

TITLE REPORT

C/R/S MUS-376-5.09

PARCEL 012-T

PID 115989

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
Peter Cherevas	Single	Fee Simple

Mailing Address: 8480 Imlay Rd
Blue Rock, OH 43720

Phone Number 740-280-0979
614-806-9334
614-751-0309

Property Address: Rockville Rd
Blue Rock, OH 43720

(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 County of Muskingum, in the State of Ohio, and in the Township of Blue Rock and bounded and described as follows:

Being a part of the east half of Section 20 in the Quarter Township 3, Township 12, Range 12 bounded and described as follows:

Beginning at a stone found at the south east corner of the Northeast Quarter of Section 20, thence along the East line Section 20 South 0 ° 07 minutes 17 seconds West 951.58 feet to an iron pin; thence North 62 ° 52 minutes 19 seconds West 350.00 feet to an iron pin; thence South 0 ° 05 minutes 28 seconds East 300.00 feet to a point in the center of State Route #376 (Rockville Road); thence along the center of said State Route #376 the following ten (10) courses and distances, North 51 ° 38 minutes 36 seconds West 155.0 feet to a point; thence North 42 ° 28 minutes 09 seconds West 178.7 feet to a point; thence North 39 ° 41 minutes 56 seconds West 264.37 feet to a point; thence North 39 ° 08 minutes 38 seconds West 172.60 feet to a point; thence North 27 ° 04 minutes 09 seconds West 161.78 feet to a point; thence North 19 ° 43 minutes 36 seconds West 154.80 feet to a point; thence North 14 ° 16 minutes 02 seconds 152.35 feet to a point; thence North 6 ° 13 minutes 17 seconds West 147.05 feet to a point; thence North 3 ° 54 minutes 12 seconds East 148.63 feet to a point; thence North 9 ° 44 minutes 36 seconds East 147.79 feet to a point; thence leaving said centerline North 65 ° 48 minutes 34 seconds West 87.87 feet to an iron pin; thence North 16 ° 07 minutes 13 seconds East 365.96 feet to an iron pin found; thence South 74 ° 35 minutes 08 seconds 400.00 feet to an iron pin found; thence North 16 ° 26 minutes 41 seconds East 375.0 feet to an iron pin found; thence South 66 ° 16 minutes 43 seconds East 259.38 feet to point in the center of Buttermilk Road; thence along the center of Buttermilk Road South 64 ° 47 minutes 26 seconds East 252.33 feet to a railroad spike driven in said road; thence leaving said road along the east line of said Section 20 South 0 ° 07 minutes 17 seconds West 779.60 feet to the place of beginning, containing thirty five and eight one hundredths (35.81) acres, more or less, Subject to the easements of the State Route 376 and Buttermilk Road.

Less and Excepting the Following described Real Estate:

Being a part of the east half of Section 20 in the Quarter Township 3, Township 12, Range 12 bounded and described as follows...
...0.624 acres

Current Deed Reference: Vol 2965, Pg 883-886. Recorded at the Muskingum County Recorder's Office.
APN: 06-42-02-58-000

(3-A) MORTGAGES, LIENS AND ENCUMBRANCES

Name & Address & Phone Number	Date Filed	Amount & Type of Lien
Mortgagor: Bruner Land Company, Inc P.O. Box 98, Byesville, OH 43723 Bk 2965, Pg 887-900	01/06/2021	\$51,500.00/Mortgage with Protected Covenants

To

Mortgagee: Peter Cherevas
8480 Imlay Rd,
Blue Rock, OH 43720

MORTGAGE RELEASE:
BRUNER LAND COMPANY, INC., an Ohio corporation

RELEASES	07/12/2022	MORTGAGE RELEASE
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Peter Cherevas
8480 Imlay Road
Blue Rock, OH 43720

Recorded in BK 3089, Page 700, Inst# 202200007658
Records of Muskingum County, Ohio Recorder's Office

(3-B) LEASES

Name & Address	Commercial/Residential	Term
Lessor: Marjorie J. Gregg Rockville Rd, Blue Rock, OH 43720 To Lessee: The Clinton Oil Company 4770 Indianola Avenue, P.O. Box 14981, Columbus, OH 43214 Reference: Vol 17, Page 327 Date Recorded: 09/18/1984	Commercial	Two Years
Lessor: Marjorie J. Gregg Rockville Rd, Blue Rock, OH 43720 To Lessee: The Clinton Oil Company 4770 Indianola Avenue, P.O. Box 14981, Columbus, OH 43214 Reference: Vol 209, Page 157 Dated: 08/12/1981	Extension on Lease	Six Months

(3-C) EASEMENTS

Name & Address	Type
Grantor: Marjorie J. Gregg 1575 Bowers Lane, Apt. A5, Zanesville, OH 43701	
Perry Shilling 5310 Milford Dr, Zanesville, OH 43701	
Marlene Riggs 2360 Adamsville Road, Zanesville, OH 43701	
Marsha Campbell 4280 Center Road, Zanesville, OH 43701	
Randy Shilling 425 Meadow Lane, Zanesville, OH 43701	Right of Way- Sewage Easement
To	
Grantee: Board of County Commissioners of Muskingum County 401 Main St, Zanesville, OH 43701 Reference: Book 1647, Page 926 <i>Date Recorded: 02/22/2002</i>	
GRANTOR: Board of County Commissioners of Muskingum County 401 Main St, Zanesville, OH 43701 Reference: Book 959, Page 237, <i>Dated: 12/12/1985</i>	
To	
GRANTEES: Marjorie J. Gregg Russell E. Schilling Marjorie Schilling Donald K. Schilling Marjorie K. Schilling Carl L Riggs Marlene A. Riggs	Release of Easement
Grantor:	
Marjorie J. Gregg Russell E. Schilling Marjorie Schilling Donald K. Schilling Marjorie K. Schilling Carl L Riggs Marlene A. Riggs Equal undivided interests	Roadway ROW 20' wide
To	
GRANTEE Board of County Commissioners of Muskingum County	

Recorded in VOL 919, Pg 257-258 Judgment Entry recorded 05/11/1984

Grantor:
Jesse and Lori Fenton

To

Grantee:
The Ohio Fuel Company
P.O. Box 2318
Columbus, OH 43216
Volume 505, Page 496, Dated: 01/31/1961

Right of Way - Gas
Sections 1-36

Grantor:
Mose M. Coleman

To:

Grantee:
The Ohio Power Company
P.O. Box 911,
Newark, OH 43055
Volume 378, Page 374. Date Recorded 05/21/1951

Easement - Electric
Sections 16-21

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

On Deed Vol 2486 Pg 728, Grantor should say an instead of and. Protective Covenant on Deed BK 2965, Page 886.

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

County: Muskingum Township: Blue Rock School District: Franklin LSD

AUD. PAR. NO(S)	Land (100%)	Building (100%)	Total (100%)	Taxes
06-42-02-58-000	<u>\$101,400.00</u>	<u>\$0.00</u>	<u>\$101,400.00</u>	<u>\$1,176.08 (1st Half Paid)</u>

(6) CAUV (Current Agricultural Use Value)

Is the property under the CAUV Program: Yes: No:

Comments:

This Title Report covers the time period from 5/2/1924 to 5/10/2023. 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) 012-T and presently standing in the name of Peter Cherevas as the same are entered upon the several public records of Muskingum County.

Date & Time 05/08/2023 @ 7:59AM (am/pm)

Signed SIGNED

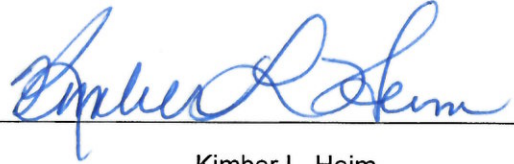
Print Name Jacob Bailey

UPDATE TITLE BLOCK

This Title Report covers the time period from 5/8/2023 to 1/9/2024. 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 know by the undersigned pertaining to Parcel(s) 012-T and presently standing in the name of Peter Cherevas as the same are entered upon the several public records of Muskingum County.

Date & Time 01/09/2024 9:30 AM (am/pm)

Signed



Print Name

Kimber L. Heim

Comments from the agent who prepared the Title Update

UPDATE TITLE BLOCK

This Title Report covers the time period from 1/9/2024 to _____. 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 know by the undersigned pertaining to Parcel(s) 012-T and presently standing in the name of Peter Cherevas as the same are entered upon the several public records of Muskingum County.

Date & Time _____ (am/pm)

Signed _____

Print Name _____

Comments from the agent who prepared the Title Update

UPDATE TITLE BLOCK

This Title Report covers the time period from _____ to _____. 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 know by the undersigned pertaining to Parcel(s) 012-T and presently standing in the name of Peter Cherevas as the same are entered upon the several public records of Muskingum County.

Date & Time _____ (am/pm)

Signed _____

Print Name _____

Comments from the agent who prepared the Title Update

DIST 05 CRS MUS-376-5.09

PARCEL 012-T

PID 115989

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Bruner Land Company, Inc, an Ohio Corporation	Peter Cherevas	01/04/2021	01/06/2021 @ 12:47PM	Vol 2965, Pg 883-886	\$228.00	General Warranty Deed
<p>Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock and bounded and described as follows:</p> <p>Being a part of the east half of Section 20 in the Quarter Township 3, Township 12, Range 12 bounded and described as follows: Beginning at a stone found at the south east corner of the Northeast Quarter of Section 20, thence along the East line Section 20 South 0° 07 minutes 17 seconds West 951.58 feet to an iron pin; thence North 62° 52 minutes 19 seconds West 350.00 feet to an iron pin; thence South 0° 05 minutes 28 seconds East 300.00 feet to a point in the center of State Route #376 (Rockville Road); thence along the center of said State Route #376 the following ten (10) courses and distances: North 51° 38 minutes 36 seconds West 155.0 feet to a point; thence North 42° 28 minutes 09 seconds West 178.7 feet to a point; thence North 39° 41 minutes 56 seconds West 264.37 feet to a point; thence North 39° 08 minutes 38 seconds West 172.60 feet to a point; thence North 27° 04 minutes 09 seconds West 161.78 feet to a point; thence North 19° 43 minutes 36 seconds West 154.80 feet to a point; thence North 14° 16 minutes 02 seconds West 152.35 feet to a point; thence North 6° 13 minutes 17 seconds West 147.05 feet to a point; thence North 3° 54 minutes 12 seconds East 148.63 feet to a point; thence North 9° 44 minutes 36 seconds East 147.79 feet to a point; thence leaving said centerline North 65° 48 minutes 34 seconds West 87.87 feet to an iron pin; thence North 16° 07 minutes 13 seconds East 365.96 feet to an iron pin found; thence South 74° 35 minutes 08 seconds east 400.00 feet to an iron pin found; thence North 16° 26 minutes 41 seconds East 375.0 feet to an iron pin found; thence South 66° 16 minutes 43 seconds East 259.38 feet to point in the center of Buttermilk Road; thence along the center of Buttermilk Road South 64° 47 minutes 26 seconds East 252.33 feet to a railroad spike driven in said road; thence leaving said road and along the east line of said Section 20 South 0° 07 minutes 17 seconds West 779.60 feet to the place of beginning; containing thirty five and eight one hundredths (35.81) acres, more or less, Subject to the easements of the State Route 376 and Buttermilk Road.</p> <p>Less and Excepting the Following described Real Estate: Being a parcel of land located in the Northeast Quarter of Section No. 20, Township No. 12, Range No. 12, Blue Rock Township, Muskingum County, Ohio.</p> <p>Commencing at the southeast corner of said northeast quarter; thence along the east line north 89° 52' 43" west 978.08 feet to a point in the center of State Route 376 and the point of beginning; thence from this point of beginning and leaving said State Route north 65° 48' 34" west 87.87 feet to an iron pin (FD) (reference; passing an iron (set) at 25.07 feet); thence north 16° 07' 13" east 365.95 feet to an iron pin (FD); thence south 74° 35' 08" east 63.12 feet to the center of said State Route 376 (reference; iron pin (set) at 30.72 feet). NOTE: next (3) courses along State Route 376; south 14° 18' 37" west 50.67 feet; south 12° 51' 06" west 222.75 feet, south 10° 57' 25" west 106.47 feet to the place of beginning containing 0.624 of an acre in all. (Transferred to the Township of Blue Rock, Muskingum County, OH Remaining Acreage: 35.19</p> <p>Oil and Gas reserved to Oisego Company limited, with 13 protective covenants</p> <p>Prior Deed Reference: Vol 2486, Pgs 728-743 and VOL 2479, Pgs 869-883</p>						

DIST 05 CRS MUS-376-5.09

PARCEL 012-T

PID 115989

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Ousego Company, Ltd, and Ohio Limited Liability Company	Bruner Land Company, Inc, an Ohio Corporation	07/02/2013	08/14/2013 @ 10:10AM	Bk 2486, Pg 728-743	\$561.00	General Warranty Deed
<p>Parcels 1-4 Not in Take</p> <p>SUBJECT PARCEL: Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock and bounded and described as follows:</p> <p>Being a part of the east half of Section 20 in the Quarter Township 3, Township 12, Range 12 bounded and described as follows: Beginning at a stone found at the south east corner of the Northeast Quarter of Section 20, thence along the East line Section 20 South 0° 07 minutes 17 seconds West 951.58 feet to an iron pin; thence North 62° 52 minutes 19 seconds West 350.00 feet to an iron pin; thence South 0° 05 minutes 28 seconds East 300.00 feet to a point in the center of State Route #376 (Rockville Road); thence along the center of said State Route #376 the following ten (10) courses and distances, North 51° 38 minutes 36 seconds West 155.0 feet to a point; thence North 42° 28 minutes 09 seconds West 178.7 feet to a point; thence North 39° 41 minutes 56 seconds West 264.37 feet to a point; thence North 39° 08 minutes 38 seconds West 172.60 feet to a point; thence North 27° 04 minutes 09 seconds West 161.78 feet to a point; thence North 19° 43 minutes 36 seconds West 154.80 feet to a point; thence North 14° 16 minutes 02 seconds 152.35 feet to a point; thence North 6° 13 minutes 17 seconds West 147.05 feet to a point; thence North 3° 54 minutes 12 seconds East 148.63 feet to a point; thence North 9° 44 minutes 36 seconds East 147.79 feet to a point; thence leaving said centerline North 65° 48 minutes 34 seconds West 87.87 feet to an iron pin; thence North 16° 07 minutes 13 seconds East 365.96 feet to an iron pin found; thence South 74° 35 minutes 08 seconds 400.00 feet to an iron pin found; thence North 16° 26 minutes 41 seconds East 375.0 feet to an iron pin found; thence South 66° 16 minutes 43 seconds East 259.38 feet to point in the center of Buttermilk Road; thence along the center of Butter Milk Road South 64° 47 minutes 26 seconds East 252.33 feet to a railroad spike driven in said road; thence leaving said road along the east line of said Section 20 South 0° 07 minutes 17 seconds West 779.60 feet to the place of beginning, containing thirty five and eight one hundredths (35.81) acres, more or less. Subject to the easements of the State Route 376 and Buttermilk Road.</p> <p>Less and Excepting the Following described Real Estate: Being a part of the east half of Section 20 in the Quarter Township 3, Township 12, Range 12 bounded. Commencing at the southeast corner of said northeast quarter; thence along the east line north 89° 52' 43" west 978.08 feet to a point in the center of State Route 376 and the point of beginning; thence from this point of beginning and leaving said State Route north 65° 48' 34" west 87.87 feet to an iron pin (FD) (reference); passing an iron (set) at 25.07 feet); thence north 16° 07' 13" east 365.95 feet to an iron pin (FD); thence south 74° 35' 08" east 63.12 feet to the center of said State Route 376 (reference); iron pin (set) at 30.72 feet). NOTE: next (3) courses along State Route 376; south 14° 18' 37" west 50.67 feet; south 12° 51' 06" west 222.75 feet; south 10° 57' 25" west 106.47 feet to the place of beginning containing 0.624 of an acre in all.</p> <p>Remaining Acreage: 35.19</p> <p>Prior Deed Reference: Vol 2377, Pg 114</p>						

DIST 05 CRS MUS-376-5.09

PARCEL 012-T

PID 115989

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Wilcox Land Finance Company, LLC, an Ohio Limited Liability Company	Ossego Company, Ltd, and Ohio Limited Liability Company	12/23/2011	01/18/2012 @ 3:47PM	Vol 2377, Pg 114-121	\$924.00	General Warranty Deed
<p>Tract I: Not in Take</p> <p>Tract II: Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock and bounded and described as follows:</p> <p>Being a part of the east half of Section 20 in the Quarter Township 3, Township 12, Range 12 bounded and described as follows: Beginning at a stone found at the southeast corner of the Northeast Quarter of Section 20, thence along the East line Section 20 South 0 degrees 07 minutes 17 seconds West 951.58 feet to an iron pin; thence North 62 degrees 52 minutes 19 seconds West 350.00 feet to an iron pin; thence South 0 degrees 05 minutes 28 seconds East 300.00 feet to a point in the center of State Route #376 (Rockville Road); thence along the center of said State Route #376 the following ten (10) courses and distances, North 51 degrees 38 minutes 36 seconds West 155.0 feet to a point; thence North 42 degrees 28 minutes 09 seconds West 178.7 feet to a point; thence North 39 degrees 41 minutes 56 seconds West 264.37 feet to a point; thence North 39 degrees 08 minutes 38 seconds West 172.60 feet to a point; thence North 27 degrees 04 minutes 09 seconds West 161.78 feet to a point; thence North 19 degrees 43 minutes 36 seconds West 154.80 feet to a point; thence North 14 degrees 16 minutes 02 seconds 152.35 feet to a point; thence North 6 degrees 13 minutes 17 seconds West 147.05 feet to a point; thence North 3 degrees 54 minutes 12 seconds East 148.63 feet to a point; thence North 9 degrees 44 minutes 36 seconds East 147.79 feet to a point; thence leaving said centerline North 65 degrees 48 minutes 34 seconds West 87.87 feet to an iron pin; thence North 16 degrees 07 minutes 13 seconds East 365.96 feet to an iron pin found; thence South 74 degrees 35 minutes 08 seconds 400.00 feet to an iron pin found; thence North 16 degrees 26 minutes 41 seconds East 375.0 feet to an iron pin found; thence South 66 degrees 16 minutes 43 seconds East 259.38 feet to point in the center of Buttermilk Road; thence along the center of Butter Milk Road South 64 degrees 47 minutes 26 seconds East 252.33 feet to a railroad spike driven in said road; thence leaving said road along the east line of said Section 20 South 0 degrees 07 minutes 17 seconds West 779.60 feet to the place of beginning, containing thirty five and eight one hundredths (35.81) acres, more or less, Subject to the easements of the State Route 376 and Buttermilk Road.</p> <p>Less and Excepting the Following described Real Estate: Being a parcel of land located in the Northeast Quarter of Section No. 20, Town no. 12, Range No. 1, Blue Rock Twp, Muskingum County, Ohio. Commencing at the southeast corner of said northeast quarter; thence along the east line north 00° 07' 17" west 348.44 feet; thence leaving said east line north 89° 52' 43" west 978.08 feet to a point in the center of State Route 376 and the point of beginning; thence from this point of beginning and leaving said State Route north 65° 48' 34" west 87.87 feet to an iron pin (FD) (reference: passing an iron (set) at 25.07 feet); thence north 16° 07' 13" east 365.95 feet to an iron pin (FD); thence south 74° 35' 08" east 63.12 feet to the center of said State Route 376 (reference: iron pin (set) at 30.72 feet). NOTE: next (3) courses along State Route 376; south 14° 18' 37" west 50.67 feet; south 12° 51' 06" west 222.75 feet; south 10° 57' 25" west 106.47 feet to the place of beginning containing 0.624 of an acre in all.</p> <p>Remaining Acreage: 35.19</p> <p>Prior Deed Reference: Bk 2361, Pgs 663-668</p>						

DIST 05 CRS MUS-376-5.09

PARCEL 012-T

PID 115989

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Eric C. Woodrow and Deborah S. Woodrow, husband and wife	Wilcox Land Finance Company, LLC, an Ohio Limited Liability Company	08/31/2011	10/11/2011 @ 2:25PM	Bk 2361, Pg 663-668	\$975.00	General Warranty Deed
		<p>Tract One: Not in Take</p> <p>Tract Two: Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock and bounded and described as follows:</p> <p>Being a part of the east half of Section 20 in the Quarter Township 3, Township 12, Range 12 bounded and described as follows: Beginning at a stone found at the south east corner of the Northeast Quarter of Section 20, thence along the East line Section 20 South 0° 07 minutes 17 seconds West 951.58 feet to an iron pin; thence North 62° 52 minutes 19 seconds West 350.00 feet to an iron pin; thence South 0° 05 minutes 28 seconds East 300.00 feet to a point in the center of State Route #376 (Rockville Road); thence along the center of said State Route #376 the following ten (10) courses and distances, North 51° 38 minutes 36 seconds West 155.0 feet to a point; thence North 42° 28 minutes 09 seconds West 178.7 feet to a point; thence North 39° 41 minutes 56 seconds West 264.37 feet to a point; thence North 39° 08 minutes 38 seconds West 172.60 feet to a point; thence North 27° 04 minutes 09 seconds West 161.78 feet to a point; thence North 19° 43 minutes 36 seconds West 154.80 feet to a point; thence North 14° 16 minutes 02 seconds 152.35 feet to a point; thence North 6° 13 minutes 17 seconds West 147.05 feet to a point; thence North 3° 54 minutes 12 seconds East 148.63 feet to a point; thence North 9° 44 minutes 36 seconds East 147.79 feet to a point; thence leaving said centerline North 65° 48 minutes 34 seconds West 87.87 feet to an iron pin; thence North 16° 07 minutes 13 seconds East 365.96 feet to an iron pin found; thence South 74° 35 minutes 08 seconds 400.00 feet to an iron pin found; thence North 16° 26 minutes 41 seconds East 375.0 feet to an iron pin found; thence South 66° 16 minutes 43 seconds East 259.38 feet to point in the center of Buttermilk Road; thence along the center of Butter Milk Road South 64° 47 minutes 26 seconds East 252.33 feet to a railroad spike driven in said road; thence leaving said road along the east line of said Section 20 South 0° 07 minutes 17 seconds West 779.60 feet to the place of beginning, containing thirty five and eight one hundredths (35.81) acres, more or less, Subject to the easements of the State Route 376 and Buttermilk Road.</p> <p>Less and Excepting the Following described Real Estate: Being a part of the east half of Section 20 in the Quarter Township 3, Township 12, Range 12 bounded. Commencing at the southeast corner of said northeast quarter; thence along the east line north 89° 52' 43" west 978.08 feet to a point in the center of State Route 376 and the point of beginning; thence from this point of beginning and leaving said State Route north 65° 48' 34" west 87.87 feet to an iron pin (FD) (reference; passing an iron (set) at 25.07 feet); thence north 16° 07' 13" east 365.95 feet to an iron pin (FD); thence south 74° 35' 08" east 63.12 feet to the center of said State Route 376 (reference; iron pin (set) at 30.72 feet). NOTE: next (3) courses along State Route 376; south 14° 18' 37" west 50.67 feet; south 12° 51' 06" west 222.75 feet, south 10° 57' 25" west 106.47 feet to the place of beginning containing 0.624 of an acre in all.</p> <p>Remaining Acreage: 35.19</p>				
<p>Prior Deed Reference: Book 1833, Page 920-923</p>						

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 05 CRS MUS-376-5.09

PARCEL 012-T

PID 115989

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Ruth Ann Sweeney and Edwin D. Sweeney, her husband	Eric C. Woodrow and Deborah S. Woodrow	11/25/2003	01/12/2004 @ 2:36PM	Vol 1833, Pg 920-923	\$120.00	General Warranty Deed
Marlene A. Riggs and Carl L. Riggs, husband and wife		<i>First and Second Parcel: Old Survey</i>				
Perry Shilling, unmarried, Undivided 1/6 Interest		<i>New Survey SUBJECT PARCEL:</i>				
Marsha K. Campbell and Gary K. Campbell, her husband, 1/2 of 1/6 Interest		Situating in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock and bounded and described as follows: Being a part of the east half of Section 20 in the Quarter Township 3, Range 12 bounded and described as follows: Beginning at a stone found at the south east corner of the Northeast Quarter of Section 20, thence along the East line Section 20 South 0° 07 minutes 17 seconds West 951.58 feet to an iron pin; thence North 62° 52 minutes 19 seconds West 350.00 feet to an iron pin; thence South 0° 05 minutes 28 seconds East 300.00 feet to a point in the center of State Route #376 (Rockville Road); thence along the center of said State Route #376 the following ten (10) courses and distances, North 51° 38 minutes 36 seconds West 155.0 feet to a point; thence North 42° 28 minutes 09 seconds West 178.7 feet to a point; thence North 39° 41 minutes 56 seconds West 264.37 feet to a point; thence North 39° 08 minutes 38 seconds West 172.60 feet to a point; thence North 27° 04 minutes 09 seconds West 161.78 feet to a point; thence North 19° 43 minutes 36 seconds West 154.80 feet to a point; thence North 14° 16 minutes 02 seconds 152.35 feet to a point; thence North 6° 13 minutes 17 seconds West 147.05 feet to a point; thence North 3° 54 minutes 12 seconds East 148.63 feet to a point; thence North 9° 44 minutes 36 seconds East 147.79 feet to a point; thence leaving said centerline North 65° 48 minutes 34 seconds West 87.87 feet to an iron pin; thence North 16° 07 minutes 13 seconds East 365.96 feet to an iron pin found; thence South 74° 35 minutes 08 seconds 400.00 feet to an iron pin found; thence North 16° 26 minutes 41 seconds East 375.0 feet to an iron pin found; thence South 66° 16 minutes 43 seconds East 259.38 feet to point in the center of Buttermilk Road; thence along the center of Butter Milk Road South 64° 47 minutes 26 seconds East 252.33 feet to a railroad spike driven in said road; thence leaving said road along the east line of said Section 20 South 0° 07 minutes 17 seconds West 779.60 feet to the place of beginning, containing thirty five and eight one hundredths (35.81) acres, more or less, Subject to the easements of the State Route 376 and Buttermilk Road.				
Randal K. Shilling and Karen L. Shilling, his wife, 1/2 of 1/6 Interest		ROOT DEED				

TRANSFERRED
Jan 6 20 21
DEBRA J. NYE
AUDITOR, MUSKINGUM COUNTY, OHIO

000013

This Conveyance has been examined and the Grantor has complied with Section 519.202 of the Revised Code.
FEES 228.00
EXEMPT
DEBRA J. NYE COUNTY AUDITOR *JN*



Image ID: 000002357936 Type: OFF
Kind: DEEDS
Recorded: 01/06/2021 at 12:47:18 PM
Fee Amt: \$50.00 Page 1 of 4
Instr# 20210000202
Muskingum County
CINDY RODGERS County Recorder
BK **2965** PG **883**

General Warranty Deed

Bruner Land Company, Inc., an Ohio corporation, of Guernsey County, Ohio for valuable consideration paid, grant(s) with general warranty covenants, to Peter Cherevas, whose tax mailing address is 8480 Imlay Rd., Blue Rock, Ohio 43720 REAL PROPERTY: Situated in the County of Muskingum, in the State of Ohio and in the Township of Blue Rock.

For legal description see attached description

Parcel #: 06-42-02-58-000

Real Estate is being sold without any guarantee of specific zoning of building permits and health department approval of private septic systems and water well on the tract(s). Subject to all legal highways and to restrictions, reservations, leases, limitations and easements, if any, of record.

The property described is subject to the following covenants, conditions and restrictions attached hereto as Exhibit A and are to run with the land and be binding upon and inure to the benefit of all persons claiming title to said property and shall be effective henceforth.

Prior Instrument Reference: O.R. Vol. 2486 Pg. 728 of Muskingum County, Ohio & Volume 2479, Page 869

EXECUTED this 4 day of Jan, 2021.

Signed and acknowledged in presence of: Bruner Land Company, Inc.

By: *Douglas R Bruner*
Douglas R. Bruner, Vice President

State of Ohio County of Guernsey ss.

BE IT REMEMBERED, That on this 4 day of Jan, 2021 before me, the subscriber, a notary public in and for said state, personally came, Bruner Land Company, Inc., by Douglas R. Bruner, Vice President, the Grantor(s) in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed and voluntary act and deed of the corporation.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year aforesaid.

Karen Chapman

This instrument was prepared by Bruner Land Company, Inc.



Karen Chapman
Notary Public
In and For the State of Ohio
Recorded in Noble County
My Commission Expires
October 26, 2023

DESCRIPTION

APPROVED

By: *A.L. Swinehart*
10-5-2011 CLS



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Kind: DEEDS

Page 2 of 4

BK 2965 PG 884

Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock and bounded and described as follows:

Being a part of the east half of Section 20 in Quarter Township 3, Township 12, Range 12 bounded and described as follows:

Beginning at a stone found at the southeast corner of the Northeast Quarter of Section 20, thence along the East line Section 20 South 0 degrees 07 minutes 17 seconds West 951.98 feet to an iron pin; thence North 62 degrees 52 minutes 19 seconds West 350.0 feet to an iron pin; thence South 0 degrees 05 minutes 28 seconds East 300.0 feet to a point in the center of State Route #376 (Rockville Road); thence along the center of said State Route #376 the following ten (10) courses and distances, North 51 degrees 38 minutes 36 seconds West 155.0 feet to a point; thence North 42 degrees 28 minutes 09 seconds West 178.77 feet to a point; thence North 39 degrees 41 minutes 56 seconds West 264.37 feet to a point; thence North 39 degrees 08 minutes 38 seconds West 172.60 feet to a point; thence North 27 degrees 04 minutes 09 seconds West 161.78 feet to a point; thence North 19 degrees 43 minutes 36 seconds West 154.80 feet to a point; thence North 14 degrees 16 minutes 02 seconds West 152.35 feet to a point; thence North 6 degrees 13 minutes 17 seconds West 147.05 feet to a point; thence North 3 degrees 54 minutes 12 seconds East 148.63 feet to a point; thence North 9 degrees 44 minutes 36 seconds East 147.79 feet to a point; thence leaving said centerline North 65 degrees 48 minutes 34 seconds West 87.87 feet to an iron pin; thence North 16 degrees 07 minutes 13 seconds East 365.96 feet to an iron pin found; thence South 74 degrees 35 minutes 08 seconds East 400.0 feet to an iron pin found; thence North 16 degrees 26 minutes 41 seconds East 375.0 feet to an iron pin found; thence South 66 degrees 16 minutes 43 seconds East 259.38 feet to point in the center of Buttermilk Road; thence along the center of Buttermilk Road South 64 degrees 47 minutes 26 seconds East 252.33 feet to a railroad spike driven in said road; thence leaving said road and along the east line of said Section 20 South 0 degrees 07 minutes 17 seconds West 779.60 feet to the place of beginning, containing thirty-five and eighty-one hundredths (35.81) acres more or less, SUBJECT TO the easements of the State Route 376 and Buttermilk Road.

This description written from a survey made by L. Peter Dinan, Registered Surveyor #5451, December 17, 2003.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE:

Being a parcel of land located in the Northeast Quarter of Section No. 20, Township No. 12, Range No. 12, Blue Rock Township, Muskingum County, Ohio.

Commencing at the southeast corner of said northeast quarter; thence along the east line of said quarter north 00° 07' 17" west 348.44 feet; thence leaving said east line north 89° 52' 43" west 978.08 feet to a point in the center of State Route No. 376 and the point of beginning; thence from this point of beginning and leaving said State Route north 65° 48' 34" west 87.87 feet to an iron pin (FD) (reference: passing an iron (set) at 25.07 feet); thence north 16° 07' 13" east 365.95 feet to an iron pin (FD); thence south 74° 35' 08" east 63.12 feet to the center of said State Route No. 376 (reference: passing iron pin (set) at 30.72 feet):

NOTE: next (3) courses along State Route No. 376; south 14° 18' 37" west 50.67 feet; south 12° 51' 06" west 222.75 feet; south 10° 57' 25" west 106.47 feet to the place of beginning containing 0.624 of an acre in all.

Reference bearings: (assumed meridian used to denote angles only).

Iron pins (set) are 5/8" rebar with I.D. caps (JANES 6029).

The above parcel subject to all leases, easements and right of ways of record.

This description written from a survey made by Robert A. Janes, Registered Surveyor No. 6029, February 21, 2007.

Parcel Number: 06-42-02-58-000
Prior: Volume 2486, Page 728 &
Volume 2479, Page 869

DESCRIPTION
APPROVED
By: *A.L. Swinehart*
10-5-2011 CLS



Image ID: 000002357938 Type: OFF
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Page 3 of 4

BK 2965 PG 885

Previously excepted and reserved, all of the oil and gas in and under, and that may be produced from the above described real estate together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing the said lands for oil and gas and storing, handling, transporting, and marketing the same therefrom.



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Kind: DEEDS

Page 4 of 4

BK 2965 PG 886

EXHIBIT A

BRUNER HERSHBERGER/MUSKINGUM FARM PROTECTIVE COVENANTS

- 1.) The following protective covenants are covenants running with the land, and shall continue in full force and effect until January 01, 2075, (through injunction or otherwise) by any owner acquiring any part of the land acquired by the undersigned in the Twp of Blue Rock by Deed recorded in O.R. Vol. 2479 Pg. 869 and O.R. Vol. 2486 Pg. 728 in the land records of Muskingum County, Ohio.
- 2.) Any mobile home placed on said property shall be 10 years old or newer at time of placement, shall contain a minimum of 700 square feet and shall be under skirted at time of placement and shall contain vinyl siding.
- 3.) No inoperative or unlicensed vehicles may be placed on said lot. No accumulation of discarded personal effects, debris, waste, garbage, or any unsightly object or matter will be permitted on any lot.
- 4.) No noxious or offensive activity shall be carried on upon any lot.
- 5.) Before occupancy of any house or mobile home, a sewage disposal system shall be installed in conformity with the minimum standards required by the County Board of Health.
- 6.) Before any construction takes place purchaser must contact the local government authority to make sure they are in compliance with the local laws.
- 7.) No incomplete or junk type structures shall be permitted on the property. No temporary house, shack, tent, camper, school bus, or recreational vehicles shall be used as a permanent dwelling; however camping, with customary structures or vehicles, is permitted on any tract. These structures can have less than 700 square feet including site built cabins that are used for camping.
- 8.) Any full time residence erected on said lots shall be at least 700 square feet of indoor heated area (excluding basement and garage), and shall have a finished siding such as rustic wood, frame, brick veneer, press board or contemporary siding.
- 9.) Any building or structure placed on said property shall be set back a minimum of 75 feet from any government road unless a lesser set-back is requested by public authority.
- 10.) Where protective covenants and Muskingum County of the Twp of Blue Rock Ordinances are in conflict, the stricter requirement will prevail.
- 11.) Invalidation of any of these covenants by judgment of court order shall, in no way affect any of the other provisions, which shall remain in full force and effect.
- 12.) Nothing contained herein shall be construed as creating any obligation on the part of Bruner Land Company, Inc. to enforce these Protective Covenants.
- 13.) The purchasers of this farm, for themselves, their heirs and assigns, by the acceptance of the conveyance of this farm, agree to be bound by the covenants contained herein and are the primary enforcers of these covenants.

This Conveyance has been examined and the Grantor has complied with Section 379.302 of the Revised Code. 561.00
FEE
EXEMPT
DEBRA J. NYE, COUNTY AUDITOR

0000797

Image ID: 00001866714 Type: OFF
Kind: DEEDS
Recorded: 07/10/2013 at 04:15:44 PM
Fee Amt: \$132.00 Page 1 of 15
Instr# 201300007807
Muskingum County
CINDY RODGERS County Recorder
BK **2479** PG **869**

TRANSFERRED
July 10 20 13
DEBRA J. NYE
AUDITOR, MUSKINGUM COUNTY, OHIO

Image ID: 000001873426 Type: OFF
Kind: DEEDS
Recorded: 08/14/2013 at 10:10:46 AM
Fee Amt: \$144.00 Page 1 of 16
Instr# 201300009270
Muskingum County
CINDY RODGERS County Recorder
BK **2486** PG **728**

GENERAL WARRANTY DEED

Otsego Company, Ltd, and Ohio limited liability company, for valuable consideration paid, GRANT(S), with general warranty covenants, to Bruner Land Company, Inc., an Ohio corporation, whose tax-mailin g address is:

the following REAL PROPERTY:

See Exhibit "A" attached hereto and incorporated herein.

Tax Parcel Numbers: 05-50-21-13-000, 06-50-21-14-000, 06-42-01-18-000,
06-42-02-58-000

Prior Instrument Reference: Vol. 2377, Page 114 Official Records Muskingum County, Ohio.

EXCEPTING AND RESERVING TO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, ALL OF THE OIL AND GAS IN AND UNDER, AND THAT MAY BE PRODUCED FROM THE ABOVE DESCRIBED REAL ESTATE TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AT ALL TIMES FOR THE PURPOSE OF MINING, DRILLING, EXPLORING, OPEATING AND DEVELOPING THE SAID LANDS FOR OIL AND GAS AND STORING, HANDLING, TRANSPORTING, AND MARKETING THE SAME THEREFROM.

SIGNED AND ACKNOWLEDGED this 2nd day of July, 2013

OTSEGO COMPANY, LTD.

David Hersberger

By: David Hersberger, Managing Member

STATE OF OHIO COUNTY OF TUSCARAWAS ss.

BE IT REMEMBERED, That on this 2nd day of July, 2013

before me, the subscriber, a Notary Public in and for said state, personally came the GRANTOR(S)

Otsego Company Ltd., an Ohio limited liability company, by David Hersberger, Managing Member, on behalf of the company,

who under penalty of perjury in violation of Section 2921.11 of the Revised Code represented to me to be said person(s), who acknowledged the signing of this DEED and that the signing was his voluntary act and deed for the uses and purposes therein mentioned.

Deed is being re-recorded to correct legal description.

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
FEE
EXEMPT
DEBRA J. NYE, COUNTY AUDITOR

E-927

TRANSFERRED
8/14 20 13
DEBRA J. NYE
AUDITOR, MUSKINGUM COUNTY, OHIO

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Kind: DEEDS Page 2 of 16
BK 2486 PG 729

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BK 2479 PG 870

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

Tammy Eggerton

Notary Public in and for the State of Ohio
My Commission Expires: 2/28/2015

This instrument was prepared by: Michael A. Cochran, Attorney at Law, Gnadenhütten, Ohio



TAMMY EGGERTON
Notary Public, State of Ohio
My Commission Expires
February 28, 2015

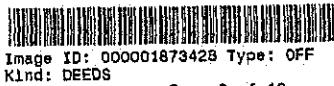


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BK 2486 PG 730

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Kind: DEEDS

Page 3 of 15

BK 2479 PG 871

DEED DESCRIPTION

Parcel 1 { split }

32.534 ACRES

OTSEGO COMPANY PROPERTY {part}

AUDITOR'S PARCEL #06-42-01-18-000 {entire}

AUDITOR'S PARCEL #06-50-21-14-000 {part}

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION #17 AND A PART OF THE NORTHEAST QUARTER OF SECTION #20, BOTH IN TOWNSHIP 12 NORTH, RANGE 12 WEST, BLUE ROCK TOWNSHIP, MUSKINGUM COUNTY, OHIO [ALSO BEING A PART OF THE OTSEGO COMPANY PROPERTY OF OFFICIAL RECORD BOOK 2377, PAGE 114 OF THE MUSKINGUM COUNTY RECORDER] AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET MARKING THE NORTHEAST CORNER OF SECTION #20 [ALSO BEING THE SOUTHWEST CORNER OF SECTION #16, THE SOUTHEAST CORNER OF SECTION #17 AND THE NORTHWEST CORNER OF SECTION #21];

THENCE, FROM SAID "PLACE OF BEGINNING", S 2° 41' 45" W 495.87 FEET, IN THE EAST LINE OF SECTION #20 AND IN THE WEST BOUNDARY OF THE DAVID J. and KATHERINE A. IMLAY PROPERTY OF OFFICIAL RECORD BOOK 1669, PAGE 403, TO AN EXISTING IRON PIN [5/8 INCH STEEL REBAR, WITH NO IDENTIFICATION];

THENCE, LEAVING THE EAST LINE OF SECTION #20 AND THE AFORESAID "IMLAY" PROPERTY, N 87° 57' 35" W 1154.72 FEET TO A POINT IN THE EXISTING PAVEMENT OF, ASPHALT SURFACED, STATE ROUTE #60, PASSING AN IRON PIN SET AT 1114.72 FEET;

THENCE N 0° 59' 26" E 516.61 FEET, IN "STATE ROUTE #60" AND IN THE EAST BOUNDARY OF THE NEW NORTH STAR ANNEX SUB-DIVISION OF PLAT BOOK 10, PAGE 48, TO A POINT MARKING THE SOUTHWEST CORNER OF THE BRYANT A. and KRYSTAL D. TORRES PROPERTY OF OFFICIAL RECORD BOOK 2382, PAGE 386, PASSING THROUGH THE NORTH LINE OF SECTION #20 AND ENTERING INTO SECTION #17 AT 500.10 FEET;

THENCE, LEAVING "STATE ROUTE #60" AND THE "NEW NORTH STAR ANNEX SUB-DIVISION", S 85° 17' 11" E 362.65 FEET TO AN EXISTING IRON PIN [5/8 INCH STEEL REBAR, NO IDENTIFICATION] MARKING THE SOUTHEAST CORNER OF THE AFORESAID "TORRES" PROPERTY, PASSING AN EXISTING IRON PIN [5/8 INCH STEEL REBAR, WITH NO IDENTIFICATION] AT 29.71 FEET;

THENCE N 1° 05' 36" E 140.00 FEET TO AN EXISTING IRON PIN [5/8 INCH STEEL REBAR, NO IDENTIFICATION] MARKING THE NORTHEAST CORNER OF THE AFORESAID "TORRES" PROPERTY [ALSO BEING THE SOUTHEAST CORNER OF THE VALLEY ASSEMBLY OF GOD PROPERTY OF DEED BOOK 504, PAGE 321];

THENCE, LEAVING THE AFORESAID "TORRES" PROPERTY, N 8° 56' 42" E 742.65 FEET, IN THE EAST BOUNDARY OF THE AFORESAID "VALLEY ASSEMBLY OF GOD" PROPERTY, TO AN IRON PIN SET;

THENCE N 15° 44' 06" E 225.66 FEET TO AN IRON PIN SET MARKING THE NORTHEAST CORNER OF THE "VALLEY ASSEMBLY OF GOD" PROPERTY AND IN THE SOUTH BOUNDARY OF THE KENNETH R. and SARAH J. DILLON PROPERTY OF OFFICIAL RECORD BOOK 1789, PAGE 314 { SAID IRON PIN SET BEARS S 87° 12' 55" E 479.88 FEET FROM AN EXISTING, REFERENCE, IRON PIN = 1/2" STEEL ROD, WITH NO IDENTIFICATION } ;

THENCE, LEAVING THE AFORESAID "VALLEY ASSEMBLY OF GOD" PROPERTY,



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BK 2486 PG 731



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BK 2479 PG 872

S 87° 12' 55" E 679.76 FEET, IN THE AFORESAID "KENNETH R. and SARAH J. DILLON" BOUNDARY, TO AN EXISTING IRON PIN [1/2" INCH STEEL REBAR, WITH NO IDENTIFICATION] IN THE EAST LINE OF SECTION #17 AND IN THE WEST BOUNDARY OF THE DONALD E. and DIANE R. WOOD PROPERTY OF OFFICIAL RECORD BOOK 1991, PAGE 631;

THENCE, LEAVING THE AFORESAID "KENNETH R. and SARAH J. DILLON" PROPERTY, S 2° 41' 45" W 1091.50 FEET, IN THE EAST LINE OF SECTION #17 AND IN THE WEST BOUNDARIES OF THE AFORESAID "WOOD" PROPERTY AND "IMLAY" PROPERTY, TO AN "IRON PIN SET" AND THE "PLACE OF BEGINNING" OF THIS, SUBJECT, "32.534 ACRES" PARCEL, PASSING THROUGH THE THE NORTH BOUNDARY OF SAID "IMLAY" PROPERTY AT 595.63 FEET.

THE PARCEL AS DESCRIBED CONTAINS 32.534 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD. IN THE ABOVE DESCRIBED PARCEL THERE ARE 19.250 ACRES IN SECTION #17 [AUDITOR'S PARCEL #06-42-01-18-000 {entire}] AND 13.284 ACRES IN SECTION #20 [AUDITOR'S PARCEL #06-50-21-14-000 {part}].

THE BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON GPS OBSERVATIONS MADE IN JUNE OF 2013 AND ARE BASED ON THE EAST LINE OF SECTION #17 AS BEING S 2° 41' 45" W ie. ALL BEARINGS DESCRIBED HEREIN ARE TO AN ASSUMED MERIDIAN AND ARE USED TO DENOTE ANGLES ONLY.

THE ABOVE DESCRIPTION IS BASED ON A FIELD SURVEY MADE BY A & E SURVEYING ON JUNE 12, 2013. SEE PLAT ATTACHED.

ALL IRON PINS SET ARE 5/8 INCH BY 30 INCH STEEL ROD WITH PLASTIC IDENTIFICATION CAPS MARKED KNISLEY 7231.

A & E SURVEYING
P. O. BOX 420
SOMERSET, OHIO 43783
PHONE (740) 743-2201 FAX: 743-2498

Wayne A. Knisley
WAYNE A. KNISLEY

OHIO REGISTERED SURVEYOR #7231

DATE: JUNE 12, 2013



DESCRIPTION
APPROVED

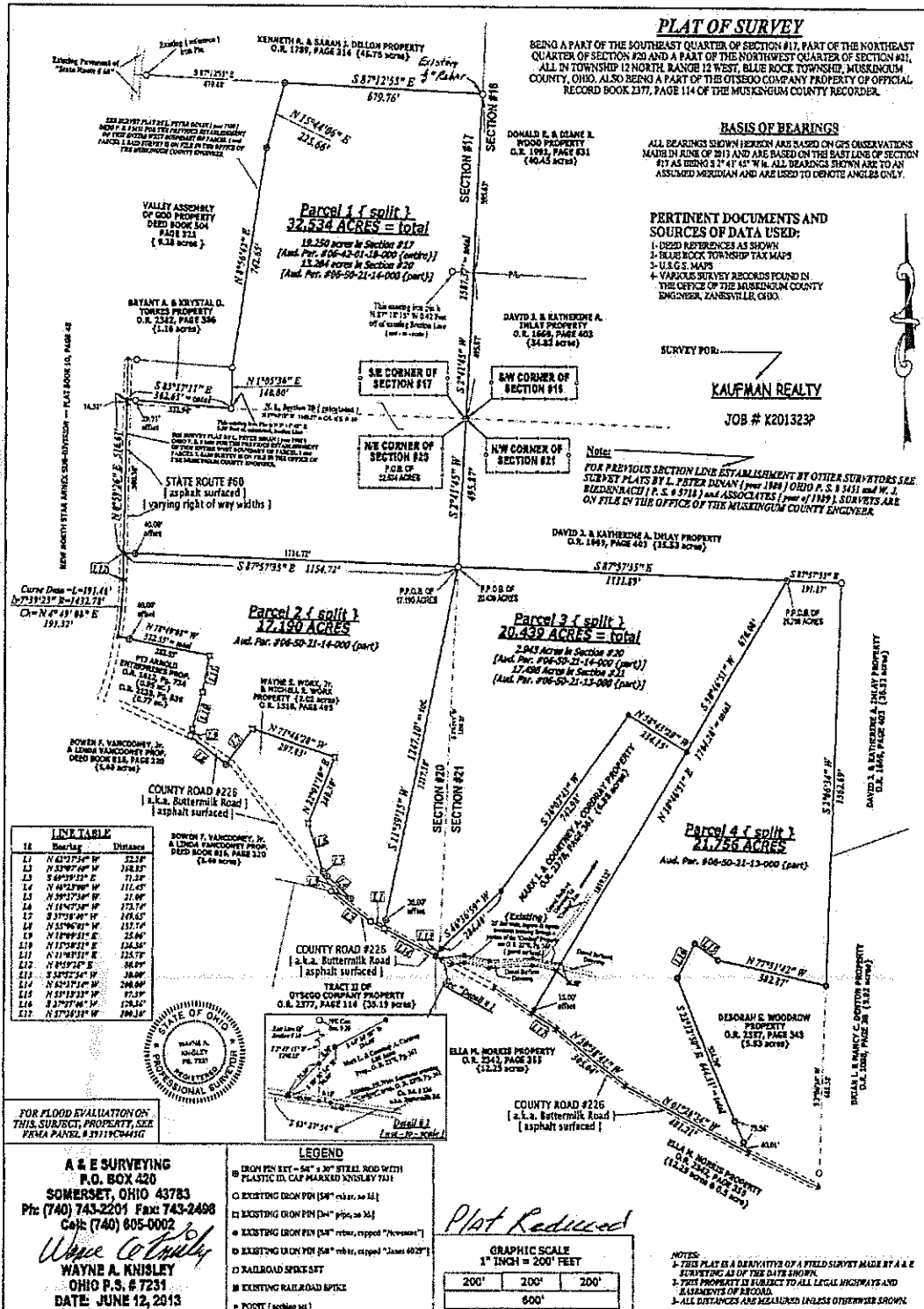
By: *[Signature]* 6/12/13



BK 2486 PG 732

Reduced copy, not to scale, Larger copy available in the Muskingum County Engineer's Map Dept.

BK 2479 PG 873



DESCRIPTION APPROVED
By: *[Signature]* 6/23/2013

Parcel 1 only

Image ID: 000001873431 Type: OFF
Kind: DEEDS

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BK 2486 PG 733

Image ID: 000001888719 Type: OFF
Kind: DEEDS
Page 6 of 15
BK 2479 PG 874

DEED DESCRIPTION
Parcel 2 { split }
17.190 ACRES
OTSEGO COMPANY PROPERTY {part}
AUDITOR'S PARCEL #06-50-21-14-000 {part}

BEING A PART OF THE NORTHEAST QUARTER OF SECTION #20, TOWNSHIP 12 NORTH, RANGE 12 WEST, BLUE ROCK TOWNSHIP, MUSKINGUM COUNTY, OHIO [ALSO BEING A PART OF THE **OTSEGO COMPANY** PROPERTY OF OFFICIAL RECORD BOOK 2377, PAGE 114 OF THE MUSKINGUM COUNTY RECORDER] AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, FOR REFERENCE, AT AN IRON PIN SET MARKING THE NORTHEAST CORNER OF SECTION #20 [ALSO BEING THE SOUTHWEST CORNER OF SECTION #16, THE SOUTHEAST CORNER OF SECTION #17 AND THE NORTHWEST CORNER OF SECTION #21];

THENCE S 2° 41' 45" W 495.87 FEET, IN THE EAST LINE OF SECTION #20 AND IN THE WEST BOUNDARY OF THE DAVID J. and KATHERINE A. IMLAY PROPERTY OF OFFICIAL RECORD BOOK 1669, PAGE 403, TO AN EXISTING IRON PIN {5/8 INCH STEEL REBAR, NO IDENTIFICATION} AND THE PRINCIPAL PLACE OF BEGINNING OF THIS, SUBJECT, 17.190 ACRES PARCEL;

THENCE, FROM SAID "PRINCIPAL PLACE OF BEGINNING", LEAVING THE EAST LINE OF SECTION #20 AND THE AFORESAID "IMLAY" PROPERTY, S 11° 39' 15" W 1247.10 FEET TO A RAILROAD SPIKE SET IN, ASPHALT SURFACED, COUNTY ROAD #226 { A.K.A. BUTTERMILK ROAD } AND IN THE NORTH BOUNDARY OF TRACT II OF THE AFORESAID "OTSEGO COMPANY PROPERTY", PASSING AN IRON PIN SET AT 1217.10 FEET;

THENCE THE FOLLOWING TWO [2] COURSES ARE TO RAILROAD SPIKES SET IN "COUNTY ROAD # 226" {A. K. A. "BUTTERMILK ROAD" } AND IN THE NORTH BOUNDARY OF SAID "TRACT II" OF THE SAID "OTSEGO COMPANY PROPERTY":

COURSE #1 = N 62° 27' 54" W 52.28 FEET;

COURSE #2 = N 53° 07' 40" W 168.95 FEET;

THENCE, LEAVING "COUNTY ROAD #226", THE FOLLOWING SEVEN [7] COURSES ARE, RESPECTIVELY, IN THE EASTERLY, THE NORTHERLY AND THE WESTERLY BOUNDARY OF THE PROPERTY OF WAYNE S. WORK, Jr. and MICHELL R. WORK OF OFFICIAL RECORD BOOK 1518, PAGE 495:

COURSE #1 = S 69° 39' 52" E 71.28 FEET TO AN IRON PIN SET;

COURSE #2 = N 46° 23' 00" W 111.45 FEET TO AN IRON PIN SET;

COURSE #3 = N 39° 37' 30" W 21.00 FEET TO AN IRON PIN SET;

COURSE #4 = N 16° 47' 30" W 173.74 FEET TO AN EXISTING ¼ INCH, INSIDE DIAMETER, IRON PIPE { WITH NO IDENTIFICATION};

COURSE #5 = N 22° 01' 10" E 240.30 FEET TO AN EXISTING ¼ INCH IRON PIPE {WITH NO IDENTIFICATION, BEING THE NORTHEAST CORNER OF "WORK" PROPERTY};

COURSE #6 = N 71° 46' 20" W 297.83 FEET TO AN EXISTING ¼ INCH, INSIDE DIAMETER, IRON PIPE {WITH NO IDENTIFICATION, BEING THE NORTHWEST CORNER OF SAID "WORK" PROPERTY};

APPROVED
MUSKINGUM COUNTY
PLANNING COMMISSION DIRECTOR



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Kind: DEEDS

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BK 2486 PG 734



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Kind: DEEDS

Page 7 of 15

BK 2479 PG 875

COURSE #7 = S 37° 38' 40" W 149.65 FEET TO AN IRON PIN SET IN THE NORTH BOUNDARY OF THE BOWEN F. VANCOONEY, Jr. and LINDA VANCOONEY PROPERTY OF DEED BOOK 816, PAGE 320 {SAID "IRON PIN SET" IS, APPROXIMATELY, 4 FEET SOUTH OF THE SOUTH EDGE OF PAVEMENT OF SAID "COUNTY ROAD # 226" AND ALSO MARKS THE SOUTHWEST CORNER OF THE AFORESAID "WORK" PROPERTY};

THENCE, LEAVING SAID "WORK" PROPERTY, N 53° 06' 01" W 157.74 FEET, IN THE AFORESAID "VANCOONEY" BOUNDARY, TO A RAILROAD SPIKE SET IN THE EXISTING PAVEMENT OF "COUNTY ROAD # 226" MARKING THE SOUTHEAST CORNER OF THE PTJARNOLD ENTERPRISES PROPERTY OF OFFICIAL RECORD BOOK 1612, PAGE 734 AND OFFICIAL RECORD BOOK 2135, PAGE 836;

THENCE, LEAVING "COUNTY ROAD # 226" {A. K. A. "BUTTERMILK ROAD"} AND SAID "VANCOONEY" PROPERTY, THE FOLLOWING FOUR [4] COURSES ARE IN THE AFORESAID "PTJARNOLD ENTERPRISES" BOUNDARY:

COURSE #1 = N 18° 09' 51" E 25.06 FEET TO AN EXISTING ¼ INCH, INSIDE DIAMETER, IRON PIPE {WITH NO IDENTIFICATION};

COURSE #2 = N 15° 38' 51" E 126.36 FEET TO AN EXISTING ¼ INCH, INSIDE DIAMETER, IRON PIPE {WITH NO IDENTIFICATION};

COURSE #3 = N 11° 03' 51" E 125.78 FEET TO AN EXISTING ¼ INCH, INSIDE DIAMETER, IRON PIPE {WITH NO IDENTIFICATION}, MARKING THE NORTHEAST CORNER OF THE AFORESAID "PTJARNOLD ENTERPRISES" PROPERTY;

COURSE #4 = N 78° 49' 08" W 322.55 FEET TO A POINT { THE NORTHWEST CORNER OF SAID "PTJARNOLD ENTERPRISES" PROPERTY } IN THE EXISTING PAVEMENT OF, ASPHALT SURFACED, STATE ROUTE #60 AND IN THE EAST BOUNDARY OF THE NEW NORTH STAR ANNEX SUB-DIVISION OF PLAT BOOK 10, PAGE 48, PASSING AN IRON PIN SET AT 282.55 FEET;

THENCE, LEAVING THE AFORESAID "PTJARNOLD ENTERPRISES" PROPERTY, THE FOLLOWING TWO [2] COURSES ARE TO POINTS IN "STATE ROUTE #60" AND IN THE EAST BOUNDARY OF THE "NEW NORTH STAR ANNEX SUB-DIVISION":

COURSE #1 = 191.46 FEET ON A CURVE TO THE LEFT, WITH A RADIUS OF 1432.78 FEET AND WITH A CHORD OF WHICH BEARS N 4° 49' 08" E 191.32 FEET;

COURSE #2 = N 0° 59' 26" E 88.09 FEET;

THENCE, LEAVING "STATE ROUTE #60" AND THE AFORESAID "NEW NORTH STAR ANNEX SUB-DIVISION", S 87° 57' 35" E 1154.72 FEET TO AN "EXISTING IRON PIN" AND THE "PRINCIPAL PLACE OF BEGINNING" OF THIS, SUBJECT, 17.190 ACRES PARCEL, PASSING AN IRON PIN SET AT 40.00 FEET.

THE PARCEL AS DESCRIBED CONTAINS 17.190 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

THE BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON GPS OBSERVATIONS MADE IN JUNE OF 2013 AND ARE BASED ON THE EAST LINE OF SECTION #17 AS BEING S 2° 41' 45" W i.e. ALL BEARINGS DESCRIBED HEREIN ARE TO AN ASSUMED MERIDIAN AND ARE USED TO DENOTE ANGLES ONLY.

THE ABOVE DESCRIPTION IS BASED ON A FIELD SURVEY MADE BY A & E SURVEYING ON JUNE 12, 2013. SEE PLAT ATTACHED.

ALL IRON PINS SET ARE 5/8 INCH BY 30 INCH STEEL ROD WITH PLASTIC IDENTIFICATION CAPS MARKED KNISLEY 7231.



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BK 2486 PG 735



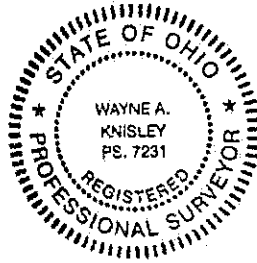
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Kind: DEEDS

BK 2479 PG 876

A & E SURVEYING
P. O. BOX 420
SOMERSET, OHIO 43783
PHONE (740) 743-2201 FAX: 743-2498

Wayne A. Knisley
WAYNE A. KNISLEY

OHIO REGISTERED SURVEYOR #7231
DATE: JUNE 12, 2013



DESCRIPTION
APPROVED
By: *[Signature]* 6/12/2013

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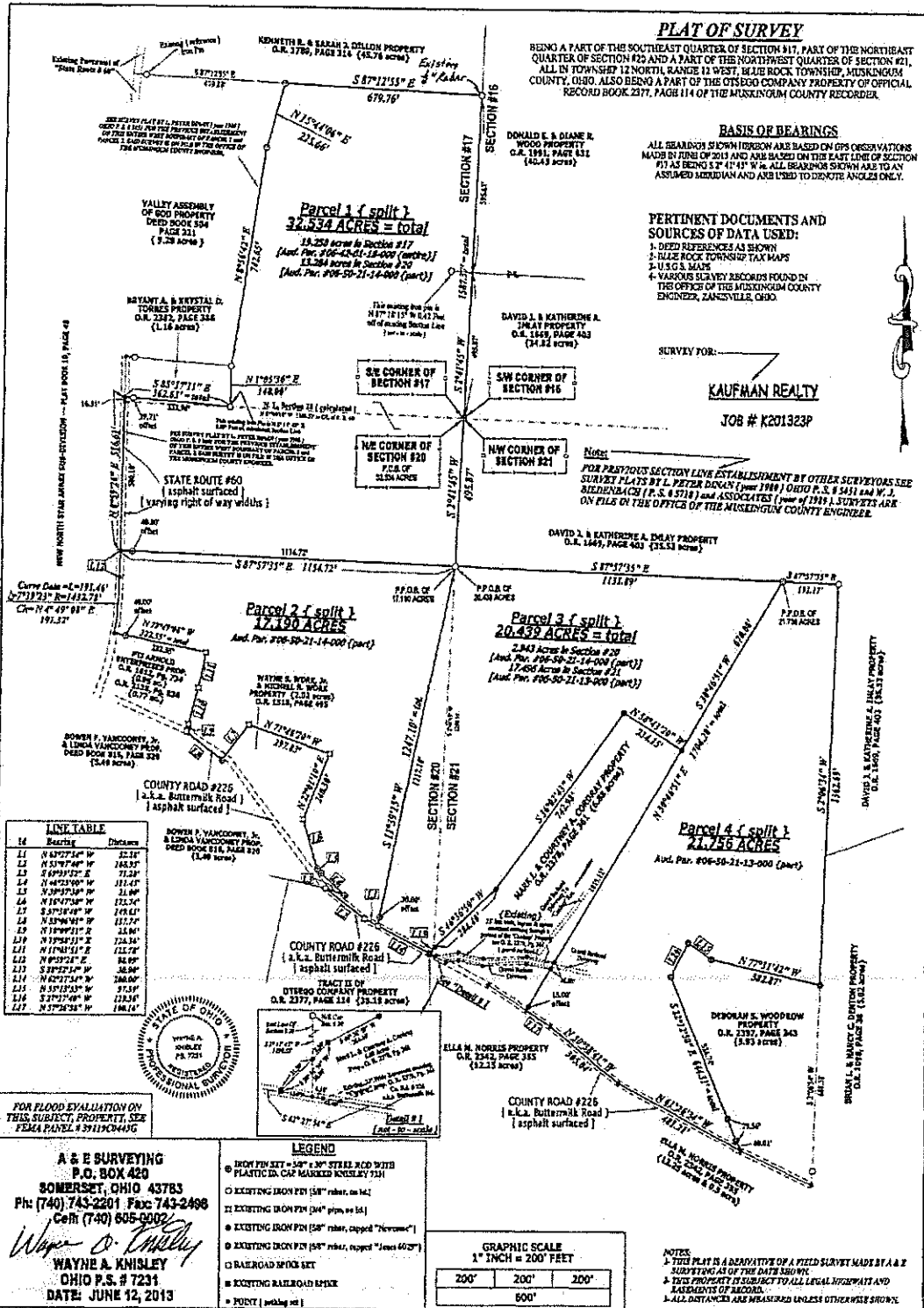
Page 9 of 16 BK 2486 PG 736

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Page 9 of 15

BK 2479 PG 877

Reduced copy, not to scale, Larger copy available in the Muskingum County Engineer's Map Dept.



DESCRIPTION APPROVED

By: [Signature] 6/15/2013

Approved for Transfer No On-Lot Sewage Zanesville-Muskingum Co. Health Department

APPROVED MUSKINGUM COUNTY PLANNING COMMISSION DIRECTOR

Date: 6/29/13 Fee Paid

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 BK 2486 PG 737

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BK 2479 PG 878

DEED DESCRIPTION

Parcel 3 { split }
 20.439 ACRES

OTSEGO COMPANY PROPERTY {part}
 AUDITOR'S PARCEL #06-50-21-14-000 {part}
 AUDITOR'S PARCEL #06-50-21-13-000 {part}

BEING A PART OF THE NORTHEAST QUARTER OF SECTION #20 AND A PART OF THE NORTHWEST QUARTER OF SECTION #21, BOTH IN TOWNSHIP 12 NORTH, RANGE 12 WEST, BLUE ROCK TOWNSHIP, MUSKINGUM COUNTY, OHIO [ALSO BEING A PART OF THE OTSEGO COMPANY PROPERTY OF OFFICIAL RECORD BOOK 2377, PAGE 114 OF THE MUSKINGUM COUNTY RECORDER] AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, FOR REFERENCE, AT AN IRON PIN SET MARKING THE NORTHEAST CORNER OF SECTION #20 [ALSO BEING THE SOUTHWEST CORNER OF SECTION #16, THE SOUTHEAST CORNER OF SECTION #17 AND THE NORTHWEST CORNER OF SECTION #21];

THENCE S 2° 41' 45" W 495.87 FEET, IN THE EAST LINE OF SECTION #20 AND IN THE WEST BOUNDARY OF THE DAVID J. and KATHERINE A. IMLAY PROPERTY OF OFFICIAL RECORD BOOK 1669, PAGE 403, TO AN EXISTING IRON PIN {5/8 INCH STEEL REBAR, NO IDENTIFICATION} AND THE PRINCIPAL PLACE OF BEGINNING OF THIS, SUBJECT, 20.439 ACRES PARCEL TO BE DESCRIBED;

THENCE, LEAVING THE EAST LINE OF SECTION #20, S 87° 57' 35" E 1131.89 FEET, IN THE AFORESAID "IMLAY" SOUTH BOUNDARY, TO AN IRON PIN SET;

THENCE, LEAVING THE AFORESAID "IMLAY" PROPERTY, S 30° 46' 51" W 670.08 FEET TO AN EXISTING IRON PIN [5/8 INCH STEEL REBAR CAPPED "NEWCOME"] MARKING THE NORTHEAST CORNER OF THE MARK I. and COURTNEY A. CORDRAY PROPERTY OF OFFICIAL RECORD BOOK 2378, PAGE 361;

THENCE THE FOLLOWING FOUR [4] COURSES ARE IN THE WEST BOUNDARY OF THE AFORESAID "CORDRAY" PROPERTY:

COURSE #1 = N 58° 43' 20" W 234.15 FEET TO AN EXISTING IRON PIN [5/8 INCH STEEL REBAR CAPPED "NEWCOME"];

COURSE #2 = S 36° 02' 43" W 742.98 FEET TO AN EXISTING IRON PIN [5/8 INCH STEEL REBAR CAPPED "NEWCOME"];

COURSE #3 = S 46° 36' 59" W 284.40 FEET TO AN EXISTING IRON PIN [5/8 INCH STEEL REBAR CAPPED "NEWCOME"];

COURSE #4 = S 38° 52' 54" W 30.00 FEET TO AN EXISTING RAILROAD SPIKE IN THE EXISTING PAVEMENT OF, ASPHALT SURFACED, COUNTY ROAD # 226 {A. K. A. BUTTERMILK ROAD} AND IN THE NORTH BOUNDARY OF TRACT II OF THE AFORESAID "OTSEGO COMPANY PROPERTY", PASSING THROUGH THE WEST LINE OF SECTION #21 AND ENTERING INTO SECTION #20 AT 8.50 FEET;

THENCE, LEAVING THE AFORESAID "CORDRAY" PROPERTY, N 62° 27' 54" W 200.00 FEET, IN SAID "COUNTY ROAD # 226" AND IN THE NORTH BOUNDARY OF "TRACT II" OF SAID "OTSEGO COMPANY PROPERTY", TO A RAILROAD SPIKE SET;

THENCE, LEAVING, "COUNTY ROAD # 226" {A. K. A. "BUTTERMILK ROAD"}, N 11° 39' 15" E 1247.10 FEET TO AN "EXISTING IRON PIN" IN THE NORTHWEST CORNER OF SECTION 21 AND THE "PRINCIPAL PLACE OF BEGINNING" OF THIS, SUBJECT, 20.439 ACRES PARCEL, PASSING AN IRON PIN SET AT 30.00 FEET.



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BK 2486 PG 738



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BK 2479 PG 879

THE PARCEL AS DESCRIBED CONTAINS 20.439 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD. IN THE ABOVE DESCRIBED 20.439 ACRES PARCEL THERE ARE 2.943 ACRES IN SECTION #20 [AUDITOR'S PARCEL #06-50-21-14-000 {part}] AND THERE ARE 17.496 ACRES IN SECTION #21 [AUDITOR'S PARCEL #06-50-21-13-000 {part}].

THE BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON GPS OBSERVATIONS MADE IN JUNE OF 2013 AND ARE BASED ON THE EAST LINE OF SECTION #17 AS BEING S 2° 41' 45" W ie. ALL BEARINGS DESCRIBED HEREIN ARE TO AN ASSUMED MERIDIAN AND ARE USED TO DENOTE ANGLES ONLY.

THE ABOVE DESCRIPTION IS BASED ON A FIELD SURVEY MADE BY A & E SURVEYING ON JUNE 12, 2013. SEE PLAT ATTACHED.

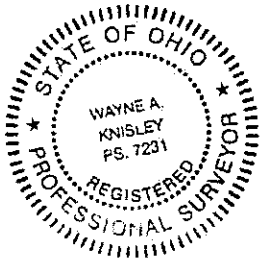
ALL IRON PINS SET ARE 5/8 INCH BY 30 INCH STEEL ROD WITH PLASTIC IDENTIFICATION CAPS MARKED KNISLEY 7231.

A & E SURVEYING
P. O. BOX 420
SOMERSET, OHIO 43783
PHONE (740) 743-2201 FAX: 743-2498

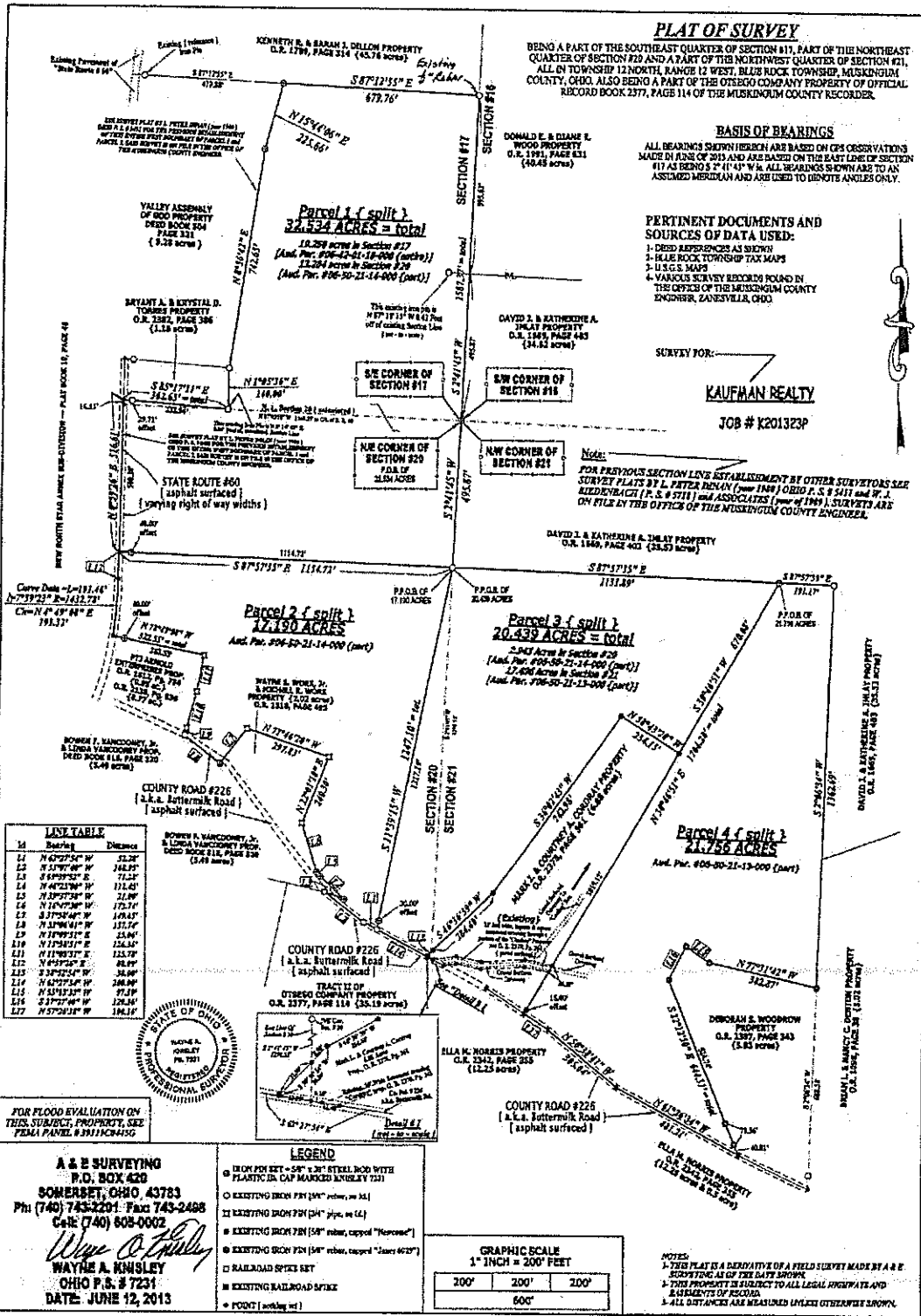
Wayne A. Knisley

WAYNE A. KNISLEY
OHIO REGISTERED SURVEYOR #7231
DATE: JUNE 12, 2013

DESCRIPTION APPROVED
By: *[Signature]* 6/26/2013



Reduced copy, not to scale, Larger
copy available in the Muskingum
County Engineer's Map Dept.



DESCRIPTION APPROVED
By: [Signature] 6/26/2013
Parcel 3 only

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BK 2486 pg 740

Image ID: 000001866726 Type: OFF
Kind: DEEDS

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BK 2479 pg 881

DEED DESCRIPTION

Parcel 4 { split }
21.756 ACRES

OTSEGO COMPANY PROPERTY {part}
AUDITOR'S PARCEL #06-50-21-13-000 {part}

BEING A PART OF THE NORTHWEST QUARTER OF SECTION #21, TOWNSHIP 12 NORTH, RANGE 12 WEST, BLUE ROCK TOWNSHIP, MUSKINGUM COUNTY, OHIO [ALSO BEING A PART OF THE OTSEGO COMPANY PROPERTY OF OFFICIAL RECORD BOOK 2377, PAGE 114 OF THE MUSKINGUM COUNTY RECORDER] AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, FOR REFERENCE, AT AN IRON PIN SET MARKING THE NORTHEAST CORNER OF SECTION #20 [ALSO BEING THE SOUTHWEST CORNER OF SECTION #16, THE SOUTHEAST CORNER OF SECTION #17 AND THE NORTHWEST CORNER OF SECTION #21];

THENCE S 2° 41' 45" W 495.87 FEET, IN THE EAST LINE OF SECTION #20 AND IN THE WEST BOUNDARY OF THE DAVID J. and KATHERINE A. IMLAY PROPERTY OF OFFICIAL RECORD BOOK 1669, PAGE 403, TO AN EXISTING IRON PIN {5/8 INCH STEEL REBAR, WITH NO IDENTIFICATION};

THENCE, LEAVING THE EAST LINE OF SECTION #20, S 87° 57' 35" E 1131.89 FEET, IN THE AFORESAID "IMLAY" SOUTH BOUNDARY, TO AN IRON PIN SET AND THE PRINCIPAL PLACE OF BEGINNING OF THIS, SUBJECT, 21.756 ACRES PARCEL;

THENCE, CONTINUING, S 87° 57' 35" E 191.17 FEET, IN THE AFORESAID "IMLAY" BOUNDARY, TO AN EXISTING IRON PIN [5/8 INCH STEEL REBAR, WITH NO IDENTIFICATION];

THENCE S 2° 06' 34" W 1362.69 FEET, IN THE AFORESAID "IMLAY" BOUNDARY AND IN THE WEST BOUNDARY OF THE BRIAN L. and NANCY C. DENTON PROPERTY OF OFFICIAL RECORD BOOK 1098, PAGE 38, TO AN EXISTING IRON PIN [5/8 INCH STEEL REBAR CAPPED "JANES 6029"] MARKING THE NORTHEAST CORNER OF THE DEBORAH S. WOODROW PROPERTY OF OFFICIAL RECORD BOOK 2397, PAGE 343;

THENCE THE FOLLOWING FOUR [4] COURSES ARE IN THE BOUNDARY OF THE AFORESAID "WOODROW" PROPERTY:

COURSE #1 = N 77° 31' 42" W 382.87 FEET TO AN EXISTING IRON PIN [5/8 INCH STEEL REBAR CAPPED "JANES 6029"];

COURSE #2 = N 55° 13' 33" W 97.59 FEET TO AN EXISTING IRON PIN [5/8 INCH STEEL REBAR CAPPED "JANES 6029"];

COURSE #3 = S 27° 27' 40" W 129.36 FEET TO AN EXISTING IRON PIN [5/8 INCH STEEL REBAR CAPPED "JANES 6029"];

COURSE #4 = S 22° 12' 50" E 644.31 FEET TO A POINT IN, ASPHALT SURFACED, COUNTY ROAD #226 { A. K. A. BUTTERMILK ROAD } AND IN THE NORTH BOUNDARY OF THE ELLA M. NORRIS PROPERTY OF OFFICIAL RECORD BOOK 2342, PAGE 355, PASSING EXISTING IRON PINS [5/8 INCH STEEL REBAR CAPPED "JANES 6029"] AT 524.74 FEET AND 604.30 FEET;

THENCE, LEAVING THE AFORESAID "WOODROW" PROPERTY, THE FOLLOWING THREE [3] COURSES ARE TO POINTS IN IN THE EXISTING PAVEMENT OF "COUNTY ROAD # 226" {"A. K. A. BUTTERMILK ROAD" } AND IN THE NORTH BOUNDARY OF THE AFORESAID "NORRIS" PROPERTY:



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COURSE #1 = N 61° 26' 34" W 481.21 FEET;

COURSE #2 = N 50° 38' 41" W 305.04 FEET;

COURSE #3 = N 57° 26' 38" W 100.16 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF THE MARK I. and COURTNEY A. CORDRAY PROPERTY OF OFFICIAL RECORD BOOK 2378, PAGE 361;

THENCE, LEAVING "COUNTY ROAD # 226" {A. K. A. "BUTTERMILK ROAD" } AND THE AFORESAID "NORRIS PROPERTY, N 30° 46' 51" E 1704.20 FEET TO AN "IRON PIN SET" AND THE "PRINCIPAL PLACE OF BEGINNING" OF THIS, SUBJECT, "21.756 ACRES PARCEL", PASSING EXISTING IRON PINS [5/8 INCH STEEL REBAR CAPPED "NEWCOME"] AT 15.00 FEET AND 1034.12 FEET [THE NORTHEAST CORNER OF THE AFORESAID "CORDRAY" PROPERTY].

THE PARCEL AS DESCRIBED CONTAINS **21.756 ACRES**, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

THE BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON GPS OBSERVATIONS MADE IN JUNE OF 2013 AND ARE BASED ON THE EAST LINE OF SECTION #17 AS BEING S 2° 41' 45" W ie. ALL BEARINGS DESCRIBED HEREIN ARE TO AN ASSUMED MERIDIAN AND ARE USED TO DENOTE ANGLES ONLY.

THE ABOVE DESCRIPTION IS BASED ON A FIELD SURVEY MADE BY A & E SURVEYING ON JUNE 12, 2013. **SEE PLAT ATTACHED.**

ALL IRON PINS SET ARE 5/8 INCH BY 30 INCH STEEL ROD WITH PLASTIC IDENTIFICATION CAPS MARKED KNISLEY 7231.

THE ABOVE DESCRIBED " 21.756 ACRE PARCEL" IS SUBJECT TO THE ENJOYMENT OF AN EXISTING, 25.00 FEET WIDE, GRAVEL SURFACED, EASEMENT FOR INGRESS and EGRESS. SAID "EASEMENT" BEGINS IN THE EXISTING PAVEMENT OF "COUNTY ROAD # 226" {A. K. A. "BUTTERMILK ROAD} AND THEN CROSSES A PORTION OF THE PROPERTY OF MARK I. and COURTNEY A. CORDRAY OF OFFICIAL RECORD BOOK 2378, PAGE 361 AND THEN TERMINATES IN THE WEST BOUNDARY OF THE ABOVE DESCRIBED 21.756 ACRE PARCEL. ALSO SEE THE PLAT OF SURVEY OF SAID, 25.00 FEET WIDE "EASEMENT" ON FILE IN THE OFFICE OF THE MUSKINGUM COUNTY ENGINEER.

A & E SURVEYING

P. O. BOX 420

SOMERSET, OHIO 43783

PHONE (740) 743-2201 FAX: 743-2498

Wayne A. Knisley
WAYNE A. KNISLEY

OHIO REGISTERED SURVEYOR #7231

DATE: JUNE 12, 2013



DESCRIPTION
APPROVED

By *[Signature]* 6/12/13

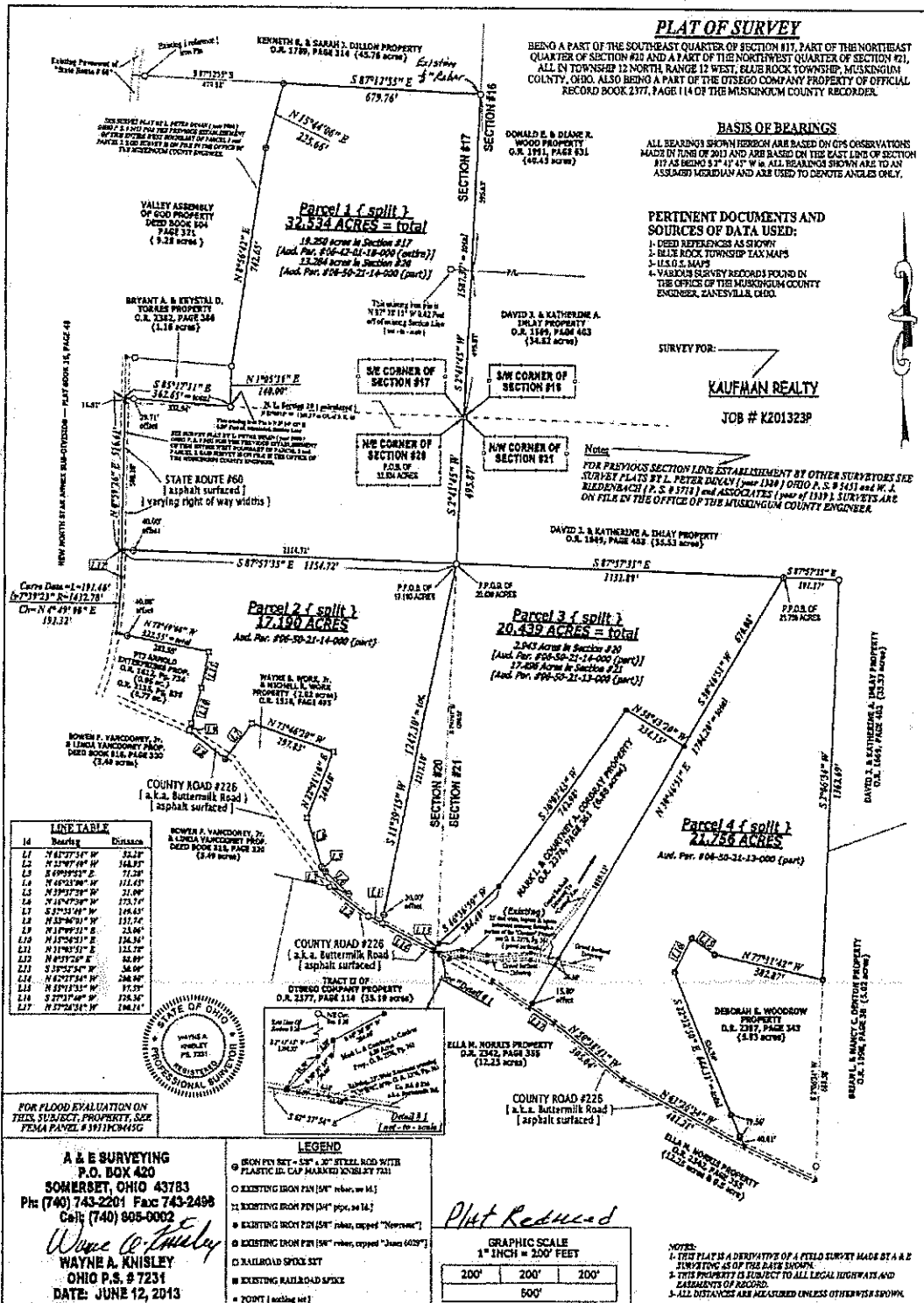
BK 2479 Pg 883

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BK 2486 Pg 742



DESCRIPTION APPROVED
By: *[Signature]* 6/27/2013
Parcel 4 only



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Kind: DEEDS

Page 16 of 16

BK 2486 PG 743

Subject

Also:

Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock and bounded and described as follows:

Being a part of the east half of Section 20 in Quarter Township 3, Township 12, Range 12 bounded and described as follows:

Beginning at a stone found at the southeast corner of the Northeast Quarter of Section 20, thence along the East line Section 20 South 0 degrees 07 minutes 17 seconds West 951.98 feet to an iron pin; thence North 62 degrees 52 minutes 19 seconds West 350.0 feet to an iron pin; thence South 0 degrees 05 minutes 28 seconds East 300.0 feet to a point in the center of State Route #376 (Rockville Road); thence along the center of said State Route #376 the following ten (10) courses and distances, North 51 degrees 38 minutes 36 seconds West 155.0 feet to a point; thence North 42 degrees 28 minutes 09 seconds West 178.77 feet to a point; thence North 39 degrees 41 minutes 56 seconds West 264.37 feet to a point; thence North 39 degrees 08 minutes 38 seconds West 172.60 feet to a point; thence North 27 degrees 04 minutes 09 seconds West 161.78 feet to a point; thence North 19 degrees 43 minutes 36 seconds West 154.80 feet to a point; thence North 14 degrees 16 minutes 02 seconds West 152.35 feet to a point; thence North 6 degrees 13 minutes 17 seconds West 147.05 feet to a point; thence North 3 degrees 54 minutes 12 seconds East 148.63 feet to a point; thence North 9 degrees 44 minutes 36 seconds East 147.79 feet to a point; thence leaving said centerline North 65 degrees 48 minutes 34 seconds West 87.87 feet to an iron pin; thence North 16 degrees 07 minutes 13 seconds East 365.96 feet to an iron pin found; thence South 74 degrees 35 minutes 08 seconds East 400.0 feet to an iron pin found; thence North 16 degrees 26 minutes 41 seconds East 375.0 feet to an iron pin found; thence South 66 degrees 16 minutes 43 seconds East 259.38 feet to point in the center of Buttermilk Road; thence along the center of Buttermilk Road South 64 degrees 47 minutes 26 seconds East 252.33 feet to a railroad spike driven in said road; thence leaving said road and along the east line of said Section 20 South 0 degrees 07 minutes 17 seconds West 779.60 feet to the place of beginning, containing thirty-five and eighty-one hundredths (35.81) acres more or less, SUBJECT TO the easements of the State Route 376 and Buttermilk Road.

This description written from a survey made by L. Peter Dinan, Registered Surveyor #5451, December 17, 2003.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE:

Being a parcel of land located in the Northeast Quarter of Section No. 20, Township No. 12, Range No. 12, Blue Rock Township, Muskingum County, Ohio.

Commencing at the southeast corner of said northeast quarter; thence along the east line of said quarter north 00° 07' 17" west 348.44 feet; thence leaving said east line north 89° 52' 43" west 978.08 feet to a point in the center of State Route No. 376 and the point of beginning; thence from this point of beginning and leaving said State Route north 65° 48' 34" west 87.87 feet to an iron pin (FD) (reference; passing an iron (set) at 25.07 feet); thence north 16° 07' 13" east 365.95 feet to an iron pin (FD); thence south 74° 35' 08" east 63.12 feet to the center of said State Route No. 376 (reference: passing iron pin (set) at 30.72 feet):

NOTE: next (3) courses along State Route No. 376; south 14° 18' 37" west 50.67 feet; south 12° 51' 06" west 222.75 feet; south 10° 57' 25" west 106.47 feet to the place of beginning containing 0.624 of an acre in all.

Reference bearings: (assumed meridian used to denote angles only).

Iron pins (set) are 5/8" rebar with I.D. caps (JANES 6029).

The above parcel subject to all leases, easements and right of ways of record.

This description written from a survey made by Robert A Janes, Registered Surveyor No. 6029, February 21, 2007.

Parcel Number: 06-42-02-58-000

DESCRIPTION
APPROVED
By: *Al Swinchart*
Book: 02483 Page: 728 Seq: 16

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
FEES: 924.00
DEBRA J. NYE, COUNTY AUDITOR

000061

Image ID: 000001762423 Type: OFF
Kind: DEEDS
Recorded: 01/18/2012 at 03:47:32 PM
Fee Amt: \$96.00 Page 1 of 8
Instr# 20120000572
Muskingum County
Karen Vincent County Recorder
BK **2377** PG **114**

4

TRANSFERRED
1-18 20 12
DEBRA J. NYE
AUDITOR, MUSKINGUM COUNTY, OHIO

GENERAL WARRANTY DEED

Wilcox Land Finance Company, LLC, an Ohio limited liability company organized and existing under the laws of the State of Ohio for valuable consideration paid, grants, with general warranty covenants to:

Otsego Company, Ltd., an Ohio limited liability company whose tax-mailing address is:

8667 Zuercher Road
Apple Creek, Ohio 44606

the following REAL PROPERTY: Situated in the County of Muskingum in the State of Ohio and in the township of Blue Rock.

PPN: 06-50-21-14-000, 06-42-02-58-000, 06-42-01-18-000, and 06-50-21-13-000

A tract of land containing 127+- acres.

As per the legal description hereto attached marked Exhibit "A" to be incorporated herein and made a part hereof as if fully rewritten.

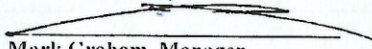
The within conveyance is made by Grantor and accepted by Grantee subject to the Declaration of Shared Access Driveway Easement and Maintenance Agreement recorded in Book: 2374 Page: 470, Recorder's Office, Muskingum County, Ohio.

Except, however, taxes and assessments now and hereafter a lien, all of which the Grantee hereby assumes and excepting all conditions, leases, restrictions, and easements of record for said premises, subject to all of which this conveyance is made.

Prior Instrument Reference: Book: 2377 Page: 110 of the Official Records of Muskingum County, Ohio.


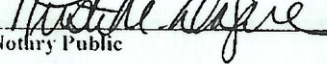
EXECUTED before me on this 23rd day of December, 2011, Grantor has caused its name to be subscribed hereto by Mark Graham, Manager, thereunto duly authorized by authority of its operating agreement.

Wilcox Land Finance Company, LLC.


Mark Graham, Manager

State of Ohio County of Fairfield ss.
BE IT REMEMBERED, That on this 23rd day of December, 2011, before me a Notary Public in and for said state, personally came Mark Graham, Manager of the Grantor in the foregoing Deed, and acknowledged the signing thereof to be his voluntary act and deed on behalf of said limited liability company.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this 18 day of January 2012 for aforesaid.

 KRISTI M DAGUE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
MAY 3, 2013
Notary Public 

This instrument was prepared by James L. Wilcox - Attorney at Law
3451 Cincinnati-Zanesville Road SW, Lancaster, OH 43130



Image ID: 000001762424 Type: OFF
Kind: DEEDS

Page 2 of 8

BK 2377 Pg 115

EXHIBIT "A"

TRACT I:

Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock and bounded and described as follows:

Being part of the Southeast Quarter of Section 17, part of the Northeast Quarter of Section 20, and part of the Northwest Quarter of Section 21, Quarter Township 3, Township 12, Range 12, and bounded and described as follows:

Beginning at the Northeast corner of said Section 20; thence South 495 feet to a stone found; thence East 1323 feet to and iron pin; thence South 2051.10 feet to an iron pin in the center of Buttermilk Road; thence along the center of said road the following six courses and distances: North 67 deg. 06 Min. 09 sec. West 255.22 feet to an iron pin, North 63 deg. 33 min. 08 sec. West 496.49 feet to an iron pin, North 52 deg. 45 min. 15 sec. West 305.04 feet to an iron pin, North 59 deg. 01 min. 52 sec. West 225.98 feet to an iron pin, North 64 deg. 47 min. 26 sec. West 511.35 feet to an iron pin, and North 55 deg. 16 min. 56 sec. West 168.95 feet to an iron pin; thence leaving said road South 71 deg. 49 min. 08 sec. East 71.28 feet to an iron pin; thence North 48 deg. 32 min. 16 sec. West 111.45 feet to an iron pin; thence North 41 deg. 46 min. 46 sec. West 21 feet to an iron pin; thence North 18 deg. 56 min. 46 seconds West 173.64 feet to an iron pin; thence North 19 deg. 51 min. 54 sec. East 241.02 feet to an iron pin; thence North 73 deg. 50 min. 46 sec. West 298.20 feet to an iron pin; thence South 35 deg. 34 min. 14 sec. West 149.65 feet to a iron pin on the South edge of Buttermilk Road; thence North 54 deg. 45 min. 46 sec. West 162.85 feet to an iron pin; thence North 15 deg. 32 min. 14 sec. East 151.40 feet to an iron pin; thence North 10 deg. 57 min. 14 sec. East 125 feet to an iron pin; thence North 81 deg. 03 min. 31 sec. West 324.15 feet to the center of State Route 60; thence along the center of State Route 60 North 2 deg. 37 min. 02 sec. East 191.32 feet; thence continuing along the center of said State Route 60 North 1 deg. 12 min. 31 sec. West 744.73 feet; thence leaving said road South 87 deg. 29 min. 01 sec. East 363 feet to an iron pin; thence North 6 deg. 44 min. 45 sec. East 742.65 feet to an iron pin; thence North 13 deg. 32 min. 09 sec. East 224.50 feet to an iron pin; thence South 89 deg. 17 min. 51 sec. East 665.98 feet to an iron pin; thence South 1089.05 feet to the place of beginning, containing 105.75 acres, more or less (being 20.25 acres in Section 17, 33.87 acres in Section 20, and 51.63 acres in Section 21).

This description written from a survey made by L. Peter Dinan, Registered Surveyor #5451, May 29, 1980)

LESS AND EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE:



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Kind: DEEDS

Page 3 of 8

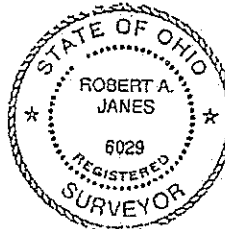
BK 2377 PG 116

EXHIBIT "A", continued

BEING A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION NO. 21, TOWN NO. 12, WEST, RANGE 12 NORTH, BLUE ROCK TWP., MUSKINGUM COUNTY, OHIO (BEING A PART OF 51.63 ACRE TRACT, PARCEL NO. 06-50-21-13-000).
 COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;
 THENCE ALONG THE SOUTH LINE OF SAID QUARTER SOUTH 89° 13' 04" WEST 1281.58' TO AN IRON PIN (FD) AT THE SOUTHWEST CORNER OF B. DENTON TRACT (VOLUME-1098, PAGE-40);
 THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF DENTON TRACT NORTH 3° 19' 06" WEST 54.05' TO THE CENTER OF CO. RD. NO. 226 (BUTTERMILK RD.) AND THE POINT OF BEGINNING;
 THENCE FROM THIS POINT OF BEGINNING AND LEAVING SAID WEST LINE AND ALONG SAID CO. RD. NORTH 69° 45' 30" WEST 274.55'; THENCE LEAVING SAID CO. RD. NORTH 27° 41' 21" WEST 637.50' TO AN IRON PIN (SET) (REFERENCE: PASSING IRON PINS (SET) AT 33.15' AND 112.70');
 THENCE NORTH 21° 59' 06" EAST 129.36' TO AN IRON PIN (SET);
 THENCE SOUTH 60° 42' 00" EAST 97.59' TO AN IRON PIN (SET);
 THENCE SOUTH 83° 01' 06" EAST 383.41' TO AN IRON PIN (SET) IN THE WEST LINE OF SAID DENTON TRACT;
 THENCE ALONG THE WEST LINE OF SAID DENTON TRACT SOUTH 3° 19' 06" EAST 686.22' TO THE POINT OF BEGINNING (REFERENCE: PASSING AN IRON PIN (SET) AT 337.44' AND AN IRON PIN (FD) AT 640.13'), CONTAINING 5.99+ ACRES.
 REFERENCE: VOLUME-1159, PAGE-495.
 REFERENCE BEARING: (ASSUMED MERIDIAN USED TO DENOTE ANGLES ONLY).
 IRON PINS (SET) ARE 5/8" REBAR WITH I. D. CAPS (JANES 6029).
 THE ABOVE PARCEL SUBJECT TO ALL LEASES, EASEMENTS AND RIGHT OF WAYS OF RECORD.
 PLAT OF SAID SURVEY IS ATTACHED HERewith AND MADE A PART THEREOF.
 THIS DESCRIPTION WAS WRITTEN FROM A SURVEY MADE

BY ROBERT A. JANES
 REGISTERED SURVEYOR NO. 6029
 DATE SURVEYED: JULY 15, 2011

**OFFICE COPY
 NOT RECORDABLE**



APPROVED
 MUSKINGUM COUNTY
 PLANNING COMMISSION DIRECTOR

Date: 8/18/11 Fee Paid

DESCRIPTION
 APPROVED
 By: A. L. SWINEHART
 8/19/11 ARR

DESCRIPTION
 APPROVED
 By: [Signature] 8/19/11

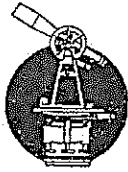


EXHIBIT "A", Continued

Phone and Fax: 740-453-8448

L. Peter Dinan & Associates

27 South Sixth Street

P.O. Box 55, Zanesville, Ohio 43702-0055

SURVEYING & MAPPING

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE:



Image ID: 000001762426 Type: OFF
Kind: DEEDS

Page 4 of 8

Eric and Deborah Woodrow
1.16 Acres

PART OF PARCEL 26 06-42-01-18-000

BK 2377 PG 117

Situated in the State of Ohio, County of Muskingum, Township of Blue Rock.

Being a part of the Southeast Quarter of Section 17, Quarter Township 3, Township 12, Range 12 bounded and described as follows:

Commencing at an iron pin (axle) found at the northeast corner of Lot 6 in the New North Star Annex Sub-Division as recorded in Plat Book 10, Page 48; thence south 85 degrees 36 minutes 30 seconds east 30.0 feet to a point in the center of State Route #60; thence along the center of State Route #60 south 4 degrees 23 minutes 30 seconds west 108.96 feet to the southwest corner of a 9.28 acre parcel conveyed to The Board of Trustees of the Ohio District Council of the Assemblies of God, Inc. by deed recorded in Deed Book 504, Page 321 and the true place of beginning of the premises herein intended to be described; thence leaving the center of State Route #60 south 81 degrees 53 minutes east 363.0 feet to an iron pin found at the southeast corner of said 9.28 acre parcel; thence south 4 degrees 23 minutes 30 seconds west 140.0 feet to an iron pin; thence north 81 degrees 53 minutes west 363.0 feet to a point in the center of State Route #60; thence along the center of State Route #60 north 4 degrees 23 minutes 30 seconds east 140.0 feet to the true place of beginning, containing one and sixteen hundredths (1.16) acres more or less.

Subject to the easements of State Route #60.

This description written from a survey made by L. Peter Dinan, Registered Surveyor #5451, September 27, 2004.

DESCRIPTION APPROVED
FOR AMENDMENT
BY [Signature]
9-29-2004

[Signature]

DESCRIPTION
APPROVED
By: A.L. Swinehart
9-29-2004 ALS

DESCRIPTION
APPROVED
By: A.L. SWINEHART
9/29/2004 AER



Image ID: 00001762427 Type: OFF
Kind: DEEDS

Page 5 of 8

BK 2377 pg 118

EXHIBIT "A", continued

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE:

→ 6.88 Acre Split in Section 21, of Blue Rock Township

Situated in the State of Ohio, County of Muskingum, Township of Blue Rock, and being part of the Northwest Quarter of Section 21, Township 12, Range 12, *Congress Lands East of the Scioto River*, and being part of the lands presently owned by the Wilcox Land Finance Company LLC, as per Official Record 2361, Page 663, and being more particularly described as follows:

Beginning for reference at a stone found, (by deed), at the Southwest corner of the Northwest Quarter of Section 21;

Thence along the section line, North 00 degrees 07 minutes 17 seconds East, 779.60 feet, (by deed) to a point in the centerline of Buttermilk Road, passing an iron pin found at 739.60 feet, and being the principal place of beginning;

Thence through the lands of the Wilcox Land Finance Company LLC, (OR 2163-663), the following five courses:

- 1.) North 36 degrees 42 minutes 01 seconds East, 30.00 feet to an iron pin set;
- 2.) North 44 degrees 26 minutes 08 seconds East, 284.41 feet to an iron pin set;
- 3.) North 33 degrees 51 minutes 13 seconds East, 742.98 feet to an iron pin set;
- 4.) South 60 degrees 54 minutes 47 seconds East, 234.15 feet to an iron pin set;
- 5.) South 28 degrees 35 minutes 21 seconds West, 1034.12 feet to a point in the centerline of Buttermilk Road, passing an iron pin set at 1019.12 feet;

Thence along the centerline of said road the following two courses:

- 1.) North 59 degrees 01 minutes 52 seconds West, 156.20 feet to a point;
- 2.) North 64 degrees 47 minutes 26 seconds West, 228.54 feet to the principal place of beginning, containing 6.88 acres more or less;

The above described tract is subject to a twenty five feet wide Ingress, Egress Easement, over an existing gravel drive, and being more particularly described as follows:

Situated in the State of Ohio, County of Muskingum, Township of Blue Rock, and being part of the Northwest Quarter of Section 21, Township 12, Range 12, *Congress Lands East of the Scioto River*, and being part of the lands presently owned by the Wilcox Land Finance Company LLC, as per Official Record 2361, Page 663, and being more particularly described as follows:

Beginning for reference at a stone found, (by deed), at the Southwest corner of the Northwest Quarter of Section 21;

Thence along the section line, North 00 degrees 07 minutes 17 seconds East, 779.60 feet, (by deed) to a point in the centerline of Buttermilk Road, passing an iron pin found at 739.60 feet;

Thence along the centerline of said road, South 64 degrees 47 minutes 26 seconds East, 20.17 feet to the principal place of beginning;

Thence along the north line of this easement the following four courses:

- 1.) North 79 degrees 09 minutes 41 seconds East, 81.50 feet to a point;
- 2.) South 80 degrees 35 minutes 08 seconds East, 89.33 feet to a point;
- 3.) North 84 degrees 28 minutes 34 seconds East, 150.11 feet to a point;
- 4.) South 81 degrees 13 minutes 23 seconds East, 98.29 feet to a point on the east line of the above described tract;



Image ID: 000001782428 Type: OFF
Kind: DEEDS

Page 6 of 8

BK 2377 PG 119

EXHIBIT "A"; continued

Thence along the east line of the above described tract South 28 degrees 35 minutes 21 seconds West, 26.57 feet to a point on the south line of this easement;

Thence along the south line of this easement the following four courses:

- 1.) North 81 degrees 13 minutes 23 seconds West, 86.14 feet to a point;
- 2.) South 84 degrees 28 minutes 34 seconds West, 150.25 feet to a point;
- 3.) North 80 degrees 35 minutes 08 seconds West, 88.14 feet to a point;
- 4.) South 79 degrees 09 minutes 41 seconds West, 42.69 feet to a point in the centerline of Buttermilk Road;

Thence along said centerline, North 64 degrees 47 minutes 26 seconds West, 42.48 feet to the principal place of beginning, containing 0.23 acres more or less;

Subject to all legal recorded easements and right of ways.

Iron pins set are 5/8 inch rebars , 30 inches long, with plastic identification caps.

Bearings are based on a previous survey of the parent tract by L. Peter Dinan as per Official Record 1833-920.

This description is written based on a field survey completed November 18, 2011 by Jack D. Newcome, Reg. No. 7321.

Jack D. Newcome
Jack D. Newcome, Reg. No. 7321

11-27-11
Date

Parcel No.
Part of: 06-50-21-013-000 +- 6.88 Acres
(+- 0.18 Acres in the R/W of Buttermilk Road)



DESCRIPTION
APPROVED
By: A.L. SWINERT
11/29/2011 AER

APPROVED
MINOR LOT SPLIT ONLY
MUSKINGUM COUNTY
PLANNING COMMISSION DIRECTOR
[Signature]
12/5/11
Date Fee Paid

DESCRIPTION
APPROVED
By: [Signature] 11/29/11



Image ID: 000001762429 Type: OFF
Kind: DEEDS

Page 7 of 8

BK 2377 PG 120

EXHIBIT "A", continued

TRACT II:

Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock and bounded and described as follows:

Being a part of the east half of Section 20 in Quarter Township 3, Township 12, Range 12 bounded and described as follows;

Beginning at a stone found at the southeast corner of the Northeast Quarter of Section 20, thence along the East line Section 20 South 0 degrees 07 minutes 17 seconds West 951.98 feet to an iron pin; thence North 62 degrees 52 minutes 19 seconds West 350.0 feet to an iron pin; thence South 0 degrees 05 minutes 28 seconds East 300.0 feet to a point in the center of State Route #376 (Rockville Road); thence along the center of said State Route #376 the following ten (10) courses and distances, North 51 degrees 38 minutes 36 seconds West 155.0 feet to a point; thence North 42 degrees 28 minutes 09 seconds West 178.77 feet to a point; thence North 39 degrees 41 minutes 56 seconds West 264.37 feet to a point; thence North 39 degrees 08 minutes 38 seconds West 172.60 feet to a point; thence North 27 degrees 04 minutes 09 seconds West 161.78 feet to a point; thence North 19 degrees 43 minutes 36 seconds West 154.80 feet to a point; thence North 14 degrees 16 minutes 02 seconds West 152.35 feet to a point; thence North 6 degrees 13 minutes 17 seconds West 147.05 feet to a point; thence North 3 degrees 54 minutes 12 seconds East 148.63 feet to a point; thence North 9 degrees 44 minutes 36 seconds East 147.79 feet to a point; thence leaving said centerline North 65 degrees 48 minutes 34 seconds West 87.87 feet to an iron pin; thence North 16 degrees 07 minutes 13 seconds East 365.96 feet to an iron pin found; thence South 74 degrees 35 minutes 08 seconds East 400.0 feet to an iron pin found; thence North 16 degrees 26 minutes 41 seconds East 375.0 feet to an iron pin found; thence South 66 degrees 16 minutes 43 seconds East 259.38 feet to a point in the center of Buttermilk Road; thence along the center of Buttermilk Road South 64 degrees 47 minutes 26 seconds East 252.33 feet to a railroad spike driven in said road; thence leaving said road and along the east line of said Section 20 South 0 degrees 07 minutes 17 seconds West 779.60 feet to the place of beginning, containing thirty-five and eighty-one hundredths (35.81) acres more or less, SUBJECT TO the easements of State Route 376 and Buttermilk Road.

This description written from a survey made by L. Peter Dinan, Registered Surveyor #5451, December 17, 2003.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE:



Image ID: 000001762430 Type: OFF
Kind: DEEDS

Page 8 of 8

BK 2377 PG 121

EXHIBIT "A", continued

Being a parcel of land located in the Northeast Quarter of Section No. 20, Town No. 12, Range No. 12, Blue Rock Twp., Muskingum County, Ohio.

Commencing at the southeast corner of said northeast quarter; thence along the east line of said quarter north 00° 07' 17" west 348.44 feet; thence leaving said east line north 89° 52' 43" west 978.08 feet to a point in the center of State Route No. 376 and the point of beginning; thence from this point of beginning and leaving said State Route north 65° 48' 34" west 87.87 feet to an iron pin (FD) (reference: passing an iron (set) at 25.07 feet); thence north 16° 07' 13" east 365.95 feet to an iron pin (FD); thence south 74° 35' 08" east 63.12 feet to the center of said State Route No. 376 (reference: passing iron pin (set) at 30.72 feet):

NOTE: next (3) courses along State Route No. 376; south 14° 18' 37" west 50.67 feet; south 12° 51' 06" west 222.75 feet; south 10° 57' 25" west 106.47 feet to the place of beginning containing 0.624 of an acre in all.

Reference bearings: (assumed meridian used to denote angles only).

Iron pins (set) are 5/8" rebar with I.D. caps (JANES 6029).

The above parcel subject to all leases, easements and right of ways of record.

This description written from a survey made by Robert A. Janes, Registered Surveyor No. 6029, February 21, 2007.

DESCRIPTION
APPROVED

By: A. C. SWINEHAAT
10/5/2011 AER

1900.00
9995

TRANSFERRED
Oct 11 20 11
DEBRA J. NYE GJK
AUDITOR, MUSKINGUM COUNTY, OHIO

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code. **975.00**

FEES
EXEMPT

DEBRA J. NYE, COUNTY AUDITOR

001102

Image ID: 000001747133 Type: OFF
Kind: DEEDS
Recorded: 10/11/2011 at 02:25:44 PM
Fee Amt: \$60.00 Page 1 of 8
Instr# 201100010558
Muskingum County
Karen Vincent County Recorder
BK **2361** PG **663**

GENERAL WARRANTY DEED*

Eric C. Woodrow and Deborah S. Woodrow, husband and wife, of Muskingum County, Ohio, for valuable consideration paid, grant(s) with general warranty covenants, to Wilcox Land Finance Company, LLC, an Ohio limited liability company

whose tax mailing address is 3451 Cincinnati-Zanesville Road, Lancaster, Ohio 43130

the following REAL PROPERTY: Situated in the State of Ohio, County of Muskingum, and in the Township of Blue Rock, and more particularly described as follows:

See Attached Exhibit "A"

Subject to taxes and assessments, which are now or may hereafter become liens on said premises and except conditions and restrictions and easements, if any, of record for said premises, subject to all of which this conveyance is made.

Parcel Number: 06-50-21-14-000; 06-42-02-58-000; 06-42-01-18-000; and 06-50-21-13-000

Prior Instrument Reference: Book 1159, Page 495 and Book 1833, Page 920 Less and Excepting Book 2104, Page 843 of the Official Records of Muskingum County, Ohio.

Grantor(s) have executed this deed this 31st day of August, 2011.

Eric C. Woodrow
Eric C. Woodrow

Deborah S. Woodrow
Deborah S. Woodrow



Image ID: 00001747134 Type: OFF
Kind: DEEDS

Page 2 of 6

BK 2361 PG 664

State of Ohio County of Franklin ss.

BE IT REMEMBERED, That on this 31st day of August, 2011, before me, the subscriber, a notary public in and for said state, personally came, Eric C. Woodrow and Deborah S. Woodrow, husband and wife, the Grantor(s) in the foregoing deed, and acknowledged the signing thereof to be their 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.

Tammy Becece
Notary Public



TAMMY BESECE
Notary Public, State of Ohio
My Commission Expires 01-24-2012

This instrument was prepared by: Michael J. Weisz, Esq., 536 S. Wall Street, Columbus, Ohio 43215

*See Sections 5302.05 and 5302.06 Ohio Revised Code



Image ID: 000001747135 Type: OFF
Kind: DEEDS

Page 3 of 6

BK 2361 PG 665

EXHIBIT "A"

TRACT I:

Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock and bounded and described as follows:

Being part of the Southeast Quarter of Section 17, part of the Northeast Quarter of Section 20, and part of the Northwest Quarter of Section 21, Quarter Township 3, Township 12, Range 12, and bounded and described as follows:

Beginning at the Northeast corner of said Section 20; thence South 495 feet to a stone found; thence East 1323 feet to and iron pin; thence South 2051.10 feet to an iron pin in the center of Buttermilk Road; thence along the center of said road the following six courses and distances: North 67 deg. 06 Min. 09 sec. West 255.22 feet to an iron pin, North 63 deg. 33 min. 08 sec. West 496.49 feet to an iron pin, North 52 deg. 45 min. 15 sec. West 305.04 feet to an iron pin, North 59 deg. 01 min. 52 sec. West 225.98 feet to an iron pin, North 64 deg. 47 min. 26 sec. West 511.35 feet to an iron pin, and North 55 deg. 16 min. 56 sec. West 168.95 feet to an iron pin; thence leaving said road South 71 deg. 49 min. 08 sec. East 71.28 feet to an iron pin; thence North 48 deg. 32 min. 16 sec. West 111.45 feet to an iron pin; thence North 41 deg. 46 min. 46 sec. West 21 feet to an iron pin; thence North 18 deg. 56 min. 46 seconds West 173.64 feet to an iron pin; thence North 19 deg. 51 min. 54 sec. East 241.02 feet to an iron pin; thence North 73 deg. 50 min. 46 sec. West 298.20 feet to an iron pin; thence South 35 deg. 34 min. 14 sec. West 149.65 feet to a iron pin on the South edge of Buttermilk Road; thence North 54 deg. 45 min. 46 sec. West 162.85 feet to an iron pin; thence North 15 deg. 32 min. 14 sec. East 151.40 feet to an iron pin; thence North 10 deg. 57 min. 14 sec. East 125 feet to an iron pin; thence North 81 deg. 03 min. 31 sec. West 324.15 feet to the center of State Route 60; thence along the center of State Route 60 North 2 deg. 37 min. 02 sec. East 191.32 feet; thence continuing along the center of said State Route 60 North 1 deg. 12 min. 31 sec. West 744.73 feet; thence leaving said road South 87 deg. 29 min. 01 sec. East 363 feet to an iron pin; thence North 6 deg. 44 min. 45 sec. East 742.65 feet to an iron pin; thence North 13 deg. 32 min. 09 sec. East 224.50 feet to an iron pin; thence South 89 deg. 17 min. 51 sec. East 665.98 feet to an iron pin; thence South 1089.05 feet to the place of beginning, containing 105.75 acres, more or less (being 20.25 acres in Section 17, 33.87 acres in Section 20, and 51.63 acres in Section 21).

This description written from a survey made by L. Peter Dinan, Registered Surveyor #5451, May 29, 1980)

LESS AND EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE:



Image ID: 000001747136 Type: OFF
Kind: DEEDS

Page 4 of 6

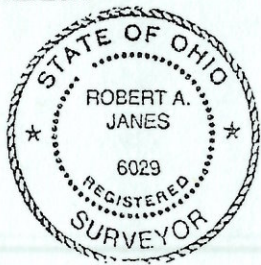
BK 2361 PG 666

exception

EXHIBIT "A"

BEING A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION NO. 21, TOWN NO. 12, WEST, RANGE 12 NORTH, BLUE ROCK TWP., MUSKINGUM COUNTY, OHIO (BEING A PART OF 51.63 ACRE TRACT, PARCEL NO. 06-50-21-13-000).
 COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;
 THENCE ALONG THE SOUTH LINE OF SAID QUARTER SOUTH 89° 13' 04" WEST 1281.58' TO AN IRON PIN (FD) AT THE SOUTHWEST CORNER OF B. DENTON TRACT (VOLUME-1098, PAGE-40);
 THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF DENTON TRACT NORTH 3° 19' 06" WEST 54.05' TO THE CENTER OF CO. RD. NO. 226 (BUTTERMILK RD.) AND THE POINT OF BEGINNING;
 THENCE FROM THIS POINT OF BEGINNING AND LEAVING SAID WEST LINE AND ALONG SAID CO. RD. NORTH 69° 45' 30" WEST 274.55'; THENCE LEAVING SAID CO. RD. NORTH 27° 41' 21" WEST 637.50' TO AN IRON PIN (SET) (REFERENCE: PASSING IRON PINS (SET) AT 33.15' AND 112.70');
 THENCE NORTH 21° 59' 06" EAST 129.36' TO AN IRON PIN (SET);
 THENCE SOUTH 60° 42' 00" EAST 97.59' TO AN IRON PIN (SET);
 THENCE SOUTH 83° 01' 06" EAST 383.41' TO AN IRON PIN (SET) IN THE WEST LINE OF SAID DENTON TRACT;
 THENCE ALONG THE WEST LINE OF SAID DENTON TRACT SOUTH 3° 19' 06" EAST 686.22' TO THE POINT OF BEGINNING (REFERENCE: PASSING AN IRON PIN (SET) AT 337.44' AND AN IRON PIN (FD) AT 640.13'), CONTAINING 5.931 ACRES.
 REFERENCE: VOLUME-1159, PAGE-495.
 REFERENCE BEARING: (ASSUMED MERIDIAN USED TO DENOTE ANGLES ONLY).
 IRON PINS (SET) ARE 5/8" REBAR WITH I. D. CAPS (JANES 6029).
 THE ABOVE PARCEL SUBJECT TO ALL LEASES, EASEMENTS AND RIGHT OF WAYS OF RECORD.
 PLAT OF SAID SURVEY IS ATTACHED HERewith AND MADE A PART THEREOF.
 THIS DESCRIPTION WAS WRITTEN FROM A SURVEY MADE
 BY ROBERT A. JANES
 REGISTERED SURVEYOR NO. 6029
 DATE SURVEYED: JULY 15, 2011

Robert A. Janes



DESCRIPTION APPROVED
By: *A.C. Swinehart*
8-19-2011 *CLS*

APPROVED
MUSKINGUM COUNTY
PLANNING COMMISSION DIRECTOR

[Signature]

Date: 8/18/11 Fee Paid: -

DESCRIPTION APPROVED
By: *[Signature]* 8/19/2011



Image ID: 000001747137 Type: OFF
Kind: DEEDS

Page 5 of 6

BK 2361 PG 667

EXHIBIT "A", continued

TRACT II:

Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock and bounded and described as follows:

Being a part of the east half of Section 20 in Quarter Township 3, Township 12, Range 12 bounded and described as follows;

Beginning at a stone found at the southeast corner of the Northeast Quarter of Section 20, thence along the East line Section 20 South 0 degrees 07 minutes 17 seconds West 951.98 feet to an iron pin; thence North 62 degrees 52 minutes 19 seconds West 350.0 feet to an iron pin; thence South 0 degrees 05 minutes 28 seconds East 300.0 feet to a point in the center of State Route #376 (Rockville Road); thence along the center of said State Route #376 the following ten (10) courses and distances, North 51 degrees 38 minutes 36 seconds West 155.0 feet to a point; thence North 42 degrees 28 minutes 09 seconds West 178.77 feet to a point; thence North 39 degrees 41 minutes 56 seconds West 264.37 feet to a point; thence North 39 degrees 08 minutes 38 seconds West 172.60 feet to a point; thence North 27 degrees 04 minutes 09 seconds West 161.78 feet to a point; thence North 19 degrees 43 minutes 36 seconds West 154.80 feet to a point; thence North 14 degrees 16 minutes 02 seconds West 152.35 feet to a point; thence North 6 degrees 13 minutes 17 seconds West 147.05 feet to a point; thence North 3 degrees 54 minutes 12 seconds East 148.63 feet to a point; thence North 9 degrees 44 minutes 36 seconds East 147.79 feet to a point; thence leaving said centerline North 65 degrees 48 minutes 34 seconds West 87.87 feet to an iron pin; thence North 16 degrees 07 minutes 13 seconds East 365.96 feet to an iron pin found; thence South 74 degrees 35 minutes 08 seconds East 400.0 feet to an iron pin found; thence North 16 degrees 26 minutes 41 seconds East 375.0 feet to an iron pin found; thence South 66 degrees 16 minutes 43 seconds East 259.38 feet to a point in the center of Buttermilk Road; thence along the center of Buttermilk Road South 64 degrees 47 minutes 26 seconds East 252.33 feet to a railroad spike driven in said road; thence leaving said road and along the east line of said Section 20 South 0 degrees 07 minutes 17 seconds West 779.60 feet to the place of beginning, containing thirty-five and eighty-one hundredths (35.81) acres more or less, SUBJECT TO the easements of State Route 376 and Buttermilk Road.

This description written from a survey made by L. Peter Dinan, Registered Surveyor #5451, December 17, 2003.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE:



Image ID: 000001747138 Type: OFF
Kind: DEEDS

Page 6 of 6

BK 2361 PG 668

EXHIBIT "A", continued

Being a parcel of land located in the Northeast Quarter of Section No. 20, Town No. 12, Range No. 12, Blue Rock Twp., Muskingum County, Ohio.

Commencing at the southeast corner of said northeast quarter; thence along the east line of said quarter north 00° 07' 17" west 348.44 feet; thence leaving said east line north 89° 52' 43" west 978.08 feet to a point in the center of State Route No. 376 and the point of beginning; thence from this point of beginning and leaving said State Route north 65° 48' 34" west 87.87 feet to an iron pin (FD) (reference: passing an iron (set) at 25.07 feet); thence north 16° 07' 13" east 365.95 feet to an iron pin (FD); thence south 74° 35' 08" east 63.12 feet to the center of said State Route No. 376 (reference: passing iron pin (set) at 30.72 feet):

to Blue Rock Township

NOTE: next (3) courses along State Route No. 376; south 14° 18' 37" west 50.67 feet; south 12° 51' 06" west 222.75 feet; south 10° 57' 25" west 106.47 feet to the place of beginning containing 0.624 of an acre in all.

Reference bearings: (assumed meridian used to denote angles only).

Iron pins (set) are 5/8" rebar with I.D. caps (JANES 6029).

The above parcel subject to all leases, easements and right of ways of record.

This description written from a survey made by Robert A. Janes, Registered Surveyor No. 6029, February 21, 2007.

DESCRIPTION

APPROVED

By: *[Signature]* 10/3/2011

2004

WARRANTY DEED

Image ID: 00000575112 Type: OFF
 Recorded: 01/12/2004 at 02:36:07 PM
 Fee Amt: \$44.00 Page 1 of 4
 Instr# 20040000503
 Muskingum County
 Karen Vincent County Recorder
 BK 1833 PG 920

KNOW ALL MEN BY THESE PRESENTS, that

- ✓ RUTH ANN SWEENEY and EDWIN D. SWEENEY, her husband;
- ✓ MARLENE A. RIGGS and CARL L. RIGGS, husband and wife;
- ✓ PERRY R. SHILLING, unmarried;
- ✓ MARSHA K. CAMPBELL and GARY K. CAMPBELL, her husband; and
- ✓ RANDALL K. SHILLING and KAREN L. SHILLING, his wife;

for valuable consideration paid, grants with general warranty covenants to

ERIC C. WOODROW and DEBORAH S. WOODROW

whose tax mailing address is 6015 Buttermilk Road
Blue Rock, Ohio 43720

the following real property, to-wit:

Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock and bounded and described as follows:

FIRST PARCEL: Situated in Section 20, Township 12, Range 12, and beginning at a point on the east line of said section, 22 chains north of the southeast corner of Section 20, Township 12, Range 12; thence north 52 3/4 degrees west 6 chains and 12 links to a point; thence north 38 1/2 degrees west 14 chains and 10 links to a point; thence north 24 1/2 degrees west 5 chains and 90 links to a point; thence north 6 degrees east 9 chains and 20 links to a point; thence south 62 1/2 degrees east 70 links to a point; thence north 28 degrees east 8 chains and 50 links to a point; thence south 71 degrees east 13 chains and 25 links to a point on the east line of said Section 20; thence south 3 1/2 degrees west 32 chains 50 links to the place of beginning, containing 44.41 acres, more or less.

First Exception: Being a strip of land 20 feet wide on each side of center line a total of 40 feet in width, to be used for road purposes, beginning at a point in the center line of the Rockville-Gaysport Road, which point is 1147 feet northwest of the southeast corner of George Echelberry and Fred Gregg's land, thence north 17 degrees 5 minutes west 268.56 feet to a point, thence north 16 degrees 29 minutes east 1217.54 feet to a point; North 23 degrees 14 minutes east 168.9 feet to a point, which point is on the center line of County Road No. 69, and the north boundary line of the Echelberry and Gregg farm. Said strip of land contains one and one-half acres, more or less.

Second Exception: Beginning at the northeast corner of the C. E. Hutchinson farm and southeast corner of Lot No. 29 in the town of Gaysport, thence in an easterly direction 177 feet on a line produced with the south line of Lot No. 29 to the center of Gaysport-Rockville Road; thence in a southerly direction 913 feet to the southwest side of the Echelberry and Gregg farm; thence along the west line of the Echelberry-Gregg farm in a northwesterly direction 1020 feet to the place of beginning, containing 1.6 acres, more or less.

Third Exception: Beginning at the northeast corner of the property now owned by the school; thence in an easterly direction 375 feet to a corner; thence south 375 feet to a corner; thence in a westerly direction 400 feet more or less, to a point on the east boundary line of the present school property; thence in a northeasterly direction, along said boundary line to the place of beginning, containing approximately 3.2 acres.

Fourth Exception: Being a tract of land 60 feet in width across, in and through the property of Fred Gregg and George Echelberry adjacent to and including the present road, and all lands lying and being between the center line of the present road as existing (1936) and lines parallel thereto and 30 feet therefrom on the east and west sides thereof. 1.8 ac

Fifth Exception: Beginning at the southeast corner of said 44.41 acre tract, thence north 300 feet along the east line of said tract to an iron pin; thence west 350 feet to a point; thence south 300 feet to a point on the south line of said tract; thence east along said south line 350 feet to the place of beginning, estimated to contain 2.41 acres, more or less.

The lands herein conveyed contain 33.90 acres, more or less. Reference Book 421, page 445, Muskingum County Records.

Road Easement →

44.41
 - 1.50

 42.91
 1.60

 41.31
 3.20

 38.11
 2.41

 35.70
 1.80

 33.90
 =

AUDITOR'S PARCEL NO. 06-06-42-02-58-000

000043

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
 FEE \$ 120.00
 EXEMPT _____
 ANITA J. ADAMS, COUNTY AUDITOR

TRANSFERRED
 1-12-20-04
 ANITA J. ADAMS
 COUNTY AUDITOR

SECOND PARCEL: Being a part of Township 12, Range 12, Section 20, Blue Rock Township, Muskingum County, Ohio and further described as follows: Being a strip of land twenty (20) feet wide on each side of center line a total of forty feet in width, to be used for road purposes, beginning at a point in the center line of Rockville-Gaysport Road, which point is 1147 feet north-west of the south-east corner of George Echelberry and Fred Gregg's land, thence north 17 degrees and 5 minutes west 268.56 feet to a point, thence north 16 degrees and 29 minutes west 1217.54 feet to a point north 23 degrees and 14 minutes east 168.9 feet to a point, which point is on the center line of County Road 69, and the north boundary line of the Echelberry and Gregg farm. Said strip of land contains one and one half acres, more or less.

AUDITOR'S PARCEL NO. 06-06-42-02-59-000

Said premises are more particularly described by a new survey as follows:

Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock, and bounded and described as follows:

Being a part of the east half of Section 20 in Quarter Township 3, Township 12, Range 12 bounded and described as follows:

Beginning at a stone found at the southeast corner of the Northeast Quarter of Section 20, thence along the East line of Section 20 South 0 degrees 07 minutes 17 seconds West 951.98 feet to an iron pin; thence North 62 degrees 52 minutes 19 seconds West 350.0 feet to an iron pin; thence South 0 degrees 05 minutes 28 seconds East 300.0 feet to a point in the center of State Route #376 (Rockville Road); thence along the center of said State Route #376 the following ten (10) courses and distances, North 51 degrees 38 minutes 36 seconds West 155.0 feet to a point; thence North 42 degrees 28 minutes 09 seconds West 178.77 feet to a point; thence North 39 degrees 41 minutes 56 seconds West 264.37 feet to a point; thence North 39 degrees 08 minutes 38 seconds West 172.60 feet to a point; thence North 27 degrees 04 minutes 09 seconds West 161.78 feet to a point; thence North 19 degrees 43 minutes 36 seconds West 154.80 feet to a point; thence North 14 degrees 16 minutes 02 seconds West 152.35 feet to a point; thence North 6 degrees 13 minutes 17 seconds West 147.05 feet to a point; thence North 3 degrees 54 minutes 12 seconds East 148.63 feet to a point; thence North 9 degrees 44 minutes 36 seconds East 147.79 feet to a point; thence leaving said centerline North 65 degrees 48 minutes 34 seconds West 87.87 feet to an iron pin; thence North 16 degrees 07 minutes 13 seconds East 365.96 feet to an iron pin found; thence South 74 degrees 35 minutes 08 seconds East 400.0 feet to an iron pin found; thence North 16 degrees 26 minutes 41 seconds East 375.0 feet to an iron pin found; thence South 66 degrees 16 minutes 43 seconds East 259.38 feet to a point in the center of Buttermilk Road; thence along the center of Buttermilk Road South 64 degrees 47 minutes 26 seconds East 252.33 feet to a railroad spike driven in said road; thence leaving said road and along the east line of said Section 20 South 0 degrees 07 minutes 17 seconds West 779.60 feet to the place of beginning, containing thirty-five and eighty-one hundredths (35.81) acres more or less, SUBJECT TO the easements of State Route #376 and Buttermilk Road.

This description written from a survey made by L. Peter Dinan, Registered Surveyor #5451, December 17, 2003.

AUDITOR'S PARCEL NO: ~~06-06-42-02-58-000~~ and 06-06-42-02-59-000

Prior Instrument References: Deed Book 744, page 332; Deed Book 858, page 271; Deed Book 919, page 257, Muskingum County Records.

Also see Certificates of Transfer for the estates of Donald K. Shilling, Deceased; Russell G. Shilling, Deceased; Marjorie M. Myers, Deceased; Marjorie L. Shilling, Deceased, and Marjorie J. Gregg, Deceased.

DESCRIPTION APPROVED
FOR AUDITOR'S TRANSFER
BY A.L. Swinehart
12-22-2003 kb



Image ID: 00000575113 Type: OFF
Page 2 of 4

BK 1833 PG 921

EXECUTED this 25th day of November, 2003.

Ruth Ann Sweeney
RUTH ANN SWEENEY

Edw D Sweeney
EDWIN D. SWEENEY

Marlene A. Riggs
MARLENE A. RIGGS

Carl L Riggs
CARL L. RIGGS

Perry R. Shilling
PERRY R. SHILLING

Marsha K Campbell
MARSHA K. CAMPBELL

Gary K Campbell
GARY K. CAMPBELL

Randall K Shilling
RANDALL K. SHILLING

Karen L Shilling
KAREN L. SHILLING

STATE OF OHIO,
Muskingum COUNTY, SS:

The foregoing instrument was acknowledged before me this 1st day of December, 2003, by RUTH ANN SWEENEY and EDWIN D. SWEENEY, her husband.



THOMAS PAYNE, Attorney-At-Law
Notary Public, State of Ohio
My Commission Expires
12/31/05
Section 147.03 R.C.

Thomas Payne
Notary Public

STATE OF OHIO,
MUSKINGUM COUNTY, SS:

The foregoing instrument was acknowledged before me this 25 day of November, 2003, by MARLENE A. RIGGS and CARL L. RIGGS, husband and wife..



THOMAS PAYNE, Attorney-At-Law
Notary Public, State of Ohio
My Commission Expires
12/31/05
Section 147.03 R.C.

Thomas Payne
Notary Public



Image ID: 00000575114 Type: OFF
Page 3 of 4

BK 1833 PG 922

STATE OF OHIO,
MUSKINGUM COUNTY, SS:

The foregoing instrument was acknowledged before me this 26th day of November, 2003, by PERRY R. SHILLING, unmarried.



THOMAS PAYNE, Attorney-At-Law
Notary Public, State of Ohio
My Commission Has No
Expiration Date
Section 147.03 R.C.

Thomas Payne
Notary Public

STATE OF OHIO,
MUSKINGUM COUNTY, SS:

The foregoing instrument was acknowledged before me this 28th day of November, 2003, by MARSHA K. CAMPBELL and GARY K. CAMPBELL, her husband.



THOMAS PAYNE, Attorney-At-Law
Notary Public, State of Ohio
My Commission Has No
Expiration Date
Section 147.03 R.C.

Thomas Payne
Notary Public

STATE OF OHIO,
MUSKINGUM COUNTY, SS:

The foregoing instrument was acknowledged before me this 25th day of November, 2003, by RANDALL K. SHILLING and KAREN L. SHILLING, his wife.



THOMAS PAYNE, Attorney-At-Law
Notary Public, State of Ohio
My Commission Has No
Expiration Date
Section 147.03 R.C.

Thomas Payne
Notary Public



Image ID: 000000575115 Type: OFF
Page 4 of 4

BK 1833 PG 923

This instrument prepared by: JONES, FUNK AND PAYNE - Attorneys at Law
45 North Fourth Street, Zanesville, Ohio 43701



Image ID: 000002493556 Type: OFF
Kind: MORTGAGE RELEASE
Recorded: 07/12/2022 at 12:10:29 PM
Fee Amt: \$38.00 Page 1 of 1
Instr# 202200007658
Muskingum County
CINDY RODGERS County Recorder

BK **3089** PG **700**

SATISFACTION OF MORTGAGE

This is to certify that the conditions of a certain mortgage bearing date of 1/4/2021 from Peter Cherevas, of 8480 Imlay Rd, Blue Rock, Ohio 43720 to Bruner Land Company, Inc., an Ohio corporation as recorded in O.R. Vol 2965 Pg. 887, Muskingum County Recorder, having been fully complied with, and the same is hereby satisfied and discharged.

Parcel #: 06-42-02-58-000

Signed this 8 day of July, 2022.

Douglas R. Bruner, President
Bruner Land Company, Inc.

State of Ohio, County of Guernsey, SS:

Before me, a notary public in and for said County, personally appeared the above named Bruner Land Company, Inc. by Douglas R. Bruner, President, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed of the corporation. No oath or affirmation was administered to the signer regarding this notarial act.


IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Byesville, Ohio, this 8 day of July, 2022.

THIS INSTRUMENT WAS PREPARED BY: Bruner Land Company, Inc.



CASSIE ARMENTROUT
Notary Public
State of Ohio
My Comm. Expires
May 3, 2027

After Recording Return To:
Bruner Land Company, Inc.
P.O. Box 98
Byesville, Ohio 43723


Image ID: 000002357040 Type: OFF
Kind: MORTGAGE
Recorded: 01/08/2021 at 12:48:44 PM
Fee Amt: \$130.00 Page 1 of 14
Instr# 202100000203
Muskingum County
CINDY RODGERS County Recorder
BK 2965 PG 887

_____Space Above This Line For Recording Data]_____

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 8, 10, 15, 17 and 18. Certain rules regarding the usage of words used in this document are also provided in Section 13.

- (A) "Security Instrument" means this document, which is dated January 4, 2021, together with all Riders to this document.
- (B) "Borrower" is Peter Cherevas, unmarried, of 8480 Imlay Rd, Blue Rock, Ohio 43720. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is Bruner Land Company, Inc. Lender is an Ohio Corporation organized and existing under the laws of Ohio. Lender's address is PO Box 98, Byesville, Ohio 43723. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated January 4, 2021. The Note states that Borrower owes Lender, Fifty-One Thousand Five Hundred and 00/100 Dollars (U.S. \$51,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2050.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (H) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (I) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.



BK 2965 PG 888

(J) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note.

(K) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(L) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Muskingum County, Ohio:

See Attached Exhibit A.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in



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Kind: MORTGAGE

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BK 2965 PG 889

accordance with the notice provisions in Section 12. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

4. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding

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BK 2965 PG 890

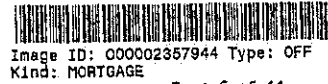
sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 4 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 19 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.



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5. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

6. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan.

7. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 7, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 7.

Any amounts disbursed by Lender under this Section 7 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

8. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically



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BK 2965 PG 892

feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence

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BK 2965 PG 893

proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

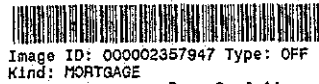
10. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 15, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 17) and benefit the successors and assigns of Lender.

11. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

12. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

13. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of the State of Ohio. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event



BK 2965 PG 894

that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

14. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

15. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 12 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 15.

17. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law.



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Kind: MORTGAGE

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BK 2965 PG 895

There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 12) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 19 and the notice of acceleration given to Borrower pursuant to Section 15 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17.

18. Hazardous Substances. As used in this Section 18: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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BK 2965 PG 896

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 15 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding, the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 19, including, but not limited to, costs of title evidence.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

21. Certain Other Advances. In addition to any other sum secured hereby, this Security Instrument shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Section 21 to acknowledge, affirm and comply with the provision of § 5301.233 of the Revised Code of Ohio.

Image ID: 000002357950 Type: OFF
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Peter Cherevas (Seal)
Peter Cherevas - Borrower

_____[Space Below This Line For Acknowledgment]_____

STATE OF OHIO, COUNTY OF Guernsey, SS:
On this 4th day of January, 2021, before me, a Notary Public in and for said County and State, personally appeared **Peter Cherevas**, the individuals who executed the foregoing instrument and acknowledged that they did examine and read the same and did sign the foregoing instrument, and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jennifer Parsons
Notary Public
My commission expires: _____



JENNIFER E PARSONS
NOTARY PUBLIC
STATE OF OHIO
GUERNSEY COUNTY
My Comm. Exp.
August 29, 2021

This instrument prepared by:

Bruner Land Company, Inc.
P.O. Box 98
Byesville, Ohio 43723



Image ID: 000002357951 Type: OFF
Kind: MORTGAGE

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BK 2965 PG 898

Exhibit A

Situated in the County of Muskingum, in the State of Ohio, and in the Township of Blue Rock and bounded and described as follows:

Being a part of the east half of Section 20 in Quarter Township 3, Township 12, Range 12 bounded and described as follows:

Beginning at a stone found at the southeast corner of the Northeast Quarter of Section 20, thence along the East line Section 20 South 0 degrees 07 minutes 17 seconds West 951.98 feet to an iron pin; thence North 62 degrees 52 minutes 19 seconds West 350.0 feet to an iron pin; thence South 0 degrees 05 minutes 28 seconds East 300.0 feet to a point in the center of State Route #376 (Rockville Road); thence along the center of said State Route #376 the following ten (10) courses and distances, North 51 degrees 38 minutes 36 seconds West 155.0 feet to a point; thence North 42 degrees 28 minutes 09 seconds West 178.77 feet to a point; thence North 39 degrees 41 minutes 56 seconds West 264.37 feet to a point; thence North 39 degrees 08 minutes 38 seconds West 172.60 feet to a point; thence North 27 degrees 04 minutes 09 seconds West 161.78 feet to a point; thence North 19 degrees 43 minutes 36 seconds West 154.80 feet to a point; thence North 14 degrees 16 minutes 02 seconds West 152.35 feet to a point; thence North 6 degrees 13 minutes 17 seconds West 147.05 feet to a point; thence North 3 degrees 54 minutes 12 seconds East 148.63 feet to a point; thence North 9 degrees 44 minutes 36 seconds East 147.79 feet to a point; thence leaving said centerline North 65 degrees 48 minutes 34 seconds West 87.87 feet to an iron pin; thence North 16 degrees 07 minutes 13 seconds East 365.96 feet to an iron pin found; thence South 74 degrees 35 minutes 08 seconds East 400.0 feet to an iron pin found; thence North 16 degrees 26 minutes 41 seconds East 375.0 feet to an iron pin found; thence South 66 degrees 16 minutes 43 seconds East 259.38 feet to point in the center of Buttermilk Road; thence along the center of Buttermilk Road South 64 degrees 47 minutes 26 seconds East 252.33 feet to a railroad spike driven in said road; thence leaving said road and along the east line of said Section 20 South 0 degrees 07 minutes 17 seconds West 779.60 feet to the place of beginning, containing thirty-five and eighty-one hundredths (35.81) acres more or less, SUBJECT TO the easements of the State Route 376 and Buttermilk Road.

This description written from a survey made by L. Peter Dinan, Registered Surveyor #5451, December 17, 2003.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE:

Being a parcel of land located in the Northeast Quarter of Section No. 20, Township No. 12, Range No. 12, Blue Rock Township, Muskingum County, Ohio.

Commencing at the southeast corner of said northeast quarter; thence along the east line of said quarter north 00° 07' 17" west 348.44 feet; thence leaving said east line north 89° 52' 43" west 978.08 feet to a point in the center of State Route No. 376 and the point of beginning; thence from this point of beginning and leaving said State Route north 65° 48' 34" west 87.87 feet to an iron pin (FD) (reference; passing an iron (set) at 25.07 feet); thence north 16° 07' 13" east 365.95 feet to an iron pin (FD); thence south 74° 35' 08" east 63.12 feet to the center of said State Route No. 376 (reference: passing iron pin (set) at 30.72 feet);

NOTE: next (3) courses along State Route No. 376; south 14° 18' 37" west 50.67 feet; south 12° 51' 06" west 222.75 feet; south 10° 57' 25" west 106.47 feet to the place of beginning containing 0.624 of an acre in all.

Reference bearings: (assumed meridian used to denote angles only).

Iron pins (set) are 5/8" rebar with I.D. caps (JANES 6029).

The above parcel subject to all leases, easements and right of ways of record.

This description written from a survey made by Robert A Janes, Registered Surveyor No. 6029, February 21, 2007.

Parcel Number: 06-42-02-58-000

DESCRIPTION
APPROVED
By: *Robert A Janes*
10-5-2011 CLS



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Kind: MORTGAGE

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BK 2965 PG 899

Previously excepted and reserved, all of the oil and gas in and under, and that may be produced from the above described real estate together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing the said lands for oil and gas and storing, handling, transporting, and marketing the same therefrom.



Image ID: 00002357953 Type: OFF
Kind: MORTGAGE

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BK 2965 PG 900

EXHIBIT A

BRUNER HERSHBERGER/MUSKINGUM FARM PROTECTIVE COVENANTS

- 1.) The following protective covenants are covenants running with the land, and shall continue in full force and effect until January 01, 2075, (through injunction or otherwise) by any owner acquiring any part of the land acquired by the undersigned in the Twp of Blue Rock by Deed recorded in O.R. Vol. 2479 Pg. 869 and O.R. Vol. 2486 Pg. 728 in the land records of Muskingum County, Ohio.
- 2.) Any mobile home placed on said property shall be 10 years old or newer at time of placement, shall contain a minimum of 700 square feet and shall be under skirted at time of placement and shall contain vinyl siding.
- 3.) No inoperative or unlicensed vehicles may be placed on said lot. No accumulation of discarded personal effects, debris, waste, garbage, or any unsightly object or matter will be permitted on any lot.
- 4.) No noxious or offensive activity shall be carried on upon any lot.
- 5.) Before occupancy of any house or mobile home, a sewage disposal system shall be installed in conformity with the minimum standards required by the County Board of Health.
- 6.) Before any construction takes place purchaser must contact the local government authority to make sure they are in compliance with the local laws.
- 7.) No incomplete or junk type structures shall be permitted on the property. No temporary house, shack, tent, camper, school bus, or recreational vehicles shall be used as a permanent dwelling; however camping, with customary structures or vehicles, is permitted on any tract. These structures can have less than 700 square feet including site built cabins that are used for camping.
- 8.) Any full time residence erected on said lots shall be at least 700 square feet of indoor heated area (excluding basement and garage), and shall have a finished siding such as rustic wood, frame, brick veneer, press board or contemporary siding.
- 9.) Any building or structure placed on said property shall be set back a minimum of 75 feet from any government road unless a lesser set-back is requested by public authority.
- 10.) Where protective covenants and Muskingum County of the Twp of Blue Rock Ordinances are in conflict, the stricter requirement will prevail.
- 11.) Invalidation of any of these covenants by judgment of court order shall, in no way affect any of the other provisions, which shall remain in full force and effect.
- 12.) Nothing contained herein shall be construed as creating any obligation on the part of Bruner Land Company, Inc. to enforce these Protective Covenants.
- 13.) The purchasers of this farm, for themselves, their heirs and assigns, by the acceptance of the conveyance of this farm, agree to be bound by the covenants contained herein and are the primary enforcers of these covenants.

RIGHT-OF-WAY EASEMENT

Book **1647** Page **926**

KNOWN ALL MEN BY THESE PRESENTS That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

TRANSFER NOT NECESSARY

FEB 22 2002

- Marjorie J. Gregg, 1575 Bowers Lane Apt. A-5 Zanesville, Ohio 43701
- Perry Shilling 5310 Milford Drive Zanesville, Ohio 43701
- Marlene Riggs, 2360 Adamsville Road Zanesville, Ohio 43701
- Marsha Campbell 4280 Center Road Zanesville, Ohio 43701
- Randy Shilling 425 Meadow Lane Zanesville, Ohio 43701

Christa J. Adams
Auditor Muskingum County, Ohio

hereinafter referred to as Grantor, by the BOARD OF COUNTY COMMISSIONERS OF MUSKINGUM COUNTY, OHIO, Court House, Zanesville, Ohio, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water main or mains and appurtenances, including the installing and maintaining of service connections and pipes, setting and maintaining all appurtenances and the making of all repairs to mains, services and appurtenances connected therewith that in the opinion of the Grantee may be necessary at the time, also to disconnect any service or main, or to do any other thing that may be necessary or advisable in the judgment of said Grantee, its successors or assigns, in order to maintain or operate said mains, connections, pipes and appurtenances in accordance with the Rules and Regulations for the management and protection of said Water and Sewer District, now in force or that may be hereafter adopted, over, across, and through the land of the Grantor situated in Muskingum County, State of Ohio, said land being described as follows:

Being part of the Northeastern quarter of Section 20, Town 12/12 Range, Township of Blue Rock, as recorded in Deed Vol. 858/919 Page 271/257. Together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purpose of this Easement. Parcel number 57, 58, 59 as found in Muskingum County Courthouse.

This Easement shall be 20 feet in width excepting existing buildings locate therein, and described as follows:

Located adjacent and parallel to the entire Western boundary line of lands described in Deed Ref. 858/919, Page 271/257.

In addition, the undersigned grants to said Board Of County Commissioners a temporary easement for construction purposes 30 feet in width on either or both sides of said permanent easement. (For further description reference is hereby made to water and sewer system plans on file at Muskingum County Courthouse.)

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

Construction specifications for this project shall include a requirement that contractor will repair damages to property to at least the condition prior to construction. Every effort shall be made to minimize damage to existing trees and shrubs; however, the County will only be responsible for replacement or reimbursement of such trees and shrubs as are specifically agreed to before construction begins.

The grant and other provisions of the Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assign

IN WITNESS WHEREOF, the Grantors have executed this instrument this 31 day January 2002

Marjorie J. Gregg
Grantor Marjorie J. Gregg

Mark A. Johnson
Witness
David R. Brown
Witness

Perry Shilling
Grantor Perry Shilling

Paul J. Johnson
Witness
David R. Brown
Witness

Marlene Riggs
Grantor Marlene Riggs

Carl L. Riggs
Witness
David R. Brown
Witness

Muskingum County, Ohio
Recorded 02/22/2002 at 14:30:16
No: 2002-00040412 1 of 3 Pgs
Fee Amt: .00
Karen Vincent, Recorder

Marsha Campbell
Grantor Marsha Campbell

Randy Shilling
Grantor Randy S hilling

Sherry Campbell Jr.
Witness

Sherril K. Batross
Witness

[Signature]
Witness

[Signature]
Witness

STATE OF OHIO, COUNTY OF MUSKINGUM, SS:

Before me, a Notary Public in and for said County and State, personally appeared

The above named Marjorie J. Gregg
Perry Shilling
Marlene Riggs
Marsha Campbell
Randy Shilling

Who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

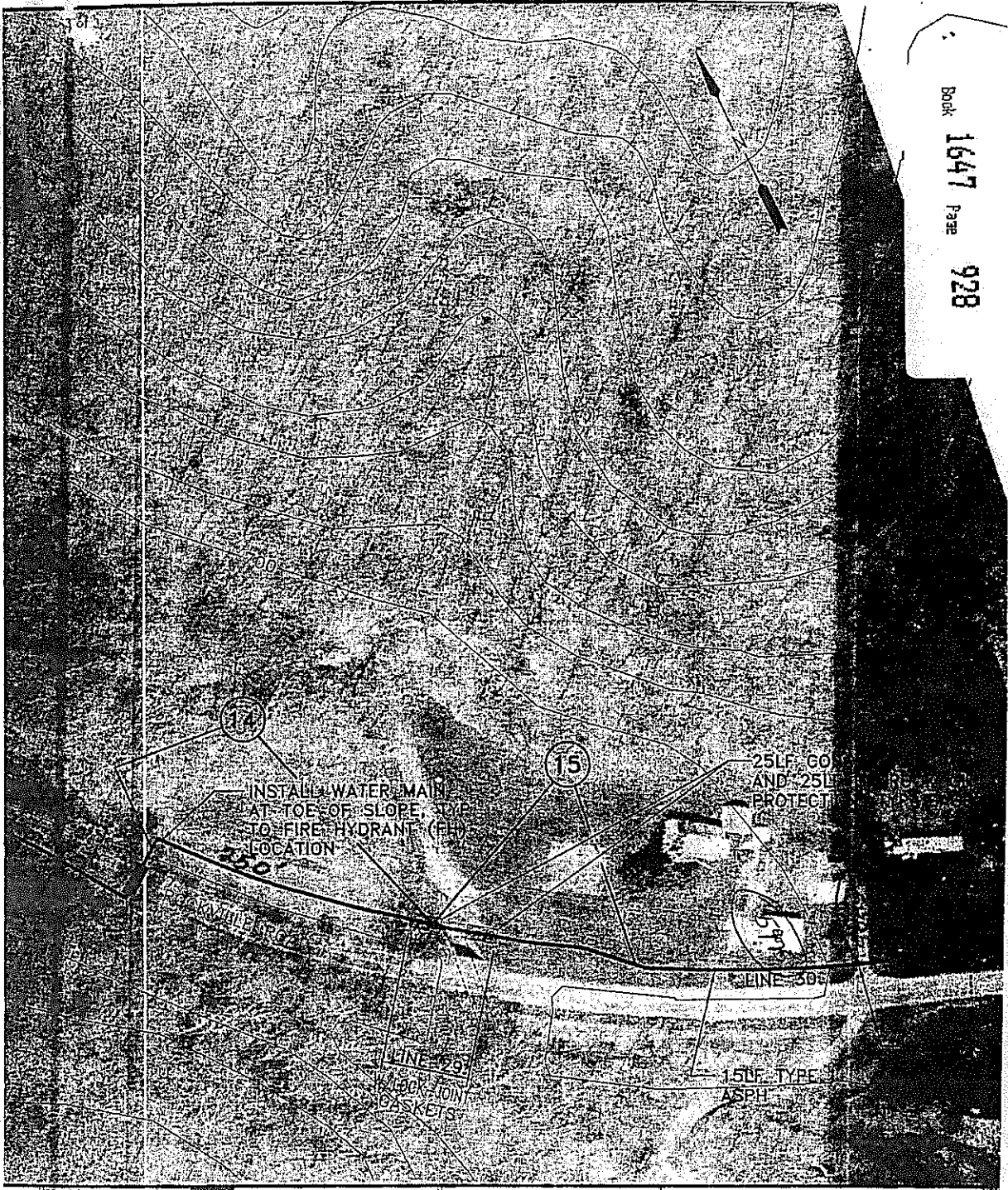
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal in Muskingum County Ohio this
31 day of January, 2002.



GERALD R. HOWARD
Notary Public, State of Ohio
My Commission Expires
January 20, 2005
Recorded in Muskingum County

Form prepared by Grantee

[Signature]
Notary Public



DRAWN BY: DAVID STEWART CHECKED BY: arb	 VAUGHN, COAST & VAUGHN, INC. Engineers 21 Columbus, Ohio 43250	MADISON COUNTY COMMISSION CAYSPORT WATER SYSTEM EXTENSION MADISON COUNTY, OHIO	CAYSPORT WATER SYSTEM EXTENSION ALONG STATE ROUTE 376 LINE 28, 29 AND 30
--------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------

BOOK 959 PAGE 237

8808
Muskingum County, Ohio Book 12-1110 25
Recorded 12-12-1985 Vol 459 Pg
at 8:31 AM
Recorder: a.l.c. Fee

RELEASE OF EASEMENTS.

The Board of County Commissioners of Muskingum County, Ohio, for valuable consideration paid, releases and cancels all those certain easements granted to the said Board of County Commissioners by the respective Grantors and recorded at the respective volumes and pages of the deed records of Muskingum County, Ohio, as set forth in the "Exhibit A" attached hereto, with the intent that the easements shall terminate.

WITNESS our hands this 5th day of Sept., 1985.

Signed and acknowledged in the presence of

Board of County Commissioners
Muskingum County, Ohio

[Signature]
[Signature]

[Signature]
Ancel G. Luburgh

[Signature]
George A. Buchanan

[Signature]
Don Dilts

State of Ohio
Muskingum County, SS:

The foregoing instrument was acknowledged before me this 5th day of September, 1985, by Ancel G. Luburgh, George A. Buchanan, and Don Dilts, the members of the Board of County Commissioners of Muskingum County, Ohio.

[Signature]
Notary Public

HELEN M. PORTER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES NOV. 30, 1987

This instrument prepared by the office of the Prosecuting Attorney of Muskingum County, Ohio.

TRANSFER
NOT NECESSARY
DEC 10 1985
[Signature]
Attorney, Muskingum County, Ohio

BOOK 959 PAGE 238

8808

Page 1 959-237

EXHIBIT "A"

<u>GRANTOR</u>	<u>DEED VOL/PAGE</u>
Parks, Ralph E. & Laura	923/75 †
Stewart, Kenneth W.	924/366 †
Kachilla, Frank & Eleanor	925/145 †
	924/370 †
	925/151-153 †
Sims, Ronald & Jovita	924/372 †
Kachilla, Amy L.	925/85 †
	924/374 †
Corbin, Melvin D. & Martha	925/87 †
	923/77 †
	923/65 †
Paul, Erma and John	923/49 †
	925/91 †
Orndorff, Louis & Marie	925/89 †
Northrop, Clarence R.	918/197 -
Batteiger, Richard E. & Cheryl L. c/o Mutual Federal Savings & Loan	918/199 -
	918/201 -
Schaumleffel, Joseph E. & Connie c/o Mutual Federal Savings & Loan	918/203 -
Mauler, Charles L. & Ruth A.	918/195 -
Harmon, Walter B.	919/219 -
Teters, James D. & Wava J.	918/191 -
Calendine, Burl L. & Camilla	918/193 -
Duvall, Michael E. & Debra	922/133 -
Church of Christ in Christian Union by Rev. M. Stephen Dixon, Pastor	918/183 -
Canter, William E. & Alice	923/63 †
Davis, Tom W.	923/79 †
Forbes, Edna M.	926/7 -
	925/322 †
Hartman, Gregory	925/83 †
	925/316 †
Bates, D. Richard	925/149 †
	925/314 †
Hampp, Stephen	925/81 †
	924/368 †
	925/79 †
Foster, Charles	925/77 †
	925/324 †
Bunting, Douglas	925/147 †
	925/326 †
Donnelly, William	925/318 †

GRANTOR

BOOK 959 PAGE 239

DEED VOL/PAGE

Herron, Keith N. & Donna	917/322 -
Carroll, Guy Richard & R.M.	917/316 - 916/92 - 916/251 -
Rector, Carl D. & Barbara L.	917/81 -
Pitts, Fred C. & Jill H.	917/79 -
McHenry, V. & Vera L.	917/227 - 916/184 - 916/249 -
Olney, Allen L. & Barbara G.	918/77 - 917/336 -
Hoffer, Daniel & Judith	917/314 - 916/90 -
Gottke, Roger C. & Margaret	917/109 - 916/180 -
Worstall, Robert K. & June A.	917/231 - 917/229 - 916/182 - 916/272 -
McCollister, Thomas A. & Susan	917/308 -
Hartley, Chester E. Jr.	918/167 -
Schodorf, Gary E.	918/169 - 918/145 -
Dinan, John L. & Patricia	914/223 - 918/225 -
Tom, Marguerite A.	920/355 - 920/153 - 920/343 -
Tom, Robert & Dixie L.	920/341 - 920/149 - 920/151 -
Tom, Robert Jr. & Dorothy	920/339 - 922/155 - 920/147 -
Hayes, Albert A. & Annabelle c/o Zanesville Federal	920/337 -
Swope, Howard	923/53 -
Perry Township Trustees	927/135 -
Spragg, Kenneth & Wava	926/359 - 926/357 - 926/361 -
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RIGHT OF WAY 505 PAGE 495

For and in Consideration of One Dollar to THEM in hand paid; receipt of which is hereby acknowledged, and the further consideration of twenty-five cents (25c) per lineal rod, to be paid when such grant shall be used or occupied

James A. Fenton and Vera C. Fenton (husband and wife)

(hereinafter called the Grantor) do hereby grant to THE OHIO FUEL GAS COMPANY (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace and remove same, together with valves and other necessary appurtenances on lands in Lot Section Blue Rock Township, Muckingham County, Ohio, situated in Qr Twp No. Township No. Range No. and bounded as follows:

On the North by lands of South line of Salt Creek Township
On the East by lands of West line of Mays Township
On the South by lands of Perry Township
On the West by lands of Hill, Beatty et al, Newark North and containing 81 acres, more or less, with the right of ingress and egress to and from the same

The Grantor may use and enjoy the said premises, subject to the rights herein granted to the Company All pipe, except where risers with attached valves may become necessary, shall be buried so as not to interfere with the cultivation of the land The Company shall pay any damages which may arise to crops and fences from the laying, maintaining, operating, repairing, replacing and final removing of said pipe line Said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, their heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive. The Company, its successors or assigns, may at any time lay, maintain, operate, repair, replace and remove other lines of pipe elsewhere on said premises, upon the payment of a like consideration for each line, and subject to the same conditions as above; the laying of any one line of pipe shall not fix or limit the right of way herein granted The Company may replace or change the size of its pipes, without interruption to service, by paying the damages, if any, to crops and fences which may arise in making such change.

Payment of all money due Grantor hereunder may be made to James A. Fenton by check made payable to his order and mailed to him at Route #1, Muckingham, Ohio

In Witness Whereof, the Parties hereto have hereunto set their hands this 18 day of January, 1961 Signed and acknowledged in the presence of

Homer R. Wilson, Notary Public

James A. Fenton, Vera C. Fenton

STATE OF OHIO COUNTY OF Muckingham Personally appeared before me, a Notary Public in and for said County James A. Fenton and Vera C. Fenton

who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 19th day of January, 1961

Homer R. Wilson, Notary Public For Counties Of Guernsey, Noble, Muckingham, Coshocton Tuscarawas, Belmont and Harrison

Homer R. Wilson, Notary Public

THIS INSTRUMENT WAS PREPARED BY HOMER R. WILSON, Notary Public My Commission Expires 12/15/62 DATE RECORDED IN MUCKINGHAM COUNTY RECEIVED FOR RECORD

January 31, 1961 9:35 AM
Feb 2, 1961
Kenneth Moody, Recorder
D.S.

404

TRANSFER NOT NECESSARY
JAN 31 1961
John H. Fenton, Auditor, Muckingham County Ohio

Vol. 378, Pg. 374

Part #1

DEED OF EASEMENT
OHIO TOWER

Name and Address
Mr. George Coleman
Blue Rock Ohio

Pr# 1
Eas. No. 20 Map No. 1845
Dtg. No. 100/130-20
W. O. 6/27/1951

This Indenture, made this 3rd day of April 1951
by and between George Coleman, M.M. Coleman, Nellie Coleman,
Zoa J. Peyton, M.E. Powelson & Ella E. Powelson
(as wife (or unassisted)) of the County of MUSKINGUM State of Ohio,
part 1st of the first part, and THE OHIO POWER COMPANY, a corporation organized and existing
under the laws of the State of Ohio, party of the second part.

6
Witnesseth: That for and in consideration of the sum of One Dollar in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege, and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of towers and wires for the purpose of transmitting electric or other power, in, on, along, over, through or across the following described lands situated in:
Blue Rock Township, in the County of Muskingum in the State of Ohio, and part of Section No. 16 - 21 Township No. 12-N and Range No. 12-W and bounded:
On the North by the lands of Levi C. Shaver-Ray Shook
On the East by the lands of Ray Shook-O. & H. Echelberry
On the South by the lands of Kenneth Powelson
On the West by the lands of Malitta McGill
Sticker No. 6 is attached hereto and made a part hereof.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, towers, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the party of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said towers or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the party of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said towers, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided however, the said THE OHIO POWER COMPANY, its successors or assigns, shall further pay to us or any/our heirs or assigns, the sum of Fifty Dollars (\$50.00) for each tower erected on said lands, to erect or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises or pay damages done to the fences, drains, ditches, crops and stock on the premises hereto described, caused by the erection, operation and maintenance of said lines. It is understood and agreed between the parties hereto that no sign or structure shall be placed by the grantors herein, their heirs, successors, lessees, or assigns, under or within fifty (50) feet (measured horizontally) of any tower or wire to be constructed over said premises. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 911, Newark, Ohio, within thirty days after such damages occur. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

On Here and to Hold the same unto said party of the second part, its successors and assigns.
In Witness Whereof, the party of the first part hereunto set their hands the day and year first above written.

Signed and Acknowledged in the presence of:
1. George Coleman
2. M.M. Coleman
3. Nellie Coleman
4. Zoa J. Peyton
5. M.E. Powelson

Witness:
1. Malitta McGill
2. Levi C. Shaver-Ray Shook
3. Ray Shook-O. & H. Echelberry
4. Kenneth Powelson

address: Blue Rock, Ohio
payable to: M. M. Coleman
All money due for right of way shall be made as agent for the undersigned and as agent for the undersigned he is authorized to accept payments and to execute all necessary documents and adjustments for damages that may be caused by the construction, erection, operation and maintenance of said line.



DEBRA J. NYE

Muskingum County Auditor | Muskingum County, Ohio

parcel, owner, or address



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Tax Estimator

Map this Parcel

Tax Card



Parcel Number

06-42-02-58-000

Legal Description

R 12 TP 12 SEC 20 S E

FRACT 35.19A

Location

ROCKVILLE RD

BLUE ROCK OH 43720

Acres

35.1900

Owner

CHEREVAS PETER

Levies

[More Information](#)

2023 Election Ballot on 11/07/2023

This levy information is specific to this particular property only. These cost estimates should be considered neither an endorsement nor an opposition to any particular proposed tax levy. Hopefully this information will prove beneficial and help you make an informed decision come Election Day.

Political Subdivision	Name	Timeline	Millage	Type	Purpose	Current	Proposed
MUSKINGUM COUNTY	MUSKINGUM COUNTY - CENTER FOR SENIORS	5 years (Tax years 2023 - 2027)	0.5000 mils	Additional	CENTER FOR SENIORS OPERATING EXPENSES	0.00	17.74 ↑ 17.74

Property

Tax District

06-BLUE ROCK FRANKLIN

School District

FRANKLIN LSD

Neighborhood

70600-BLUE ROCK TWP



Subdivision

Map Number

Routing Number

Deed

Legal Description
R 12 TP 12 SEC 20 S E
FRACT 35.19A

Acres
35.1900

Date Sold
01/06/2021

Sales Amount
76,000.00

Volume / Page
2965 / 883

Owner

Contact
CHEREVAS PETER
8480 IMLAY RD
BLUE ROCK OH 43720-9721

Owner Name
PETER CHEREVAS

Taxpayer

Contact
CHEREVAS PETER
8480 IMLAY RD
BLUE ROCK OH 43720-9721

Values

Land Use
100-AGRICULTURAL VACANT LAND

	Appraised	Assessed
Land	101,400	35,490
Improvement	0	0
Total	101,400	35,490
CAUV (N)	0	0
Homestead (N)	0	0
Owner Occupancy (N)	0	0
Taxable	101,400	35,490

Current Charges

Full Rate $\text{\$}$
56.150000



Effective Rate 37.813473

Qualifying Rate 36.907399

Pay Online:

	Prior	First	Second	Total
Tax	0.00	605.51	605.51	1,211.02
Special	0.00	0.00	0.00	0.00
Total	0.00	605.51	605.51	1,211.02
Paid	0.00	0.00	0.00	0.00
Due	0.00	605.51	605.51	1,211.02
Due On		02/16/2024		

Adding on? [Try our tax estimator.](#)

Muskingum County Auditor
 401 Main St
 Zanesville OH 43701
 Hours: Mon-Fri, 8:30AM-4:30PM
 Phone: (740) 455-7109
 Fax: (740) 455-7182
 Email: [Email the Auditor](#)

Important Links

[Muskingum County Website](#)

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