

200000031752  
Filed for Record in  
DELAWARE COUNTY, OHIO  
KAY E. CONKLIN  
On 10-31-2000 At 03:52 pm.  
DEED 26.00  
OR book 56 Page 958 -

200000031752  
SCOTT MILLER

LAWYERS TITLE AGENCY  
OF DELAWARE, INC.

# 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 Duane L. Aspery, whose tax-mailing address is 244 N. Union St., Delaware, Ohio 43015 REAL PROPERTY:** Situated in the County of Delaware, in the State of Ohio and in the Township of Marlboro.

(For legal description see attached sheets.)

Real Estate is being sold without any guarantee of specific zoning or issuance 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. Any permanent dwelling placed upon the above premises shall have not less than 1200 square feet of living space. These premises cannot be used for the establishment of a junk yard or for the storage of tires or other debris.

The property described above 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.

Parcel Number: Out of 619-100-01-014-<sup>002</sup>~~000~~

Prior Instrument Reference: O.R. Vol. 52 Page 2405 of the Deed Records of Delaware County, Ohio.

Witness his hand(s) this 20 day of Oct, 2000.

Signed and acknowledged in presence of:

Karen Chapman  
Karen Chapman

Carolyn R. Waite  
Carolyn R. Waite

Bruner Land Company, Inc.

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

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

State of Ohio County of Guernsey ss.

BE IT REMEMBERED, That on this 20 day of Oct, 2000, 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.  
Delaware County

The Grantor Has Complied With  
Section 319.202 Of The R.C.

DATE 10/31/00 Transfer Tax Paid 129.00

TRANSFERRED OR TRANSFER NOT NEC.

Delaware County Auditor By Robert Bennett



KAREN CHAPMAN  
Notary Public, State of Ohio  
My Commission Expires 10-26-03

CONSULTING ENGINEERING  
LAND PLANNING  
LAND SURVEYING  
HIGHWAY DESIGN  
SUBDIVISION DESIGN  
FEASIBILITY STUDIES  
LANDSCAPE ARCHITECTURE  
COMMUNITY PLANNING



**STULTS and  
ASSOCIATES, INC.**  
**ENGINEERS • PLANNERS  
SURVEYORS**

**H. EDWARD SNODGRASS**  
PRESIDENT

**585 SUNBURY ROAD**  
**DELAWARE, OHIO 43015-9795**  
**(740) 363-6792**  
**(740) 363-6536 Fax**  
**E-mail: stults1@midohio.net**  
R. SCOTT CROWDER, C.P.A.  
JOHN R. FABER, P.S.  
GUY W. GRIDDALE, P.S.  
GLENN A. HALMBACHER, P.E., P.S.  
CHARLES L. ORTH, REG. L.A.  
MOE TAHARI, P.E.  
DANIEL W. WHITED, P.E.  
THOMAS R. WILEY, P.E.  
WILLIAM R. WINTER, P.S.

JAE C. KAUF, A.I.A.  
CONSULTANT

# EXHIBIT A

September 25, 2000

Description of a 5.322 acre tract (Tract I) for Bruner Land Company, Inc.

Situated in the Township of Marlboro, County of Delaware, State of Ohio, located in part of Farm Lot A, Section 1, Township 6, Range 19, United States Military Lands, being 5.322 acres out of an original 23.476 acre tract conveyed to Bruner Land Company, Inc. in Official Record 0025, Page 548 and being more particularly described as follows:

Commencing, for reference, at a railroad spike found at the intersection of the centerline of State Route 229 and the westerly line of Farm Lot "A", being the northwesterly corner of said original 23.476 acre tract and the northeasterly corner of 1.99 acre tract conveyed to Ryan N. Cooper in Deed Book 670, Page 531;

Thence, South 50° 49' 33" East, along said centerline and the northerly line of said original 23.476 acre tract, a distance of 880.00 feet to a railroad spike set, said railroad spike being the TRUE PLACE OF BEGINNING for the tract herein to be described;

Thence from said TRUE PLACE OF BEGINNING, South 50° 49' 33" East, continuing along said centerline and said northerly line, a distance of 300.00 feet to a railroad spike set;

Thence, South 39° 10' 27" West, leaving said centerline and through original 23.476 acre tract (passing an iron pin set at 30.00 feet), a total distance of 400.78 feet to an iron pin set;

Thence, South 89° 56' 18" West, continuing through said original 23.476 acre tract, a distance of 197.42 feet to an iron pin set;

Thence, South 39° 10' 27" West, continuing through said original 23.476 acre tract, a distance of 279.15 feet to an iron pin set in the line common to said original 23.476 acre tract and lands conveyed to the United States of America in Deed Book 227, Page 104, being the southerly line of Farm Lot "A" and the northerly line of Farm Lot 9;

Thence, North 88° 57' 13" West, along said common line, a distance of 310.13 feet to a U.S.A. monument found, being the southwesterly corner of said Farm Lot "A" and the southeasterly corner of said Farm Lot "G";

Thence, North 01° 02' 09" East, along the line common to said Farm Lot "A" and said Farm Lot "G" and the line common to said original 23.476 acre tract and said U.S.A. lands, a distance of 174.61 feet to an iron pin set;

Thence, North 89° 56' 18" East, leaving said common line and through said original 23.476 acre tract, a distance of 264.28 feet to an iron pin set;

Thence, North 39° 10' 27" East, continuing through said original 23.476 acre tract (passing an iron pin set at 661.79 feet), a total distance of 691.79 feet to the TRUE PLACE OF BEGINNING.

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10-31-00

5.322 acre tract (Tract I) for Bruner Land Company, Inc.  
September 25, 2000

Containing 5.322 acres of land, more or less, according to a survey by Stults and Associates, Inc. all of which is out of said original 23.476 acre tract and Farm Lot "A".

The above description is based on and referenced to a "Plat of Survey for Bruner Land Company, Inc." prepared by Stults and Associates, Inc. dated September 25, 2000 (see attached "Exhibit B"), which was based on a survey dated February 11, 2000, performed by Samuel W. Vance (R.S. 6553) as recorded in Official Record 0025, Page 550.

Subject to and with the benefits of the rights to use a 60'x120' shared access easement as shown on the attached "Exhibit B" (Plat of Survey for Bruner Land Company).

Subject to a 20 foot drainage and collector tile easement as shown on Tracts I and II and over and through the remainder of said original 23.476 acre tract, see attached "Exhibit B" (Plat of Survey for Bruner Land Company).

Subject to a flood Easement as conveyed to the United States of America in Deed Book 224, Page 665.

Subject however, to all other easements, restrictions and rights-of-way of record, if any.

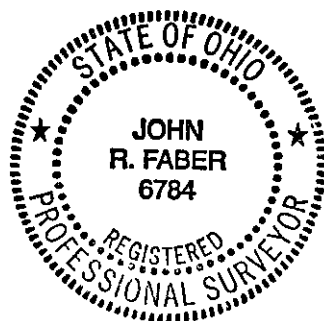
Bearings are based on the centerline of State Route 229 (South 50° 49' 33" East) as contained in Official Record 0025, Page 548.

All iron pins set are 5/8-inch solid iron pins with yellow plastic caps stamped "Stults & Assoc".

All references are to the records of the Recorder's Office of Delaware County, Ohio.



John R Faber OHIO P.S. No. 6784





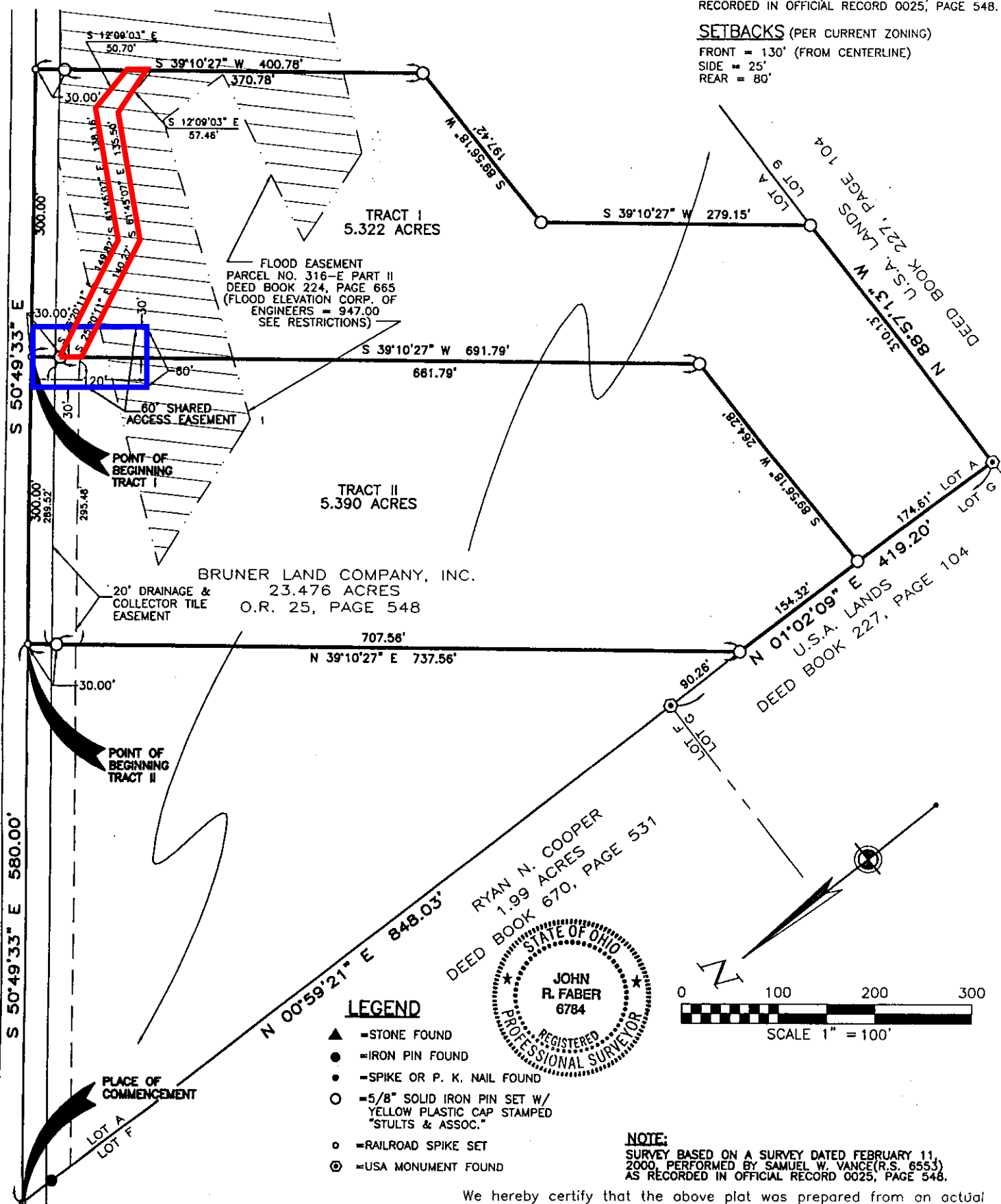
**STULTS and  
ASSOCIATES, INC.**  
ENGINEERS • PLANNERS • SURVEYORS

585 SUNBURY ROAD (U.S. 36)  
DELAWARE, OHIO 43015-9795  
(740) 363-6792  
FAX (740) 363-6536

**PLAT OF SURVEY FOR BRUNER LAND COMPANY, INC.**  
PART OF FARM LOT "A", SECTION 1, TOWNSHIP 6, RANGE 19  
UNITED STATES MILITARY LANDS  
MALBORO TOWNSHIP, DELAWARE COUNTY, OHIO  
EXHIBIT "B"

**BASIS OF BEARINGS**  
BEARINGS ARE BASED ON THE CENTERLINE OF  
COUNTY ROAD 229 (S 50° 49' 33" E) AS  
RECORDED IN OFFICIAL RECORD 0025, PAGE 548.

**SETBACKS (PER CURRENT ZONING)**  
FRONT = 130' (FROM CENTERLINE)  
SIDE = 25'  
REAR = 80'



**FLOOD DESIGNATION**

SUBJECT PROPERTY LIES WITHIN FLOOD  
ZONE "X", AN AREA BEING OUTSIDE THE  
500 YEAR FLOODPLAIN AND ZONE "A", AN  
AREA WITH NO BASE FLOOD ELEVATION  
DETERMINED, AS DETERMINED BY THE  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
COMMUNITY PANEL No. 390146 0050 J  
DATED APRIL 21, 1999.

We hereby certify that the above plat was prepared from an actual  
survey and to the best of our knowledge, information and belief is  
correct.

*John R. Faber* September 25, 2000  
John R. Faber Date  
Registered Professional Surveyor No. 6784

File No. 00-031A

## EXHIBIT A

BRUNER MCKENZIE FARM PROTECTIVE COVENANTS

The following protective covenants are covenants running with the land until 1/1/2075, and may be enforced (through injunction or otherwise) by any owner acquiring any part of the land acquired by the undersigned in Marlboro Township by Deed recorded in Vol. 25 Pg. 548 in the land records of Delaware County.

No more than two residences per tract shall be permitted.

Permanent dwellings shall be restricted to the specifications of HUD approved sectional homes, the Ohio Basic Building Code on modular homes setting upon either a crawl space or basement and new constructed site built homes. Any homes will be new at the time of placement and built with new materials.

No single wide mobile homes shall be permitted on the above subject property.

No noxious or offensive activity shall be carried on upon any lot.

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.

Before occupancy of any house, a sewage disposal system shall be installed in conformity with the minimum standards required by the County Board of Health.

Before any construction takes place purchaser must contact the local government authority to make sure they are in compliance with the local laws.

All lots are to be used for residential purposes, (though the lot owner may store equipment and material used in a business in a well constructed enclosed building on the property). The property is not to be used for commercial enterprises (with customers coming and going) with the exception of churches, riding stables, horse farm, cattle farm, or truck farm (fruits and vegetable).

1.) Swine are permitted but shall be limited to two (2) swine and three (3) fowl per lot. Larger domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted, but shall be limited to one (1) per one (1) acre of fenced pasture. The pasture shall not be over grazed but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors.

2.) Dogs, cats and other household pets shall not be bred or maintained for commercial purposes.

No tent, camper, school bus, or recreational vehicles shall be used as a residence, either temporary or permanent.

Any residence erected on said lots shall be at least 1200 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.

Any building or structure placed on said property shall be set back a minimum of 60 feet from the center of the existing road unless a lesser set-back is requested by public authority.

Where protective covenants and Delaware County of Marlboro Township Zoning Ordinances are in conflict, the stricter requirement will prevail.

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.

Nothing contained herein shall be construed as creating any obligation on the part of Bruner Land Company, Inc. to enforce these Protective Covenants.

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.