Badgley]

NOTARY PUBLIC

My Commission expires: August 13, 2019

This document was prepared by or for the State of Ohio, Department of Transportation, on forms approved by the Attorney General of Ohio.

EXHIBIT A

Page 1 of 3

RX 270 SH

Rev. 06/09

Ver. Date 11/12/15

PID 95383

**PARCEL 1-SH1
D05-FY2017 SIGNAL UPGRADE (S.R. 37 & S.R 256)
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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

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

[Surveyor's description of the premises follows]

The lands herein described are situated in State of Ohio, Fairfield County, Ohio; Township of Walnut, Section 19, Range 18 West, Township 16 North, and being more particularly described as follows:

PARCEL NO. 1-SH1

Being a parcel of land lying on the left side of the centerline of survey of S.R 256 made by the Ohio Department of Transportation, as shown on file in plans D05-FY 2017 Signal Upgrades (S.R. 37 & S.R. 256) at the District 5 office of the Ohio Department of Transportation, Jacksontown, OH and being located within the following described points in the boundary thereof:

Beginning at a point on the existing Right of Way line, said point being located 30.00 feet left of centerline station 25+94.22 of the centerline of survey and construction, S.R. 256, also being 30.00 feet left of centerline station 16+57.36 of the centerline of survey & construction, S.R. 37, said point being the **TRUE POINT OF BEGINNING**.

Thence, along the existing Right of Way line of S.R. 256, **North 86 degrees 56 minutes 52 seconds West** a distance of **28.22 feet** to a set iron pin on the proposed Right of Way line, said pin being located 30.00 feet left of centerline station 25+66 of the centerline of survey & construction, S.R. 256;

EXHIBIT A

Page 2 of 3

RX 270 SH

Rev. 06/09

Thence, along said proposed Right of Way line, **North 03 degrees 03 minutes 08 seconds East** a distance of **12.00 feet** to a set iron pin, said pin being located 42.00 feet left of centerline station 25+66 of the centerline of survey & construction, S.R. 256;

Thence, continuing along said proposed Right of Way line, **South 86 degrees 56 minutes 52 seconds East** a distance of **11.00 feet** to a set iron pin, said pin being located 42.00 feet left of centerline station 25+77 of the centerline of survey & construction, S.R. 256;

Thence, continuing along said proposed Right of Way line, **North 03 degrees 03 minutes 08 seconds East** a distance of **8.00 feet** to a set iron pin, said pin being located 50.00 feet left of centerline station 25+77 of the centerline of survey & construction, S.R. 256;

Thence, continuing along said proposed Right of Way line, **South 86 degrees 56 minutes 52 seconds East** a distance of **17.40 feet** to a set iron pin on the existing Right of Way line of S.R. 37, said pin being located 50.00 feet left of centerline station 25+94.40 of the centerline of survey & construction, S.R. 256 also being located 30.00 feet left of centerline station 16+77.36 of the centerline of survey & construction, S.R. 37;

Thence, along said existing Right of Way line, **South 03 degrees 34 minutes 46 seconds West** a distance of **20.00 feet** to the **POINT OF BEGINNING**.

It is understood that the above described area contains 0.011 acres more or less, including the present road which occupies 0.000 acres, more or less, which is to be deducted from the value of Auditor's Parcel Number 049-02533-10.

All set iron pins are 3/4" x 30" rebars with aluminum caps inscribed "O.D.O.T. R/W District 5". All bearings shown are for project use only and are from the Ohio State Plane Coordinate System, Grid Coordinates, South Zone, N.A.D. 1983 (Conus) Geoid 12A (Ohio) as established by GPS measurements in 2013.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Ohio Department of Transportation, Columbus Ohio.

Description prepared from an actual field survey by The Ohio Department of Transportation under the supervision of Charles W. Price, Jr. P.S. 7825.

EXHIBIT A

RX 270 SH

Prior Instrument Reference as of the date of this survey was prepared: Official Record 1434
page 2874 of Fairfield County, Ohio.



Charles W. Price, Jr. P.S. 7825

11/12/15
Date



EXHIBIT A

Page 1 of 2

RX 270 SH

Rev. 06/09

Ver. Date 11/22/15

PID 95383

**PARCEL 1-SH2
D05-FY2017 SIGNAL UPGRADE (S.R. 37 & S.R 256)
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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

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

[Surveyor's description of the premises follows]

The lands herein described are situated in State of Ohio, Fairfield County, Ohio; Township of Walnut, Section 30, Range 18 West, Township 16 North, and being more particularly described as follows:

PARCEL NO. 1-SH2

Being a parcel of land lying on the right side of the centerline of survey of S.R 256 made by the Ohio Department of Transportation, as shown on file in plans D05-FY 2017 Signal Upgrades (S.R. 37 & S.R. 256) at the District 5 office of the Ohio Department of Transportation, Jacksontown, OH and being located within the following described points in the boundary thereof:

Beginning at a point on the existing Right of Way line, said point being located 30.00 feet right of centerline station 25+93.85 of the centerline of survey and construction, S.R. 256, also being 30.00 feet left of centerline station 15+97.55 of the centerline of survey & construction, S.R. 37, said point being the **TRUE POINT OF BEGINNING.**

Thence, along the existing Right of Way line of S.R. 37, **South 03 degrees 13 minutes 25 seconds West** a distance of **25.00 feet** to a set iron pin on the proposed Right of Way line, said pin being located 55.00 feet right of centerline station 25+93.78 of the centerline of survey & construction, S.R. 256 also being located 30.00 feet left of centerline station 15+72.55 of the centerline of survey & construction, S.R. 37;

EXHIBIT A

Page 2 of 2

RX 270 SH

Rev. 06/09

Thence, along said proposed Right of Way line, **North 86 degrees 56 minutes 52 seconds West** a distance of **18.78 feet** to a set iron pin, said pin being located 55.00 feet right of centerline station 25+75 of the centerline of survey & construction, S.R. 256;

Thence, continuing along said proposed Right of Way line, **North 03 degrees 03 minutes 08 seconds East** a distance of **25.00 feet** to a set iron pin on the existing Right of Way line of S.R. 256, said pin being located 30.00 feet right of centerline station 25+75 of the centerline of survey & construction, S.R. 256;

Thence, along said existing Right of Way line, **South 86 degrees 56 minutes 52 seconds East** a distance of **18.85 feet** to the **POINT OF BEGINNING**.

It is understood that the above described area contains 0.011 acres more or less, including the present road which occupies 0.000 acres, more or less, which is to be deducted from the value of Auditor's Parcel Number 049-02634-20.

All set iron pins are 3/4" x 30" rebars with aluminum caps inscribed "O.D.O.T. R/W District 5". All bearings shown are for project use only and are from the Ohio State Plane Coordinate System, Grid Coordinates, South Zone, N.A.D. 1983 (Conus) Geoid 12A (Ohio) as established by GPS measurements in 2013.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Ohio Department of Transportation, Columbus Ohio.

Description prepared from an actual field survey by The Ohio Department of Transportation under the supervision of Charles W. Price, Jr. P.S. 7825.

Prior Instrument Reference as of the date of this survey was prepared: Official Record 1434 page 2868 of Fairfield County, Ohio.


Charles W. Price, Jr. P.S. 7825
11/12/15
Date



**TRANSFER
NOT NECESSARY**

201300007174
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
04-03-2013 At 12:18 PM.
EASEMENT 52.00
OR Book 1628 Page 3143 - 3147

APR 03 2013


County Auditor, Fairfield County, Ohio

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that PAUL M. WAGNER and E. DARLENE WAGNER, dba WAGNER RENTALS LLC, an Ohio Limited Liability Company, the "Grantor" herein, for and in consideration of valuable consideration paid by the VILLAGE OF BALTIMORE, OHIO, an Ohio municipal corporation, the "Grantee" herein, hereby grants to Grantee, its successors and assigns forever, a permanent easement as hereafter described in, through and under the following described real estate for the purposes of and under the conditions hereinafter set forth across the following described real property:

See EXHIBIT 1 for the complete legal description of said permanent easement area, which exhibit is attached hereto and incorporated herein.

Permanent Easement: A permanent easement is hereby granted for the purpose of constructing, operating and maintaining a water line and a sanitary sewer line and all appurtenances thereto for the Grantee's State Route 256 Sanitary Sewer Extension Project (the "Project"), to be constructed in the easement described in the attachment hereto, said attachment designated as EXHIBIT 1.

The Grantor shall fully use and enjoy the said property except for the purposes herein granted to the Grantee, provided that the Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over the permanent easement or ingress/egress areas that would interfere with the construction, maintenance, operation, replacement or repair of said water line or sanitary sewer line or appurtenances, or the ingress/egress to said areas, and the Grantor shall not change the grade over such permanent or ingress/egress areas, except with the written approval of the Grantee, which approval shall not be unreasonably withheld.

The Grantee shall have the right hereunder, at all times, to enter upon the easement to do all things necessary for the purpose of accessing, constructing, operating, maintaining, inspecting, repairing, renewing, removing or replacing said water line or sanitary sewer line and all appurtenances thereto, in, over, across or under said easement.

The Grantee shall, insofar as practicable after the construction of the above described water and sanitary sewer line and all appurtenances, restore all property herein described and

*Permanent Water & Sanitary Sewer Easement Between Wagner Rentals LLC and
the Village of Baltimore, Ohio - Page 2*

belonging to the Grantor or its successors and assigns, except buildings, trees or other structures within the easement area, to its original condition.

THE GRANTEE SHALL HAVE AND HOLD the above described permanent easement with all rights, privileges and appurtenances as described herein and belonging to the Grantee, its successors and assigns forever, for the uses and purposes permitted herein.

The covenants herein shall run with the land.

The Grantor further covenants with the Grantee, its successors and assigns that it is well seized of the said premises as stated, in fee simple, and that it will warrant and defend the title of said premises against all claims except any taxes, assessments due and to become due, and easements and restrictions contained in all former instruments of record.

Acceptance of this easement by the Grantee acknowledges acceptance of the terms, conditions and covenants contained herein.

IN WITNESS WHEREOF, the said Grantor has set its hand hereto.

WAGNER RENTALS LLC by:



PAUL M. WAGNER

Paul M. Wagner

(Printed name & title)



E. DARLENE WAGNER

E. DARLENE WAGNER MEMBER

(Printed name & title)

*Permanent Water & Sanitary Sewer Easement Between Wagner Rentals LLC and
the Village of Baltimore, Ohio - Page 3*

STATE OF OHIO }
 } ss:
COUNTY OF FAIRFIELD }

BE IT REMEMBERED, that on this 22nd day of JANUARY,
2013, before me the subscriber, a Notary Public in and for said county and state, personally came
the above-named WAGNER RENTALS LLC, the Grantor in the foregoing easement, and
acknowledged the signing of the same to be its 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 the day and the year aforesaid last.



JAMES L. KELLER
Notary Public
In and for the State of Ohio
My Commission Expires
Lifetime Commission

[Handwritten Signature]

Notary Public, State of Ohio

Prior instrument reference: O.R. 1434, Page 2871, Deed Records of Fairfield County, Ohio.

This instrument prepared by:
Jeffrey Feyko, Esq.
Baltimore Village Solicitor
115 North Center Street
Pickerington, Ohio 43147
Phone: 614-837-1870
Fax: 614-837-2235
Email: feykolaw@aol.com



TOBIN-McFARLAND SURVEYING, INC.

Professional Land Surveyors

111 West Wheeling Street
Lancaster, Ohio 43130
Phone (740) 687-1710
Fax. (740) 687-0877

Description of a 20 Foot Utility Easement

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, northeast quarter of Section 30.

Being over part of the 10.011 acre tract described in a deed to Wagner Rentals LLC as recorded in Official Record 1434, Page 2868 and part of the 80.11 acre tract described in a deed to Wagner Rentals LLC as recorded in Official Record 1434, Page 2871 and being more fully described as follows:

Beginning for reference at the northeast corner of Section 30 and the intersection of the centerlines of Baltimore-Somerset Road (SR256) and Lancaster-Newark Road (SR37);

thence South 89 degrees 44'00" West a distance of 690.00 feet to the northwest corner of said 10.011 acre tract;

thence South 00 degrees 10'46" East a distance of 30.00 feet to a 5/8 inch rebar previously set on the west line of said 10.011 acre tract and the TRUE POINT OF BEGINNING;

thence with the south right of way line of Baltimore-Somerset Road, North 89 degrees 44'00" East a distance of 660.00 feet to a point on the west right of way line of Lancaster-Newark Road;

thence with the west right of way line of Lancaster-Newark Road, South 00 degrees 10'46" East a distance of 1804.76 feet to a 3/4 inch iron pipe found on the south line of said 80.11 acre tract;

thence with the south line of said 80.11 acre tract South 89 degrees 43'50" West a distance of 20.00 feet to a point;

thence North 00 degrees 10'46" West a distance of 1784.76 feet to a point;

thence South 89 degrees 44'00" West a distance of 640.00 feet to a point on the west line of said 10.011 acre tract;

thence North 00 degrees 10'46" West a distance of 20.00 feet to the TRUE POINT OF BEGINNING, containing 1.122 acres.

Bearings are based on the 10.011 acre tract described in Official Record 1434, Page 2868 and are used to determine angles only. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

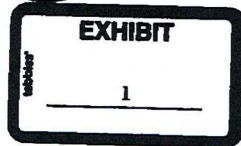
This description is based on a survey made in December of 2012 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

USB R1 wagner joint drive



Rodney McFarland 3/29/13

Rodney McFarland, P.S. Date
Dec. 11, 2012 Originals are signed in blue ink



AGREEMENT FOR EXTERRITORIAL WATER AND/OR SEWER SERVICES
AND
CONSENT TO ANNEXATION

The Village of Baltimore, Ohio agrees to furnish surplus amounts of the following utility services:

Water (check as appropriate)

**TRANSFER
NOT NECESSARY**

Sewer (check as appropriate)

APR 03 2013

to the Owner(s) of the property described below:

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

Name(s): WAGNER RENTALS LLC

Address: 950 Baltimore-Somerset Rd. NE, 835 Baltimore-Somerset Rd. NE, and
0 Baltimore-Somerset Rd. NE, Baltimore, Ohio 43105

Fairfield County Parcel Nos.: 0490253310, 0490263400 and 0490263420

Deed References: OR Book 1434, Page 2874, OR Book 1434, Page 2871 and OR Book
1434 Page 2868, Deed Records of Fairfield County, Ohio

according to the following terms, conditions, and covenants:

201300007176
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
04-03-2013 At 12:18 P.M.
AGREE MISC 48.00
OR Book 1628 Page 3154 -- 3156

- 1) The term of this agreement is indeterminate.
- 2) This agreement is for surplus utility services only.
- 3) Once the property served by this Agreement becomes contiguous to the corporate limits of the Village of Baltimore, the Owner(s) of the property agrees to annex the property into the Village of Baltimore and cooperate with all efforts to do so.
- 4) The parties agree that the covenants in this Agreement shall run with the land and burden the real property served by the utility services covered by this Agreement, and that the Village has a right to record the Agreement and enforce it against current and future title holders.
- 5) If the property served by this Agreement becomes contiguous to the corporate limits of the Village of Baltimore, and the Owner of the property fails to cooperate with all efforts to annex the property into the Village of Baltimore, then the Village may terminate this contract and all associated services with thirty (30) days notice. In such a case the Owner shall indemnify the Village for all of the Village's legal and consulting fees incurred in connection with the Owner's lack of cooperation.

- 6) All charges to be paid by the Owner for utility services as set forth herein, including but not limited to tap fees and user fees, and all other terms of such service not identified herein, shall be the same as set forth in legislation passed by the Council for the Village of Baltimore, as such legislation exists now or is adopted in the future.
- 7) No party shall connect to the waterline adjacent to the premises of the Owner without the Owner's prior written consent. The Village shall be required to forward any parties seeking to connect to said waterline adjacent to the premises of the Owner to the Owner for its consent. Any tap fees for said waterline shall be payable to and assessed solely by the Owner.

AGREED

Owner(s)

Designee of the Village of Baltimore

WAGNER RENTALS LLC

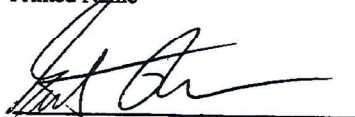
Printed Name

Scott A. Brown, Village Administrator

Printed Name

member

 Signature and Title


 Signature

12-31-12
 Date

1-3-13
 Date

STATE OF OHIO }
 COUNTY OF FAIRFIELD }

On the 31st day of December, 2012, before me the undersigned Notary Public, personally appeared Paul M Wagner on behalf of WAGNER RENTALS LLC, Owner, and acknowledged the signing of this document to be his voluntary act and deed.



Peggy K. Lawlis, Notary Public
 in and For The State of Ohio
 My Commission Expires
 April 04, 2016

Peggy K. Lawlis
 Notary Public

STATE OF OHIO }
COUNTY OF FAIRFIELD }

On the 1-3-2013 day of ~~December, 2012~~, before me the undersigned Notary Public, personally appeared Scott A. Brown, Village Administrator of the Village of Baltimore, Ohio, and acknowledged the signing of this document to be his voluntary act and deed.


Notary Public

Document Prepared By:

Jeffrey Feyko, Esquire
Village Solicitor for Village of Baltimore
115 N. Center Street
Pickerington, Ohio 43147
Tel.: (614) 837-1870
Fax: (614) 837-2235



MELISSA JO DOLES
Notary Public, State of Ohio
My Commission Expires
04-03-2015

EASEMENT

THIS EASEMENT AND RIGHT OF WAY granted this 24TH day of SEPTEMBER, 19 87, by and between Ruth Ann Taylor & James A. Taylor, her husband, Donald L. Kull & Marilyn Jane Kull, his wife, Electa Darlene Wagner & Paul Michael Wagner, her husband;

hereinafter whether singular or plural, called the "Grantors" and COLUMBIA GAS OF OHIO INC., an Ohio corporation, having an office and place of business at 200 Civic Center Drive, P.O. Box 117, Columbus, Ohio 43216-0117, (hereinafter called the "Company").

WITNESSETH:

That for and in consideration of the sum of Three Hundred and no Dollars (\$ 300.00), the receipt of which is hereby acknowledged, and in further consideration of the promise of the Company to pay the Grantors, the sum of Three Thousand and no Dollars (\$ 3,000.00), before entry is made to construct the same, the Grantors hereby grant and convey to the Company, its successors and assigns, an exclusive easement and right of way to construct, operate, maintain, replace and finally remove in and upon the hereinafter described parcel of land, all such pipelines, regulating, measuring, heating and other equipment of similar nature that Company may use in connection with transporting and distributing gas and/or any other similar substance or substances that can be transported through pipelines, ~~together with a suitable building to house the aforesaid facilities~~ on lands situate in Walnut Township, Fairfield County, Ohio, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

The Company shall indemnify and hold harmless the Grantors and all of their heirs, successors or assigns from and against all claims, damages, losses, suits and actions; including attorney's fees, arising or resulting from the installation, construction, operation, maintenance, repair, replacement or removal of said regulator facilities and pipelines on, over, under and across said premises, unless caused by the negligence of Grantors, their heirs, successors or assigns.

TO HAVE AND TO HOLD all and singular, the Easements and Rights of Way herein granted unto Company, its successors and assigns so long as the Company or its successors or assigns, shall use the said facilities and equipment for any or all of the purposes hereinbefore set forth.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantors and the Company and their respective representatives, heirs, successors and assigns.

TRANSFER
NOT NECESSARY

OCT 26 1987

21873

James A. Taylor
REC. FAIRFIELD CO. OH.

IN WITNESS WHEREOF, the Grantors, have hereunto set their hands the day and year first above written.

Signed, sealed and delivered in the presence of:

<u>Robert W. Kirby</u>	<u>Ruth Ann Taylor</u> Ruth Ann Taylor
<u>Stephen A. Taylor</u>	<u>James A. Taylor</u> James A. Taylor
	<u>Donald L. Kull</u> Donald L. Kull
	<u>Marilyn Jane Kull</u> Marilyn Jane Kull
	<u>Electa Darlene Wagner</u> Electa Darlene Wagner
	<u>Paul Michael Wagner</u> Paul Michael Wagner

STATE OF OHIO)
COUNTY OF FAIRFIELD) SS:

Personally appeared before me, a Notary Public in and for said County of Fairfield, Ruth Ann Taylor & James A. Taylor, her husband; Donald L. Kull & Marilyn Jane Kull, his wife; Electa Darlene Wagner & Paul Michael Wagner, her husband, who acknowledged the signing of the foregoing instrument to be their voluntary 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 24TH day of SEPTEMBER, 19 87.

My Commission Expires:

May 28, 1990

Robert W. Kirby
Notary Public

ROBERT W. KIRBY
NOTARY PUBLIC FOR THE STATE OF OHIO
FRANKLIN COUNTY
MY COMMISSION EXPIRES 05-28-90

1600 RECEIVED in Fairfield County, Ohio at 5:06 O'CLOCK A M RECORDED OCT 27 19 87 RECORDS 12:01 VOL 555 PAGE 678 26782

OCT 26 1987
Gene Wood
Recorder in Fairfield County, Ohio

THIS INSTRUMENT PREPARED BY:
COLUMBIA GAS OF OHIO, INC.

EXHIBIT "A"

REAL ESTATE DESCRIPTION

FROM: Ruth Ann Taylor
Marilyn Jane Kull
Electa Darlene Soliday

TO: Columbia Gas of Ohio, Inc.

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:

Being a 15' x 20' permanent easement and a 15' wide gas pipeline easement in a 88 acre tract conveyed to the Grantors in Deed Book 529, Page 635, Recorder's Records, Fairfield County, Ohio, situated in the southeast Quarter Section 19, T.16N., R.18W. and being more particularly described as follows:

PERMANENT EASEMENT

Beginning, for reference, at an iron pin found marking the intersection of the centerlines of State Route 256 and State Route 37, the same being the southeast corner of said 88 acre tract and Section 19;

thence South $89^{\circ}41'$ West 487.61 feet, in the centerline of State Route 256, to a point;

thence North $1^{\circ}11'$ East 30.01 feet to an iron pin set in the north right-of-way line of State Route 256 marking the principal place of beginning and the southeast corner of the herein described permanent easement;

thence South $89^{\circ}41'$ West 15.00 feet, in the north right-of-way line of State Route 256, to an iron pin set;

thence North $1^{\circ}11'$ East 20.00 feet to an iron pin set;

thence North $89^{\circ}41'$ East 15.00 feet, parallel with the north right-of-way line of State Route 256, to an iron pin set;

thence South $1^{\circ}11'$ West 20.00 feet, along an existing utility pole line, to the principal place of beginning, containing 300 square feet more or less.

GAS PIPELINE EASEMENT - 15' WIDE

Beginning in the north line of the above described Permanent Easement, South $89^{\circ}41'$ West 7.50 feet from the northeast corner thereof;

thence North $1^{\circ}11'$ East 631.98 feet, in the centerline of this 15.00 feet wide gas pipeline easement and along the west side of an existing utility pole line, to a point;

thence South $90^{\circ}00'$ East 451.02 feet to the terminus point of the herein described centerline of the 15.00 feet wide gas pipeline easement, said terminus point being in the west right-of-way line of State Route 37 (60 feet wide),

REAL ESTATE DESCRIPTION

PAGE 2.

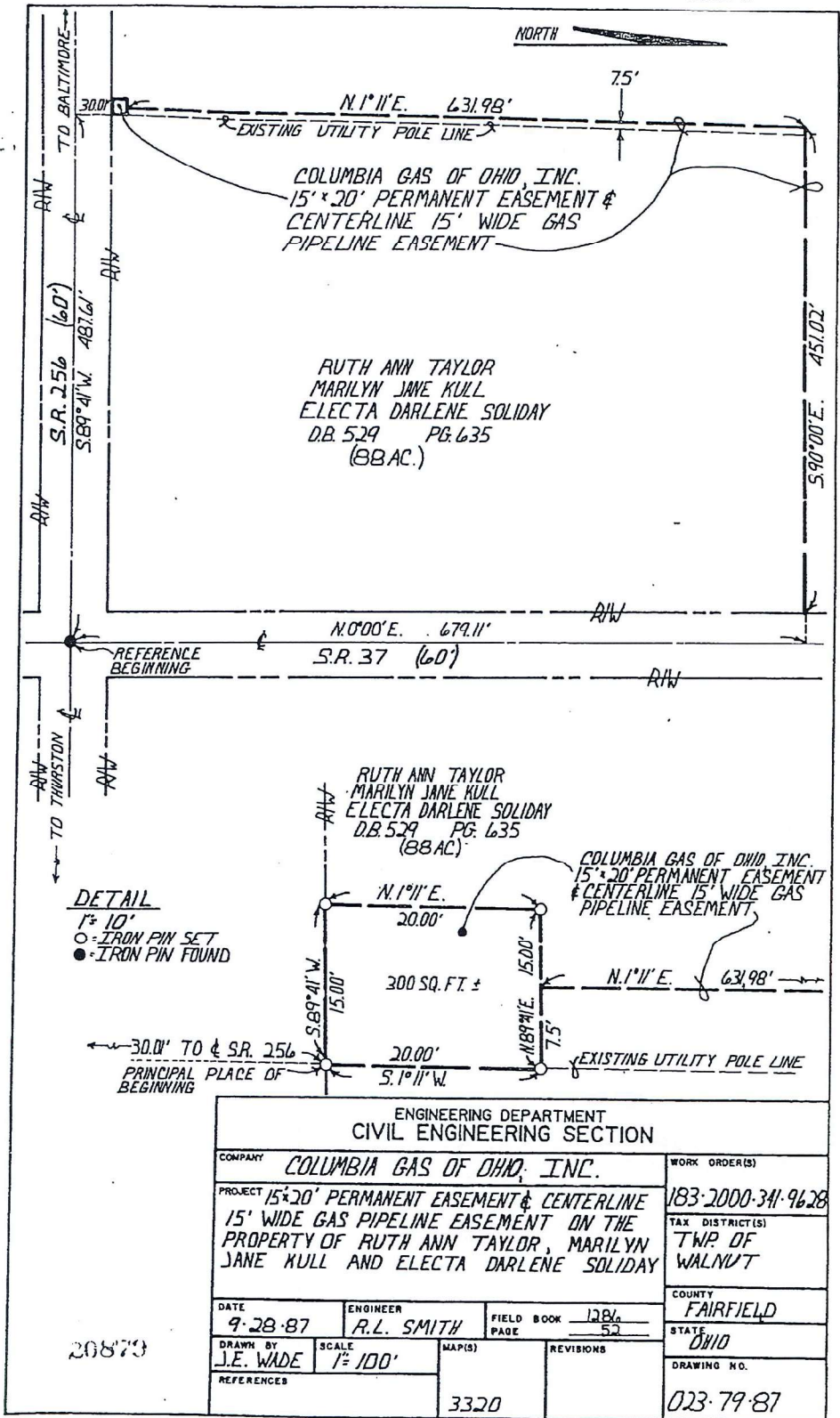
FROM: Ruth Ann Taylor
Marilyn Jane Kull
Electa Darlene Soliday

TO: Columbia Gas of Ohio, Inc.

The above described permanent easement and gas pipeline easement being as shown on Drawing No. 023-79-87 attached hereto and made a part hereof. Bearings are based on an assumed direction of North 0°00' East for the centerline of State Route 37. Iron pins set are 5/8" re-bars with I.D. caps marked "Columbia Gas."

This description is based on an actual survey of the premises in September 1987 by Roger L. Smith, Registered Surveyor No. 5207.

20872



ENGINEERING DEPARTMENT CIVIL ENGINEERING SECTION			
COMPANY <i>COLUMBIA GAS OF OHIO, INC.</i>		WORK ORDER(S)	
PROJECT 15' x 20' PERMANENT EASEMENT & CENTERLINE 15' WIDE GAS PIPELINE EASEMENT ON THE PROPERTY OF RUTH ANN TAYLOR, MARILYN JANE KULL AND ELECTA DARLENE SOLIDAY		183-2000-341-9628	
DATE 9-28-87		ENGINEER R.L. SMITH	TAX DISTRICT(S) TWP OF WALNUT
DRAWN BY J.E. WADE		FIELD BOOK 1286	COUNTY FAIRFIELD
SCALE 1" = 100'		PAGE 52	STATE OHIO
REFERENCES		MAP(S)	DRAWING NO. 023-79-87
		3320	

AGREEMENT FOR CONDITIONAL LIMITED TIME GAS SERVICE

COH-1342-1542

1480

THIS AGREEMENT, made this 12th day of Feb., 19 80, by and between E. E. Soliday, APPLICANT NAME

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

ADDRESS: 99 North Front St., Columbus, Ohio 43216. DISTRICT OFFICE NAME: 1300 Central. AREA OFFICE NAME: Baltimore. NUMBER: 1342

COMMUNITY NAME: Baltimore Fairfield (NUMBER: 62) 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

SECTION/TRACT: 19 TOWNSHIP/DISTRICT/MUNICIPALITY: Walnut COUNTY: Fairfield STATE: Ohio LOT: QUARTER:

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 (DATE 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 _____ 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 3 below.

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

- 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.
- Applicant understands and agrees that Applicant must make a payment to Distribution Company under the provisions of Section 9 hereof, in the amount of \$ _____, as a contribution in aid of the cost of _____ () high pressure regulator(s), before work will be commenced to install the facilities necessary for service hereunder.
- 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.
- 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.
- 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.
- 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.
- 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	Where gas is not readily available from another supplier
5 years or less	Alternate fuel costs (up to 200 million B.T.U. per year) for 3.0 years
5 to 15 years	Alternate fuel costs (up to 200 million B.T.U. per year) for 2.0 years
More than 15 years	Alternate fuel costs (up to 200 million B.T.U.) for 1.0 year

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 its 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 12th day of Feb., 19 80. Signed and acknowledged in the presence of:

WITNESS: Edward H. Brown, M. J. ... Whit Wate, Mandy Haddleton, Donna Lee, Thomas M. ...

APPLICANT: E.E. Soliday, COLUMBIA GAS OF OHIO, INC. By: DeBrown, DISTRICT OFFICE MANAGER, COLUMBIA GAS TRANSMISSION CORPORATION By: Paul C. Stump, MANAGER OF Land Rights



STATE OF OHIO) COUNTY OF Fairfield) SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named E. E. Soliday, 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 12th day of Feb., 19 80.

Fifty L. Stone, NOTARY PUBLIC, My Commission Expires 1-1-81

STATE OF OHIO) COUNTY OF) SS:

Before me, a Notary Public in and for said County and State, personally appeared D. E. Brown, 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 day of March, 19 80.

Edward R. Craven, NOTARY PUBLIC, MY COMMISSION EXPIRES MARCH 11, 1981

STATE OF WEST VIRGINIA) COUNTY OF KANAWHA) SS:

Before me, a Notary Public in and for said County and State, personally appeared Paul C. Stump, 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 6th day of April, 19 81.

Donna Lee, NOTARY PUBLIC, Commission expires Sept. 25, 1985

THIS INSTRUMENT PREPARED BY: Edward H. Brown FOR: COLUMBIA GAS OF OHIO, INC.

31537

FORM C 2200-24 CSD

AGREEMENT AND EASEMENT

BOOK	UNIT	BOOK	ACCOUNT
313	30	15	05
PERMANENT SERVICE TO			
300271089			

FROM
E. E. Soliday

P. O. Address 8151 Len-Newark Rd.
Baltimore, O 43105

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

Date Feb. 12, 1980

LOCATION
Municipality
Walnut Twp.
Township District,
Fairfield County

State of Ohio

Recorded in FAIRFIELD COUNTY, OHIO 19

at 11 o'clock
Receives for April 13, 1980

RECORDED VOL. 503 PAGE 426

In Book Page

APR 10 1981

Title
RECORDER - FAIRFIELD COUNTY
LANCASTER, OHIO 43130

Return to
Columbia Gas of Ohio, Inc.
Attn: District Office Manager

Columbia Gas Transmission Corp.
15-16-19

TRANSFER
NOT NECESSARY

APR 10 1981

James P. Bied
Notary Public, Ohio



Columbia Gas Transmission Corp.

25325

TRANSFER NOT NECESSARY

1975

RIGHT-OF-WAY EASEMENT

JUN 6 1975

KNOW ALL MEN BY THESE PRESENTS:

James P. ...

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Emerald E. Soliday ~~and UNMARRIED~~ hereinafter referred to as GRANTOR, by the Village of Thurston, Ohio, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a waterline over, across, and through the land of the GRANTOR situated in Fairfield County, State of Ohio, said land being as follows:

Situated in Walnut Township, being part of Range 18, Township 16, Section 19, Congress Lands and described in a deed recorded in Deed Book 376, page 603, Recorder's Office, Fairfield County, Ohio, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be 10 feet in width, the center line of which is described as follows: Beginning at a point on the west line of the above described tract, said point being 40 feet north of the centerline of State Route 256, thence, running easterly and parallel to the said centerline of said State Route 256 to a point 55 feet west of the centerline of State Route 37, thence, southeasterly to the intersection of the centerlines of said State Route 256 and said State Route 37, and also an easement to serve adjoining or adjacent property to the south of the above described easement.

The following condition shall be met by the GRANTEE: All field tile encountered during construction of the water line shall be protected by placing a preformed concrete support under each tile that the water line passes under for the width of the trench and 18" on each side of the trench.

The tile shall be secured to the support by straps.

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, and maintenance 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.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 7th day of June, 1975.

Signed and acknowledged in the presence of:

Emmett M. ...
Clara ...

E.E. Soliday

Condition regarding field tile accepted by the GRANTEE in the presence of the foregoing witnesses:

Robert M. ...
Mayor, The Village of Thurston

67938

County of Fairfield, Ohio

RECEIVED IN FAIRFIELD COUNTY, OHIO
JUN 10 1975
RECORDED BY ...

It is remembered that on the 7th day of June, 1975, the GRANTOR, Emerald E. Soliday, personally came before me, the undersigned, a Notary Public in and for said county, and acknowledged the signing thereof to be his voluntary act and deed.

JUN 06 1975

Witness my hand and seal of office this 6th day of June, 1975.
John ...
Notary Public

This instrument was prepared by JACKSON & REBBER, Baltimore, Ohio

DV 220 78 713

5/1/49
WFP
D&H

File No. 8862 Fee \$ 55

DEED OF EASEMENT Mr. Paul A. Balthaser Eas. No. 20-A R/W Map No. 853
Form No. 6-D 1203 N. Columbus St.
4083/911 Lancaster, O. W. O. No. 600/1019-30/3-1

RECEIVED OF THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00) in consideration of which Paul A. Balthaser, & Ann S. Balthaser, his wife

hereby grant and convey unto said THE OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of Boone, County of Fairfield, and State of Ohio and being a part of Section No. 4 Township No. 14N Range No. 18W and bounded:

On the North by the lands of Nannie Sharpnack
On the East by lands of N. Good
On the South by lands of P. Kauffman
On the West by lands of P. Kauffman

with the right of ingress and egress to and from and over said premises.

Together with the right to cut or trim any trees which may endanger the safety or interfere with the construction and use of said electric power line. TO HAVE AND TO HOLD the same unto said THE OHIO POWER COMPANY, its successors and assigns.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions. WITNESS the following signatures and seals, this 19th day of May, 1949.

WITNESS:
James R. Baker Paul A. Balthaser (SEAL)
JAMES R. BAKER PAUL A. BALTHASER (SEAL)
Vernon V. Smith Ann S. Balthaser (SEAL)
VERNON V. SMITH ANN S. BALTHASER (SEAL)

THE STATE OF OHIO, Fairfield COUNTY, ss.
Before me, a Notary Public in and for said County, personally appeared the above named Paul A. Balthaser and Ann S. Balthaser who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 19th day of May, A. D. 1949.
My commission expires Sept 11 1951 (N. P. SEAL) Vernon V. Smith Notary Public
MY COMMISSION EXPIRES SEPT. 11, 1951

Before me, a _____ in and for said County, personally appeared the above named _____ who acknowledged that _____ did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____, A. D. 19____.

My commission expires _____ Notary Public

RECEIVED FOR RECORD: June 10, 1949 at 8:51 o'clock A. M.
RECORDED June 10, 1949 ATTEST: Paul J. King REC

5/1/49
WFP
D&H

File No. 8863 Fee \$ 55

DEED OF EASEMENT Mr. E. E. Soliday Eas. No. 13 R/W Map No. 616
Form No. 6-D 403/557-1
4083/967 RFD #1, Baltimore, O. W. O. No. 403/557-1

RECEIVED OF THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00) in consideration of which E. E. Soliday & Electa A. Soliday, his wife

hereby grant and convey unto said THE OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of Walmut, County of Fairfield, and State of Ohio and being a part of Section No. 19 Township No. 15N Range No. 18W and bounded:

On the North by the lands of Clint Ballmer & L. M. Parsons
On the East by lands of Clevo Miller
On the South by lands of Harley Klingner
On the West by lands of Mary Huber

with the right of ingress and egress to and from and over said premises.

Together with the right to cut or trim any trees which may endanger the safety or interfere with the construction and use of said electric power line. TO HAVE AND TO HOLD the same unto said THE OHIO POWER COMPANY, its successors and assigns.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions. WITNESS the following signatures and seals, this 2nd day of May, 1949.

WITNESS:
Vernon V. Smith X E. E. Soliday (SEAL)
VERNON V. SMITH E. E. SOLIDAY (SEAL)
James R. Baker X Electa A. Soliday (SEAL)
JAMES R. BAKER ELECTA A. SOLIDAY (SEAL)

THE STATE OF OHIO, Fairfield COUNTY, ss.
Before me, a Notary Public in and for said County, personally appeared the above named E. E. Soliday & Electa A. Soliday, his wife who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 2nd day of May, A. D. 1949.
My commission expires Sept 11 1951 (N. P. SEAL) Vernon V. Smith Notary Public
MY COMMISSION EXPIRES SEPT. 11, 1951

Before me, a _____ in and for said County, personally appeared the above named _____ who acknowledged that _____ did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____, A. D. 19____.

My commission expires _____ Notary Public

RECEIVED FOR RECORD: June 10, 1949 at 8:58 o'clock A. M.
RECORDED June 10, 1949 ATTEST: Paul J. King REC

1179
DV 234
PG 229

File No. 8776

Fee \$1.90

Electa A. Soliday
C. E. Soliday
TO
South-Central Rural
Electric Cooperative, Inc.

Form LE-189

Location Number _____

RIGHT - of - WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Electa A. Soliday for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto South-Central Rural Electric Cooperative, Inc., a corporation, whose postoffice address is Box 425, Lancaster, Ohio, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Fairfield, State of Ohio, and more particularly described as follows:

142 acres in sections 19 and 20 Walnut Township

and to place, construct, operate, repair, maintain, relocate and replace in or along S. R. 37 abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 19th day of May, 1949.

Electa A. Soliday (L.S.)
C. E. Soliday (L.S.)
(L.S.)
(L.S.)

Signed, sealed and delivered in the presence of:

Darwin Kindler
Albert Aebersold

(Acknowledgments)

STATE OF OHIO {
Fairfield COUNTY { ss.

Be it remembered, that on this 19th day of May, 1949, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Electa A. Soliday grantor in the foregoing grant, and acknowledged the execution thereof to be her voluntary act and deed.

IN TESTIMONY WHEREOF; I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public E. F. Eckert, Fairfield County, Ohio
E. F. ECKERT, NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 8, 1949

(N. P. SEAL)

RECEIVED FOR RECORD: June 2, 1949

AT: 1:21 O'clock P. M.

RECORDED: June 3, 1949

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

FILE NO. 6364

3-22 Grant of Right-of-Way

Fee \$ 654

KNOW ALL MEN BY THESE PRESENTS, That J. W. Pace

grantor... in consideration of One Dollar and other valuable consideration, to his... paid by South Central RURAL ELECTRIC COOPERATIVE, INC. grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey to said South Central RURAL ELECTRIC COOPERATIVE, INC., its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conductors, cables, poles, wires, and distributing appliances, for the purpose of distributing, transmitting and using electricity, on, over, under, and across the following real estate, to-wit: 142 A Walnut Pkwy Private Highway West side of S. H. 37 on North of S. H. 256 south East side of Farm then Run North about 750 ft then North East 100 ft to Road S. H. 37 The route to be taken by said lines across said lands shall be as follows: Along the West side of the S. H. 37 going North 1 ft on Road Wrightway and as now or hereafter located Poles to be set as near cross and line fences as possible

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing, and maintaining conductors, towers, poles, or other supports, and wires and distributing appliances, with all necessary brackets, guys, anchors, and transformers, and strapping upon such towers, poles, or other supports or supporting therefrom, or placing in such conductors, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the 31st day of December 1938.

Signed this 21st day of February 1938. Signed and acknowledged in the presence of: Preston Butler J. W. Pace Darwin Kindler Baltimore O. E. D. I.

STATE OF OHIO, Fairfield COUNTY, ss. Be it remembered, that on this 21st day of February 1938, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named J. W. Pace

grantor... in the foregoing grant, and acknowledged the execution thereof to be his voluntary act and deed. IN TESTIMONY WHEREOF: I have hereunto signed my name and affixed my official seal the day and year last mentioned above. Notary Public: Edison Kindler Fairfield County, Ohio. H. P. Seal. My Commission expires May 6, 1939. CONSENT BY PRESENT MORTGAGEE TO GRANT OF RIGHT-OF-WAY

The undersigned hereby consents to the execution, delivery and recordation of the foregoing conveyance and agrees that his lien under a certain mortgage dated and executed by shall be subordinate to the easement created by said conveyance.

Received for Record JUL 27 1938 at 2:00 o'clock P. M. Recorded JUL 27 1938. Recorder Deputy.

FILE NO. 6366

B-40 Grant of Right-of-Way

Fee \$ 654

KNOW ALL MEN BY THESE PRESENTS, That Mrs. Elizabeth Rowles

grantor... in consideration of One Dollar and other valuable consideration, to Mrs. E. T. Rowles paid by South Central RURAL ELECTRIC COOPERATIVE, INC. grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey to said South Central RURAL ELECTRIC COOPERATIVE, INC., its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conductors, cables, poles, wires, and distributing appliances, for the purpose of distributing, transmitting and using electricity, on, over, under, and across the following real estate, to-wit: 105.66 A. of sec. 17 Edgemoor Twp bounded on the N. by Harvey Irvin, on the E. by Rowles. On the S. by Henry Hartman On the W. by J. T. George The route to be taken by said lines across said lands shall be as follows: Along the West side of the 4728 road as now or hereafter located within 1 foot highway limits

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing, and maintaining conductors, towers, poles, or other supports, and wires and distributing appliances, with all necessary braces, guys, anchors, and transformers, and strapping upon such towers, poles, or other supports or supporting therefrom, or placing in such conductors, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the 28th day of August 1937.

Signed this 28th day of August 1937. Signed and acknowledged in the presence of: Darwin Kindler Mrs. Elizabeth Rowles Martha Wynn

STATE OF OHIO, Fairfield COUNTY, ss. Lancaster 328-1600 west Be it remembered, that on this 28th day of March 1937, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Mrs. Elizabeth Rowles

grantor... in the foregoing grant, and acknowledged the execution thereof to be her voluntary act and deed. IN TESTIMONY WHEREOF: I have hereunto signed my name and affixed my official seal the day and year last mentioned above. Notary Public: Edison Kindler Fairfield County, Ohio. H. P. Seal. My Commission expires May 6, 1939. CONSENT BY PRESENT MORTGAGEE TO GRANT OF RIGHT-OF-WAY

The undersigned hereby consents to the execution, delivery and recordation of the foregoing conveyance and agrees that his lien under a certain mortgage dated and executed by shall be subordinate to the easement created by said conveyance.

Received for Record JUL 27 1938 at 2:00 o'clock P. M. Recorded JUL 27 1938. Recorder Deputy.

26

No. 8828...

Fee. 1.25

J. W. Race
TO
THE OHIO POWER CO.

Name and Address
Mr. J. W. Race
Baltimore, Ohio
Eas. No. 6... Map No. 616...
Drawing No. C. 1774. I. O. No. 3154 R. 2.
214 S Nov. 7-32

THIS INDENTURE, made this 5th day of November, 1932
by and between J. W. Race and Weltha V. Race
his wife.

of the County of Fairfield
in the State of Ohio, partess of the first part, and The Ohio Power Company, a corporation organized and existing under the laws of the State of Ohio, party of the second part.

WITNESSETH:
That for ~~One Dollar (\$1.00)~~ ^{and the contemplated plan of furnishing} ~~in the vicinity~~ Dollars in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires, in, on, along, over, through or across, the following described lands situated in ~~Walnut~~ ^{and also along any highway abutting}

Township, in the County of Fairfield, in the State of Ohio, and part of Section No. 19... Township No. 16 N... and Range No. 18 W...

and bounded:
On the North by the lands of Ralph Van Arsdale & Gilbert Morris
On the East by the lands of David Ballmer
On the South by the lands of David Ballmer & Stanley Klingler
On the West by the lands of Guy Huffman
Right of Way Easement for Line along Highways Only.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time across, through or over the above described premises, to cut and remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the Number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; Provided

however, the said THE OHIO POWER COMPANY, its successors and assigns, shall further pay to or heirs or assigns, the sum of \$... for

along the public highway on said lands hereinbefore described, from time to time, whenever and as any poles are erected thereon. GRANTEE will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay GRANTEE all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. ALL claims for damages caused in the operation and maintenance of said lines, shall be made at or mailed to the Office of the Grantee at 21 South Street, Detroit, Michigan, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the Market price in Vicinity, and this indenture contains all agreements expressed or implied, between the parties hereto. TO HAVE AND TO HOLD the same unto said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed and Acknowledged in the presence of:
J. L. Rokey
Fred Kirkpatrick
J. W. Race
Weltha V. Race

The State of Ohio, Fairfield County, SS.
Before me, a Notary Public, in and for said County, personally appeared the above named

J. W. Race and Weltha V. Race
who acknowledged that they did sign the within instrument and that the same is their free act and deed.

In Witness Whereof, I have hereunto set my hand, and official seal on this 5th day of November, A. D. 1932...
J. L. Rokey, Notary Public
My Commission Expires May 20, 1933

Received for Record: November 19th 1932, at 9:45 A.M.
Recorded: November 19th 1932. Attest: Eva B. Mook R. F. C.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/09/2005	200534202248	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

Receipt

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

LANE, ALTON & HORST LLC
175 SOUTH THIRD STREET
COLUMBUS, OH 43215-5100

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1586079

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

WAGNER RENTALS, LLC

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

Document(s)

ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):

200534202248



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 5th day of December,
A.D. 2005.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

**ORGANIZATION / REGISTRATION OF
LIMITED LIABILITY COMPANY**
(Domestic or Foreign)
Filing Fee \$125.00

2005 DEC -5 PM 2:44

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

<p>(1) <input checked="" type="checkbox"/> Articles of Organization for Domestic Limited Liability Company (115-LCA) ORC 1705</p>	<p>(2) <input type="checkbox"/> Application for Registration of Foreign Limited Liability Company (106-LFA) ORC 1705</p> <p>(Date of Formation) _____ (State) _____</p>
---	---

Complete the general information in this section for the box checked above.

Name Wagner Rentals, LLC

Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.

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

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.
(mm/dd/yyyy)

This limited liability company shall exist for perpetual
(Optional) (Period of existence)

Purpose Sale, purchase, and rental of real property
(Optional)

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional) Wagner Rentals, LLC
(Name)
7498 Ruffner Road
(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Baltimore Ohio 43105
(City) (State) (Zip Code)

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

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

Wagner Rentals, LLC

(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

Douglas J. Schockman

(Name of Agent)

175 S. Third St., Ste. 700

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Columbus

(City)

Ohio

(State)

43215

(Zip Code)

Must be authenticated by an authorized representative

X E. James Wagner Authorized Representative

X 11-18-05 Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

Wagner Rentals, LLC

(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

Douglas J. Schockman (Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

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

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

 (Name)

 (Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

 (City) _____ (State) _____ (Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

 (Name)

 (Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

 (City) Ohio _____
 (State) (Zip Code)

The limited liability company 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. the agent cannot be found, or
- b. the limited liability company fails to designate another agent when required to do so, or
- c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED
Must be authenticated (signed)
by an authorized representative
(See instructions)

Douglas J. Schockman _____
 Authorized Representative Date

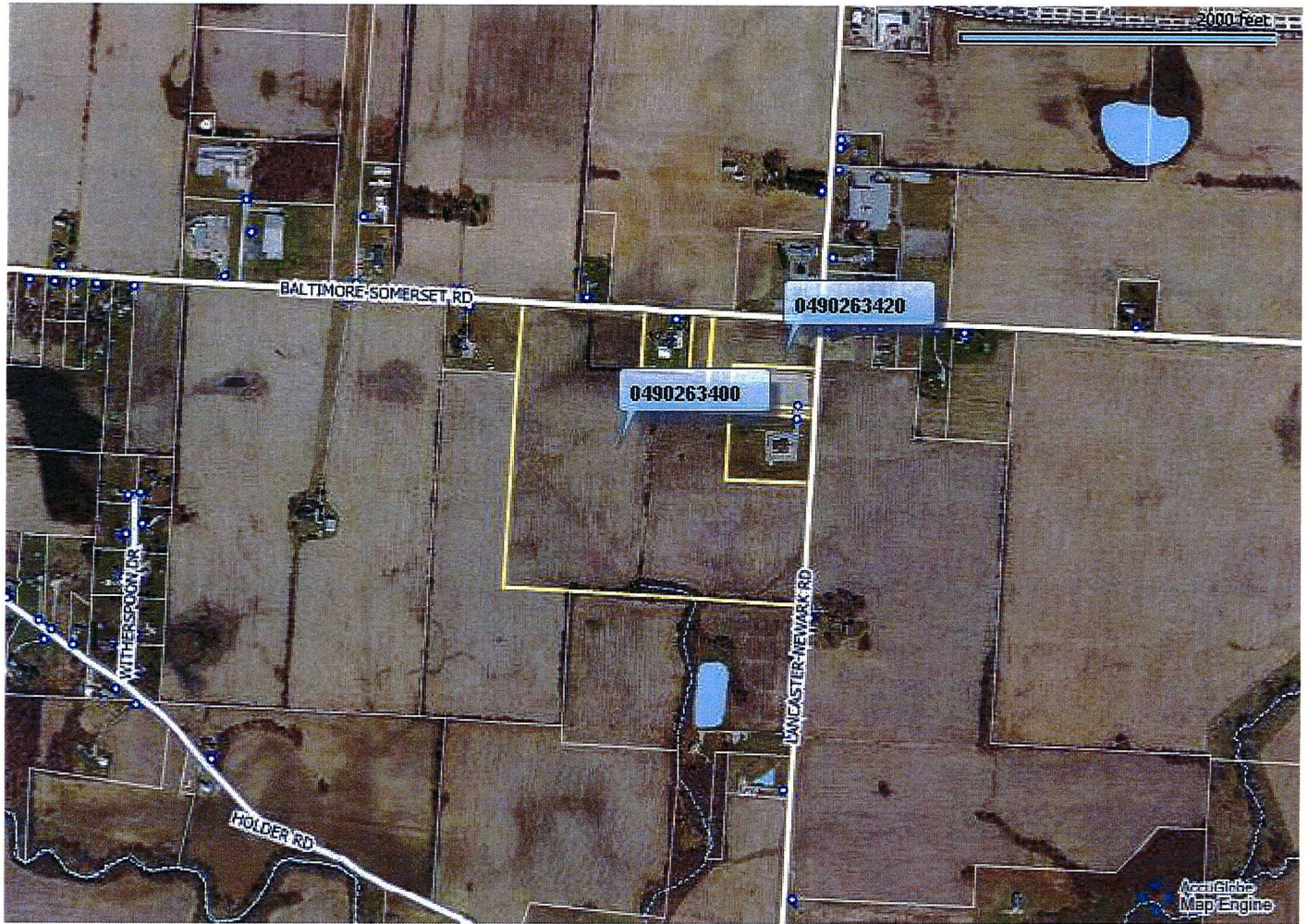
Douglas J. Schockman
 (Print Name)
 Lane Alton & Horst

 175 S. Third St., Ste. 700, Columbus, OH 43215

 Authorized Representative Date

 (Print Name)

Fairfield County GIS



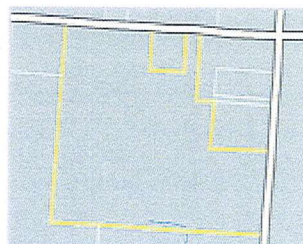
Notes

PCL 002 and 004 WAGNER RENTALS, LLC 62.33
ACRES AND 6.91 ACRES

Data For Parcel 0490263400

Base Data

Parcel: 0490263400
Owner: WAGNER RENTALS LLC
Address: 835 BALTIMORE-SOMERSET RD NE



[+] Map this property.

Mailing Address

Mailing Name: WAGNER RENTALS LLC
Address: 7498 RUFFNER RD
City State Zip: BALTIMORE, OH 43105

Taxing District

City: UNINCORPORATED
Township: WALNUT TOWNSHIP
School District: LIBERTY UNION-THURSTON L.S.D.

Legal

Neighborhood: 00064009 WALNUT TWP DIST 049
Legal Acres: 62.33
Legal Description: R 18 T 16 S 30 NE
Land Use: (110) A - AGRICULTURAL VACANT LAND
Property Class: AGRICULTURAL
Range Township Section: 0-0-0
Map Number: 0030-00-025-00

Tax Year 2020 Tentative Valuation

	Appraised	Assessed (35%)
Land Value:	\$343,050.00	\$120,070.00
Building Value:	\$0.00	\$0.00
Total Value:	\$343,050.00	\$120,070.00
CAUV Land Value:	\$101,250.00	
Taxable Value:		\$35,440.00

Tax Credits

Owner Occupancy Credit: NO
Homestead Reduction: NO

Notes

Notes:

Data For Parcel 0490263400

Note:

2020 taxes have not yet been calculated. Any amounts shown here represent unpaid charges from prior years.

Tax Data

Parcel: 0490263400
Owner: WAGNER RENTALS LLC
Address: 835 BALTIMORE-SOMERSET RD NE



[+] Map this property.

Change Tax Year: 2020 ▾

Property Tax

	Tax Year 2020 Payable 2021	
	First Half	Second Half
Gross Charge:	\$0.00	\$0.00
Reduction Factor:	\$0.00	\$0.00
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:	\$0.00	\$0.00
Prior Charges:		\$0.00
Interest:		\$0.00
Full Year Total:		\$0.00
Payments:		\$0.00
Half Year Due:		\$0.00
Full Year Due:		\$0.00

Special Assessments

No data found for this parcel.

Payment History

Date	Amount
7/16/2020	(\$105.72)
6/16/2020	(\$105.74)
5/20/2020	(\$105.74)
4/28/2020	(\$105.74)
4/2/2020	(\$105.74)
12/30/2019	(\$985.52)

7/19/2019	(\$246.37)
6/18/2019	(\$246.38)
5/16/2019	(\$246.38)
4/18/2019	(\$246.38)
3/28/2019	(\$246.38)
2/22/2019	(\$236.41)
1/4/2019	(\$995.48)
7/20/2018	(\$248.85)
6/18/2018	(\$248.87)
5/16/2018	(\$248.87)
4/17/2018	(\$248.87)
3/27/2018	(\$248.87)
2/16/2018	(\$438.05)
12/27/2017	(\$806.28)
7/21/2017	(\$201.55)
6/19/2017	(\$201.57)
5/23/2017	(\$201.57)
4/24/2017	(\$201.57)
4/3/2017	(\$201.57)
2/23/2017	(\$1,007.83)
7/20/2016	(\$878.63)
2/24/2016	(\$878.63)
7/16/2015	(\$836.81)
2/27/2015	(\$836.81)
7/18/2014	(\$830.19)
3/4/2014	(\$830.19)
5/30/2013	(\$722.71)
5/24/2013	(\$412.91)
2/28/2013	(\$412.91)
8/3/2012	(\$412.92)
2/28/2012	(\$412.92)
7/18/2011	(\$617.86)
2/24/2011	(\$617.86)
7/19/2010	(\$331.22)
3/1/2010	(\$331.22)
7/16/2009	(\$326.06)
2/23/2009	(\$326.06)
7/18/2008	(\$307.72)
2/25/2008	(\$307.72)

Report Discrepancy

GIS parcel shapefile last updated 9/8/2020 8:05:40 AM.

The CAMA data presented on this website is current as of 9/10/2020 12:25:04 AM.

Data For Parcel 0490263400

Tax Year 2020 Tentative Valuation

Valuation Data

Parcel: 0490263400
Owner: WAGNER RENTALS LLC
Address: 835 BALTIMORE-SOMERSET RD NE



[+] Map this property.

Valuation 2020 ▾

	Appraised	Assessed
Land Value:	\$343,050.00	\$120,070.00
Building Value:	\$0.00	\$0.00
Total Value:	\$343,050.00	\$120,070.00
CAUV Land Value:	\$101,250.00	
Taxable Value:		\$35,440.00

[Report Discrepancy](#)

GIS parcel shapefile last updated 9/8/2020 8:05:40 AM.

The CAMA data presented on this website is current as of 9/10/2020 12:25:04 AM.

Data For Parcel 0490263400

Note:

2020 taxes have not yet been calculated. Any amounts shown here represent unpaid charges from prior years.

Tax Data

Parcel: 0490263400
Owner: WAGNER RENTALS LLC
Address: 835 BALTIMORE-SOMERSET RD NE



[+] Map this property.

Change Tax Year: 2019 ▼

Property Tax

	Tax Year 2019 Payable 2020	
	First Half	Second Half
Gross Charge:	\$1,229.77	\$1,229.77
Reduction Factor:	(\$401.15)	(\$401.15)
Non-Business Credit:	(\$71.52)	(\$71.52)
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:	\$757.10	\$757.10
Prior Charges:		\$0.00
Interest:		\$0.00
Full Year Total:		\$1,514.20
Payments:		(\$1,514.20)
Half Year Due:		\$0.00
Full Year Due:		\$0.00

Special Assessments

No data found for this parcel.

Payment History

Date	Amount
7/16/2020	(\$105.72)
6/16/2020	(\$105.74)
5/20/2020	(\$105.74)
4/28/2020	(\$105.74)
4/2/2020	(\$105.74)
12/30/2019	(\$985.52)

7/19/2019	(\$246.37)
6/18/2019	(\$246.38)
5/16/2019	(\$246.38)
4/18/2019	(\$246.38)
3/28/2019	(\$246.38)
2/22/2019	(\$236.41)
1/4/2019	(\$995.48)
7/20/2018	(\$248.85)
6/18/2018	(\$248.87)
5/16/2018	(\$248.87)
4/17/2018	(\$248.87)
3/27/2018	(\$248.87)
2/16/2018	(\$438.05)
12/27/2017	(\$806.28)
7/21/2017	(\$201.55)
6/19/2017	(\$201.57)
5/23/2017	(\$201.57)
4/24/2017	(\$201.57)
4/3/2017	(\$201.57)
2/23/2017	(\$1,007.83)
7/20/2016	(\$878.63)
2/24/2016	(\$878.63)
7/16/2015	(\$836.81)
2/27/2015	(\$836.81)
7/18/2014	(\$830.19)
3/4/2014	(\$830.19)
5/30/2013	(\$722.71)
5/24/2013	(\$412.91)
2/28/2013	(\$412.91)
8/3/2012	(\$412.92)
2/28/2012	(\$412.92)
7/18/2011	(\$617.86)
2/24/2011	(\$617.86)
7/19/2010	(\$331.22)
3/1/2010	(\$331.22)
7/16/2009	(\$326.06)
2/23/2009	(\$326.06)
7/18/2008	(\$307.72)
2/25/2008	(\$307.72)

[Report Discrepancy](#)

GIS parcel shapefile last updated 9/8/2020 8:05:40 AM.

The CAMA data presented on this website is current as of 9/10/2020 12:25:04 AM.

Summary

Parcel Number	0490263400
Location Address	BALTIMORE-SOMERSET RD NE BALTIMORE OH 43105
Legal Description	R 18 T 16 S 30 NE <i>(Note: Not to be used on legal documents.)</i>
Property Class	A - AGRICULTURAL
Land Use	(110) A - AGRICULTURAL VACANT LAND
Neighborhood	00064009
Legal Acres	62.33
City	UNINCORPORATED
Township	WALNUT TOWNSHIP
School District	LIBERTY UNION-THURSTON L.S.D.
Owner Occupancy Credit	NO
Homestead Reduction	NO

[View Map](#)

Owner

Owner

[ACT INVESTMENTS LLC](#)

3560 DOLSON CT STE P
CARROLL OH 43112

Tax Mailing Address

ACT INVESTMENTS LLC
3560 DOLSON CT STE P
CARROLL OH 43112

[Submit Mailing / Site Address Correction Request](#)

Valuation

Tax Year 2024 Tentative Valuation

Tax Year	2024
Land Value	\$411,650.00
Building Value	\$0.00
Total Value (Appraised 100%)	\$411,650.00
Land Value	\$39,590.00
Building Value	\$0.00
Total Value (Assessed 35%)	\$39,590.00
Land CAUV Value	\$113,100.00
Taxable Value	\$39,590.00

Valuation History

Tax Year	Appraised Land Value	Appraised Building Value	Appraised Total Value	Assessed Land Value	Assessed Building Value	Assessed Total Value	CAUV	Taxable Value
2024	\$411,650	\$0	\$411,650	\$39,590	\$0	\$39,590	\$113,100	\$39,590
2023	\$411,650	\$0	\$411,650	\$39,590	\$0	\$39,590	\$113,100	\$39,590
2022	\$411,650	\$0	\$411,650	\$39,590	\$0	\$39,590	\$113,100	\$39,590
2021	\$343,050	\$0	\$343,050	\$35,440	\$0	\$35,440	\$101,250	\$35,440
2020	\$343,050	\$0	\$343,050	\$35,440	\$0	\$35,440	\$101,250	\$35,440
2019	\$343,050	\$0	\$343,050	\$35,440	\$0	\$35,440	\$101,250	\$35,440
2018	\$326,970	\$0	\$326,970	\$53,340	\$0	\$53,340	\$152,390	\$53,340
2017	\$326,970	\$0	\$326,970	\$53,340	\$0	\$53,340	\$152,390	\$53,340
2016	\$321,600	\$0	\$321,600	\$46,910	\$0	\$46,910	\$134,020	\$46,910
2015	\$321,600	\$0	\$321,600	\$40,340	\$0	\$40,340	\$115,250	\$40,340
2014	\$321,600	\$0	\$321,600	\$40,100	\$0	\$40,100	\$114,560	\$40,100
2013	\$321,600	\$0	\$321,600	\$40,100	\$0	\$40,100	\$114,560	\$40,100
2012	\$279,580	\$0	\$279,580	\$19,590	\$0	\$19,590	\$55,970	\$19,590

Land

Disclaimer: Acreage and Lot Sizes within this section do NOT represent the Legal Survey or Deeded Acreage of the parcel.

Lots Sizes shown here are intended for valuation purposes only.

Description	Acres	Square Feet	Value
Homesite	1.0000	43,560	\$29,700
Tillable	52.6280	2,292,476	\$378,920
Woodland	0.5500	23,958	\$1,780
Wetland/Wasteland	6.9600	303,178	\$1,250
R.O.W.	1.1920	51,924	\$0

Total Acres:

62.3300

Total Land-Value:

\$411,650

Soils

Soil Type	Use Type	Acres	CAUV
CEN1B1	CROP	0.2350	\$350
CSA	CROP	14.8040	\$18,950
MCB	CROP	7.2520	\$9,430
MNS3A	CROP	37.2620	\$83,840
R.O.W.	NONAG	1.1920	\$0
CSA	WOOD	0.0490	\$10
CSA	WOOD	0.2450	\$60
MNS3A	WOOD	1.2910	\$460

Land Use Type Totals:

Use Type	Acres
CROP	59.5530
NONAG	1.1920
WOOD	1.5850

Total Acres:

62.3300

CAUV

\$113,100

Sales

Transfer Date	Sale Date	Seller	Buyer	Sale Price	Sale Validity	Book - Page	Instrument #
11/20/2020	11/17/2020	WAGNER RENTALS LLC	ACT INVESTMENTS LLC	\$969,360	MULTI-PARCEL VALID		202000026495
	7/5/2006	WAGNER PAUL MICHAEL	WAGNER RENTALS LLC	\$0	NOT OPEN MARKET	1434-2871	
	2/3/2004	SAKAS DANIEL G	WAGNER PAUL MICHAEL	\$705,000	UNVALIDATED SALES	1327-15	
	8/4/2000	SAKAS DANIEL G	SAKAS DANIEL G	\$0	UNVALIDATED SALES	1120-599	
	7/13/2000	SAKAS GEORGE	SAKAS DANIEL G	\$0	UNVALIDATED SALES	1118-335	

Tax History

2024 taxes have not yet been calculated. Any amounts shown here represent unpaid charges from prior years.

Tax Year (click for detail)	Prior Charges	Full Year Total	Payments	Half Year Due	Full Year Due
2024 Pay 2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023 Pay 2024	\$0.00	\$1,490.52	\$1,490.52		
2022 Pay 2023	\$0.00	\$1,479.76	\$1,479.76		
2021 Pay 2022	\$0.00	\$1,454.32	\$1,454.32		
2020 Pay 2021	\$0.00	\$1,462.62	\$1,462.62		

Levies

Disclaimer:

The levy calculator provides an estimate of tax liabilities based upon upcoming levies. Estimates may vary slightly from actual based upon credits and "rollbacks".

Authority	ADAMH	Election Date	11/5/2024
Use	Operating Expenses	Beginning Tax Year	2026
Levy Type	Renewal	Number of Years	10
Proposed Mills	0.75		

Tax Current	Tax Proposed	Tax Incr/(Decr)
\$15.12	\$15.12	\$0.00

Payments

Date	Amount
7/18/2024	(\$745.26)
2/15/2024	(\$745.26)
7/20/2023	(\$739.88)
2/17/2023	(\$739.88)
7/7/2022	(\$727.16)
2/15/2022	(\$727.16)
6/29/2021	(\$731.31)
2/3/2021	(\$731.31)

Tax Bill

Please note: The URL to make tax payments has changed. We are working on getting the Treasurer link updated in the Tax Bill but in the mean time, please go to <https://www.co.fairfield.oh.us/TREASURER/>

Tax Bill

Property Card

Property Card

Pay Your Taxes Online

Pay Taxes

Please verify exact amounts with the Treasurer's Office at (740) 652-7140

No data available for the following modules: Dwellings, Commercial Improvement Information, Interior/Exterior Information, Improvements, Other Features, Permits, Special Assessments, Photos, Sketches.

The information provided by Fairfield County is provided 'as is' and for reference only. The user expressly agrees that the use of Fairfield County's web site is at the user's sole risk. Fairfield County does not warrant that the service will be uninterrupted or error free. Any information published on this server could contain technical inaccuracies or typographical errors. Changes may be made periodically to the tax laws, administrative rules, tax releases and similar materials...

| [User Privacy Policy](#) | [GDPR Privacy Notice](#)
Last Data Upload: 10/1/2024, 10:14:25 AM

Contact Us

Developed by
 **SCHNEIDER**
GEO SPATIAL

Summary

Parcel Number	0490263420
Location Address	BALTIMORE-SOMERSET RD NE BALTIMORE OH 43105
Legal Description	R 18 T 16 S 30 NE <i>(Note: Not to be used on legal documents.)</i>
Property Class	A - AGRICULTURAL
Land Use	(110) A - AGRICULTURAL VACANT LAND
Neighborhood	00064009
Legal Acres	6.91
City	UNINCORPORATED
Township	WALNUT TOWNSHIP
School District	LIBERTY UNION-THURSTON L.S.D.
Owner Occupancy Credit	NO
Homestead Reduction	NO

[View Map](#)

Owner

Owner

[ACT INVESTMENTS LLC](#)

3560 DOLSON CT STE P
CARROLL OH 43112

Tax Mailing Address

ACT INVESTMENTS LLC
3560 DOLSON CT STE P
CARROLL OH 43112

[Submit Mailing / Site Address Correction Request](#)

Valuation

Tax Year 2024 Tentative Valuation

Tax Year	2024
Land Value	\$66,790.00
Building Value	\$0.00
Total Value (Appraised 100%)	\$66,790.00
Land Value	\$3,590.00
Building Value	\$0.00
Total Value (Assessed 35%)	\$3,590.00
Land CAUV Value	\$10,250.00
Taxable Value	\$3,590.00

Valuation History

Tax Year	Appraised Land Value	Appraised Building Value	Appraised Total Value	Assessed Land Value	Assessed Building Value	Assessed Total Value	CAUV	Taxable Value
2024	\$66,790	\$0	\$66,790	\$3,590	\$0	\$3,590	\$10,250	\$3,590
2023	\$66,790	\$0	\$66,790	\$3,590	\$0	\$3,590	\$10,250	\$3,590
2022	\$66,790	\$0	\$66,790	\$3,590	\$0	\$3,590	\$10,250	\$3,590
2021	\$55,660	\$0	\$55,660	\$3,160	\$0	\$3,160	\$9,040	\$3,160
2020	\$55,660	\$0	\$55,660	\$3,160	\$0	\$3,160	\$9,040	\$3,160
2019	\$55,660	\$0	\$55,660	\$3,160	\$0	\$3,160	\$9,040	\$3,160
2018	\$34,450	\$0	\$34,450	\$4,870	\$0	\$4,870	\$13,910	\$4,870
2017	\$34,450	\$0	\$34,450	\$4,870	\$0	\$4,870	\$13,910	\$4,870
2016	\$38,700	\$0	\$38,700	\$5,450	\$0	\$5,450	\$15,580	\$5,450
2015	\$38,700	\$0	\$38,700	\$4,770	\$0	\$4,770	\$13,640	\$4,770
2014	\$38,700	\$0	\$38,700	\$4,770	\$0	\$4,770	\$13,640	\$4,770
2013	\$56,060	\$0	\$56,060	\$6,830	\$0	\$6,830	\$19,520	\$6,830
2012	\$43,240	\$0	\$43,240	\$2,870	\$0	\$2,870	\$8,190	\$2,870

Land

Disclaimer: Acreage and Lot Sizes within this section do NOT represent the Legal Survey or Deeded Acreage of the parcel.

Lot Sizes shown here are intended for valuation purposes only.

Description	Acres	Square Feet	Value
Tillable	5.1510	224,378	\$37,090
R.O.W.	0.7590	33,062	\$0
Homesite	1.0000	43,560	\$29,700

Total Acres:

6.9100

Total Land-Value:

\$66,790

Soils

Soil Type	Use Type	Acres	CAUV
CSA	CROP	3.7040	\$4,740
MNS3A	CROP	2.4470	\$5,510
R.O.W.	NONAG	0.7590	\$0

Land Use Type Totals:

Use Type	Acres
CROP	6.1510
NONAG	0.7590

Total Acres:

6.9100

CAUV

\$10,250

Sales

Transfer Date	Sale Date	Seller	Buyer	Sale Price	Sale Validity	Book - Page	Instrument #
11/20/2020	11/17/2020	WAGNER RENTALS LLC	ACT INVESTMENTS LLC	\$969,360	MULTI-PARCEL VALID		202000026495
	7/5/2006	WAGNER PAUL MICHAEL	WAGNER RENTALS LLC	\$0	NOT OPEN MARKET	1434-2868	
	2/3/2004	SAKAS CORNER LTD	WAGNER PAUL MICHAEL	\$104,500	UNVALIDATED SALES	1327-17	
	10/4/2000		SAKAS CORNER LTD	\$0	UNVALIDATED SALES		

Tax History

2024 taxes have not yet been calculated. Any amounts shown here represent unpaid charges from prior years.

Tax Year (click for detail)	Prior Charges	Full Year Total	Payments	Half Year Due	Full Year Due
2024 Pay 2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023 Pay 2024	\$0.00	\$135.16	\$135.16		
2022 Pay 2023	\$0.00	\$134.18	\$134.18		
2021 Pay 2022	\$0.00	\$129.66	\$129.66		
2020 Pay 2021	\$0.00	\$130.40	\$130.40		

Levies

Disclaimer:

The levy calculator provides an estimate of tax liabilities based upon upcoming levies. Estimates may vary slightly from actual based upon credits and "rollbacks".

Authority ADAMH
 Use Operating Expenses
 Levy Type Renewal
 Proposed Mills 0.75

Election Date 11/5/2024
 Beginning Tax Year 2026
 Number of Years 10

Tax Current
 \$1.37

Tax Proposed
 \$1.37

Tax Incr/(Decr)
 \$0.00

Payments

Date	Amount
7/18/2024	(\$67.58)
2/15/2024	(\$67.58)
7/20/2023	(\$67.09)
2/17/2023	(\$67.09)
7/7/2022	(\$64.83)
2/15/2022	(\$64.83)
6/29/2021	(\$65.20)
2/3/2021	(\$65.20)

Tax Bill

Please note: The URL to make tax payments has changed. We are working on getting the Treasurer link updated in the Tax Bill but in the mean time, please go to <https://www.co.fairfield.oh.us/TREASURER/>

Tax Bill

Property Card

Property Card

Pay Your Taxes Online

Pay Taxes

Please verify exact amounts with the Treasurer's Office at (740) 652-7140

No data available for the following modules: Dwellings, Commercial Improvement Information, Interior/Exterior Information, Improvements, Other Features, Permits, Special Assessments, Photos, Sketches.

The information provided by Fairfield County is provided 'as is' and for reference only. The user expressly agrees that the use of Fairfield County's web site is at the user's sole risk. Fairfield County does not warrant that the service will be uninterrupted or error free. Any information published on this server could contain technical inaccuracies or typographical errors. Changes may be made periodically to the tax laws, administrative rules, tax releases and similar materials...

| [User Privacy Policy](#) | [GDPR Privacy Notice](#)
Last Data Upload: 10/1/2024, 10:14:25 AM

Contact Us

Developed by
 **SCHNEIDER**
GEO SPATIAL