

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 006-SH, T1, T2
LIC-037-06.10/110412

The purpose of this Agreement is to allow the State to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

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

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

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

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

2. On and after **10/7/2021**, State, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of State shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property

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

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to State the rights, interests and privileges described in Exhibit A.

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

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

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

6. The Parties agree that the above mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to State.

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

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

- (i) the payment of the total agreed upon purchase price by State; or
- (ii) in the case of an appropriation, the deposit by State with the court, for the benefit of the owner, an amount not less than State's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits State to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

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

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

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

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

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

IN WITNESS WHEREOF, the State of Ohio, Department of Transportation, and JTBD Investments LLC executed this Agreement on the date(s) indicated immediately below their respective signatures.

JTBD Investments LLC

[Handwritten signature of Todd Taylor]

By: TODD TAYLOR

Date October 4, 2021

[Handwritten signature of Mandy Taylor]

By: MANDY TAYLOR

Date Oct 4, 2021

STATE OF OHIO, COUNTY OF LICKING SS:

The foregoing instrument was acknowledged before me this 4th day of October, 2021, by JTBD INVESTMENTS LLC. No oath or affirmation was administered to Todd Taylor or Mandy Taylor with regard to the acknowledgement.

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

[Handwritten signature of Allison Durant]

NOTARY PUBLIC

My Commission expires: 02-02-2025



STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

Jack Marchbanks, Ph.D., Director

Date: _____

By: John R. Wooldridge
District 5 Real Estate Administrator

This form RE 248-C was updated to conform to new notarial language requirements as per Revised Code 147.542.

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Ver. Date 09/11/20

PID 110412

**PARCEL 6-SH
FAI-37-06.10
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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

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

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Fairfield, Township of Walnut, and being a part of Section 20, Township 16, Range 18, being part of a 3.12 acre parcel conveyed to **CHAOS, LLC**, by Official Record Volume 1729, Page 1874, and being more particularly described below:

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

Beginning from a monument box set at the intersection of the Centerline of Right of Way of State Route 37 and the Centerline of Right of Way of State Route 256, said point being the southeast corner of Section 19, said point also being the southwest corner of Section 20, said point also being the northwest corner of Section 29, said point also being the northeast corner of Section 30, said point also being the northeast corner of the a 6.91 acre parcel conveyed to the Wagner Rentals, LLC by Original Record Volume 1434, Page 2868, said point also being the southwest corner of the Grantor, said point also being the northwest corner of a 113.854 acre parcel conveyed to Eichhorn Limited Partnership by Official Record Volume 1477, Page 2270, said point also being the southeast corner of a 6.94 acre parcel conveyed to MAC'S CONVENIENCE STORES LLC, by Original Record Volume 1734, Page 4486, said point also being at PI Station 18+34.80 of the Centerline of Right of Way of State Route 37 and at PI Station 26+23.94 of the Centerline of Right of Way of State Route 256, said point marking the **Principle Point of Beginning** for the parcel described herein;

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1. **Thence North 03 Degrees 33 Minutes 11 Seconds East** along the Centerline of Right of Way of State Route 37, said line also being the westerly line of Section 20 and the easterly line of Section 19, said line also being the westerly line of the Grantor, said line also being the easterly line of said parcel conveyed to MAC'S CONVENIENCE STORES LLC, a distance of **300.08 feet** to the northwestern corner of the grantor, said point also being the southwestern corner of a 1.902 acre parcel conveyed to The Baltimore Veterinary Clinic, Inc., by Official Record Volume 690, Page 759, said point being at Station 21+34.88 of the Centerline of Right of Way of State Route 37;
2. **Thence South 87 Degrees 18 Minutes 17 Seconds East** along the northerly line of the Grantor, said line also being the southerly line of said parcel conveyed to The Baltimore Veterinary Clinic, Inc., passing an iron pipe found at 30.00 feet for a total distance of **65.01 feet** to an iron pin set 65.00 feet right of Station 21+35.85 of the Centerline of Right of Way of State Route 37;
3. **Thence South 03 Degrees 33 Minutes 11 Seconds West** parallel to the Centerline of Right of Way of State Route 37, a distance of **55.85 feet** to an iron pin set 65.00 feet right of Station 20+80.00 of the Centerline of Right of Way of State Route 37;
4. **Thence South 23 Degrees 12 Minutes 25 Seconds West**, a distance of **74.33 feet** to an iron pin set 40.00 feet right of Station 20+10.00 of the Centerline of Right of Way of State Route 37;
5. **Thence South 03 Degrees 33 Minutes 11 Seconds West** parallel to the Centerline of Right of Way of State Route 37, a distance of **105.00 feet** to an iron pin set 40.00 feet right of Station 19+05.00 of the Centerline of Right of Way of State Route 37;
6. **Thence South 42 Degrees 36 Minutes 26 Seconds East**, a distance of **56.29 feet** to an iron pin set on the existing northerly Right of Way line of State Route 256, said pin being 80.60 feet right of Station 18+66.01 of the Centerline of Right of Way of State Route 37, said pin also being 30.00 feet left of Station 27+05.00 of the Centerline of Right of Way of State Route 256;
7. **Thence South 87 Degrees 18 Minutes 17 Seconds East** along the existing northerly Right of Way line of State Route 256, a distance of **372.77 feet** to an iron pipe found on the easterly line of the grantor, said line also being a westerly line of a 13.364 acre parcel conveyed to Retrie Technologies Incorporated by Official Record Volume 1644, Page 168, said pipe being 30.00 feet left of Station 30+77.77 of the Centerline of Right of Way of State Route 256;
8. **Thence South 03 Degrees 39 Minutes 28 Seconds West** along the easterly line of the Grantor, said line also being a westerly line of said parcel conveyed to Retrie Technologies

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Incorporated, a distance of **30.00 feet** to the Centerline of Right of Way of State Route 256, said line also being the southerly line of Section 20 and the northerly line of Section 29, said line also being the northerly line of a 1.00 acre parcel conveyed to ALEXIS A. HOWARD, by Official Record Volume 1566, Page 3299, said point being the southeast corner of the Grantor, said point also being a southwest corner of said parcel conveyed to Retrieiv Technologies Incorporated, said point being at Station 30+77.26 of the Centerline of Right of Way of State Route 256;

9. Thence North 87 Degrees 18 Minutes 17 Seconds West along the Centerline of Right of Way of State Route 256, said line also being the southerly line of Section 20 and the northerly line of Section 29, said line also being the southerly line of the Grantor, a portion of said line also being the northerly line said parcel conveyed to ALEXIS A. HOWARD, a portion of said line also being the northerly line of a 0.086 acre parcel conveyed to the Village of Thurston, by Deed Volume 449, Page 565, a portion of said line also being the northerly line of said parcel conveyed to Eichhorn Limited Partnership, a distance of **453.32 feet** to the **Principle Point of Beginning** and enclosing 0.631 acres, more or less of which the present road occupies 0.501 acres, resulting in a net take of 0.130 acres;

The above described area is all within Fairfield County Permanent Parcel Number 0490254400;

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

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

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

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



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



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Ver. Date 09/11/20

PID 110412

**PARCEL 6-T1
FAI-37-06.10
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
PERFORM GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Fairfield, Township of Walnut, and being a part of Section 20, Township 16, Range 18, being part of a 3.12 acre parcel conveyed to **CHAOS, LLC**, by Official Record Volume 1729, Page 1874, and being more particularly described below:

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

Commencing from a monument box set at the intersection of the Centerline of Right of Way of State Route 37 and the Centerline of Right of Way of State Route 256, said point being the southeast corner of Section 19, said point also being the southwest corner of Section 20, said point also being the northwest corner of Section 29, said point also being the northeast corner of Section 30, said point also being the northeast corner of the a 6.91 acre parcel conveyed to the Wagner Rentals, LLC by Original Record Volume 1434, Page 2868, said point also being the southwest corner of the Grantor, said point also being the northwest corner of a 113.854 acre parcel conveyed to Eichhorn Limited Partnership by Official Record Volume 1477, Page 2270, said point also being the southeast corner of a 6.94 acre parcel conveyed to MAC'S CONVENIENCE STORES LLC, by Original Record Volume 1734, Page 4486, said point also being at PI Station 18+34.80 of the Centerline of Right of Way of State Route 37 and at PI Station 26+23.94 of the Centerline of Right of Way of State Route 256;

Thence South 87 Degrees 18 Minutes 17 Seconds East along Centerline of Right of Way of State Route 256, a distance of **81.06 feet** to Station 27+05.00 of the Centerline of Right of Way of State Route 256;

Thence North 02 Degrees 41 Minutes 43 Seconds West perpendicular to the Centerline of Right of Way of State Route 256, a distance of **30.00 feet** to an iron pin set on the existing northerly Right of Way line of State Route 256, said pin being 30.00 feet left of Station

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

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



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



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Ver. Date 09/11/20

PID 110412

**PARCEL 6-T2
FAI-37-06.10
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT DRIVE AND PERFORM GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Fairfield, Township of Walnut, and being a part of Section 20, Township 16, Range 18, being part of a 3.12 acre parcel conveyed to **CHAOS, LLC**, by Official Record Volume 1729, Page 1874, and being more particularly described below:

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Thence North 03 Degrees 33 Minutes 11 Seconds East along the Centerline of Right of Way of State Route 37, said line also being the westerly line of Section 20 and the easterly line of Section 19, said line also being the westerly line of the Grantor, said line also being the easterly line of said parcel conveyed to MAC'S CONVENIENCE STORES LLC, **245.20 feet** to Station 20+80.00 of the Centerline of Right of Way of State Route 37;

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Thence South 86 Degrees 26 Minutes 49 Seconds perpendicular to the Centerline of Right of Way of State Route 37, a distance of **65.00 feet** to an iron pin set on the proposed easterly Right of Way line of State Route 37, said point being 65.00 feet right of Station 20+80.00 of the Centerline of Right of Way of State Route 37, said point marking the **Principle Point of Beginning** for the parcel described herein;

1. **Thence South 03 Degrees 33 Minutes 11 Seconds West** parallel to the Centerline of Right of Way of State Route 37, a distance of **70.00 feet** to 65.00 feet right of Station 20+10.00 of the Centerline of Right of Way of State Route 37;

2. **Thence North 86 Degrees 26 Minutes 49 Seconds West** perpendicular to the Centerline of Right of Way of State Route 37, a distance of **25.00 feet** to an iron pin set on the proposed easterly Right of Way line of State Route 37, said pin being 40.00 feet right of Station 20+10.00 of the Centerline of Right of Way of State Route 37;

3. **Thence North 23 Degrees 12 Minutes 25 Seconds East** along the proposed easterly Right of Way line of State Route 37, a distance of **74.33 feet** to the **Principle Point of Beginning** and enclosing 0.020 acres, more or less of which the present road occupies 0.000 acres, resulting in a net take of 0.020 acres;

The above described area is all within Fairfield County Permanent Parcel Number 0490254400;

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

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



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

