

EASEMENT TO CONTROL SANITATION

KNOW ALL MEN BY THESE PRESENTS:

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

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

Subject to all legal rights of way of record.

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

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

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

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

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

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

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

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

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

Signed and acknowledged
in the presence of:

[Signature] } ss
[Signature] } to
[Signature] } both

[Signature]
Richard D. Weidner

[Signature]
Jean Weidner

State of Ohio
County of Fairfield, ss:

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

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

[Signature]
Notary Public
SHIRLEY ANN ELACK,
Notary Public, State of Ohio
My commission expires 6-16-89

This instrument prepared by:

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

3418

14- RECEIVED In Fairfield County, Ohio
APR 2 1986 11:00 AM
RECORDED
RECORDS DEPT. 1986
PAGE 13

APR 2 5 1986

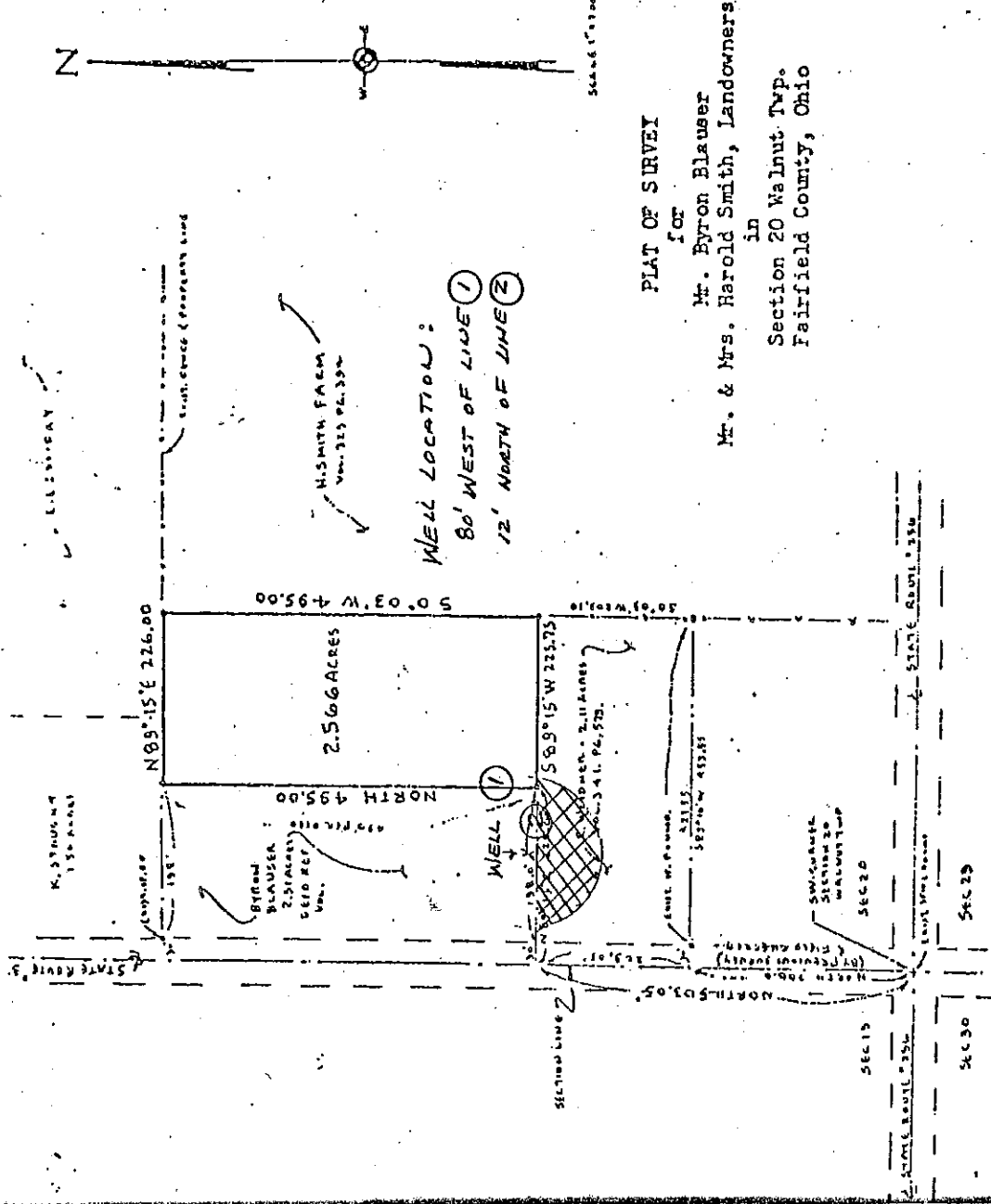
TRANSFER
NOT NECESSARY

APR 2 5 1986

[Signature]
NOTARY, FAIRFIELD COUNTY, OHIO

[Signature]
Recorder - Fairfield County, Ohio

EXHIBIT A



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

WELL LOCATION:
 80' WEST OF LINE 1
 12' NORTH OF LINE 2

Description:

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

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

DATED: March 20, 1980

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

