

**TITLE REPORT**

|        |            |
|--------|------------|
| C/R/S  | Fairfield  |
|        | 00070 .000 |
| PARCEL | 047EWL     |
| PID    | 96808      |

☒ 42 YEAR REPORT    ☐ ABBREVIATED REPORT

Project Site Address: 10571 Taylor Road SE, Etna, OH 43068

**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 & Address   | Marital Status (Spouse's Name) | Interest |
|--|--------------------------------|----------|
| Fish Belly LLC, an Ohio limited liability company<br>7210 Hollandia Drive, Westerville, OH 43081 | N/A                            | 100%     |

**(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)

Current Deed: 202309050016101 (Attached)

Parcel A: Situated in and being part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio, metes and bounds and containing 0.799 acres

Parcel B: Metes and bounds and containing 15.31 acres

Parcel C: Situated in and being part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio, metes and bounds and containing 4.908 acres

Parcel D: Situated in and being part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio, metes and bounds and containing 7.613 acres

APN: 012-027450-00.000 (15.313 acres)

APN: 010-017488-00.000 (12.521 acres)

APN: 012-027450-01.000 (0.799 acres)

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

| Name & Address   | Date Filed | Amount & Type of Lien       |
|--|------------|-----------------------------|
| 202309050016103 (Attached) Fish Belly, LLC, an Ohio limited liability company To: The Fahey Banking Company<br>127 North Main Street, Marion, OH 43302 | 09/05/2023 | Assignment of Rents         |
| 202309050016102 (Attached) Fish Belly, LLC, an Ohio limited liability company To: The Fahey Banking Company<br>127 North Main Street, Marion, OH 43302 | 09/05/2023 | \$351,000 Open-End Mortgage |

**(3-B) LEASES**

| Name & Address   | Commercial/Residential | Term   |
|--|------------------------|--|
| Lease Vol. 38, pg 470 (Attached) Ralph & Myrtle Darby To: The Community Gas & Oil Co.<br>Unknown | Residential            | 20 years and so long as oil or gas is produced |

**(3-C) EASEMENTS**

| Name & Address  | Type                                    |
|---|---|
| Vol. 365, Pg 616 (Attached) Arthur C. Johnson, Jr. and Constance S. Johnson; H.M. Young and Antoinette By Young To: The Ohio Fuel Gas Company Date Filed: 6/9/1945 PO Box 528, Bryan, OH 43506-0528 | Gas Easement - Not in area of take      |
| Vol. 405, Pg 408 (Attached) L. Benton Tussing and Dorothy S. Tussing, husband and wife To: The Ohio Power Company Date Filed: 9/9/1948 700 Morrison, Gahanna, OH                                    | Electric Easement - Not in area of take |

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

\*A portion of the legal description for Parcel B is missing from the current deed

\*\*The current deed (202309050016101) includes a 16' access easement from Taylor Road in Violet Township, Fairfield County, through Fairfield County Parcel No. 012-027450-00.000

Registered Agent: Doug Fosnaugh, 261 County Road 170, Marengo, OH 43334

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

|                         |          |              |               |                                     |                |   |
|-------------------------|----------|--------------|---------------|-------------------------------------|----------------|---|
| County:                 | LICKING  | Township:    |               | School District:                    |                | REYNOLDSBURG<br>CITY SCHOOL<br>DISTRICT |
|                         |          | ETNA         |               |                                     |                |   |
| AUD. PAR. NO(S)         | In Take? | Land 100%    | Building 100% | Total                               | Taxes (Yearly) | Current?                                |
| 010-017448-00.000       | Yes      | \$105,500.00 | \$0.00        | \$105,500.00                        | \$1,569.84     | Yes                                     |
| 012-027450-00.000       | Yes      | \$117,800.00 | \$0.00        | \$117,800.00                        | \$1,706.58     | Yes                                     |
| 012-027450-01.000       | No       | \$47,400.00  | \$182,700.00  | \$230,100.00                        | \$3,333.86     | Yes                                     |
| Totals:                 |          | \$270,700.00 | \$182,700.00  | \$453,400.00                        | \$6,610.28     |   |
| Special Assessments APN |          | Amount       | Comment       |                                     |                |   |
| Totals:                 |          | \$0.00       |               |                                     |                |   |
|                         |          |              |               | Total Taxes and Special Assessments |                |   |
|                         |          |              |               | \$6,610.28                          |                |   |

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

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




---

**SIGNATURE**

This Title Report covers the time period from **02/05/1938** to **03/10/2025**. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) **047E WL** and presently standing in the name of **Fish Belly LLC, an Ohio limited liability company** as the same are entered upon the several public records of **LICKING**.

Date & Time **03/10/2025 07:59 AM**

Signed 

Print Name Iain Crouch

AUDITOR'S PARCEL NUMBER(S) 012-027450-01.000, 010-017448-00.000, 012-027450-00.000

CRS Fairfield 00070 .000

PARCEL 047E

PID 96808

| Grantor   | Grantee   | Date Signed   | Date & Time Recorded | Volume/Page     | Conveyance Fee | Type Instrument |
|---|---|---|----------------------|-----------------|----------------|-----------------|
|   |   |   |                      |                 |                |                 |
| Carroll Brown, unmarried<br><br>By: Dennis Brown, Attorney in Fact  | Fish Belly LLC, an Ohio limited liability company | 7/24/2023   | 09/05/2023 11:56 AM  | 202309050016101 | \$1,020        | Warranty Deed   |
|   |   | <b>Brief Land Description &amp; Remarks</b><br><br>Fee Simple, Full Interest<br><br>Parcel A: Situated in and being part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio, metes and bounds and containing 0.799 acres<br>Parcel B: Metes and bounds and containing 15.31 acres<br>Parcel C: Situated in and being part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio, metes and bounds and containing 4.908 acres<br>Parcel D: Situated in and being part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio, metes and bounds and containing 7.613 acres<br><br>Also a 16' access easement from Taylor Road in Violet Twp, Fairfield County, through Fairfield County APN 012-027450-00.000 |                      |                 |                |                 |
| Eugene R. Krumm, Jr. and Sharon Lee Jackson, Trustees, by the power conferred by the Eugene Krumm Trust and Vera Krumm Trust, both dated 7/28/88, both amended 11/25/88 | Carroll Brown                                     | 10/23/2013  | 11/05/2013 11:16 AM  | 201311050027379 | \$250.50       | Trustee Deed    |
|   |   | <b>Brief Land Description &amp; Remarks</b><br><br>Fee Simple, Full Interest<br><br>Parcel I: Situated in the County of Licking, State of Ohio, Township of Etna, being part of the Southwest Quarter Section 16, Township 16, Range 20, Refugee Lands, metes and bounds and containing 15.827 acres, subject to an easement for ingress and egress, excepting 1.50 acres<br>Parcel II: Situated in the County of Licking, State of Ohio, Township of Etna; Tract One: Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds and containing 5.7 acres; Tract Two: Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, and containing 8.3 acres<br>Excepting therefrom 0.80 acres   |                      |                 |                |                 |
| Eugene R. Krumm, married  | Eugene R. Krumm, Jr., Sharon Lee Jackson and      | 10/26/1989  | 02/12/1990 2:10 PM   | OV 309, Pg. 410 | Exempt         | Quit Claim Deed |
|   |   | Undivided 1/2 Interest  |                      |                 |                |                 |

AUDITOR'S PARCEL NUMBER(S) 012-027450-01.000, 010-017448-00.000, 012-027450-00.000

CRS Fairfield 00070 .000

PARCEL 047E

PID 96808

|   |  |   |                     |                  |         |                 |
|---|--|---|---------------------|------------------|---------|-----------------|
|   | Vera M. Krumm, Trustees  | <p>Parcel I: Situated in the County of Licking, State of Ohio, Township of Etna, being part of the Southwest Quarter Section 16, Township 16, Range 20, Refugee Lands, metes and bounds and containing 15.827 acres, subject to an easement for ingress and egress, excepting 1.50 acres</p> <p>Parcel II: Situated in the County of Licking, State of Ohio, Township of Etna; Tract One: Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds and containing 5.7 acres; Tract Two: Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, and containing 8.3 acres</p> <p>Excepting therefrom 0.80 acres</p>                                  |                     |                  |         |                 |
| Vera M. Krumm, married                                | Eugene R. Krumm, Jr., Sharon Lee Jackson and Vera M. Krumm, Trustees | 10/29/1989  | 02/12/1990 2:09 PM  | ORV 309, Pg. 406 | exempt  | Quit Claim Deed |
|   |  | <p>Fee Simple, Full Interest</p> <p>Parcel I: Situated in the County of Licking, State of Ohio, Township of Etna, being part of the Southwest Quarter Section 16, Township 16, Range 20, Refugee Lands, metes and bounds and containing 15.827 acres, subject to an easement for ingress and egress, excepting 1.50 acres</p> <p>Parcel II: Situated in the County of Licking, State of Ohio, Township of Etna; Tract One: Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds and containing 5.7 acres; Tract Two: Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, and containing 8.3 acres</p> <p>Excepting therefrom 0.80 acres</p> |                     |                  |         |                 |
| Leslie H. Lotte and Sue E. Lotte, husband and wife    | Carroll Brown  | 6/4/1976  | 06/09/1976 3:06 PM  | DB 748, Pg. 120  | \$99.80 | Warranty Deed   |
|   |  | <p>Fee Simple, Full Interest</p> <p>Situated in the County of Licking, State of Ohio, Township of Etna, being a part of the Southwest Quarter Section 16, Township 16, Range 20, Refugee Lands, also a part of a 17.96 acre tract, metes and bounds and containing 0.80 acres, together with a 16' driveway easement providing ingress and egress from Taylor Road</p>  |                     |                  |         |                 |
| Charles E. Krumm and Mary Lou Krumm, husband and wife | Eugene R. Krumm and Vera M. Krumm                                    | 3/25/1976   | 03/29/1976 10:45 AM | DB 744, Pg. 985  | \$60    | Warranty Deed   |
|   |  | <p>Fee Simple, Full Interest</p> <p>Parcel I: Situated in the County of Licking, State of Ohio, Township of Etna, being part of the Southwest Quarter Section 16, Township 16, Range 20, Refugee Lands, metes and bounds and containing 15.827 acres, subject to an easement for ingress and egress, excepting 1.50 acres</p>   |                     |                  |         |                 |

AUDITOR'S PARCEL NUMBER(S) 012-027450-01.000, 010-017448-00.000, 012-027450-00.000

CRS Fairfield 00070 .000

PARCEL 047E

PID 96808

|  |                                     |   |                     |                  |                   |               |
|--|-------------------------------------|---|---------------------|------------------|-------------------|---------------|
|  |                                     | Parcel II: Situated in the County of Licking, State of Ohio, Township of Etna; Tract One: Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds and containing 5.7 acres; Tract Two: Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, and containing 8.3 acres<br>Excepting therefrom 0.80 acres  |                     |                  |                   |               |
| Edward C. Haaf and Vernice M. Haaf, husband and wife       | Charles E. Krumm and Mary Lou Krumm | 6/6/1972  | 06/07/1972 4:20 PM  | Vol. 690, Pg 135 | \$10              | Warranty Deed |
|  |                                     | Fee Simple, Full Interest<br>State of Ohio, County of Licking, Township of Etna<br>Parcel I: Part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, containing 5.7 acres, more or less<br>Parcel II: Part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, containing 8.3 acres, more or less  |                     |                  |                   |               |
| Marie Baber, unmarried                                     | Edward C. Haaf and Vernice M. Haaf  | 11/3/1954   | 11/04/1954 10:07 AM | Vol. 464, Pg 560 | \$8.25 doc stamps | Warranty Deed |
|  |                                     | Fee Simple, Full Interest<br>State of Ohio, County of Licking, Township of Etna<br>First Parcel: Part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, containing 19.74 acres, more or less<br>Second Parcel: Part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, containing 19.71 acres<br>Third Parcel: Part of the Southwest Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, containing 28.40 acres |                     |                  |                   |               |
| Dorothy S. Tussing and L. Benton Tussing, husband and wife | Marie Baber                         | 8/13/1951   | 08/21/1951 3:59 PM  | Vol. 432, Pg 560 | \$8.25 doc stamps | Warranty Deed |
|  |                                     | Fee Simple, Full Interest<br>State of Ohio, County of Licking, Township of Etna<br>First Parcel: Part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, containing 19.74 acres, more or less<br>Second Parcel: Part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, containing 19.71 acres<br>Third Parcel: Part of the Southwest Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, containing 28.40 acres |                     |                  |                   |               |

AUDITOR'S PARCEL NUMBER(S) 012-027450-01.000, 010-017448-00.000, 012-027450-00.000

CRS Fairfield 00070 .000

PARCEL 047E

PID 96808

|  |                    |  |                     |                  |                   |                 |
|--|--------------------|--|---------------------|------------------|-------------------|-----------------|
| L. Benton Tussing                                      | Dorothy S. Tussing | 7/13/1946  | 07/16/1946 10:44 AM | Vol. 381, Pg 217 | exempt            | Quit Claim Deed |
|  |                    | Fee Simple, Full Interest<br>County of Licking, State of Ohio, Township of Etna<br>Parcel One: Part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, containing 19.71 acres<br>Parcel Two: Part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, containing 19.74 acres, more or less<br>Parcel Four: Part of the Southwest Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, containing 28.40 acres<br><br>*Affidavit was filed in Vol. 733, Pg 351 stating L. Benton Tussing was the husband of Dorothy S. Tussing at the time execution of the deed recorded in Vol. 381, Pg 217 |                     |                  |                   |                 |
| Rexford L. Young and Martha S. Young, husband and wife | L. Benton Tussing  | 5/12/1946  | 06/05/1946 10:37 AM | Vol. 379, Pg 389 | \$2.20 doc stamps | Warranty Deed   |
|  |                    | Fee Simple, Full Interest<br>County of Licking, State of Ohio, Township of Etna<br>Part of the Southwest Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, containing 28.40 acres   |                     |                  |                   |                 |
| Ralph V. Darby and Myrtle M. Darby, husband and wife   | L. Benton Tussing  | 12/9/1938  | 12/16/1938 9:18 AM  | Vol. 331, Pg 275 | \$1 doc stamps    | Warranty Deed   |
|  |                    | Fee Simple, Full Interest<br>County of Licking, State of Ohio, Township of Etna<br>Part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, containing 19.71 acres   |                     |                  |                   |                 |
| Ralph Darby and Myrtle M. Darby, husband and wife      | L. Benton Tussing  | 1/31/1938  | 02/05/1938 9:38 AM  | Vol. 327, Pg 281 | \$1 doc stamps    | Warranty Deed   |
|  |                    | Fee Simple, Full Interest<br>County of Licking, State of Ohio, Township of Etna<br>Part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands, metes and bounds, containing 19.74 acres, more or less   |                     |                  |                   |                 |

**Entity#:** 4036774  
**Filing Type:** DOMESTIC LIMITED LIABILITY COMPANY  
**Original Filing Date:** 06/06/2017  
**Location:** ---  
**Business Name:** FISH BELLY LLC  
  
**Status:** Active  
**Exp. Date:** -

## Agent/Registrant Information

DOUG FOSNAUGH  
261 COUNTY RD 170  
MARENGO OH 43334  
06/06/2017  
Active

## Filings

| Filing Type                                     | Date of Filing | Document ID  |
|---|----------------|--------------|
| OHIO LLC - ARTICLES OF ORGANIZATION             | 06/06/2017     | 201715704430 |
| FICTITIOUS NAME/ORIGINAL FILING                 | 06/19/2018     | 201817003802 |
| TRADE NAME/ORIGINAL FILING                      | 04/21/2021     | 202111105422 |
| AGENT ADDRESS CHANGE/LIMITED/LIABILITY/PARTNERS | 02/07/2022     | 202203807334 |
| AGENT ADDRESS CHANGE/LIMITED/LIABILITY/PARTNERS | 01/07/2025     | 202500705070 |

Fri Mar 07 2025

UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF SECRETARY OF STATE

*I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.*



*Witness my hand and the seal of the  
Secretary of State at Columbus,  
Ohio this 7th of March, A.D. 2025*

*Ohio Secretary of State*

A handwritten signature in blue ink, reading "Frank LaRose".

DESCRIPTION APPROVED  
JARED N. KNERR  
LICKING COUNTY ENGINEER

Approved By BS Sep 05, 2023

16200000200000014000 16200000200000012000

16200000200000018000 16200000200000013000

TRANSFERRED

Sep 05, 2023  
Michael L. Smith  
LICKING COUNTY AUDITOR  
SEC 319.902 COMPLIED WITH  
MICHAEL L. SMITH  
By: CR 1020.00

|                         |                     |
|-------------------------|---------------------|
| InstrID:202309050016101 | 9/5/2023            |
| Pages:7                 | F: \$74.00 11:56 AM |
| Bryan A. Long           | T20230017768        |
| Licking County Recorder |                     |

## GENERAL WARRANTY DEED

*Carroll Brown, unmarried*, for valuable consideration paid, grants with general warranty covenants to *Fish Belly LLC, an Ohio Limited Liability Company*, whose tax mailing address is \_\_\_\_\_, the following real property:

*Situated in the State of Ohio, County of Licking, and in the Township of Etna and being further described and delineated in the Exhibit "A" incorporated herein by reference.*

Prior Deed Reference: *Instrument Number 201311050027379 and Book 748, Page 120, Recorder's Office, Licking County, Ohio*  
Also known as: *16571 Taylor Road Southwest, Reynoldsburg, OH 43068*  
Auditor's Parcel No.: *012-027450-01.000 & 012-027450-00.000 & 010-017448-00.000*

Excepting conditions, easements, restrictions, rights of way and zoning and other governmental regulations of record and taxes and assessments not yet due and payable which Grantees assume and agree to pay as a part of the consideration herein.

Executed this 24th day of July, 2023.

*Carroll Brown*  
*Dennis Brown attorney in fact*  
Carroll Brown by Dennis Brown, his  
Attorney-In-Fact

State of Florida  
County of Lake SS:

The foregoing instrument was acknowledged before me this 24th day of July 2023, by Dennis Brown, as attorney-in-fact for Carroll Brown. *who provided 72 Davis Avenue as identification*

*Veronica Harrison*  
NOTARY



Prepared by Laurie R. Wells, Esq. through  
Hayes Law Offices, Inc. LPA  
195 E. Broad Street, P.O. Box 958  
Pataskala, Ohio 43062



| PRE-APPROVAL                                 |                                      |
|--|--------------------------------------|
| LICKING COUNTY ENGINEER                      |                                      |
| APPROVED <input checked="" type="checkbox"/> | CONDITIONAL <input type="checkbox"/> |
| APPROVED BY:                                 | <i>[Signature]</i>                   |
| DATE:  | 8-21-23                              |

**PAUL J. BOESHART, Professional Land Surveyor**  
**Email:** [pjboeshart@hotmail.com](mailto:pjboeshart@hotmail.com)

**94 CANYON VILLA DRIVE**  
**Hebron, OH 43025**

**Ph: 740-928-4130**

August 15, 2023

**Job No. 23-7803**

**PARCEL A – All of Parcel No. 012-027450-01.000 – 0.799 Acres**

The parcel herein described is known as being a part of the same lands conveyed to **Carroll Brown** as described in Deed Volume 748 on Page 120 found recorded in the Licking County Recorder's Office in Newark, Ohio and is situated in and being a part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);

**Thence**, with the south line of Lot 24, **North 86 degrees 33 minutes 17 seconds West, 82.27 feet** to an existing 1/2" iron pipe;

**Thence**, with the lines of Bradley A. Gosnell, Tr. (Gosnell Keystone Inheritance Trust – Instr. No. 200911170014929), the following (2) two courses:

- 1.) **South 33 degrees 51 minutes 27 seconds West, 636.39 feet** to a point;
- 2.) **Thence, North 85 degrees 52 minutes 12 seconds West, 860.93 feet** to a point, referenced by an existing 1/2" iron pipe bearing North 72 degrees 13 minutes 39 seconds East, 6.05 feet therefrom and an existing 1" square iron pin bearing North 23 degrees 29 minutes 48 seconds East, 5.68 feet therefrom;

**Thence**, with the east line of Gerald & Debra Saffo (Instr. No. 200512220040456) and Robert A. Gill, Tr. (Instr. No. 200005160015386), **South 4 degrees 24 minutes 29 seconds West, 615.61 feet** to an existing 5/8" iron pin and the **True Point of Beginning** for the herein described parcel;

**Thence**, with the lines of Carroll Brown (Instr. No. 201311050027379), the following (3) three courses:

- 1.) **South 85 degrees 55 minutes 26 seconds East, 290.60 feet** to an existing 5/8" iron pin;
- 2.) **Thence, South 4 degrees 57 minutes 57 seconds West, 120.00 feet** to an existing 5/8" iron pin;
- 3.) **Thence, North 85 degrees 55 minutes 26 seconds West, 289.96 feet** to an existing 1/2" iron pipe;

**Thence**, with the east line of Roberta A. Gill, Tr. (Instr. No. 200005160015386), **North 4 degrees 39 minutes 34 seconds East, 119.93 feet** to the **True Point of Beginning**.

**Containing 0.799 Acres** and being subject to all legal roads, easements, and restrictions of record.

**PARCEL B – All of Parcel No. 012-027450-00.000 – 15.313 Acres and**

The parcel herein described is known as being a part of the same lands conveyed to **Carroll Brown** as described in Instrument No. 201311050027379 found recorded in the Licking County Recorder's Office in Newark, Ohio and is situated in and being a part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);

**Thence**, with the south line of Lot 29, 30 & 31 of the said Brookmeadow Park No. 2 Subdivision, **South 86 degrees 33 minutes 17 seconds East**, passing an existing 5/8" iron pin at 229.73 feet and 429.85 feet, a total distance of **693.14 feet** to an existing stone corner;

**Thence**, leaving the said Subdivision, **South 3 degrees 33 minutes 24 seconds West**, **4.45 feet** to an existing 5/8" iron pin on the north line of Interstate 70, 150.00 feet left of Highway Station 251+27.17;

**Thence**, with the north line of Interstate 70, **South 50 degrees 09 minutes 44 seconds West**, **508.19 feet** to an existing 3/4" iron pipe;

**Thence**, leaving the said line of Interstate 70 and along the lines of Carroll Brown (Instr. No. 201311050027379 – Parcel No. 010-017448-00.000), the following (5) five courses:

- 1.) **North 87 degrees 33 minutes 17 seconds West**, **440.77 feet** to an existing 5/8" iron pin;
- 2.) **Thence, South 32 degrees 12 minutes 10 seconds West**, **314.17 feet** to an existing 5/8" iron pin;
- 3.) **Thence, South 48 degrees 32 minutes 18 seconds West**, **222.92 feet** to an existing 5/8" iron pin;
- 4.) **Thence, North 86 degrees 52 minutes 12 seconds West**, **486.20 feet** to an existing 5/8" iron pin;
- 5.) **Thence, South 4 degrees 24 minutes 29 seconds West**, **486.09 feet** to a point on the north line of Interstate 70, 150.00 feet left of Highway Station 123+43.48;

**Thence**, on a curve to the right, Curve Data: Delta = 0 degrees 25 minutes 15 seconds, Radius = 5570.56 feet, Arc = 40.92 feet, **South 64 degrees 50 minutes 08 seconds West**, **40.92 feet** to an existing 5/8" iron pin, 150.00 feet left of Highway Station 123+02.56 at the intersection with the line between Licking and Fairfield Counties and on the south line of Section 16;

**Thence**, with the said County Line, **North 85 degrees 36 minutes 07 seconds West**, **321.22 feet** to an existing 1/2" iron pipe;

**Thence**, with the east line of Roberta A. Gill, Trustee (Instr. No. 200005160015386), **North 2 degrees 59 minutes 30 seconds East**, **22.28 feet** to an existing 1/2" iron pipe;

**Thence**, with the lines of Carroll Brown (D.V. 748 Pg. 120), the following (3) three courses:

- 1.) **South 85 degrees 54 minutes 45 seconds East**, **289.96 feet** to an existing 5/8" iron pin;
- 2.) **Thence, North 4 degrees 57 minutes 57 seconds East**, **120.00 feet** to an existing 5/8" iron pin;
- 3.) **Thence, North 85 degrees 55 minutes 26 seconds West**, **290.60 feet** to an existing 5/8" iron pin on the east line of the said Roberta A. Gill, Trustee parcel;

**Thence**, with the east line of Roberta A. Gill, Tr. (Instr. No. 200005160015386), **North 4 degrees 24 minutes 29 seconds East**, **615.61 feet** to an existing 5/8" iron pin;

**Thence**, with the lines of Fradley A. Gosnell, Tr. (Gosnell Keystone Inheritance Trust – Instr. No. 200911170024929), the following (2) two courses:

- 1.) **South 85 degrees 52 minutes 12 seconds East**, **860.93 feet** to a point, referenced by an existing 1/2" iron pipe bearing North 72 degrees 13 minutes 39 seconds East, 6.05 feet therefrom and an existing 1" square iron pin bearing North 23 degrees 29 minutes 48 seconds East, 5.68 feet therefrom;
- 2.) **Thence, North 33 degrees 51 minutes 27 seconds East**, **636.39 feet** to an existing 1/2" iron pipe on the south line of Lot 24 in Brookmeadow Park No. 2 (Plat Book 7 page 114);

**Thence**, with the south line of Lot 24 inf the said Brookmeadow Park No. 2 Subdivision, **South 86 degrees 33 minutes 17 seconds East, 82.27 feet to the Point of Beginning.**

**Containing 15.313 Acres** and being subject to all legal roads, easements, and restrictions of record.

**PARCEL C – Part of Parcel No. 010-017448-00.000 – 4.908 Acres**

The parcel herein described is known as being a part of the same lands conveyed to **Carroll Brown** as described in Instrument No. 201311050027379 found recorded in the Licking County Recorder's Office in Newark, Ohio and is situated in and being a part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);

**Thence**, with the south line of Lot 29, 30 & 31 of the said Brookmeadow Park No. 2 Subdivision, **South 86 degrees 33 minutes 17 seconds East**, passing an existing 5/8" iron pin at 229.73 feet and 429.85 feet, a total distance of **693.14 feet** to an existing stone corner and the **True Point of Beginning**;

**Thence**, with the east line of Lots 32, 33, 34 & 35 of the said Subdivision, **North 3 degrees 54 minutes 02 seconds East**, passing an existing 5/8" iron pin at 234.70 feet and 434.65 feet, a total distance of **642.74 feet** to an existing 5/8" iron pin;

**Thence**, with the south line of Helega Satiba LLC (Instr. No. 201003290005717), Palm Farms LLC (Instr. No. 202108260025843) and Kenton Fairchild II (Instr. No. 202303200004718), **South 84 degrees 46 minutes 59 seconds East, 660.89 feet** to an existing 5/8" iron pin on the north line of Interstate 70, 150.00 feet left of Highway Station 260+41.46;

**Thence**, with the north line of Interstate 70, **South 50 degrees 10 minutes 17 seconds West, 914.30 feet** to an existing 5/8" iron pin, 150.00 feet left of Highway Station 251+27.17;

Thence, leaving the said road, **North 3 degrees 33 minutes 24 seconds East, 4.45 feet** to the **True Point of Beginning**.

**Containing 4.908 Acres** and being subject to all legal roads, easements, and restrictions of record.

**PARCEL D – All of Parcel No. 010-017448-00.000 – 7.613 Acres and**

The parcel herein described is known as being a part of the same lands conveyed to **Carroll Brown** as described in Instrument No. 201311050027379 found recorded in the Licking County Recorder's Office in Newark, Ohio and is situated in and being a part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);

**Thence**, with the south line of Lot 29, 30 & 31 of the said Brookmeadow Park No. 2 Subdivision, **South 86 degrees 33 minutes 17 seconds East**, passing an existing 5/8" iron pin at 229.73 feet and 429.85 feet, a total distance of **693.14 feet** to an existing stone corner;

**Thence**, leaving the said Subdivision, **South 3 degrees 33 minutes 24 seconds West, 4.45 feet** to an existing 5/8" iron pin on the north line of Interstate 70, 150.00 feet left of Highway Station 251+27.17;

**Thence**, with the north line of Interstate 70, **South 50 degrees 09 minutes 44 seconds West, 508.19 feet** to an existing 3/4" iron pipe and the **True Point of Beginning** for the herein described **7.613 acres**;

**Thence**, continuing with the said road line, **South 50 degrees 09 minutes 44 seconds West, 151.46 feet** to an existing 5/8" iron pin at the point of tangency, 150.00 feet left of Highway Station 137+88.59;

**Thence**, on a curve to the right, Curve Data: Delta = 14 degrees 27 minutes 46 seconds, Radius = 5570.56 feet, Arc = 1406.15 feet, **South 57 degrees 23 minutes 37 seconds West, 1402.42 feet** to a point, 150.00 feet left of Highway Station 123+43.48, referenced by an existing 5/8" iron pin bearing South 64 degrees 50 minutes 08 seconds West, 40.92 feet therefrom;

**Thence**, leaving the said line of Interstate 70 and along the lines of Carroll Brown (Instr. No. 201311050027379 – Parcel No. 012-027450-00.000), the following (5) five courses:

- 1.) **North 4 degrees 24 minutes 29 seconds East, 486.09 feet** to an existing 5/8" iron pin;
- 2.) **Thence, South 86 degrees 52 minutes 12 seconds East, 486.20 feet** to an existing 5/8" iron pin;
- 3.) **Thence, North 48 degrees 32 minutes 18 seconds East, 222.92 feet** to an existing 5/8" iron pin;
- 4.) **Thence, North 32 degrees 12 minutes 10 seconds East, 314.17 feet** to an existing 5/8" iron pin;

**Thence, South 87 degrees 33 minutes 17 seconds East, 440.77 feet** to the **True Point of Beginning**.

**Containing 7.613 Acres** and being subject to all legal roads, easements, and restrictions of record.

**ALSO, A 16' ACCESS EASEMENT** from Taylor Road (Township Road 219 – 50' R/W) in Violet Township, Fairfield County through Fairfield Co. Parcel No. 012-027450-00.000

The access easement herein described is known as being a part of the same lands conveyed to **Birch Homes LLC** as described in Instrument No. 202200020121 found recorded in the Fairfield County Recorder's Office in Lancaster, Ohio and is situated in and being a part of Section 21 in Violet Township, Township 16 North in Range 20 West in the Refugee Lands of Fairfield County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision in Licking County (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);

**Thence**, with the south line of Lot 24, **North 86 degrees 33 minutes 17 seconds West, 82.27 feet** to an existing 1/2" iron pipe;

**Thence**, with the lines of Bradley A. Gosnell, Tr. (Gosnell Keystone Inheritance Trust – Instr. No. 200911170014929), the following (2) two courses:

- 1.) **South 33 degrees 51 minutes 27 seconds West, 636.39 feet** to a point;
- 2.) **Thence, North 85 degrees 52 minutes 12 seconds West, 860.93 feet** to an existing 5/8" iron pin;

**Thence**, with the east line of Gerald & Debra Saffo (Instr. No. 200512220040456) and Robert A. Gill, Tr. (Instr. No. 200005160015386), **South 4 degrees 24 minutes 29 seconds West, 615.61 feet** to an existing 5/8" iron pin;

**Thence**, continuing with the east line of the Gill parcel, **South 4 degrees 39 minutes 34 seconds West, 119.93 feet** to an existing 1/2" iron pipe;

**Thence, South 2 degrees 59 minutes 30 seconds West, 22.28 feet** to an existing 1/2" iron pipe on the line between Licking and Fairfield Counties, the same being the north line of Section 21 and the south line of Section 26;

**Thence, with the said county line, South 85 degrees 36 minutes 07 seconds East, 15.50 feet** to the center of the existing driveway, the centerline of the 16' easement and the **True Point of Beginning** for the herein described **16' Access Easement**;

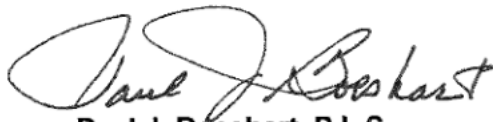
**Thence**, through the Birch Homes LLC parcel with the centerline of the 16' easement, said easement being 8 feet on either side of the centerline of said easement, the following (10) ten courses:

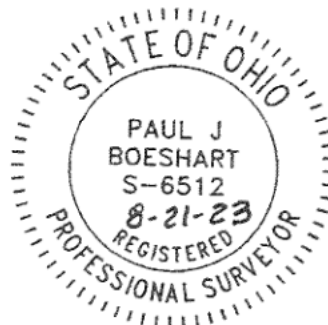
- 1.) **South 58 degrees 24 minutes 20 seconds West, 47.05 feet** to a point;
- 2.) **Thence, South 74 degrees 37 minutes 07 seconds West, 80.27 feet** to a point;
- 3.) **Thence**, on a curve to the left, Curve Data: Delta = 17 degrees 42 minutes 33 seconds, Radius = 200.00 feet, Arc = 61.82 feet, **South 65 degrees 45 minutes 51 seconds West, 61.57 feet** along the chord to a point;
- 4.) **Thence, South 56 degrees 54 minutes 34 seconds West, 160.01 feet** to a point;
- 5.) **Thence**, on a curve to the left, Curve Data: Delta = 22 degrees 58 minutes 37 seconds, Radius = 200.00 feet, Arc = 80.20 feet, **South 45 degrees 25 minutes 16 seconds West, 79.67 feet** along the chord to a point;
- 6.) **Thence, South 33 degrees 55 minutes 57 seconds West, 29.46 feet** to a point;
- 7.) **Thence**, on a curve to the right, Curve Data: Delta = 42 degrees 38 minutes 41 seconds, Radius = 200.47 feet, Arc = 149.21 feet, **South 55 degrees 15 minutes 18 seconds West, 145.79 feet** along the chord to a point;
- 8.) **Thence, South 76 degrees 36 minutes 36 seconds West, 86.30 feet** to a point;
- 9.) **Thence**, on a curve to the right, Curve Data: Delta = 9 degrees 45 minutes 23 seconds, Radius = 201.70 feet, Arc = 34.34 feet, **South 81 degrees 29 minutes 18 seconds West, 34.30 feet** along the chord to a point;
- 10.) **Thence, South 86 degrees 22 minutes 31 seconds West, 52.13 feet** to the terminal point on the east line of Taylor Road (50' R/W).

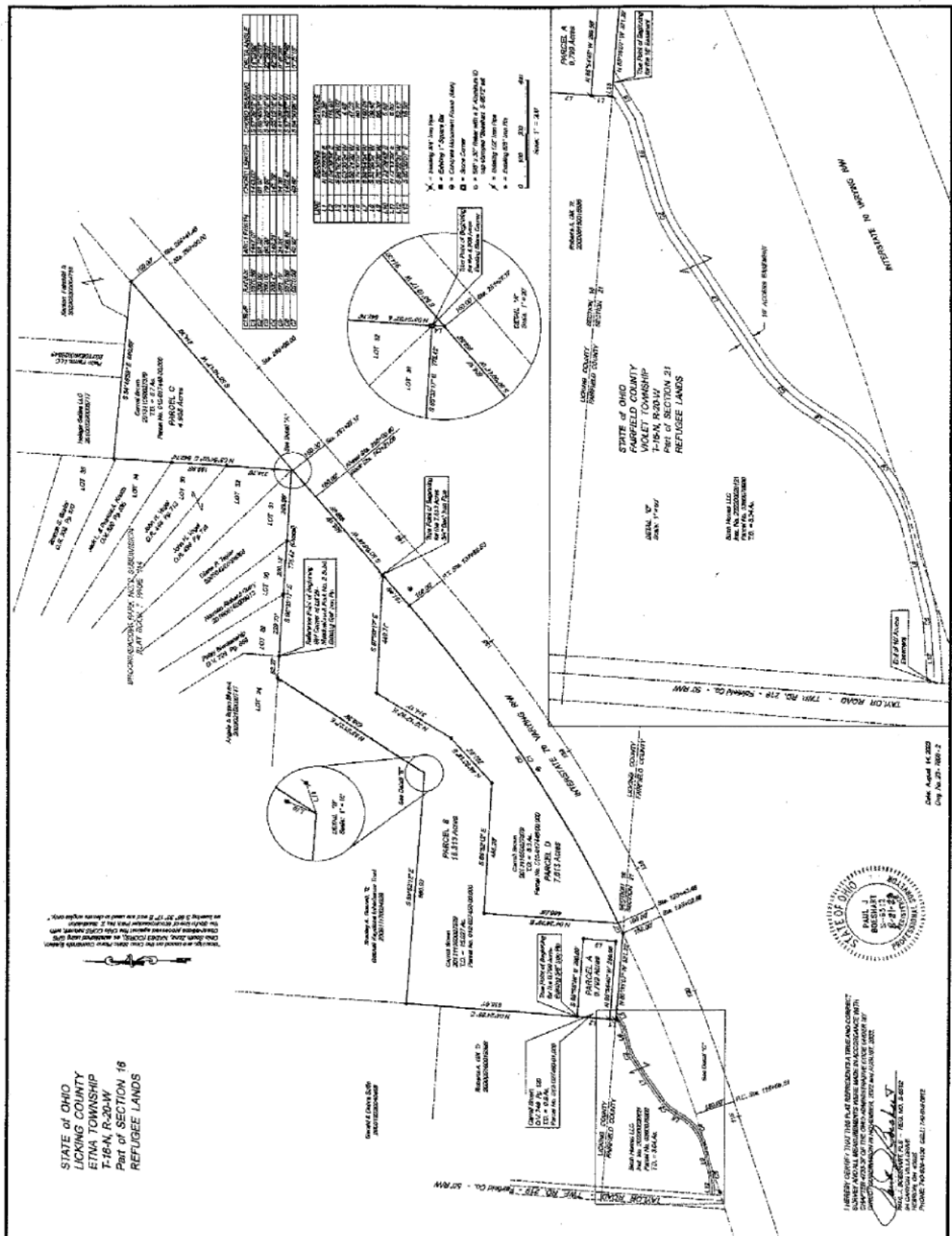
"**Bearings** are based on the Ohio State Plane Coordinate System, Ohio South Zone, NAD83 (CORS), as established using GPS Observations processed against the Ohio CORS network, with the south line of Brookmeadow Park No. 2 Subdivision as bearing **South 86 degrees 33 minutes 17 seconds East**, and are used to denote angles only."

All iron pins set are 5/8" x 30" Re-bar with a 2" Aluminum ID cap stamped "Paul J. Boeshart S-6512".

I, **Paul J. Boeshart**, (Reg. No. S-6512), hereby certify that the above description represents a true and correct survey and all measurements were made under my direct supervision in accordance with Chapter 4733-37 of the Ohio Administration Code in July, 2023.

  
**Paul J. Boeshart, P.L.S.**  
**Registration No. S-6512**





CONDITIONAL APPROVAL FOR THIS TRANSFER  
CORRECTION REQUIRED FOR NEXT TRANSFER  
WILLIAM G. LOZIER, LICKING COUNTY ENGINEER

W.-11-4-13 - POOR BEGINNING  
REF. POINTS & NO  
REMAINING ACCREAGES AFTER  
EXCEPTIONS



201311050027379

Pgs: 4 \$44.00 T20130029945  
11/05/2013 11:16AM MEPVALMER LAN  
Bryan A. Long  
Licking County Recorder

TRANSFERRED  
Date NOVEMBER 5, 2013  
Michael L. Smith  
Licking County Auditor TU  
SEC. 319.202 COMPLIED WITH  
MICHAEL L. SMITH, AUDITOR  
BY TU 250.50

## DEED OF TRUSTEE

Eugene R. Krumm, Jr. and Sharon Lee Jackson, Trustees, by the power conferred by the Eugene Krumm Trust and the Vera Krumm Trust, both dated 7/28/88, both Amended 11/25/88, and every other power, for One Dollar paid, grants, with fiduciary covenants, to **Carroll Brown**, whose tax-mailing address is

10571 TAYLOR ROAD SW REYNOLDSBURG OHIO 43068

the following real property:

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

Known as: 0 Taylor Road, Reynoldsburg, Ohio 43068  
Parcel No. 012-027450-00.000 and 010-017448-00.000

Prior Instrument Reference: Official Record 309, Page 406 and Official Record 309, Page 410, Recorder's Office, Licking County, Ohio.

Subject to conditions, restrictions and easements, if any, contained in prior instruments of record. Except taxes and assessments, if any, now a lien and thereafter due and payable.

Eugene Krumm Trust and Vera Krumm  
Trust, both dated 7/28/88, both  
Amended 11/25/88

Eugene R. Krumm, Jr. Trustee  
Eugene R. Krumm, Jr., Trustee

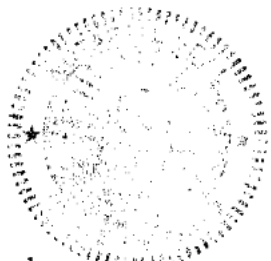
Sharon Lee Jackson, Trustee  
Sharon Lee Jackson, Trustee

52130660  
VALMER LAND TITLE AGENCY BOX

State of Ohio  
County of Fairfield, SS:

The foregoing instrument was acknowledged before me this October 23, 2013, by Eugene R. Krumm, Jr. and Sharon Lee Jackson, Trustees of the Eugene Krumm Trust and the Vera Krumm Trust, both dated 7/28/88, both Amended dated 11/25/88.

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



MONICA R. MERRIMAN  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 5-09-14

Monica R. Merriman  
NOTARY PUBLIC

This document was prepared by:  
Rhett A. Plank, Esq.  
811 Green Crest Drive #50  
Westerville, Ohio 43081  
File No. 52130660



16200000200000012000





16200000200000018000

**Exhibit "A"**  
**Legal Description**  
**For File: 52130660**

**PARCEL I:**

Real estate situated in the County of Licking in the State of Ohio, and in the Township of Etna and bounded and described as follows:

Being a part of the Southwest Quarter Section 16, Township 16, Range 20, Refugee Lands; also being part of a certain 17.96 acre tract as the same is shown of record in Deed Book 572, page 313, record of the Recorder's Office Licking County, Ohio, and being more particularly described as follows:

Beginning at an iron pin in the line between Licking and Fairfield Counties, same iron pin being at the southwesterly corner of the above mentioned 17.96 acre tract; thence from said point of beginning, N 8° 32' 14" E. and along the westerly line of said tract a distance of 758.34 ft. to an iron pin at the northwesterly corner of said tract, same iron pin also being the southwesterly corner of a certain 12.896 acre tract and in the easterly line of a certain 10.4 acre tract shown of record in Deed Book 499, page 303 of the aforementioned records; thence S. 81° 44' 39" E. and along the northerly line of said 17.96 acre tract and the southerly line of the above mentioned 12.896 acre tract a distance of 860.52 ft. to an iron pin; thence N. 38° 01' 50" E. and along a line of said 17.96 acre tract and the easterly line of the aforementioned 12.896 acre tract, a distance of 636.62 ft. to an iron pin; thence S. 82° 25' 59" E. and along the northerly line of said 17.96 acre tract, a distance of 775.60 ft. to a stone; thence S 7° 34' 01" W. and along the easterly line of said 17.96 acre tract, a distance of 4.10 ft. to the northwesterly right-of-way line of Interstate I-70; thence S. 54° 16' 30" W. and along said limited access right-of-way line of Interstate I-70, a distance of 508.19 ft. to an iron pin in the southerly line of said 17.96 acre tract; thence N. 82° 31' 23" W. and along the line of said 17.96 acre tract, a distance of 440.77 ft. to an iron pin; thence S. 37° 6' 56" W. and continuing along the line of said 17.96 acre tract a distance of 309.41 ft. to an iron pin; thence S. 53° 59' 57" W. and continuing along the line of said 17.96 acre tract, a distance of 222.92 ft. to an iron pin; thence N. 84° 48' 43" W. and continuing along the line of said 17.96 acre tract, a distance of 486.20 ft. to an iron pin; thence S. 8° 14' 58" W. and along the line of said 17.96 acre tract, a distance of 486.09 ft. to a point in the northwesterly limited access right-of-way of Interstate I-70, same point being N. 8° 14' 58" W. a distance of 20.12 ft. from a corner to said 17.96 acre tract; thence in a southwesterly direction and along the northwesterly limited access right-of-way to Interstate I-70 and along a curve bearing to the right having a radius of 5579.58 ft., the long chord which bears S. 68° 56' 51" W. a distance of 40.92 ft. to a point in the southerly line of said 17.96 acre tract and in the line between Licking and Fairfield Counties, same point being N. 81° 34' 03" W. a distance of 33.59 ft. from a corner to said 17.96 acre tract; thence N. 81° 34' 03" W. and along the southerly line of the said 17.96 acre tract and along the line between Licking and Fairfield Counties, a distance of 321.29 ft. to the point of beginning and containing 15.827 acres; subject to all easements and restrictions shown of record; together with all rights, title and interest of the Grantor in an easement extending westerly from the above described, for the purpose of ingress and egress, said easement being shown of record in Deed Book 250, page 123, Fairfield County, Ohio Records.

**EXCEPT THE FOLLOWING:**

Situated in the Township of Etna, County of Licking, State of Ohio, and in Section 16, Town 16N, Range 20W, Refugee Tract and bounded and described as follows:

Being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, and recorded in Book 8, Pages 173 and 174, of the records of Licking County and being located within the following described points in the boundary thereof:

Beginning at a point in the Grantor's Southeasterly property corner and in the Licking-Fairfield County line, said point being 133.49 feet left of the radially from Station 123 + 32.34 in the centerline of a survey made in 1964 by the Ohio Department of Highways of Interstate Route No. 70, Section 0.33, in Licking County; thence, westerly along said property line and county line to a point 150.00 feet left of the radially from Station 123 + 02.17; thence, Northeasterly following a curve to the left having a radius of 5,579.58 feet to a point in the Grantor's Easterly property line, said point being 150.00 feet left of and radially from Station 123 + 41.76; thence, Southerly following Grantor's Easterly property line to the point of beginning, containing 0.01 acres, more or less and being known as Parcel No. 406 WL.

**AND ALSO EXCEPTING THE FOLLOWING:**

Being a parcel of land lying on the right and left sides of the centerline of a survey made by the





16200000200000013000

Department of Highways and recorded in Book 8, Pages 173 and 174, of the records of Licking County, and being more particularly described as follows:

Beginning at a point in the Grantors' Southeasterly property corner, said point being 106.64 feet right of Station 142 + 13.31 in the centerline of a survey made in 1964 by the Ohio Department of Highways of Interstate Route No. 70, Section 0.33, in Licking County; thence, Westerly with the Grantors' South property line to a point 150.00 feet left of Station 139 + 40.61, crossing said centerline of survey at Station 141 + 00.00; thence, Northeasterly, passing through a point 150.00 feet left of equation Station 143 + 21.06 (Back) equals Station 250 + 00.00 (Ahead), to a point in the Grantors' Easterly property line, said point being 150.00 feet left of Station 251 + 26.14; thence, Southerly with said Easterly property line, passing through a point 11.59 feet left of said Station equation and crossing said centerline at Station 143 + 10.50, to the point of beginning, containing 1.50 acres, more or less and also known as Parcel No. 406 WL-1.

**Excepting and reserving** to the Grantors, their heirs, executors, and administrators, all the oil and gas, which the Grantors own or have the right to dispose of, that may underlie this above described lands, provided however that no drilling or storage operations will eventuate upon the surface of the above described lands.

**PARCEL II:**

ALSO, situated in the State of Ohio, County of Licking, Township of Etna and bounded and described as follows:

**TRACT ONE:**

Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands and further described as follows:

Beginning at a point in the North property line of the Second Parcel as described in Deed Book 464, Page 560 to these Grantees, where the Northerly right-of-way line of Interstate Highway I-70 intersects said North property line; thence Westerly, along the North property line of said Parcel and the North property line of the first Parcel described in said Deed to the Northwest corner of said First Parcel, a distance of 665 feet; thence in a southerly direction along the West property line of said Parcel 1 to a point where said West property line intersects the Northerly right-of-way line of the aforesaid Interstate Highway I-70; thence, along the Northerly right-of-way line of said Interstate Highway I-70, Northeasterly to the point of beginning, said tract containing 5.7 acres, more or less.

It is the intention of the Grantor herein to convey all of that portion of said Parcels I and II as described in Deed Book 464, Page 560, Licking County, Ohio records which lie Northerly and Westerly of the aforementioned Interstate Highway I-70, to the; Grantee herein.

**TRACT TWO:**

Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands and further described as follows:

Beginning at a point in the Westerly property line of the tract described as Parcel III in Deed Book 464, Page 560, Licking County, Ohio, records in which the Grantor herein was the Grantee and the intersection of the Northerly right-of-way line of Interstate Highway I-70, said point being also a corner of the premises already owned by the Grantees herein; thence Northerly along said Westerly line and the common line between the lands of the Grantor and the Grantees herein, a distance of 488.09 feet to a point; thence continuing along the common line of the Grantor and the Grantee herein North 86°43' East, 494 feet to an iron pin; thence North 46° East, 224.8 feet to an iron pin; thence North 28° 45' East, 306.7 feet to an iron pin; thence North 89° 45' East, 440.77 feet to a corner of the premises owned by the Grantee herein and the intersection of the Northerly line of Grantor's Third Parcel with the Northerly right-of-way line of Interstate Highway I-70; thence Southwesterly along the Northerly right-of-way line of said Interstate Highway I-70, to the point of beginning, containing 8.3 acres, more or less.

It being the intention of the Grantors herein to convey to the Grantees herein all of that portion of the Third Parcel which was conveyed to the Grantors herein in Deed Book 464, Page 560, Licking County, Ohio records which lies Northwesterly of the said Interstate Highway I-70.

**EXCEPT the following real estate situated in the County of Licking in the State of Ohio, and in the Township of Etna and bounded and described as follows:**

Being a part of the Southwest Quarter Section 16, Township 16, Range 20, Refugee Lands, also being part of a certain 17.96 acre tract as the same is shown of record in Deed Book 572, page 313, records of Recorder's Office, Licking County, Ohio, and being more particularly described as follows:

Commencing at an iron pin in the line between Licking and Fairfield Counties same iron pin being at the Southwesterly corner of the 17.96 acre tract; thence North 8° 32' 14" East, along the westerly line of said tract, a distance of 22.22 feet to an iron pin which is the beginning point for Lot No. 1; thence North 8° 32' 14" East, along the above mentioned westerly line of said tract, a distance of 120.00 feet to an iron pin; thence South 81° 28' 46" East, a distance of 290.00 feet (passing an iron pin 100.08 feet), to an iron pin; thence South 8° 32' 14" West a distance of 120 feet to an iron pin; thence South 81° 28' 46" West a distance of 290.00 feet to the place of beginning, containing 0.80 acres, more or less.

A right-of-way in common with Seller, his heirs and assigns, in and to a 16 foot driveway easement over the adjacent property to the south of Seller's property which provides ingress and egress from Taylor Road to the subject premises.

Known As: 0 Taylor Rd., Reynoldsburg, OH 43068  
Parcel No. 012-027450-00.000

## QUIT CLAIM DEED TO TRUSTEES

Eugene R. Krumm, married, grantor, of Franklin, Ohio, for valuable consideration paid, hereby grants to the grantees, Eugene R. Krumm, Jr., Sharon Lee Jackson, and Vera M. Krumm, trustees, their successors and assigns, whose tax mailing address is 3900 Blucklick Road NW, Baltimore OH 43105 his undivided one-half interest in the following real estate situated in Licking County, Ohio:

THE LEGAL DESCRIPTION IS ATTACHED AND INCORPORATED BY REFERENCE  
AS APPENDIX A.

Any one grantee named in this deed acting alone may convey, mortgage, encumber, rent, or in any way deal with this real estate. No person shall require the signature of more than one grantee, nor inquire into the authority of any grantee acting alone to execute any deed, mortgage, or other instrument in connection with this real estate. Any instrument executed and delivered by any one grantee shall be conclusive evidence that the grantee acting alone is authorized to execute and deliver the instrument.

No person need see to the application of the proceeds of any sale, rentals, mortgage, pledge, or other conduct of any grantee acting alone as to this real estate. A simple receipt, release, or any other instrument by any one grantee acting alone shall be a complete discharge of the payor.

Vera M. Krumm, the grantor's spouse, executes this deed to release her rights of dower in the premises.

This instrument was signed at Franklin County, Ohio, on ~~November~~ <sup>Oct</sup> 26 1988.

Signed in the presence of  
the following witnesses:

[Signature]

[Signature]

State of Ohio  
County of Franklin, ss:

Eugene R. Krumm by Vera M. Krumm  
Eugene R. Krumm  
Vera M. Krumm  
Vera M. Krumm

The foregoing instrument was acknowledged before me on ~~November~~ <sup>Oct</sup> 26 1988, by Vera M. Krumm, individually, and by Vera M. Krumm as attorney in fact for Eugene R. Krumm.

Vera M. Krumm, as attorney in fact, being first duly sworn, states she has no knowledge of revocation by the principal nor of revocation by death or adjudged incompetency of the principal.

[Signature]  
Notary Public - Attorney at Law  
My commission has no expiration date

THIS INSTRUMENT WAS PREPARED BY:

NAREN BISWAS, LAWYER  
6504 EAST MAIN STREET  
REYNOLDSBURG, OHIO 43068-2319

-2-

ACCEPTANCE

The undersigned grantees acknowledge delivery and acceptance of this deed to them on the dates set after their signature.

Eugene R. Krumm, Jr.  
Eugene R. Krumm, Jr.

Vera M. Krumm  
Vera M. Krumm

Sharon Lee Jackson  
Sharon Lee Jackson

rr

APPENDIX 1  
LEGAL DESCRIPTION

Real estate situated in the County of Licking in the State of Ohio, and in the Township of Etna and bounded and described as follows:

Being a part of the Southwest Quarter Section 16, Township 16, Range 20, Refugee Lands; also being part of a certain 17.96 acre tract as the same is shown of record in Deed Book 572, page 313, record of the Recorder's Office Licking County, Ohio, and being more particularly described as follows:

Beginning at an iron pin in the line between Licking and Fairfield Counties, same iron pin being at the southwesterly corner of the above mentioned 17.96 acre tract; thence from said point of beginning, N 8° 32' 14" E. and along the westerly line of said tract a distance of 758.34 Ft. to an iron pin at the northwesterly corner of said tract, same iron pin also being the southwesterly corner of a certain 12.896 acre tract and in the easterly line of a certain 10.4 acre tract shown of record in Deed Book 499, page 303 of the aforementioned records; thence S. 81° 44' 39" E. and along the northerly line of said 17.96 acre tract and the southerly line of the above mentioned 12.896 acre tract a distance of 860.52 ft. to an iron pin; thence N. 38° 01' 50" E. and along a line of said 17.96 acre tract and the easterly line of the aforementioned 12.896 acre tract, a distance of 636.62 ft. to an iron pin; thence S. 82° 25' 59" E. and along the northerly line of said 17.96 acre tract, a distance of 775.60 ft. to a stone; thence S 7° 34' 01" W. and along the easterly line of said 17.96 acre tract, a distance of 4.10 ft. to the northwesterly right-of-way line of Interstate I-70; thence S. 54° 16' 30" W. and along said limited access right-of-way line of Interstate I-70, a distance of 508.19 ft. to an iron pin in the southerly line of said 17.96 acre tract; thence N. 82° 31' 23" W. and along the line of said 17.96 acre tract, a distance of 440.77 ft. to an iron pin; thence S. 37° 6' 56" W. and continuing along the line of said 17.96 acre tract a distance of 309.41 ft. to an iron pin; thence S. 53° 59' 57" W. and continuing along the line of said 17.96 acre tract, a distance of 222.92 ft. to an iron pin; thence N. 84° 48' 43" W. and continuing along the line of said 17.96 acre tract, a distance of 486.20 ft. to an iron pin; thence S. 8° 14' 58" W. and along the line of said 17.96 acre tract, a distance of 486.09 ft. to a point in the northwesterly limited access right-of-way of Interstate I-70, same point being N. 8° 14' 58" W. a distance of 20.12 ft. from a corner to said 17.96 acre tract; thence in a southwesterly direction and along the northwesterly limited access right-of-way to Interstate I-70 and along a curve bearing to the right having a radius of 5579.58 ft., the long chord which bears S. 68° 56' 51" W. a distance of 40.92 ft., to a point in the southerly line of said 17.96 acre tract and in the line between Licking and Fairfield Counties, same point being N. 81° 34' 03" W. a distance of 33.59 ft. from a corner to said 17.96 acre tract; thence N. 81° 34' 03" W. and along the southerly line of the said 17.96 acre tract and along the line between Licking and Fairfield Counties, a distance of 321.29 ft. to the point of beginning and containing 15.827 acres; subject to all easements and restrictions shown of record; together with all rights, title and interest of the Grantor in an easement extending westerly from the above described, for the purpose of ingress and egress, said easement being shown of record in Deed Book 250, page 123, Fairfield County, Ohio Records.

Auditor's Parcel No. \_\_\_\_\_

Property address: \_\_\_\_\_

ALSO, situated in the State of Ohio, County of Licking, Township of Etna and bounded and described as follows:

PARCEL 1

Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands and further described as follows:

Beginning at a point in the North property line of the Second Parcel as described in Deed Book 464, Page 560 to these Grantees, where the Northerly right-of-way line of Interstate Highway I-70 intersects said North property line; thence Westerly, along the North property line of said Parcel and the North property line of the first Parcel described in said Deed to the Northwest corner of said First Parcel, a distance of 665 feet; thence in a Southerly direction along the West property line of said Parcel 1 to a point where said West property line intersects the Northerly right-of-way line of the aforesaid Interstate Highway I-70; thence, along the Northerly right-of-way line of said Interstate Highway I-70, Northeasterly to the point of beginning, said tract containing 5.7 acres, more or less.

It is the intention of the Grantor herein to convey all of that portion of said Parcels I and II as described in Deed Book 464, Page 560, Licking County, Ohio records which lie Northerly and Westerly of the aforementioned Interstate Highway I-70, to the Grantee herein.

PARCEL II

Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands and further described as follows:

Beginning at a point in the Westerly property line of the tract described as Parcel III in Deed Book 464, Page 560, Licking County, Ohio, records in which the Grantor herein was the Grantee and the intersection of the Northerly right-of-way line of Interstate Highway I-70, said point being also a corner of the premises already owned by the Grantees herein; thence Northerly along said Westerly line and the common line between the lands of the Grantor and the Grantees herein, a distance of 488.09 feet to a point; thence continuing along the common line of the Grantor and the Grantee herein North 86° 43' East, 494 feet to an iron pin; thence North 46° East, 224.8 feet to an iron pin; thence North 28° 45' East, 306.7 feet to an iron pin; thence North 89° 45' East, 440.77 feet to a corner of the premises owned by the Grantee herein and the intersection of the Northerly line of Grantor's Third Parcel with the Northerly right-of-way line of Interstate Highway I-70; thence Southwesterly along the Northerly right-of-way line of said Interstate Highway I-70, to the point of beginning, containing 8.3 acres, more or less.

It being the intention of the Grantors herein to convey to the Grantees herein all of that portion of the Third Parcel which was conveyed to the Grantors herein in Deed Book 464, Page 560, Licking County, Ohio records which lies Northwesterly of the said Interstate Highway I-70.

EXCEPT the following real estate situated in the County of Licking in the State of Ohio, and in the Township of Etna and bounded and described as follows:

Being a part of the Southwest Quarter Section 16, Township 16, Range 20, Refugee Lands, also being part of a certain 17.96 acre tract as the same is shown of record in Deed Book 572, page 313, records of Recorder's Office, Licking County, Ohio, and being more particularly described as follows: Commencing at an iron pin in the line between Licking and Fairfield Counties same iron pin being at the Southwesterly corner of the 17.96 acre tract; thence North 8° 32' 14" East, along the westerly line of said tract, a distance of 22.22 feet to an iron pin which is the beginning point for Lot No. 1; thence North 8° 32' 14" East, along the above mentioned westerly line of said tract, a distance of 120.00 feet to an iron pin; thence South 81° 28' 46" East, a distance of 290.00 feet (passing an iron pin 100.08 feet), to an iron pin; thence South 8° 32' 14" West a distance of 120 feet to an iron pin; thence North 81° 28' 46" West a distance of 290.00 feet to the place of beginning, containing 0.80 acres, more or less.

A right-of-way in common with Seller, his heirs and assigns, in and to a 16 foot driveway easement over the adjacent property to the south of Seller's property which provides ingress and egress from Taylor Road to the subject premises.

Auditor's Parcel No. \_\_\_\_\_

Property address: \_\_\_\_\_

Prior Deed Reference: Deed Book 744, page 985

SEC. 319.202 COMPLIED WITH  
GEORGE D. BUCHANAN, AUDITOR  
BY Bone & H

|  |                     |
|--|---------------------|
| DESCRIPTION APPROVED<br>JERRY H. WRAY<br>LICKING COUNTY ENGINEER |                     |
| TAX MAP<br>DRAWING NO.<br>2                                      | APPROVED BY:<br>DLJ |

**TRANSFERRED**  
Date February 17 1994  
George D. Buchanan  
Licking County Auditor

|  |
|--|
| RECEIVED FOR RECORD<br>AND RECORDED<br>at <u>2:10</u> o'clock <u>P.M.</u><br>In Official Record<br>Vol <u>309</u> Page <u>416</u><br>Licking County, Ohio<br><u>Robert S. Wills</u><br>Recorder Fee <u>16.00</u> |
|--|

1820

QUIT CLAIM DEED TO TRUSTEES

Vera M. Krumm, married, grantor, of Franklin, Ohio, for valuable consideration paid, hereby grants to the grantees, Eugene R. Krumm, Jr., Sharon Lee Jackson, and Vera M. Krumm, trustees, their successors and assigns, whose tax mailing address is 300 Bladick Road NW, Baltimore OH 43105 her undivided one-half interest in the following real estate situated in Licking County, Ohio:

THE LEGAL DESCRIPTION IS ATTACHED AND INCORPORATED BY REFERENCE  
AS APPENDIX A.

Any one grantee named in this deed acting alone may convey, mortgage, encumber, rent, or in any way deal with this real estate. No person shall require the signature of more than one grantee, nor inquire into the authority of any grantee acting alone to execute any deed, mortgage, or other instrument in connection with this real estate. Any instrument executed and delivered by any one grantee shall be conclusive evidence that the grantee acting alone is authorized to execute and deliver the instrument.

No person need see to the application of the proceeds of any sale, rentals, mortgage, pledge, or other conduct of any grantee acting alone as to this real estate. A simple receipt, release, or any other instrument by any one grantee acting alone shall be a complete discharge of the payor.

Eugene R. Krumm, the grantor's spouse, executes this deed to release his rights of dower in the premises.

This instrument was signed at Franklin County, Ohio, on October 26 1988.

Signed in the presence of  
the following witnesses:

[Signature]

Vera M. Krumm  
Vera M. Krumm

[Signature]

Eugene R. Krumm by Vera M. Krumm  
Eugene R. Krumm

State of Ohio  
County of Franklin, ss:

The foregoing instrument was acknowledged before me on October 26, 1988, by Vera M. Krumm, individually, and by Vera M. Krumm as attorney in fact for Eugene R. Krumm.

[Signature]  
Notary Public

ACCEPTANCE

My commission has no expiration date

The undersigned grantees acknowledge delivery and acceptance of this deed.

Eugene R. Krumm Jr.  
Eugene R. Krumm, Jr.

Vera M. Krumm  
Vera M. Krumm

Sharon Lee Jackson  
Sharon Lee Jackson

THIS INSTRUMENT WAS PREPARED BY:

NAREN BISWAS, LAWYER  
6504 EAST MAIN STREET  
REYNOLDSBURG, OHIO 43068-2319

11/1/88  
2



APPENDIX 1  
LEGAL DESCRIPTION

Real estate situated in the County of Licking in the State of Ohio, and in the Township of Etna and bounded and described as follows:

Being a part of the Southwest Quarter Section 16, Township 16, Range 20, Refugee Lands; also being part of a certain 17.96 acre tract as the same is shown of record in Deed Book 572, page 313, record of the Recorder's Office Licking County, Ohio, and being more particularly described as follows:

Beginning at an iron pin in the line between Licking and Fairfield Counties, same iron pin being at the southwesterly corner of the above mentioned 17.96 acre tract; thence from said point of beginning, N 8° 32' 14" E. and along the westerly line of said tract a distance of 758.34 Ft. to an iron pin at the northwesterly corner of said tract, same iron pin also being the southwesterly corner of a certain 12.896 acre tract and in the easterly line of a certain 10.4 acre tract shown of record in Deed Book 499, page 303 of the aforementioned records; thence S. 81° 44' 39" E. and along the northerly line of said 17.96 acre tract and the southerly line of the above mentioned 12.896 acre tract a distance of 860.52 ft. to an iron pin; thence N. 38° 01' 50" E. and along a line of said 17.96 acre tract and the easterly line of the aforementioned 12.896 acre tract, a distance of 636.62 ft. to an iron pin; thence S. 82° 25' 59" E. and along the northerly line of said 17.96 acre tract, a distance of 775.60 ft. to a stone; thence S 7° 34' 01" W. and along the easterly line of said 17.96 acre tract, a distance of 4.10 ft. to the northwesterly right-of-way line of Interstate I-70; thence S. 54° 16' 30" W. and along said limited access right-of-way line of Interstate I-70, a distance of 508.19 ft. to an iron pin in the southerly line of said 17.96 acre tract; thence N. 82° 31' 23" W. and along the line of said 17.96 acre tract, a distance of 440.77 ft. to an iron pin; thence S. 37° 6' 56" W. and continuing along the line of said 17.96 acre tract a distance of 309.41 ft. to an iron pin; thence S. 53° 59' 57" W. and continuing along the line of said 17.96 acre tract, a distance of 222.92 ft. to an iron pin; thence N. 84° 48' 43" W. and continuing along the line of said 17.96 acre tract, a distance of 486.20 ft. to an iron pin; thence S. 8° 14' 58" W. and along the line of said 17.96 acre tract, a distance of 486.09 ft. to a point in the northwesterly limited access right-of-way of Interstate I-70, same point being N. 8° 14' 58" W. a distance of 20.12 ft. from a corner to said 17.96 acre tract; thence in a southwesterly direction and along the northwesterly limited access right-of-way to Interstate I-70 and along a curve bearing to the right having a radius of 5579.58 ft., the long chord which bears S. 68° 56' 51" W. a distance of 40.92 ft., to a point in the southerly line of said 17.96 acre tract and in the line between Licking and Fairfield Counties, same point being N. 81° 34' 03" W. a distance of 33.59 ft. from a corner to said 17.96 acre tract; thence N. 81° 34' 03" W. and along the southerly line of the said 17.96 acre tract and along the line between Licking and Fairfield Counties, a distance of 321.29 ft. to the point of beginning and containing 15.827 acres; subject to all easements and restrictions shown of record; together with all rights, title and interest of the Grantor in an easement extending westerly from the above described, for the purpose of ingress and egress, said easement being shown of record in Deed Book 250, page 123, Fairfield County, Ohio Records.

Auditor's Parcel No. \_\_\_\_\_

Property address: \_\_\_\_\_

ALSO, situated in the State of Ohio, County of Licking, Township of Etna and bounded and described as follows:

PARCEL I

Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands and further described as follows:

Beginning at a point in the North property line of the Second Parcel as described in Deed Book 464, Page 560 to these Grantees, where the Northerly right-of-way line of Interstate Highway I-70 intersects said North property line; thence Westerly, along the North property line of said Parcel and the North property line of the first Parcel described in said Deed to the Northwest corner of said First Parcel, a distance of 665 feet; thence in a Southerly direction along the West property line of said Parcel 1 to a point where said West property line intersects the Northerly right-of-way line of the aforesaid Interstate Highway I-70; thence, along the Northerly right-of-way line of said Interstate Highway I-70, Northeasterly to the point of beginning, said tract containing 5.7 acres, more or less.

It is the intention of the Grantor herein to convey all of that portion of said Parcels I and II as described in Deed Book 464, Page 560, Licking County, Ohio records which lie Northerly and Westerly of the aforementioned Interstate Highway I-70, to the Grantee herein.

PARCEL II

Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands and further described as follows:

Beginning at a point in the Westerly property line of the tract described as Parcel III in Deed Book 464, Page 560, Licking County, Ohio, records in which the Grantor herein was the Grantee and the intersection of the Northerly right-of-way line of Interstate Highway I-70, said point being also a corner of the premises already owned by the Grantees herein; thence Northerly along said Westerly line and the common line between the lands of the Grantor and the Grantees herein, a distance of 488.09 feet to a point; thence continuing along the common line of the Grantor and the Grantee herein North 86° 43' East, 494 feet to an iron pin; thence North 46° East, 224.8 feet to an iron pin; thence North 28° 45' East, 306.7 feet to an iron pin; thence North 89° 45' East, 440.77 feet to a corner of the premises owned by the Grantee herein and the intersection of the Northerly line of Grantor's Third Parcel with the Northerly right-of-way line of Interstate Highway I-70; thence Southwesterly along the Northerly right-of-way line of said Interstate Highway I-70, to the point of beginning, containing 8.3 acres, more or less.

It being the intention of the Grantors herein to convey to the Grantees herein all of that portion of the Third Parcel which was conveyed to the Grantors herein in Deed Book 464, Page 560, Licking County, Ohio records which lies Northwesterly of the said Interstate Highway I-70.

EXCEPT the following real estate situated in the County of Licking in the State of Ohio, and in the Township of Etna and bounded and described as follows:

Being a part of the Southwest Quarter Section 16, Township 16, Range 20, Refugee Lands, also being part of a certain 17.96 acre tract as the same is shown of record in Deed Book 572, page 313, records of Recorder's Office, Licking County, Ohio, and being more particularly described as follows: Commencing at an iron pin in the line between Licking and Fairfield Counties same iron pin being at the Southwesterly corner of the 17.96 acre tract; thence North 8° 32' 14" East, along the westerly line of said tract, a distance of 22.22 feet to an iron pin which is the beginning point for Lot No. 1; thence North 8° 32' 14" East, along the above mentioned westerly line of said tract, a distance of 120.00 feet to an iron pin; thence South 81° 28' 46" East, a distance of 290.00 feet (passing an iron pin 100.08 feet), to an iron pin; thence South 8° 32' 14" West a distance of 120 feet to an iron pin; thence North 81° 28' 46" West a distance of 290.00 feet to the place of beginning, containing 0.80 acres, more or less.

A right-of-way in common with Seller, his heirs and assigns, in and to a 16 foot driveway easement over the adjacent property to the south of Seller's property which provides ingress and egress from Taylor Road to the subject premises.

Auditor's Parcel No. \_\_\_\_\_

Property address: \_\_\_\_\_

Prior Deed Reference: Deed Book 744, page 985

SEC. 319.202 COMPLIED WITH  
GEORGE D. BUCHANAN, AUDITOR  
BY Buchanan 9/2

|  |                            |
|--|----------------------------|
| DESCRIPTION APPROVED<br>JERRY H. WRAY<br>LICKING COUNTY ENGINEER |                            |
| TAX MAP<br>DRAWING NO.<br><u>2</u>                               | APPROVED BY:<br><u>DLJ</u> |

TRANSFERRED

Date February 12 1976  
George D. Buchanan  
Licking County Auditor 1872

|  |
|--|
| RECEIVED FOR RECORD<br>AND RECORDED<br><u>Feb. 12, 1976</u><br>at <u>2:14</u> o'clock <u>P.M.</u><br>In Official Record<br>Vol. <u>302</u> Page <u>406</u><br>Licking County, Ohio<br><u>Robert S. Wins</u><br>RECORDED Fee <u>14.00</u> |
|--|

1819



# Know all Men by these Presents

That

LESLIE H. LOTTE and SUE E. LOTTE, husband & wife

of the Township of Etha; County of Licking  
and State of Ohio Grantor's, in consideration of the sum of  
One Dollar (\$1.00) and other good and valuable consideration  
to them paid by

CARROLL BROWN

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

Carroll Brown

following Real Estate situated in the County of Licking his heirs and assigns forever, the  
in the State of Ohio and in the Township of  
Ethna and bounded and described as follows:

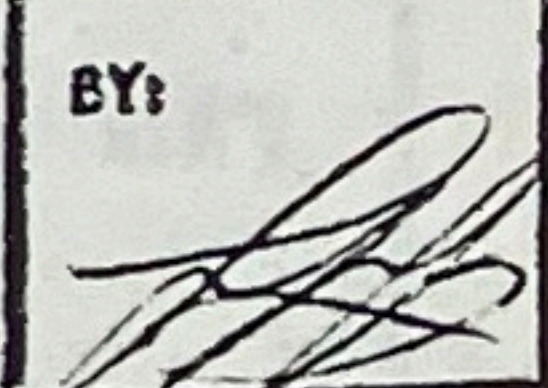
Being a part of the Southwest Quarter Section 16, Township 16, Range 20, Refugee Lands, also being part of a certain 17.96 acre tract as the same is shown of record in Deed Book 572, page 313, records of Recorder's Office, Licking County, Ohio, and being more particularly described as follows: Commencing at an iron pin in the line between Licking and Fairfield Counties same iron pin being at the Southwesterly corner of the 17.96 acre tract; thence North 8°32'14" East, along the westerly line of said tract a distance of 22.22 feet to an iron pin which is the beginning point for Lot No. 1; thence North 8°32'14" East, along the above mentioned westerly line of said tract, a distance of 120.00 feet to an iron pin; thence South 81°28'46" East a distance of 290.00 feet (passing an iron pin 100.08 ft.) to an iron pin; thence South 8°32'14" West a distance of 120.00 feet to an iron pin; thence North 81°28'46" West a distance of 290.00 feet to the place of beginning, containing 0.80 acres, more or less.

A right-of-way in common with Seller, his heirs and assigns, in and to a 16 foot driveway easement over the adjacent property to the south of Sellers' property which provides ingress and egress from Taylor Road to the subject premises.

A survey of this property was made by Erichs Roga, Registered Surveyor, No. 4762.

SEC. 319.202 COMPLIED WITH  
GEORGE D. BUCHANAN, AUDITOR  
BY mc 99.80

Last Transfer: Deed Record Volume 704, Page 731

|   |  |
|---|--|
| DESCRIPTION<br>APPROVED<br>JOHN N. WATKINS<br>Licking County Engineer |  |
| TAX MAP<br>DWG. NO.<br>1  | BY:<br> |

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

And the said Grantor's Leslie H. Lotte and Sue E. Lotte his heirs and assigns forever.

do hereby covenant with the said Grantee for themselves and their heirs, Carroll Brown

his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are Free and Clear from all Incumbrances whatsoever except taxes and assessments now and hereafter due and payable, and except restrictions, easements and conditions, if any, of record;



and that they will forever **Warrant and Defend** the same, with the appurtenances, unto the said Grantee Carroll Brown against the lawful claims of all persons whomsoever, except as noted above, his heirs and assigns

**In Witness Whereof** the said Grantor s Leslie H. Lotte and Sue E. Lotte, husband and wife

who hereby release their respective rights of dower in the premises, have hereunto set their hands, this 4 day of JUNE in the year of our Lord one thousand nine hundred and seventy-six (1976)

Signed and acknowledged in presence of  
C. Harold Dragoo  
Don Sharpenberg

Leslie H. Lotte  
Leslie H. Lotte  
Sue E. Lotte  
Sue E. Lotte

The State of Ohio Franklin County ss.

**Be it Remembered** That on this 4 day of JUNE, A.D. 19 76, before me, the subscriber, a Notary Public in and for said county, personally came the above named

Leslie H. Lotte and Sue E. Lotte

the Grantor s 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:

Donald R. Sharpenberg  
DONALD R. SHARPENBERG  
Notary Public, Franklin County, Ohio  
My Commission Expires Mar. 15, 1981



This instrument was prepared by C. Harold Dragoo, Attorney at Law, 88 East Broad Street, Columbus, Ohio 43215

59474  
**Warrant and**

TO

Transferred June 9 1976  
George B. Buchanan MC  
COUNTY AUDITOR

STATE OF OHIO  
COUNTY OF Licking SS  
RECEIVED FOR RECORD ON THE  
9 day of June 1976  
at 3:06 o'clock P.M.  
and RECORDED June 11 1976 in  
DEED BOOK 748 PAGE 120  
Robert E. Usher  
COUNTY RECORDER  
RECORDERS FEE \$ 3.00

EW - Cameron & Cameron (2)



## WARRANTY DEED

56292

KNOW ALL MEN BY THESE PRESENTS

THAT CHARLES E. KRUMM and MARY LOU KRUMM, husband and wife, of the City of Reynoldsburg, County of Franklin and State of Ohio, Grantors, in consideration of the sum of One Dollar and other good and valuable considerations to them paid by EUGENE R. KRUMM and VERA M. KRUMM of the Village of Canal Winchester, County of Franklin and State of Ohio, Grantees, the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Grantees, EUGENE R. KRUMM and VERA M. KRUMM, their heirs and assigns forever, the following REAL ESTATE situated in the County of Licking in the State of Ohio, and in the Township of Etna and bounded and described as follows:

Being a part of the Southwest Quarter Section 16, Township 16, Range 20, Refugee Lands; also being part of a certain 17.96 acre tract as the same is shown of record in Deed Book 572, page 313, records of the Recorder's Office, Licking County, Ohio and being more particularly described as follows:

Beginning at an iron pin in the line between Licking and Fairfield Counties, same iron pin being at the southwesterly corner of the above mentioned 17.96 acre tract; thence from said point of beginning, N. 80° 32' 14" E. and along the westerly line of said tract a distance of 758.34 Ft. to an iron pin at the northwesterly corner of said tract, same iron pin also being the southwesterly corner of a certain 12.896 acre tract and in the easterly line of a certain 10.4 acre tract shown of record in Deed Book 499, page 303 of the aforementioned records; thence S. 81° 44' 39" E. and along the northerly line of said 17.96 acre tract and the southerly line of the above mentioned 12.896 acre tract a distance of 860.52 ft. to an iron pin; thence N. 38° 01' 50" E. and along a line of said 17.96 acre tract and the easterly line of the aforementioned 12.896 acre tract, a distance of 636.62 ft. to an iron pin; thence S. 82° 25' 59" E. and along the northerly line of said 17.96 acre tract, a distance of 775.60 ft. to a stone; thence S. 7° 34' 01" W. and along the easterly line of said 17.96 acre tract, a distance of 4.10 ft. to the northwesterly right-of-way line of Interstate I-70; thence S. 54° 16' 30" W. and along said limited access right-of-way line of Interstate I-70, a distance of 508.19 ft. to an iron pin in the southerly line of said 17.96 acre tract; thence N. 82° 31' 23" W. and along the line of said 17.96 acre tract, a distance of 440.77 ft. to an iron pin; thence S. 37° 06' 56" W. and continuing along the line of said 17.96 acre tract a distance of 309.41 ft. to an iron pin; thence S. 53° 59' 57" W. and continuing along the line of said 17.96 acre tract, a distance of 222.92 ft. to an iron pin; thence N. 84° 48' 43" W. and continuing along the line of said 17.96 acre tract, a distance of 486.20 ft. to an iron pin; thence S. 8° 14' 58" W. and along the line of said 17.96 acre tract, a distance of 486.09 ft. to a point in the northwesterly limited access right-of-way of Interstate I-70, same point being N. 8° 14' 58" W. a distance of 20.12 ft. from a corner to said 17.96 acre tract; thence in a southwesterly direction and along the northwesterly limited access right-of-way to Interstate I-70 and along a curve bearing to the right having a radius of 5579.58 ft., the long chord which bears S. 68° 56' 51" W. a distance of 40.92 ft. to a point in the southerly line of said 17.96 acre tract and in the line between Licking and Fairfield Counties, same point being N. 81° 34' 03" W. a distance of 33.59 ft. from a corner to said 17.96

DESCRIPTION

APPROVED

JOHN N. WATKINS

Licking County Engineer

TAX MAP

ENGR. NO. 1

SEC. 319.702 COMPLIED WITH  
GEORGE D. BUCHANAN AUDITOR  
BY 8-27-60-00

THOMPSON, SWOPE,  
BURNS AND BISWAS  
ATTORNEYS AT LAW  
6810 EAST MAIN STREET  
REYNOLDSBURG, OHIO 43068



acre tract; thence N.  $81^{\circ} 34' 03''$  W. and along the southerly line of the said 17.96 acre tract and along the line between Licking and Fairfield Counties, a distance of 321.29 ft. to the point of beginning and containing 15.827 acres; subject to all easements and restrictions shown of record; together with all rights, title and interest of the Grantor in an easement extending westerly from the above described, for the purpose of ingress and egress, said easement being shown of record in Deed Book 250, page 113., Fairfield County Ohio Records.

ALSO, situated in the State of Ohio, County of Licking, Township of Etna and bounded and described as follows;

#### PARCEL I

Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands and further described as follows;

Beginning at point in the North property line of the Second Parcel as described in Deed Book 464, Page 560 to these Grantees, where the Northerly right-of-way line of Interstate Highway I-70 intersects said North property line; thence Westerly, along the North property line of said Parcel and the North property line of the First Parcel described in said Deed to the Northwest corner of said First Parcel, a distance of 665 feet; thence in a Southerly direction along the West property line of said Parcel I to a point where said West property line intersects the Northerly right-of-way line of the aforesaid Interstate Highway I-70; thence, along the Northerly right-of-way line of said Interstate Highway I-70, Northeasterly to the point of beginning, said tract containing 5.7 acres, more or less.

It is the intention of the Grantor herein to convey all of that portion of said Parcels I and II as described in Deed Book 464, Page 560, Licking County, Ohio records which lie Northerly and Westerly of the aforementioned Interstate Highway I-70, to the Grantee herein.

#### PARCEL II

Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands and further described as follows;

Beginning at a point in the Westerly property line of the tract described as Parcel III in Deed Book 464, Page 560, Licking County, Ohio records in which the Grantor herein was the Grantee and the Intersection of the Northerly right-of-way line of Interstate Highway I-70, said point being also a corner of the premises already owned by the Grantees herein; thence Northerly along said Westerly line and the common line between the lands of the Grantor and the Grantees herein, a distance of 488.09 feet to a point; thence continuing along the common line of the Grantor and the Grantee herein, North  $86^{\circ} 43'$  East, 494 feet to an iron pin; thence North  $46^{\circ}$  East 224.8 feet to an iron pin; thence North  $28^{\circ} 45'$  East, 306.7 feet to an iron pin; thence North  $89^{\circ} 45'$  East, 440.77 feet to a corner of the premises owned by the Grantee herein and the intersection of the Northerly line of Grantor's Third Parcel with the Northerly right-of-way line of Interstate Highway I-70; thence Southwesterly along the Northerly right-of-way line of said Interstate Highway I-70, to the point of beginning, containing 8.3 acres, more or less.

It being the intention of the Grantors herein to convey to the Grantees herein all of that portion of the Third Parcel which was conveyed to the Grantors herein in Deed Book 464, Page 560, Licking County, Ohio records which lies Northwesterly of the said Interstate Highway I-70.



EXCEPT the following real estate situated in the County of Licking in the State of Ohio, and in the Township of Ettna and bounded and described as follows:

Being a part of the Southwest Quarter Section 16, Township 16, Range 20, Refugee Lands, also being part of a certain 17.96 acre tract as the same is shown of record in Deed Book 572, page 313, records of Recorder's Office, Licking County, Ohio, and being more particularly described as follows: Commencing at an iron pin in the line between Licking and Fairfield Counties same iron pin being at the Southerwesterly corner of the 17.96 acre tract; thence North 80° 32' 14" East, along the westerly line of said tract, a distance of 22.22 feet to an iron pin which is the beginning point for Lot No. 1; thence North 80° 32' 14" East, along the above mentioned westerly line of said tract, a distance of 120.00 feet to an iron pin; thence South 81° 28' 46" East, a distance of 290.00 feet (passing an iron pin 100.08 ft.), to an iron pin; thence South 80° 32' 14" West a distance of 120.00 feet to an iron pin; thence North 81° 28' 46" West a distance of 290.00 feet to the place of beginning, containing 0.80 acres, more or less.

A right-of-way in common with Seller, his heirs and assigns, in and to a 16 foot driveway easement over the adjacent property to the south of Sellers' property which provides ingress and egress from Taylor Road to the subject premises.

Last Transfer; Deed Record Volume, 626, page 143 and 690, page 135

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantees, EUGENE R. KRUMM and VERA M. KRUMM, their heirs and assigns forever.

And the said Grantors, CHARLES E. KRUMM and MARY LOU KRUMM, husband and wife, for themselves and their heirs, do hereby covenant with the said Grantees, EUGENE R. KRUMM and VERA M. KRUMM, their heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are free and clear from all encumbrances whatsoever except taxes and assessments now and hereafter due and payable, and except restrictions, easements and conditions, if any, of record, and that they will forever warrant and defend the same, with the appurtenances, unto the said Grantees, EUGENE R. KRUMM and VERA M. KRUMM, their heirs and assigns against the lawful claims of all persons whomsoever except as above noted.

IN WITNESS WHEREOF, the said Grantors, CHARLES E. KRUMM and MARY LOU KRUMM, husband and wife, who hereby release their respective rights of dower in the premises, have hereunto set their hands this 25<sup>th</sup> of MARCH, in the year of our Lord One Thousand Nine Hundred and Seventy-Six (1976).

Signed and Acknowledged in Presence of:

[Signature]  
[Signature]

[Signature]  
 Charles E. Krumm

[Signature]  
 Mary Lou Krumm



IN THE STATE OF OHIO  
FRANKLIN COUNTY, ss;

Be it remembered that on this 25<sup>th</sup> day of March  
A.D. 1976, before me, the subscriber, a Notary Public, in and for  
said county, personally came the above named CHARLES E. KRUMM and  
MARY LOU KRUMM, husband and wife, the Grantors in the foregoing  
Deed, and acknowledged the signing of the same to be their  
voluntary act and deed, for the uses and purposes therein mentioned.

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

*Robert E. Wise*  
Notary Public - State of Ohio

This instrument was prepared by Thompson, Swope, Burns & Biswas,  
Attorneys at Law, 6810 East Main Street, Reynoldsburg, Ohio 43068.

TRANSFERRED

Date March 29 19 76  
*George D. Buchanan*  
Licking County Auditor

Recorder's Office, Licking Co., Ohio  
Received March 29 19 76  
at 10:45 o'clock 4 M  
Recorded March 30 19 76  
in Vol 744 of Deeds  
*Robert E. Wise* Page 985  
ROBERT E. WISE, Recorder  
Fee \$ 5.00

56292° X



GENERAL WARRANTY DEED  
(O.R.C. 5302.05)

EDWARD C. HAAF and VERNICE M. HAAF, husband and wife, Grantors of Licking County, Ohio, for valuable consideration paid, grant with general warranty covenants, to CHARLES E. KRUMM and MARY LOU KRUMM, Grantees, whose tax-mailing address is:

the following REAL PROPERTY:

Situated in the State of Ohio, County of Licking, Township of Etna and bounded and described as follows:

PARCEL I

Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands and further described as follows:

Beginning at point in the North property line of the Second Parcel, as described in Deed Book 464, Page 560 to these Grantees, where the Northerly right-of-way line of Interstate Highway I-70 intersects said North property line; thence Westerly, along the North property line of said Parcel and the North property line of the First Parcel described in said Deed to the Northwest corner of said First Parcel, a distance of 665 feet; thence in a Southerly direction along the West property line of said Parcel I to a point where said West property line intersects the Northerly right-of-way line of the aforesaid Interstate Highway I-70; thence, along the Northerly right-of-way line of said Interstate Highway I-70, Northeasterly to the point of beginning, said tract containing 5.7 acres, more or less.

It is the intention of the Grantor herein to convey all of that portion of said Parcels I and II as described in Deed Book 464, Page 560, Licking County, Ohio records which lie Northerly and Westerly of the aforementioned Interstate Highway I-70, to the Grantee herein.

PARCEL II

Being a part of the Southeast Quarter of Section 16, Township 16, Range 20, Refugee Lands and further described as follows:

Beginning at a point in the Westerly property line of the tract described as Parcel III in Deed Book 464, Page 560, Licking County, Ohio records in which the Grantor herein was the Grantee and the intersection of the Northerly right-of-way line of Interstate Highway, I-70, said point being also a corner of the premises already owned by the Grantees herein; thence Northerly along said Westerly line and the common line between the lands of the Grantor and the Grantees herein, a distance of 488.09 feet to a point; thence continuing along the common line of the Grantor and the Grantee herein, North 86° 43' East, 494 feet to an iron pin; thence North 46° East 224.8 feet to an iron pin; thence North 28° 45' East, 306.7 feet to an iron pin; thence North 89° 45' East, 440.77 feet to a corner of the premises owned by the Grantee herein and the intersection of the Northerly line of Grantor's Third Parcel with the Northerly right-of-way line of Interstate Highway, I-70; thence Southwesterly along the Northerly right-of-way line of said Interstate Highway, I-70, to the point of beginning, containing 8.3 acres, more or less.

It being the intention of the Grantors herein to convey to the Grantees herein all of that portion of the Third Parcel which was conveyed to the Grantors herein in Deed Book 464, Page 560, Licking County, Ohio records which lies

910.00  
SEC. 319.202 COMPLIED WITH  
GEORGE D. BUCHANAN, AUDITOR  
BY *[Signature]*

2nd-1  
DESCRIPTION  
APPROVED  
JOHN N. WATKINS  
Licking County Engineer



Northwesterly of the said Interstate Highway, I-70.

This description prepared from a survey by the State Highway Department for said Interstate Highway, I-70.

EXCEPTIONS TO WARRANTY: Taxes and assessments, easements, conditions and restrictions of record.

PRIOR INSTRUMENT REFERENCE: Deed Book 464, Page 560.

Grantors release all rights of dower therein.

WITNESS their hands this 6<sup>th</sup> day of June, 1972.

Signed and Acknowledged  
In the Presence of:

Rodney B. Baldwin

Edward C. Haaf  
Edward C. Haaf

For Burns

Vernice M. Haaf  
Vernice M. Haaf

STATE OF OHIO, COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, That on this 6<sup>th</sup> day of June, 1972, before me, the subscriber, a Notary Public in and for said County, personally came the above-named EDWARD C. HAAF and VERNICE M. HAAF the Grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

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



Rodney B. Baldwin  
Notary Public  
RODNEY B. BALDWIN, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R. C.

TRANSFERRED  
Date June 8, 1972  
George L. Buchanan  
Licking County Auditor  
Per J. E. Adam

# Recorder's Office

Licking County, State of Ohio

Received June 8, 1972  
at 4:20 o'clock P. M.  
Recorded June 12, 1972  
In Vol. 690 of Deeds  
Page 135

Robert E. Wise  
ROBERT E. WISE, Recorder

Fee \$ 3.00...

This Instrument Prepared By: GEORGE W. ANKNEY, JR., Attorney-at-Law  
236 East Town Street  
Columbus, Ohio 43215

Rt. 1 S. Taylor Rd.  
Reynoldsburg, Ohio

6594

X 8



# Know all Men by these Presents

That

MARIE BABER, Unmarried,

of the City of West Jefferson, County of Madison  
and State of Ohio Grantor, in consideration of the sum of  
One Dollar (\$1.00) and other valuable considerations  
to her paid by

EDWARD C. HAAF and VERNICE M. HAAF,

of the ~~of~~ County of Licking  
and State of Ohio Grantee s, the receipt whereof is hereby  
acknowledged, do es hereby grant, bargain, sell and convey to the said  
Grantee s, EDWARD C. HAAF and VERNICE M. HAAF,

their heirs and assigns forever, the

following **Real Estate** situated in the County of Licking  
in the State of Ohio, and in the Township of  
Etna and bounded and described as follows:

## FIRST PARCEL:

Situated in the State of Ohio, County of Licking, and Township of Etna, and  
bounded and described as follows:

Being a part of the southeast quarter of section 16, township 16, range 20, Refugee  
Lands in Etna Township, Licking County, Ohio.

Beginning at a black granite rock in the south line of Licking County, Ohio, at the  
southeast corner of Marion Young's land; thence with said south line of Licking  
County south 88° 30' east 445 feet to an iron stake; set by Elm tree; which bears  
north 25° east 22 feet distant; and an ash tree which bears south 42-1/4° east 29 feet  
distant therefrom; thence with the west line of another tract of land of the grantors  
herein north 3° 30' east 1938 feet to an iron rod at the north side of a large post at  
the left of a high bank; thence along the rim of said high bank north 82° 45' west  
437 feet to an iron stake witnessed by a dead beech tree which bears easterly 11  
feet distant; thence south 3° 44' west 1967 feet running along the east line of  
Marion Young's land to the place of beginning, containing 19 and 74/100 acres.

The above premises include the 6 acre tract devised to Ralph Darby and Myrtle  
Darby by Isaiah Houser and a portion of the 20 acre tract deeded by Isaiah Houser  
and wife to Ralph Darby which deed is recorded in Volume 226, Page 180, of the  
Deed Records of Licking County, Ohio.

## SECOND PARCEL:

Situated in the State of Ohio, County of Licking, and Township of Etna, and  
bounded and described as follows:



Being a part of the southeast quarter of section 16, township 16, range 20, Refugee Lands: Beginning at an iron stake in the south line of Licking County south 86° 30' east 445 feet distant from a large granite rock in the southeast corner of Marion Young's land and in the southwest corner of a 19-74/100 acre tract conveyed to L. Benton Tussing; thence with the east line of said 19.74 acre tract north 3° 30' east 1938 feet to a stake; thence with a line parallel with said county line south 86° 30' east 452 feet to an iron stake in the west line of said acre tract known as the Widow Fishpaw's land; thence with the west line of said 40 acre tract south 4° west 1938 feet to an iron stake at the south line of Licking County; thence with said south line of Licking County north 86° 30' west 434 and 12/100 feet to the place of beginning containing 19.71 acres.

### THIRD PARCEL:

Situated in the State of Ohio, County of Licking, and Township of Etna, and bounded and described as follows: Being a part of the southwest quarter of section 16, Township 16, Range 20, Refugee Lands. Bounded and described as follows: Beginning at a stone in the county line between Licking and Fairfield Counties; said stone marking the southeast corner of the lands owned by Harvey M. Young, as described in Volume 281, Page 165, of the Deed Records of Licking County, Ohio; thence west along the said Licking-Fairfield County Line 1607.5 feet to a steel shaft; thence north on a line at right angles to the county line 505 feet to a steel shaft; thence north 86° 43' east 494 feet to an iron pin; thence north 46° east 224.8 feet to an iron pin; thence north 28° 45' east 306.7 feet to an iron pin; thence north 89° 45' east 805 feet to an iron pin in the west line of the lands now owned by L. B. Tussing; thence south 18' west, along the west line of the lands of said L. B. Tussing 963 feet to the place of beginning, containing 28.40 acres of land and being the southeast part of a 59.26 acre tract formerly owned by H. M. Young.

Grantor herein acquired title to the above described real estate by warranty deed recorded in D.B. 432, Page 560, Recorder's Office, Licking County, Ohio.

**To have and to hold** *said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee s, EDWARD C. HAAF and VERNICE M. HAAF,* their heirs and assigns forever.

*And the said Grantor,* MARIE BABER,

*for herself and her heirs,*  
*do es hereby covenant with the said Grantee s, EDWARD C. HAAF and VERNICE M. HAAF,*  
*their heirs and assigns, that she is lawfully seized of the premises*

*aforsaid; that the said premises are Free and Clear from all Incumbrances whatsoever EXCEPT a certain oil and gas lease dated October 28, 1919, recorded February 9, 1920, in Lease Record 38, Page 470, in the office of the Recorder of Licking County, Ohio, and oil and gas lease dated October 14, 1919, recorded February 9, 1920, in Volume 38, Page 475, Lease Records of Licking County, Ohio; a certain right-of-way agreement dated March 11, 1941, filed for record June 9, 1945, and recorded in Volume 365, Page 616, of the Deed Records of Licking County, Ohio; all taxes and assessments payable at the December, 1954, tax collection period and thereafter; and to all legal highways.*

*and that she will forever Warrant and Defend the same, with the appurtenances, unto the said Grantee s, EDWARD C. HAAF and VERNICE M. HAAF,* their heirs and assigns  
*against the lawful claims of all persons whomsoever, except as above stated.*



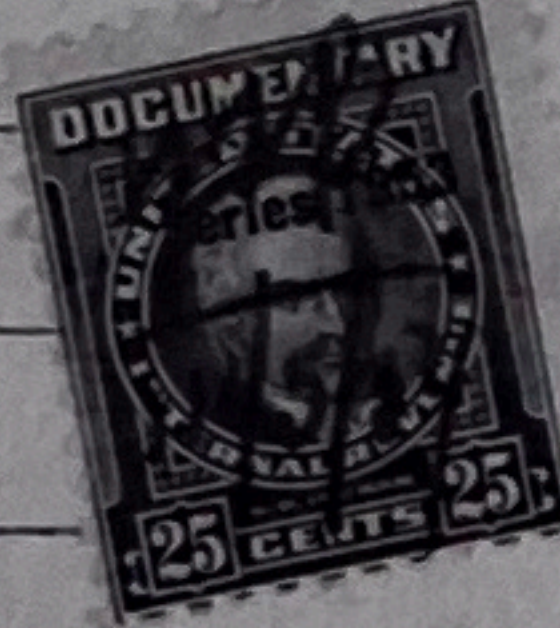
MARIE BABER,

~~who hereby release~~ ~~right of dower in the premises~~ ~~has~~  
 hereunto set her hand this 3rd day of November  
 in the year of our Lord one thousand nine hundred and fifty-four. (1954)

Signed and acknowledged in presence of

Margaret J. Hallam  
John B. Harkort

Marie Baber  
 Marie Baber



The State of OHIO  
 FRANKLIN County } SS.

Be it Remembered That on this 3rd day  
 of November A.D. 1954, before me, the subscriber,  
 a Notary Public in and for said county, personally came the  
 above named MARIE BABER

the Grantor

in the foregoing Deed, and acknowledged the signing of the same to be her  
 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.

JOHN B. HARKORT

Notary Public, State of Ohio

29394  
**Warranty Deed**

MARIE BABER

TO

EDWARD C. HAAF and  
 VERNICE M. HAAF

Transferred Nov. 4, 1954  
Five Months  
 F- COUNTY AUDITOR

STATE OF OHIO

COUNTY OF Licking SS

RECEIVED FOR RECORD ON THE

4 day of November 1954at 10:07 o'clock A.M.and RECORDED Nov. 5 1954 nDEED Book 464 PAGE 560

Lowell W. L. Lammiman  
 COUNTY RECORDER

RECORDERS FEE \$ 2.10

Maid to: Hocking Valley Nat'l Bank  
 Lancaster, Ohio



# Know all Men by these Presents

**That** Dorothy S. Tussing and L. Benton Tussing, husband and wife,

of the Village of Huron, County of Erie  
and State of Ohio Grantor s, in consideration of the sum of  
One Dollar (\$1.00) and other valuable considerations ~~Dollars~~  
to them paid by Marie Baber

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

her heirs and assigns forever, the  
following **Real Estate** situated in the County of Licking  
in the State of Ohio, and in the Township of  
Etna and bounded and described as follows:

## FIRST PARCEL:

Situated in the State of Ohio, County of Licking, and Township of Etna, and bounded and described as follows:

Being a part of the southeast quarter of section 16, township 16, range 20, Refugee Lands in Etna Township, Licking County, Ohio.

Beginning at a black granite rock in the south line of Licking County, Ohio, at the southeast corner of Marion Young's land; thence with said south line of Licking County south 88 degrees 30 minutes east 445 feet to an iron stake; set by Elm tree; which bears north 25 degrees east 22 feet distant; and an ash tree which bears south  $42\frac{1}{4}$  degrees east 29 feet distant therefrom; thence with the west line of another tract of land of the grantors herein north 3 degrees 30 minutes east 1938 feet to an iron rod at the north side of a large post at the left of a high bank; thence along the rim of said high bank north 82 degrees 45 minutes west 437 feet to an iron stake witnessed by a dead beech tree which bears easterly 11 feet distant; thence south 3 degrees 44 minutes west 1967 feet running along the east line of Marion Young's land to the place of beginning, containing 19 and  $\frac{74}{100}$  acres.

The above premises include the 6 acre tract devised to Ralph Darby and Myrtle Darby by Isaiah Houser and a portion of the 20 acre tract deeded by Isaiah Houser and wife to Ralph Darby which deed is recorded in Volume 226, Page 180, of the Deed Records of Licking County, Ohio.

## SECOND PARCEL:

Situated in the State of Ohio, County of Licking, and Township of Etna, and bounded and described as follows:



being a part of the southeast quarter of section 16, township 16, range 20, Refugee lands; Beginning at an iron stake in the south line of Licking County south 86 degrees 30 minutes east 445 feet distant from a large granite rock in the southeast corner of Marion Young's land and in the southwest corner of a 19-74/100 acre tract conveyed to L. Benton Tussing; thence with the east line of said 19.74 acre tract north 3 degrees 30 minutes east 1938 feet to a stake; thence with a line parallel with said county line south eighty-six degrees 30 minutes east 452 feet to an iron stake in the west line of a 40 acre tract known as the Widow Fishpaw's land; thence with the west line of said 40 acre tract south 4 degrees west 1938 feet to an iron stake at the south line of Licking County; thence with said south line of Licking County north 86 degrees 30 minutes west 434 and 12/100 feet to the place of beginning containing 19.71 acres.

**THIRD PARCEL:**

Situated in the State of Ohio, County of Licking, and Township of Etna, and bounded and described as follows: Being a part of the southwest quarter of section 16, Township 16, Range 20, Refugee Lands. Bounded and described as follows: Beginning at a stone in the county line between Licking and Fairfield Counties; said stone marking the southeast corner of the lands owned by Harvey M. Young, as described in Volume 281, Page 165, of the Deed Records of Licking County, Ohio; thence west along the said Licking-Fairfield County Line 1607.5 feet to a steel shaft; thence north on a line at right angles to the county line 505 feet to a steel shaft; thence north 86 degrees 43 minutes east 494 feet to an iron pin; thence north 46 degrees east 224.8 feet to an iron pin; thence north 89 degrees 28 minutes east 805 feet to an iron pin in the west line of the lands now owned by L. B. Tussing; thence south 18' west, along the west line of the lands of said L. B. Tussing 963 feet to the place of beginning, containing 28.40 acres of land and being the southeast part of a 59.26 acre tract formerly owned by H. M. Young.

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

her *heirs and assigns forever.*

*And the said Grantors*, Dorothy S. Tussing and L. Benton Tussing, husband and wife,

*for themselves and their heirs,*  
do hereby covenant with the said Grantee Marie Baber

her *heirs and assigns, that* they *lawfully seized of the premises*  
*aforsaid; that the said premises are Free and Clear from all Incumbrances whatsoever*

except a certain oil and gas lease dated October 28, 1919, recorded February 9, 1920, in Lease Record 38, page 470, in the Office of the Recorder of Licking County, Ohio, and oil and gas lease dated October 14, 1919, recorded February 9, 1920, in Volume 38, page 475, Lease Records of Licking County, Ohio;  
a certain right-of-way agreement dated March 11, 1941, filed for record June 9, 1945, and recorded in Volume 365, page 616, of the Deed Records of Licking County, Ohio; all taxes and assessments payable at the December 1951 tax collection period; and to all legal highways.

*and that* they *will forever* **Warrant and Defend** *the same, with the*  
*appurtenances, unto the said Grantee* Marie Baber  
her *heirs and assigns*

*against the lawful claims of all persons whomsoever* except as above stated.



In Witness Whereof the said Grantors, Dorothy S. Tussing and

L. Benton Tussing, husband and wife,

who hereby release their respective rights of dower in the premises, have  
 hereunto set their hands, this 13<sup>th</sup> day of August  
 in the year of our Lord one thousand nine hundred and fifty-one (19 51)

Signed and acknowledged in presence of

John C. Harlor

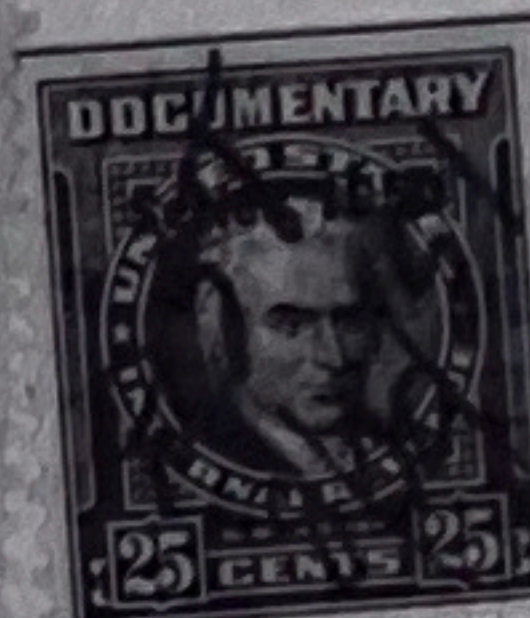
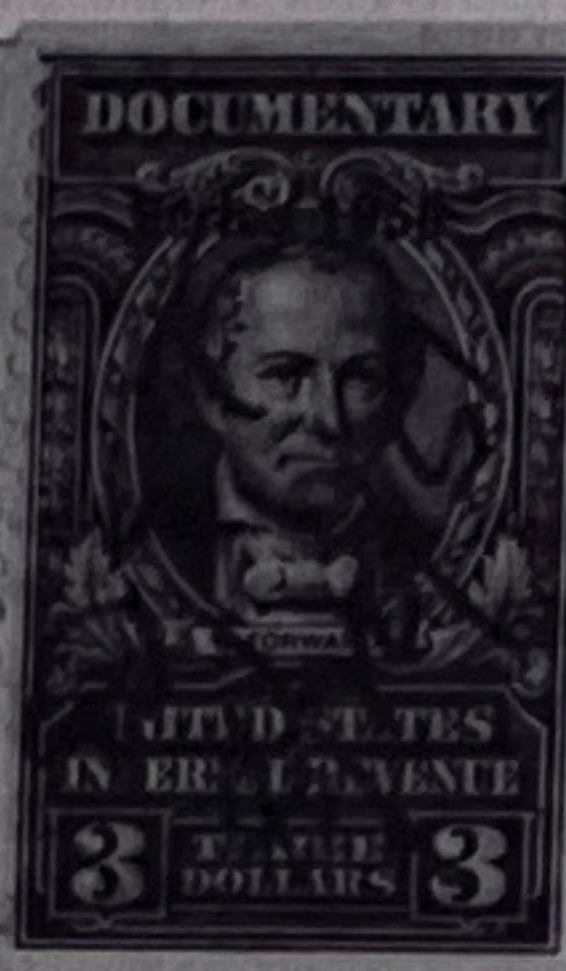
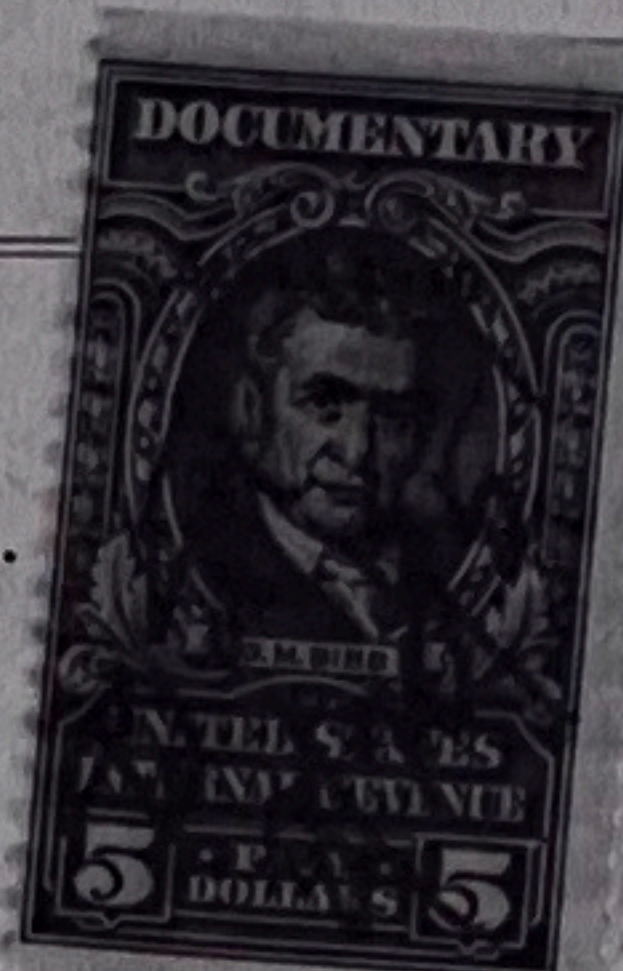
John H. Summers

Dorothy S. Tussing

L. Benton Tussing

The State of OHIO  
 FRANKLIN County

SS.



Be it Remembered That on this 13<sup>th</sup> day  
 of August A.D. 19 51, before me, the subscriber,  
 a Notary Public in and for said county, personally came the  
 above named Dorothy S. Tussing and L. Benton Tussing

the Grantors

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

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

*John C. Harlor*  
 JOHN C. HARLOR, NOTARY PUBLIC,  
 STATE OF OHIO.

1906 X  
**Warranty Deed**

DOROTHY S. TUSSING and  
 L. BENTON TUSSING  
 HUSBAND AND WIFE

TO

MARIE BABER

Transferred 8-22-1951

COUNTY AUDITOR

STATE OF OHIO

COUNTY OF Licking SS

RECEIVED FOR RECORD ON THE

22 day of August 19 51  
 at 3-59 o'clock P.M.

and RECORDED Aug. 23 19 51 in  
 DEED BOOK 432 PAGE 560

*Lowell W. Vermilion*  
 COUNTY RECORDER

RECORDERS FEE \$ 1.95



62331

## WARRANTY DEED

From

Edna M. Gleckler

and

Earl G. Gleckler

To

Verlin E. Irwin

*wait to be paid  
rent, this*

Transferred

7-16

100

County Auditor

State of Ohio, County of Licking, ss.

Presented for Record on the 16 day

of July 1946, at 10-30

o'clock a. m.

Recorded

July 17 1946

in Deed Book No. 381 Page 215

Lorell W. H. Estlin

County Recorder

195

62333

## QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That L. Benton Tussing, Grantor, in consideration of NATURAL LOVE AND AFFECTION, does hereby REMISE, RELEASE AND FOREVER QUIT-CLAIM, to the Grantee, Dorothy S. Tussing, her heirs and assigns forever, an undivided one-half interest in the following real estate situated in the County of Licking, in the State of Ohio, and in the Township of Etna, and bounded and described as follows:

PARCEL ONE:

Being a part of the Southeast quarter of Section No. 16, Township No. 16, Range No. 20, Refugee Lands, Etna Township, Licking County, Ohio.

Beginning at an iron stake in the south line of said Licking County, Ohio, South 86 deg. 30' East 445 feet distant from a large black granite rock in the Southeast corner of the Marion Young land, and in the Southwest corner of an 19 74/100 acre tract heretofore conveyed to L. Benton Tussing; thence with the East line of said 19 74/100 acre tract North 3 deg. 30' East 1938 feet to a stake.

Thence with a line parallel with the said County line South 86 deg. 30' East 452 feet to an iron stake in the West line of a 40 acre tract known as the Widow Fishpaw's land; thence with the said West line of said 40 acre tract South 4 deg. West 1938 feet to an iron stake in the South line of said Licking Co., Ohio; thence with the said South line of said Licking County, North 86 deg. 30' West 434.12/100 feet to the place of beginning.

Containing Nineteen and 71/100 (19 71/100) acres of land

PARCEL TWO:

Being a part of the southeast quarter of Section No. 16, Township No. 16, Range No. 20, Refugee Lands, Etna Township, Licking County, Ohio.

Beginning at a large black granite rock in the south line of said Licking County at the southeast corner of the Marion Young land. Thence with the said south line of said Licking County, South 86 deg. 30' East 445 feet to an iron stake witnessed by Elm tree which bears N. 25-1/4 deg. E. 22 feet distant and an Ash tree which bears S. 42-1/4 deg. E. 29 feet distant therefrom. Thence with the west line of another tract of land of Ralph & Myrtle M. Darby, North 3 deg. 30' East 1938 feet to an iron rod on the north side of a large post at the top of a high bank.

Thence along the rim of said high bank North 82 deg. 45' West 437 feet to an iron stake witnessed by a dead Beech tree, which bears Easterly 11 feet distant therefrom.

Thence South 3 deg. 44' West 1967 feet, running along the east line of the Marion Young land, to the place of beginning.

Containing Nineteen and 74/100 acres of land (19 74/100 A.).

The above premises include a six (6) acre tract devised to Ralph Darby and Myrtle M. Darby by Isiah Houser and a portion

*See Deed Record Vol. 738 Pg. 351*



of a twenty (20) acre tract deeded by Isiah Houser and wife to Ralph Darby, which deed is recorded in Deed Book 226, page 180, Recorder's Office, Licking County, Ohio.

PARCEL THREE:

First Tract: Being a part of the south east quarter of section Sixteen (16) Township Sixteen (16) Range Twenty (20) Refugee Tract:

Beginning for a corner, at the north west corner of said quarter section; Thence east 26 rods and 16 links to a stake; or stone in the Old Hebron Road. Thence south 702 feet more or less to the North east corner of a 19.74 acre tract deeded by Ralph Darby and wife Myrtle Darby to L. Benton Tussing on the 31st day of January 1938; Thence westerly North 82 Degrees 45' West along the north line of said Tussing land 437 feet to an iron stake; Thence north to the place of beginning a distance of 673 feet more or less, containing 6.33 acres, more or less.

Second Tract: Beginning at a point 26 rods and 16 links east of the North west corner of the south east quarter of section 16, Township 16 Range 20 Refugee Lands, in Etina Township, Licking County, Ohio; Thence east 26 rods and 16 links; Thence south 702 feet more or less to the north east corner of a tract of 19.74 acres deeded to L. Benton Tussing on the 9th day of December 1938 by Ralph Darby and wife Myrtle Darby; Thence west along the north line of said L. Benton Tussing land 452 feet more or less to the north west corner of said 19.74 acre tract of said L. Benton Tussing Thence north 702 feet more or less to the place of beginning containing 6.94 acres be the same more or less.

PARCEL FOUR:

Being a part of the South West quarter of Section Sixteen (16), Township Sixteen (16) Range Twenty (20) Refugee Lands, Bounded and described as follows:

Beginning at a stone in the county line between Licking and Fairfield Counties, said stone marking the south east corner of the lands owned by Harvey M. Young, as described in Vol. 281 page 165 Licking County, Deed records, Thence west along said Licking-Fairfield County line, 1607.5 feet to a steel shaft; Thence North on a line at right angles to the county line 505 feet to a steel Shaft; Thence north 86 Deg. 43' East 494 feet to an iron pin; Thence north 46 Deg. east 224.8 feet to an iron pin; Thence north 28 Deg. 45' east 306.7 feet to an iron pin; Thence north 89 Deg. 45' east 805 feet to an iron pin in the west line of the lands now owned by L. B. Tussing; Thence south 18' west along the west line of the lands of said L. B. Tussing 963 feet to the place of beginning, containing 28.40 acres of land, and being the South East part of a 59.26 acre tract formerly owned by H. M. Young. (now deceased).

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee, Dorothy S. Tussing, her heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantor, L. Benton Tussing, has hereunto set his hand this thirteenth day of July, in the year of our Lord One Thousand Nine Hundred and Forty-Six (1946).

Signed and acknowledged in the presence of:

Harry Rucker  
Virginia Bair

L. Benton Tussing



STATE OF OHIO

COUNTY OF FRANKLIN

SS:

219

BE IT REMEMBERED THAT on this thirteenth day of July, A. D. 1946, before me, the subscriber, a Notary Public in and for said county, personally came the above named L. Benton Tussing, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, for the uses and purposes therein mentioned.

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

*Virginia Bair*  
(Virginia Bair)  
Notary Public, Franklin County, Ohio



62333  
Richard S. Bair  
50 E. Broad St.  
Columbus, Ohio

QUIT-CLAIM DEED

L. Benton Tussing

TO

Dorothy S. Tussing

Received July 16, 1946  
at 10-44 A.M.

Recorded July 17-1946  
Deed Record Vol. 381  
Page 217

*Lowell W. Stegmiller*  
(Recorder)

190 Pd

Indexed - 7-16-46.

*James L. Bair*  
*Richard S. Bair*  
LAW OFFICES  
COLLIS GUNDY LANE  
16 EAST BROAD STREET  
COLUMBUS, OHIO



44648

## AFFIDAVIT

STATE OF FLORIDA

Broward COUNTY, SS:

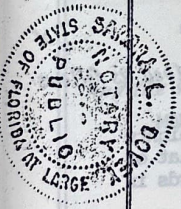
Dorothy S. Tussing, being first duly cautioned and sworn deposes and says that on July 13, 1946 when L. Benton Tussing executed a deed conveying to Dorothy S. Tussing certain real estate described in a deed recorded in volume 381, page 217 of the Deed Records, Licking County, Ohio, L. Benton Tussing, Grantor, was the husband of Grantee, Dorothy S. Tussing.

Further deponent saith not.

Dorothy S. Tussing  
Dorothy S. Tussing

Sworn to before me and subscribed in my presence this 17  
day of March, 1975.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 23, 1977  
BONDED THRU GENERAL INSURANCE UNDERWRITERS



This Instrument Was Prepared By

MORROW, GORDON  
& BYRD  
ATTORNEYS AT LAW  
83 WEST MAIN STREET  
NEWARK, OHIO 43055  
345-9764

TRANSFER NOT NECESSARY  
Date May 7 1975  
Charles S. Buckman  
Licking County Auditor &c

Recorder's Office, Licking Co. Ohio  
Received May 7 1975  
at 10-31-00 Dock A  
Recorded May 8 1975  
In Vol 733 or Deeds  
Page 351  
Robert E. Wise  
ROBERT E. WISE, Recorder  
Fee \$ 2.00  
20.50

MATS

44648 X 9



in the foregoing Deed, and acknowledged the signing of the same to be her  
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.

Eugene Moore

Notary Public Licking County, O.

# 61074 Warranty Deed

Elva M. Rostofor.

TO

Thomas Zipf and

Lillian M. Zipf.

241 S. 18th St Columbus  
Ohio

Transferd 6-5-1946

Done 1st June  
COUNTY AUDITOR

STATE OF OHIO

COUNTY OF Licking

RECEIVED FOR RECORD ON THE

5 day of June 1946

at 10-35 of clock A.M.

and RECORDED June 16-1946

DEED BOOK 379 Page 387

Small W. V. Vermilion

RECORDERS FEE \$ 2.00

1-46-7.5

THE COLUMBUS BLANK BOOK MFG. CO., COL., O.

1114

# 61076 Warranty Deed

Gen'l Code, Secs. 8510-1, 11, 15, 16.

KNOW ALL MEN BY THESE PRESENTS: That Rexford L. Young and  
Martha S. Young his wife, and Antoinette B. Young a widow.

of the Township of Etna, County of Licking  
and State of Ohio in consideration of the sum of  
One Dollar and other valuable considerations,  
to them paid by L. Benton Tussing

of the Township of Violet, County of Fairfield  
and State of Ohio the receipt whereof is hereby acknowledged,  
do hereby GRANT, BARGAIN, SELL and CONVEY to the said  
L. Benton Tussing

his heirs and assigns forever, the following REAL ESTATE, situated in  
the County of Licking in the State of Ohio and in the  
Township of Etna and bounded and described as follows:  
Being a part of the South West quarter of Section  
Sixteen (16), Township Sixteen (16) Range Twenty (20) Refugee  
Lands, Bounded and described as follows.



Beginning at a stone in the county line between Licking and Fairfield Counties, said stone marking the south east corner of the lands owned by Harvey M. Young, as described in Vol. 281 page 165 Licking County, Deed records, Thence west along said Licking-Fairfield County line, 1607.5 feet to a steel shaft; Thence North on a line at right angles to the county line 505 feet to a steel Shaft; Thence north 86 Deg. 43' East 494 feet to an iron pin; Thence north 46 Deg. east 224.8 feet to an iron pin; Thence north 28 Deg. 45' east 306.7 feet to an iron pin; Thence north 89 Deg. 45' east 805 feet to an iron pin in the west line of the lands now owned by L.B. Tussing; Thence south 18' west along the west line of the lands of said L.B. Tussing 963 feet to the place of beginning, containing 28.40 acres of land, and being the South East part of a 59.26 acre tract formerly owned by H.M. Young. ( now deceased)

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said

L. Benton Tussing

his heirs and assigns forever.

And the said Rexford L. Young. Martha S. Young and Antoinette B. Young

for Themselves and Their heirs, do hereby covenant with the said

L. Benton Tussing

his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER;

and that they will forever WARRANT AND DEFEND the same with the appurtenances unto the said L. Benton Tussing

his heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Rexford L. Young. Antoinette B. Young. and Martha S. Young.

who hereby release their right of dower in the premises, have hereunto set their hands, this 12th day of May, 1946.

Signed and acknowledged  
in presence of

*Eugene Moore*  
Eugene Moore

*Thos S. Besse*  
Thos S. Besse.

*Rexford L. Young*  
Rexford L. Young  
*Martha S. Young*  
Martha S. Young  
*Antoinette B. Young*  
Antoinette B. Young.





THE STATE OF

OHIO

LICKING

COUNTY, ss.

391

BE IT REMEMBERED, That on this 12<sup>th</sup> day of May, 1946, before me the subscriber, a Notary Public in and for said County, personally came the above named Rexford L. Young, Antoinette B. Young, and Martha S. Young

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

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

Eugene Moore

My commission expires.  
June 7<sup>th</sup> 1946.

*Eugene Moore*  
*Notary Public*  
*Licking Co. O*

Warranty Deed

FROM

Rexford L. Young and

Antoinette B. Young

TO

L. Benton Tussing.

*Pickerington*

*Frankfield Co Ohio*

Received June 5 1946

At 10-37 o'clock A. M.

Recorded June 6 - 1946

In Licking County

Record of Deeds, Vol. 379

Page 379

*Spull W. Vermilion Recorder*

Recorder's Fee, - - - - \$2.00 Pd

TRANSFERRED,

*9-5* 1946

*Spull W. Vermilion Auditor*

THE COLUMBUS BLANK BOOK MFG. CO., COLUMBUS, O.



IN WITNESS WHEREOF, I, Chas. H. Swank Sheriff as aforesaid, do hereunto set my hand and seal of office, at Newark, this 21st day of February 1918.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

E. L. Emswiler

E. C. Legge

Chas. H. Swank (Seal)

Sheriff of Licking County, Ohio.

THE STATE OF OHIO, LICKING COUNTY, SS.

Personally appeared Chas. H. Swank Sheriff of said County, signer and sealer of the foregoing instrument, and acknowledged the signing of said instrument to be his free act and deed, in his official capacity as Sheriff, before me this 21st day of February 1918.

John M. Swartz

(Notarial Seal)

Notary Public, Licking County, O.

Received December 15, 1938  
At 3:02 o'clock P. M.  
Recorded December 16, 1938  
LOWELL W. VERMILION. Recorder

Fee \$.75

RMC

RALPH V. DARBY AND MYRTLE M. #11587  
DARBY, HUSBAND AND WIFE

# WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS That

Ralph V. Darby and Myrtle M. Darby,  
husband and wife, of the Township of

L. BENTON TUSSING

Truro, County of Franklin and State of Ohio Grantors, in consideration of the sum of One Dollar and other good and valuable considerations to us paid by L. Benton Tussing of the City of Columbus, County of Franklin, and State of Ohio Grantee, the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Grantee, L. Benton Tussing, his heirs and assigns forever, the following REAL ESTATE situated in the County of Licking in the State of Ohio, and in the Township of Etna and bounded and described as follows:

Being a part of the Southeast quarter of Section No. 16, Township No. 16, Range No. 20, Refugee Lands, Etna Township, Licking County, Ohio.

Beginning at an iron stake in the south line of said Licking County, Ohio, South 86° 30' East 445 feet distant from a large black granite rock in the Southeast corner of the Marion Young land, and in the Southwest corner of an 19 74/100 acre tract heretofore conveyed to L. Benton Tussing; thence with the East line of said 19 74/100 acre tract North 3° 30' East 1938 feet to stake.

Thence with a line parallel with the said County line South 86° 30' East 452 feet to an iron stake in the West line of a 40 acre tract known as the Widow Fishpaw's land; thence with the said West line of said 40 acre tract South 4° West 1938 feet to an iron stake in the South line of said Licking Co., Ohio; thence with the said South line of said Licking County, North 86° 30' West 434.12/100 feet to the place of beginning.

Containing Nineteen and 71/100 (19 71/100) acres of land.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee, J. Benton Tussing, his heirs and assigns forever. And the said Grantors, Ralph V. Darby and Myrtle M. Darby, for themselves and their heirs, do hereby covenant with the said Grantee, L. Benton Tussing, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER; and that they will forever WARRANT



AND DEFEND the same, with the appurtenances, unto the said Grantee, L. Benton Tussing, his heirs and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the said Grantors, Ralph V. Darby and Myrtle M. Darby, husband and wife, who hereby release their rights of dower in the premises, have hereunto set their hands, this ninth day of December in the year of our Lord one thousand nine hundred and thirty-eight (1938).

SIGNED AND ACKNOWLEDGED IN PRESENCE OF

Evelyn Steele

Ralph V. Darby

Violet Bryan

Myrtle M. Darby

THE STATE OF OHIO, FRANKLIN COUNTY, SS.

BE IT REMEMBERED That on this ninth day of December A. D. 1938, before me, the subscriber, a Notary Public in and for said county, personally came the above named Ralph V. Darby and Myrtle M. Darby, the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

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

Evelyn Steele

(Notarial Seal)

(Evelyn Steele) Notary Public,  
Franklin County, Ohio.

\$1.00 Documentary U.S.I.R. Stamp attached and cancelled.

Received December 16, 1938

At 9:18 o'clock A. M.

Recorded December 16, 1938

LOWELL W. VERMILION. Recorder

Fee \$.90

RMC

|   |         |          |        |  |     |     |
|---|---------|----------|--------|--|-----|-----|
| ...   | ...     | ...      | ...    | ...  | ... | ... |
| No. 13485   | Doc. 24 | Page 381 | #11588 | CERTIFICATE FOR TRANSFER OF REAL ESTATE                      | ... | ... |
| PROBATE COURT, LICKING COUNTY, OHIO                       |         |          |        | PROBATE COURT, LICKING COUNTY, OHIO                          |     |     |
| IN THE MATTER OF THE ESTATE OF                            |         |          |        | No. 13485  |     |     |
| GEORGE W. FRANKELBERRY, DECEASED                          |         |          |        | CERTIFICATE FOR TRANSFER OF REAL ESTATE                      |     |     |
| CERTIFICATE FOR TRANSFER OF REAL ESTATE                   |         |          |        | IN THE MATTER OF THE ESTATE OF                               |     |     |
| ...   | ...     | ...      | ...    | ...  |     |     |
| TO THE COUNTY RECORDER OF LICKING COUNTY, OHIO, GREETING: |         |          |        | GEO. W. FRANKELBERRY KNOWN AS GEORGE FRANKELBERRY, DECEASED. |     |     |

I hereby certify that the records of this Court show that Geo. W. Frankelberry residing at Croton, Ohio, Hartford Township died intestate on January 19, 1936; that said Estate is being administered under Number 13485 and a memorandum record of said Estate can be found in Administration Docket No. 24, page 381, of the Records of the Probate Court of Licking County, Ohio;

That said decedent died seized of the following described parcels of real estate in your County:

The following Real Estate situated in the County of Licking in the State of Ohio and in the Township of Hartford and bounded and described as follows:  
Being in Range Fifteen - Township Four - Section One - and Lot number Thirteen of the United States Military land. Commencing at the north east corner of said lot number thirteen at a post in the road; thence south one hundred and one and 20/100 rods to a stake or stone - thence west one hundred and sixty three and 20/100 rods to a stake or stone - thence north one hundred and one and 20/100 rods to a stake or stone - thence east one hundred and sixty three and 20/100 rods to the place of beginning, containing



encumbrances whatsoever except as hereinabove referred to and that the Shell Petroleum Corporation will forever warrant and defend the same, with all the appurtenances, unto the said Grantee Louis A. Feibel and his heirs, successors, and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Shell Petroleum Corporation has caused this deed to be executed this 28th day of January, A. D. 1938, by its Vice President and its seal to be here attached and attested by its Assistant Secretary.

WITNESSES:

Edw. H. Hilke

Stanley Moon

SHELL PETROLEUM CORPORATION

By J. W. Watson

TSJ

Vice President

(Corporate Seal)

ATTEST:

P. R. Chenoweth  
Assistant Secretary

STATE OF MISSOURI, CITY OF ST. LOUIS, SS:

BE IT REMEMBERED, That on this 28th day of January, A. D. 1938, before me, a Notary Public in and for the said City and State, personally appeared J. W. Watson, to me known, who is the Vice President of the Shell Petroleum Corporation, and who executed the foregoing instrument on behalf of the said corporation, and who, being by me duly sworn, said that he resides in Clayton, Mo.; that he is the Vice President of the said Shell Petroleum Corporation, the corporation which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by authority of the Board of Directors of the said corporation; and that he signed his name thereto by like authority; and the said J. W. Watson duly acknowledged that he signed and sealed the foregoing instrument as such Vice President, for and on behalf of the said corporation and that the said instrument is his free act and deed, as such Vice President, and the free act and deed of the said corporation, for the uses and purposes therein expressed and mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of January, A. D. 1938.

Fred Gleave

Notary Public . My commission  
expires; June 24, 1938

(Notarial Seal)

Received February 5, 1938  
At 9:29 o'clock A. M.  
Recorded February 7, 1938  
LOWELL W. VERMILION. Recorder

RMC

Fee \$1.15

RALPH DARBY AND MYRTLE C. DARBY, #6613  
HUSBAND AND WIFE

TO

L. BENTON TUSSING

KNOW ALL MEN BY THESE PRESENTS: That  
Ralph Darby and Myrtle M. Darby, husband and  
wife, of the Village of Reynoldsburg, County  
of Franklin, and State of Ohio, Grantors, in

consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them paid by L. Benton Tussing, of the Village of Bexley, County of Franklin, and State of Ohio, Grantee, the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Grantee, L. Benton Tussing, his heirs and assigns forever, the following Real Estate, situated in the County of Licking, in the State of Ohio, and in the Township of Etina, and bounded and described as follows:



Being a part of the southeast quarter of Section No. 16, Township No. 18, Range No. 20, Refugee Lands, Etna Township, Licking County, Ohio.

Beginning at a large black granite rock in the south line of said Licking County at the southeast corner of the Marion Young land. Thence with the said south line of said Licking County, South 86 deg. 30' East 445 feet to an iron stake witnessed by Elm tree which bears N. 25½ deg. E. 22 feet distant and an Ash tree which bears S. 42½ deg. E. 29 feet distant therefrom. Thence with the west line of another tract of land of the Grantor's herein, North 3 deg. 30' East 1938 feet to an iron rod on the north side of a large post at the top of a high bank.

Thence along the rim of said high bank North 82 deg. 45' West 437 feet to an iron stake witnessed by a dead Beech tree, which bears Easterly 11 feet distant therefrom.

Thence South 3 deg. 44' West 1967 feet, running along the east line of the Marion Young land, to the place of beginning.

Containing Nineteen and 74/100 acres of land (19 74/100 A.).

The above premises include a six (6) acre tract devised to Grantors by Isiah Houser and a portion of a twenty (20) acre tract deeded by Isiah Houser and wife to Grantor, Ralph Darby, which deed is recorded in Deed Book 226, page 180, Recorder's Office, Licking County, Ohio.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging to the said Grantee, L. Benton Tussing, his heirs and assigns forever. And the said Grantors, Ralph Darby and Myrtle M. Darby, for themselves and their heirs, do hereby covenant with the said Grantee, L. Benton Tussing, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER, except all taxes and assessments becoming due and payable after the December, 1937, payment; and that they will forever WARRANT AND DEFEND the same, with the appurtenances, unto the said Grantee, L. Benton Tussing, his heirs and assigns, against the lawful claims of all persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF, the said Grantors, Ralph Darby and Myrtle M. Darby, who releases her right of dower in approximately fourteen (14) acres of the above premises, being all of said premises owned individually by the said Ralph Darby, and each of whom hereby releases his or her right of dower in the remainder of the above described premises, and each of whom has hereunto set his hand this 31st day of January, in the year of our Lord one thousand nine hundred and thirty-eight (1938).

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

O. H. Mosier

Ralph Darby

Margaret L. Hock

Myrtle M. Darby

THE STATE OF OHIO, FRANKLIN COUNTY, SS:

BE IT REMEMBERED That on this 31st day of January, 1938, before me, the subscriber, a Notary Public in and for said county, personally came the above named Ralph Darby and Myrtle M. Darby, the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

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

O. H. Mosier

(Notarial Seal)

Notary Public, Franklin County, Ohio

Fee \$1.15

\$1.00 Documentary U.S.I.R. Stamp attached.

Received February 5, 1938

At 9:38 o'clock A. M.

Recorded February 7, 1938

LOWELL W. VERMILION. Recorder

|                         |              |
|-------------------------|--------------|
| InstrID:202309050016103 | 9/5/2023     |
| Pages:15 F: \$138.00    | 11:56 AM     |
| Bryan A. Long           | T20230017768 |
| Licking County Recorder |              |

**RECORDATION REQUESTED BY:**

The Fahey Banking Company, Fahey Bank Main Office, 127 North Main Street, Marion, OH 43302

**WHEN RECORDED MAIL TO:**

**SEND TAX NOTICES TO:**

The Fahey Banking Company, Fahey Bank Main Office, 127 North Main Street, Marion, OH 43302

**FOR RECORDER'S USE ONLY**

**ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS dated July 25, 2023, is made and executed between Fish Belly LLC, an Ohio limited liability company, whose address is 7210 Hollandia Dr, Westerville, OH 43081 (referred to below as "Grantor") and The Fahey Banking Company, whose address is 127 North Main Street, Marion, OH 43302 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Licking County, State of Ohio:

See Exhibit "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 10571 Taylor Rd SW, Etna, OH 43068. The Property tax identification number is 012-027450-01.000, 010-017448-00.000, 012-027450-00.000.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Assignment secures all obligations,



**ASSIGNMENT OF RENTS  
(Continued)**

Page 2

---

debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the

**ASSIGNMENT OF RENTS  
(Continued)**

Page 3

---

Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Ohio and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this

**ASSIGNMENT OF RENTS  
(Continued)**

Page 4

---

Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings,



## ASSIGNMENT OF RENTS (Continued)

Page 5

---

whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender

**ASSIGNMENT OF RENTS  
(Continued)**

Page 6

---

shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Ohio.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Marion County, State of Ohio.

**Merger.** There shall be no merger of the interest or estate created by this Assignment with

**ASSIGNMENT OF RENTS  
(Continued)**

Page 7

---

any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid

**ASSIGNMENT OF RENTS  
(Continued)**

Page 8

---

and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means Fish Belly LLC.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means Fish Belly LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

**Lender.** The word "Lender" means The Fahey Banking Company, its successors and

**ASSIGNMENT OF RENTS  
(Continued)**

Page 9

assigns.

**Note.** The word "Note" means the promissory note dated July 25, 2023, in the original principal amount of **\$351,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

**THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON JULY 25, 2023.**

**GRANTOR:**

**FISH BELLY LLC**

By: 

Douglas Fosnaugh, Sole Member of Fish Belly LLC



ASSIGNMENT OF RENTS  
(Continued)

Page 10

This instrument was prepared by Loan Department, The Fahey Banking Company, 127 North Main St, Marion, OH 43302.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Ohio )  
 ) SS  
County of Dicking )

This instrument was acknowledged before me on July 25, 2023 by Douglas Fosnaugh, Sole Member of Fish Belly LLC, an Ohio limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the foregoing with regard to this notarial act.



KELLY GASTINEAU  
Notary Public, State of Ohio  
My Commission Expires  
November 30, 2026

[Signature]  
Notary Public in and for the State of Ohio  
Kelly Gastineau  
(Printed Name)

My commission expires: 11/30/2026

| PRE-APPROVAL                                 |                                      |
|--|--------------------------------------|
| LICKING COUNTY ENGINEER                      |                                      |
| APPROVED <input checked="" type="checkbox"/> | CONDITIONAL <input type="checkbox"/> |
| APPROVED BY:                                 | <i>[Signature]</i>                   |
| DATE:  | 8-21-23                              |

**PAUL J. BOESHART, Professional Land Surveyor**  
**Email:** [pjboeshart@hotmail.com](mailto:pjboeshart@hotmail.com)

**94 CANYON VILLA DRIVE**  
**Hebron, OH 43025**

**Ph: 740-928-4130**

August 15, 2023

**Job No. 23-7803**

**PARCEL A – All of Parcel No. 012-027450-01.000 – 0.799 Acres**

The parcel herein described is known as being a part of the same lands conveyed to **Carroll Brown** as described in Deed Volume 748 on Page 120 found recorded in the Licking County Recorder's Office in Newark, Ohio and is situated in and being a part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);

**Thence**, with the south line of Lot 24, **North 86 degrees 33 minutes 17 seconds West, 82.27 feet** to an existing 1/2" iron pipe;

**Thence**, with the lines of Bradley A. Gosnell, Tr. (Gosnell Keystone Inheritance Trust – Instr. No. 200911170014929), the following (2) two courses:

- 1.) **South 33 degrees 51 minutes 27 seconds West, 636.39 feet** to a point;
- 2.) **Thence, North 85 degrees 52 minutes 12 seconds West, 860.93 feet** to a point, referenced by an existing 1/2" iron pipe bearing North 72 degrees 13 minutes 39 seconds East, 6.05 feet therefrom and an existing 1" square iron pin bearing North 23 degrees 29 minutes 48 seconds East, 5.68 feet therefrom;

**Thence**, with the east line of Gerald & Debra Saffo (Instr. No. 200512220040456) and Robert A. Gill, Tr. (Instr. No. 200005160015386), **South 4 degrees 24 minutes 29 seconds West, 615.61 feet** to an existing 5/8" iron pin and the **True Point of Beginning** for the herein described parcel;

**Thence**, with the lines of Carroll Brown (Instr. No. 201311050027379), the following (3) three courses:

- 1.) **South 85 degrees 55 minutes 26 seconds East, 290.60 feet** to an existing 5/8" iron pin;
- 2.) **Thence, South 4 degrees 57 minutes 57 seconds West, 120.00 feet** to an existing 5/8" iron pin;
- 3.) **Thence, North 85 degrees 55 minutes 26 seconds West, 289.96 feet** to an existing 1/2" iron pipe;

**Thence**, with the east line of Roberta A. Gill, Tr. (Instr. No. 200005160015386), **North 4 degrees 39 minutes 34 seconds East, 119.93 feet** to the **True Point of Beginning**.

**Containing 0.799 Acres** and being subject to all legal roads, easements, and restrictions of record.

**PARCEL B – All of Parcel No. 012-027450-00.000 – 15.313 Acres and**

The parcel herein described is known as being a part of the same lands conveyed to **Carroll Brown** as described in Instrument No. 201311050027379 found recorded in the Licking County Recorder's Office in Newark, Ohio and is situated in and being a part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);

**Thence**, with the south line of Lot 29, 30 & 31 of the said Brookmeadow Park No. 2 Subdivision, **South 86 degrees 33 minutes 17 seconds East**, passing an existing 5/8" iron pin at 229.73 feet and 429.85 feet, a total distance of **693.14 feet** to an existing stone corner;

**Thence**, leaving the said Subdivision, **South 3 degrees 33 minutes 24 seconds West**, **4.45 feet** to an existing 5/8" iron pin on the north line of Interstate 70, 150.00 feet left of Highway Station 251+27.17;

**Thence**, with the north line of Interstate 70, **South 50 degrees 09 minutes 44 seconds West**, **508.19 feet** to an existing 3/4" iron pipe;

**Thence**, leaving the said line of Interstate 70 and along the lines of Carroll Brown (Instr. No. 201311050027379 – Parcel No. 010-017448-00.000), the following (5) five courses:

- 1.) **North 87 degrees 33 minutes 17 seconds West**, **440.77 feet** to an existing 5/8" iron pin;
- 2.) **Thence, South 32 degrees 12 minutes 10 seconds West**, **314.17 feet** to an existing 5/8" iron pin;
- 3.) **Thence, South 48 degrees 32 minutes 18 seconds West**, **222.92 feet** to an existing 5/8" iron pin;
- 4.) **Thence, North 86 degrees 52 minutes 12 seconds West**, **486.20 feet** to an existing 5/8" iron pin;
- 5.) **Thence, South 4 degrees 24 minutes 29 seconds West**, **486.09 feet** to a point on the north line of Interstate 70, 150.00 feet left of Highway Station 123+43.48;

**Thence**, on a curve to the right, Curve Data: Delta = 0 degrees 25 minutes 15 seconds, Radius = 5570.56 feet, Arc = 40.92 feet, **South 64 degrees 50 minutes 08 seconds West**, **40.92 feet** to an existing 5/8" iron pin, 150.00 feet left of Highway Station 123+02.56 at the intersection with the line between Licking and Fairfield Counties and on the south line of Section 16;

**Thence**, with the said County Line, **North 85 degrees 36 minutes 07 seconds West**, **321.22 feet** to an existing 1/2" iron pipe;

**Thence**, with the east line of Roberta A. Gill, Trustee (Instr. No. 200005160015386), **North 2 degrees 59 minutes 30 seconds East**, **22.28 feet** to an existing 1/2" iron pipe;

**Thence**, with the lines of Carroll Brown (D.V. 748 Pg. 120), the following (3) three courses:

- 1.) **South 85 degrees 54 minutes 45 seconds East**, **289.96 feet** to an existing 5/8" iron pin;
- 2.) **Thence, North 4 degrees 57 minutes 57 seconds East**, **120.00 feet** to an existing 5/8" iron pin;
- 3.) **Thence, North 85 degrees 55 minutes 26 seconds West**, **290.60 feet** to an existing 5/8" iron pin on the east line of the said Roberta A. Gill, Trustee parcel;

**Thence**, with the east line of Roberta A. Gill, Tr. (Instr. No. 200005160015386), **North 4 degrees 24 minutes 29 seconds East**, **615.61 feet** to an existing 5/8" iron pin;

**Thence**, with the lines of Fradley A. Gosnell, Tr. (Gosnell Keystone Inheritance Trust – Instr. No. 200911170024929), the following (2) two courses:

- 1.) **South 85 degrees 52 minutes 12 seconds East**, **860.93 feet** to a point, referenced by an existing 1/2" iron pipe bearing North 72 degrees 13 minutes 39 seconds East, 6.05 feet therefrom and an existing 1" square iron pin bearing North 23 degrees 29 minutes 48 seconds East, 5.68 feet therefrom;
- 2.) **Thence, North 33 degrees 51 minutes 27 seconds East**, **636.39 feet** to an existing 1/2" iron pipe on the south line of Lot 24 in Brookmeadow Park No. 2 (Plat Book 7 page 114);

**Thence**, with the south line of Lot 24 inf the said Brookmeadow Park No. 2 Subdivision, **South 86 degrees 33 minutes 17 seconds East, 82.27 feet to the Point of Beginning.**

**Containing 15.313 Acres** and being subject to all legal roads, easements, and restrictions of record.

**PARCEL C – Part of Parcel No. 010-017448-00.000 – 4.908 Acres**

The parcel herein described is known as being a part of the same lands conveyed to **Carroll Brown** as described in Instrument No. 201311050027379 found recorded in the Licking County Recorder's Office in Newark, Ohio and is situated in and being a part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);

**Thence**, with the south line of Lot 29, 30 & 31 of the said Brookmeadow Park No. 2 Subdivision, **South 86 degrees 33 minutes 17 seconds East**, passing an existing 5/8" iron pin at 229.73 feet and 429.85 feet, a total distance of **693.14 feet** to an existing stone corner and the **True Point of Beginning**;

**Thence**, with the east line of Lots 32, 33, 34 & 35 of the said Subdivision, **North 3 degrees 54 minutes 02 seconds East**, passing an existing 5/8" iron pin at 234.70 feet and 434.65 feet, a total distance of **642.74 feet** to an existing 5/8" iron pin;

**Thence**, with the south line of Helega Satiba LLC (Instr. No. 201003290005717), Palm Farms LLC (Instr. No. 202108260025843) and Kenton Fairchild II (Instr. No. 202303200004718), **South 84 degrees 46 minutes 59 seconds East, 660.89 feet** to an existing 5/8" iron pin on the north line of Interstate 70, 150.00 feet left of Highway Station 260+41.46;

**Thence**, with the north line of Interstate 70, **South 50 degrees 10 minutes 17 seconds West, 914.30 feet** to an existing 5/8" iron pin, 150.00 feet left of Highway Station 251+27.17;

**Thence**, leaving the said road, **North 3 degrees 33 minutes 24 seconds East, 4.45 feet** to the **True Point of Beginning**.

**Containing 4.908 Acres** and being subject to all legal roads, easements, and restrictions of record.

**PARCEL D – All of Parcel No. 010-017448-00.000 – 7.613 Acres and**

The parcel herein described is known as being a part of the same lands conveyed to **Carroll Brown** as described in Instrument No. 201311050027379 found recorded in the Licking County Recorder's Office in Newark, Ohio and is situated in and being a part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);

**Thence**, with the south line of Lot 29, 30 & 31 of the said Brookmeadow Park No. 2 Subdivision, **South 86 degrees 33 minutes 17 seconds East**, passing an existing 5/8" iron pin at 229.73 feet and 429.85 feet, a total distance of **693.14 feet** to an existing stone corner;

**Thence**, leaving the said Subdivision, **South 3 degrees 33 minutes 24 seconds West, 4.45 feet** to an existing 5/8" iron pin on the north line of Interstate 70, 150.00 feet left of Highway Station 251+27.17;

**Thence**, with the north line of Interstate 70, **South 50 degrees 09 minutes 44 seconds West, 508.19 feet** to an existing 3/4" iron pipe and the **True Point of Beginning** for the herein described **7.613 acres**;

**Thence**, continuing with the said road line, **South 50 degrees 09 minutes 44 seconds West, 151.46 feet** to an existing 5/8" iron pin at the point of tangency, 150.00 feet left of Highway Station 137+88.59;

**Thence**, on a curve to the right, Curve Data: Delta = 14 degrees 27 minutes 46 seconds, Radius = 5570.56 feet, Arc = 1406.15 feet, **South 57 degrees 23 minutes 37 seconds West, 1402.42 feet** to a point, 150.00 feet left of Highway Station 123+43.48, referenced by an existing 5/8" iron pin bearing South 64 degrees 50 minutes 08 seconds West, 40.92 feet therefrom;

**Thence**, leaving the said line of Interstate 70 and along the lines of Carroll Brown (Instr. No. 201311050027379 – Parcel No. 012-027450-00.000), the following (5) five courses:

- 1.) **North 4 degrees 24 minutes 29 seconds East, 486.09 feet** to an existing 5/8" iron pin;
- 2.) **Thence, South 86 degrees 52 minutes 12 seconds East, 486.20 feet** to an existing 5/8" iron pin;
- 3.) **Thence, North 48 degrees 32 minutes 18 seconds East, 222.92 feet** to an existing 5/8" iron pin;
- 4.) **Thence, North 32 degrees 12 minutes 10 seconds East, 314.17 feet** to an existing 5/8" iron pin;

**Thence, South 87 degrees 33 minutes 17 seconds East, 440.77 feet** to the **True Point of Beginning**.

**Containing 7.613 Acres** and being subject to all legal roads, easements, and restrictions of record.

**ALSO, A 16' ACCESS EASEMENT** from Taylor Road (Township Road 219 – 50' R/W) in Violet Township, Fairfield County through Fairfield Co. Parcel No. 012-027450-00.000

The access easement herein described is known as being a part of the same lands conveyed to **Birch Homes LLC** as described in Instrument No. 202200020121 found recorded in the Fairfield County Recorder's Office in Lancaster, Ohio and is situated in and being a part of Section 21 in Violet Township, Township 16 North in Range 20 West in the Refugee Lands of Fairfield County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision in Licking County (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);

**Thence**, with the south line of Lot 24, **North 86 degrees 33 minutes 17 seconds West, 82.27 feet** to an existing 1/2" iron pipe;

**Thence**, with the lines of Bradley A. Gosnell, Tr. (Gosnell Keystone Inheritance Trust – Instr. No. 200911170014929), the following (2) two courses:

- 1.) **South 33 degrees 51 minutes 27 seconds West, 636.39 feet** to a point;
- 2.) **Thence, North 85 degrees 52 minutes 12 seconds West, 860.93 feet** to an existing 5/8" iron pin;

**Thence**, with the east line of Gerald & Debra Saffo (Instr. No. 200512220040456) and Robert A. Gill, Tr. (Instr. No. 200005160015386), **South 4 degrees 24 minutes 29 seconds West, 615.61 feet** to an existing 5/8" iron pin;

**Thence**, continuing with the east line of the Gill parcel, **South 4 degrees 39 minutes 34 seconds West, 119.93 feet** to an existing 1/2" iron pipe;



**Thence, South 2 degrees 59 minutes 30 seconds West, 22.28 feet** to an existing 1/2" iron pipe on the line between Licking and Fairfield Counties, the same being the north line of Section 21 and the south line of Section 26;

**Thence, with the said county line, South 85 degrees 36 minutes 07 seconds East, 15.50 feet** to the center of the existing driveway, the centerline of the 16' easement and the **True Point of Beginning** for the herein described **16' Access Easement**;

**Thence**, through the Birch Homes LLC parcel with the centerline of the 16' easement, said easement being 8 feet on either side of the centerline of said easement, the following (10) ten courses:

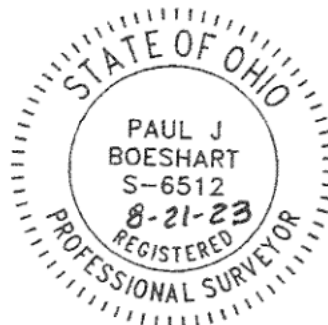
- 1.) **South 58 degrees 24 minutes 20 seconds West, 47.05 feet** to a point;
- 2.) **Thence, South 74 degrees 37 minutes 07 seconds West, 80.27 feet** to a point;
- 3.) **Thence**, on a curve to the left, Curve Data: Delta = 17 degrees 42 minutes 33 seconds, Radius = 200.00 feet, Arc = 61.82 feet, **South 65 degrees 45 minutes 51 seconds West, 61.57 feet** along the chord to a point;
- 4.) **Thence, South 56 degrees 54 minutes 34 seconds West, 160.01 feet** to a point;
- 5.) **Thence**, on a curve to the left, Curve Data: Delta = 22 degrees 58 minutes 37 seconds, Radius = 200.00 feet, Arc = 80.20 feet, **South 45 degrees 25 minutes 16 seconds West, 79.67 feet** along the chord to a point;
- 6.) **Thence, South 33 degrees 55 minutes 57 seconds West, 29.46 feet** to a point;
- 7.) **Thence**, on a curve to the right, Curve Data: Delta = 42 degrees 38 minutes 41 seconds, Radius = 200.47 feet, Arc = 149.21 feet, **South 55 degrees 15 minutes 18 seconds West, 145.79 feet** along the chord to a point;
- 8.) **Thence, South 76 degrees 36 minutes 36 seconds West, 86.30 feet** to a point;
- 9.) **Thence**, on a curve to the right, Curve Data: Delta = 9 degrees 45 minutes 23 seconds, Radius = 201.70 feet, Arc = 34.34 feet, **South 81 degrees 29 minutes 18 seconds West, 34.30 feet** along the chord to a point;
- 10.) **Thence, South 86 degrees 22 minutes 31 seconds West, 52.13 feet** to the terminal point on the east line of Taylor Road (50' R/W).

**"Bearings** are based on the Ohio State Plane Coordinate System, Ohio South Zone, NAD83 (CORS), as established using GPS Observations processed against the Ohio CORS network, with the south line of Brookmeadow Park No. 2 Subdivision as bearing **South 86 degrees 33 minutes 17 seconds East**, and are used to denote angles only."

All iron pins set are 5/8" x 30" Re-bar with a 2" Aluminum ID cap stamped "Paul J. Boeshart S-6512".

I, **Paul J. Boeshart**, (Reg. No. S-6512), hereby certify that the above description represents a true and correct survey and all measurements were made under my direct supervision in accordance with Chapter 4733-37 of the Ohio Administration Code in July, 2023.

  
**Paul J. Boeshart, P.L.S.**  
**Registration No. S-6512**



|                         |                      |
|-------------------------|----------------------|
| InstrID:202309050016102 | 9/5/2023             |
| Pages:17                | F: \$154.00 11:56 AM |
| Bryan A. Long           | T20230017768         |
| Licking County Recorder |                      |

**RECORDATION REQUESTED BY:**

The Fahey Banking Company, Fahey Bank Main Office, 127 North Main Street, Marion, OH 43302

**WHEN RECORDED MAIL TO:**

**SEND TAX NOTICES TO:**

The Fahey Banking Company, Fahey Bank Main Office, 127 North Main Street, Marion, OH 43302

**FOR RECORDER'S USE ONLY**

**OPEN - END CONSTRUCTION MORTGAGE**

**MAXIMUM LIEN:** The Maximum Amount of Loan Indebtedness secured by this Open-End Mortgage is **\$351,000.00**. The words "Maximum Amount of Loan Indebtedness" as used in this Mortgage mean the maximum unpaid balance of loan advances made under the Note which may be outstanding at any one time. The Maximum Amount of Loan Indebtedness does not include any (A) interest, (B) taxes, (C) assessments, (D) insurance premiums, or (E) costs incurred for the protection of the Property. Grantor and Lender intend that, in addition to any other indebtedness or obligations secured hereby, this Mortgage shall secure indebtedness arising from loan advances made by Lender after this Mortgage is delivered to the recorder for record.

**THIS MORTGAGE** dated July 25, 2023, is made and executed between Fish Belly LLC, an Ohio limited liability company, whose address is 7210 Hollandia Dr, Westerville, OH 43081 (referred to below as "Grantor") and The Fahey Banking Company, whose address is 127 North Main Street, Marion, OH 43302 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, mortgages and conveys to Lender, with mortgage covenants and upon the statutory condition, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Licking County, State of Ohio:

See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 10571 Taylor Rd SW, Etna, OH 43068. The Real Property tax identification number is 012-027450-01.000, 010-017448-00.000, 012-027450-00.000.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly

**MORTGAGE  
(Continued)**

Page 2

with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**CONSTRUCTION MORTGAGE.** This Mortgage is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Ohio.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any

**MORTGAGE  
(Continued)**

Page 3

use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments

**MORTGAGE  
(Continued)**

Page 4

against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this



**MORTGAGE  
(Continued)**

Page 5

Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**MORTGAGE  
(Continued)**

Page 6

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for

**MORTGAGE  
(Continued)**

Page 7

the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor

**MORTGAGE  
(Continued)**

Page 8

to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the

**MORTGAGE  
(Continued)**

Page 9

terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Ohio.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Marion County, State of Ohio.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole



**MORTGAGE  
(Continued)**

Page 10

discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Fish Belly LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means Fish Belly LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**MORTGAGE  
(Continued)**

Page 11

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

**Lender.** The word "Lender" means The Fahey Banking Company, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated July 25, 2023, in the original principal amount of **\$351,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

GRANTOR:

FISH BELLY LLC

By:   
Douglas Fosnaugh, Sole Member of Fish Belly LLC

This instrument was prepared by Loan Department, The Fahey Banking Company, 127 North Main St, Marion, OH 43302.



MORTGAGE  
(Continued)

Page 12

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Ohio )  
 ) SS  
County of Dickins )

This instrument was acknowledged before me on July 25, 2023  
by Douglas Fosnaugh, Sole Member of Fish Belly LLC, an Ohio limited liability company, on  
behalf of the limited liability company. No oath or affirmation was administered to the  
foregoing with regard to this notarial act.



KELLY GASTINEAU  
Notary Public, State of Ohio  
My Commission Expires  
November 30, 2026

Kelly Gastineau  
Notary Public in and for the State of Ohio  
Kelly Gastineau  
(Printed Name)

My commission expires: 11/30/2026

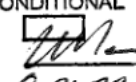
SATISFACTION AND DISCHARGE OF MORTGAGE

(To be used only when obligations have been paid in full)

\_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, Ohio

The conditions and obligations of this Mortgage have been complied with, and therefore this  
Mortgage is hereby satisfied and discharged.

Attest: \_\_\_\_\_ The Fahey Banking Company  
By: \_\_\_\_\_

| PRE-APPROVAL                                 |   |
|--|---|
| LICKING COUNTY ENGINEER                      |   |
| APPROVED <input checked="" type="checkbox"/> | CONDITIONAL <input type="checkbox"/>  |
| APPROVED BY:                                 |  |
| DATE:  | 8-21-23   |

**PAUL J. BOESHART, Professional Land Surveyor**  
**Email:** [pjboeshart@hotmail.com](mailto:pjboeshart@hotmail.com)

**94 CANYON VILLA DRIVE**  
**Hebron, OH 43025**

**Ph: 740-928-4130**

August 15, 2023

**Job No. 23-7803**

**PARCEL A – All of Parcel No. 012-027450-01.000 – 0.799 Acres**

The parcel herein described is known as being a part of the same lands conveyed to **Carroll Brown** as described in Deed Volume 748 on Page 120 found recorded in the Licking County Recorder's Office in Newark, Ohio and is situated in and being a part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);

**Thence**, with the south line of Lot 24, **North 86 degrees 33 minutes 17 seconds West, 82.27 feet** to an existing 1/2" iron pipe;

**Thence**, with the lines of Bradley A. Gosnell, Tr. (Gosnell Keystone Inheritance Trust – Instr. No. 200911170014929), the following (2) two courses:

- 1.) **South 33 degrees 51 minutes 27 seconds West, 636.39 feet** to a point;
- 2.) **Thence, North 85 degrees 52 minutes 12 seconds West, 860.93 feet** to a point, referenced by an existing 1/2" iron pipe bearing North 72 degrees 13 minutes 39 seconds East, 6.05 feet therefrom and an existing 1" square iron pin bearing North 23 degrees 29 minutes 48 seconds East, 5.68 feet therefrom;

**Thence**, with the east line of Gerald & Debra Saffo (Instr. No. 200512220040456) and Robert A. Gill, Tr. (Instr. No. 200005160015386), **South 4 degrees 24 minutes 29 seconds West, 615.61 feet** to an existing 5/8" iron pin and the **True Point of Beginning** for the herein described parcel;

**Thence**, with the lines of Carroll Brown (Instr. No. 201311050027379), the following (3) three courses:

- 1.) **South 85 degrees 55 minutes 26 seconds East, 290.60 feet** to an existing 5/8" iron pin;
- 2.) **Thence, South 4 degrees 57 minutes 57 seconds West, 120.00 feet** to an existing 5/8" iron pin;
- 3.) **Thence, North 85 degrees 55 minutes 26 seconds West, 289.96 feet** to an existing 1/2" iron pipe;

**Thence**, with the east line of Roberta A. Gill, Tr. (Instr. No. 200005160015386), **North 4 degrees 39 minutes 34 seconds East, 119.93 feet** to the **True Point of Beginning**.

**Containing 0.799 Acres** and being subject to all legal roads, easements, and restrictions of record.

**PARCEL B – All of Parcel No. 012-027450-00.000 – 15.313 Acres and**

The parcel herein described is known as being a part of the same lands conveyed to **Carroll Brown** as described in Instrument No. 201311050027379 found recorded in the Licking County Recorder's Office in Newark, Ohio and is situated in and being a part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);



**Thence**, with the south line of Lot 29, 30 & 31 of the said Brookmeadow Park No. 2 Subdivision, **South 86 degrees 33 minutes 17 seconds East**, passing an existing 5/8" iron pin at 229.73 feet and 429.85 feet, a total distance of **693.14 feet** to an existing stone corner;

**Thence**, leaving the said Subdivision, **South 3 degrees 33 minutes 24 seconds West**, **4.45 feet** to an existing 5/8" iron pin on the north line of Interstate 70, 150.00 feet left of Highway Station 251+27.17;

**Thence**, with the north line of Interstate 70, **South 50 degrees 09 minutes 44 seconds West**, **508.19 feet** to an existing 3/4" iron pipe;

**Thence**, leaving the said line of Interstate 70 and along the lines of Carroll Brown (Instr. No. 201311050027379 – Parcel No. 010-017448-00.000), the following (5) five courses:

- 1.) **North 87 degrees 33 minutes 17 seconds West**, **440.77 feet** to an existing 5/8" iron pin;
- 2.) **Thence, South 32 degrees 12 minutes 10 seconds West**, **314.17 feet** to an existing 5/8" iron pin;
- 3.) **Thence, South 48 degrees 32 minutes 18 seconds West**, **222.92 feet** to an existing 5/8" iron pin;
- 4.) **Thence, North 86 degrees 52 minutes 12 seconds West**, **486.20 feet** to an existing 5/8" iron pin;
- 5.) **Thence, South 4 degrees 24 minutes 29 seconds West**, **486.09 feet** to a point on the north line of Interstate 70, 150.00 feet left of Highway Station 123+43.48;

**Thence**, on a curve to the right, Curve Data: Delta = 0 degrees 25 minutes 15 seconds, Radius = 5570.56 feet, Arc = 40.92 feet, **South 64 degrees 50 minutes 08 seconds West**, **40.92 feet** to an existing 5/8" iron pin, 150.00 feet left of Highway Station 123+02.56 at the intersection with the line between Licking and Fairfield Counties and on the south line of Section 16;

**Thence**, with the said County Line, **North 85 degrees 36 minutes 07 seconds West**, **321.22 feet** to an existing 1/2" iron pipe;

**Thence**, with the east line of Roberta A. Gill, Trustee (Instr. No. 200005160015386), **North 2 degrees 59 minutes 30 seconds East**, **22.28 feet** to an existing 1/2" iron pipe;

**Thence**, with the lines of Carroll Brown (D.V. 748 Pg. 120), the following (3) three courses:

- 1.) **South 85 degrees 54 minutes 45 seconds East**, **289.96 feet** to an existing 5/8" iron pin;
- 2.) **Thence, North 4 degrees 57 minutes 57 seconds East**, **120.00 feet** to an existing 5/8" iron pin;
- 3.) **Thence, North 85 degrees 55 minutes 26 seconds West**, **290.60 feet** to an existing 5/8" iron pin on the east line of the said Roberta A. Gill, Trustee parcel;

**Thence**, with the east line of Roberta A. Gill, Tr. (Instr. No. 200005160015386), **North 4 degrees 24 minutes 29 seconds East**, **615.61 feet** to an existing 5/8" iron pin;

**Thence**, with the lines of Fradley A. Gosnell, Tr. (Gosnell Keystone Inheritance Trust – Instr. No. 200911170024929), the following (2) two courses:

- 1.) **South 85 degrees 52 minutes 12 seconds East**, **860.93 feet** to a point, referenced by an existing 1/2" iron pipe bearing North 72 degrees 13 minutes 39 seconds East, 6.05 feet therefrom and an existing 1" square iron pin bearing North 23 degrees 29 minutes 48 seconds East, 5.68 feet therefrom;
- 2.) **Thence, North 33 degrees 51 minutes 27 seconds East**, **636.39 feet** to an existing 1/2" iron pipe on the south line of Lot 24 in Brookmeadow Park No. 2 (Plat Book 7 page 114);

**Thence**, with the south line of Lot 24 inf the said Brookmeadow Park No. 2 Subdivision, **South 86 degrees 33 minutes 17 seconds East, 82.27 feet to the Point of Beginning.**

**Containing 15.313 Acres** and being subject to all legal roads, easements, and restrictions of record.

**PARCEL C – Part of Parcel No. 010-017448-00.000 – 4.908 Acres**

The parcel herein described is known as being a part of the same lands conveyed to **Carroll Brown** as described in Instrument No. 201311050027379 found recorded in the Licking County Recorder's Office in Newark, Ohio and is situated in and being a part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);

**Thence**, with the south line of Lot 29, 30 & 31 of the said Brookmeadow Park No. 2 Subdivision, **South 86 degrees 33 minutes 17 seconds East**, passing an existing 5/8" iron pin at 229.73 feet and 429.85 feet, a total distance of **693.14 feet** to an existing stone corner and the **True Point of Beginning**;

**Thence**, with the east line of Lots 32, 33, 34 & 35 of the said Subdivision, **North 3 degrees 54 minutes 02 seconds East**, passing an existing 5/8" iron pin at 234.70 feet and 434.65 feet, a total distance of **642.74 feet** to an existing 5/8" iron pin;

**Thence**, with the south line of Helega Satiba LLC (Instr. No. 201003290005717), Palm Farms LLC (Instr. No. 202108260025843) and Kenton Fairchild II (Instr. No. 202303200004718), **South 84 degrees 46 minutes 59 seconds East, 660.89 feet** to an existing 5/8" iron pin on the north line of Interstate 70, 150.00 feet left of Highway Station 260+41.46;

**Thence**, with the north line of Interstate 70, **South 50 degrees 10 minutes 17 seconds West, 914.30 feet** to an existing 5/8" iron pin, 150.00 feet left of Highway Station 251+27.17;

**Thence**, leaving the said road, **North 3 degrees 33 minutes 24 seconds East, 4.45 feet** to the **True Point of Beginning**.

**Containing 4.908 Acres** and being subject to all legal roads, easements, and restrictions of record.

**PARCEL D – All of Parcel No. 010-017448-00.000 – 7.613 Acres and**

The parcel herein described is known as being a part of the same lands conveyed to **Carroll Brown** as described in Instrument No. 201311050027379 found recorded in the Licking County Recorder's Office in Newark, Ohio and is situated in and being a part of Section 16 in Etna Township, Township 16 North in Range 20 West in the Refugee Lands of Licking County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);

**Thence**, with the south line of Lot 29, 30 & 31 of the said Brookmeadow Park No. 2 Subdivision, **South 86 degrees 33 minutes 17 seconds East**, passing an existing 5/8" iron pin at 229.73 feet and 429.85 feet, a total distance of **693.14 feet** to an existing stone corner;

**Thence**, leaving the said Subdivision, **South 3 degrees 33 minutes 24 seconds West, 4.45 feet** to an existing 5/8" iron pin on the north line of Interstate 70, 150.00 feet left of Highway Station 251+27.17;



**Thence**, with the north line of Interstate 70, **South 50 degrees 09 minutes 44 seconds West, 508.19 feet** to an existing 3/4" iron pipe and the **True Point of Beginning** for the herein described **7.613 acres**;

**Thence**, continuing with the said road line, **South 50 degrees 09 minutes 44 seconds West, 151.46 feet** to an existing 5/8" iron pin at the point of tangency, 150.00 feet left of Highway Station 137+88.59;

**Thence**, on a curve to the right, Curve Data: Delta = 14 degrees 27 minutes 46 seconds, Radius = 5570.56 feet, Arc = 1406.15 feet, **South 57 degrees 23 minutes 37 seconds West, 1402.42 feet** to a point, 150.00 feet left of Highway Station 123+43.48, referenced by an existing 5/8" iron pin bearing South 64 degrees 50 minutes 08 seconds West, 40.92 feet therefrom;

**Thence**, leaving the said line of Interstate 70 and along the lines of Carroll Brown (Instr. No. 201311050027379 – Parcel No. 012-027450-00.000), the following (5) five courses:

- 1.) **North 4 degrees 24 minutes 29 seconds East, 486.09 feet** to an existing 5/8" iron pin;
- 2.) **Thence, South 86 degrees 52 minutes 12 seconds East, 486.20 feet** to an existing 5/8" iron pin;
- 3.) **Thence, North 48 degrees 32 minutes 18 seconds East, 222.92 feet** to an existing 5/8" iron pin;
- 4.) **Thence, North 32 degrees 12 minutes 10 seconds East, 314.17 feet** to an existing 5/8" iron pin;

**Thence, South 87 degrees 33 minutes 17 seconds East, 440.77 feet** to the **True Point of Beginning**.

**Containing 7.613 Acres** and being subject to all legal roads, easements, and restrictions of record.

**ALSO, A 16' ACCESS EASEMENT** from Taylor Road (Township Road 219 – 50' R/W) in Violet Township, Fairfield County through Fairfield Co. Parcel No. 012-027450-00.000

The access easement herein described is known as being a part of the same lands conveyed to **Birch Homes LLC** as described in Instrument No. 202200020121 found recorded in the Fairfield County Recorder's Office in Lancaster, Ohio and is situated in and being a part of Section 21 in Violet Township, Township 16 North in Range 20 West in the Refugee Lands of Fairfield County, Ohio and is better described as follows:

**Beginning** at an existing 5/8" iron pin on the Southwest Corner of Lot 29 in the Brookmeadow Park No. 2 Subdivision in Licking County (Plat Book 7 Page 114 - the same being the Southeast Corner of Lot 24 of said addition);

**Thence**, with the south line of Lot 24, **North 86 degrees 33 minutes 17 seconds West, 82.27 feet** to an existing 1/2" iron pipe;

**Thence**, with the lines of Bradley A. Gosnell, Tr. (Gosnell Keystone Inheritance Trust – Instr. No. 200911170014929), the following (2) two courses:

- 1.) **South 33 degrees 51 minutes 27 seconds West, 636.39 feet** to a point;
- 2.) **Thence, North 85 degrees 52 minutes 12 seconds West, 860.93 feet** to an existing 5/8" iron pin;

**Thence**, with the east line of Gerald & Debra Saffo (Instr. No. 200512220040456) and Robert A. Gill, Tr. (Instr. No. 200005160015386), **South 4 degrees 24 minutes 29 seconds West, 615.61 feet** to an existing 5/8" iron pin;

**Thence**, continuing with the east line of the Gill parcel, **South 4 degrees 39 minutes 34 seconds West, 119.93 feet** to an existing 1/2" iron pipe;

**Thence, South 2 degrees 59 minutes 30 seconds West, 22.28 feet** to an existing 1/2" iron pipe on the line between Licking and Fairfield Counties, the same being the north line of Section 21 and the south line of Section 26;

**Thence, with the said county line, South 85 degrees 36 minutes 07 seconds East, 15.50 feet** to the center of the existing driveway, the centerline of the 16' easement and the **True Point of Beginning** for the herein described **16' Access Easement**;

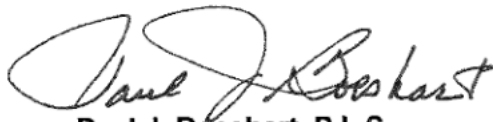
**Thence**, through the Birch Homes LLC parcel with the centerline of the 16' easement, said easement being 8 feet on either side of the centerline of said easement, the following (10) ten courses:

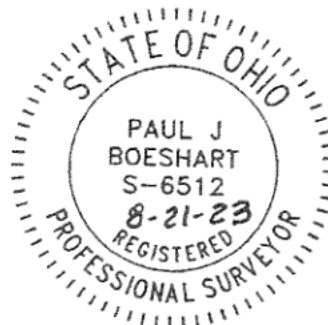
- 1.) **South 58 degrees 24 minutes 20 seconds West, 47.05 feet** to a point;
- 2.) **Thence, South 74 degrees 37 minutes 07 seconds West, 80.27 feet** to a point;
- 3.) **Thence**, on a curve to the left, Curve Data: Delta = 17 degrees 42 minutes 33 seconds, Radius = 200.00 feet, Arc = 61.82 feet, **South 65 degrees 45 minutes 51 seconds West, 61.57 feet** along the chord to a point;
- 4.) **Thence, South 56 degrees 54 minutes 34 seconds West, 160.01 feet** to a point;
- 5.) **Thence**, on a curve to the left, Curve Data: Delta = 22 degrees 58 minutes 37 seconds, Radius = 200.00 feet, Arc = 80.20 feet, **South 45 degrees 25 minutes 16 seconds West, 79.67 feet** along the chord to a point;
- 6.) **Thence, South 33 degrees 55 minutes 57 seconds West, 29.46 feet** to a point;
- 7.) **Thence**, on a curve to the right, Curve Data: Delta = 42 degrees 38 minutes 41 seconds, Radius = 200.47 feet, Arc = 149.21 feet, **South 55 degrees 15 minutes 18 seconds West, 145.79 feet** along the chord to a point;
- 8.) **Thence, South 76 degrees 36 minutes 36 seconds West, 86.30 feet** to a point;
- 9.) **Thence**, on a curve to the right, Curve Data: Delta = 9 degrees 45 minutes 23 seconds, Radius = 201.70 feet, Arc = 34.34 feet, **South 81 degrees 29 minutes 18 seconds West, 34.30 feet** along the chord to a point;
- 10.) **Thence, South 86 degrees 22 minutes 31 seconds West, 52.13 feet** to the terminal point on the east line of Taylor Road (50' R/W).

"**Bearings** are based on the Ohio State Plane Coordinate System, Ohio South Zone, NAD83 (CORS), as established using GPS Observations processed against the Ohio CORS network, with the south line of Brookmeadow Park No. 2 Subdivision as bearing **South 86 degrees 33 minutes 17 seconds East**, and are used to denote angles only."

All iron pins set are 5/8" x 30" Re-bar with a 2" Aluminum ID cap stamped "Paul J. Boeshart S-6512".

I, **Paul J. Boeshart**, (Reg. No. S-6512), hereby certify that the above description represents a true and correct survey and all measurements were made under my direct supervision in accordance with Chapter 4733-37 of the Ohio Administration Code in July, 2023.

  
**Paul J. Boeshart, P.L.S.**  
**Registration No. S-6512**





time above mentioned for the completion of such well until a well is completed. Such payments may be made direct to the Lessor or by check mailed to him address Newark, O, Rt. D. #6.

IT IS AGREED, That all the terms and conditions hereof shall extend and apply to the heirs, successors, executors, administrators and assigns of the parties respectively.

WITNESS, the hands and seals of the parties.

SEALED AND DELIVERED IN PRESENCE OF:

A. P. NICHOL

G. E. COTTERMAN (SEAL)  
LULU B. COTTERMAN (SEAL)

STATE OF OHIO, COUNTY OF LICKING, SS:

BE IT REMEMBERED, That on this 10th day of October A. D. 1919, before G. E. Cotterman and Lulu B. Cotterman, his wife to me personally known to be the parties in and who executed the within agreement and acknowledged to be their free act and desired the same to be recorded.

WITNESS my hand and official seal the day and year aforesaid.

(Notarial Seal)

A. P. NICHOL (SEAL)  
Notary Public

Price \$.90

#####

RALPH & MYRTLE DARBY

#3303

TO

ANDREW STEMEN

Received Feb. 9, 1920.

At 8.15 o'clock A. M.

Recorded Feb. 13, 1920.

W.A. FLEMING, Recorder.

THIS AGREEMENT, Made this 28<sup>th</sup> day of Oct. A. D. 1919 between Ralph and Myrtle Darby hereinafter called the Lessor, and Andrew Stemen.

WITNESSETH, That the Lessors, in consideration of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements

hereinafter contained, does hereby grant unto the Lessee for the term of twenty years (and so long thereafter as oil or gas is produced from the lands leased and royalty and rentals are paid by Lessee therefor) all the oil and gas in and under the lands hereinafter described, together with the exclusive right to drill for, produce and market said oil and gas and to possess so much of said lands as may be necessary or convenient to such operations, the right to use oil, gas and water from said lands in operations thereon and the right to remove, at any time, any and all property placed by Lessee in or upon said premises, together with the right to assign said premises for the purpose aforesaid. Said land is bounded and described as follows:

On the North by land of Public Road

On the East by land of Isaiah Houser

On the South by land of Albert Schaefer

On the West by land of Walter Minor & H. D. Young, and situated in Etta Township Licking County, Ohio, containing Forty six (46) acres, more or less, and being in Section No. 16, Twp. No. 16, Range No. 20.

TO HAVE AND TO HOLD said premises to the Lessee and Assigns for said purposes during the term aforesaid.

No well shall be drilled withing 300 feet of buildings on said premises without Lessor's consent.



The lessee agrees to deliver to Lessor in tanks or pipe line One-eighth of all oil produced and saved from the premises, and to pay for each gas well, from the time and while the gas is marketed, an annual rental of Two Hundred Dollars (\$200.00) payable annually.

Lessee agrees to bury, when requested so to do by Lessor, all pipe lines used to conduct gas off the premises, and to pay all damage to growing crops caused by operations under this lease.

Lessor shall be entitled to gas free of cost for domestic use in one dwelling on said premises from any gas well thereon, so long as Lessee shall operate the same and the pressure is sufficient for such use, and shall use said gas at his own risk with economical gas burning appliances (subject of Lessee's approval), and Lessee shall not be liable for an insufficient supply from any cause whatever.

Lessee agrees to drill a well on said premises within Two years from this date, and failure to drill such well shall operate as a forfeiture and cancellation of this lease unless the Lessee shall thereafter pay to the Lessor a rental at the rate of 50¢ per acre for each year until a well is so drilled, or until the Lessee elects to surrender this Lease. If a gas well be completed before the end of the term for which rental has been paid for delay, the unearned portion of said rental shall be a credit on the gas well rental. And it is agreed that, upon the payment to the Lessor of all amounts due hereunder, said Lessee shall have the right at any time to surrender this lease by returning it to Lessor, with the indorsement of a surrender hereon, or recording such indorsement of surrender in the proper county on the margin of the record hereof, either of which shall be a full and legal surrender of this lease and Lessee's rights, and a cancellation of all liabilities under this lease of each and all parties hereto.

Payment of all moneys due under this lease may be made, by cash or check, to Ralph and Myrtle Darby by deposit to credit in the.....Bank.....of.....Ohio; or by check made payable to their order and mailed to them at Pataskala PP O. Ohio.

All grants, conditions, terms and covenants herein shall extend to the heirs, executors, administrators, successors or assigns of the parties hereto.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands on the day and year first above written.

SIGNED AND ACKNOWLEDGED IN PRESENCE OF:

CARL W. SMITH

L. C. HORNE

RALPH DARBY

MRS. MYRTLE DARBY

ANDREW STEMEN

STATE OF OHIO, LICKING COUNTY, SS:

This day personally appeared before me, a J. W. H. Statler J. P. in and for said County, Ralph and Myrtle Darby and Andrew Stemen 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 notarial seal this fifth day of February A. D. 1920.

J. W. H. STATLER

Justice of the Peace of  
Etna Township, Licking  
Co. O.



ASSIGNMENT.

For value received, I hereby assign the within Lease, and all my rights thereunder, to The Community Gas & Oil Co. this 6<sup>th</sup> day of Feb. 1920.

ANDREW STEMEN

#####

R. R. & ELIZABETH HARMON

#3303

THIS AGREEMENT, Made this 28<sup>th</sup> day of Oct, A. D. 1919, between R. R. and Elizabeth Harmon hereinafter called the Lessor, and Andrew Stemen hereinafter called the Lessee,

TO

ANDREW STEMEN

Received Feb. 9, 1920.

At 8.15 o'clock A. M.

Recorded Feb. 13, 1920.

W. A. FLEMING, Recorder.

WITNESSETH, That the Lessor, in consideration of one dollar, the receipt of which is hereby acknowledged,

\*\*\*\*\*

and of the covenants and agreements hereinafter contained, does hereby grant unto the Lessee for the term of twenty years ( and so long thereafter as oil or gas is produced from the lands leased and royalty and rentals are paid by Lessee therefor) all the oil and gas in and under the lands hereinafter described, together with the exclusive right to drill for, produce and market said oil and gas and to possess so much of said lands as may be necessary or convenient to such operations, the right to use oil, gas and water from said lands in operations thereon and the right to remove, at any time, any and all property placed by Lessee in or upon said premises, together with the right to assign said premises for the purposes aforesaid. Said land is bounded and described as follows:

On the North by land of State farm

On the East by land of Mrs. Allen Barb

On the South by land of Public Road

On the West by land of Mrs. Mary Taylor and Serum Farm

and situated in Etwa. Township, Licking County, Ohio, containing one hundred & Twenty (120) acres, more or less, and being in Section No. 16, Twp. No. 16, Range No. 20

TO HAVE AND TO HOLD said premises to the Lessee and Assigns for said purposes during the term aforesaid.

No well shall be drilled within 300 feet of buildings on said premises without Lessor's consent.

The Lessee agrees to deliver to Lessor in tanks or pipe line One-eighth of all oil produced and saved from the premises, and to pay for each gas well, from the time and while the gas is marketed, an annual rental of Two hundred Dollars (\$200.00) payable annually.

Lessee agrees to bury, when requested so to do by Lessor, all pipe lines used to conduct gas off the premises, and to pay all damage to growing crops caused by operations under this lease.

Lessor shall be entitled to gas free of cost for domestic use in one dwelling on said premises from any gas well thereon, so long as Lessee shall operate the same and the pressure is sufficient for such use, and shall use said gas at his own risk with economical gas burning appliances (subject to Lessee's approval), and Lessee shall not be liable for an insufficient supply from any cause whatever.

LESSEE agrees to drill a well on said premises within Two years from this date.



and acknowledged the signing thereof to be their voluntary act, for the uses and purposes therein mentioned.

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

(Notarial Seal, Licking County, Ohio) Janice Keyes  
Notary Public in and for Licking County, Ohio.  
(Janice Keyes)

\$1.10 Documentary U.S.I.R. Stamps attached and cancelled.

Transferred June 8, 1945  
Received June 8, 1945  
At 3:09 o'clock P.M.  
Recorded June 9, 1945  
LOWELL W. VERMILION, Recorder

JK

Fee \$1.00

\*\*\*\*\*

#49217 PERMIT TO INSTALL TAP AND  
METER ALSO RIGHT OF WAY FOR DOMESTIC SERVICE  
LINE

TO

THE OHIO FUEL GAS COMPANY AND

.....  
Date .....19..  
Township .....  
County .....

\*\*\*\*\* the Grantee), its successors and assigns, the  
right to install, maintain, operate and remove a tap, meter and necessary fittings for the  
purpose of serving gas to L. Benton Tussing of ..... Ohio, at a point on Grantee's pipe line known  
as Line B-78, located on the premises of Grantor, situate in Etna Township, ..... County and  
State of Ohio, and bounded as follows:

On the North by the lands of Grace R. Lyon ) Walter and Bertha Minor  
On the East by the lands of H. D. Young ) Myrtle Darby and Isaiah Houser  
On the South by the lands of Licking Co. line ) Licking Co. Line  
On the West by the lands of Public Road ) Arthur Johnson, Jr.

Said lands being in Section 16 Twp, No. 16-N Range No. 20-W and containing 20 & 58 acres, more  
or less; together with the right of ingress and egress to and from the same.

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

In Witness Whereof, the Parties have hereto set their hands this 11th day of March,  
A.D. 1941

Signed and acknowledged in the presence of:

W. I. Briggs - Herschel G. Dillman      Arthur C. Johnson Jr.      Constance S. Johnson  
Martha Young      Cynthia Hale      H. M. Young      Antoinette B. Young

STATE OF OHIO, COUNTY OF LICKING, SS:

Before me, a Notary Public in and for said County, personally appeared Constance S.  
Johnson and Antoinette B. Young who acknowledged the signing of the foregoing instrument to be  
their free act and deed for the uses and purposes therein mentioned.

In Testimony whereof, I have hereunto set my hand and affixed my Justice of Peace Seal  
this 12 day of March, A.D. 1941.      J. W. H. Stalter, J.P.

(Justice of the Peace, Etna Twp., Licking County, Ohio Seal)  
THE STATE OF OHIO, FRANKLIN COUNTY, SS:

Personally appeared before me, a Notary Public in and for said County Arthur C. Johnson  
Jr. and H. M. Young, 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 Notarial seal, this



12 day of March, A.D., 1941

(Notarial Seal, Franklin County,  
Ohio, W. I. Briggs)

W. I. Briggs  
Notary Public

Received June 9, 1945  
At 8:10 o'clock A.M.  
Recorded June 9, 1945  
LOWELL W. VERMILION, Recorder

Fee \$1.50

JK

MAE HUGHES #49219

\*\*\*\* \*\*

WARRANTY DEED

TO

ORVILLE PIERPONT AND AUDREY  
PIERPONT

\*\*\*\* \*\*

KNOW ALL MEN BY THESE PRESENTS THAT Mae Hughes,  
unmarried, of the Township of Newton, County  
of Licking, and State of Ohio, Grantor, in con-  
sideration of the sum of One Dollar and other valuable considerations to her paid by Orville  
Pierpont and Audrey Pierpont, of the Township of Newton, County of Licking, and State of Ohio,  
Grantees, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY  
to the said Grantees, Orville Pierpont and Audrey Pierpont, their heirs and assigns forever, the  
following REAL ESTATE situated in the County of Licking, in the State of Ohio, and in the Township  
of Newton, Village of Chatham, and bounded and described as follows:

Being inlot number One (1) in Maholm's Addition to said Village of Chatham as marked  
and designated on the plat of said addition in the Recorder's Office of Licking County, Ohio, the  
said inlot having a frontage of Fifty-six (56) feet by One Hundred and Twenty (120) feet in depth.

Said premises being the second parcel described in deed from Gail F. Massalas, un-  
married, to Mae Hughes, dated October 28, 1940, and recorded in Volume 345, Page 125, Deed Records  
of Licking County, Ohio.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances there-  
unto belonging, to the said Grantees, Orville Pierpont and Audrey Pierpont, their heirs and assigns  
forever. And the said Grantor, Mae Hughes, for herself and her heirs, does hereby covenant with  
the said Grantees, Orville Pierpont and Audrey Pierpont, their heirs and assigns, that she is  
lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL  
INCUMBRANCES WHATSOEVER except all taxes and assessments now or hereafter payable, and that she  
will forever WARRANT AND DEFEND the same, with the appurtenances, unto the said Grantees, Orville  
Pierpont and Audrey Pierpont, their heirs and assigns against the lawful claims of all persons  
whomsoever except as aforesaid.

IN WITNESS WHEREOF the said Grantor, Mae Hughes, has hereunto set her hand, this  
1st day of June, in the year of our Lord one thousand nine hundred and forty-five (1945).

SIGNED AND ACKNOWLEDGED IN PRESENCE OF:

Mae Hughes

Catharine L. Stiff

Ernest T. Johnson

THE STATE OF OHIO, LICKING COUNTY, SS:

BE IT REMEMBERED That on this 1st day of June, A.D. 1945, before me, the subscriber,  
a Notary Public for the State of Ohio, personally came the above named Mae Hughes, the Grantor  
in the foregoing Deed, and acknowledged the signing of the same to be her 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.

Ernest T. Johnson

Ernest T. Johnson, Notary Public

(Notarial Seal, State of Ohio)

\$1.10 Documentary U.S.I.R. Stamps attached and cancelled.

Transferred June 9, 1945  
Received June 9, 1945  
At 10:29 o'clock A.M.  
Recorded June 9, 1945  
LOWELL W. VERMILION, Recorder  
Fee \$.85

JK



408

THE STATE OF OHIO,  
Licking County

ss.

Notary Public

Before me, a \_\_\_\_\_  
 in and for said County, personally appeared the above named John FLEEN Miller  
and ELIZABETH MILLER  
 who acknowledged that they did sign the within instrument and that the same is  
 a free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 15th  
June A. D. 1948

CARL J. ANKELL  
 Notary Public, Licking County, Ohio  
 My Commission expires April 21, 1950 1948

Notary Public.

My commission expires

81172X

Name John Fleen Miller  
 Address Marion, Ohio  
 Line Marion - Greenville  
 Eas. No. 2-F Map No. 151

Received for Record June 11 1948  
 Recorded in Deed Records Sept. 9 1948  
 Volume 405 Page 407  
Recorder  
 of Licking County  
 State of Ohio 135

81173

DEED OF EASEMENT

Form No. 6-D

O. F. Co.

Dtg. No. 4083-632

Mr. L. Benton Tussing, et ux Eas. No. 117-B R/W Map No. 632  
 (NAME)  
Reynoldsburg, Ohio W. O. No. 600/918-1/20-1  
 (ADDRESS)

Received of THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00)  
 in consideration of which L. Benton Tussing and Dorothy S. Tussing, 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 at-  
 tachment of others to said poles, with services and extensions therefrom, on and over our lands situate in  
 the Township of Evan County of Licking and State of Ohio

and being a part of Section No. 16 Township No. 16N Range No. 20W  
 and bounded;

On the North by lands of Robert Harmon  
 On the East by lands of Ralph & Myrtle Darby  
 On the South by lands of L. Benton & Dorothy S. Tussing  
 On the West by lands of Bertha Minor  
 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 29th day of June, 1948

WITNESS

Wm. L. Wheeler  
L. D. Bader  
 L. D. BADER,

L. Benton Tussing (SEAL)  
Dorothy S. Tussing (SEAL)  
 Dorothy S. Tussing (SEAL)  
 (SEAL)

9/30/48

600/817-1/60



THE STATE OF OHIO,  
Licking County

ss. Notary Public

Before me, a  
in and for said County, personally appeared the above named L. BENICH TUSING &  
DEBORAH STUSSING  
who acknowledged that they 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 24  
day of June A. D. 1948

L. D. BADER  
Notary Public



81173X

Name L. Benich Tusing  
Address Delaware - Columbus  
Line Delaware - Columbus  
Eas. No. 117-H Map No. 6321

Received for Record Filed AM 12 1948  
Recorded in Deed Records 641.9 1948  
Volume 405 Page 408  
Paul W. Vandusen Recorder  
of Licking County  
State of Ohio 135

81174

DEED OF EASEMENT  
Form No. 6-D  
O. F. Co.  
Drg. No. 4983-620

Mr. E. A. Theiss et ux  
1746 Glenn Ave  
Columbus, Ohio  
(ADDRESS)

Eas. No. 76KA R/W Map No. 632  
W. O. No. 600/815-1/22-1

Received of THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00)  
in consideration of which E. A. Theiss and Margaret Theiss, 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 at-  
tachment of others to said poles, with services and extensions therefrom, on and over our lands situate in  
the Township of Lima, County of Licking, and State of Ohio  
and being a part of Section No. 1, Township No. 1N, Range No. 15W.  
and bounded;  
On the North by lands of SAM ALBAN  
On the East by lands of SAM ALBAN  
On the South by lands of Leo Eswine  
On the West by lands of Will Sherman  
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 24th day of June, 1948

WITNESS:  
Wm. L. Wheeler  
Kenneth Little

Margaret Theiss (SEAL)  
E. A. Theiss (SEAL)





# Michael L. Smith

## Auditor, Licking County, Ohio

**FISH BELLY LLC**  
**TAYLOR RD**

**Parcel #: 010-017448-00.000**

**Rt #: 010-002.00-053.000**

**Tax District:** 010 - ETNA T-SW LICKING LSD-WLJFD  
**School District:** SOUTHWEST LICKING LSD  
**Neighborhood:** 08300 Etna Twp - West Half  
**Classification:** 502 Resid Unplat 10-19.99 acres  
**Acreage:**  
**Property Desc:** 12.521 AC SEC 16 R20 T16

**1 of 1**



### ATTRIBUTES

**Story Height:**  
**Exterior Wall:**  
**Heating:**  
**Cooling:**  
**Basement:**  
**Attic:**

**Total Rooms:**  
**Bedrooms:**  
**Family Rooms:**  
**Dining Rooms:**

**Full Baths:**  
**Half Baths:**  
**Other Fixtures:**

**Year Built:**  
**Finished Living Area:**

**Fireplace Openings:**  
**Fireplace Stacks:**

**Basement Garage(s):**  
**Basement Finished:** No

### AREA

**First Floor:**  
**Upper Floor:**  
**Attic:**  
**Half Story:**  
**Crawl:**  
**Basement:**

| VALUES (by tax year) |        | Land    | Improvement | Total   |
|----------------------|--------|---------|-------------|---------|
| 2024                 | Market | 105,500 | 0           | 105,500 |
|                      | CAUV   | 0       | 0           | 0       |
| 2023                 | Market | 105,500 | 0           | 105,500 |
|                      | CAUV   | 0       | 0           | 0       |
| 2022                 | Market | 68,600  | 0           | 68,600  |
|                      | CAUV   | 0       | 0           | 0       |

### SALES HISTORY

|            | Pcl # | Instrument Type | Sale Price | Conv # | V | LO | Previous Owner                   |
|------------|-------|-----------------|------------|--------|---|----|----------------------------------|
| 09/05/2023 | 3     | WD - WARRANTY   | 340000.00  | 2476   | Y | Y  | BROWN CARROLL                    |
| 11/05/2013 | 2     | FD - FIDUCIARY  | 83500.00   | 3155   | N | Y  | KRUMM EUGENE R JR ET AL TRUSTEES |

### IMPROVEMENTS

| Description | Yr Built | SqFt | Value |
|-------------|----------|------|-------|
|-------------|----------|------|-------|

### TAXES

|                         | Prior | 1st Half | 2nd Half | Total   |
|-------------------------|-------|----------|----------|---------|
| <b>Taxes/Reductions</b> | 0.00  | 784.92   | 784.92   | 1569.84 |
| <b>Pen/Int/Adj</b>      | 0.00  | 0.00     | 0.00     | 0.00    |
| <b>Recoupment</b>       | 0.00  | 0.00     | 0.00     | 0.00    |
| <b>Specials</b>         | 0.00  | 0.00     | 0.00     | 0.00    |
| <b>Gross Due</b>        | 0.00  | 784.92   | 784.92   | 1569.84 |
| <b>Payments</b>         | 0.00  | 784.92   | 0.00     | 784.92  |
| <b>Net Due</b>          | 0.00  | 0.00     | 784.92   | 784.92  |





# Michael L. Smith

## Auditor, Licking County, Ohio

### FISH BELLY LLC TAYLOR RD

Parcel #: 012-027450-00.000

Rt #: 012-002.00-052.000

1 of 1

Tax District: 012 - ETNA T REYNOLDSB. CSD-WLJFD  
School District: REYNOLDSBURG CSD  
Neighborhood: 08500 Reynoldsburg - South Half  
Classification: 502 Resid Unplat 10-19.99 acres  
Acreage:  
Property Desc: 15.313 AC SEC 16 R20 T16



### ATTRIBUTES

Story Height:  
Exterior Wall:  
Heating:  
Cooling:  
Basement:  
Attic:

Total Rooms:  
Bedrooms:  
Family Rooms:  
Dining Rooms:

Full Baths:  
Half Baths:  
Other Fixtures:

Year Built:  
Finished Living Area:

Fireplace Openings:  
Fireplace Stacks:

Basement Garage(s):  
Basement Finished: No

### AREA

First Floor:  
Upper Floor:  
Attic:  
Half Story:  
Crawl:  
Basement:

| VALUES (by tax year) |        | Land    | Improvement | Total   |
|----------------------|--------|---------|-------------|---------|
| 2024                 | Market | 117,800 | 0           | 117,800 |
|                      | CAUV   | 0       | 0           | 0       |
| 2023                 | Market | 117,800 | 0           | 117,800 |
|                      | CAUV   | 0       | 0           | 0       |
| 2022                 | Market | 72,000  | 0           | 72,000  |
|                      | CAUV   | 0       | 0           | 0       |

### SALES HISTORY

|            | Pcl # | Instrument Type | Sale Price | Conv # | V | LO | Previous Owner                   |
|------------|-------|-----------------|------------|--------|---|----|----------------------------------|
| 09/05/2023 | 3     | WD - WARRANTY   | 340000.00  | 2476   | Y | Y  | BROWN CARROLL                    |
| 11/05/2013 | 2     | FD - FIDUCIARY  | 83500.00   | 3155   | N | N  | KRUMM EUGENE R JR ET AL TRUSTEES |

### IMPROVEMENTS

| Description | Yr Built | SqFt | Value |
|-------------|----------|------|-------|
|-------------|----------|------|-------|

### TAXES

|                  | Prior | 1st Half | 2nd Half | Total   |
|------------------|-------|----------|----------|---------|
| Taxes/Reductions | 0.00  | 853.29   | 853.29   | 1706.58 |
| Pen/Int/Adj      | 0.00  | 0.00     | 0.00     | 0.00    |
| Recoupment       | 0.00  | 0.00     | 0.00     | 0.00    |
| Specials         | 0.00  | 0.00     | 0.00     | 0.00    |
| Gross Due        | 0.00  | 853.29   | 853.29   | 1706.58 |
| Payments         | 0.00  | 853.29   | 0.00     | 853.29  |
| Net Due          | 0.00  | 0.00     | 853.29   | 853.29  |





# Michael L. Smith

## Auditor, Licking County, Ohio

### FISH BELLY LLC

### 10571 TAYLOR RD SW

Tax District: 012 - ETNA T REYNOLDSB. CSD-WLJFD  
School District: REYNOLDSBURG CSD  
Neighborhood: 08500 Reynoldsburg - South Half  
Classification: 511 Single family unplatted 0-09.9  
Acreage:  
Property Desc: 0.799 AC SEC 16 R20 T16

Parcel #: 012-027450-01.000

Rt #: 012-002.00-051.000

1 of 1



### ATTRIBUTES

Story Height: 1  
Exterior Wall: Frame  
Heating: Central Warm Air  
Cooling: Central  
Basement: Full Basement  
Attic: Finished

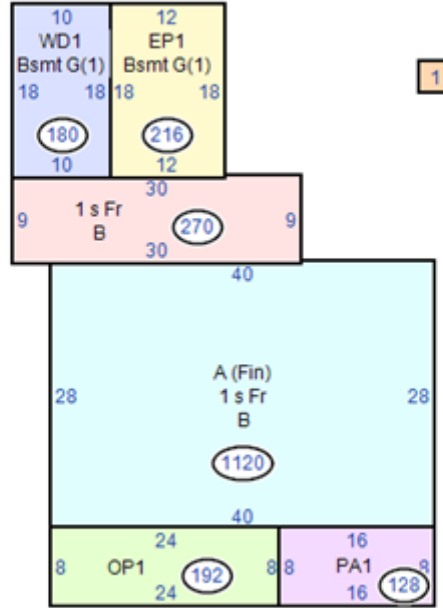
Total Rooms: 7.0  
Bedrooms: 4.0  
Family Rooms:  
Dining Rooms:

Full Baths: 1.0  
Half Baths: 1.0  
Other Fixtures: 0.0

Year Built: 1948  
Finished Living Area: 1,793

Fireplace Openings: 1.0  
Fireplace Stacks: 1.0

Basement Garage(s): 0  
Basement Finished: No



### AREA

First Floor: 1,390  
Upper Floor: 0  
Attic: 403  
Half Story: 0  
Crawl: 0  
Basement: 1,786

### VALUES

| (by tax year) |        | Land   | Improvement | Total   |
|---------------|--------|--------|-------------|---------|
| 2024          | Market | 47,400 | 182,700     | 230,100 |
|               | CAUV   | 0      | 0           | 0       |
| 2023          | Market | 47,400 | 182,700     | 230,100 |
|               | CAUV   | 0      | 0           | 0       |
| 2022          | Market | 11,900 | 134,000     | 145,900 |
|               | CAUV   | 0      | 0           | 0       |

### SALES HISTORY

| Pcl #      | Instrument Type | Sale Price | Conv # | V | LO | Previous Owner |
|------------|-----------------|------------|--------|---|----|----------------|
| 09/05/2023 | 3 WD - WARRANTY | 340000.00  | 2476   | Y | N  | BROWN CARROLL  |

### IMPROVEMENTS

| Description                           | Yr Built | SqFt | Value  |
|---------------------------------------|----------|------|--------|
| 1 PB2 - Pole Barn Average Slab 4 Side | 1980     | 988  | 13,800 |

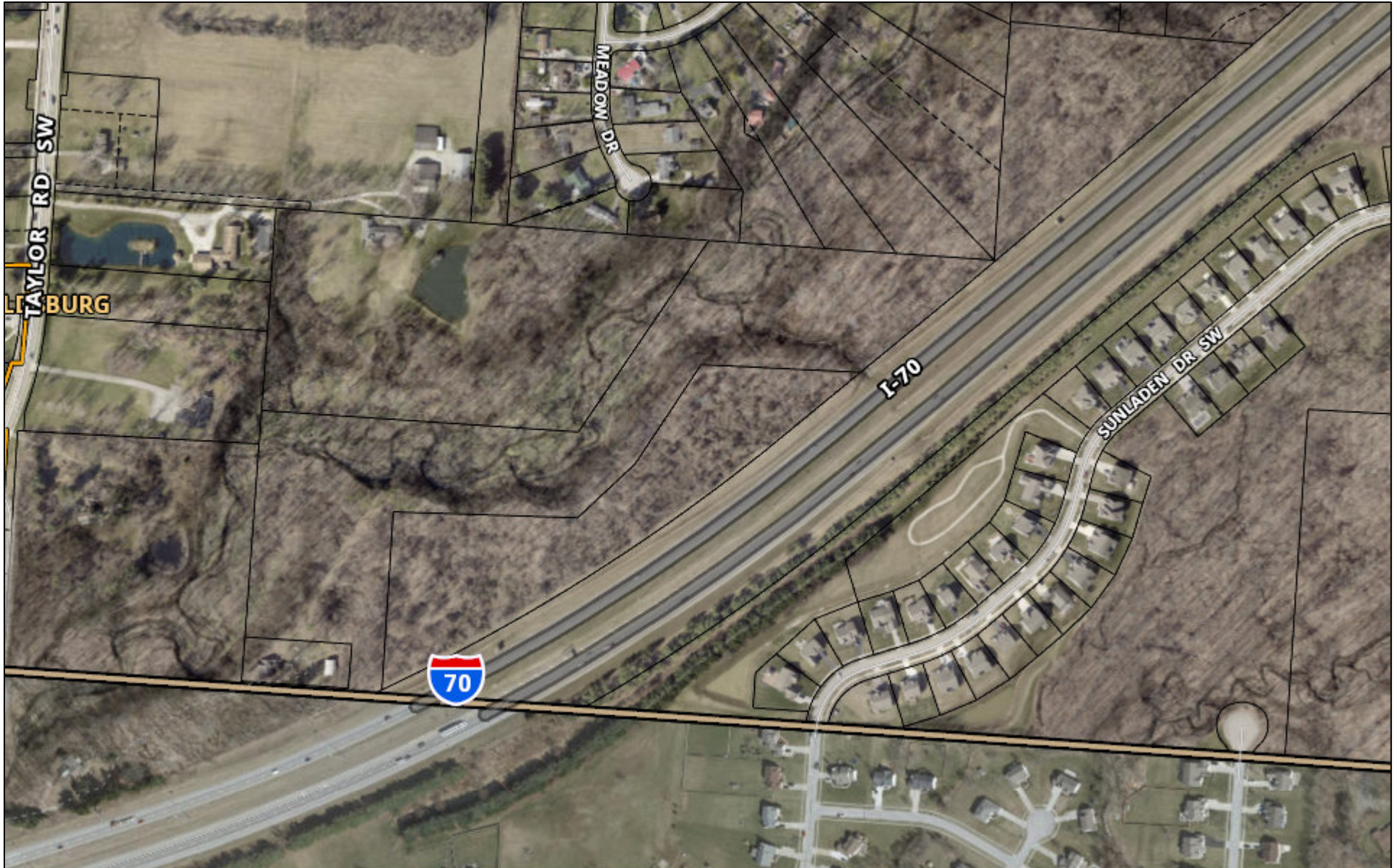
### TAXES

|                  | Prior | 1st Half | 2nd Half | Total   |
|------------------|-------|----------|----------|---------|
| Taxes/Reductions | 0.00  | 1666.83  | 1666.83  | 3333.66 |
| Pen/Int/Adj      | 0.00  | 0.00     | 0.00     | 0.00    |
| Recoupment       | 0.00  | 0.00     | 0.00     | 0.00    |
| Specials         | 0.00  | 0.00     | 0.00     | 0.00    |
| Gross Due        | 0.00  | 1666.83  | 1666.83  | 3333.66 |
| Payments         | 0.00  | 1666.83  | 0.00     | 1666.83 |
| Net Due          | 0.00  | 0.00     | 1666.83  | 1666.83 |

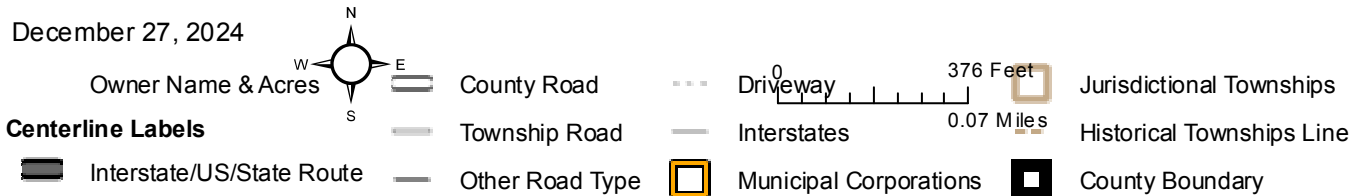
Public information data is furnished by this office, and must be accepted and used by the recipient with the understanding that this office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Furthermore, this office assumes no liability whatsoever associated with the use or misuse of such data.



010-071448.00.000



December 27, 2024



LICKING COUNTY TAX MAP