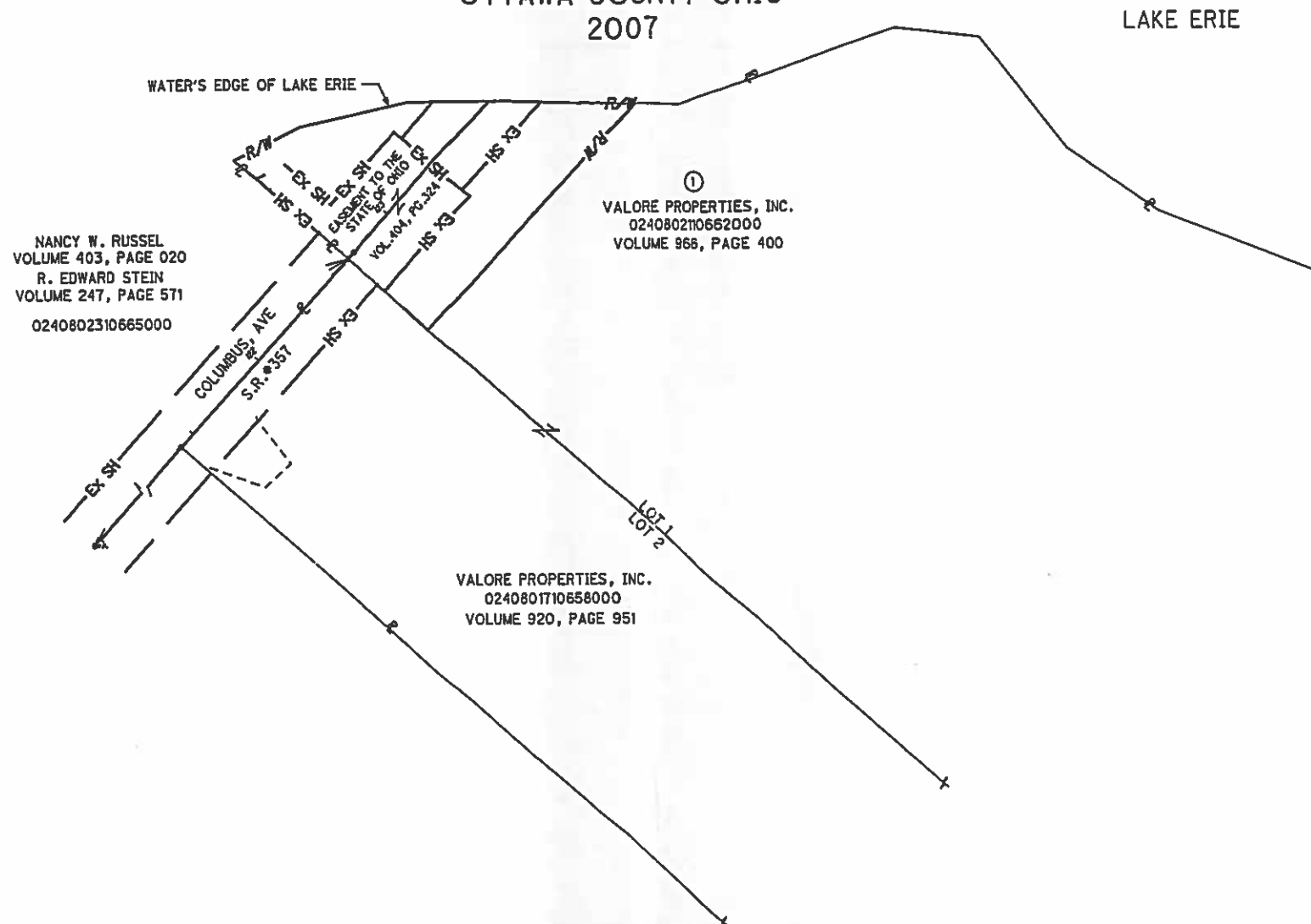


STATE ROUTE #357
PUT-IN-BAY TOWNSHIP
OTTAWA COUNTY OHIO
2007



PID NO. 83712

PROPERTY MAP

SUMMARY OF ADDITIONAL RIGHT OF WAY

TOTAL NUMBER OF :
01 OWNERSHIPS 0 TOTAL TAKES
01 PARCELS 0 OWNERSHIPS W/ STRUCTURES INVOLVED

RECORD AREA - TOTAL PRO - NET TAKE = NET RESIDUE
GROSS TAKE - PRO IN TAKE = NET TAKE

ALL AREAS IN ACRES

GRANTEE:
ALL RIGHT OF WAY ACQUIRED IN THE NAME OF
THE STATE OF OHIO
UNLESS OTHERWISE SHOWN.

PARCEL NO.	OWNER	SHEET NO.	OWNERS RECORD		AUDITOR'S PARCEL	RECORD AREA	TOTAL P.R.O.	GROSS TAKE	P.R.O. IN TAKE	NET TAKE	STRUC-TURE	NET RESIDUE	TYPE FUND	REMARKS	AS ACQUIRED	
			BOOK	PAGE											BOOK	PAGE
1-WD	VALORE PROPERTIES, INC.	02	966	400	024-08021-	6.362	0.1172	0.3316	0.1172	0.2144		6.0304	STATE			OR Bk 1299, Pg 291-298
		02	920	951	024-08017-	2.2856	0.059	0	0	0		2.2266				
					-10662-000											
					-10658-000											
TOTAL						8.6476	0.1762	0.3316	0.1172	0.2144		8.257				

WL = FEE SIMPLE WITH LIMITATION OF ACCESS
WD = WARRANTY DEED
BS = BILL OF SALE
PRW = PROPERTY RIGHT FEE SIMPLE
SH = STANDARD HIGHWAY EASEMENT
LA = LIMITED ACCESS EASEMENT
T = TEMPORARY EASEMENT
SL = SLOPE EASEMENT
S = SEWER EASEMENT
CH = CHANNEL EASEMENT

FL = FLOW EASEMENT
U = UTILITY EASEMENT
A = AERIAL EASEMENT
PRE = PROPERTY RIGHT
SC = SCENIC EASEMENT
V = IN NAME OF ANOTHER STATE AGENCY, LPA, ETC.
R = SPECIAL RESERVATION
WA = WORK AGREEMENT
SA = SPECIAL AGREEMENT AND WAIVER OF DAMAGES

REV. BY DATE DESCRIPTION
DATE COMPLETED: JUNE,09, 2008

OTT-357-2.32

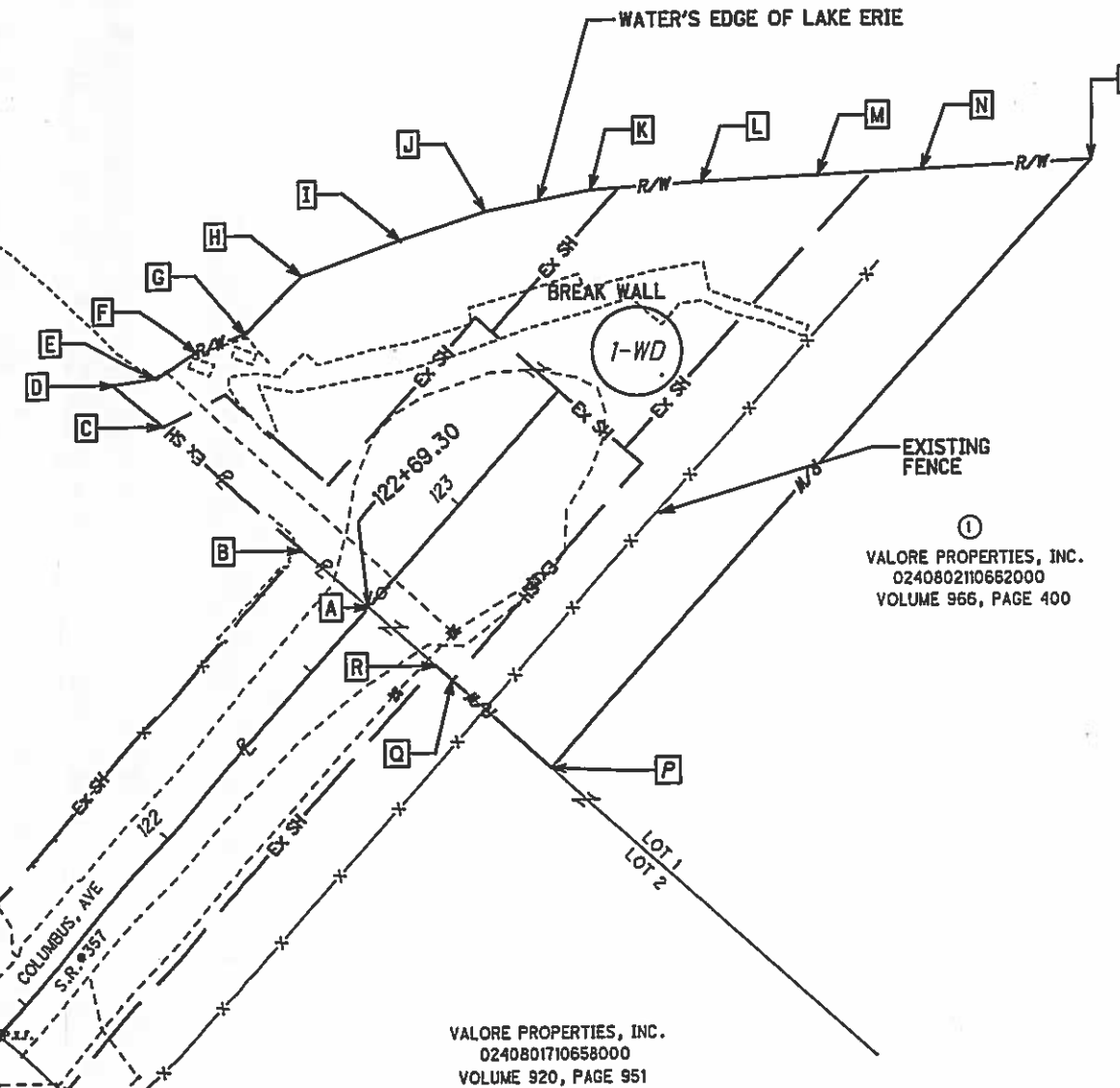
I:\projects\DTT\00001\survey\basemaps\DTT\FINAL SHEETS.dgn 09-JUN-2008 3:11PM mufar

PLAT OF SURVEY

STATE ROUTE #357
PUT-IN-BAY TOWNSHIP
OTTAWA COUNTY OHIO
2007

LAKE ERIE

From	To	Direction	Distance
A	B	N 48° 12' 23" W	20.00'
B	C	N 48° 12' 23" W	42.00'
C	D	N 48° 12' 23" W	14.23'
D	E	N 81° 31' 31" E	9.39'
E	F	N 56° 29' 01" E	10.78'
F	G	N 71° 23' 36" E	12.08'
G	H	N 44° 56' 26" E	18.17'
H	I	N 70° 02' 53" E	23.56'
I	J	N 71° 59' 38" E	20.24'
J	K	N 79° 05' 36" E	24.40'
K	L	N 86° 11' 42" E	24.64'
L	M	N 87° 09' 55" E	26.23'
M	N	N 86° 57' 39" E	23.27'
N	O	N 86° 55' 19" E	38.10'
O	P	S 41° 47' 37" W	183.27'
P	Q	N 48° 12' 23" W	30.00'
Q	R	N 48° 12' 23" W	5.00'
R	A	N 48° 12' 23" W	20.00'



VALORE PROPERTIES, INC.
024080210662000
VOLUME 966, PAGE 400

VALORE PROPERTIES, INC.
0240801710658000
VOLUME 920, PAGE 951

MONUMENT LEGEND

- EXISTING R/W MONUMENT BOX
- PROPOSED R/W MONUMENT BOX
- EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT
- ⚡ RAILROAD SPIKE FOUND
- ⚡ RAILROAD SPIKE SET
- IRON PIN FOUND
- IRON PIN FOUND W/ ID CAP
- IRON PIN SET W/ ID CAP
- IRON PIPE FOUND
- IRON PIPE SET
- P.K. NAIL FOUND
- P.K. NAIL SET



BASIS FOR BEARINGS:

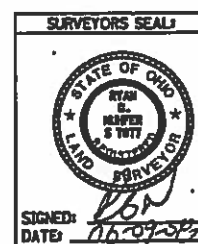
ALL BEARINGS SHOWN ARE FOR PROJECT USE ONLY.

NOTE: THE EXISTING R/W WIDTH AND LOCATION WERE DETERMINED USING OTTAWA COUNTY R/W PLAN OTT-357-0232 HIGHWAY EASEMENT VOL.404, PG.324

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE DELINEATION OF A SURVEY MADE FOR THE OHIO DEPARTMENT OF TRANSPORTATION IN 2007 BY RYAN G. NUHFER, P.S., ODOT D-02

THE ESTABLISHMENT OF THE PROPERTY LINES AND EXISTING RIGHT-OF-WAY LINES SHOWN ON THIS PLAN AS OF THIS DATE WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION.

BY: *[Signature]*
SURVEYOR'S NAME
SURVEYOR NO. 7877 DATE 06-09-08



PID NO. 83712

RGN CAL

DETAIL SHEET

OTT-357-2.32

2/2

i:\projects\OTT\00001\survey\basemaps\DICKE\FINAL SHEETS.dgn 09-JUN-2008 3:09PM muhfer

VL1299PG0291

200900199105
Filed for Record in
OTTAWA COUNTY, OHIO
VIRGINIA H. PARK, RECORDER
12-02-2009 At 03:34 pm.
WRNTY DEED 76.00
OR Book 1299 Page 291 -- 298

This conveyance has been examined and the fees, and complied with section 319-202 of the revised code.	
FEES \$	
EXEMPT <input checked="" type="checkbox"/>	
Jo Ellen Regitt, County Auditor	

Transfer 12-2-09
Jo Ellen Regitt
Jo Ellen Regitt

ODOT RE 202
Rev. 03/2009

W
State

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT: Valore Properties, Inc., the Grantor(s) herein, in consideration of the sum of \$60,000.00, to be paid by the State of Ohio, Department of Transportation, does hereby grant, bargain, sell, convey and release, with general warranty covenants, to the State of Ohio and its successors and assigns for the use and benefit of the Department of Transportation, the Grantee herein, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 1 WD
OTT 357- 2.32

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Prior Instrument Reference: OR 1237/519, OR 920/951, and OR 966/400, Ottawa County Recorder's Office together with Settlement Agreement Case 2008-10196 Exhibit B filed 6/19/09.

And the said Grantor(s), for them selves and their successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that they the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

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

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

VALORE PROPERTIES, INC.



By: ANTHONY M. VALORE, Agent

Date: 10-8-09

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the 8 day of October, 2009, before me the subscriber, a Notary Public in and for said state and county, personally came the above named ANTHONY M. VALORE, who acknowledged being the Agent and duly authorized agent of VALORE PROPERTIES, INC., and who signed or acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said entity.

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



NOTARY PUBLIC
My Commission expires:



GARY A. EBERT, ATTORNEY
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 207.03 R.C.

This instrument prepared by the Ohio Department of Transportation.

EXHIBIT APage 1 of 2
83712
1-WD
OTT-357-2.32
06/09/08PID
PARCEL
CTY-RTE-SEC
Version Date**PARCEL 1-WD
OTT-357-2.32****ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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

[Surveyor's description of the premises follows]

Situated in the Township of Put-in-Bay, County of Ottawa, State of Ohio, and known as being part of Lot 1, East Point, on the Island of South Bass, and being more particularly described as follows:

Commencing from a found Railroad Spike at station 122+69.30 on the centerline of Columbus Ave., S.R. #357 (40' R/W), and being the place of beginning of the parcel herein described;

Thence proceeding North 48 degrees 12 minutes 23 seconds West, along the Northerly line land now or formerly owned by Nancy W. Russell, recorded in Deed Volume 400 Page 020 of Ottawa County Records, and R. Edward Stein, recorded in Deed Volume 247 Page 571 of Ottawa County Records, a distance of 76.23 feet to the Northwesterly Corner of land now or formerly owned by Valore Properties, Inc., recorded in Official Record Volume 966 Page 400 of Ottawa County Records;

Thence proceeding North 81 degrees 31 minutes 31 seconds East, along said Valore Properties Inc. land, a distance of 9.39 feet more or less to a point at the water's edge of Lake Erie;

Thence continuing along said Valore Properties Inc. land, and the water's edge of Lake Erie the following described courses and distances to wit:

Thence North 56 degrees 29 minutes 01 seconds East, a distance of 10.78 feet;
 Thence North 71 degrees 23 minutes 36 seconds East, a distance of 12.08 feet;
 Thence North 44 degrees 56 minutes 26 seconds East, a distance of 18.17 feet;
 Thence North 70 degrees 02 minutes 53 seconds East, a distance of 23.56 feet;
 Thence North 71 degrees 59 minutes 38 seconds East, a distance of 20.24 feet;
 Thence North 79 degrees 05 minutes 36 seconds East, a distance of 24.40 feet;
 Thence North 86 degrees 11 minutes 42 seconds East, a distance of 24.64 feet;
 Thence North 87 degrees 09 minutes 55 seconds East, a distance of 26.23 feet;
 Thence North 86 degrees 57 minutes 39 seconds East, a distance of 23.27 feet;
 Thence North 86 degrees 55 minutes 19 seconds East, a distance of 38.10 feet;

Thence proceeding South 41 degrees 47 minutes 37 seconds West, parallel with the centerline of Columbus Ave., S.R. #357 (40' R/W), a distance of 183.27 feet to a point;

Thence proceeding North 48 degrees, 12 minutes 23 seconds West, a distance of 55.00 feet to the point and place of beginning. Said parcel contains 0.3316 Acres of land more or less, of that

EXHIBIT A

PID 83712
PARCEL I-WD
CTY-RTE-SEC OTT-357-2.32
Version Date 06/09/08

0.1172 Acres occupy the present road, and is subject to all legal highways, easements, and restrictions of record.

This description was prepared for the Ohio Department of Transportation, on May 03, 2008 by Ryan G. Nuhfer, Registered Surveyor Number 7877.

This description was reviewed for the Ohio Department of Transportation, by Craig A. Loehrke, Registered Surveyor Number 7585.

This description is based on a survey made for the Ohio Department of Transportation, under the direct supervision of William C. Leroy, Registered Surveyor Number 7664.

The basis of bearings in this description are based on the assumption that the centerline of Columbus Ave., S.R. #357 (40' R/W), in Lot 1, of East Point, on the Island of South Bass, in the Township of Put-in-Bay, the County of Ottawa, and State of Ohio, bears North 41 degrees, 47 minutes 37 seconds East, and is for angular measurement only.

Grantor claims title by instrument(s) recorded in Deed Volume 966, Page 400 in the records of Ottawa County, Ohio.

Ryan G. Nuhfer 06-09-08

Ryan G. Nuhfer, P.S.
Registered Surveyor Number 7877
Ohio Department of Transportation

Date: _____ Seal



Daniel Pukhan
DESIGNED APPROVED 12-2-09 mww
Ottawa County Engineer

Not to be used as a separate building site or transferred as an independent parcel in the future without Planning Commission approval.

Walter Wehenkeel

IN THE COURT OF CLAIMS OF OHIO

2009 JUN 19 PM 2:59

VALORE PROPERTIES, Inc.

ORIGINAL

Plaintiff,

v.

Case No. 2008-10196

OHIO DEPARTMENT OF
TRANSPORTATION,

Defendant.

SETTLEMENT AGREEMENT

1. This agreement is made between Valore Properties, Inc., hereinafter the Plaintiff, and Ohio Department of Transportation, hereinafter the Defendant.

2. The Plaintiff has asserted a claim against the Defendant in an action now pending in the Court of Claims, entitled *Valore Properties, Inc., v. Ohio Department of Transportation* and identified as Ohio Court of Claims Case No. 2008-10196

3. This agreement is made as a compromise between the parties for the complete and final settlement of their claims, differences, and causes of action with respect to the dispute described above.

4. It is understood by the Plaintiff and the Defendant that the facts upon which this agreement is made may hereafter prove to be other than or different from the facts now known by either of them or believed by either of them to be true. Each of the parties hereto expressly accepts and assumes the risk of the facts proving to be so different, and each of the parties hereto agree that all the terms of this agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

5. The parties agree that the terms of this compromise and settlement agreement bind the parties hereto, and their assigns and successors in interest.

6. The Plaintiff understands that this settlement is a compromise of disputed claims and payment thereof is not to be construed as an admission of liability on the part of the Defendant.

7. This Settlement Agreement and Release of All Claims ~~CONSTITUTES~~ ^{IS} an agreement between the parties with regard to the matters set forth herein. ^{There are no other} ~~There are no other~~ understandings or agreements, verbal or otherwise, ^{that this page is a} ~~between the~~ parties except as expressly set forth herein. true copy of the original

ON COMPIER
Clerk of the Court
Signature and date on last page

8. In consideration of the mutual covenants set forth herein, the parties agree as follows:

A. The Defendant, Ohio Department of Transportation agrees to pay the Plaintiff, Valore Properties, Inc., the sum of Sixty Thousand Dollars and No/100 Cents (\$60,000.00), pursuant to Ohio Revised Code Section 2743.19. No interest on this amount shall be paid. No representation is made by the Defendant as to the tax consequences of payment of the amount specified in this paragraph.

B. The Plaintiff will transfer to the Defendant full title in fee simple of the property that is the subject of this litigation, known as 1-WD SR 357-2.32 pid 83712, comprising a gross area of .3316 acres. The Plaintiff will also provide the Defendant with copies of studies and plans relating to remediation and preservation efforts.

C. The Plaintiff agrees that all claims, demands, rights, causes of action, costs, loss of services, expenses, and any and all other damages on account of, or in any way arising out of the actions or inactions of Defendant, their officers, employees, servants, or agents, during or arising out of the incident described in the complaint in Court of Claims Case No. 2008-10196 be released, settled, satisfied, discharged and compensated.

9. The Plaintiff agrees to be bound by a journal entry dismissing with prejudice the above described claim known as Ohio Court of Claims Case No. 2008-10196 and the attached release of all claims.

10. The parties hereto acknowledge and agree that this agreement shall not be binding on any of the parties until it has been duly presented to the Ohio Attorney General, as required by Section 2743.15(A), Ohio Revised Code, and Rule 7(A) of the Rules of the Court of Claims, for the Attorney General's approval, and the Ohio Attorney General has approved the agreement. The parties further acknowledge that the signature of the Assistant Attorney General on this settlement is on behalf of Defendant and is not to be construed as the approval of the Attorney General. If the Attorney General shall fail or refuse to approve the settlement, this agreement shall be null and void and without any force or effect, and none of the parties shall be bound thereby.

11. The parties hereto acknowledge and agree that this agreement shall not be binding on any of the parties until it has been duly presented to the Ohio Court of Claims as required by Section 2743.15(A), Ohio Revised Code, and Rules 7(A) and (B) of the Rules of the Court of Claims, for the Court's approval, and the Court has approved the agreement. If the Court shall fail or refuse to ~~approve~~ **CERTIFY** the agreement, this agreement shall be null and void and without any force or effect, and none of the parties shall be bound thereby. I hereby certify that this page is a

true copy of the original

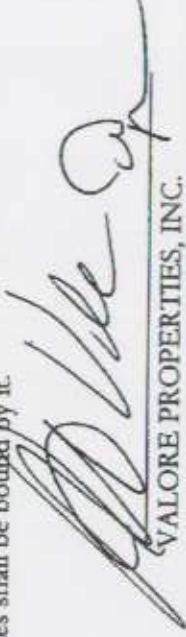
12. The undersigned have read this Settlement Agreement, understand all its terms, if signing on behalf of a principal, have ~~asked~~ **asked** the Court of Claims of Ohio

Signature and date on last page

behalf, and have executed this Settlement Agreement voluntarily.

- 13. It is understood that this agreement shall not be binding on any of the parties until it has been duly approved by the appropriate Probate Court and a certified copy of said Journal Entry of approval is attached hereto. If said Probate Court shall fail or refuse to approve the agreement, it shall become null and void and without any force or effect, and none of the parties shall be bound by it.

4-20-09
DATE



VALORE PROPERTIES, INC.
Plaintiff
Fed. Id. No. 34-1885986

4-20-09
DATE



GARY A. EBERT
Counsel for Plaintiff

6/15/09
DATE

Jolene M. Molitoris
OHIO DEPARTMENT OF TRANSPORTATION

6/19/09
DATE



CHRISTOPHER P. CONOMY
Assistant Attorney General
Counsel for Defendant

CERTIFICATION

I hereby certify that this page is a true copy of the original

Clerk of the Court of Claims of Ohio

3 Signature and date on last page