

Appropriation

RE 46

Rev. June 2019

TITLE REPORT

| | |
|--------|-----------------|
| C/R/S | FAI-SR 37-06.10 |
| PARCEL | 001-SH1/SH2/T |
| PID | 110412 |

42 YEAR REPORT ☐ ABBREVIATED REPORT ☒ **UPDATE**

INSTRUCTION:

- (1) R.C. 163.01 (E) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." ODOT expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgment creditors, etc.
- (2) ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (E) of its Real Estate Procedures Manual.

(1) FEE OR OTHER PRIMARY OWNERS

| Name | Marital Status (Spouse's Name) | Interest |
|---|--------------------------------|----------|
| EICHHORN LIMITED PARTNERSHIP AKA EICHHORN LIMITED PARTNERSHIP AKA EICHHORN LIMITED PARTNERSHIP, AN OHIO LIMITED LIABILITY PARTNERSHIP | N/A | 100% |

Mailing Address: 1410 Pleasantville Road NE
Pleasantville, OH 43148

Phone Number 614-864-9254
7640 Lancaster Road
Property Address: Baltimore, OH 43105

REGISTERED CPM Statutory Agent Corp.
AGENT: 366 East Broad Street
Columbus, OH 43215

(2) BRIEF DESCRIPTION OF SUBJECT PREMISES

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Township 16, Range 18, Section 29.

Being a 113.854 acre parcel in Walnut Township, Fairfield County, Ohio as more particularly described in "Exhibit A" attached hereto and made a part hereof by reference.

EXCEPTING AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS MORE PARTICULARLY DESCRIBED IN "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Access to this parcel shall be by a shared drive located on the property conveyed herein. The center line of said shared drive shall be at least 495 south of the drive serving Fairfield County Parcel No: 049-02637-13, which is currently owned by Joshua and Stephanie Freisner.

Fairfield County APN: 049-02612-30
Instrument: OR 1477, Pages 2270-2277

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

| Name & Address & Phone Number | Date Filed | Amount & Type of Lien |
|---|------------|-----------------------|
| The Vinton County National Bank 521 East Main Street, Lancaster, Oh 43105 OR Book 1736, Page 33-39 | 4/7/2017 | \$585,000.00 |
| Indebtedness: Eichhorn Limited Partnership, Phillip E Eichhorn, Stephen H Eichhorn and Diana L Eichhorn | | |

LEASES

(3-B)

| Name & Address | Commercial/Residential | Term |
|---|--|--|
| Unrecorded lease with Davis H. Elliott contractor for AEP | Commercial | Yrly No term noted |
| OR 1708, Page 371 Lessor: Eichorn Limited Partnership aka Eichhorn Limited Partnership Lessee: Dually Farms, L.L.C. 4510 Westfall Rd., Lancaster, Ohio 43130 | Farm Lease | Filed: 04/01/2016 End: 03/31/2026 |
| OR 1559, Page 2141 Assignor: Anschutz Exploration, et al Assignee: Chesapeake AEC Acquisition, LLC, an Oklahoma limited liability company 6100 North Water Avenue Oklahoma City, Oklahoma 73118 | Commercial Assignment | Filed: 12/17/2010 |
| OR 1559, Page 2084 Assignor: Anschutz Exploration Corporation, a Delaware Corporation Assignee: Chesapeake AEC Acquisition, LLC, an Oklahoma limited liability company 6100 North Water Avenue Oklahoma City, Oklahoma 73118 | Commercial Assignment, Bill of Sale and Conveyance | No term noted Filed: 12/17/2010 |
| OR 1549, Page 0616 Assignor: Anschutz Exploration Corporation Assignee: Anschutz Exploration Corporation on behalf of Ansbro Petroleum Company LLC Royalty Pool, et al. | Commercial Assignment of Overriding Royalty | No term noted Filed: 08/26/2010 |
| OR 1540, Page 2973 Assignor: T.S. Dudley Land Company, Inc. Assignee: Anschutz Exploration Corporation 555 Seventeenth Street Suite 2400 Denver, CO 80202 | Commercial Assignment of Oil and Gas Lease | No term noted Filed: 05/03/2010 |
| OR 1502, Page 0046 Lessor: Eichhorn Limited Partnership, an Ohio limited partnership Lessee: T.S. Dudley Land Company, Inc 5925 North Robinson Avenue Oklahoma City, OK 73118-0000 | Oil and Gas Lease | Effective Date 06/25/08 5 year term |

(3-C) **EASEMENTS**

| Name & Address | Type |
|---|--|
| OR 1719 PGS 3666-3670 Grantor: Eichhorn Limited Partnership, an Ohio limited partnership Grantee: State of Ohio Department of Transportation 9600 Jacksontown Road Jacksontown, OH 43030 | ROW SH Easement |
| OR 1517 PGS 0869-0872 Grantor: Eichhorn Limited Partnership Grantee: Northeast Ohio Natural Gas Corp. 5640 Lancaster Newark Rd. Pleasantville, OH 43148, a natural gas public utility | Temporary for Install Perpetual for access to pipeline |
| OR 1477 PGS 2270-2277 Deed References Ingress and Egress Easement between 113.854 acre tract and 25.002 acre tract which is not in the take area . Between APN 049-02612-30 and APN 049-02637-13 | Ingress and Egress |
| DEED BK 545, PGS 943-944 GRANTOR: Milton M. Watson aka Milton McKinley Watson, married GRANTEE: Eileen M. Ackley | 10' wide sewage disposal drain |
| DEED BK 474 PGS 550 Grantor: M.M. Watson and Esther Watson Grantee: South Central Power Company, an Ohio corporation P. O. Box 250 Lancaster, Ohio, and to its successors and assigns | Electric Easement |
| RELEASE of EASEMENT for all lands within the highway right of way limits between station 16 + 55 and Station 48 + 33 GRANTOR: The Ohio Fuel Gas Company, a corporation of the State of Ohio GRANTEE: State of Ohio, State Route No. 256, Sections 15.88-16.50 | |
| Easement Book H2, Pages 626-627, recorded 12/17/1951 at 3:00 pm GRANTOR: Frank C. Miller GRANTEE: STATE OF OHIO | HIGHWAY EASEMENT PCL 1 |
| Deed Book 250, Page 12, recorded 02/19/1953 at 11:43 am GRANTOR: Esther I Watson Guardian of McKinley M. Watson GRANTEE: SOUTH-CENTRAL RURAL ELECTRIC COOPERATIVE, INC | Electric Transmission and /or Distribution Lines Easement |

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

SR 37 had 60' right of way notated on early deed and SR 256 had 60' right of way notated on early deed. The Farm Lease list Lessor as Eichhorn Limited Partnership aka Eichhorn Limited Partnership.

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

County: FAIRFIELD Township: WALNUT School District: Liberty Union-Thurston LSD

| AUD. PAR. NO(S) | Land 35% | Building 35% | Total 35% | Taxes |
|-----------------|--------------|--------------|--------------|-----------------|
| 049-02612-30 | \$240,960.00 | | \$282,900.00 | \$4,293.52/YRLY |
| | \$240,690.00 | \$41,400.00 | \$282,090.00 | \$2,146.76/HALF |
| | | | | \$4,131.56/YRLY |
| | | | | \$2,065.78/HALF |

(6) **CAUV LAND VALUE \$167,740.00**

CAUV (Current Agricultural Use Value)

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

CAUV LAND VALUE \$167,740.00

This Title Report covers the time period from 11/14/1892 to 8/15/2020. 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) 001 SH1, SH2, T1 and presently standing in the name of EICHHORN LIMITED PARTNERSHIP as the same are entered upon the several public records of Fairfield County, OH.

Date & Time August 19, 2020 @ 1:15pm (am/pm)

Signed Signed

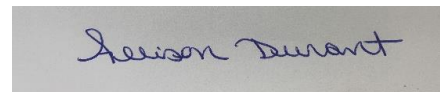
Print Name Kimber L. Heim

UPDATE TITLE BLOCK

This Title Report covers the time period from 8/15/2020 to 4/21/2021. 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) 001 SH1, SH2, T1 and presently standing in the name of EICHHORN LIMITED PARTNERSHIP as the same are entered upon the several public records of Fairfield County, OH.

Date & Time April 21, 2021 @ 1:02pm (am/pm)

Signed



Print Name

Allison Durant

Comments from the agent who prepared the Title Update

Taxes were updated, recorded farm lease added

PID 110412

[illegible]

DIST 05

CRS FAI-SR16-06.10

PARCEL 001-SH1/SH2/T

PID 110412

| Grantor | Grantee | Date Signed | Date & Time Recorded | Volume/Page | Conveyance Fee | Type Instrument |
|---|------------------------------|-------------|----------------------|----------------------------|----------------|---|
| Cont'd: Donna M. Shumaker and Waylon R. Shumaker, her husband; Brenda D. Kincaid, fka Brenda D. Watson and James L. Kincaid, her husband; David D. Watson, aka David A. Watson and Angela R. Watson, his wife; and Jill V. Watson, a single person | Cont'd: Watson Farm, Ltd. | | | | | TRACT THREE: has exceptions of 30 acres, 59.5 acres and 9.5 acres which the whole number of acres of land hereby intended to be conveyed being 104 acres, more or less. PARCEL TWO Situated in the County of Fairfield, in the State of Ohio and in the Township of Walnut and bounded and described as follows: Known and distinguished as being a part of the N.W. quarter of Section 29, Township 16, Range 18, bounded and described as, containing 32.55 acres more or less. Excepting 0.086 acres, 1.0 acres, 1.0 acres and allowing an easement approximately 10 feet wide for drainage along adjacent property line. Restriction on being used as separate building site without approval of the existing planning agency with platting authority over the area. PARCEL THREE Situated in the County of Fairfield, in the Township of Walnut and State of Ohio and known and described by being a part of the North West quarter, section No.29, Township No. 16, Range No. 18 containing 2.85 acres of land more or less. PRIOR DEED REFERENCE: Deed Book 641, Page 178-182 |
| Donna M. Shumaker, affiant | | 10/05/1995 | 10/13/1995 @ 3:21pm | Deed BK 641 Pgs 178-182 | Exempt | Affidavit to Extinguish Life Estate Interest Grandchild of Esther I. Watson who died on August 10, 1995. Certified Death Certificate provided. March 18, 1991 Esther I. Watson conveyed the real estate to Donna M. Shumaker, Brenda D. Watson, David A. Watson, and Jill V. Watson reserving a life estate interest to herself. Exhibit B land includes 50 ac, 4 ac, 50 ac, 30.464 ac and 2.85 acres. This affidavit is to show Donna M. Shumaker, Brenda D. Watson, David A. Watson, aka David D. Watson, and Jill V. Watson to be the sole owners of said property and for the purpose of obtaining a transfer by the Auditor of this county on the tax duplicate as provided by Section 319.20 of the Ohio Revised Code. PRIOR DEED REFERENCE: Deed Volume 590, Pages 813-816 |

DIST 05

CRS FAI-SR16-06.10

PARCEL 001-SH1/SH2/T

PID 110412

[illegible]

PID 110412

[illegible]

PID 110412

| Grantor | Grantee | Date Signed | Date & Time Recorded | Volume/Page | Conveyance Fee | Type Instrument |
|---|------------------|-------------|----------------------|--------------------------|----------------|---------------------------------|
| Certificate of Transfer No 1, M. McKinley Watson aka Milton McKinley Watson, deceased, Probate Case 50347 | Esther I. Watson | 11/14/1989 | 11/16/1989 @ 3:35pm | Deed Vol 576 Pgs 696-700 | EXEMPT | Probate Certificate of Transfer |
| <p>Entire interest in the following real estate:</p> <p>Situated in the State of Ohio, County of Fairfield, Township of Walnut:</p> <p>PARCEL ONE</p> <p>.....and known and distinguished by being a part of the West half of Section No. 29 in Township No. 16 of Range No. 18. Bounded by beginning at the Quarter Section corner of 30 to the West boundary of said Section No 29...</p> <p>TRACT ONE: containing 50 acres of land, more or less</p> <p>TRACT TWO: containing 4.0 acres. (Tract One and Two verified in Deed BK 73, Page 40)</p> <p>TRACT THREE: containing One Hundred and Fifty Acres (150).</p> <p>TRACT THREE: has exceptions of 30 acres, 59.5 acres and 9.5 acres which the whole number of acres of land hereby intended to be conveyed being 104 acres, more or less.</p> <p>PARCEL TWO</p> <p>Situated in the County of Fairfield, in the State of Ohio and in the Township of Walnut and bounded and described as follows:</p> <p>Known and distinguished as being a part of the N.W. quarter of Section 29, Township 16, Range 18, bounded and described as, containing 32.55 acres more or less. Excepting 0.086 acres, 1.0 acres, 1.0 acres and allowing an easement approximately 10 feet wide for drainage along adjacent property line.</p> <p>Restriction on being used as separate building site without approval of the existing planning agency with platting authority over the area.</p> <p>PARCEL THREE</p> <p>Situated in the County of Fairfield, in the Township of Walnut and State of Ohio and known and described by being a part of the North West quarter, section No.29, Township No. 16, Range No. 18 containing 2.85 acres of land more or less.</p> | | | | | | |
| <p>PRIOR DEED REFERENCE: Deed Book 165, Page 214-215</p> | | | | | | |

DIST 05 CRS FAI-SR16-06.10

PARCEL 001-SH1/SH2/T

PID 110412

| Grantor | Grantee | Date Signed | Date & Time Recorded | Volume/Page | Conveyance Fee | Type Instrument |
|--|------------------------|-------------|----------------------|----------------------------|----------------|-----------------|
| Milton M. Watson and Isillina V. Watson, aka Isilina V. Watson, husband and wife | Milton McKinley Watson | 12/24/1926 | 09/08/1927 @ 9:50am | Deed Bk 165 Pgs 214-215 | \$1.25 | Warranty Deed |
| Situating in the County of Fairfield and State of Ohio, and known and distinguished by being a part of the West Half of Section No. 29 in Township No. 16 of Range No 18, bounded by the beginning at the Quarter Section corner 30 to the West boundary of said Section No 29; thence North 11.48 chains to a stone...., containing 50 acres; Second Tract - Situated in the County of Fairfield in the State of Ohio distinguished by being a part of the North West Quarter of Section No. 29 in Township No 16 of Range No 18 commencing at the northwest corner of the above described land at a stone, containing 4 acres; Third Tract - Situated in the Township of Walnut, in the State of Ohio, and in the County of Fairfield, and known and designated as being a part of the Northwest Quarter and part of the Southwest Quarter of Section 29, beginning at the half section corner of the East boundary of said Section...., containing One Hundred and Fifty Acres (150), Excepting therefrom Thirty (30) acres...; and also excepting Nine and one half (9 1/2) acres; Excepting land containing Fifty (50) acres, more or less....The Whole Number of Acres of land hereby intended to be conveyed being 104 acres, more or less. | | | | | | |
| PRIOR DEED REFERENCE: Deed Book 135, Page 364-366 | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Know all Men by These Presents

That Watson Farm, Ltd., an Ohio limited liability company, of Fairfield County, State of Ohio, for valuable consideration paid, grants with general warranty covenants, to Eichhorn Limited Partnership, an Ohio limited partnership, whose tax mailing address is 5345 Bixby Road, Canal Winchester, Ohio 43110, the following real property:

Being a 113.854 acre parcel in Walnut Township, Fairfield County, Ohio as more particularly described in "Exhibit A" attached hereto and made a part hereof by reference.

EXCEPTING AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS MORE PARTICULARLY DESCRIBED IN "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Access to this parcel shall be by a shared drive located on the property conveyed herein. The center line of said shared drive shall be at least 495 feet south of the drive serving Fairfield County Parcel No. 049-02637-13, which is currently owned by Joshua and Stephanie Freisner.

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

Prior Instrument Reference: Volume 663, Page 140, Deed Records, Fairfield County, Ohio.

Executed this 4th day of October, 2007.

Watson Farm, Ltd.,
an Ohio limited liability company

By: Donna M. Shumaker
Donna M. Shumaker, Managing Member

State of Ohio
County of Fairfield

ss. Before me, a **Notary Public** in and for said County and State, personally appeared the above named Donna M. Shumaker, Managing Member of Watson Farm, Ltd., an Ohio limited liability company, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed and the free act and deed of said company.

In Testimony Whereof, I have hereunto set my hand and
at Lancaster, Ohio this 4th day of October, A.D. 2007.

TRANSFERRED

OCT 10 2007

Barbara Curtiss
County Auditor, Fairfield County, Ohio

Brian D. Shonk
Notary Public - State of Ohio



BRIAN D. SHONK
ATTORNEY AT LAW
Notary Public, State of Ohio
LIFETIME COMMISSION

REAL ESTATE CONVEYANCE

FEE \$ 3780.00

EXEMPT # _____

Barbara Curtiss
AUDITOR, FAIRFIELD COUNTY, OHIO

200700021842
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
10-10-2007 At 01:17 PM.
DEED 76.00
OR Book 1477 Page 2270 - 2277

Executed this 4th day of October, 2007.

Eichhorn Limited Partnership,
an Ohio limited partnership

By: [Signature]

Phillip E. Eichhorn, General Partner

By: [Signature]

Stephen H. Eichhorn, General Partner

State of Ohio
County of Fairfield

ss. Before me, a **Notary Public** in and for said County and State, personally appeared the above named Phillip E. Eichhorn and Stephen H. Eichhorn, General Partners of Eichhorn Limited Partnership, an Ohio limited partnership, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of said partnership.

In Testimony Whereof, I have hereunto set my hand and official seal, at Lancaster, Ohio this 4th day of October, A.D. 2007.

[Signature]
Notary Public - State of Ohio



BRIAN D. SHONK
ATTORNEY AT LAW
Notary Public, State of Ohio
LIFETIME COMMISSION

This instrument prepared by: Carrie S. Snoke, Attorney at Law
Dagger, Johnston, Miller, Ogilvie & Hampson, LLP
144 East Main Street, Lancaster, Ohio 43130



TOBIN-McFARLAND SURVEYING, INC.

Professional Land Surveyors

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

Description of 113.854 Acres

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Township 16, Range 18, Section 29.

Being 30.342 acres of the 32.55 acre tract described as Parcel Two, 49.766 acres of the 50 acre tract described as Parcel One, Tract One, all of the 2.85 acre tract described as Parcel Three, all of the 4 acre tract described as Parcel One, Tract Two, and 26.896 acres of the 150 acre tract described as Parcel One, Tract Three as recorded in deed volume 663, page 140, to Watson Farm, Ltd., and being more fully described as follows:

Beginning at a point in the centerline intersection of Lancaster-Newark Road (State Route 37) and Baltimore-Somerset Road (State Route 256) and at the northwest corner of Section 29, said point being North 44 degrees 46'37" East a distance of 42.46 feet from a 5/8 inch rebar previously set;

thence with the north line of said section and the centerline of Baltimore-Somerset Road North 89 degrees 08'31" East a distance of 231.29 feet to a point at the northwest corner of a 0.086 acre tract recorded in deed volume 449, page 565;

thence South 00 degrees 35'53" East, passing a 5/8 inch rebar found at 20.53 feet, a total distance of 75.00 feet to a 5/8 inch rebar set to the southwest corner of said 0.086 acre tract;

thence North 89 degrees 08'31" East a distance of 50.00 feet to a 5/8 inch rebar set at the southeast corner of said 0.086 acre tract;

thence North 00 degrees 35'53" West, passing a 5/8 inch rebar found at 53.85 feet, a total distance of 75.00 feet to a point at the northeast corner of said 0.086 acre tract;

thence with the centerline of Baltimore-Somerset Road North 89 degrees 08'31" East a distance of 60.07 feet to a point at the northwest corner of a 1.00 acre tract described in official record 1343, page 1894;

thence South 00 degrees 11'03" East, passing a 5/8 inch iron pipe found at 20.82 feet, a total distance of 290.60 feet to a 5/8 inch iron pipe found at the southwest corner of said 1.00 acre tract;

thence North 89 degrees 16'16" East a distance of 299.81 feet to a 5/8 inch rebar set at the southeast corner of a one acre tract;

thence South 00 degrees 10'48" East a distance of 442.78 feet to a 5/8 inch rebar set at the southwest corner of a 3.367 acre tract recorded in official record 1350, page 2457;

thence North 89 degrees 17'55" East, passing a 3/4 inch iron pipe found at 200.00 feet, a total distance of 595.15 feet to a 5/8 inch rebar set at the southeast corner of a 10 acre tract described in deed volume 367, page 372;

thence South 00 degrees 12'08" East a distance of 1918.06 feet to a 5/8 inch rebar set;

thence North 89 degrees 24'28" East a distance of 1398.58 feet to a 5/8 inch rebar set;

thence South 01 degrees 07'08" East a distance of 464.52 feet to a 5/8 inch rebar set, passing a post at the northeast corner of the southwest quarter of Section 29 at 16.50 feet;

thence South 89 degrees 25'16" West, passing a 5/8 inch rebar set at 13.69 feet, a total distance of 302.00 feet to a 5/8 inch rebar set;

thence South 40 degrees 29'10" West a distance of 392.70 feet to a 5/8 inch rebar set;

thence South 89 degrees 25'16" West a distance of 893.30 feet to a 5/8 inch rebar set;

thence South 00 degrees 11'34" East a distance of 276.95 feet to a 5/8 inch rebar set;

thence South 89 degrees 25'16" West, passing a 5/8 inch rebar set at 1161.18 feet, a total distance of 1191.18 feet to a point in the centerline of Lancaster-Newark Road (State Route 37) and on the west line of Section 29;

thence with the centerline of Lancaster-Newark Road North 00 degrees 12'32" West a distance of 1850.24 feet to a point on the section line, said point being North 89 degrees 44'00" East a distance of 30.00 feet from a one inch iron pipe found;

thence continuing with the centerline of Lancaster-Newark Road North 00 degrees 10'46" West a distance of 1834.72 feet to the point of beginning, containing **113.854 Acres**.

Bearings are based on a previous survey of 10.011 Acres filed in Survey Book 62, Page 15368. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in July of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Rodney McFarland 8/27/07
Rodney McFarland, P.S. Date
July 20, 2007 originals are signed in blue ink



A-8

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS
BY AB DATE 9/28/07
79/17689

THIS PARCEL IS LOCATED IN AN
IDENTIFIED FEMA FLOOD HAZARD AREA
IN COMPLIANCE WITH THE FAIRFIELD COUNTY
FLOOD DAMAGE PREVENTION REGULATION
NO FURTHER ACTION IS REQUIRED.

07-217E
Exempted from Fairfield County Subdivision
Regulations. This exemption does not infer that the
parcel in question is consistent with zoning and/or
health department regulations.

R. B. Buehler / *BF*

EXCEPTING AND RESERVING to grantor, its successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and across the herein described property to a 25.002 acre tract more particularly described in Exhibit C, attached hereto and incorporated herein by reference. The location of said easement is depicted on the plat attached hereto as "Exhibit D" and is more particularly described in "Exhibit E", both of which are attached hereto and incorporated herein by reference as if fully set forth.

Said easement includes the right of the owner of said 25.002 acre tract in whose favor this easement is established, his respective heirs, successors, and assigns, and his/their respective agents, servants, tenants, visitors, invitees, licensees and grantees, and all other persons to the advantage of such parties, to at all times freely pass or repass on foot, or in vehicles of every description, for all lawful purposes incident to the use of the property served by such easement.

Neither the owner of said easement nor the owner of the tract over which said easement crosses shall in any manner cause the land that is the subject of this easement to be obstructed or in any manner degraded so as to defeat the purpose for which this easement is created. The owner of the tract over which this easement is created shall have the right to utilize said premises and the right to grant to others similar rights, so long as such use does not interfere with or obstruct the use thereof for the purposes herein designated.

The owners of each tract served by said ingress and egress easement shall share equally in the installation, maintenance, repair and replacement of an access point within the easement area based upon the number of tracts served by such easement. Said access point shall be graveled (unless otherwise agreed to in writing by the owners of all tracts being served by such easement) and shall be kept in a good and passable condition. Beyond such access point, each party shall be responsible for the installation, maintenance, repair and replacement of an access drive serving such owner's tract exclusively. To the extent such access drive is shared with the owner or owners of other tracts, such owners shall share proportionately in the installation, maintenance, repair and replacement of such jointly used portion of the access drive based on the number of tracts served by such portion of the drive.

This easement is binding upon and shall inure to the benefit of the Grantor and Grantee hereto, whether singular or plural, and their respective heirs, successors and assigns.



TOBIN-McFARLAND SURVEYING, INC.

Professional Land Surveyors

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

Description of 25.002 Acres

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Township 16, Range 18, Section 29.

Being part of the 150 acre tract described as Parcel One, Tract Three as recorded in deed volume 663, page 140, to Watson Farm, Ltd., and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the east line of the southwest quarter of Section 29, said rebar being South 01 degrees 07'08" East a distance of 448.02 feet from a post at the northeast corner of the southwest quarter of Section 29;

thence South 01 degrees 07'08" East a distance of 783.06 feet to a 5/8 inch rebar set on said quarter section line;

thence South 89 degrees 25'16" West, passing a 5/8 inch rebar set at 2625.05 feet, a total distance of 2655.05 feet to a point in the centerline of Lancaster-Newark Road (State Route 37) and on the west line of Section 29;

thence with the centerline of Lancaster-Newark Road North 00 degrees 12'32" West a distance of 210.00 feet to a point on the section line;

thence North 89 degrees 25'16" East, passing a 5/8 inch rebar set at 30.00 feet, a total distance of 1191.18 feet to a 5/8 inch rebar set;

thence North 00 degrees 11'34" West a distance of 276.95 feet to a 5/8 inch rebar set;

thence North 89 degrees 25'16" East a distance of 893.30 feet to a 5/8 inch rebar set;

thence North 40 degrees 29'10" East a distance of 392.70 feet to a 5/8 inch rebar set;

thence North 89 degrees 25'16" East, passing a 5/8 inch rebar set at 288.31 feet, total a distance of 302.00 feet to the point of beginning, containing **25.002 Acres**.

Bearings are based on a previous survey of 10.011 Acres filed in Survey Book 62, Page 15368. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in July of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Rodney McFarland 7/19/07

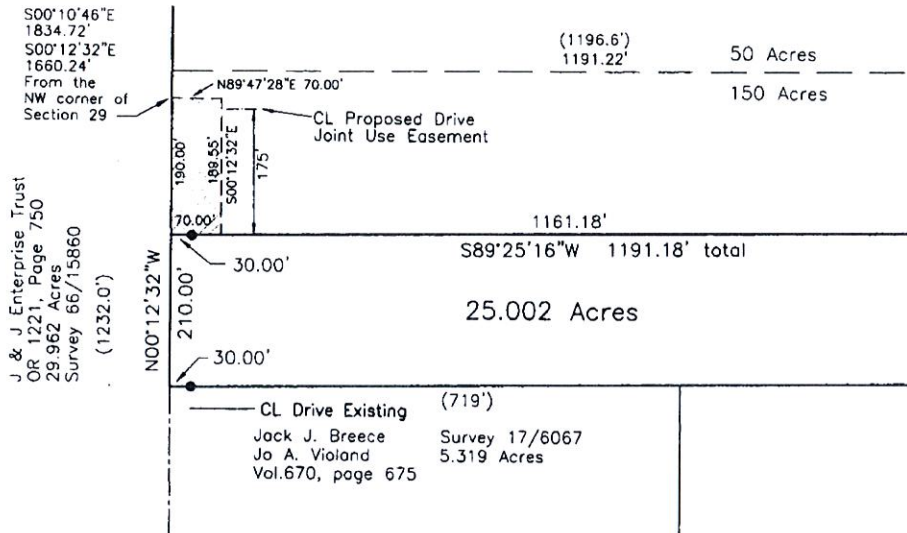
Rodney McFarland, P.S. Date
July 20, 2007

originals are signed in blue ink

A-8



PLAT OF JOINT USE DRIVE EASEMENT



STATE OF OHIO
FAIRFIELD COUNTY
WALNUT TOWNSHIP
TOWNSHIP 16
RANGE 18
SECTION 29



For: Watson Farm, Ltd
Date of Drawing: Sept.19, 2007



BY: Rodney McFarland 9/19/07
Registered Surveyor No.6416 Date
TOBIN-McFARLAND SURVEYING INC.
111 West Wheeling Street
Lancaster, Ohio 43130
Ph 740-687-1710 Fax 740-687-0877



TOBIN-McFARLAND SURVEYING, INC.

Professional Land Surveyors

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

***Description of Drive Easement
for 25.002 Acres***

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 29.

Beginning for reference at a point in the centerline intersection of Lancaster-Newark Road (State Route 37) and Baltimore-Somerset Road (State Route 256) and at the northwest corner of Section 29, said point being North 44 degrees 46'37" East a distance of 42.46 feet from a 5/8 inch rebar previously set;

thence with the center of Lancaster-Newark Road South 00 degrees 10'46" East a distance of 1834.72 feet to a point on the section line;

thence South 00 degrees 12'32" East a distance of 1660.24 feet to a point on the section line, said point being the TRUE POINT OF BEGINNING;

thence North 89 degrees 47'28" East a distance of 70.00 feet to a point;

thence South 00 degrees 12'32" East a distance of 189.55 feet to a point;

thence South 89 degrees 25'16" West a distance of 70.00 feet to a point in the centerline of Lancaster-Newark Road and on the section line;

thence North 00 degrees 12'32" West a distance of 190.00 feet to the TRUE POINT OF BEGINNING.

This description is based on a survey made in August of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

S-133



Rodney McFarland 8/27/07
Rodney McFarland, P.S. Date
August 8, 2007 originals are signed in blue ink



Know all Men by these Presents

That Donna M. Shumaker and Waylon R. Shumaker, her husband; Brenda D. Kincaid, fka Brenda D. Watson and James L. Kincaid, her husband; David D. Watson, aka David A. Watson and Angela R. Watson, his wife; and Jill V. Watson, a single person, of the County of Fairfield, State of Ohio, for valuable consideration paid, grant with general warranty covenants, to Watson Farm, Ltd., whose tax mailing address is 7640 Lancaster-Newark Road, Baltimore, OH 43105, the following real property:

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

See Exhibit A, hereto attached and incorporated by reference as if fully rewritten herein.

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

Prior Instrument Reference: Volume 641, Page 178, Deed Records of Fairfield County, Ohio.

Grantors release all rights of dower therein.

Witness

our hand(s) this 25th day of July,

9700015932
Filed for Record in
FAIRFIELD CO, OH
GENE WOOD
On 08-07-1997 At 03:00 pm.
DEED 22.00
Book OR Vol. 663 Pg. 140 - 43

Signed and acknowledged in presence of

J. Jay Hampson
As to all
Sandy V. Gurile
SANDY V. GURILE

Donna M. Shumaker
Donna M. Shumaker
Waylon R. Shumaker
Waylon R. Shumaker
Brenda D. Kincaid
Brenda D. Kincaid
James L. Kincaid
James L. Kincaid
David D. Watson
David D. Watson
Angela R. Watson
Angela R. Watson
Jill V. Watson
Jill V. Watson

State of Ohio, }
FAIRFIELD County,

ss. Before me, a Notary Public in and for said County and State, personally appeared the above named

Donna M. Shumaker and Waylon R. Shumaker, her husband; Brenda D. Kincaid, fka Brenda D. Watson and James L. Kincaid, her husband; David A. Watson, aka David D. Watson and Angela R. Watson, his wife; and Jill V. Watson, a single person, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof,

I have hereunto set my hand and official seal, at Lancaster, Ohio this 25th day of July, A.D. 1997.

J. JAY HAMPSON, ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration Date
O. R. C. Section 147.03

Notary Public, State of Ohio

This instrument prepared by

J. JAY HAMPSON, ATTORNEY AT LAW,
DAGGER, JOHNSTON, MILLER, OGILVIE & HAMPSON
144 E MAIN ST, LANCASTER OH 43130

111
50.00
4.00
51.00
28.69
2.85
136.54

PARCEL ONE

EXHIBIT A

TRACT ONE:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, and known and distinguished by being a part of the West half of Section No. 29 in Township No. 16 of Range No. 18. Bounded by beginning at the Quarter Section corner on va 30 to the West boundary of said Section No. 29; thence North 11.48 Chains to a stone (Shane S.W. corner); thence N. 89-1/4 deg. East va 30 W. 6.32-1/2 Chains to a stone; thence North 6.32-1/2 Chains to a stone (Shane N.E. corner); thence N. 89-1/4 deg. E. 11.81 Chains to a stone; thence South 29.76 Chains to a stone; thence S. 89-1/4 deg. West 18.13 Chains to a stone on the Section line; thence North 12.00 Chains to the place of beginning, containing 50 Acres of land, more or less.

TRACT TWO:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, and known and distinguished by being a part of the North West Quarter of Section No. 29 in Township No. 16 of Range No. 18 - commencing at the North West corner of the above described land at a stone; thence East on the line between the former owners, Thomas M. Watson and John Hite's lands Six Chains and Thirty-two and One-half Links (6.32-1/2) to a stone; thence South Six Chains and Thirty-two and One-half Links (6.32-1/2); thence West Six Chains and Thirty-two and One-half Links (6.32-1/2) to a stone; thence North Six Chains and Thirty-two and One-half Links (6.32-1/2) to the place of beginning, containing 4 Acres.

For verification of the above 2 Tracts - See Deed Book No. 73, Page 40.

TRACT THREE:

Situated in the Township of Walnut, in the State of Ohio and in the County of Fairfield and known and designated as being a part of the Northwest Quarter and part of the Southwest Quarter of Section 29, bounded and described as follows: Beginning at the half Section corner of East boundary of said Section; thence South with the Half Section line to the Half Section corner on South boundary of said Section; thence West with the said Section line to the Southwest corner of said section; thence North with the Section line a stone 12 chains South of the Northwest corner of said Southwest Quarter; thence North 89-1/4 deg. East Eighteen Chains and thirteen Links (18.13) to a stone; thence North Eighteen Chains and Thirty-two Links (18.32) to a stone; thence East Thirteen Chains and Nineteen Links (13.19) to a stone on the Half Section line; thence East Eight Chains and Fifty-eight Links (8.58) to the beginning, containing One Hundred and Fifty Acres (150).

EXCEPTING THEREFROM Thirty (30) Acres out of said Southwest Quarter, leaving in the above described Tract One Hundred and Twenty (120) Acres; and also

EXCEPTING THEREFROM Fifty-nine and One-half (59-1/2) Acres conveyed out of the above-described real estate by John Watson and wife, by Deed recorded in Book No. 60, Page 608, of the Deed Records of said County; and also

EXCEPTING THEREFROM Nine and One-half (9-1/2) acres conveyed by said John Watson and wife out of said above-described Tract to Henry Musser, by Deed recorded in Deed Book 64, Page 280, of said Deed Records. Containing Fifty (50) Acres, more or less. Being the same land conveyed to Jeremiah Alspach by Augusta Eyma, et al., by Deed dated November 11, 1902, recorded in Volume 97, Page 175, Records of Deeds of Fairfield County, Ohio and Willed to the Grantors herein by the last Will and Testament of Jeremiah Alspach, duly recorded in the Probate Court of Fairfield County, Ohio, to which Deed and Will reference is given. For verification of the last and being the Third Tract herein just above described - See Deed Book No. 135, Page 364 of the Records of Deeds in said County of Fairfield and State of Ohio - to which reference is also hereby had for greater certainty of description.

80.0

4.0

150.0

- 30.0

- 9.5

99

59.5

51.000

The whole number of Acres of land hereby intended to be conveyed being 104 Acres, more or less.

PARCEL TWO

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

Known and distinguished as being a part of the N. W. quarter of Section 29, Township 16, Range 18, bounded and described as follows: Beginning at the northwest corner of said section 29; thence with the section line east 9.71 chains to a point; thence with a fence line south 11.11 chains to an iron pin; thence east 9.00 chains to an iron pin; thence south 11.63 chains to a stone; thence west 18.73 chains to a point on the section line; thence with the section line north 22.72 chains to the place of beginning. Containing 32.55 acres more or less. Being a part of the premises conveyed by Deed dated July 23, 1945, from William Darlington Kempy to Stanley H. Watson, recorded in Volume 211, Page 417, Deed Records, Fairfield County, Ohio.

EXCEPTING THEREFROM Being a part of Township 16, Range 18, Section 29 of the Congress Lands East of the Scioto River and described as follows: Beginning at a point on the centerline of State Route 256, said point being also the northeast corner of a 138.85 acre tract owned by M. Watson of record in Deed Book 165, Page 214, Recorder's Office, Fairfield County, Ohio; thence, west with the centerline of said State Route 256 and the north line of said 138.85 acre tract, 360.00 feet to the point of true beginning; thence, south, 75.00 feet to a point; thence, west, 50.00 feet to a point; thence north, 75.00 feet to a point on the centerline of said State Route 256 and the north line of said 138.85 acre tract; thence, east 50.00 feet with said centerline, and said north line to the place of true beginning, containing 3750 square feet or 0.086 acres.

EXCEPTING THEREFROM being a part of the Northwest quarter of Section 29, Township 16, Range 18 and bounded and described as follows: Beginning at a point in the center line of State Route No. 256 East 340.86 feet distant from the Northwest corner of Section 29; thence with the centerline of said road East 150.00 feet to a point; thence S 0 deg. 36' West 290.40 feet to an iron pin (passing an iron pin at 20.82 feet); thence West 150.00 feet to an iron pin; thence N 0 deg. 36' East 290.40 feet to the place of beginning, (passing an iron pin at 269.58 feet). Containing 1.00 acre more or less.

EXCEPTING THEREFROM being a part of the Northwest Quarter of Section 29, Township 16, Range 18 and bounded and described as follows:

Beginning at a point in the centerline of State Route No. 256 East 490.86 feet distant from the Northwest corner of Section 29; thence with the centerline of said road East 150.00 feet to a point; thence with the East line of M. M. Watson's tract and the West line of a certain 10.00 acre tract S 0 deg. 36' W 290.40 feet to an iron pin (passing an iron pin at 20.82 feet); thence West 150.00 feet to an iron pin; thence N 0 deg. 36' E 290.40 feet to the place of beginning, (passing an iron pin at 369.58 feet). Containing 1.00 acre, more or less.

Together with an easement approximately 10 feet wide, which shall run in a southwesterly direction across the Grantor's adjacent property, for the purpose of installing a drain for sewage disposal purposes, and said drain shall be installed and maintained at Grantee's expense.

This parcel shall not be utilized as a separate building site until approved by the existing planning agency with platting authority over the area. Unless such approval is obtained this parcel shall be used in conjunction with the parcel recorded in Volume 461, Page 344 Deed Records, Fairfield County, Ohio.

32.550
- 0.086
- 1.000
- 1.000
- 5.000
25.464 ac

PARCEL THREE

Situated in the County of Fairfield, in the Township of Walnut and State of Ohio and known and described by being a part of the North West quarter, section No. 29, Township No. 16, Range No. 18 and bounded and described as follows:

Beginning at a point on the Southern boundary line of the Maggie Hempy 42 acres tract at the North-east corner of the lands of Milton Watson which point is approximately 18.13-1/2 chains East of a point on the State Route 37, which said point on State Route 37 is approximately 17.80-1/2 chains North of the South-West corner of the North-west quarter of Section No. 29; thence South along the Eastern boundary of the Grantees land herein approximately 18.19 chains to a point, which point marks the South West corner of the Grantor's land' thence East approximately 21.83 chains to a point on the center section line which point is approximately .51 of a chains South of the center of the section; thence north approximately 50 feet; thence westwardly parallel with the Southern boundary of the tract herein conveyed to a point which is 45 feet East from the Western boundary of the tract herein conveyed and 50 feet North of the Southern boundary of the tract herein conveyed; thence North to a point on the Southern boundary of the Maggie Hempy 42 acre tract which point is 45 feet east of the place of beginning; thence West to the place of beginning containing in all approximately 2.85 acres of land more or less.

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

By JAC Date 10/11/95
049-02612-00

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

By AB Date 8-7-97
049-02612-00

REAL ESTATE CONVEYANCE

Fee \$ _____

Exempt # G

Barbara Curtiss
Auditor, Fairfield County, Oh.

TRANSFERRED

AUG 07 1997

Barbara Curtiss
County Auditor, Fairfield County, Ohio

AFFIDAVIT TO EXTINGUISH LIFE ESTATE INTEREST

STATE OF OHIO:
COUNTY OF FAIRFIELD: SS.

Donna M. Shumaker, being first duly sworn on oath, deposes and states as follows:

My name is Donna M. Shumaker and I reside at 7640 Lancaster-Newark Road, Route 1, Baltimore, Fairfield County, Ohio. I am one of the grandchildren of Esther I. Watson who died on August 10, 1995. A certified copy of my grandmother's death certificate is attached hereto as Exhibit A.

On March 18, 1991, Esther I. Watson conveyed the following described real estate to Donna M. Shumaker, Brenda D. Watson, David A. Watson and Jill V. Watson, reserving a life estate interest to herself:

See Attached Exhibit B.

Prior Reference: Vol. 590, Page 813 of the Deed Records of Fairfield County, Ohio.

That this is an Affidavit made for the purpose of showing Donna M. Shumaker, Brenda D. Watson, nka Brenda D. Kincaid, David A. Watson, aka David D. Watson, and Jill V. Watson to be the sole owners of said property and for the purpose of obtaining a transfer by the Auditor of this County on the tax duplicate as provided by Section 319.20 of the Ohio Revised Code.

Further affiant sayeth naught.

Donna M. Shumaker
Donna M. Shumaker

Oct Sworn to before me and subscribed in my presence this 5 day of November, 1995.

Notary Public.

THIS INSTRUMENT PREPARED BY: Stebelton, Aranda & Snider, One North Broad St, P. O. Box 130, Lancaster, Ohio 43130.

LAURIE M. CLASSMACHER
Notary Public, State of Ohio
My Commission Expires 6-17-97



**TRANSFER
NOT NECESSARY**

OCT 12 1995

Barbara Curtis
A JUNIOR FAIRFIELD COUNTY, OHIO

83877
RECEIVED IN FAIRFIELD
COUNTY, OHIO
AT 3:21 P.M. 10-13-95
RECORDED BY 10-13-95 PAGE 178

28 OCT 13 1995

Gene Wood
RECORDER, FAIRFIELD COUNTY, OHIO

life estate

594
150
-100
104 ac
32.55
- 0.086
- 1.0
- 1.0
10' easement
3.85

Ohio Department of Health
VITAL STATISTICS
CERTIFICATE OF DEATH
TYPE ON PRINT IN PERMANENT BLACK INK

State File No.

EXHIBIT A

Reg. Dist. No. _____
Primary Reg. Dist. No. _____
Registrar's No. _____

1. Decedent's Name (Print, Middle, Last) **WATSON ESTHER I**
2. Social Security Number **268-40-0212**
3. Date of Birth (Month, Day, Year) **Aug. 10, 1995**
4. Sex **Female**
5. Date of Death (Month, Day, Year) **Oct. 24, 1995**
6. Place of Death (City and State or Foreign Country) **Fairfield Co., OH**

7. Was Decedent Ever in U.S. Armed Forces? **No**
8. Place of Death (Check Only One)
a. ☐ Home ☐ Nursing Home ☐ Other ☐ Other (Specify) _____
b. ☐ Hospital ☐ Outpatient ☐ ODA ☐ Other (Specify) _____
9. Facility Name (If Not Institution, Give Street and Number) **Gaulden Manor Nursing Center**
10. Mailing Address (Owner and Number or Rural Route Number, City or Town, State, ZIP Code) **8614 Victoria Meadow Lane; Reynoldsburg OH 43068**

11. Marital Status (Married, Single, Widowed, Divorced, Separated) **Widowed**
12. Decedent's Usual Occupation (Give kind of work done during most of working life. Do not use retired) **Homemaker**
13. Street and Number **225 Hansberger Ave.**
14. Was Decedent of Hispanic Origin? **No**
15. Race (American Indian, Black, White, etc. (Specify)) **White**
16. Decedent's Education (Specify) **High School Graduate**
17. Father's Name (Print, Middle, Maiden Surname) **John Wertz**
18. Mother's Name (Print, Middle, Maiden Surname) **Effie Boyer**

19. Informant's Name (Print, Middle, Last) **Dean Wertz**
20. Relationship to Decedent **Son**
21. Name of Embalmer **Floral Hills Memory Gardens**
22. License Number (If Licensed) **7456**

23. Name and Address of Facility **Johnson-Smith Funeral Home**
24. Signature of Registrar **James A. Wertz**
25. Date of Death (Month, Day, Year) **Aug. 10, 1995**
26. Signature of Person Issuing Permit **James A. Wertz**
27. Date Permit Issued **8/14/95**

28. Time of Death **3:35 PM**
29. Date of Death (Month, Day, Year) **August 10, 1995**
30. Signature and Title of Coroner **James M. Whetstone MD**
31. License Number **16916**
32. Date Signed (Month, Day, Year) **8-11-95**

33. Name and Address of Person who Completed Cause of Death (Type/Print) **Dr. Anna Whetstone; 12135 Lancaster St.; P.O. Box 218; Millersport, OH 43046**
34. Part I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent black ink.
a. **Coronary heart failure**
b. **Due to (or as a consequence of)**
c. **Due to (or as a consequence of)**
d. **Due to (or as a consequence of)**

35. Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.
36. Manner of Death **Senile Failure's COPD**
37. Date of Injury (Month, Day, Year) **M**
38. Time of Injury **M**
39. Place of Injury - At Home, Farm, Street, Factory, Office Building, etc. (Specify) **Home**

40. Was an autopsy performed? **No**
41. Were autopsy findings available prior to completion of cause of death? **No**
42. Approximate interval between onset and death **12**

43. Location (Street and Number or Rural Route Number, City or Town, State) **225 Hansberger Ave., Reynoldsburg, OH 43068**

44. Date of Death (Month, Day, Year) **Aug. 14, 1995**

45. Signature of Registrar **James A. Wertz**
46. Title of Registrar **Registrar**

47. Date of Death (Month, Day, Year) **Aug. 14, 1995**

48. Signature of Registrar **James A. Wertz**
49. Title of Registrar **Registrar**

50. Date of Death (Month, Day, Year) **Aug. 14, 1995**

51. Signature of Registrar **James A. Wertz**
52. Title of Registrar **Registrar**

53. Date of Death (Month, Day, Year) **Aug. 14, 1995**

54. Signature of Registrar **James A. Wertz**
55. Title of Registrar **Registrar**

TRACT ONE:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, and known and distinguished by being a part of the West half of Section No. 29 in Township No. 16 of Range No. 18. Bounded by beginning at the Quarter Section corner on va 30 to the West boundary of said Section No. 29; thence North 11.48 Chains to a stone (Shane S.W. corner); thence N. 89-1/4 deg. East va 30 W. 6.32-1/2 Chains to a stone; thence North 6.32-1/2 Chains to a stone (Shane N.E. corner); thence N. 89-1/4 deg. E. 11.81 Chains to a stone; thence South 29.76 Chains to a stone; thence S. 89-1/4 deg. West 18.13 Chains to a stone on the Section line; thence North 12.00 Chains to the place of beginning, containing 50 Acres of land, more or less.

TRACT TWO:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, and known and distinguished by being a part of the North West Quarter of Section No. 29 in Township No. 16 of Range No. 18 - commencing at the North West corner of the above described land at a stone; thence East on the line between the former owners, Thomas M. Watson and John Hite's lands Six Chains and Thirty-two and One-half Links (6.32-1/2) to a stone; thence South Six Chains and Thirty-two and One-half Links (6.32-1/2); thence West Six Chains and Thirty-two and One-half Links (6.32-1/2) to a stone; thence North Six Chains and Thirty-two and One-half Links (6.32-1/2) to the place of beginning, containing 4 Acres.

For verification of the above 2 Tracts - See Deed Book No. 73, Page 40.

TRACT THREE:

Situated in the Township of Walnut, in the State of Ohio and in the County of Fairfield and known and designated as being a part of the Northwest Quarter and part of the Southwest Quarter of Section 29, bounded and described as follows: Beginning at the half Section corner of East boundary of said Section; thence South with the Half Section line to the Half Section corner on South boundary of said Section; thence West with the said Section line to the Southwest corner of said section; thence North with the Section line a stone 12 chains South of the Northwest corner of said Southwest Quarter; thence North 89-1/4 deg. East Eighteen Chains and thirteen Links (18.13) to a stone; thence North Eighteen Chains and Thirty-two Links (18.32) to a stone; thence East Thirteen Chains and Nineteen Links (13.19) to a stone on the Half Section line; thence East Eight Chains and Fifty-eight Links (8.58) to the beginning, containing One Hundred and Fifty Acres (150).

EXCEPTING THEREFROM Thirty (30) Acres out of said Southwest Quarter, leaving in the above described Tract One Hundred and Twenty (120) Acres; and also

EXCEPTING THEREFROM Fifty-nine and One-half (59-1/2) Acres conveyed out of the above-described real estate by John Watson and wife, by Deed recorded in Book No. 60, Page 608, of the Deed Records of said County; and also

EXCEPTING THEREFROM Nine and One-half (9-1/2) acres conveyed by said John Watson and wife out of said above-described Tract to Henry Musser, by Deed recorded in Deed Book 64, Page 280, of said Deed Records. Containing Fifty (50) Acres, more or less. Being the same land conveyed to Jeremiah Alspach by Augusta Eyman, et al., by Deed dated November 11, 1902, recorded in Volume 97, Page 175, Records of Deeds of Fairfield County, Ohio and Willed to the Grantors herein by the last Will and Testament of Jeremiah Alspach, duly recorded in the Probate Court of Fairfield County, Ohio, to which Deed and Will reference is given. For verification of the last and being the Third Tract herein just above described - See Deed Book No. 135, Page 364 of the Records of Deeds in said County of Fairfield and State of Ohio - to which reference is also hereby had for greater certainty of description.

The whole number of Acres of land hereby intended to be conveyed being 104 Acres, more or less.

PARCEL TWO

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

Known and distinguished as being a part of the N. W. quarter of Section 29, Township 16, Range 18, bounded and described as follows: Beginning at the northwest corner of said section 29; thence with the section line east 9.71 chains to a point; thence with a fence line south 11.11 chains to an iron pin; thence east 9.00 chains to an iron pin; thence south 11.63 chains to a stone; thence west 18.73 chains to a point on the section line; thence with the section line north 22.72 chains to the place of beginning. Containing 32.55 acres more or less. Being a part of the premises conveyed by Deed dated July 23, 1945, from William Darlington Hempy to Stanley H. Watson, recorded in Volume 211, Page 417, Deed Records, Fairfield County, Ohio.

EXCEPTING THEREFROM Being a part of Township 16, Range 18, Section 29 of the Congress Lands East of the Scioto River and described as follows: Beginning at a point on the centerline of State Route 256, said point being also the northeast corner of a 138.85 acre tract owned by M. Watson of record in Deed Book 165, Page 214, Recorder's Office, Fairfield County, Ohio; thence, west with the centerline of said State, Route 256 and the north line of said 138.85 acre tract, 360.00 feet to the point of true beginning; thence, south, 75.00 feet to a point; thence, west, 50.00 feet to a point; thence north, 75.00 feet to a point on the centerline of said State Route 256 and the north line of said 138.85 acre tract; thence, east 50.00 feet with said centerline and said north line to the place of true beginning, containing 3750 square feet or 0.086 acres.

EXCEPTING THEREFROM being a part of the Northwest quarter of Section 29, Township 16, Range 18 and bounded and described as follows: Beginning at a point in the center line of State Route No. 256 East 340.86 feet distant from the Northwest corner of Section 29; thence with the centerline of said road East 150.00 feet to a point; thence S 0 deg. 36' West 290.40 feet to an iron pin (passing an iron pin at 20.82 feet); thence West 150.00 feet to an iron pin; thence N 0 deg. 36' East 290.40 feet to the place of beginning, (passing an iron pin at 269.58 feet). Containing 1.00 acre more or less.

EXCEPTING THEREFROM being a part of the Northwest Quarter of Section 29, Township 16, Range 18 and bounded and described as follows:

Beginning at a point in the centerline of State Route No. 256 East 490.86 feet distant from the Northwest corner of Section 29; thence with the centerline of said road East 150.00 feet to a point; thence with the East line of M. M. Watson's tract and the West line of a certain 10.00 acre tract S 0 deg. 36' W 290.40 feet to an iron pin (passing an iron pin at 20.82 feet); thence West 150.00 feet to an iron pin; thence N 0 deg. 36' E 290.40 feet to the place of beginning, (passing an iron pin at 369.58 feet). Containing 1.00 acre, more or less.

Together with an easement approximately 10 feet wide, which shall run in a southwesterly direction across the Grantor's adjacent property, for the purpose of installing a drain for sewage disposal purposes, and said drain shall be installed and maintained at Grantee's expense.

This parcel shall not be utilized as a separate building site until approved by the existing planning agency with platting authority over the area. Unless such approval is obtained this parcel shall be used in conjunction with the parcel recorded in Volume 461, Page 344 Deed Records, Fairfield County, Ohio.

same prop.
measure

Easement

Restrictions

PARCEL THREE

Situated in the County of Fairfield, in the Township of Walnut and State of Ohio and known and described by being a part of the North West quarter, section No. 29, Township No. 16, Range No. 18 and bounded and described as follows:

Beginning at a point on the Southern boundary line of the Maggie Hempy 42 acres tract at the North-east corner of the lands of Milton Watson which point is approximately 18.13-1/2 chains East of a point on the State Route 37, which said point on State Route 37 is approximately 17.80-1/2 chains North of the South-West corner of the North-west quarter of Section No. 29; thence South along the Eastern boundary of the Grantees land herein approximately 18.19 chains to a point, which point marks the South West corner of the Grantor's land' thence East approximately 21.83 chains to a point on the center section line which point is approximately .51 of a chains South of the center of the section; thence north approximately 50 feet; thence westwardly parallel with the Southern boundary of the tract herein conveyed to a point which is 45 feet East from the Western boundary of the tract herein conveyed and 50 feet North of the Southern boundary of the tract herein conveyed; thence North to a point on the Southern boundary of the Maggie Hempy 42 acre tract which point is 45 feet east of the place of beginning; thence West to the place of beginning containing in all approximately 2.85 acres of land more or less.

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY - FAIRFIELD COUNTY
AUDITOR-TAX MAPS

By [Signature] Date 10/11/95

049-02612.00

Survivorship Deed*

Esther I. Watson, a widow
and not remarried
of Fairfield County, Ohio
for valuable consideration paid, grant(s) with general warranty covenants, to Donna M. Shumaker, Brenda D.
Watson, David A. Watson and Jill V. Watson
for their joint lives, remainder to the survivor of them, whose tax-mailing addresses are
7640 Lancaster-Newark Road, Baltimore, Ohio 43105
the following REAL PROPERTY: Situated in the County of Fairfield
of Ohio and in the Township of Walnut

See legal description attached hereto.

RESERVING A LIFE ESTATE INTEREST TO ESTHER I. WATSON, GRANITOR HEREIN.



REAL ESTATE CONVEYANCE
Fee \$
Exempt # D

James Phil
Auditor, Fairfield County, Ohio

75747

RECEIVED
IN FAIRFIELD
COUNTY OHIO
RECORDED
APR 13 1991
RECORDS
OFFICE
PAGE 813

APR 12 1991

Gene Wood
Recorder - Fairfield County, Ohio

Prior Instrument Reference: Vol. 582, Page 559
County, Ohio.

~~of record~~, 19 91.
Signed and acknowledged in presence of:

Sandra Kay Hilliard
Donna M. Shumaker

Esther I. Watson
(Esther I. Watson)

State of Ohio

BE IT REMEMBERED, That on this 18th day of March, 19 91, before me,
the subscriber, a notary public
Esther I. Watson

foregoing deed, and acknowledged the signing thereof to be her voluntary act and deed.
IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal

on the day and year last aforesaid.

SANDRA KAY HILLIARD
Notary Public, State of Ohio

This instrument was prepared by James C. Aranda, Stebelton, Aranda & Snider, 302 E. Main Street,
Lancaster, Ohio 43130.

- (1) Name of Grantor(s) and marital status.
- (2) See Sections 5302.05 and 5302.06 Ohio Revised Code.
- (3) Name of Grantees and marital status of each.
- (4) Description of land or interest therein, and encumbrances, reservations, and exceptions, taxes and assessments if any.
- (5) Delete whichever does not apply.
- (6) Execution in accordance with Chapter 5301 Ohio Revised Code.

Auditor's and Recorder's Stamps

PARCEL ONE

TRACT ONE:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, and known and distinguished by being a part of the West half of Section No. 29 in Township No. 16 of Range No. 18. Bounded by beginning at the Quarter Section corner on va 30 to the West boundary of said Section No. 29; thence North 11.48 Chains to a stone (Shane S.W. corner); thence N. 89-1/4 deg. East va 30 W. 6.32-1/2 Chains to a stone; thence North 6.32-1/2 Chains to a stone (Shane N.E. corner); thence N. 89-1/4 deg. E. 11.81 Chains to a stone; thence South 29.76 Chains to a stone; thence S. 89-1/4 deg. West 18.13 Chains to a stone on the Section line; thence North 12.00 Chains to the place of beginning, containing Acres of land, more or less,

TRACT TWO:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, and known and distinguished by being a part of the North West Quarter of Section No. 29 in Township No. 16 of Range No. 18 - commencing at the North West corner of the above described land at a stone; thence East on the line between the former owners, Thomas M. Watson and John Hite's lands Six Chains and Thirty-two and One-half Links (6.32-1/2) to a stone; thence South Six Chains and Thirty-two and One-half Links (6.32-1/2); thence West Six Chains and Thirty-two and One-half Links (6.32-1/2) to a stone; thence North Six Chains and Thirty-two and One-half Links (6.32-1/2) to the place of beginning, containing 4 Acres.

For verification of the above 2 Tracts - See Deed Book No. 73, Page 40.

TRACT THREE:

Situated in the Township of Walnut, in the State of Ohio and in the County of Fairfield and known and designated as being a part of the Northwest Quarter and part of the Southwest Quarter of Section 29, bounded and described as follows: Beginning at the half Section corner of East boundary of said Section; thence South with the Half Section line to the Half Section corner on South boundary of said Section; thence West with the said Section line to the Southwest corner of said section; thence North with the Section line a stone 12 chains South of the Northwest corner of said Southwest Quarter; thence North 89-1/4 deg. East Eighteen Chains and thirteen Links (18.13) to a stone; thence North Eighteen Chains and Thirty-two Links (18.32) to a stone; thence East Thirteen Chains and Nineteen Links (13.19) to a stone on the Half Section line; thence East Eight Chains and Fifty-eight Links (8.58) to the beginning, containing One Hundred and Fifty Acres (150).

EXCEPTING THEREFROM Thirty (30) Acres out of said Southwest Quarter, leaving in the above described Tract One Hundred and Twenty (120) Acres; and also

EXCEPTING THEREFROM Fifty-nine and One-half (59-1/2) Acres conveyed out of the above-described real estate by John Watson and wife, by Deed recorded in Book No. 60, Page 608, of the Deed Records of said County; and also

EXCEPTING THEREFROM Nine and One-half (9-1/2) acres conveyed by said John Watson and wife out of said above-described Tract to Henry Musser, by Deed recorded in Deed Book 64, Page 280, of said Deed Records. Containing Fifty (50) Acres, more or less. Being the same land conveyed to Jeremiah Alspach by Augusta Eyman, et al., by Deed dated November 11, 1902, recorded in Volume 97, Page 175, Records of Deeds of Fairfield County, Ohio and Willed to the Grantors herein by the last Will and Testament of Jeremiah Alspach, duly recorded in the Probate Court of Fairfield County, Ohio, to which Deed and Will reference is given. For verification of the last and being the Third Tract herein just above described - See Deed Book No. 135, Page 364 of the Records of Deeds in said County of Fairfield and State of Ohio - to which reference is also hereby had for greater certainty of description.

The whole number of Acres of land hereby intended to be conveyed being 104 Acres, more or less.

PARCEL TWO

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

Known and distinguished as being a part of the N. W. quarter of Section 29, Township 16, Range 18, bounded and described as follows: Beginning at the northwest corner of said section 29; thence with the section line east 9.71 chains to a point; thence with a fence line south 11.11 chains to an iron pin; thence east 9.00 chains to an iron pin; thence south 11.63 chains to a stone; thence west 18.73 chains to a point on the section line; thence with the section line north 22.72 chains to the place of beginning. Containing 32.55 acres more or less. Being a part of the premises conveyed by Deed dated July 23, 1945, from William Darlington Hempy to Stanley H. Watson, recorded in Volume 211, Page 417, Deed Records, Fairfield County, Ohio.

EXCEPTING THEREFROM Being a part of Township 16, Range 18, Section 29 of the Congress Lands East of the Scioto River and described as follows: Beginning at a point on the centerline of State Route 256, said point being also the northeast corner of a 138.85 acre tract owned by M. Watson of record in Deed Book 165, Page 214, Recorder's Office, Fairfield County, Ohio; thence, west with the centerline of said State Route 256 and the north line of said 138.85 acre tract, 360.00 feet to the point of true beginning; thence, south, 75.00 feet to a point; thence, west, 50.00 feet to a point; thence north, 75.00 feet to a point on the centerline of said State Route 256 and the north line of said 138.85 acre tract; thence, east 50.00 feet with said centerline and said north line to the place of true beginning, containing 3750 square feet or 0.086 acres.

EXCEPTING THEREFROM being a part of the Northwest quarter of Section 29, Township 16, Range 18 and bounded and described as follows: Beginning at a point in the center line of State Route No. 256 East 340.86 feet distant from the Northwest corner of Section 29; thence with the centerline of said road East 150.00 feet to a point; thence S 0 deg. 36' West 290.40 feet to an iron pin; (passing an iron pin at 20.82 feet); thence West 150.00 feet to an iron pin; thence N 0 deg. 36' East 290.40 feet to the place of beginning, (passing an iron pin at 269.58 feet). Containing 1.00 acre more or less.

EXCEPTING THEREFROM being a part of the Northwest Quarter of Section 29, Township 16, Range 18 and bounded and described as follows:

Beginning at a point in the centerline of State Route No. 256 East 490.86 feet distant from the Northwest corner of Section 29; thence with the centerline of said road East 150.00 feet to a point; thence with the East line of M. M. Watson's tract and the West line of a certain 10.00 acre tract S 0 deg. 36' W 290.40 feet to an iron pin (passing an iron pin at 20.82 feet); thence West 150.00 feet to an iron pin; thence N 0 deg. 36' E 290.40 feet to the place of beginning, (passing an iron pin at 369.58 feet). Containing 1.00 acre, more or less.

Together with an easement approximately 10 feet wide shall run in a southwesterly direction across the Grantor's adjacent property, for the purpose of installing a drain for sewage disposal purposes, and said drain shall be installed and maintained at Grantee's expense.

This parcel shall not be utilized as a separate building site until approved by the existing planning agency with platting authority over the area. Unless such approval is obtained this parcel shall be used in conjunction with the parcel recorded in Volume 461, Page 344 Deed Records, Fairfield County, Ohio.

PARCEL THREE

Situated in the County of Fairfield, in the Township of Walnut and State of Ohio and known and described by being a part of the North West quarter, section No. 29, Township No. 16, Range No. 18 and bounded and described as follows:

Beginning at a point on the Southern boundary line of the Maggie Hempy 42 acres tract at the North-east corner of the lands of Milton Watson which point is approximately 18.13-1/2 chains East of a point on the State Route 37, which said point on State Route 37 is approximately 17.80-1/2 chains North of the South-West corner of the North-west quarter of Section No. 29; thence South along the Eastern boundary of the Grantees land herein approximately 18.19 chains to a point, which point marks the South West corner of the Grantor's land, thence East approximately 21.83 chains to a point on the center section line which point is approximately .51 of a chains South of the center of the section; thence north approximately 50 feet; thence westwardly parallel with the Southern boundary of the tract herein conveyed to a point which is 45 feet East from the Western boundary of the tract herein conveyed and 50 feet North of the Southern boundary of the tract herein conveyed; thence North to a point on the Southern boundary of the Maggie Hempy 42 acre tract which point is 45 feet east of the place of beginning; thence West to the place of beginning containing in all approximately 2.85 acres of land more or less.

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR-TAX MAPS.

By J. F. [Signature] Date 5/11/90

Survivorship Deed*

Esther I. Watson, a widow
and not remarried
for valuable consideration paid, grant(s) ¹, of Fairfield County,
and³ Douglas M. Watson
for their joint lives, remainder to the survivor of them, whose tax-mailing addresses are
7640 Lancaster-Newark Rd., Baltimore, Ohio 43105
the following **REAL PROPERTY**: Situated in the County of Fairfield
of Ohio and in the Township of Walnut in the State

See legal description attached hereto.

62578

RECEIVED in Fairfield County, Ohio
at 3:34 O'CLOCK P.M.
RECORDED MAY - 24 1990
RECORD BOOK VOL. 582 PAGE 559

MAY 23 1990

Gene Wood
Recorder - Fairfield County, Ohio

Prior Instrument Reference: Vol. 576, Page 696 of the Deed Records of Fairfield
County, Ohio.

~~Grantor, recorded at 1:44 PM on May 1, 1990.~~ Witness
of May, 19 90.

Signed and acknowledged in presence of:

Dannelle Hoshinson
Dannelle Hoshinson
Dannelle Hoshinson

Esther I. Watson
(Esther I. Watson)

State of Ohio

BE IT REMEMBERED, That on this 1st day of May, 19 90, before me,
the subscriber, a Notary Public
in and for said state, personally came,
Esther I. Watson
the Grantor(s) in the
voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal

on the day and year last aforesaid.

Dannelle Hoshinson
Notary Public.

This instrument was prepared by James C. Aranda, 302 E. Main Street, Hiram, Ohio
Notary Public, State of Ohio

- (1) Name of Grantor(s) and marital status.
(2) See Sections 5302.05 and 5302.06 Ohio Revised Code.
(3) Name of Grantees and marital status of each.
(4) Description of land or interest therein, and encumbrances, reservations, and exceptions, if any.
(5) Delete whichever does not apply.
(6) Execution in accordance with Chapter 5301 Ohio Revised Code.

Auditor's and Recorder's Stamps
REAL ESTATE CONVEYANCE

Fee \$
Exempt \$

*See Section 5302.17 Ohio

James C. Aranda
Auditor, Fairfield County, Ohio

MAY 23 1990

James C. Aranda
Auditor, Fairfield County, Ohio

RECORDED

FOR AFFIDAVIT SEE DETD VOL 590 Pg 660

PARCEL ONETRACT ONE:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, and known and distinguished by being a part of the West half of Section No. 29 in Township No. 16 of Range No. 18. Bounded by beginning at the Quarter Section corner on va 30 to the West boundary of said Section No. 29; thence North 11.48 Chains to a stone (Shane S.W. corner); thence N. 89-1/4 deg. East va 30 W. 6.32-1/2 Chains to a stone; thence North 6.32-1/2 Chains to a stone (Shane N.E. corner); thence N. 89-1/4 deg. E. 11.81 Chains to a stone; thence South 29.76 Chains to a stone; thence S. 89-1/4 deg. West 18.13 Chains to a stone on the Section line; thence North 12.00 Chains to the place of beginning, containing 50 Acres of land, more or less.

TRACT TWO:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, and known and distinguished by being a part of the North West Quarter of Section No. 29 in Township No. 16 of Range No. 18 - commencing at the North West corner of the above described land at a stone; thence East on the line between the former owners, Thomas M. Watson and John Hite's lands Six Chains and Thirty-two and One-half Links (6.32-1/2) to a stone; thence South Six Chains and Thirty-two and One-half Links (6.32-1/2); thence West Six Chains and Thirty-two and One-half Links (6.32-1/2) to a stone; thence North Six Chains and Thirty-two and One-half Links (6.32-1/2) to the place of beginning, containing 4 Acres.

For verification of the above 2 Tracts - See Deed Book No. 73, Page 40.

TRACT THREE:

Situated in the Township of Walnut, in the State of Ohio and in the County of Fairfield and known and designated as being a part of the Northwest Quarter and part of the Southwest Quarter of Section 29, bounded and described as follows: Beginning at the half Section corner of East boundary of said Section; thence South with the Half Section line to the Half Section corner on South boundary of said Section; thence West with the said section line to the Southwest corner of said section; thence North with the Section line a stone 12 chains South of the Northwest corner of said Southwest Quarter; thence North 89-1/4 deg. East Eighteen Chains and thirteen Links (18.13) to a stone; thence North Eighteen Chains and Thirty-two Links (18.32) to a stone; thence East Thirteen Chains and Nineteen Links (13.19) to a stone on the Half Section line; thence East Eight Chains and Fifty-eight Links (8.58) to the beginning, containing One Hundred and Fifty Acres (150).

EXCEPTING THEREFROM Thirty (30) Acres out of said Southwest Quarter, leaving in the above described Tract One Hundred and Twenty (120) Acres; and also

EXCEPTING THEREFROM Fifty-nine and One-half (59-1/2) Acres conveyed out of the above-described real estate by John Watson and wife, by Deed recorded in Book No. 60, Page 608, of the Deed Records of said County; and also

EXCEPTING THEREFROM Nine and One-half (9-1/2) acres conveyed by said John Watson and wife out of said above-described Tract to Henry Musser, by Deed recorded in Deed Book 64, Page 280, of said Deed Records. Containing Fifty (50) Acres, more or less. Being the same land conveyed to Jeremiah Alspach by Augusta Eymann, et al., by Deed dated November 11, 1902, recorded in Volume 97, Page 175, Records of Deeds of Fairfield County, Ohio and Willed to the Grantors herein by the last Will and Testament of Jeremiah Alspach, duly recorded in the Probate Court of Fairfield County, Ohio, to which Deed and Will reference is given. For verification of the last and being the Third Tract herein just above described - See Deed Book No. 135, Page 364 of the Records of Deeds in said County of Fairfield and State of Ohio - to which reference is also hereby had for greater certainty of description.

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PARCEL TWO

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EXCEPTING THEREFROM Being a part of Township 16, Range 18, Section 29 of the Congress Lands East of the Scioto River and described as follows: Beginning at a point on the centerline of State Route 256, said point being also the northeast corner of a 138.85 acre tract owned by M. Watson of record in Deed Book 165, Page 214, Recorder's Office, Fairfield County, Ohio; thence, west with the centerline of said State Route 256 and the north line of said 138.85 acre tract, 360.00 feet to the point of true beginning; thence, south, 75.00 feet to a point; thence, west, 50.00 feet to a point; thence north, 75.00 feet to a point on the centerline of said State Route 256 and the north line of said 138.85 acre tract; thence, east 50.00 feet with said centerline and said north line to the place of true beginning, containing 3750 square feet or 0.086 acres.

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EXCEPTING THEREFROM being a part of the Northwest Quarter of Section 29, Township 16, Range 18 and bounded and described as follows:

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Together with an easement approximately 10 feet wide, which shall run in a southwesterly direction across the Grantor's adjacent property, for the purpose of installing a drain for sewage disposal purposes, and said drain shall be installed and maintained at Grantee's expense.

This parcel shall not be utilized as a separate building site without approval by the existing planning agency with platting authority over the area. Unless such approval is obtained this parcel shall be used in conjunction with the parcel recorded in Volume 461, Page 344 Deed Records, Fairfield County, Ohio.

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DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR-TAX MAPS.

By: JE Date: 5/11/90

PROBATE COURT OF FAIRFIELD COUNTY, OHIO

ESTATE OF M. MCKINLEY WATSON, DECEASED
Case No. 50347 Docket 30 Page 11

CERTIFICATE OF TRANSFER

Secs. 2105.062, .063, 2113.03, .61 R.C.

NO. 1

Decedent died on May 16, 1989 owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

| Name | Residence Address | Interest in Real Estate so Passing |
|------------------|---|------------------------------------|
| Esther I. Watson | 7640 Lancaster-Newark Road Baltimore, OH 43105 | Entire |

TRANSFERRED

NOV 15 89

James H. Wood
County Auditor Fairfield County, Ohio

REAL ESTATE CONVEYANCE

Fee \$

Exempt 1 F*James H. Wood*

Auditor, Fairfield County, Ohio

RECEIVED in Fairfield County, Ohio
at 3:35 O'CLOCK P M

RECORDED

RECORD NOV 16 19 89DEED VOL 576 PAGE 696

NOV 15 1989

James H. Wood
Auditor in Fairfield County, Ohio

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

696 696

FORM 12.1 - CERTIFICATE OF TRANSFER

M. MCKINLEY WATSON ESTATE

EXHIBIT A

PARCEL ONE

TRACT ONE:

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TRACT TWO:

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EXCEPTING THEREFROM Thirty (30) Acres out of said Southwest Quarter, leaving in the above described Tract One Hundred and Twenty (120) Acres; and also

EXCEPTING THEREFROM Fifty-nine and One-half (59-1/2) Acres conveyed out of the above-described real estate by John Watson and wife, by Deed recorded in Book No. 60, Page 608, of the Deed Records of said County; and also

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EXHIBIT A

The whole number of Acres of land hereby intended to be conveyed being 104 Acres, more or less.

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Known and distinguished as being a part of the N. W. quarter of Section 29, Township 16, Range 18, bounded and described as follows: Beginning at the northwest corner of said section 29; thence with the section line east 9.71 chains to a point; thence with a fence line south 11.11 chains to an iron pin; thence east 9.00 chains to an iron pin; thence south 11.63 chains to a stone; thence west 18.73 chains to a point on the section line; thence with the section line north 22.72 chains to the place of beginning. Containing 32.55 acres more or less. Being a part of the premises conveyed by Deed dated July 23, 1945, from William Darlington Hempy to Stanley H. Watson, recorded in Volume 211, Page 417, Deed Records, Fairfield County, Ohio.

EXCEPTING THEREFROM Being a part of Township 16, Range 18, Section 29 of the Congress Lands East of the Scioto River and described as follows: Beginning at a point on the centerline of State Route 256, said point being also the northeast corner of a 138.85 acre tract owned by M. Watson of record in Deed Book 165, Page 214, Recorder's Office, Fairfield County, Ohio; thence, west with the centerline of said State Route 256 and the north line of said 138.85 acre tract, 360.00 feet to the point of true beginning; thence, south, 75.00 feet to a point; thence, west, 50.00 feet to a point; thence north, 75.00 feet to a point on the centerline of said State Route 256 and the north line of said 138.85 acre tract; thence, east 50.00 feet with said centerline and said north line to the place of true beginning, containing 3750 square feet or 0.086 acres.

EXCEPTING THEREFROM being a part of the Northwest quarter of Section 29, Township 16, Range 18 and bounded and described as follows: Beginning at a point in the center line of State Route No. 256 East 340.86 feet distant from the Northwest corner of Section 29; thence with the centerline of said road East 150.00 feet to a point; thence S 0 deg. 36' West 290.40 feet to an iron pin (passing an iron pin at 20.82 feet); thence West 150.00 feet to an iron pin; thence N 0 deg. 36' East 290.40 feet to the place of beginning, (passing an iron pin at 269.58 feet). Containing 1.00 acre more or less.

EXCEPTING THEREFROM being a part of the Northwest Quarter of Section 29, Township 16, Range 18 and bounded and described as follows:

Beginning at a point in the centerline of State Route No. 256 East 490.86 feet distant from the Northwest corner of Section 29; thence with the centerline of said road East 150.00 feet to a point; thence with the East line of M. M. Watson's tract and the West line of a certain 10.00 acre tract S 0 deg. 36' W 290.40 feet to an iron pin (passing an iron pin at 20.82 feet); thence West 150.00 feet to an iron pin; thence N 0 deg. 36' E 290.40 feet to the place of beginning, (passing an iron pin at 369.58 feet). Containing 1.00 acre, more or less.

Together with an easement approximately 10 feet wide, which shall run in a southwesterly direction across the Grantor's adjacent property, for the purpose of installing a drain for sewage disposal purposes, and said drain shall be installed and maintained at Grantee's expense.

This parcel shall not be utilized as a separate building site until approved by the existing planning agency with platting authority over the area. Unless such approval is obtained this parcel shall be used in conjunction with the parcel recorded in Volume 461, Page 344 Deed Records, Fairfield County, Ohio.

M. MCKINLEY WATSON ESTATE

EXHIBIT A

PARCEL THREE

Situated in the County of Fairfield, in the Township of Walnut and State of Ohio and known and described by being a part of the North West quarter, section No. 29, Township No. 16, Range No. 18 and bounded and described as follows:

Beginning at a point on the Southern boundary line of the Maggie Hempy 42 acres tract at the North-east corner of the lands of Milton Watson which point is approximately 18.13-1/2 chains East of a point on the State Route 37, which said point on State Route 37 is approximately 17.80-1/2 chains North of the South-West corner of the North-west quarter of Section No. 29; thence South along the Eastern boundary of the Grantees land herein approximately 18.19 chains to a point, which point marks the South West corner of the Grantor's land' thence East approximately 21.83 chains to a point on the center section line which point is approximately .51 of a chains South of the center of the section; thence north approximately 50 feet; thence westwardly parallel with the Southern boundary of the tract herein conveyed to a point which is 45 feet East from the Western boundary of the tract herein conveyed and 50 feet North of the Southern boundary of the tract herein conveyed; thence North to a point on the Southern boundary of the Maggie Hempy 42 acre tract which point is 45 feet east of the place of beginning; thence West to the place of beginning containing in all approximately 2.85 acres of land more or less.

Being carried on county auditor's tax records as 136.76 acres.

DESCRIPTION REVIEWED AND APPROVED
FOR THE COUNTY OF FAIRFIELD COUNTY
AUDITOR-TAX MAPS
By *[Signature]* Date *11-15-89*

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR-TAX MAPS
By *[Signature]* Date *11-15-89*

The real estate, the transfer of which is memorialized by this certificate, is described as follows [describe below, using extra sheets if necessary. If decedent's interest was a fractional share, be sure to so state]:

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

SEE LEGAL DESCRIPTION ATTACHED HERETO.

NOTARY PUBLIC
JAN 1 1989
NEW JERSEY COMMISSION

NOTARY PUBLIC
JAN 1 1989
NEW JERSEY COMMISSION

November 14, 1989 /s/ S. Farrell Jackson
Date Issued Probate Judge

AUTHENTICATION

I certify that the above document is a true copy of the original kept by me as custodian of the official records of this Court.

November 14, 1989 S. Farrell Jackson
Date (Seal) BY: *Charles A. Jackson* Deputy Clerk

Be it Remembered, That on the 30th day of August in the year of our Lord one Thousand Nine Hundred and Twenty seven before me, the subscriber a Notary Public with and for said County, personally came George W. Erick the grantor in the above conveyance, and acknowledged the signing thereof to be his voluntary act and deed, for the purposes therein mentioned. In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Edward ^KPinderwecht
Notary Public, Lucas County Ohio.

Received Sept 7, 1927

At 3.10 O'clock A.M. '27

Recorded Sept 8, 1927

Record Vol 165 Page 213

Transferred Sept 7, 1927

J.E. King County Auditor

DC Maty Recorder

5251#

Fee \$1.25

Milton M. Watson and Isillina ⁰ KNOW ALL MEN BY THESE PRESENTS:

V. Watson, husband and wife ⁰
To ⁰

Milton McKinley Watson ⁰
⁰

That we, Milton M. Watson, and Isilina V. Watson, husband and wife, of the Township of Walnut, County of Fairfield and State of Ohio, -in consideration of the sum of Five Thousand (\$5000) of Ohio,

-to us paid by Milton McKinley Watson, of the Township of Walnut, County of Fairfield and State of Ohio, -the receipt whereof is hereby acknowledged, do hereby Grant Bargain, Sell and convey to the said Milton McKinley Watson- his heirs and assigns forever: The following Premises of Real Estate, situated in the County of Fairfield and State of Ohio, and known and distinguished by being a part of the West half of Section No. 29 in Township No. 16 of Range No 18, Bounded by beginning at the Quarter Section corner on Va 30 to the West boundary of said Section No 29; thence North 11.48 chains to a stone (Shaner S.W. corner); thence N. 89 $\frac{1}{4}$ East va 30 W. 6.32 $\frac{1}{2}$ chains to a stone; thence North 6.32 $\frac{1}{2}$ Chains to a stone (Shaner N.E. corner); thence N, 89 $\frac{1}{4}$ E. 11.81 chains to a stone; thence South 29.76 Chains to a stone; thence S. 89 $\frac{1}{4}$ West 18.13 Chains to a stone on the Section line; thence North 12.00 Chains to the place of beginning. containing 50 Acres of land, more or less. Second Tract- Described as follows:- Situated in the County of Fairfield in the State of Ohio:- Distinguished by being a part of the North West Quarter of Section No. 29 in Township No 16 of Range No 18- commencing at the North west corner of the above described land at a stone; thence East on the line between the former owners, Thomas M. Watson and John Hite's Lands Six Chains and Thirty-two and one-half links (6.32 $\frac{1}{2}$) to a stone; thence South Six Chains and Thirty-two and one-half Links (6.32 $\frac{1}{2}$); thence West Six Chains and Thirty two and one half Links (6.32 $\frac{1}{2}$) to a stone; thence North Six Chains and Thirty-two and one-half Links (6.32 $\frac{1}{2}$) to the place of beginning, containing 4 acres For verification of the above 2 Tracts see Deed Book No. 73, Page 40. Third Tract:- The following described real estate:- Situated in the Township of Walnut, in the State of Ohio, and in the County of Fairfield, and known and designated as being a part of the Northwest Quarter and part of the Southwest Quarter of Section 29, bounded and described as follows:- Beginning at the half section corner of the East boundary of said Section; thence South with the Half Section line to the Half Section corner on South Boundary of said Section; thence West with the said Section line to the Southwest corner of said section; thence North with the Section line a stone 12 Chains South of the Northwest corner of said Southwest Quarter; thence North 89 $\frac{1}{4}$ East Eighteen Chains and thirteen Links (18.13) to a stone; thence North Eighteen Chains and Thirty-two Links (18.32) to a stone; thence East Thirteen Chains and Nineteen Links (13.19) to a stone on the half Section line; thence East Eight Chains and Fifty-eight Links (8.58) to the beginning, containing One Hundred and Fifty Acres

(150), Excepting therefrom Thirty(30) Acres out of said Southwest Quarter, leaving in the above described Tract one Hundred and Twenty(120) Acres; and also excepting Fifty-nine and one half (59½) Acres conveyed out of the above described real estate by John Watson and wife by Deed recorded in Book No 60, Page 608, of the Deed Records of said County; and also excepting Nine and one*half (9½) Acres conveyed by said John Watson and wife out of said above described Tract to Henry Musser, - by Deed recorded in Book No. 64, Page 280 of said Deed Records. Containing Fifty(50) Acres, more or less. Being the same land conveyed to Jeremiah Alspach by Augusta Eyeman, et.al, by Deed dated November 11th 1902, recorded in Volume 97, Page 175. Records of Deeds of Fairfield County, Ohio, and Willed to the Grantors herein by the Last will and Testament of said Jeremiah Alspach, duly recorded in the Probate Court of Fairfield County, Ohio, to which Deed and Will reference is given. For Verification of the last and being the Third Tract herein just above described- See Deed Book No. 135, Page 364 of the Records of Deeds in said County of Fairfield and State of Ohio-tp which reference is also hereby had for greater certainty of description. The whole Number of Acres of land hereby intended to be conveyed being 104 Acres, more or less.--- and all the Estate, Title and interest of the said Milton M. Watson and Isiline V. Watson either in Law or Equity of, in and to the said premises; Together with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof; To have and to hold the same to the only proper use of the said Milton McKinley Watson his heirs and assigns forever. And the said Milton M. Watson for himself and for his heirs, executors and administrators, do hereby Covenant with the said Milton McKinley Watson his heirs and assigns, that he is the true and lawful owner of the said premises and has full power to convey the same; and that the title so conveyed is Clear, Free and Unincumbered; And further, That he does Warrant And Will Defend the same against all claim or claims of all persons whomsoever Except-The June-1927- Installment of Taxes thereon which the said Grantee herein hereby assumes and agrees to pay as part Consideration herein.

In Witness Whereof The said Milton M. Watson, and Isiline V. Watson, his wife who hereby releases all her right and expectancy of Power in the said premises, have hereunto set their hands, this Twenty-fourth(24th) day of December, in the year of our Lord One thousand nine hundred and Twenty-six(A.D. 1926)

Signed and Acknowledged in presence of-

W.J. Fritz

his
Milton M x Watson
mark

Celia Watson

Isilina V. Watson

State of Ohio County pf Fairfield . SS

Be it Remembered, That on this Twenty-fourth (24th) day of December, in the year of our Lord one thousand nine hundred and Twenty-six(A.D. 1926) before me, the subscriber, a Notary Public, in and for said County, personally came Milton M. Watson, and Isilina V. Watson, - 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 the day and year last aforesaid.

W.J. Fritz
Notary Public in and for

Fairfield County Ohio.

Received Sept 8. 1927

at 9.50 A.M.

Recorded Sept 8. 1927

Record Vol 165 Page 214

Transferred Jan 3 1926
T.L.Hewetson Dep Aud

Recorder

W.C. Matz

201700006812
 Filed for Record in
 FAIRFIELD COUNTY, OH
 GENE WOOD, COUNTY RECORDER
 04-20-2017 At 01:02 pm.
 MORTGAGE 68.00
 OR Book 1736 Page 33 - 39

18-16-29

1752466 PIC

(Space Above This Line For Recording Data)

Talon Title - P COMMERCIAL OPEN-END MORTGAGE
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on **April 7, 2017** between the mortgagor(s) **Eichhorn Limited Partnership**, an Ohio Limited Liability Partnership, whose address is **1410 Pleasantville Rd NE, Pleasantville, Ohio 43148** ("Mortgagor"), and **The Vinton County National Bank** whose address is **521 East Main Street, Lancaster, Ohio 43130** ("Lender"), which is organized and existing under the laws of the United States of America. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of **Five Hundred Eighty-five Thousand and 00/100 Dollars (U.S. \$585,000.00)** ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the following described property located in the **COUNTY of FAIRFIELD**, State of Ohio:

Address: **7640 Lancaster Newark Rd NE, Baltimore, Ohio 43105**

Legal Description: See Attached Exhibit "A"

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from **Eichhorn Limited Partnership, Phillip E Eichhorn, Stephen H Eichhorn, and Diana L Eichhorn** to **The Vinton County National Bank**, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). **This includes all renewals, extensions, or modifications of said indebtedness.**

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on **March 7, 2036**.

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

CROSS COLLATERALIZATION. It is the expressed intent of Mortgagor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Mortgagor.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needed and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

MORTGAGOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE

MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Mortgagor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Ohio including all proceedings arising from this Security Instrument.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

WAIVER OF JURY TRIAL. All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood. Signed and sealed by Mortgagor(s):

Eichhorn Limited Partnership

 (Seal)

By: Phillip E Eichhorn
Its: General Partner

Date

 (Seal)

By: Stephen H Eichhorn
Its: General Partner

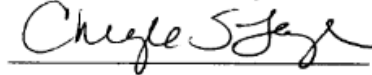
Date

BUSINESS ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF FAIRFIELD)

This instrument was acknowledged on the 7th day of April, 2017, by Phillip E Eichhorn, General Partner and Stephen H Eichhorn, General Partner on behalf of Eichhorn Limited Partnership, an Ohio Limited Liability Partnership, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 12-1-19



Identification Number _____

(Official Seal)



CHERYLE S. LANGE
NOTARY PUBLIC
STATE OF OHIO
Commission expires
December 01, 2019

THIS INSTRUMENT PREPARED BY:
The Vinton County National Bank
112 West Main Street
Mc Arthur, OH 45651

AFTER RECORDING RETURN TO:
The Vinton County National Bank
112 West Main Street
Mc Arthur, OH 45651

EXHIBIT A

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Township 16, Range 18, Section 29.

Being 30.342 acres of the 32.55 acre tract described as Parcel Two, 49.766 acres of the 50 acre tract described as Parcel One, Tract One, all of the 2.85 acre tract described as Parcel Three, all of the 4 acre tract described as Parcel One, Tract Two, and 26.896 acres of the 150 acre tract described as Parcel One, Tract Three as recorded in deed volume 663, page 140, to Watson Farm, Ltd., and being more fully described as follows:

Beginning at a point in the centerline intersection of Lancaster-Newark Road (State Route 37) and Baltimore-Somerset Road (State Route 256) and at the northwest corner of Section 29, said point being North 44 degrees 46'37" East a distance of 42.46 feet from a 5/8 inch rebar previously set;

thence with the north line of said section and the centerline of Baltimore-Somerset Road North 89 degrees 08'31" East a distance of 231.29 feet to a point at the northwest corner of a 0.086 acre tract recorded in deed volume 449, page 565;

thence South 00 degrees 35'53" East, passing a 5/8 inch mbar found at 20.53 feet, a total distance of 75.00 feet to a 5/8 inch rebar set to the southwest corner of said 0.086 acre tract;

thence North 89 degrees 08'31" East a distance of 50.00 feet to a 5/8 inch rebar set at the southeast corner of said 0.086 acre tract;

thence North 00 degrees 35'53" West, passing a 5/8 inch rebar found at 53.85 feet, a total distance of 75.00 feet to a point at the northeast corner of said 0.086 acre tract;

thence with the centerline of Baltimore-Somerset Road North 89 degrees 08'31" East a distance of 60.07 feet to a point at the northwest corner of a 1.00 acre tract described in official record 1343, page 1894;

thence South 00 degrees 11'03" East, passing a 5/8 inch iron pipe found at 20.82 feet, a total distance of 290.60 feet to a 5/8 inch iron pipe found at the southwest corner of said 1.00 acre tract;

thence North 89 degrees 16'16" East a distance of 299.81 feet to a 5/8 inch rebar set at the southeast corner of a one acre tract;

thence South 00 degrees 10'48" East a distance of 442.78 feet to a 5/8 inch rebar set at the southwest corner of a 3.367 acre tract recorded in official record 1350, page 2457;

thence North 89 degrees 17'55" East, passing a 3/4 inch iron pipe found at 200.00 feet, a total distance of 595.15 feet to a 5/8 inch rebar set at the southeast corner of a 10 acre tract described in deed volume 367, page 372;

thence South 00 degrees 12'08" East a distance of 1918.06 feet to a 5/8 inch rebar set;

thence North 89 degrees 24'28" East a distance of 1398.58 feet to a 5/8 inch rebar set;

thence South 01 degrees 07'08" East a distance of 464.52 feet to a 5/8 inch rebar set, passing a post at the northeast corner of the southwest quarter of Section 29 at 16.50 feet;

thence South 89 degrees 25'16" West, passing a 5/8 inch rebar set at 13.69 feet, a total distance of 302.00 feet to a 5/8 inch rebar set;

thence South 40 degrees 29'10" West a distance of 392.70 feet to a 5/8 inch rebar set;

thence South 89 degrees 25'16" West a distance of 893.30 feet to a 5/8 inch rebar set;

thence South 00 degrees 11'34" East a distance of 276.95 feet to a 5/8 inch rebar set;

thence South 89 degrees 25'16" West, passing a 5/8 inch rebar set at 1161.18 feet, a total distance of 1191.18 feet to a point in the centerline of Lancaster-Newark Road (State Route 37) and on the west line of Section 29;

thence with the centerline of Lancaster-Newark Road North 00 degrees 12'32" West a distance

of 1850.24 feet to a point on the section line, said point being North 89 degrees 44'00" East a distance of 30.00 feet from a one inch iron pipe found; thence continuing with the centerline of Lancaster-Newark Road North 00 degrees 10'46" West a distance of 1834.72 feet to the point of beginning, containing 113.854 Acres.

Bearings are based on a previous survey of 10.011 Acres filed in Survey Book 62, Page 15368. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland. For additional information see plat of survey made in conjunction with and considered an integral part of this description.

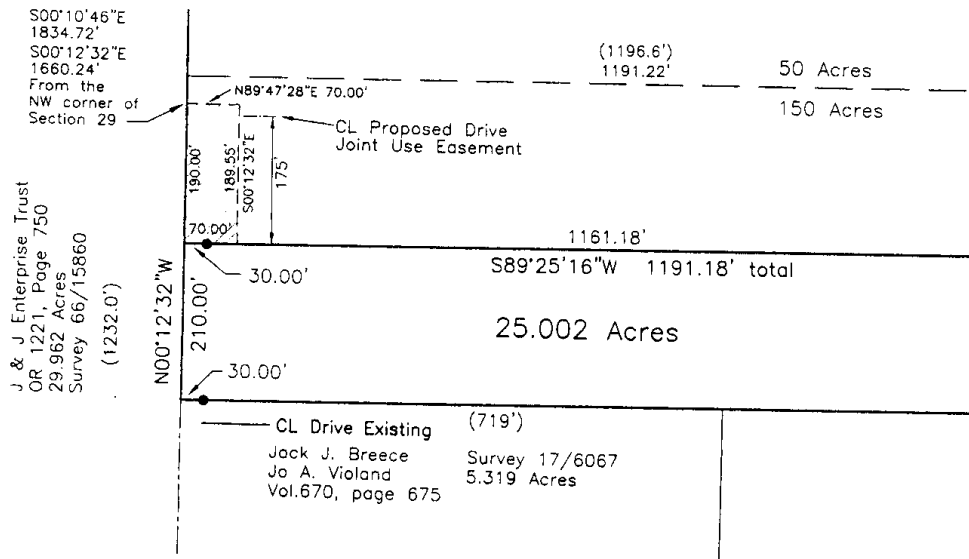
This description is based on a survey made in July of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

For Informational Purposes only:

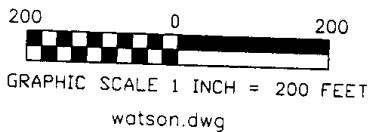
Commonly Known As: 7640 Lancaster Newark Road Northeast, Pleasantville, OH 43147

Tax Parcel ID: 0490261230

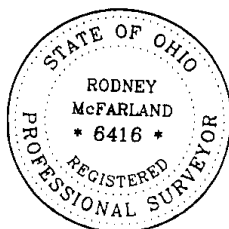
PLAT OF JOINT USE DRIVE EASEMENT



STATE OF OHIO
 FAIRFIELD COUNTY
 WALNUT TOWNSHIP
 TOWNSHIP 16
 RANGE 18
 SECTION 29



For: Watson Farm, Ltd
 Date of Drawing: Sept.19, 2007



BY: Rodney McFarland 9/19/07

Registered Surveyor No.6416 Date

TOBIN-McFARLAND SURVEYING INC.

111 West Wheeling Street
 Lancaster, Ohio 43130

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



TOBIN-McFARLAND SURVEYING, INC.

Professional Land Surveyors

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

***Description of Drive Easement
for 25.002 Acres***

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 29.

Beginning for reference at a point in the centerline intersection of Lancaster-Newark Road (State Route 37) and Baltimore-Somerset Road (State Route 256) and at the northwest corner of Section 29, said point being North 44 degrees 46'37" East a distance of 42.46 feet from a 5/8 inch rebar previously set;

thence with the center of Lancaster-Newark Road South 00 degrees 10'46" East a distance of 1834.72 feet to a point on the section line;

thence South 00 degrees 12'32" East a distance of 1660.24 feet to a point on the section line, said point being the TRUE POINT OF BEGINNING;

thence North 89 degrees 47'28" East a distance of 70.00 feet to a point;

thence South 00 degrees 12'32" East a distance of 189.55 feet to a point;

thence South 89 degrees 25'16" West a distance of 70.00 feet to a point in the centerline of Lancaster-Newark Road and on the section line;

thence North 00 degrees 12'32" West a distance of 190.00 feet to the TRUE POINT OF BEGINNING.

This description is based on a survey made in August of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

S-133



Rodney McFarland 8/27/07

Rodney McFarland, P.S.

Date

August 8, 2007

originals are signed in blue ink



201600006724
 Filed for Record in
 FAIRFIELD COUNTY, OH
 GENE WOOD, COUNTY RECORDER
 04-29-2016 At 03:13 pm.
 LEASE 52.00
 OR Book 1708 Page 371 - 375

FARM LEASE

SECTION I - DATES, PARTIES AND DESCRIPTION OF PROPERTY.

This lease is effective on the 1st day of April, 2016, by and between Eichorn Limited Partnership, whose mailing address is 1410 Pleasantville Rd. NE, Pleasantville, Ohio 43148, referred to herein as the LESSOR, and Dually Farms, L.L.C., whose mailing address is 4510 Westfall Rd., Lancaster, Ohio 43130, referred to herein as the LESSEE.

WITNESSETH: That the said Lessor, in consideration of the agreements and stipulations hereinafter mentioned to be kept and performed by said Lessee, does hereby lease to the said Lessee to occupy and use for agricultural purposes the following real estate situated in the County of Fairfield, State of Ohio, consisting of approximately one hundred fifty seven (157) acres of tillable land:

1410 Pleasantville Rd. NE, Pleasantville, OH 43148, PPN: 0490267100 ("Tract One")
 7640 Lancaster-Newark Rd. NE, Baltimore, OH 43105, PPN: 0490261230 ("Tract Two")
 and being more fully described in Exhibit "A".

This property is leased subject to all recorded easements, rights of way, leases, conditions, restrictions and legal highways, including the ingress/egress easement recorded in the deed from Watson Farm, Ltd. to Lessor dated October 4, 2007, Volume 1477, Page 2270-2277, Official Record, Recorder's Office, Fairfield County, Ohio.

SECTION II - TERM OF LEASE

Said Lessee to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for a term of ten (10) years beginning on the 1st day of April, 2016, and ending on the 31st day of March, 2026.

SECTION III - PAYMENT OF RENT

For the initial occupancy and use of the real estate as herein described, the Lessee agrees to pay the Lessor, their heirs or assigns, One Hundred Fifty and 00/100ths Dollars (\$150.00) per acre for a total annual rental of Twenty Three Thousand Five Hundred Fifty and 00/100ths Dollars (\$23,550.00), payable on or before April 1st of each year of the term of this lease. Rent may be adjusted annually, however, no adjustment may increase or decrease rent more than five percent (5%) of the previous year's rent. If Lessor fails to give written notice to Lessee of a rent adjustment by January 31st of the year in which the rent is to be adjusted, the rent will remain the same as that of the previous year.

SECTION IV - LESSOR'S CONTRIBUTION

The Lessor will furnish the above-described real estate including the improvements thereon.

SECTION V - YIELDING POSSESSION AT END OF LEASE

Lessee agrees that at the expiration of the then current term of the lease it will yield possession of the property to the Lessor without further notice and that it will be in as good order and condition as when the same was entered by the Lessee, loss by fire, or other unavoidable casualty and ordinary wear and tear excepted.

SECTION VI - HEIRS AND SUCCESSORS

This lease shall be binding upon the heirs, executors, administrators and successors of both Lessor and Lessee.

SECTION VII - RIGHT OF FIRST REFUSAL

In the event that Lessor decides to sell the subject property, Lessor shall give written notice to the Lessee and shall also give Lessee the right of first refusal to purchase the property. If Lessee fails to exercise Lessee's right of first refusal within thirty (30) days of its receipt of the notice of intent to sell, then Lessee's right of first refusal shall be considered waived.

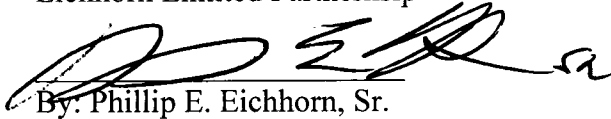
SECTION VIII - TAXES AND INSURANCE

Lessor shall be responsible for paying any real estate taxes and hazard insurance associated with owning the property. Lessee shall be responsible for paying for crop insurance if it chooses to purchase it.

IN WITNESS WHEREOF, the parties have signed this lease which is effective on the date above mentioned.

LESSOR:

Eichhorn Limited Partnership

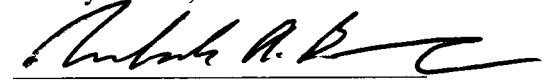


By: Phillip E. Eichhorn, Sr.

Its: Managing Partner

LESSEE:

Dually Farms, L.L.C.



By: Nicholas A. Beveridge

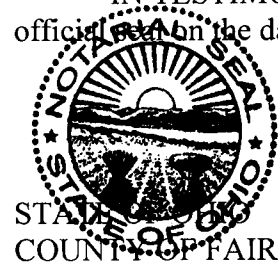
Its: Managing Member

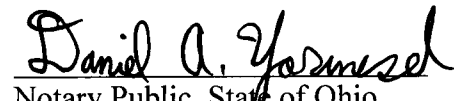
STATE OF OHIO

COUNTY OF FAIRFIELD, ss.

The foregoing instrument was acknowledged before me this 29th day of April, 2016, by Phillip E. Eichhorn, Sr., as Managing Partner of Eichhorn Limited Partnership, and that the same was his own free act and deed.


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

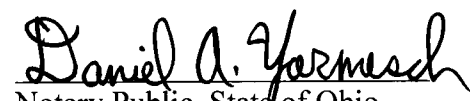

DANIEL A. YARMESCH
Attorney - at - Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration
Section 147.03 R.C.


Notary Public, State of Ohio
My commission expires:

The foregoing instrument was acknowledged before me this 29th day of April, 2016, by Nicholas A. Beveridge as Managing Member of Dually Farms, L.L.C., and that the same was his own free act and deed.

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


DANIEL A. YARMESCH
Attorney - at - Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration
Section 147.03 R.C.


Notary Public, State of Ohio
My commission expires:

This instrument was prepared by Daniel A. Yarmesch, Attorney at Law, CLARK & CLARK AND ASSOCIATES, 130 East State Street, P.O. Box 1405, Lancaster, Ohio, 43130

EXHIBIT "A"

TRACT 1:

Real property in the Township of Walnut, County of Fairfield, State of Ohio, and is described as follows: Situated in the Township of Walnut, County of Fairfield, State of Ohio and bounded and described as follows:

Being part of the Southwest Quarter of Section No. 32, of Walnut Township No. 16, Range No. 18, County and State foresaid, bounded by beginning at a stone on the section line 2.21 chains North from the South West corner of said Section No. 32;

Thence North 16.92 chains to a stone; thence East 43.12 chains to a stone; thence South 19.12 chains to a stone, in the center of the Township Road; thence West with said road 36.31 chains to a stone on the Township line;

Thence North 2.21 chains to a stone; thence West 6.79 chains to the place of beginning, containing Eighty and Ninety Hundredth (80.90) acres of land more or less.

EXCEPTING THEREFROM THE FOLLOWING:

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

Being a part of the South Half of Section 32, Township 16, Range 18 and bounded and described as follows:

Beginning at a point on section line and in the center of Pleasantville Road (County Road No. 17), and beginning point being East 2239.4 feet distant from the Southwest corner of said Section 32;

Thence North 2 degrees 40' East 94.50 feet to an iron pipe (passing an iron pipe at 20.00 feet); thence North 61 degrees 15' East 131.90 feet to an iron pipe;

Thence North 39 degrees 12' East 184.70 feet to an iron pipe; thence South 88 degrees 26' East 128.87 feet to an iron pipe; thence South 297.45 feet to a point on section line and in the center of said Pleasantville Road (passing an iron pipe at 267.45 feet);

Thence with section line and the center of said Pleasantville Road West 365.60 feet to the place of beginning, containing 1.84 acres.

FURTHER EXCEPTING THEREFROM THE FOLLOWING:

Being part of the South Half of Section 32, Township 16, Range 18 and bounded and described as follows:

Beginning at an iron pipe found which is (by previous survey) East 2239.4 feet; thence North 2 deg. 40' East 94.50 feet distant from the southwest corner of said Section 32;

Thence North 47 deg. 18' 45" East 316.31 feet to an iron pin; thence North 50 deg. 01' East 134.00 feet to an iron pin; thence South 25 deg. 44' East 109.19 feet to an iron pin;

Thence South 296.60 feet to a point on section line and in the center of Pleasantville Road (passing an iron pin at 266.60 feet); thence with section line and the center of said Pleasantville Road, West 21.40 feet to a point;

Thence leaving said road, North 297.45 feet to an iron pipe found (passing an iron pipe found at 30.00 feet); thence North 88 deg. 26' West 128.87 feet to an iron pipe found;

Thence South 39 deg. 12' West 184.70 feet to an iron pipe found; thence South 61 deg. 15' West 131.90 feet to the place of beginning, containing 0.447 acre.

This parcel shall be utilized as a separate building site until approved by the existing planning agency with platting authority over the area. Until such approval is obtained, this parcel shall be used in conjunction with the parcel recorded in Volume 31, Page 880 Deed Records, Fairfield County, Ohio.

FURTHER EXCEPTING THEREFROM THE FOLLOWING:

Situated in the Township of Walnut, County of Fairfield, State of Ohio and being a part of the South Half of Section 32, Township 16, Range 18, and also being a part of a 78.61 acre tract of land as recorded in Volume 647, Page 416 of the Fairfield County Recorder's Office and bounded and described as follows:

Beginning at a point on section line and in the center of Pleasantville Road, said beginning point being (by previous survey) South 90 deg. 00' 00" East 2626.40 feet distant from the Southwest corner of said Section 32;

Thence leaving said road, North 0 deg. 00' 00" East 296.60 feet to a 5/8" rebar found (passing a 5/8" rebar found at 30.00 feet); thence North 25 deg. 44' 00" West 109.19 feet to a 5/8" rebar found;

Thence North 11 deg. 45' 10" East 143.55 feet to a 5/8" rebar set; thence North 0 deg. 17' 25" West 375.26 feet to a 5/8" rebar set; thence North 21 deg. 18' 20" East 386.59 feet to a 5/8" rebar set in the north line of said 78.61 acre tract;

Thence with said north line, North 89 deg. 57' 25" East 99.68 feet to a 5/8" rebar set; thence South 0 deg. 14' 23" West 1271.01 feet to a point on section line and in the center of Pleasantville Road (passing a 5/8" rebar found at 1247.66 feet);

Thence with section line and the center of said Pleasantville Road, North 90 deg. 00' 00" West 214.75 feet to the place of beginning, containing 6.252 acres.

The above description was prepared by George A. Beiter, Registered Surveyor #5348 Baltimore Ohio 43105. Basis of bearings: The bearings based on the south line Section 32 (Walnut Twp.) Section line and centerline of Pleasantville Road as being South 90 deg. 00' 00" East by previous survey. 049-02671.00

Prior Instrument Reference: Volume 1371, Page 3175-3176, Official Records, Recorder's Office, Fairfield County Ohio

TRACT 2:

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Township 16, Range 18, Section 29.

Being 30.342 acres of the 32.55 acre tract described as Parcel Two, 49.766 acres of the 50 acre tract described as Parcel One, Tract One, all of the 2.85 acre tract described as Parcel Three, all of the 4 acre tract described as Parcel One, Tract Two, and 26.896 acres of the 150 acre tract described as Parcel One, Tract Three as recorded in deed volume 663, page 140, to Watson Farm, Ltd., and being more fully described as follows:

Beginning at a point in the centerline intersection of Lancaster-Newark Road (State Route 37) and Baltimore-Somerset Road (State Route 256) and at the northwest corner of Section 29, said point being North 44 degrees 46' 37" East a distance of 42.46 feet from a 5/8 inch rebar previously set; thence with the north line of said section and the centerline of

Baltimore-Somerset Road North 89 degrees 08' 31" East a distance of 231.29 feet to a point at the northwest corner of a 0.086 acre tract recorded in deed volume 449, page 565;

thence South 00 degrees 35' 53" East, passing a 5/8 inch rebar found at 20.53 feet, a total distance of 75.00 feet to a 5/8 inch rebar set to the southwest corner of said 0.086 acre tract;

thence North 89 degrees 08' 31" East a distance of 50.00 feet to a 5/8 inch rebar set at the southeast corner of said 0.086 acre tract;

thence North 00 degrees 35' 53" West, passing a 5/8 inch rebar found at 53.85 feet, a total distance of 75.00 feet to a point at the northeast corner of said 0.086 acre tract;

thence with the centerline of Baltimore-Somerset Road North 89 degrees 08' 31" East a distance of 60.07 feet to a point at the northwest corner of a 1.00 acre tract described in official record 1343, page 1894;

thence South 00 degrees 11' 03" East, passing a 5/8 inch iron pipe found at 20.82 feet, a total distance of 290.60 feet to a 5/8 inch iron pipe found at the southwest corner of said 1.00 acre tract;

thence North 89 degrees 16' 16" East a distance of 299.81 feet to a 5/8 inch rebar set at the southeast corner of a one acre tract;

thence South 00 degrees 10' 48" East a distance of 442.78 feet to a 5/8 inch rebar set at the southwest corner of a 3.367 acre tract recorded in official record 1350, page 2457;

thence North 89 degrees 17' 55" East, passing a 3/4 inch iron pipe found at 200.00 feet, a total distance of 595.15 feet to a 5/8 inch rebar set at the southeast corner of a 10 acre tract described in deed volume 367, page 372;

thence South 00 degrees 12' 08" East a distance of 1918.06 feet to a 5/8 inch rebar set;

thence North 89 degrees 24' 28" East a distance of 1398.58 feet to a 5/8 inch rebar set;

thence South 01 degrees 07' 08" East a distance of 464.52 feet to a 5/8 inch rebar set, passing a post at the northeast corner of the southwest quarter of Section 29 at 16.50 feet;

thence South 89 degrees 25' 16" West, passing a 5/8 inch rebar set at 13.69 feet, a total distance of 302.00 feet to a 5/8 inch rebar set;

thence South 40 degrees 29' 10" West a distance of 392.70 feet to a 5/8 inch rebar set;

thence 89 degrees 25' 16" West a distance of 893.30 feet to a 5/8 inch rebar set;

thence South 00 degrees 11' 34" East a distance of 276.95 feet to a 5/8 rebar set;

thence South 89 degrees 25' 16" West, passing a 5/8 inch rebar set at 1161.18 feet, a total distance of 1191.18 feet to a point in the centerline of Lancaster-Newark Road (State Rout 37) and on the west line of Section 29;

thence with the centerline of Lancaster-Newark Road North 00 degrees 12' 32" West a distance of 1850.24 feet to a point on the section line, said point being North 89 degrees 44' 00" East a distance of 30.00 feet from a one inch iron pipe found;

thence continuing with the centerline of Lancaster-Newark Road North 00 degrees 10' 46" West a distance of 1834.72 feet to the point of beginning, containing 113.854 Acres.

Bearings are based on a previous survey of 10.011 Acres filed in Survey Book 62, Page 15368. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland." For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in July of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Prior Instrument Reference: Volume 1477, Page 2270-2277, Official Records, Recorder's Office, Fairfield County Ohio

TRANSFER
NOT NECESSARY

SEP 20 2016


County Auditor, Fairfield County, Ohio

ODOT RE 208
Rev. 09/2012

201600016652
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
09-20-2016 At 10:54 am.
EASEMENT 52.00
OR Book 1719 Page 3666 - 3670

18-16-29

ED
State

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Eichhorn Limited Partnership, an Ohio limited partnership, the Grantor(s) herein, in consideration of the sum of \$300.00, to be paid by the State of Ohio, Department of Transportation, do hereby grant, bargain, sell, convey and release to the State of Ohio for the use and benefit of the Department of Transportation, the Grantee herein, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 3-SH

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

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Fairfield County Current Tax Parcel No. 049-02612-30
Prior Instrument Reference: OR 1477, Page 2270, Fairfield County Recorder's Office.

And the said Grantor(s), for and successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and 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) 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) to repurchase the property; (B) Grantor(s) 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.

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RE 248-I
Rev. 01/2012

Partnership ACK for Instruments

IN WITNESS WHEREOF Eichhorn Limited Partnership, an Ohio limited partnership, has caused its name to be subscribed by Phillip Eichhorn, its general partner(s) on the 12 day of AUG, 2016.

EICHHORN LIMITED PARTNERSHIP, AN OHIO
LIMITED PARTNERSHIP

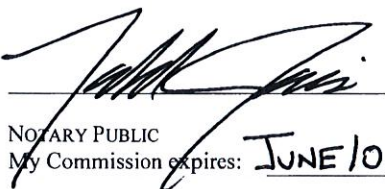
By: STATE OF OHIO, COUNTY OF FAIRFIELD ss:

BE IT REMEMBERED, that on the 12 day of AUGUST, 2016, before me the subscriber, a Notary Public in and for said state and county, personally came the above named PHILLIP EICHHORN, who acknowledged being a general or managing partner(s) and duly authorized agent(s) of Eichhorn Limited Partnership, an Ohio limited partnership, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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



TODD JARVIS
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
June 10, 2020


NOTARY PUBLIC
My Commission expires: JUNE 10, 2020

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

EXHIBIT A

RX 270 SH

Page 1 of 2

Rev. 06/09

Ver. Date 11/12/15

PID 95383

**PARCEL 3-SH
D05-FY2017 SIGNAL UPGRADE (S.R. 37 & S.R. 256)
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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

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

[Surveyor's description of the premises follows]

The lands herein described are situated in State of Ohio, Fairfield County, Ohio; Township of Walnut, Section 29, Range 18 West, Township 16 North, and being more particularly described as follows:

PARCEL NO. 3-SH

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

Beginning at a point on the existing Right of Way line, said point being located 25.00 feet right of centerline station 26+53.65 of the centerline of survey and construction, S.R. 256, also being 30.00 feet right of centerline station 16+02.99 of the centerline of survey & construction, S.R. 37, said point being the **TRUE POINT OF BEGINNING**.

Thence, along the existing Right of Way line of S.R. 256, **South 87 degrees 27 minutes 31 seconds East** a distance of **16.35 feet** to a set iron pin on the proposed Right of Way line, said pin being located 25.00 feet right of centerline station 26+70 of the centerline of survey & construction, S.R. 256;

EXHIBIT A

RX 270 SH

Page 2 of 2

Rev. 06/09

Thence, along said proposed Right of Way line, **South 02 degrees 32 minutes 29 seconds West** a distance of **20.00 feet** to a set iron pin, said pin being located 45.00 feet right of centerline station 26+70 of the centerline of survey & construction, S.R. 256;

Thence, continuing along said proposed Right of Way line, **North 87 degrees 27 minutes 31 seconds West** a distance of **16.59 feet** to a set iron pin on the existing Right of Way line of S.R. 37, said pin being located 45.00 feet right of centerline station 26+53.41 of the centerline of survey & construction, S.R. 256 also being located 30.00 feet right of centerline station 15+82.99 of the centerline of survey & construction, S.R. 37;

Thence, along said existing Right of Way line, **North 03 degrees 13 minutes 25 seconds East** a distance of **20.00 feet** to the **POINT OF BEGINNING**.

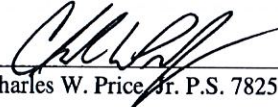
It is understood that the above described area contains 0.008 acres more or less, including the present road which occupies 0.000 acres, more or less, which is to be deducted from the value of Auditor's Parcel Number 049-02612-30.

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

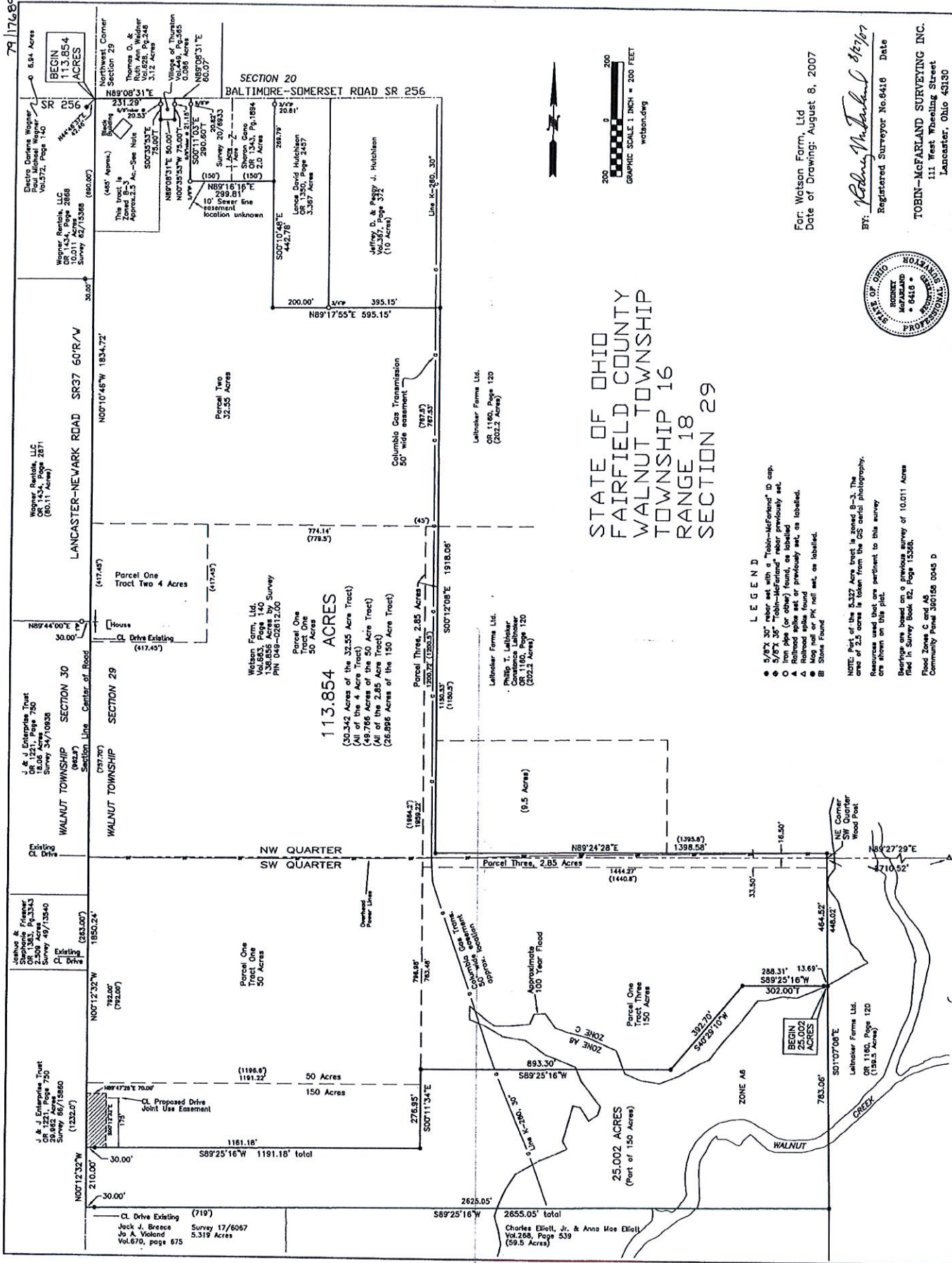
Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Ohio Department of Transportation, Columbus Ohio.

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

Prior Instrument Reference as of the date of this survey was prepared: Official Record Book 1477 page 2270 of Fairfield County, Ohio.


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





For: Watson Farm, Ltd
Date of Drawing: August 8, 2007

BY: Rodney M. Tarkenton 8/27/07
Registered Surveyor No. 8418 Date

TOBIN-McFARLAND SURVEYING INC.
111 West Wheeling Street
Lancaster, Ohio 43130
Ph. 740-687-1710 Fax 740-687-0877

LEGEND

- 5/8" x 30" rebar set with a "Tohin-McFarland" ID cap.
- 5/8" x 30" "Tohin-McFarland" rebar previously set.
- Iron pipe (or other) found, as labelled.
- △ Railroad spike set, or previously set, as labelled.
- △ Railroad spike found
- Mog nail or PK nail set, as labelled.
- Mog nail or PK nail found
- Stone Found

NOTE: Part of the 5,327 Acre tract is zoned B-3. The area of 2.5 acres is taken from the GIS aerial photography. Resources used that are pertinent to this survey are shown on this plan.

Bearings are based on a previous survey of 10.011 Acres
 filed in Survey Book 82, Page 15388,
 Flood Zones C and A3
 Community Panel 390158 0045 D

System No. 053
Project SR 37 Extension
W. O. #

20090909734
Filed for Record in
FAIRFIELD COUNTY, OH
GENE MOON
05-27-2009 at 12:17 pm.
RIGHT WAY 44.00
OR Book 1517 Page 369 - 372

12-16-29,22

PIPELINE RIGHT-OF-WAY

FOR AND IN CONSIDERATION of One Dollar, the receipt of which is hereby acknowledged, and other good and valuable considerations, if any, to be paid when said pipeline is laid, on the parcels of land containing 72.36 and 113.85 acres, more or less, owned by Eichhorn Limited Partnership whose mailing address is, 1410 Pleasantville Rd Pleasantville, OH 43148 herein called Grantor(s), does hereby give, grant, bargain, sell and convey unto Northeast Ohio Natural Gas Corp., 5640 Lancaster Newark Rd., Pleasantville, Ohio 43148, a natural gas public utility, herein called Northeast, its successors and assigns, the right to lay, operate, maintain, repair, replace and remove an eight inch (8") diameter or smaller pipeline, along with valves and all other necessary appurtenances together with service connections thereto required for the distribution or transportation of natural gas and its constituents without restrictions on, over, through, and across the lands of the Grantor(s), with the right of ingress and egress to and from said pipeline. This Right-of-Way will be on the parcel of land located in Sections 32 and 29 of Walnut Township, Fairfield County, Ohio, also known for tax purposes as parcel numbers 0490267100 and 0490261230.

This Right-of-Way shall be limited to a temporary easement with a total width of twenty (20) feet (ten (10) feet on either side of the center of the installed pipeline) during construction, maintenance, repairing, and replacing said pipeline and a permanent easement of ten (10) feet after the construction (five (5) feet on either side of the center of the installed pipeline). Northeast shall at all times have the right to access the pipeline through Grantor(s) property for the purpose of constructing, maintaining, repairing and replacing said pipeline.

Both parties shall mutually agree upon the location of said pipeline to be laid on the Grantor(s) property. Grantor(s) property shall be staked where said pipeline is to be laid, prior to construction. A drawing of the site location of said pipeline is attached as Exhibit "A", which site has been mutually agreed upon by the parties.

It is agreed that the pipeline laid under this Right-of-Way shall be buried at three (3) feet in depth wherever possible, so that the Grantor may fully use and enjoy the above described premises except for the purposes herein granted. Grantor(s) shall not construct or permit construction of any buildings or structures on or over said Right-of-Way within five (5) feet of the pipeline and shall not change the final grade of said Right-of-Way without specific written consent from Northeast.

Northeast hereby agrees to pay for damages, if any, which might arise to crops, buildings, drain tiles, and fences in the laying, operating, maintaining, repairing, and removing said pipeline. If such damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons, one appointed by the Grantor(s), one by Northeast, and the third by the two so appointed. The award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

TRANSFER
NOT NECESSARY

MAY 27 2009

Barbara C. Carter
County Auditor, Fairfield County, Ohio

Northeast will waive the tap fee for one tap on parcel 0490261230.

This grant shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties signature hereto and shall run with the land in perpetuity. Grantor warrants that they are the owners of the premises referred to herein.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set their signature(s) this 26th day of May, 2009.

Signed and acknowledged
in the presence of:

GRANTOR(S)

Evelyn L. Woods
Witness Signature

EVELYN L. WOODS
Witness Name Printed

By: [Signature] PHILIP E EICHHORN
Grantor Signature

By: PHILIP E EICHHORN
Grantor Name Printed

STATE OF OHIO)
COUNTY OF Fairfield) SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Philip Eichhorn on behalf of the Eichhorn Limited Partnership who acknowledged that they did sign the foregoing instrument on behalf of the partnership and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 26th day of May, 2009.



ROGER L. WOODS
Notary Public, State of Ohio
My Commission Expires
4-18-11

Roger L. Woods
Notary Public, State of Ohio

GRANTEE
Northeast Ohio Natural Gas Corp.

Martin K. Whelan
Grantee Name Printed

By: [Signature]
Grantee Signature

Title: Vice President

STATE OF OHIO)
COUNTY OF Fairfield)SS

BEFORE ME, a Notary Public in and for said county and state, personally appeared the aforementioned Northeast Ohio Natural Gas Corp, an Ohio corporation, by its Vice President, [Signature], who being duly authorized by said corporation, acknowledges that he did execute the foregoing instrument and that same is his free act and deed, and the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Pleasantville, Ohio, this 26th day of May, 2009.



ROGER L. WOODS
Notary Public, State of Ohio
My Commission Expires
4-18-11

Roger L. Woods
Notary Public, State of Ohio

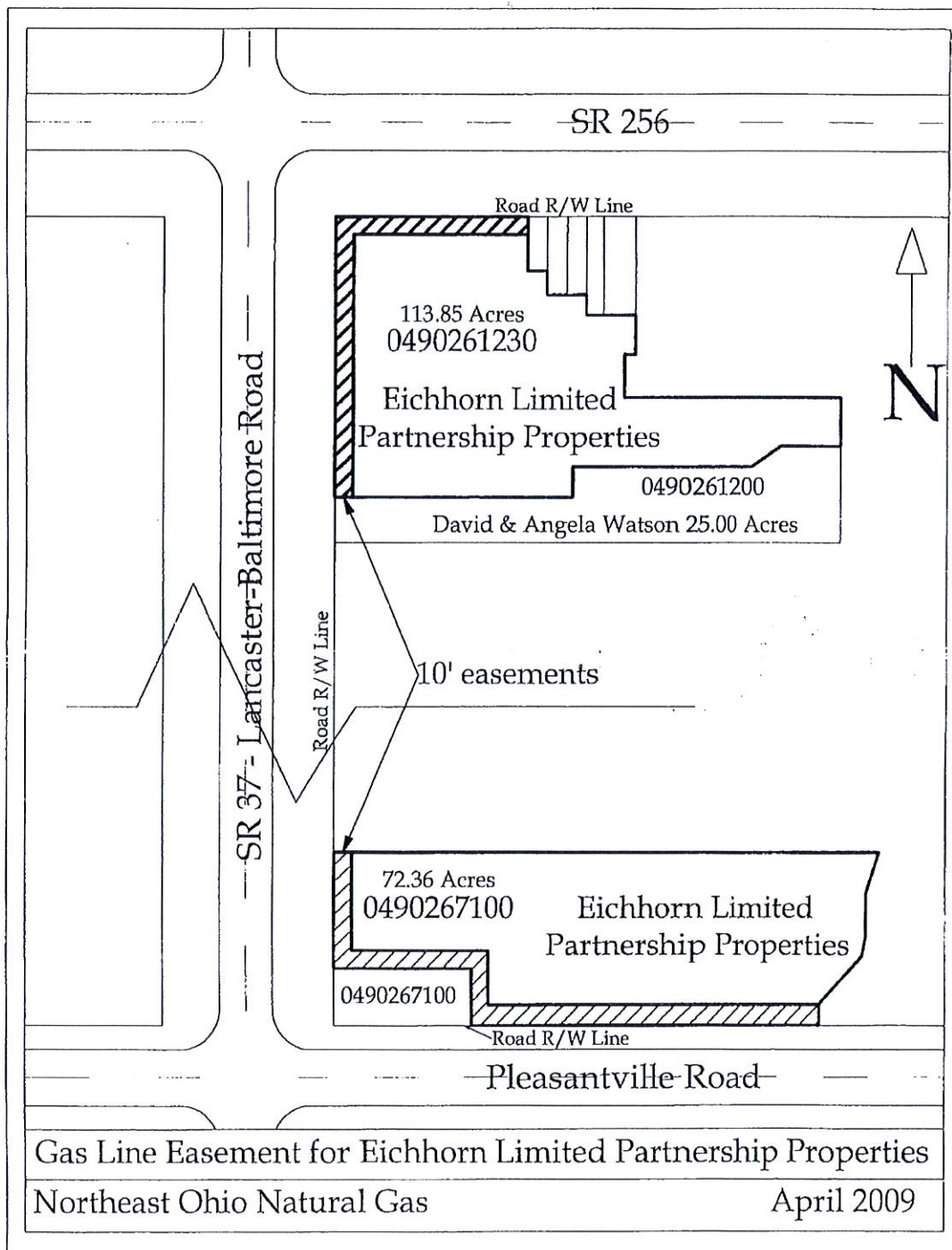
This instrument prepared by



NORTHEAST OHIO NATURAL GAS CORP.
P.O. Box 430, Lancaster, Ohio 43130-0430

EXHIBIT "A"

The following construction print shows the approximate location of the facilities involved;



Know all Men by These Presents

That Watson Farm, Ltd., an Ohio limited liability company, of Fairfield County, State of Ohio, for valuable consideration paid, grants with general warranty covenants, to Eichhorn Limited Partnership, an Ohio limited partnership, whose tax mailing address is 5345 Bixby Road, Canal Winchester, Ohio 43110, the following real property:

Being a 113.854 acre parcel in Walnut Township, Fairfield County, Ohio as more particularly described in "Exhibit A" attached hereto and made a part hereof by reference.

EXCEPTING AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS MORE PARTICULARLY DESCRIBED IN "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Access to this parcel shall be by a shared drive located on the property conveyed herein. The center line of said shared drive shall be at least 495 feet south of the drive serving Fairfield County Parcel No. 049-02637-13, which is currently owned by Joshua and Stephanie Freisner.

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

Prior Instrument Reference: Volume 663, Page 140, Deed Records, Fairfield County, Ohio.

Executed this 4th day of October, 2007.

Watson Farm, Ltd.,
an Ohio limited liability company

By: Donna M. Shumaker
Donna M. Shumaker, Managing Member

State of Ohio
County of Fairfield

ss. Before me, a Notary Public in and for said County and State, personally appeared the above named Donna M. Shumaker, Managing Member of Watson Farm, Ltd., an Ohio limited liability company, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed and the free act and deed of said company.

In Testimony Whereof, I have hereunto set my hand and

at Lancaster, Ohio this 4th day of October, A.D. 2007.

TRANSFERRED

OCT 10 2007

Barbara Curtiss
County Auditor, Fairfield County, Ohio

Brian D. Shonk
Notary Public - State of Ohio



BRIAN D. SHONK
ATTORNEY AT LAW
Notary Public, State of Ohio
LIFETIME COMMISSION

REAL ESTATE CONVEYANCE

FEE \$ 3780.00

EXEMPT # _____

Barbara Curtiss
AUDITOR, FAIRFIELD COUNTY, OHIO

200700021842
Filed for Record in
FAIRFIELD COUNTY, OH
GENE MOOD
10-10-2007 At 01:17 pm.
DEED 76.00
OR Book 177 Page 2270 - 2277

EASEMENT

↑ detailed
Pg 1477/
2270-2277

Executed this 14th day of October, 2007.

Eichhorn Limited Partnership,
an Ohio limited partnership

By: _____

Phillip E. Eichhorn, General Partner

By: _____

Stephen H. Eichhorn, General Partner

State of Ohio
County of Fairfield

ss. Before me, a **Notary Public** in and for said County and State,
personally appeared the above named Phillip E. Eichhorn and
Stephen H. Eichhorn, General Partners of Eichhorn Limited
Partnership, an Ohio limited partnership, who acknowledged that
they did sign the foregoing instrument and that the same is their
free act and deed and the free act and deed of said partnership.

In Testimony Whereof, I have hereunto set my hand and
official seal, at Lancaster, Ohio this 14th day of October, A.D. 2007.

Notary Public - State of Ohio



BRIAN D. SHONK
ATTORNEY AT LAW
Notary Public, State of Ohio
LIFETIME COMMISSION

This instrument prepared by: Carrie S. Snoke, Attorney at Law
Dagger, Johnston, Miller, Ogilvie & Hampson, LLP
144 East Main Street, Lancaster, Ohio 43130



TOBIN-McFARLAND SURVEYING, INC.

Professional Land Surveyors

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

Description of 113.854 Acres

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Township 16, Range 18, Section 29.

Being 30.342 acres of the 32.55 acre tract described as Parcel Two, 49.766 acres of the 50 acre tract described as Parcel One, Tract One, all of the 2.85 acre tract described as Parcel Three, all of the 4 acre tract described as Parcel One, Tract Two, and 26.896 acres of the 150 acre tract described as Parcel One, Tract Three as recorded in deed volume 663, page 140, to Watson Farm, Ltd., and being more fully described as follows:

Beginning at a point in the centerline intersection of Lancaster-Newark Road (State Route 37) and Baltimore-Somerset Road (State Route 256) and at the northwest corner of Section 29, said point being North 44 degrees 46'37" East a distance of 42.46 feet from a 5/8 inch rebar previously set;

thence with the north line of said section and the centerline of Baltimore-Somerset Road North 89 degrees 08'31" East a distance of 231.29 feet to a point at the northwest corner of a 0.086 acre tract recorded in deed volume 449, page 565;

thence South 00 degrees 35'53" East, passing a 5/8 inch rebar found at 20.53 feet, a total distance of 75.00 feet to a 5/8 inch rebar set to the southwest corner of said 0.086 acre tract;

thence North 89 degrees 08'31" East a distance of 50.00 feet to a 5/8 inch rebar set at the southeast corner of said 0.086 acre tract;

thence North 00 degrees 35'53" West, passing a 5/8 inch rebar found at 53.85 feet, a total distance of 75.00 feet to a point at the northeast corner of said 0.086 acre tract;

thence with the centerline of Baltimore-Somerset Road North 89 degrees 08'31" East a distance of 60.07 feet to a point at the northwest corner of a 1.00 acre tract described in official record 1343, page 1894;

thence South 00 degrees 11'03" East, passing a 5/8 inch iron pipe found at 20.82 feet, a total distance of 290.60 feet to a 5/8 inch iron pipe found at the southwest corner of said 1.00 acre tract;

thence North 89 degrees 16'16" East a distance of 299.81 feet to a 5/8 inch rebar set at the southeast corner of a one acre tract;

thence South 00 degrees 10'48" East a distance of 442.78 feet to a 5/8 inch rebar set at the southwest corner of a 3.367 acre tract recorded in official record 1350, page 2457;

thence North 89 degrees 17'55" East, passing a 3/4 inch iron pipe found at 200.00 feet, a total distance of 595.15 feet to a 5/8 inch rebar set at the southeast corner of a 10 acre tract described in deed volume 367, page 372;

thence South 00 degrees 12'08" East a distance of 1918.06 feet to a 5/8 inch rebar set;

thence North 89 degrees 24'28" East a distance of 1398.58 feet to a 5/8 inch rebar set;

thence South 01 degrees 07'08" East a distance of 464.52 feet to a 5/8 inch rebar set, passing a post at the northeast corner of the southwest quarter of Section 29 at 16.50 feet;

thence South 89 degrees 25'16" West, passing a 5/8 inch rebar set at 13.69 feet, a total distance of 302.00 feet to a 5/8 inch rebar set;

thence South 40 degrees 29'10" West a distance of 392.70 feet to a 5/8 inch rebar set;

thence South 89 degrees 25'16" West a distance of 893.30 feet to a 5/8 inch rebar set;

thence South 00 degrees 11'34" East a distance of 276.95 feet to a 5/8 inch rebar set;

thence South 89 degrees 25'16" West, passing a 5/8 inch rebar set at 1161.18 feet, a total distance of 1191.18 feet to a point in the centerline of Lancaster-Newark Road (State Route 37) and on the west line of Section 29;

thence with the centerline of Lancaster-Newark Road North 00 degrees 12'32" West a distance of 1850.24 feet to a point on the section line, said point being North 89 degrees 44'00" East a distance of 30.00 feet from a one inch iron pipe found;

thence continuing with the centerline of Lancaster-Newark Road North 00 degrees 10'46" West a distance of 1834.72 feet to the point of beginning, containing **113.854 Acres**.

Bearings are based on a previous survey of 10.011 Acres filed in Survey Book 62, Page 15368. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in July of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Rodney McFarland 8/27/07
Rodney McFarland, P.S. Date
July 20, 2007 originals are signed in blue ink



A-8

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS
BY AB DATE 9/28/07
79/17689

THIS PARCEL IS LOCATED IN AN
IDENTIFIED FEMA FLOOD HAZARD AREA.
COMPLIANCE WITH THE FAIRFIELD COUNTY
FLOOD DAMAGE PREVENTION REGULATION
IS REQUIRED.

07-217E
Exempted from Fairfield County Subdivision
Regulations. This exemption does not infer that the
parcel in question is consistent with zoning and/or
health department regulations.
R. Bush-Davis



TOBIN-McFARLAND SURVEYING, INC.

Professional Land Surveyors

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

Description of 25.002 Acres

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Township 16, Range 18, Section 29.

Being part of the 150 acre tract described as Parcel One, Tract Three as recorded in deed volume 663, page 140, to Watson Farm, Ltd., and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the east line of the southwest quarter of Section 29, said rebar being South 01 degrees 07'08" East a distance of 448.02 feet from a post at the northeast corner of the southwest quarter of Section 29;

thence South 01 degrees 07'08" East a distance of 783.06 feet to a 5/8 inch rebar set on said quarter section line;

thence South 89 degrees 25'16" West, passing a 5/8 inch rebar set at 2625.05 feet, a total distance of 2655.05 feet to a point in the centerline of Lancaster-Newark Road (State Route 37) and on the west line of Section 29;

thence with the centerline of Lancaster-Newark Road North 00 degrees 12'32" West a distance of 210.00 feet to a point on the section line;

thence North 89 degrees 25'16" East, passing a 5/8 inch rebar set at 30.00 feet, a total distance of 1191.18 feet to a 5/8 inch rebar set;

thence North 00 degrees 11'34" West a distance of 276.95 feet to a 5/8 inch rebar set;

thence North 89 degrees 25'16" East a distance of 893.30 feet to a 5/8 inch rebar set;

thence North 40 degrees 29'10" East a distance of 392.70 feet to a 5/8 inch rebar set;

thence North 89 degrees 25'16" East, passing a 5/8 inch rebar set at 288.31 feet, total a distance of 302.00 feet to the point of beginning, containing **25.002 Acres**.

Bearings are based on a previous survey of 10.011 Acres filed in Survey Book 62, Page 15368. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

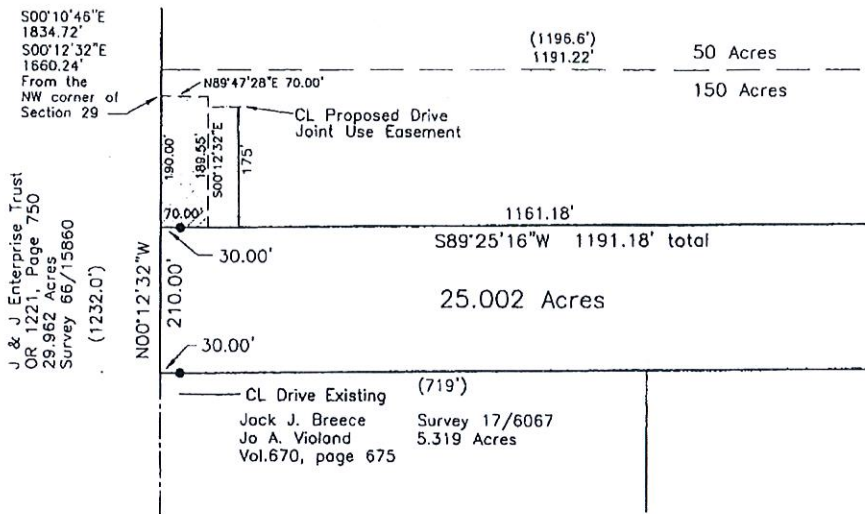
This description is based on a survey made in July of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Rodney McFarland 7/19/07
Rodney McFarland, P.S. Date
July 20, 2007 originals are signed in blue ink

A-8



PLAT OF JOINT USE DRIVE EASEMENT



STATE OF OHIO
FAIRFIELD COUNTY
WALNUT TOWNSHIP
TOWNSHIP 16
RANGE 18
SECTION 29



For: Watson Farm, Ltd
Date of Drawing: Sept.19, 2007



BY: *Rodney McFarland* 9/19/07

Registered Surveyor No.6416 Date

TOBIN-McFARLAND SURVEYING INC.

111 West Wheeling Street
Lancaster, Ohio 43130

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



TOBIN-McFARLAND SURVEYING, INC.

Professional Land Surveyors

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

**Description of Drive Easement
for 25.002 Acres**

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 29.

Beginning for reference at a point in the centerline intersection of Lancaster-Newark Road (State Route 37) and Baltimore-Somerset Road (State Route 256) and at the northwest corner of Section 29, said point being North 44 degrees 46'37" East a distance of 42.46 feet from a 5/8 inch rebar previously set;

thence with the center of Lancaster-Newark Road South 00 degrees 10'46" East a distance of 1834.72 feet to a point on the section line;

thence South 00 degrees 12'32" East a distance of 1660.24 feet to a point on the section line, said point being the TRUE POINT OF BEGINNING;

thence North 89 degrees 47'28" East a distance of 70.00 feet to a point;

thence South 00 degrees 12'32" East a distance of 189.55 feet to a point;

thence South 89 degrees 25'16" West a distance of 70.00 feet to a point in the centerline of Lancaster-Newark Road and on the section line;

thence North 00 degrees 12'32" West a distance of 190.00 feet to the TRUE POINT OF BEGINNING.

This description is based on a survey made in August of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

S-133



Rodney McFarland 8/27/07

Rodney McFarland, P.S. Date
August 8, 2007 originals are signed in blue ink



8 blocks of 1/4 sec
W 1/4 Sec 29
T 29 N R 16 E



General Warranty Deed*

Milton McKinley Watson, married, of Fairfield County, Ohio
for valuable consideration paid, grant(s) with general warranty covenants, to
Eileen M. Ackley, whose tax-mailing address is
1075 BALTIMORE/ SOMERSET RD., BALTIMORE, OHIO 43105
the following REAL PROPERTY: Situated in the County of Fairfield
of Ohio and in the Township of Walnut, in the State

Situated in the Township of Walnut, County of Fairfield, and State of Ohio,
and being a part of the Northwest Quarter of Section 29, Township 16,
Range 18 and bounded and described as follows:

Beginning at a point in the center line of State Route No. 256 East 490.86
feet distant from the Northwest corner of Section 29; thence with the
center line of said road East 150.00 feet to a point; thence with the East
line of M. M. Watson's tract and the West line of a certain 10.00 acre
tract S 0° 36' W 290.40 feet to an iron pin (passing an iron pin at 20.82
feet); thence West 150.00 feet to an iron pin; thence N 0° 36' E 290.40 feet
to the place of beginning, (passing an iron pin at 269.58 feet). Containing
1.00 acre, more or less.

Together with an easement approximately 10 feet wide, which shall run in a
southwesterly direction across the Grantor's adjacent property,
for the purpose of installing a drain for sewage disposal purposes, and
said drain shall be installed and maintained at Grantee's
expense.

This parcel shall not be utilized as a separate building, but shall be used
site until approved by the existing planning agency with platting authority
over the area. Unless such approval is obtained this parcel shall be
used in conjunction with the parcel recorded in Volume 461, Page 344
Deed Records, Fairfield County, Ohio.

DISCUSSION REVIEWED AND
APPROVED FOR TRANSFER ONLY

OFFICE OF FAIRFIELD COUNTY ENGINEER

BY: [Signature] DATE: 8-15-86

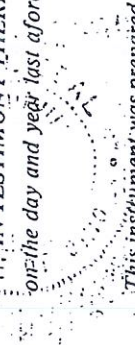
16974

Prior Instrument Reference: Volume 165 Page 214 of the Deed Records of Fairfield
County, Ohio. Esther I. Watson, wife (registered) of the
Grantor, releases all rights of dower therein. Witness our hand(s) this 13th day
of August, 19 86
Signed and acknowledged in presence of:

Douglas M. Watson
James C. Aranda

Milton McKinley Watson
(Milton McKinley Watson)
Esther I. Watson
(Esther I. Watson)

State of Ohio County of Fairfield ss.
BE IT REMEMBERED, That on this 13th day of August, 19 86, before me,
the subscriber, a Notary Public in and for said state, personally came,
Milton McKinley Watson and Esther I. Watson the Grantor(s) 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 the day and year last aforesaid.



This instrument was prepared by James C. Aranda, Attorney at Law, Lancaster, Ohio.

- (1) Name of Grantor(s) and marital status.
(2) Description of land or interest therein, and encumbrances, reservations, and exceptions, in and assessments, if any.
(3) Delete whichever does not apply. No Fair Required. This approval does not infer that the parcel in question is consistent with zoning regulations in effect or that a zoning permit will be issued. This approval void if not
(4) Execution in accordance with Chapter 5301 Ohio Revised Code.

Auditor's and Recorder's Stamps

Recorded by DEC 21 1986 (86-236EX)

OCT 21 1986

VOL 545 PAGE 943

*See Sections 5302.05 and 5302.06 Ohio Revised Code.

TRANSFERRED

OCT 21 1986

James P. Leil
County Auditor, Fairfield County, Ohio

REAL ESTATE COMMISSION

Fee \$ 6.00

Exempt #

James P. Leil
Auditor, Fairfield County, Ohio

General
Warranty
Deed

FROM
Milton I. V. Johnson
TO
Catherine I. V. Johnson

Ellean H. Ackley

RECEIVED in Fairfield County, Ohio
OCT 22 1986
RECORDED
OCT 22 1986
VOL. 545 PAGE 943
10:28 A.M.
Gene Wood
Recorder, Fairfield County, Ohio

18-16-29

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to SOUTH CENTRAL POWER COMPANY, an Ohio corporation (hereinafter called "South Central") whose post office address is P. O. Box 250, Lancaster, Ohio, and to its successors and assigns, the right to enter upon the lands and property of the undersigned, situated in the Township of Walnut, County of Fairfield, State of Ohio, and more particularly described as follows:

Being a strip of land 20' wide and 190' long more or less on the M. Watson property located on the east side of State Route 37 and the south side of State Route 256. Line to be built as staked on 8-23-77 with the line taking off from the existing transformer pole and heading in an easterly direction for service to a new home. The above property is located in the northwest quarter of Section 29, Township 16, Range 18, Walnut Township, Fairfield County, Ohio.

Work Order W-38687
Company Map 90-22-9

TRANSFER
NOT NECESSARY

OCT 6 1977

James P. Laird
AUDITOR, FAIRFIELD COUNTY, OHIO

and to construct, reconstruct, rephase, relocate, repair, extend, operate and maintain on, over, across, under, and through the above described lands and property and/or all streets, roads or highways abutting said land and property, electric transmission and/or distribution lines or systems; to make such excavation as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems; to cut, trim and control the growth of by chemical means, machinery or otherwise vegetation that may interfere with or threaten to endanger the operation and maintenance of said lines or systems; and to license, permit, or otherwise agree to the joint use or occupancy of the lines or systems by any other person, association or corporation, for electrification, telephone or other utility purposes.

The undersigned agrees that all poles, wires and other facilities including any main service entrance equipment, installed on, over, across, under, or through the above described lands and property at South Central's expense shall remain the property of South Central, removable at its option, upon termination of service to said lands or property.

It is covenanted by the undersigned that the undersigned is the owner of the above described lands and property and that said lands and property are free and clear of encumbrances and liens of whatsoever character except _____ day of _____, 19____, and the lien of current taxes.

IN WITNESS WHEREOF, the hand of the undersigned has been set this 30th day of August, 1977.

Signed and delivered
in the presence of:

John E. Sauerbrei *Lindsay A. Howe*
Witness Witness

M. M. Watson *Esther Watson*
Owner Owner

STATE OF OHIO
COUNTY OF Fairfield } SS:

BE IT REMEMBERED, that on this 30th day of August, 1977, before me, the subscriber, a Notary Public in and for said County, personally came the above named Mr M. Watson and Esther Watson in the foregoing easement and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year first above written in FAIRFIELD COUNTY, OHIO
AT 8:01 O'CLOCK 8 PM 1977
RECORDED OCT 7 1977
RECORD DEPT VOL 474 PAGE 550 *lps*

OCT 6 1977

Ray M. Ellinger
RECORDED - FAIRFIELD COUNTY
LANCASTER, OHIO 43130

John E. Sauerbrei
Notary Public
JOHN E. SAUERBREI, Notary Public
Fairfield, Licking, Franklin, Hocking,
Perry and Pickaway Counties, Ohio
My Commission Expires June 4, 1981

HE2 626

File No. 11536

Fee \$2.60

R/W Form 1
Title
Revised 9-7-50

Sheet 1 of 3 Sheets

EASEMENT FOR HIGHWAY PURPOSES

From Frank C. Miller,
Address - Baltimore, R. D. #1, Ohio
to the
STATE OF OHIO
S. R. 256 County, Fairfield
Section 15.88 (Br. No. FA-256-162)
Parcel No. 1

R/W Form 5
Metes and Bounds
Revised 9-20-28--C

Sheet 2 of 3 Sheets

EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That Frank C. Miller, the Grantor, for and in consideration of the sum of Seven Hundred and Ninety four and no/100 Dollars (\$794.00/xx) and for other good and valuable considerations to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Fairfield County, Ohio, Walnut Township, Section 20, Town 16, Range 18, and bounded and described as follows:

PARCEL No. 1

Beginning at the intersection of grantor's easterly property line, with the centerline of a survey made by the Department of Highways in 1950 for Fai-256-15.88, (known as the Reynoldsburg-Baltimore-Somerset Road), said point of intersection being Station 37 + 40, in said centerline survey; thence, North 86° 23' West, along said centerline survey, a distance of 1,433.32 feet, to P. T. Station 23 + 06.68, in said centerline survey; thence, in a westerly direction, along said centerline survey, with a curve to the right, having a radius of 11,459.16 feet, a distance of 128.33 feet, to P. C. Station 21 + 78.35, in said centerline survey; thence, North 85° 44' 30" West, along said centerline survey, a distance of 328.35 feet, to Station 18 + 50, in said centerline survey; thence, North 4° 15' 30" East, a distance of 25.0 feet, to a point in the present northerly right of way line of Fai-356-15.88, said point being 25.0 feet northerly of Station 18 + 50, in said centerline survey; thence, North 82° 57' East, a distance of 51.0 feet to a point, 35.0 feet northerly of Station 19 + 00, in said centerline survey; thence, South 86° 46' East, a distance of 278.40 feet, to a point, 40 feet northerly of P. C. Station 21 + 78.35, in said centerline survey; thence, South 86° 04' East, a distance of 126.66 feet, to a point, 40.0 feet northerly of P. T. Station 23 + 06.68, in said centerline survey; thence, South 86° 23' East, a distance of 393.32 feet, to a point, 40.0 feet northerly of Station 27 + 00, in said centerline survey; thence, South 88° 50' East, a distance of 700.64 feet, to a point, 70.0 feet northerly of Station 34 + 00, in said centerline survey; thence, South 85° 26' East, a distance of 340.05 feet, to a point in grantor's easterly property line, 64.33 feet northerly of Station 37 + 40, in said centerline survey; thence, South 48 10' West, a distance of 64.33 feet, to the place of beginning.

as shown by plans on file in the office of the Department of Highways, Columbus, Ohio.

It is understood that the strip of land above described contains 1.07 acres, more or less, exclusive of the present road which occupies 1.08 acres, more or less.

R/W Form 7
Acknowledgment
Revised 9-20-28-C.

Sheet 3 of 3 Sheets

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever.

And the said Grantor, for himself and his heirs, executors, and administrators, hereby covenants with the said Grantee, its successors and assigns that he is the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Stella G. Miller, wife of Frank C. Miller hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Frank C. Miller and Stella G. Miller have hereunto set their hands, the 14th day of Feb. in the year of our Lord one thousand nine hundred and 51.

Signed and sealed in presence of:

E. H. Harter
Jo Ann Harter

Frank C. Miller
Stella G. Miller

(continued on next page)

STATE OF OHIO)
Fairfield County) ss.:

Before me, a Notary Public in and for said County and State, personally appeared the above named Frank C. Miller, Stella G. Miller who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Thurston, Ohio this 14th day of February, A. D. 1951.

(N. P. SEAL)
Jo Ann Harter
Jo Ann Harter
My Commission expires December 14, 1952.

RECEIVED FOR RECORD: Dec. 14, 1951

AT: 3:20

RECORDED: Dec. 17, 1951

TRANSFERRED BY AUDITOR: Dec. 10, 1951

ATTEST: W. H. King R. F. C.



EASEMENT FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINES

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned, for the consideration hereinafter expressed, do hereby grant unto SOUTH-CENTRAL RURAL ELECTRIC COOPERATIVE, INC., of Lancaster, Ohio, the right and easement to erect, construct, operate and perpetually maintain, its lines for transmission and/or distribution of electricity, with all necessary poles, wires, guys, guy stubs, anchors and appurtenances, over, across, through and upon the following described property, to wit: Containing 134 acres of land in Section 29, Township 16, N. Range 18W and bounded on the north by State Route 256 and by the land of H. Leitnaker, on the east by H. Leitnaker and H. Musser Leitnaker, on the south by E. & D. Ellinger, and on the west by State Route 37, located in the Township of Walnut, County of Fairfield and State of Ohio; and also the right to enter upon said property, and to trim or fell any trees and brush along said lines, necessary to keep the wires clear thereof; and also the right of ingress and egress to and from said premises for the purpose of maintaining and repairing said electric lines. Said easement being restricted to the south west corner of aforesaid lands along the north side of the present Ohio Power Line and to the plan as set forth on Ohio Power Map No. 1886 dated May 26, 1952, a copy of which is in the hands of each party. Pole structures to be as shown on said map."

IN CONSIDERATION for the rights herein granted, the said SOUTH-CENTRAL RURAL ELECTRIC COOPERATIVE, INC., by its acceptance hereof, for itself and its successors and together with attorney fees and costs of obtaining court order therefor, assigns, hereby agrees to pay the sum of Five Hundred (\$500.00) Dollars to be paid when easement is passed by the Probate Court, signed and delivered.

IN WITNESS WHEREOF, We have hereunto set our hands this 5th day of November, 1952.

Signed and acknowledged
in presence of:

Phyllis Tigner
Phyllis Tigner

Robert U. Hastings
Robert U. Hastings

STATE OF OHIO)
) SS:
FAIRFIELD COUNTY)

Esther I. Watson Gdm of McKinley M. Watson
Esther I. Watson

BE IT REMEMBERED that on the 5th day of November, 1952, personally appeared before me, a Notary Public in and for said county, the above named Esther I. Watson, Guardian of McKinley M. Watson and Esther I. Watson, his wife, who acknowledged that they did sign the instrument herein, and the same is their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notarial Seal
For the State of Ohio.

Robert U. Hastings
Robert U. Hastings, Notary Public

RECEIVED FOR RECORD: FEBRUARY 19, 1953.

AT: 11:43 O'CLOCK A.M.

RECORDED: FEBRUARY 19, 1953.

ATTEST: Chas. C. Cleveland, Jr. R.F.C.



| DATE | DOCUMENT ID | DESCRIPTION | FILING | EXPED | CERT | COPY |
|------------|--------------|-------------------------|---------|-------|------|------|
| 05/04/2020 | 202012501678 | Bulk Agent Change (BAP) | 7830.00 | 0.00 | 0.00 | 0.00 |

Receipt

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

CARLILE PATCHEN & MURPHY LLP
MICHELLE GOODWIN, PARALEGAL
366 EAST BROAD STREET
COLUMBUS, OH 43215

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose

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

CPM STATUTORY AGENT CORP.

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

Document(s)

Bulk Agent Change

Document No(s):

202012501678**Effective Date: 04/30/2020**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
4th day of May, A.D. 2020.

Ohio Secretary of State

Form 526 Prescribed by:



Toll Free: 877.767.3453
 Central Ohio: 614.466.3910
OhioSoS.gov
business@OhioSoS.gov
 File online or for more information: OhioBusinessCentral.gov

Mail this form to one of the following:

Regular Filing (non expedite)
 P.O. Box 1329
 Columbus, OH 43216

Expedite Filing (Two business day processing time.
 Requires an additional \$100.00)
 P.O. Box 1390
 Columbus, OH 43216

For screen readers, follow instructions located at this path.

Multiple Agent Name and Address Change

Form Must Be Typed

RECEIVED

APR 07 2020

(1) Change Agent name or address for
 entities listing the agent indicated below
 as current Statutory Agent.



Filing Fee \$125.00 plus \$3.00 for each change

(2) Request to standardize name and/or
 address for Statutory Agent on record.



Filing Fee \$125.00

SECRETARY OF STATE

****Note: This form may not be used to appoint a new statutory agent. See instructions for more information.**

Current Agent Name CPM Statutory Agent Corp.

Note: If box 2 is checked, please provide each variation of the name on this line or as an attachment.

Current Agent's Address

Mailing Address 366 East Broad Street

City Columbus

State Ohio

ZIP Code 43215

Please note that the name of the agent can only be changed if: (1) The person who is agent has legally changed their name; or (2) the Agent is a corporation whose name has been legally changed on record with the Secretary of State's office.

Agent's New (legally changed) Name (if applicable)

Registrant's New Address (if applicable)

950 Goodale Blvd., Suite 200

City Columbus

State Ohio

ZIP Code 43212

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

I hereby agree to pay the required fees associated with this two step process.

Two separate payments are required. The initial payment is \$125.00 which covers the cost of the service and the list generated. Upon reviewing the list, a second payment is due which is a fee of \$3.00 for every entity name/address being changed. The list must be returned within 30 days or the list is outdated, and the process must start over.



Authorized Signature

Michael A. Smith

Print Name

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

I hereby request the Secretary of State to standardize the name and address for the Statutory Agent indicated on page 1 as shown. I acknowledge that entities containing an agent address that are not a variation of the above address will not be changed. I also hereby request that the Secretary of State use the above address for future filings that name the above corporation or person as agent. I agree to use the assigned number issued by the Secretary of State to assist in the standardization process.

Authorized Signature

Print Name



Prescribed by
Bob Taft, Secretary of State
30 East Broad St. 14th Floor
Columbus, Ohio 43266-0418
Form CLP (July 1994)

RECEIVED
SECRETARY OF STATE

Approved _____
Date 2000 NOV -3 AM 10:25
Fee \$85.00*

CLIENT SERVICE CENTER

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership in accordance with Ohio Revised Code Chapter 1782, do hereby certify as follows:

1. The name of the limited partnership shall be:

THE EICHHORN LIMITED PARTNERSHIP

2. The address of the principal place of business of the partnership shall be:

**5345 Bixby Road
Canal Winchester, Ohio 43110**

3. The name and address of the limited partnership's agent for service of process in Ohio is:

**CPM Statutory Agent Corp.
366 East Broad Street
Columbus, Ohio 43215**

4. The name and business or residence address of each GENERAL PARTNER is:

**Marian L. Eichhorn
5345 Bixby Road
Canal Winchester, OH 43110**

**Phillip E. Eichhorn
8865 Diley Road
Canal Winchester, OH 43110**

**Stephen H. Eichhorn
2990 Canal Drive
Millersport, OH 43046**

5. The undersigned hereby certify that this limited partnership has been in existence since (N/A), and that this certificate is being filed solely to comply with Ohio Revised Code Section 1782.83(A)(1).

The foregoing item 5 is to be completed, and is applicable ONLY IF the subject limited partnership was in existence prior to July 1, 1994. If not applicable, please insert "N/A" in the blank designated for the pre-existing date.



| | | | | | | | |
|------------|--------------|---------------------------|--------|-------|---------|------|------|
| DATE: | DOCUMENT ID | DESCRIPTION | FILING | EXPED | PENALTY | CERT | COPY |
| 11/15/2000 | 200031901526 | LIMITED PARTNERSHIP (CLP) | 85.00 | .00 | .00 | .00 | .00 |

Receipt

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

CARLIE, PATCHEN & MURPHY
366 E. BROAD STREET
COLUMBUS, OH 43215

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1191180

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

EICHHORN LIMITED PARTNERSHIP

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

Document(s)

LIMITED PARTNERSHIP

Document No(s):

200031901526



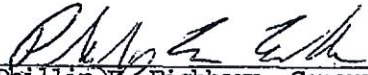
United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 3rd day of November,
A.D. 2000.

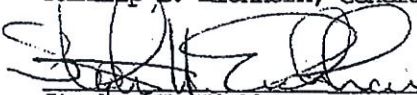
J. Kenneth Blackwell
Ohio Secretary of State

6. Other provisions: None.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this 1st day of November, 2000.


Phillip E. Eichhorn, General Partner


Marian L. Eichhorn, General Partner

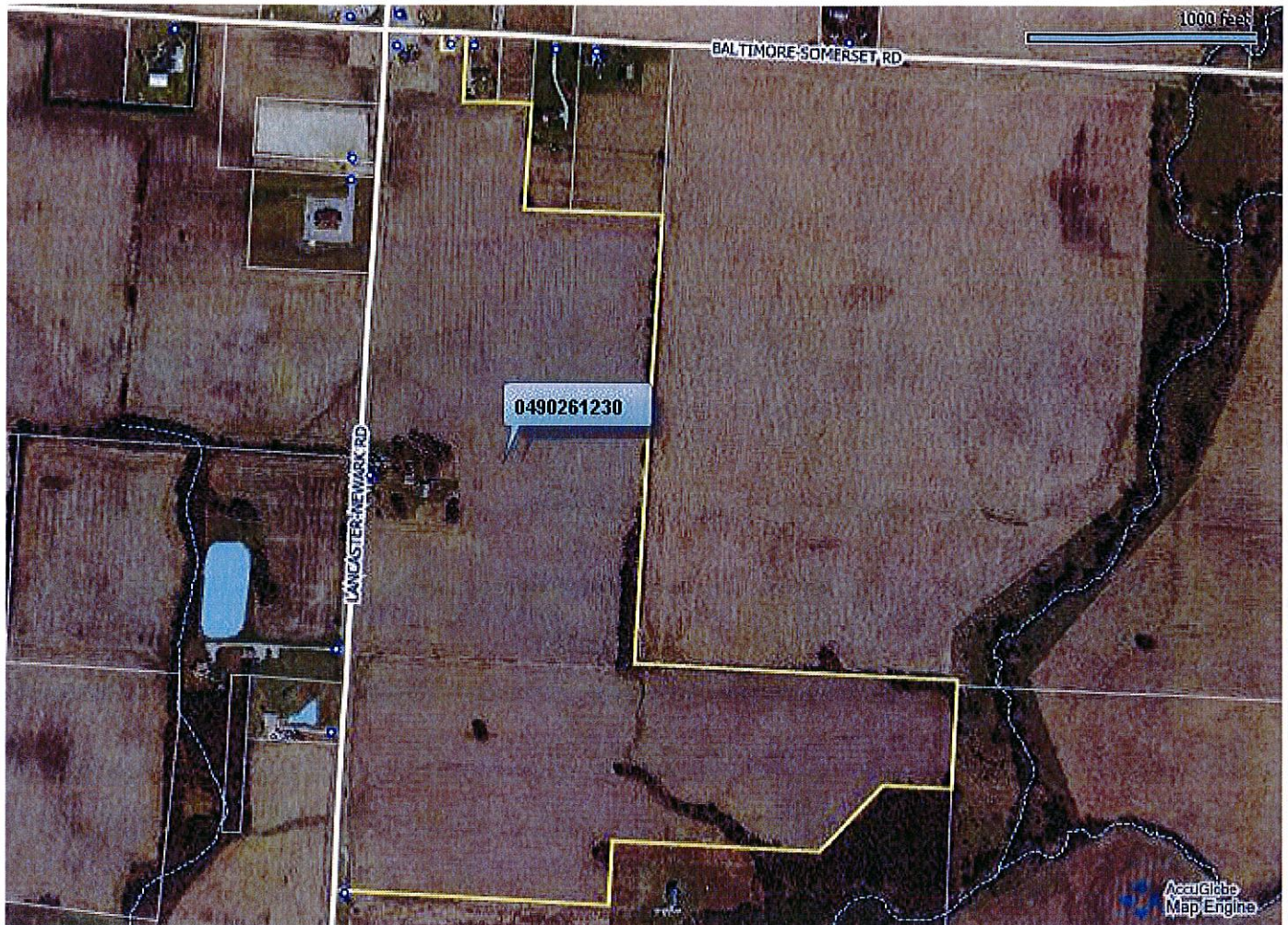

Stephen H. Eichhorn, General Partner

INSTRUCTIONS

1. Pursuant to ORC 1782.02, the name of the limited partnership must include the words "Limited Partnership", "L.P.", "Limited", or "Ltd.", and shall NOT contain the name of a limited partner unless either of the following are true:
 - a. It is also the name of a general partner;
 - b. the business of the limited partnership had been carried on under that name before the admission of that limited partner.
2. Pursuant to ORC 1782.01(H), a limited partnership must be created by a minimum of two persons. The certificate must be signed by all General Partners.
3. *If this certificate of limited partnership is being filed solely to comply with the provisions of Ohio Revised Code Section 1782.63(A)(1), then no filing fee is required.

[Ohio Revised Code Section 1782.08]

Fairfield County GIS



Notes

PCL 001 SH1, 2 EICHORN LIMITED PARTNERSHIP 113.854
1740 Lancaster-Granville Road

James N. Bahnsen, Treasurer of Fairfield County

210 EAST MAIN STREET, RM 206
LANCASTER, OH 43130
PHONE (740) 652-7140


REAL PROPERTY
2ND HALF 2020
Due 7/15/2021

| | | | | | | | | | |
|--|--------------|--|------------|----------|------|------|-------|--------|--------|
| PARCEL LOCATION: 7640 LANCASTER-NEWARK RD NE | | PARCEL ID: 0490261230 | | | | | | | |
| EICHHORN LIMITED PARTNERSHIP 1410 PLEASANTVILLE RD NE PLEASANTVILLE OH 43148 | | TAX DISTRICT: 049 - WA TWP-LUTLSD OWNER NAME: EICHHORN LIMITED PARTNERSHIP STUB: 4032592 LEGAL: R 18 T 16 S 29 SW NW | | | | | | | |
| Gross Tax Rate | 67.800000 | Acres | 113.8500 | | | | | | |
| Reduction Factor | 0.334145 | Class | A | | | | | | |
| Effective Tax Rate | 45.144970 | Land Use Code | 111 | | | | | | |
| TAX VALUES | | CURRENT TAX DISTRIBUTION | | | | | | | |
| Gross Taxes | \$6,787.46 | Fairfield County | \$956.72 | | | | | | |
| Reduction Factor | (\$2,267.98) | Walnut Twp | \$877.03 | | | | | | |
| Subtotal | \$4,519.48 | Lbrty Un-Thurston Lsd | \$2,048.32 | | | | | | |
| Non-business Credit | (\$387.92) | Eastland Jvs | \$179.78 | | | | | | |
| Owner Occupancy Credit | \$0.00 | F Co District Library | \$41.51 | | | | | | |
| Homestead Reduction | \$0.00 | Fairfield Co Park District | \$28.20 | | | | | | |
| CAUV Recoupment | \$0.00 | | | | | | | | |
| Farm Rollback | \$0.00 | | | | | | | | |
| Curr FULL Taxes | \$4,131.56 | | | | | | | | |
| Curr FULL Assessments | \$0.00 | | | | | | | | |
| Curr FULL Taxes + Asmts | \$4,131.56 | Special Assessment | | | | | | | |
| Curr HALF Taxes | \$0.00 | | | | | | | | |
| Curr HALF Assessments | \$0.00 | | | | | | | | |
| Curr HALF Taxes + Asmts | \$2,065.78 | | | | | | | | |
| Penalties | \$0.00 | Total | \$4,131.56 | | | | | | |
| Interest | \$0.00 | | | | | | | | |
| Adjustments | \$0.00 | | | | | | | | |
| Delinquent General Taxes | \$0.00 | | | | | | | | |
| Delinquent Assessments | \$0.00 | | | | | | | | |
| Delinquent Adjustments | \$0.00 | | | | | | | | |
| Omitted Taxes | \$0.00 | | | | | | | | |
| | | CREDIT CARD PAYMENTS | | | | | | | |
| | | Online at http://www.co.fairfield.oh.us/treasurer. Fairfield County does not collect/retain the fee charged. | | | | | | | |
| FULL YEAR TOTAL | \$4,131.56 | | | | | | | | |
| PAYMENTS | \$2,065.78 | | | | | | | | |
| OTHER CREDITS | \$0.00 | | | | | | | | |
| HALF YEAR DUE | \$0.00 | | | | | | | | |
| FULL YEAR DUE | \$2,065.78 | | | | | | | | |
| TaxBill prepared on: | 7/29/2021 | Return bottom portion with payment. | | | | | | | |
| | | APPRaised VALUE Land 687,690 Improvement 118,280 Total 805,970 | | | | | | | |
| | | TAXABLE VALUE Land 58,710 Improvement 41,400 Total 100,110 | | | | | | | |
| | | OTHER VALUES Homestead CAUV Value 167,740 TIF Value 0 | | | | | | | |
| | | SPECIAL ASSESSMENT <table border="1"> <tr> <td>Project:</td> <td>Delq</td> <td>Curr</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$0.00</td> </tr> </table> | | Project: | Delq | Curr | Total | \$0.00 | \$0.00 |
| Project: | Delq | Curr | | | | | | | |
| Total | \$0.00 | \$0.00 | | | | | | | |
| | | TO AVOID A 10% PENALTY PAY ON OR BEFORE 7/15/2021 If you need a stamped receipt, return entire bill with a self-addressed stamped envelope. No receipt will be returned unless requested. YOUR RETURNED CHECK IS YOUR RECEIPT | | | | | | | |

James N. Bahnsen, Treasurer of Fairfield County

210 EAST MAIN STREET, RM 206
LANCASTER, OH 43130
PHONE (740) 652-7140

REAL PROPERTY
2ND HALF 2020
DUE 7/15/2021

| | | |
|--|---|--|
| OWNER: EICHHORN LIMITED PARTNERSHIP | MAKE CHECK PAYABLE TO James N. Bahnsen, Fairfield County Treasurer | |
| TAXBILL PREPARED ON: 7/29/2021 | PARCEL ID: 0490261230  | |
| EICHHORN LIMITED PARTNERSHIP 1410 PLEASANTVILLE RD NE PLEASANTVILLE OH 43148 | PAY THIS AMOUNT AMOUNT DUE: \$2,065.78  | |

0490261230000000000000002065782

100% APPRAISED VALUE

The Market Value (Sale Value) of property. This is determined by statutory reappraisal done by the County Auditor once every six years. Equalization adjustments are made in the third year following reappraisals.

35% TAXABLE VALUE

In Ohio, real property taxes are levied against the Assessed Value or 35% of the Market Value of the property.

NON-BUSINESS CREDIT

Tax relief measure adopted by state legislature (1971), modified in 2013, which provides tax relief to qualified levies. The rollback is applicable to residential real property tax bills annually.

OWNER OCCUPANCY CREDIT

Applicable to owner occupied homes granted by state legislature (1979), modified in 2013, to qualified levies.

NOTICE: If the taxes charged against this parcel have been reduced by the Owner Occupancy Credit for residences occupied by the owner, but the property is not a residence occupied by the owner, the owner must notify the county auditor's office not later than March 31 of the year following the year for which taxes are due. Failure to do so may result in the owner being convicted of a fourth degree misdemeanor, which is punishable by imprisonment up to 30 days, a fine up to \$250, or both, and in the owner having to repay the amount by which the taxes were erroneously or illegally reduced, plus any interest that may apply.

If the taxes charged against this parcel have not been reduced by the Owner Occupancy Credit and the parcel includes a residence occupied by the owner, the parcel may qualify for the tax reduction. To obtain an application for the tax reduction or further information, the owner may contact the county auditor's office at — 210 E Main St., Lancaster, OH 43130 or phone 740-652-7020.

SPECIAL ASSESSMENT Added for such items as street lighting, water, sewer, etc.

RECEIPT

If you need a stamped receipt, return the entire bill with a self-addressed stamped envelope. No receipt will be returned unless requested.

Your Cancelled Check is a Valid Receipt.

PLEASE CHANGE ADDRESS TO:

Parcel(s) _____

Name _____

Street Address _____

City _____

State _____ Zip Code _____

Home Phone No. _____

Daytime Phone No. _____

MILL

Tax rates are computed in mills. A mill is \$1 for each \$1,000 of taxable value.

REDUCTION FACTOR

Maintains the existing level of taxes paid on voted millage. The taxing district collects the same amount of revenue that was voted regardless of increased property values, except for added value from new construction.

COUNTY TREASURER

To request a tax bill or change of address form 740-652-7140
Delinquent Taxes 740-652-7140
Website: www.co.fairfield.oh.us/treasurer

COUNTY AUDITOR

Change in tax valuation; Owner Occupancy Credit;
Current Agricultural Use Valuation; Tax rates;
Destroyed property form; Special assessments;
Homestead Reduction & Forestry Program 740-652-7030

NOTICE: If taxes are not paid within one year from the date they are due, the property is subject to foreclosure for tax delinquency.

PENALTY NOTICE: Payment received by mail must bear U.S. Postal service postmark no later than the due date or a statutory late payment penalty of 1/2 of 10% is charged for the first 10 days after due date. Full 10% penalty thereafter.

NOTICE:

If you or a member of your dependent family is in the National Guard or Reserve Military and have been activated, you might qualify for an extension of time to pay your taxes. Please call our office for details.



To Pay by Credit Card or Electronic Check
Visit : <http://www.co.fairfield.oh.us/TREASURER/>

For credit card payments by phone
Call: (866) 874-1680

POINT AND PAY CHARGES
Credit Card Payment Fees
2.5% or a minimum of \$2.50
E-Checks Payment Fees
\$1.00 Flat Fee