

TITLE REPORT

C/R/S

FAI-SR37-

6.10

PARCEL

002-SH1/SH2

PID

110412

☒ 42 YEAR REPORT ☐ ABBREVIATED REPORT ☐ UPDATE

INSTRUCTION:

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

(1) **FEE OR OTHER PRIMARY OWNERS**

Name	Marital Status (Spouse's Name)	Interest
WAGNER RENTALS, LLC — ACT INVESTMENTS, LLC	N/A	100%

Mailing Address: 7406 Ruffner Road
Baltimore, OH 43105

Robert Landis
3560 Dolson Court
Suite P
Carroll, OH 43112

Phone Number 740-503-3979

Property Address: 0 Baltimore-Somerset Rd NE
Baltimore OH 43105

Registered Agent:

SAS AGENT FOR SERVICE, INC.
STEBELTON, ARANDA & SNIDER,
a Legal Professional Association
109 N BROAD ST STE 200
LANCASTER, OH 43130
AGENT: RICK L. SNIDER

Douglas J. Schockman
175 S. Third Street
Suite 700
Columbus, OH 43215

Phone: 614-255-7562
740-654-4141

(2) **BRIEF DESCRIPTION OF SUBJECT PREMISES**

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

Situated in the State of Ohio, County of Fairfield, Walnut Township, and being more particularly described as follows:
Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (3); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence south 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36° East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres.

EXCEPTING THEREFROM the following ~~two~~ three tracts:

Tract One:
2.62 acres
Tract Two:
10.011 acres
Tract Three:
5.145 acres

Leaving in said parcel herein to be conveyed 67.48 62.33 acres.

APN: 049-02634-00
049-02634.20

Current Deed Reference: ~~OR BK 1434, Pages 2871-2873, Instrument# 200600016425, recorded in Fairfield County~~
~~Recorded date: 07/05/2006 at 3:23 pm~~
202000026495 date recorded 11/20/2020 at 1:40 PM

Situated in the State of Ohio, County of Fairfield, Walnut Township, Township 16, Range 18, Section 30.
Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in volume 498, page 873, and being more fully described as follows: Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster- Newark Road (State Route 37), and the northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 in rebar set...., containing 10.011 acres.

EXCEPTING THE FOLLOWING:

3.099 acres

Leaving a total of 6.91 acres

APN: 049-02634-20

Current Deed Reference: ~~OR BK 1434, Pages 2868-2870, Instrument# 200600016424, recorded in Fairfield County~~
~~Recorded date: 07/05/2006 at 3:23 pm~~ 202000026495 date recorded 11/20/2020 at 1:40 PM

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

Name & Address & Phone Number	Date Filed	Amount & Type of Lien
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NO MORTGAGE FOUND, all mortgages released as of 2017

(3-B) **LEASES**

Name & Address	Commercial/Residential	Term
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All leases have been released and recorded.

(3-C) **EASEMENTS**

Name & Address	Type
OR BK 1722 Pgs 2770-2778 GRANTOR: WAGNER RENTALS LLC GRANTEE: State of Ohio (ODOT)	Highway Easement Rec: 10/24/16
OR BK 1641 Pgs 2499-2505 (Exhibit B) Current Deed GRANTOR: WAGNER RENTALS LLC GRANTEE: E. DARLENE WAGNER AND PAUL M. WAGNER, husband and wife	Driveway Easement Rec: 08/12/13
OR BK 1641 Pgs 2499-2505 (Exhibit C) Current Deed GRANTOR: WAGNER RENTALS LLC GRANTEE: E. DARLENE WAGNER AND PAUL M. WAGNER, husband and wife	Utility Easement Rec: 08/12/13

OR BK 1628 Pgs 3143-3147
GRANTOR: PAUL M. WAGNER AND E. DARLENE WAGNER dba WAGNER RENTALS LLC
GRANTEE: VILLAGE OF BALTIMORE, OHIO, an Ohio municipal corporation

Permanent Easement for
Water and Sewer lines
Rec: 04/03/13

OR BK 1628 Pgs 3154-3156
AGREEMENT BETWEEN VILLAGE OF BALTIMORE, OHIO WITH WAGNER RENTALS LLC

Agreement for Extraterritorial
Water and/or Sewer Services
and Consent to Annexation
Rec: 04/03/13

DV 555, Page 678-682
Grantor: Ruth Ann Taylor and James A Taylor
Donald L. Kull and Marilyn Jane Kull
Electa Darlene Wagner and Paul Michael Wagner
Grantee: Columbia Gas of Ohio Inc., an Ohio corporation
200 Civic Center Dr.
P.O. Box 117
Columbus, Ohio 43216-0117

Gas Easement and Right of
Way
Filed: 10-27-1987

DV 503, Page 426-429
Grantor: Columbia Gas of Ohio Inc./Columbia Gas
Transmission Corporation
Grantee: E.E. Soliday
99 North Front St.
Columbus, Ohio 43215

Agreement for Conditional
Limited time Gas Service
Filed: 02-12-1980

DV 449, Page 564
Grantor: Emerald E. Soliday, unmarried, aka E.E. Soliday
Grantee: The Village of Thurston, Ohio

Right- Of-Way (Water)
Easement
Filed: 06-06-1975

DV 220, Page 713
Grantor: E.E. Soliday & Electa A. Soliday
Grantee: The Ohio Power Company
No Address Provided

Electric Easement
Filed: 06-10-1949

DV 234, Page 229
Grantor: Electa A. Soliday and C.E. Soliday
Grantee: South-Central Rural, Electric
Cooperative, Inc., a corporation
Box 425
Lancaster, Ohio

Electric Easement
Filed: 06-02-1949

RE 1, Page 305
Grantor: J.W. Race
Grantee: South Central Rural Electric Cooperative, Inc.
No Address Provided

Electric Easement
Filed: 07-27-1938

DV 180, Page 26
Grantor: J.W. Race and Weltha V. Race
Grantor: The Ohio Power Company
No Address Provided

Electric Easement
Filed: 11-19-1932

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

Defect in the legal description in words description states "...of Section Thirty" but in parentheses the legal description indicates (3) rather than (30).

CONDITIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS included in OR BK 1641, Pgs 2499-2505 concerning development and uses for property which has frontage on SR256 or SR37. Recorded 08/12/13

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

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

AUD. PAR. NO(S)	Land 35%	Building	Total 35%	Taxes
049-02634-00	\$120,070.00	\$ 00.00	\$120,700.00	\$1,514.20 YRLY/ \$757.10 PER HALF
049-02634-20	\$ 19,480.00	\$ 00.00	\$ 19,480.00	\$ 135.00 YRLY/\$67.50 PER HALF

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

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

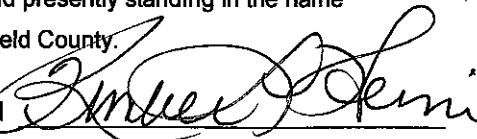
Comments:

TAXABLE AMOUNT PER CAUV: \$35,440.00 APN 0490263400 & \$9,040.00 APN 0490263420

This Title Report covers the time period from 1/1/1976 to 8/7/2020. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 002 SH1/SH2 and presently standing in the name WAGNER RENTALS, LLC as the same are entered upon the several public records of Fairfield County.

Date & Time 08/07/2020 4:00 PM (am/pm)

Signed



Print Name KIMBER L. HEIM

UPDATE TITLE BLOCK

This Title Report covers the time period from 8/7/2020 to 12/1/2020. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) 002 SH1/SH2 and presently standing in the name of ACT INVESTMENTS, LLC the same are entered upon the several public records of Fairfield County.

Date & Time 12/01/2020 4:00 PM (am/pm)

Signed



Print Name

Allison Durant

Comments from the agent who prepared the Title Update

Property owner updated,

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) 002 SH1/SH2 and presently standing in the name of **ACT INVESTMENTS, LLC** the same are entered upon the several public records of Fairfield County.

Date & Time _____ (am/pm)

Signed _____

Print Name _____

Comments from the agent who prepared the Title Update

BUSINESS DETAILS & FILINGS

 Close

Business Details

Entity #:	1323631	Business Name:	SAS AGENT FOR SERVICE, INC.
Filing Type:	CORPORATION FOR PROFIT	Status:	Active
Original Filing Date:	05/09/2002	Exp. Date:	-
Location:	LANCASTER FAIRFIELD		

AGENT/REGISTRANT INFORMATION

STEBELTON, ARANDA & SNIDER, A LEGAL PROFESSIONAL ASSOCIATION
109 NORTH BROAD STREET
LANCASTER OH 43130
05/09/2002
Active

Business ID Theft
Protect Yourself

Sign up to receive e-mail notifications of any changes or updates
made to this business entity.

FILINGS

Filing Type	Date of Filing	Document ID	Download Image to PDF
DOMESTIC ARTICLES/FOR PROFIT	05/09/2002	200216301256	 Download Image

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 05

CRS FAI - SR37/256

PARCEL 002-SH1/SH2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
SAKAS CORNER, LTD, an Ohio Limited Liability Company	PAUL MICHAEL WAGNER AND ELECTA DARLENE WAGNER, HUSBAND AND WIFE	01/29/2004	02/03/2004 @ 2:47pm	OR BK 1327 PGS 0017-0018	\$104.50	General Warranty Deed
		<p>Situated in the State of Ohio, County of Fairfield, Walnut Township, Township 16, Range 18, Section 30, and being more particularly described as follows:</p> <p>Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:</p> <p>Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;</p> <p>thence South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;</p> <p>thence South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;</p> <p>thence, North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;</p> <p>thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, containing 10.011 acres.</p> <p>APN: 049-02634-20</p> <p>Prior Deed Reference: OR 1126, PGS 210-211</p>				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 05

CRS FAI - SR37/256

PARCEL 002-SH1/SH2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
DANIEL G. SAKAS, married	PAUL MICHAEL WAGNER AND ELECTA DARLENE WAGNER, HUSBAND AND WIFE	01/29/2004	02/03/2004 @ 2:47pm	OR BK 1327 PGS 0015-0016	\$705.00	GENERAL WARRANTY DEED
LORA LEE SAKAS, spouse of the Grantor, releases all rights of dower therein.		<p>Situated in the State of Ohio, County of Fairfield, Walnut Township, and being more particularly described as follows:</p> <p>Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:</p> <p>Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (3); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence south 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36° East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres.</p> <p>EXCEPTING THEREFROM the following two tracts:</p> <p>Tract One: 2.62 acres</p> <p>Tract Two: 10.011 acres</p> <p>Leaving in said parcel herein to be conveyed 67.48 acres.</p> <p>APN: 049-02634-00</p> <p>Prior Deed Reference: OR BK 1120, PGS 599-600, Re-record to correct filing order OR BK 1118, PGS 335-336</p>				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 05

CRS FAI - SR37/256

PARCEL 002-SH1/SH2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
ESTATE of GEORGE SAKAS, PROBATE CASE NO: 58669	DANIEL G. SAKAS	05/25/2000	08/04/2000 @11:15 am	OR BK 1120 PGS 599-600	EXEMPT	CERTIFICATE of TRANSFER
		RE RECORD of OR 1118, PGS 335-336 to CORRECT FILING ORDER Transfer of the Entire interest in the following: Situated in the County of Fairfield, State of Ohio and in the Township of Walnut: Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows: Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36 minutes East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres. Excepting therefrom the following tract: 2.62 acres Part of Parcel No 049-02634.00 Prior Deed Reference: OR BK 1118, PGS 335-336				
ESTATE of GEORGE SAKAS, PROBATE CASE NO: 58669	DANIEL G. SAKAS	05/25/2000	7/13/2000 @ 2:55 pm	OR BK 1118 PGS 335-336	EXEMPT	CERTIFICATE of TRANSFER
		Situated in the Township of Walnut, County of Fairfield, and State of Ohio: Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows: Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36 minutes East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres. <i>List exception</i> Prior Deed Reference: Deed BK 498, PGS 873-875				

LIMITED WARRANTY DEED

Paul Michael Wagner and Electa Darlene Wagner, husband and wife, for valuable consideration paid, grant, with limited warranty covenants to Wagner Rentals, LLC, an Ohio limited liability company, whose tax mailing address is 7498 Ruffner Road, Baltimore, Ohio 43105, the following described real property:

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

Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (3); thence North $85\frac{1}{2}^{\circ}$ West 28 chains and 84 links to a stone in the road; thence south $4\frac{1}{2}^{\circ}$ West 27 chains and 80 links to a stone; thence South $85\frac{1}{2}^{\circ}$ East 28 chains and 78 links to a stone in the center of the road; thence North 4° and $36'$ East 27 chains and 80 links to the beginning, containing 80.11 acres.

HEREFROM the following two tracts:

Tract One:

Being a part of the Northeast Quarter of Section 30, Township 16 (Walnut), Range 18, Fairfield County, Ohio; bounded and beginning at a nail in the North line of said section also being the centerline of State Route 256 which bears West 817.8 feet from the Northeast corner of said quarter section; thence South 380.0 feet to an iron pipe, passing an iron pipe at 30.0 feet; thence West 300.0 feet to an iron pipe; thence North 380.0 feet to a nail in said section and centerline passing an iron pipe at 350.0 feet; thence East with said section and centerline 300.0 feet to the place of beginning;

containing 2.620 acres. Betty Joe Sakas 11/20/2006 PCL 012

Tract Two:

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 30:

Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:

Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North $44^{\circ}46'37''$ East a distance of 42.46 feet from a 5/8 inch rebar set;

thence, South $00^{\circ}10'46''$ East a distance of 632.00 feet to a point on the East line of Section 30;

transferred

on

OR 1434

Pg 2868-2870

67.48
62.33
5.1502
acres
1.122
4.0282
utility easement

1
80.110
-10.011
70.099
-2.620
67.479 ✓

thence, South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;

thence North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;

thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning,

~~containing 6.94 acres~~

Bearings are based on the North line of the Northeast Quarter Section 30 being North 89°44'00" East by a previous survey of 6.94 acre tract described in Deed Volume 572, Page 140, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". This description is based on a survey made in August, 2000 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Register Professional Surveyor No. 6416.

~~containing 6.94 acres~~

RECORDING DEPARTMENT HAS APPROVED
THIS INSTRUMENT FOR RECORDING
DATE 6/20/06
049-02634-00

Parcel No. 049-02634-00

Property Address: 835 Baltimore Somerset Road, Baltimore, Ohio 43105

Subject to taxes and assessments which are not or may hereafter become liens on said premises, all of which the Grantee hereby assumes and except easements, rights of way, leases, conditions, restrictions and legal highways, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

Prior Instrument Reference: Volume 1327, Page 0015, Official Records, Fairfield County, Ohio.

Grantors release all rights of dower therein.

EXECUTED this 28 day of June, 2006.

REAL ESTATE CONVEYANCE

FEE \$ _____

EXEMPT # M

Barbara Centess
AUDITOR, FAIRFIELD COUNTY, OHIO

Electa Darlene Wagner
Electa Darlene Wagner

Paul Michael Wagner
Paul Michael Wagner

TRANSFERRED


JUL 05 2006

Barbara Centess
County Auditor, Fairfield County, Ohio

STATE OF OHIO
COUNTY OF Franklin, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above named Electa Darlene Wagner who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 28 day of June, 2006.




Notary Public - State of Ohio
DOUGLAS J. SCHOCKMAN, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 B.C.

STATE OF OHIO
COUNTY OF Franklin, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above named Paul Michael Wagner who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 28 day of June, 2006.



Notary Public - State of Ohio
DOUGLAS J. SCHOCKMAN, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 B.C.

This instrument prepared by:
Douglas J. Schockman, Esq.
Lane, Alton & Horst LLC
175 South Third Street, Suite 700
Columbus, Ohio 43215

200600016424
 Filed for Record in
 FAIRFIELD COUNTY, OH
 GENE WOOD
 07-05-2006 At 03:23 pm.
 DEED 36.00
 OR Book 1434 Page 2868 - 2870

LIMITED WARRANTY DEED

Paul Michael Wagner and Electa Darlene Wagner, husband and wife, for valuable consideration paid, grant, with limited warranty covenants to Wagner Rentals, LLC, an Ohio limited liability company, whose tax mailing address is 7498 Ruffner Road, Baltimore, Ohio 43105, the following described real property:

Situated in the State of Ohio, County of Fairfield, Walnut Township, Township 16, Range 18, Section 30, and being more particularly described as follows:

~~REDACTED~~ bed in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:

Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;

thence, South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;

thence, South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;

thence, North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;

thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, containing ~~REDACTED~~

Bearings are based on the North line of the Northeast Quarter of Section 30 being North 89°44'00" East by a previous survey of 6.94 acre tract described in Deed Volume 572, Page 140, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". This description is based on a survey made in August, 2000 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Register Professional Surveyor No. 6416.

~~REDACTED~~

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

REAL ESTATE CONVEYANCE

FEE \$ _____

EXEMPT # M

Barbara Curtiss
 AUDITOR, FAIRFIELD COUNTY, OHIO

TRANSFERRED

JUL 05 2006

Barbara Curtiss
 County Auditor, Fairfield County, Ohio

RECEIVED AND APPROVED
 FOR FAIRFIELD COUNTY
 AUDITOR BARBARA CURTISS
 07/05/2006
 049-02634-20

Prior Instrument Reference: Volume 1327, Page 017, Official Records, Fairfield County, Ohio.

Grantors release all rights of dower.

EXECUTED this 28 day of June, 2006.


Electa Darlene Wagner


Paul Michael Wagner

STATE OF OHIO
COUNTY OF Franklin, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above named Electa Darlene Wagner who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

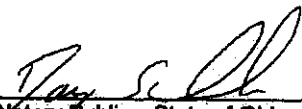
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 28 day of June, 2006.


Notary Public - State of Ohio
DOUGLAS J. SCHOCKMAN, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

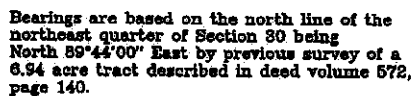
STATE OF OHIO
COUNTY OF Franklin, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above named Paul Michael Wagner who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 28 day of June, 2006.


Notary Public - State of Ohio
DOUGLAS J. SCHOCKMAN, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by:
Douglas J. Schockman, Esq.
Lane, Alton & Horst LLC
175 South Third Street, Suite 700
Columbus, Ohio 43215

$$\frac{62}{15368}$$


- 5/8"X 36" rebar set with a "Tobin-McFarland" identification cap.
- Iron pipe (or other) found, as labelled
- ▲ Railroad spike set
- △ Railroad spike found
- Stone found

For: Dan Sakas
Date: Aug.20, 2000

STATE OF OHIO
FAIRFIELD COUNTY
WALNUT TOWNSHIP
TWP.16, RANGE 18
SECTION 30

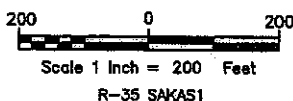
BY:

Registered Surveyor No.6418

TOBIN-McFARLAND SURVEYING INC.

111 West Wheeling Street
Lancaster, Ohio 43130

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



LOCKING VALLEY TITLE AGENCY
FILE NO. 14010020

OR 1327 PAGE 0017

Ohio General Warranty Deed

04010020

Know all Men by These Presents

That Sakas Corner, LTD, an Ohio Limited Liability Company, of Fairfield County, State of Ohio, for valuable consideration paid, grants with general warranty covenants, to Paul Michael Wagner and Electa Darlene Wagner, the following real property:

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 30:

Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:

Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;

thence, South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;

thence, South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;

thence, North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;

thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, containing 10.811 acres.

Bearings are based on the North line of the Northeast Quarter of Section 30 being North 89°44'00" East by a previous survey of 6.94 acre tract described in Deed Volume 572, Page 140, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. This description is based on a survey made in August, 2000 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Register Professional Surveyor No. 6416.

Parcel No. 049-02634-20

RECEIVED AND APPROVED
F. J. WOOD, CLERK OF FAIRFIELD COUNTY
ATTEST: J. W. WOOD, CLERK OF FAIRFIELD COUNTY
DATE: 2-3-04

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

Prior Instrument Reference: Volume 1126, Page 210, Official Records, Fairfield County, Ohio.

TRANSFERRED

REAL ESTATE CONVEYANCE

FEE \$ 104.50

FEB 03 2004

EXEMPT #

Barbara Curtiss
County Auditor, Fairfield County, Ohio

Barbara Curtiss
AUDITOR, FAIRFIELD COUNTY, OHIO

200400003080
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
02-03-2004 At 02:47 PM.
DEED 28.00
OR Book 1327 Page 17 - 18

Executed this 29th day of January, 2004.

Sakas Comer, LTD
an Ohio Limited Liability Company


Daniel G. Sakas, Member

State of Ohio
County of Fairfield, ss.

Before me, a Notary Public in and for said County and State, personally appeared the above named Daniel G. Sakas, Member of Sakas Comer, LTD, an Ohio Limited Liability Company, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said company.

In Testimony Whereof, I have hereunto set my hand and official seal, at Lancaster, Ohio this 29th day of January, A.D., 2004.


Notary Public - State of Ohio

This instrument prepared by RAY R. MICHALSKI, ATTORNEY AT LAW
HOCKING VALLEY TITLE AGENCY, INC.
676 EAST MAIN STREET, LANCASTER OHIO 43130



CHERYL L. WESSEL
Notary Public, State of Ohio
My commission expires 3-31-05

200400003080
HOCKING VALLEY TITLE
PICK-UP

HOCKING VALLEY TITLE AGENCY
FILE NO. 04010020

OR 1327 PAGE 0015

Ohio General Warranty Deed

04010020

Know all Men by These Presents

That Daniel G. Sakas, married, of Fairfield County, State of Ohio, for valuable consideration paid, grants with general warranty covenants, to Paul Michael Wagner and Electa Darlene Wagner, the following real property:

Parcel One:

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

Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36' East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres.

EXCEPTING THEREFROM the following two tracts:

Tract One:

Being a part of the Northeast Quarter of Section 30, Township 16 (Walnut), Range 18, Fairfield County, Ohio; bounded and beginning at a nail in the North line of said section also being the centerline of State Route 256 which bears West 817.8 feet from the Northeast corner of said quartersection; thence South 380.0 feet to an iron pipe, passing an iron pipe at 30.0 feet; thence West 300.0 feet to an iron pipe; thence North 380.0 feet to a nail in said section and centerline passing an iron pipe at 350.0 feet; thence East with said section and centerline 300.0 feet to the place of beginning;

Tract Two:

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 30:

Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:

Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;

thence, South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;

thence, South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;

thence, North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;

thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning.

Bearings are based on the North line of the Northeast Quarter of Section 30 being North 89°44'00" East by a previous survey of 6.94 acre tract described in Deed Volume 572, Page 140, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. This description is based on a survey made in August, 2000 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Register Professional Surveyor No. 6416.

Parcel No. 049-02634-00

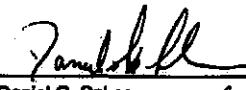
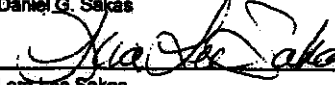
RECORDED AND RETURNED
F. J. W. & S. W. COUNTY
AUGUST 2, 2004
BY C. L. T. DATE 8-2-04

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

~~Instrument recorded Volume 1420, Page 0033, at Volume 1412, Page 0031, Official Records, Fairfield County, Ohio.~~

Lora Lee Sakas, spouse of the grantor, releases all rights of dower therein.

Executed this 29th day of January, 2004.


 Daniel G. Sakas

 Lora Lee Sakas

State of Ohio
County of Franklin, ss.

Before me, a **Notary Public** in and for said County and State, personally appeared the above named Daniel G. Sakas, married, and Lora Lee Sakas, his wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Canal Winchester, Ohio this 29th day of January, A.D., 2004.


 Notary Public - State of Ohio

This instrument prepared by **RAY R. MICHALSKI, ATTORNEY AT LAW**
HOCKING VALLEY TITLE AGENCY, INC.
 676 EAST MAIN STREET, LANCASTER OHIO 43130



CHERYL L. WESSEL
 Notary Public, State of Ohio
 My commission expires 3-31-05

200400003079
 Filed for Record in
 FAIRFIELD COUNTY, OH
 GENE WOOD
 02-03-2004 At 02:47 PM.
 DEED 28.00
 OR Book 1327 Page 15 - 16

TRANSFERRED

FEB 03 2004


 County Auditor, Fairfield County, Ohio

REAL ESTATE CONVEYANCE

FEE \$ 705.00

EXEMPT # _____


 AUDITOR, FAIRFIELD COUNTY, OHIO

200400003079
 HOCKING VALLEY TITLE
 PICK-UP

Know all Men by these Presents

That

Daniel G. Sakas, married, and Lore L. Sakas, his wife, of Franklin County, State

of Ohio, for valuable consideration paid, grants with general warranty covenants, to Sakas

Corner, LTD., whose tax mailing address is 1370 Cambridge Blvd, Columbus,
Ohio 43212

the following real property:

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 10, Section 30.

Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in volume 498, page 873, and being more fully described as follows:

Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the northeast corner of Section 30,, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;

thence South 00°10'46" East a distance of 632.00 feet to a point on the east line of Section 30;

thence South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;

thence North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the north line of section 30;

thence North 89°44'00" East a distance of 690.00 feet to the point of beginning, containing 10.011 acres.

Bearings are based on the north line of the northeast quarter of section 30 being North 89°44'00" East by a previous survey of 6.94 acre tract described in deed volume 572, page 140, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. This description is based on a survey made in August 2000 by Tobin-McFarland surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

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

Prior Instrument Reference: Volume 1120 , Page 599 , Official Records, Fairfield County,

Ohio.

Lore L. Sakas, spouse of the grantor, releases all rights of dower therein.

Witness

Its hand this 14th day of September, 2000.

DESCRIPTION RECORDED AND APPROVED
FOR TRANSPORT ONLY FAIRFIELD COUNTY
ALTERNATIVE DISBURSEMENT
W. J. L. 9/12/00
62/15368

Signed and acknowledged in presence of

[Signature]
Mary J. Burnside
[Signature]
Mary J. Burnside

[Signature]
Daniel G. Sakas
[Signature]
Lore L. Sakas

State of Ohio, }
County,

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

00-344E
Exempted from Fairfield County Subdivision Regulations. This exemption does not hold that the parcel in question is consistent with zoning and/or health department regulations.

R. Brooks Davis/HK

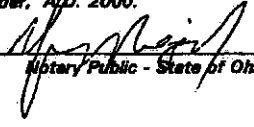
THIS PARCEL IS NOT LOCATED IN AN IDENTIFIED FLOOD HAZARD AREA

appeared the above named OR 1126 PAGE 0211

Daniel G. Sakas, married and Lora L. Sakas, his wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof,

I have hereunto
set my hand and official seal at Laureate, Ohio this
14th day of September, A.D. 2000.


Notary Public - State of Ohio



MARK R. REGEL
Attorney at Law
Notary Public, State of Ohio
LIFETIME COMMISSION

This instrument prepared by

RAY R. MICHALSKI, ATTORNEY AT LAW
DAGGER, JOHNSTON, MILLER, OGILVIE & HAMPSON
144 E MAIN ST, LANCASTER OH 43130

TRANSFERRED

OCT 4 2000


County Auditor, Fairfield County, Ohio

200000023250
Filed for Record in
FAIRFIELD CO, OH
GENE WOOD
On 10-04-2000 02:36 PM.
DEED 14.00
OR Book 1126 Page 210 - 211

REAL ESTATE CONVEYANCE

FEE \$ _____

EXEMPT # EX M


AUDITOR, FAIRFIELD COUNTY, OHIO

200000023250
DAGGER, JOHNSTON, MILLER, OGILVIE
PICK UP

PROBATE COURT OF ~~FAIRFIELD~~ FRANKLIN COUNTY, OHIO

*LAWRENCE A. BELSKIS, JUDGE

ESTATE OF George Sakas, DECEASED
Case No. 58669

CERTIFICATE OF TRANSFER

NO. 3Decedent died on June 28, 1999 owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

Name	Residence Address	Interest in Real Estate as Passing
Daniel G. Sakas	1370 Cambridge Blvd. Columbus, OH 43212	Entire
<p>REAL ESTATE CONVEYANCE TRANSFERRED 20000016106 Filed for Record in FAIRFIELD CO, OH BENE WOOD On 07-13-2000 02:53 pm. CERT TRANS 14.00 OR Book 1118 Page 335 - 336</p>		
EXEMPT # <u>N</u>	JUL 13 2000	TRANSFERRED
<u>Barbara Curtiss</u> AUDITOR, FAIRFIELD COUNTY, OHIO	<u>Barbara Curtiss</u> County Auditor, Fairfield	AUG 4 2000

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

AUTHENTICATION

FOR RECORDER'S USE ONLY

Received _____ 20 _____ At _____ o'clock _____ M

Recorded _____ 20 _____

Franklin County Recorder _____

Recorder's Fee \$ _____

REAL ESTATE CONVEYANCE
FEE \$ _____
EXEMPT # EXC
Barbara Curtiss
AUDITOR, FAIRFIELD COUNTY, OHIO

I certify that this document is a true copy of the original kept by me as custodian of the official records of this Court. The original was filed _____ day of _____ 20 ____.

STEPHEN O. WILLIAMS

COUNTY CLERK, FAIRFIELD COUNTY, OHIO

Probate Judge and Ex-Officio Clerk.

By Carol Ann Williams Deputy Clerk.
(SEAL)

FRANKLIN COUNTY FORM 12A CERTIFICATE OF TRANSFER

RE-RECORDED TO CORRECT FILING ORDER

OR 1118 PAGE 0336

OR 1120 PAGE 0600

FAIRFIELD

PROBATE COURT OF ~~FRANKLIN~~ COUNTY, OHIO~~LAWRENCE A. DELONG, JUDGE~~

ESTATE OF George Sakas, DECEASED
 Case No. 58669

CERTIFICATE OF TRANSFER

NO. 3The decedent's interest in the entire interest is the entire interest

The real estate, the transfer of which is memorialized by this certificate, is described as follows [describe below, using extra sheets if necessary.]

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

Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36 minutes East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres.

Excepting therefrom the following tract:

Being a part of the northeast quarter of Section 30, Township 16 (Walnut), Range 18, Fairfield County, Ohio; bounded and beginning at a nail in the north line of said section also being the centerline of State Route 256 which bears west 817.8 feet from the northeast corner of said quartersection; thence south 380.0 feet to an iron pipe, passing an iron pipe at 30.0 feet; thence west 300.0 feet to an iron pipe; thence north 380.0 feet to a nail in said section and centerline passing an iron pipe at 350.0 feet; thence east with said section and centerline 300.0 feet to the place of beginning; containing 2.62 acres more or less and being subject to all legal rights-of-way of record.

200000018044
 Filed for Record in
 FAIRFIELD CO, OH
 GENE WOOD
 On 08-04-2000 11:15 am.
 CERT TRANS 14.00 16.00
 OR Book 1120 Page 599 - 600

RECEIVED REVENUE AND APPROVED
 FOR TRANSFER ONLY - FAIRFIELD COUNTY
 ALTERNATE SIGNATURE

22
 1513

200000018044
 DRESCH, JOHNSTON, MILLER, OSILVIE
 PICK UP
 8/14/00

Parcel No.: Part of Parcel No. 049-02634.00

Last Transfer: Dead Book 498, page 873

Tax Mailing Address: 1370 Cambridge Blvd., Columbus, Ohio 43212

Address of property: Baltimore-Somerset Road

FAIRFIELD
PROBATE COURT OF FRANKLIN COUNTY, OHIO
LAWRENCE A. BELSKIS, JUDGE

ESTATE OF George Sakas, DECEASED
 Case No. 58669

CERTIFICATE OF TRANSFER

NO. 3

Decedent died on June 28, 1999 owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

Name	Residence Address	Interest in Real Estate so Passing
Daniel G. Sakas	1370 Cambridge Blvd. Columbus, OH 43212	Entire
REAL ESTATE CONVEYANCE FEE \$ EXEMPT # <u>N</u> <i>Barbara Curtiss</i> AUDITOR, FAIRFIELD COUNTY, OHIO		
TRANSFERRED JUL 13 2000 <i>Barbara Curtiss</i> County Auditor, Fairfield County		
20000016185 Filed for Record in FAIRFIELD CO, OH GENE MOOD On 07-13-2000 02:55 pm. CERT TRANS 14.89 OR Book 1118 Page 335 - 336		

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

FOR RECORDER'S USE ONLY

Received _____ 20 ____ At _____ o'clock ____ M
 Recorded _____ 20 ____
 Franklin County Recorder
 Recorder's Fee \$ _____

AUTHENTICATION

I certify that this document is a true copy of the original kept by me as custodian of the official records of this Court. The original was filed _____ day of _____ 20 ____.

Charles O. Willis
 Probate Judge and Ex-Officio Clerk.
 By *Carol Sue Pich* Deputy Clerk.
 (SEAL)

PROBATE COURT OF ~~FAIRFIELD~~ HANCOCK COUNTY, OHIO

~~LAWRENCE A. DELORS, JUDGE~~

ESTATE OF George Sakas, DECEASED
 Case No. 58669

CERTIFICATE OF TRANSFER

 NO. 3

The decedent's interest in the entire interest is the entire interest

The real estate, the transfer of which is memorialized by this certificate, is described as follows [describe below, using extra sheets if necessary.]

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

Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36 minutes East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres.

Excepting therefrom the following tract:

Being a part of the northeast quarter of Section 30, Township 16 (Walnut), Range 18, Fairfield County, Ohio; bounded and beginning at a nail in the north line of said section also being the centerline of State Route 256 which bears west 817.8 feet from the northeast corner of said quartersection; thence south 380.0 feet to an iron pipe, passing an iron pipe at 30.0 feet; thence west 300.0 feet to an iron pipe; thence north 380.0 feet to a nail in said section and centerline passing an iron pipe at 350.0 feet; thence east with said section and centerline 300.0 feet to the place of beginning; containing 2.62 acres more or less and being subject to all legal rights-of-way of record.

RECEIVED AND APPROVED
 FOR PROBATE COURT HANCOCK COUNTY
 JUDGE 6/14/00
72
7513

Parcel No.: Part of Parcel No. 049-02634.00

Last Transfer: Deed Book 498, page 873

Tax Mailing Address: 1370 Cambridge Blvd., Columbus, Ohio 43212

Address of property: Baltimore-Somerset Road

216
 e-Statement
 216



Know All Men By These Presents,

That, Industrial Building Corp.

a Corporation, the Grantor,

for the consideration of One Dollar (\$1.00) and other valuable

considerations

received to its full satisfaction of

George Sakas,

, the Grantee ,

whose TAX MAILING ADDRESS will be P. O. Box 98, Baltimore, Ohio
43105

does Give, Grant, Bargain, Sell and Convey unto the said grantee , George
Sakas, his heirs and assigns, the following described premises, situated in the
Township of Walnut , County of Fairfield
and State of Ohio:

Known and distinguished by being a part of the North
East Quarter of Section Thirty (30), Township No. Sixteen (16),
Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads
at the North East corner of the said Section No. Thirty (30); thence
North $85\frac{1}{2}^{\circ}$ West 28 chains and 84 links to a stone in the road;
thence South $4\frac{1}{2}^{\circ}$ West 27 chains and 80 links to a stone; thence
South $85\frac{1}{2}^{\circ}$ East 28 chains and 78 links to a stone in the center
of the road; thence North 4° and 36 minutes East 27 chains and
80 links to the beginning, containing 80 and eleven one-hundredth
acres.

REFERENCE: Vol. 401, Page 496, Fairfield County, Ohio Deed Records.

TRANSFERRED

JUL 31 1980

James P. Reid
County Auditor, Fairfield County, Ohio

REAL ESTATE CONVEYANCE

Fee \$

Exempt #

EX 6

25364

RECEIVED IN FAIRFIELD
COUNTY, OHIO
AT 2:00 O'CLOCK P.M.
RECORDED JUL 31 1980
RECORDS VOL. 498 PAGE 873

JUL 31 1980

Ray M. Zillinger
RECORDER - FAIRFIELD COUNTY
LANCASTER, OHIO 43130

DESCRIPTION APPROVED FOR TRANSFER

PER NO. DATE 7/31/80
FAIRFIELD CO. ENGR. LEON I. WOLFORD

BY *Barry Photo*

VOL 498 PAGE 873
VUL 100 1980 10

be the same more or less, but subject to all legal highways.

To Have and to Hold *the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee , George Sakas, his heirs and assigns forever.*

And Industrial Building Corp.

the said Grantor, does for itself and its successors and assigns, covenant with the said Grantee, George Sakas, ^{his} heirs and assigns, that at and until the ensealing of these presents, it is well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE and has good right to bargain and sell the same in manner and form as above written, and that the same are free from all encumbrances whatsoever,

and that it will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, George Sakas, his heirs and assigns, against all lawful claims and demands whatsoever.

In Witness Whereof said corporation hereunto sets its hand and corporate seal, by George Sakas its President
and James W. Miller its Secretary this
28th day of July, in the year of our Lord one thousand
nine hundred and eighty (1980).

INDUSTRIAL BUILDING CORP.

Signed and acknowledged in presence of By: Shyllis F. Slater Its President
Stanley F. Pratt And By: James W. Miller Its Secretary

State of Ohio, } Before me, a notary public
Fairfield County, } ss. in and for said County and State, personally appeared
the above named Industrial Building Corp.
by George Sakas its President
and James W. Miller its Secretary
who acknowledged that they did sign the foregoing instrument and that the same
is the free act and deed of said Corporation, and the free act and deed of each of
them personally and as such officers.

In Testimony Whereof, I have hereunto set my hand
STANLEY F. PRATT, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date, and official seal, at Lancaster, Ohio..

this 28th day of July, A.D. 1980
This instrument prepared by Stanley F. Pratt
James W. Miller, Attorney at Law. Notary Public



Know all Men by these Presents

That

George Sakas and Alexandra Sakas, his wife,

of the Township of Pleasant County of Fairfield
and State of Ohio Grantors in consideration of the sum of
One Dollar and other good and valuable consideration
to them paid by

Industrial Building Corp., an Ohio corporation,
Route 1

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

Industrial Building Corp.

its successors ~~herein~~ and assigns forever the
following Real Estate situated in the County of Fairfield
in the State of Ohio and in the Township of
Walnut and bounded and described as follows:

Known and distinguished by being a part of the North East
Quarter of Section Thirty (30), Township No. Sixteen (16),
Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the
North East corner of the said Section No. Thirty (30); thence
North $85\frac{1}{2}^{\circ}$ West 28 chains and 84 links to a stone in the road;
thence South $4\frac{1}{2}^{\circ}$ West 27 chains and 80 links to a stone; thence
South $85\frac{1}{2}^{\circ}$ East 28 chains and 78 links to a stone in the center
of the road; thence North 4° and 36 minutes East 27 chains and
80 links to the beginning, containing 80 and eleven one-hundredth
acres.

Subject to a lease to Sakas, Inc.

Last Transfer: Deed Record Volume 375 , Page 101

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

Industrial Building Corp.

its successors

~~herein~~ and assigns forever

And the said Grantor,

George Sakas,

for himself

and his

heirs.

does hereby covenant with the said Grantee

Industrial Building Corp.

successors

its ~~herein~~ and assigns, that he is lawfully seized of the premises
aforesaid; that the said premises are Free and Clear from all Incumbrances whatsoever

Excepting taxes now a lien on said premises which the Grantee hereby
assumes and agrees to pay;

and that he will forever **Warrant and Defend** the same, with the appurtenances, unto the said Grantee Industrial Building Corp. its successors *— heirs and assigns* against the lawful claims of all persons whomsoever

In Witness Whereof the said Grantor

George Sakas and Alexandra Sakas, his wife,

who hereby release her right of dower in the premises have hereunto set their hands this 30th day of September in the year of our Lord one thousand nine hundred and seventy-one (1971)

Signed and acknowledged in presence of

William G. Coultrap
William G. Coultrap

George Sakas
George Sakas
Alexandra Sakas
Alexandra Sakas

The State of OHIO

FAIRFIELD County ss

Be it Remembered that on this

30th day of September A.D. 1971 before me the subscriber in and for said county personally came the above named

George Sakas and Alexandra Sakas,

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

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

William G. Coultrap
William G. Coultrap
Notary Public - State of Ohio

REAL ESTATE CONVEYANCE

Fee \$ *48.00*

Exempt # _____

Will M. Walker
Auditor, Fairfield County, Ohio

This instrument prepared by William G. Coultrap, Attorney at Law

300-32057
Warranty Deed

George Sakas and
Alexandra Sakas,
his wife,

TO
Industrial Building Corp.,
an Ohio corporation
Route 1 P.O. Box 156
Baltimore, Ohio

TRANSFERRED

OCT 14 1971

Will M. Walker
County Auditor, Fairfield County, Ohio

RECEIVED IN DEED
AT 9:53 OCT 14 1971
RECORDED OCT 14 1971
RECORD AND VOL 98 PAGE 497

OCT 14 1971

Ray M. Bellinger
RECORDED - FAIRFIELD COUNTY
UNRECORDED - OCT 17 1971

WILLIAM G. COULTRAP
ATTORNEY AT LAW
SUITE 205 FAIRFIELD FEDERAL BUILDING
105 EAST MAIN STREET
LANCASTER, OHIO 43130

401 PAGE 497

15-16-30

TRANSFER
NOT NECESSARY

OCT 24 2016

James A. J.
County Auditor, Fairfield County, Ohio

201600019120
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
10-24-2016 At 02:12 pm.
EASEMENT 84.00
OR Book 1722 Page 2770 - 2778

18-16-19

ODOT RE 208
Rev. 09/2012

ED
State

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Wagner Rentals, LLC, the Grantor(s) herein, in consideration of the sum of \$3,000.00, to be paid by the State of Ohio, Department of Transportation, do hereby grant, bargain, sell, convey and release to the State of Ohio for the use and benefit of the Department of Transportation, the Grantee herein, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 1-SH1, SH2

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

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Fairfield County Current Tax Parcel No. 049-02533-10, 049-02634-20

Prior Instrument Reference: OR 1434, Page 2874; OR 1434, Page 2868; Fairfield County Recorder's Office.

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

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

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF Wagner Rentals, LLC, has caused its name to be subscribed by
E. Darlene Wagner, its duly authorized agent on the 20th day of
SEPTEMBER, 2016.

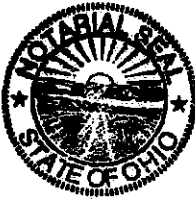
WAGNER RENTALS, LLC

By: E. Darlene Wagner

STATE OF OHIO, COUNTY OF Fairfield ss:

BE IT REMEMBERED, that on the 20th day of September, 2016, before
me the subscriber, a Notary Public in and for said state and county, personally came the above
named E. Darlene Wagner, who acknowledged being the Member and
duly authorized agent of Wagner Rentals, LLC, and who acknowledged the foregoing instrument
to be the voluntary act and deed of said entity.

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



Kathryn A. Badgley, Notary Public
in and For The State of Ohio
My Commission Expires
August 13, 2019

Kathryn A. Badgley
NOTARY PUBLIC

My Commission expires: August 13, 2019

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

IN WITNESS WHEREOF Wagner Rentals, LLC, has caused its name to be subscribed by
PAUL M. WAGNER, its duly authorized agent on the 20th day of
SEPTEMBER, 2016.

WAGNER RENTALS, LLC

By: [Signature]

STATE OF OHIO, COUNTY OF Fairfield ss:

BE IT REMEMBERED, that on the 20th day of September, 2016, before
me the subscriber, a Notary Public in and for said state and county, personally came the above
named Paul M. Wagner, who acknowledged being the Member and
duly authorized agent of Wagner Rentals, LLC, and who acknowledged the foregoing instrument
to be the voluntary act and deed of said entity.

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



[Signature: Stephen A. Badgley]

NOTARY PUBLIC

My Commission expires: August 13, 2019

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

EXHIBIT A

RX 270 SH

Page 1 of 3

Rev. 06/09

Ver. Date 11/12/15

PID 95383

**PARCEL 1-SH1
D05-FY2017 SIGNAL UPGRADE (S.R. 37 & S.R. 256)
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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

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

[Surveyor's description of the premises follows]

The lands herein described are situated in State of Ohio, Fairfield County, Ohio; Township of Walnut, Section 19, Range 18 West, Township 16 North, and being more particularly described as follows:

PARCEL NO. 1-SH1

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

Beginning at a point on the existing Right of Way line, said point being located 30.00 feet left of centerline station 25+94.22 of the centerline of survey and construction, S.R. 256, also being 30.00 feet left of centerline station 16+57.36 of the centerline of survey & construction, S.R. 37, said point being the **TRUE POINT OF BEGINNING**.

Thence, along the existing Right of Way line of S.R. 256, North 86 degrees 56 minutes 52 seconds West a distance of 28.22 feet to a set iron pin on the proposed Right of Way line, said pin being located 30.00 feet left of centerline station 25+66 of the centerline of survey & construction, S.R. 256;

EXHIBIT A

Page 2 of 3

RX 270 SH

Rev. 06/09

Thence, along said proposed Right of Way line, North 03 degrees 03 minutes 08 seconds East a distance of 12.00 feet to a set iron pin, said pin being located 42.00 feet left of centerline station 25+66 of the centerline of survey & construction, S.R. 256;

Thence, continuing along said proposed Right of Way line, South 86 degrees 56 minutes 52 seconds East a distance of 11.00 feet to a set iron pin, said pin being located 42.00 feet left of centerline station 25+77 of the centerline of survey & construction, S.R. 256;

Thence, continuing along said proposed Right of Way line, North 03 degrees 03 minutes 08 seconds East a distance of 8.00 feet to a set iron pin, said pin being located 50.00 feet left of centerline station 25+77 of the centerline of survey & construction, S.R. 256;

Thence, continuing along said proposed Right of Way line, South 86 degrees 56 minutes 52 seconds East a distance of 17.40 feet to a set iron pin on the existing Right of Way line of S.R. 37, said pin being located 50.00 feet left of centerline station 25+94.40 of the centerline of survey & construction, S.R. 256 also being located 30.00 feet left of centerline station 16+77.36 of the centerline of survey & construction, S.R. 37;

Thence, along said existing Right of Way line, South 03 degrees 34 minutes 46 seconds West a distance of 20.00 feet to the POINT OF BEGINNING.

It is understood that the above described area contains 0.011 acres more or less, including the present road which occupies 0.000 acres, more or less, which is to be deducted from the value of Auditor's Parcel Number 049-02533-10.

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

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

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

EXHIBIT A

RX 270 SH

Page 3 of 3

Rev. 06/09

Prior Instrument Reference as of the date of this survey was prepared: Official Record 1434
page 2874 of Fairfield County, Ohio.


Charles W. Price, Jr. P.S. 7825

11/12/15
Date

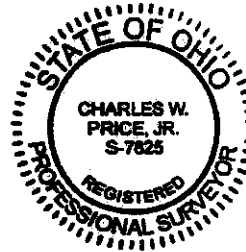


EXHIBIT A

RX 270 SH

Page 1 of 2

Rev. 06/09

Ver. Date 11/22/15

PID 95383

**PARCEL 1-SH2
D05-FY2017 SIGNAL UPGRADE (S.R. 37 & S.R. 256)
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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

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

[Surveyor's description of the premises follows]

The lands herein described are situated in State of Ohio, Fairfield County, Ohio; Township of Walnut, Section 30, Range 18 West, Township 16 North, and being more particularly described as follows:

PARCEL NO. 1-SH2

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

Beginning at a point on the existing Right of Way line, said point being located 30.00 feet right of centerline station 25+93.85 of the centerline of survey and construction, S.R. 256, also being 30.00 feet left of centerline station 15+97.55 of the centerline of survey & construction, S.R. 37, said point being the **TRUE POINT OF BEGINNING**.

Thence, along the existing Right of Way line of S.R. 37, **South 03 degrees 13 minutes 25 seconds West** a distance of **25.00 feet** to a set iron pin on the proposed Right of Way line, said pin being located 55.00 feet right of centerline station 25+93.78 of the centerline of survey & construction, S.R. 256 also being located 30.00 feet left of centerline station 15+72.55 of the centerline of survey & construction, S.R. 37;

EXHIBIT A

Page 2 of 2

Rev. 06/09

RX 270 SH

Thence, along said proposed Right of Way line, North 86 degrees 56 minutes 52 seconds West a distance of 18.78 feet to a set iron pin, said pin being located 55.00 feet right of centerline station 25+75 of the centerline of survey & construction, S.R. 256;

Thence, continuing along said proposed Right of Way line, North 03 degrees 03 minutes 08 seconds East a distance of 25.00 feet to a set iron pin on the existing Right of Way line of S.R. 256, said pin being located 30.00 feet right of centerline station 25+75 of the centerline of survey & construction, S.R. 256;

Thence, along said existing Right of Way line, South 86 degrees 56 minutes 52 seconds East a distance of 18.85 feet to the POINT OF BEGINNING.

It is understood that the above described area contains 0.011 acres more or less, including the present road which occupies 0.000 acres, more or less, which is to be deducted from the value of Auditor's Parcel Number 049-02634-20.

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

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

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

Prior Instrument Reference as of the date of this survey was prepared: Official Record 1434 page 2868 of Fairfield County, Ohio.


Charles W. Price, Jr. P.S. 7825

11/12/15
Date



201300007174
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
04-03-2013 At 12:18 pm.
EASEMENT 52.00
OR Book 1628 Page 3143 - 3147

**TRANSFER
NOT NECESSARY**

APR 03 2013


County Auditor, Fairfield County, Ohio

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that PAUL M. WAGNER and E. DARLENE WAGNER, dba WAGNER RENTALS LLC, an Ohio Limited Liability Company, the "Grantor" herein, for and in consideration of valuable consideration paid by the VILLAGE OF BALTIMORE, OHIO, an Ohio municipal corporation, the "Grantee" herein, hereby grants to Grantee, its successors and assigns forever, a permanent easement as hereafter described in, through and under the following described real estate for the purposes of and under the conditions hereinafter set forth across the following described real property:

See EXHIBIT 1 for the complete legal description of said permanent easement area, which exhibit is attached hereto and incorporated herein.

Permanent Easement: A permanent easement is hereby granted for the purpose of constructing, operating and maintaining a water line and a sanitary sewer line and all appurtenances thereto for the Grantee's State Route 256 Sanitary Sewer Extension Project (the "Project"), to be constructed in the easement described in the attachment hereto, said attachment designated as EXHIBIT 1.

The Grantor shall fully use and enjoy the said property except for the purposes herein granted to the Grantee, provided that the Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over the permanent easement or ingress/egress areas that would interfere with the construction, maintenance, operation, replacement or repair of said water line or sanitary sewer line or appurtenances, or the ingress/egress to said areas, and the Grantor shall not change the grade over such permanent or ingress/egress areas, except with the written approval of the Grantee, which approval shall not be unreasonably withheld.

The Grantee shall have the right hereunder, at all times, to enter upon the easement to do all things necessary for the purpose of accessing, constructing, operating, maintaining, inspecting, repairing, renewing, removing or replacing said water line or sanitary sewer line and all appurtenances thereto, in, over, across or under said easement.

The Grantee shall, insofar as practicable after the construction of the above described water and sanitary sewer line and all appurtenances, restore all property herein described and

*Permanent Water & Sanitary Sewer Easement Between Wagner Rentals LLC and
the Village of Baltimore, Ohio - Page 2*

belonging to the Grantor or its successors and assigns, except buildings, trees or other structures within the easement area, to its original condition.

THE GRANTEE SHALL HAVE AND HOLD the above described permanent easement with all rights, privileges and appurtenances as described herein and belonging to the Grantee, its successors and assigns forever, for the uses and purposes permitted herein.

The covenants herein shall run with the land.

The Grantor further covenants with the Grantee, its successors and assigns that it is well seized of the said premises as stated, in fee simple, and that it will warrant and defend the title of said premises against all claims except any taxes, assessments due and to become due, and easements and restrictions contained in all former instruments of record.

Acceptance of this easement by the Grantee acknowledges acceptance of the terms, conditions and covenants contained herein.

IN WITNESS WHEREOF, the said Grantor has set its hand hereto.

WAGNER RENTALS LLC by:


PAUL M. WAGNER


(Printed name & title)


E. DARLENE WAGNER


(Printed name & title)

*Permanent Water & Sanitary Sewer Easement Between Wagner Rentals LLC and
the Village of Baltimore, Ohio - Page 3*

STATE OF OHIO }
 } ss:
COUNTY OF FAIRFIELD }

BE IT REMEMBERED, that on this 22nd day of JANUARY
2013, before me the subscriber, a Notary Public in and for said county and state, personally came
the above-named WAGNER RENTALS LLC, the Grantor in the foregoing easement, and
acknowledged the signing of the same to be its voluntary act and deed for the uses and purposes
therein mentioned.

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



JAMES L. KELLER
Notary Public
In and for the State of Ohio
My Commission Expires
Lifetime Commission


Notary Public, State of Ohio

Prior instrument reference: O.R. 1434, Page 2871, Deed Records of Fairfield County, Ohio.

This instrument prepared by:
Jeffrey Feyko, Esq.
Baltimore Village Solicitor
115 North Center Street
Pickerington, Ohio 43147
Phone: 614-837-1870
Fax: 614-837-2235
Email: fevko@law@aol.com



TOBIN-McFARLAND SURVEYING, INC.
Professional Land Surveyors

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

Description of a 20 Foot Utility Easement

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, northeast quarter of Section 30.

Being over part of the 10.011 acre tract described in a deed to Wagner Rentals LLC as recorded in Official Record 1434, Page 2868 and part of the 80.11 acre tract described in a deed to Wagner Rentals LLC as recorded in Official Record 1434, Page 2871 and being more fully described as follows:

Beginning for reference at the northeast corner of Section 30 and the intersection of the centerlines of Baltimore-Somerset Road (SR256) and Lancaster-Newark Road (SR37);
thence South 89 degrees 44'00" West a distance of 690.00 feet to the northwest corner of said 10.011 acre tract;
thence South 00 degrees 10'46" East a distance of 30.00 feet to a 5/8 inch rebar previously set on the west line of said 10.011 acre tract and the TRUE POINT OF BEGINNING;
thence with the south right of way line of Baltimore-Somerset Road, North 89 degrees 44'00" East a distance of 660.00 feet to a point on the west right of way line of Lancaster-Newark Road;
thence with the west right of way line of Lancaster-Newark Road, South 00 degrees 10'46" East a distance of 1804.76 feet to a 3/4 inch iron pipe found on the south line of said 80.11 acre tract;
thence with the south line of said 80.11 acre tract South 89 degrees 43'50" West a distance of 20.00 feet to a point;
thence North 00 degrees 10'46" West a distance of 1784.76 feet to a point;
thence South 89 degrees 44'00" West a distance of 640.00 feet to a point on the west line of said 10.011 acre tract;
thence North 00 degrees 10'46" West a distance of 20.00 feet to the TRUE POINT OF BEGINNING, containing 1.122 acres.

Bearings are based on the 10.011 acre tract described in Official Record 1434, Page 2868 and are used to determine angles only. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2012 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

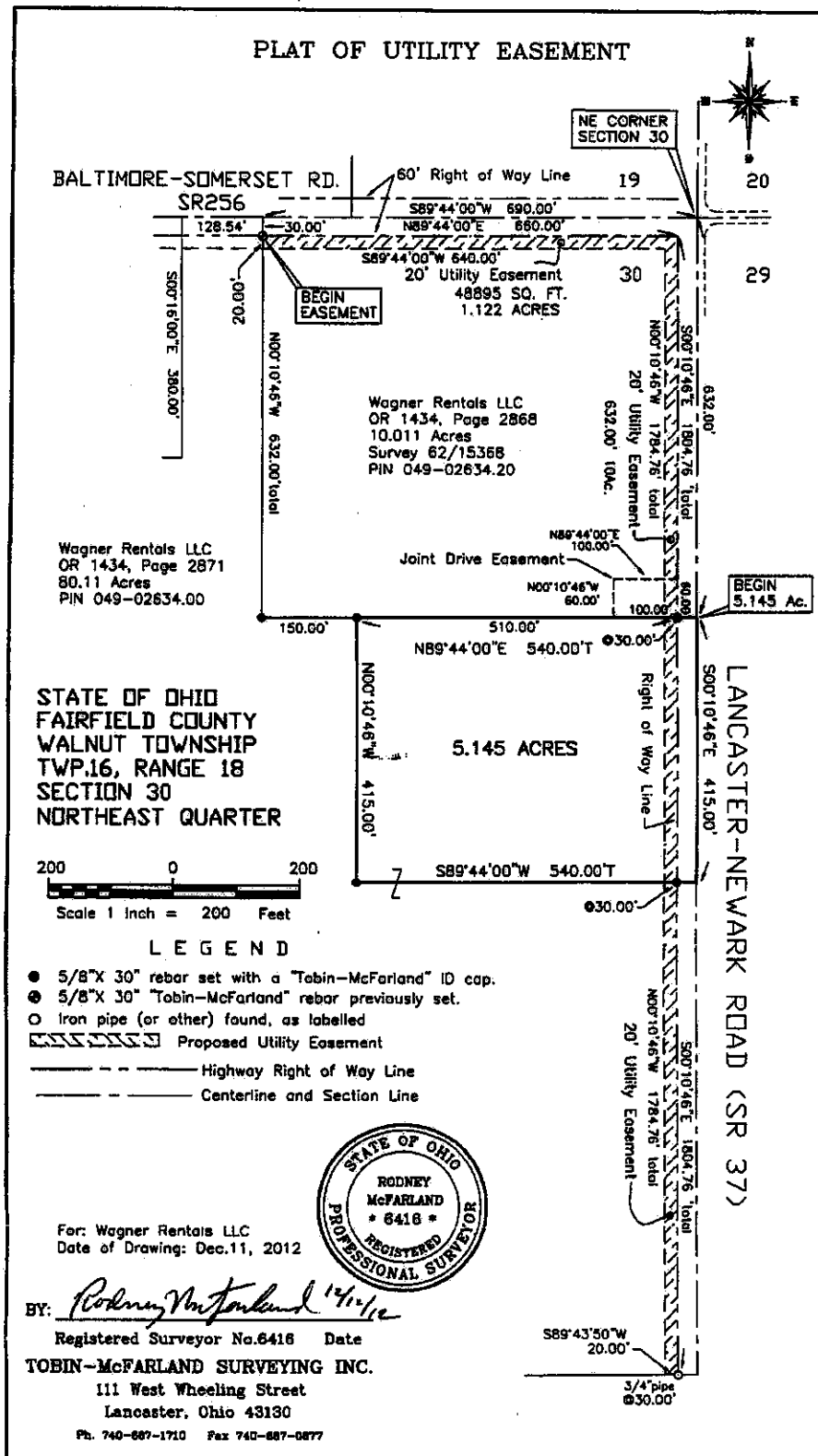
USB P1 wagner joint drive



Rodney McFarland 3/29/13
Rodney McFarland, P.S. Date
Dec. 11, 2012 Originals are signed in blue ink



PLAT OF UTILITY EASEMENT



**AGREEMENT FOR EXTERRITORIAL WATER AND/OR SEWER SERVICES
AND
CONSENT TO ANNEXATION**

The Village of Baltimore, Ohio agrees to furnish surplus amounts of the following utility services:

☒ Water (check as appropriate)

**TRANSFER
NOT NECESSARY**

☒ Sewer (check as appropriate)

APR 03 2013

to the Owner(s) of the property described below:

Name(s): WAGNER RENTALS LLC

John A. Clark, Jr.
County Auditor, Fairfield County, Ohio

Address: 950 Baltimore-Somerset Rd. NE, 835 Baltimore-Somerset Rd. NE, and
0 Baltimore-Somerset Rd. NE, Baltimore, Ohio 43105

Fairfield County Parcel Nos.: 0490253310, 0490263400 and 0490263420

Deed References: OR Book 1434, Page 2874, OR Book 1434, Page 2871 and OR Book
1434 Page 2868, Deed Records of Fairfield County, Ohio

according to the following term, conditions, and covenants:

- 1) The term of this agreement is indeterminate.
- 2) This agreement is for surplus utility services only.
- 3) Once the property served by this Agreement becomes contiguous to the corporate limits of the Village of Baltimore, the Owner(s) of the property agrees to annex the property into the Village of Baltimore and cooperate with all efforts to do so.
- 4) The parties agree that the covenants in this Agreement shall run with the land and burden the real property served by the utility services covered by this Agreement, and that the Village has a right to record the Agreement and enforce it against current and future title holders.
- 5) If the property served by this Agreement becomes contiguous to the corporate limits of the Village of Baltimore, and the Owner of the property fails to cooperate with all efforts to annex the property into the Village of Baltimore, then the Village may terminate this contract and all associated services with thirty (30) days notice. In such a case the Owner shall indemnify the Village for all of the Village's legal and consulting fees incurred in connection with the Owner's lack of cooperation.

201300007176
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
04-03-2013 At 12:18 PM
AGREE MISC 48.00
OR Book 1628 Page 3154 - 3156

- 6) All charges to be paid by the Owner for utility services as set forth herein, including but not limited to tap fees and user fees, and all other terms of such service not identified herein, shall be the same as set forth in legislation passed by the Council for the Village of Baltimore, as such legislation exists now or is adopted in the future.
- 7) No party shall connect to the waterline adjacent to the premises of the Owner without the Owner's prior written consent. The Village shall be required to forward any parties seeking to connect to said waterline adjacent to the premises of the Owner to the Owner for its consent. Any tap fees for said waterline shall be payable to and assessed solely by the Owner.

AGREED
Owner(s)

Designee of the Village of Baltimore

WAGNER RENTALS LLC
Printed Name

Scott A. Brown, Village Administrator
Printed Name

member
[Signature]
Signature and Title

[Signature]
Signature

12-31-12
Date

1-3-13
Date

STATE OF OHIO }
COUNTY OF FAIRFIELD }

On the 31st day of December, 2012, before me the undersigned Notary Public, personally appeared Paul M. Wagner on behalf of WAGNER RENTALS LLC, Owner, and acknowledged the signing of this document to be his voluntary act and deed.



Peggy K. Lawlis, Notary Public
In and For The State of Ohio
My Commission Expires
April 04, 2016

Peggy K. Lawlis
Notary Public

STATE OF OHIO }
COUNTY OF FAIRFIELD }

On the 1-3-2013 day of December, 2012, before me the undersigned Notary Public,
personally appeared Scott A. Brown, Village Administrator of the Village of Baltimore, Ohio,
and acknowledged the signing of this document to be his voluntary act and deed.

Melissa Jo Doles
Notary Public

Document Prepared By:

Jeffrey Feyko, Esquire
Village Solicitor for Village of Baltimore
115 N. Center Street
Pickerington, Ohio 43147
Tel.: (614) 837-1870
Fax: (614) 837-2235



MELISSA JO DOLES
Notary Public, State of Ohio
My Commission Expires
04-03-2015

EASEMENT

THIS EASEMENT AND RIGHT OF WAY granted this 24TH day of SEPTEMBER, 19 87, by and between Ruth Ann Taylor & James A. Taylor, her husband, Donald L. Kull & Marilyn Jane Kull, his wife, Electa Barlene Wagner & Paul Michael Wagner, her husband; hereinafter whether singular or plural, called the "Grantors" and COLUMBIA GAS OF OHIO INC., an Ohio corporation, having an office and place of business at 200 Civic Center Drive, P.O. Box 117, Columbus, Ohio 43216-0117, (hereinafter called the "Company").

WITNESSETH:

That for and in consideration of the sum of Three Hundred and no Dollars (\$ 300.00), the receipt of which is hereby acknowledged, and in further consideration of the promise of the Company to pay the Grantors, the sum of Three Thousand and no Dollars (\$ 3,000.00), before entry is made to construct the same, the Grantors hereby grant and convey to the Company, its successors and assigns, an exclusive easement and right of way to construct, operate, maintain, replace and finally remove in and upon the hereinafter described parcel of land, all such pipelines, regulating, measuring, heating and other equipment of similar nature that Company may use in connection with transporting and distributing gas and/or any other similar substance or substances that can be transported through pipelines, together with a suitable building to house the aforesaid facilities, on lands situate in Walnut Township, Fairfield County, Ohio, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

The Company shall indemnify and hold harmless the Grantors and all of their heirs, successors or assigns from and against all claims, damages, losses, suits and actions; including attorney's fees, arising or resulting from the installation, construction, operation, maintenance, repair, replacement or removal of said regulator facilities and pipelines on, over, under and across said premises, unless caused by the negligence of Grantors, their heirs, successors or assigns.

TO HAVE AND TO HOLD all and singular, the Easements and Rights of Way herein granted unto Company, its successors and assigns so long as the Company or its successors or assigns, shall use the said facilities and equipment for any or all of the purposes hereinbefore set forth.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantors and the Company and their respective representatives, heirs, successors and assigns.

TRANSFER
NOT NECESSARY

OCT 26 1987

James A. Taylor
JAMES A. TAYLOR

31879

IN WITNESS WHEREOF, the Grantors, have hereunto set their hands the day and year first above written.

Signed, sealed and delivered
in the presence of:

Robert W. Kirby
Stephen A. Taylor

Ruth Ann Taylor
James A. Taylor
Donald L. Kull
Marilyn Jane Kull
Electa Darlene Wagner
Paul Michael Wagner

STATE OF OHIO)
COUNTY OF FAIRFIELD) SS:

Personally appeared before me, a Notary Public in and for said
County Franklin County, Ruth Ann Taylor & James A. Taylor, her husband, Donald L. Kull & Marilyn Jane Kull, his wife, Electa Darlene Wagner & Paul Michael Wagner, her husband,
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 24TH day of SEPTEMBER, 19 87.

My Commission Expires:

May 28, 1990

Robert W. Kirby
Notary Public

ROBERT W. KIRBY
NOTARY PUBLIC FOR THE STATE OF OHIO
FRANKLIN COUNTY
MY COMMISSION EXPIRES 05-28-90

1609

RECEIVED in Fairfield County, Ohio
OCT 27 1987
RECORDED VOL 555 PAGE 679

26782

OCT 26 1987

Gone, Lloyd
Recorder in Fairfield County, Ohio

THIS INSTRUMENT PREPARED BY:
COLUMBIA GAS OF OHIO, INC.

20877

EXHIBIT "A"

REAL ESTATE DESCRIPTION

FROM: Ruth Ann Taylor
Marilyn Jane Kull
Electa Darlene Soliday
TO: Columbia Gas of Ohio, Inc.

The following Real Estate situated in the County of Fairfield in the State of Ohio, and in the Township of Walnut, and bounded and described as follows:

Being a 15' x 20' permanent easement and a 15' wide gas pipeline easement in a 88 acre tract conveyed to the Grantors in Deed Book 529, Page 635, Recorder's Records, Fairfield County, Ohio, situated in the southeast Quarter Section 19, T.16N., R.18W. and being more particularly described as follows:

PERMANENT EASEMENT

Beginning, for reference, at an iron pin found marking the intersection of the centerlines of State Route 256 and State Route 37, the same being the southeast corner of said 88 acre tract and Section 19;

thence South $89^{\circ}41'$ West 487.61 feet, in the centerline of State Route 256, to a point;

thence North $1^{\circ}11'$ East 30.01 feet to an iron pin set in the north right-of-way line of State Route 256 marking the principal place of beginning and the southeast corner of the herein described permanent easement;

thence South $89^{\circ}41'$ West 15.00 feet, in the north right-of-way line of State Route 256, to an iron pin set;

thence North $1^{\circ}11'$ East 20.00 feet to an iron pin set;

thence North $89^{\circ}41'$ East 15.00 feet, parallel with the north right-of-way line of State Route 256, to an iron pin set;

thence South $1^{\circ}11'$ West 20.00 feet, along an existing utility pole line, to the principal place of beginning, containing 300 square feet more or less.

GAS PIPELINE EASEMENT - 15' WIDE

Beginning in the north line of the above described Permanent Easement, South $89^{\circ}41'$ West 7.50 feet from the northeast corner thereof;

thence North $1^{\circ}11'$ East 631.98 feet, in the centerline of this 15.00 feet wide gas pipeline easement and along the west side of an existing utility pole line, to a point;

thence South $90^{\circ}00'$ East 451.02 feet to the terminus point of the herein described centerline of the 15.00 feet wide gas pipeline easement, said terminus point being in the west right-of-way line of State Route 37 (60 feet wide),

20879

REAL ESTATE DESCRIPTION

PAGE 2.

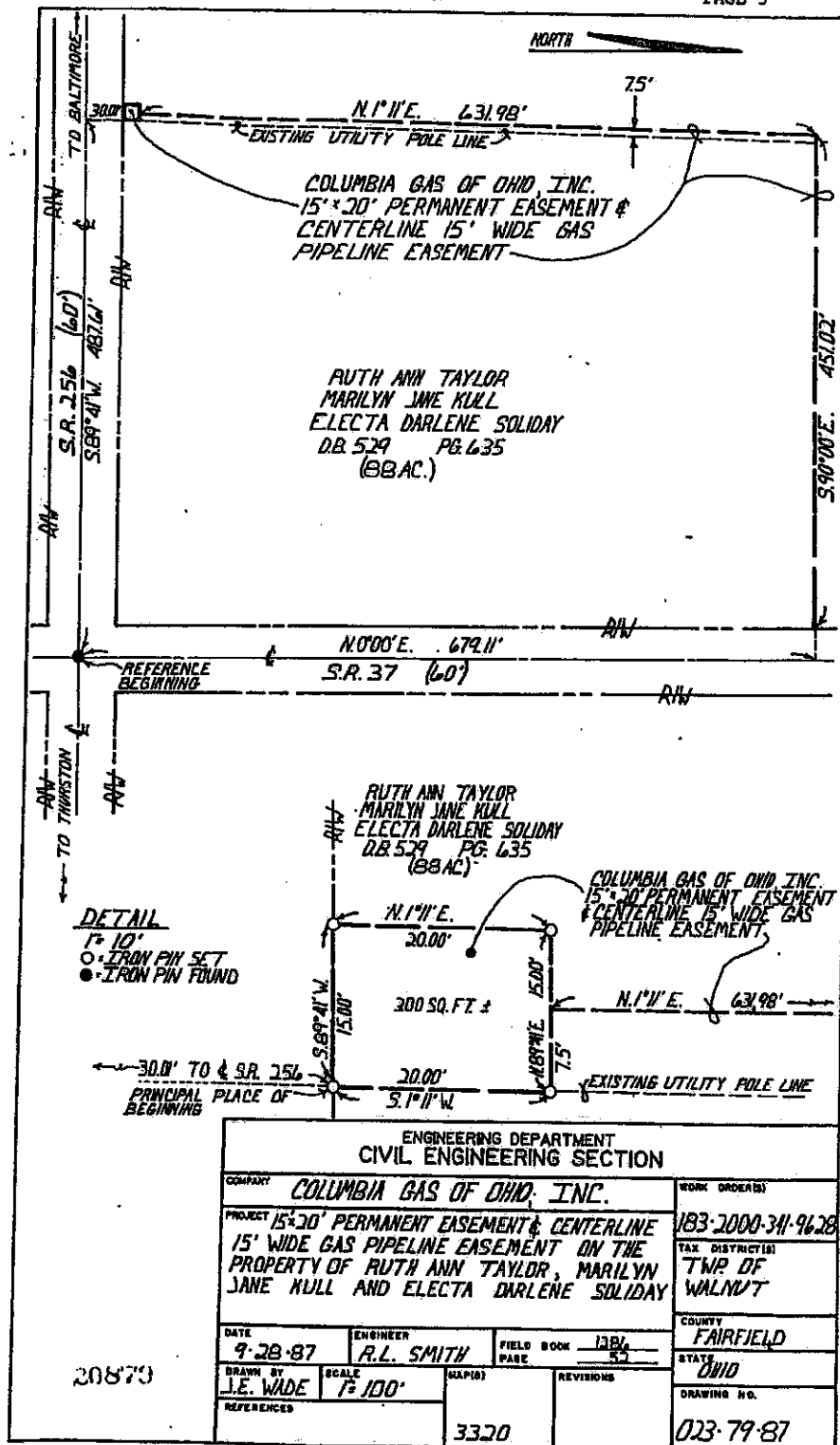
FROM: Ruth Ann Taylor
Marilyn Jane Kull
Electa Darlene Soliday

TO: Columbia Gas of Ohio, Inc.

The above described permanent easement and gas pipeline easement being as shown on Drawing No. 023-79-87 attached hereto and made a part hereof. Bearings are based on an assumed direction of North 0°00' East for the centerline of State Route 37. Iron pins set are 5/8" rebar with I.D. caps marked "Columbia Gas."

This description is based on an actual survey of the premises in September 1987 by Roger L. Smith, Registered Surveyor No. 5207.

20879



503 PAGE 426
COLUMBIA GAS DISTRIBUTION COMPANIES
AGREEMENT FOR CONDITIONAL LIMITED TIME GAS SERVICE

Page 1 of 4

1980

THIS AGREEMENT, made this 12th day of Feb., 1980, by and between E. K. Soliday, AFFILIANT NAME

hereinafter called "Applicant", party of the first part, Columbia Gas of Ohio, Inc., DISTRIBUTION COMPANY

99 North Front St., Columbus, Ohio 43215, ADDRESS
1300 Central, DISTRICT OFFICE NAME
Baltimore, AREA OFFICE NAME
1342, NUMBER

H/L Walnut Twp., COUNTY NAME BALTIMORE 62 TOWNSHIP
hereinafter called "Distribution Company", party of the second part and

Columbia Gas Transmission Corporation, TRANSMISSION COMPANY
1700 MacCorkle Ave. S.E., Charleston, West Virginia 25314, ADDRESS
hereinafter called

"Transmission Company", party of the third part; WHEREAS, Applicant has heretofore filed an application for gas service with

Distribution Company, said gas to be used by one (1) customer on premises owned by Applicant situate in LOT 19 Walnut Fairfield Ohio, COUNTY

☐ Industrial purposes; and WHEREAS, a Company service line is required on a pipeline facility owned by Transmission Company for

☒ new service or continuation of service of natural gas to be supplied to Applicant from Transmission Company LINE NO. 0-3

which is a well, gathering, storage or transmission pipeline; and external protection of Transmission Company and Distribution Company equipment ☐ is ☐ is not required at time of installation; and unless Applicant already owns the land at the location of the service

line and all other facilities to be installed by Transmission Company and Distribution Company hereunder, Applicant has acquired an

interest therein from the landowner by a deed dated DATE of record in COUNTY

19 Walnut Fairfield Ohio, COUNTY

so that Applicant will be entitled to grant to Transmission Company

and Distribution Company the easement described in Section 8 below.

Applicant, Distribution Company and Transmission Company, for themselves and their heirs, successors and assigns, mutually agree to the following terms and conditions:

1. Service hereunder will be made possible at the sole discretion of Transmission Company by a Company service line installed on its pipeline, and only when and for so long as the condition of such service will not adversely affect the primary function of the well, gathering, storage or transmission pipeline from which Applicant is served.

2. Applicant understands and agrees that Applicant must make a payment to Distribution Company under the provisions of Section 9 hereof, in the amount of \$ as a contribution in aid of the cost of () high pressure regulation, before work will be commenced to install the facilities necessary for service hereunder.

3. Service is granted to Applicant only because Transmission Company makes the gas available to Distribution Company for resale to Applicant; and Applicant understands that Transmission Company does not hereby agree to serve Applicant directly, either now or at any time in the future. Such service to Applicant is made subject to the absolute right of Distribution Company to discontinue such service, upon thirty (30) days' notice, for any of the following reasons, among others:

- (A) When the well, gathering, storage or transmission pipeline of Transmission Company serving Applicant is no longer needed for its primary function.
- (B) When the supply of natural gas contemplated for service to Applicant becomes depleted or exhausted.
- (C) When the pressure on such Transmission Company pipeline is reduced to an improper or unsatisfactory level to maintain service to Applicant and to fulfill its other purposes.
- (D) Whenever it becomes necessary to relocate, replace or abandon the pipeline of Transmission Company.

4. Transmission Company or Distribution Company may, without notice to Applicant, interrupt the delivery of gas to Applicant, whenever in its sole judgment such action is essential to the preservation or conservation of the health, safety or property of Transmission Company or Distribution Company, or the employees of either, or Applicant or the public generally.

5. Transmission Company and Distribution Company make no warranty, express or implied, as to the length of time such natural gas for the contemplated service will be available.

6. Applicant covenants that his service hereunder will be surrendered upon request of Distribution Company and in accordance with the terms of this Agreement, and further covenants that should he refuse to surrender the service upon request so as to delay or hamper Transmission Company in removing said pipeline from service or so as to cause Transmission Company to operate or maintain said pipeline in an inefficient manner in order to maintain service to Applicant and to fulfill its other purposes, if any, of said pipeline, such action shall constitute a breach of this Agreement; and Applicant shall thereupon be liable in damages to Transmission Company for its costs from time to time incurred in consequence of such breach hereof.

7. Transmission Company agrees that at such time as service shall be permanently and finally terminated to Applicant under Section 9 hereof, it shall, upon request of Applicant, pay to Applicant in full satisfaction of any and all claims against Transmission Company and Distribution Company, and to aid and assist Applicant in the costs attendant to the transfer to the most economical alternate source wherever gas is not readily available from another supplier, a sum calculated according to the following schedule:

Time elapsed from initial service hereunder to termination:
4 years or less
5 to 15 years
More than 15 years

Where gas is not readily available from another supplier:

Alternate fuel costs (up to 200 million B.T.U. per year) for 5.0 years
Alternate fuel costs (up to 200 million B.T.U. per year) for 5.0 years
Alternate fuel costs (up to 200 million B.T.U. per year) for 1.0 year

8. In consideration of the premises, Applicant hereby grants to Distribution Company and Transmission Company an easement for a site, acceptable to them, for the location of a Company service line, a cleaner, heater, regulator, meter and building, as may be required, at a point not to exceed twenty (20) feet from the pipeline of Transmission Company and at Applicant's own cost and expense. Applicant shall furnish, lay, connect and maintain the customer service line and house line used for the sale and practical transporting and controlling of gas to be served, and install meter protection from external forces, when required; and Transmission Company agrees to furnish, install and maintain the necessary Company service line from its pipeline, which will include any necessary gas cleaning equipment. All installations performed by persons other than Distribution Company or Transmission Company are subject to Distribution Company approval in accordance with the then effective California Gas System standards for gas piping and appliances existing on customer's premises.

9. Distribution Company shall furnish, at its own cost and expense, the meter, fittings and service regulators for furnishing the gas to be supplied hereunder to all except large volume customers (that is, up to 50 million B.T.U. per day), except as follows with respect to service regulators:

- (A) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure not exceeding 60 psig, Distribution Company will furnish the necessary service regulator at no cost to Applicant.
- (B) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure in excess of 60 psig but not in excess of 200 psig, which will necessitate one high pressure service regulator in addition to the service regulator, Applicant will be required to make a payment to cover the cost, installed, of the high pressure service regulator.
- (C) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure in excess of 200 psig which will necessitate two high pressure service regulators in addition to the service regulator, Applicant will be required to make a payment to cover the cost, installed, of the high pressure service regulators.
- (D) Subsequent to this Agreement, Distribution Company agrees to make any and all replacements of service regulators and (B) install any additional service regulators needed at this location, at Distribution Company's cost and expense. If this Agreement superseded a pre-existing service Agreement, Distribution Company shall bear the cost and expense of replacing pre-existing service regulators.

Applicant agrees to maintain, at his own cost and expense, the customer service line, house line and installed meter protection from external forces, when required, in an operating condition satisfactory to Distribution Company. All material furnished by either Applicant or Distribution Company or Transmission Company may be restrained and removed from the premises by the party owning same at the termination of this Agreement.

10. Where a heater must be operated on the inlet side of a service regulator, to permit measurement of the gas, the heater and the gas used to operate such heater shall be supplied by Transmission Company at its expense.

11. Applicant agrees to notify Distribution Company of all problems arising out of any variations in the pressure of gas in the customer service line and house line as well as defects in pipe, connections or appliances, the escape or leaking of gas, the sticking of valves or regulators and other irregularities incident to the service equipment of Applicant.

12. Distribution Company and Transmission Company shall have access at all times to all equipment herein provided for, for the purpose of determining whether such equipment is in proper condition and operated in accordance with this Agreement, and as well with the Rules, Regulations and Ordinances of Distribution Company applicable to the jurisdictional public utility customers, which said Rules, Regulations and Ordinances as they exist from time to time shall also apply to this Agreement and are hereby specifically made a part hereof by reference.

13. The maximum pressure at which gas is to be supplied to Applicant for residential use shall not exceed seven (7) inches water column at the outlet of the service regulator, and the responsibility for the care of the service regulators and their proper adjustment to conform with the above specified pressure shall rest with Distribution Company. Applicant agrees to install a customer service line and house lines of sufficient size to give adequate service at this pressure.

14. Applicant agrees that Distribution Company shall have the right, without notice, to shut off the gas at any time from Applicant for any of the following causes: (A) for non-payment of bills when due; (B) for any violation of this Agreement by Applicant; (C) upon discovery of a flow of stray electric current upon the house lines that in or might become dangerous; (D) in the event that gas service hereunder was secured by Applicant's misrepresentation; (E) manipulation of the service regulators to increase the pressure above the seven (7) inches water column maximum pressure herein specified; (F) when hazardous conditions of the Company or customer service lines or house lines or appliances are found so that a shut-off is required for safety reasons; and (G) when leaks are found that require prompt repair (but not shut-off) for safety reasons, and when repairs are not made promptly by Applicant.

15. At all times, Applicant agrees to service, repair and maintain in good and safe condition all customer service lines, house lines, fixtures, appurtenances, equipment and facilities owned by or installed by Applicant hereunder. Applicant further agrees to hold Distribution Company and Transmission Company harmless from any and all liability imposed against it arising from Applicant's use, maintenance, repair or ownership of the same.

16. Distribution Company or its agent, may require Applicant to supply a reasonably safe guarantee or a cash deposit. Said deposit will be refunded when the delivery of gas has been discontinued, after all bills due to Distribution Company have been paid and the receipt for such deposit has been surrendered.

17. Upon the request of Applicant, Distribution Company will test the accuracy of the meter, provided Applicant deposits with Distribution Company a sum of money sufficient to cover the costs arising from the removal and replacement of the meter for testing purposes. A meter registering between three percent (3%) low and three percent (3%) slow shall be deemed for all purposes to be registering correctly. When the meter is tested and is found to be registering correctly, Distribution Company shall retain such part of said deposit as was actually expended in the removal and testing of the meter. If said deposit should be insufficient to fully cover said actual expense, Applicant shall pay the difference. When the meter is tested and found to be registering inaccurately, Distribution Company will refund to Applicant the entire amount of the deposit. Provided, however, that where State meter testing rules vary from the above, such State rules shall control.

18. Applicant agrees to pay Distribution Company for all gas so delivered on receipt or before the due date of the bill for the monthly period and at the rate prevailing from time to time in the general locality in which Applicant is served hereunder.

19. Applicant understands, and by the execution of this Agreement specifically agrees, that the service herein contemplated is a private contractual service and is not utility service subject to public regulation, unless State law otherwise requires, and that nothing herein contained shall be construed as implying an intention or "holding out" on the part of either Distribution Company or Transmission Company to serve the public in the area generally, or to dedicate any of its facilities to public use or service. All parties agree that both Distribution Company and Transmission Company are subject generally in regulation, so that this Agreement is subject to any lawful governmental order applicable thereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands this 12th
day of Feb. 19 80
Signed and acknowledged
in the presence of:

WITNESS:

Howard W. Brown
Chas. J. Thomas
Ernest White
Mary Haddad
Donna Lee
Thomas M. Brown

APPLICANT:

E.E. Soliday
COLUMBIA GAS OF OHIO, INC.
By: D. E. Brown
DISTRICT OFFICE MANAGER
COLUMBIA GAS TRANSMISSION CORPORATION
By: Paul C. Stump
MANAGER OF
Land Rights

STATE OF OHIO

COUNTY OF Fairfield

SS:

Before me, a Notary Public in and for said County and State, personally appeared the above
named E. E. Soliday, who acknowledged that he did sign the
foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 12th day of
Feb. 19 80

STATE OF OHIO

COUNTY OF

SS:

Before me, a Notary Public in and for said County and State, personally appeared
D. E. Brown, District Office Manager of the above named
COLUMBIA GAS OF OHIO, INC., a corporation, who represented that he is duly authorized in the
premises, and who acknowledged that he did sign the foregoing instrument and that the same is his free
act and deed as such officer and is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 12th day of
March 19 80

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA

SS:

Before me, a Notary Public in and for said County and State, personally appeared
Paul C. Stump, Manager of Land Rights, of the above named
COLUMBIA GAS TRANSMISSION CORPORATION, a corporation, who represented that he is duly
authorized in the premises, and who acknowledged that he did sign the foregoing instrument and that the
same is his free act and deed as such officer and is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 6th day of
April 19 81

THIS INSTRUMENT
PREPARED BY

FORM C 225-34 CDS

Howard W. Brown
Commission expires Sept. 25, 1985
FOR: COLUMBIA GAS OF OHIO, INC.

EDWARD E. GRAVEN
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES MARCH 12, 1981

31537

FORM C 2200-34 CND

AGREEMENT AND EASEMENT

BOOK	PAGE	DATE
313	30	15 05 1960
PRIMARY RECORDED IN		
300270089		

FROM

E. E. Soliday

P. O. Address 8151 Ten-Yenack Rd.

Bellevue, O 43105

TO

COLUMBIA GAS OF OHIO, INC.
AND COLUMBIA GAS TRANSMISSION CORP.

Date Feb. 12, 1980

LOCATION

Walnut Twp.

Fairfield

County, State of Ohio

Referred to as E. E. Soliday

Referred to as E. E. Soliday

Referred to as E. E. Soliday

Referred to as E. E. Soliday

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Referred to as E. E. Soliday

TRANSFER
NOT NECESSARY

APR 10 1981

James P. Hill
ATTORNEY AT LAW, CINCINNATI, OHIO



Columbia Gas Transmission Corp.

25325

15-16-19

Page 4 of 4

JUN 26 1971

KNOW ALL MEN BY THESE PRESENTS:

James P. [Signature]
1000 [illegible]

The tile shall be secured to the support by straps.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument, this 11th day of

Signed and acknowledged in the presence of

[illegible]

John A. B. [Signature]

6) $\frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{4}$

the first time, the authors have been able to identify the specific mechanisms by which the two types of stressors affect the immune system. The authors conclude that the two types of stressors have different effects on the immune system, and that the effects are mediated by different mechanisms. This finding has important implications for the development of interventions to reduce the negative effects of stress on the immune system.

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1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

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11. *Phragmites australis* (Cav.) Trin. ex Steud. *Phragmites australis* (Cav.) Trin. ex Steud. *Phragmites australis* (Cav.) Trin. ex Steud.

Figure 6. The effect of the number of iterations on the accuracy of the proposed algorithm. The results are averaged over 10 trials. The error bars represent the standard deviation.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 01-21-2009 BY 60322 UCBAW/SAB/STP

DU 220 PG 713

5/1/49
WFP
DSE

File No. 8862

DEED OF EASEMENT
Form No. 6-D
C.S. No. 4083/911

Mr. Paul A. Balthaser
1203 E. Columbus St.
Baltimore, O.

Enc. No. 20-A R/W Map No. 863
W. O. No. 800/1019-30/3-1

RECEIVED OF THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00) in consideration of which
Paul A. Balthaser, & Ann S. Balthaser, his wife

hereby grant, and convey, unto said THE OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of Bardo County of Fairfield and State of Ohio and being a part of Section No. 4 Township No. 14N Range No. 18W and bounded:

On the North by the lands of Naurie Sharpnack
On the East by lands of No. Good
On the South by lands of P. Kauffman
On the West by lands of P. Kauffman

with the right of ingress and egress to and from said over said premises.

Together with the right to cut or trim any trees which may endanger the safety or interfere with the construction and use of said electric power line.

TO HAVE AND TO HOLD the same unto said THE OHIO POWER COMPANY, its successors and assigns.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

WITNESS the following signatures and seals, this 19th day of May 19 49

WITNESS:
James H. Baker
JAMES H. BAKER
Vernon V. Smith
VERNON V. SMITH

Paul A. Balthaser
PAUL A. BALTHASER
Ann S. Balthaser
ANN S. BALTHASER

THE STATE OF OHIO, Fairfield COUNTY, ss.
Before me, a Notary Public in and for said County, personally appeared the above named Paul A. Balthaser and Ann S. Balthaser who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 19th day of May A. D. 19 49.

My commission expires Sept. 11, 1951 in 51 (H. P. SEAL) Vernon V. Smith Notary Public

THIS STATE OF OHIO, Fairfield COUNTY, ss.
Before me, a Notary Public in and for said County, personally appeared the above named Paul A. Balthaser and Ann S. Balthaser who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 19th day of May A. D. 19 49.

My commission expires Sept. 11, 1951 in 51 (H. P. SEAL) Vernon V. Smith Notary Public

RECEIVED FOR RECORD June 10, 1949 at 2:51 o'clock A. M.
RECORDED June 10, 1949 in 49 ATTEST: Paul J. Klinger REC

5/1/49
WFP
DSE

File No. 8863

DEED OF EASEMENT
Form No. 6-D
C.S. No. 4083/911

Mr. E. E. Soliday
RFD #1, Baltimore, O.

Enc. No. 12 R/W Map No. 615
W. O. No. 403/857-1

RECEIVED OF THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00) in consideration of which
E. E. Soliday & Electa A. Soliday, his wife

hereby grant, and convey, unto said THE OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of Bardo County of Fairfield and State of Ohio and being a part of Section No. 19 Township No. 15N Range No. 18W and bounded:

On the North by the lands of Clint Ballmer & L. H. Parsons
On the East by lands of Grove Miller
On the South by lands of Harley Klinger
On the West by lands of Mary Huber

with the right of ingress and egress to and from said over said premises.

Together with the right to cut or trim any trees which may endanger the safety or interfere with the construction and use of said electric power line.

TO HAVE AND TO HOLD the same unto said THE OHIO POWER COMPANY, its successors and assigns.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

WITNESS the following signatures and seals, this 2nd day of May 19 49

WITNESS:
Vernon V. Smith
VERNON V. SMITH
James H. Baker
JAMES H. BAKER

E. E. Soliday
E. E. SOLIDAY
Electa A. Soliday
ELECTA A. SOLIDAY

THE STATE OF OHIO, Fairfield COUNTY, ss.
Before me, a Notary Public in and for said County, personally appeared the above named E. E. Soliday & Electa A. Soliday, his wife who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 2nd day of May A. D. 19 49.

My commission expires Sept. 11, 1951 in 51 (H. P. SEAL) Vernon V. Smith Notary Public

THIS STATE OF OHIO, Fairfield COUNTY, ss.
Before me, a Notary Public in and for said County, personally appeared the above named E. E. Soliday & Electa A. Soliday, his wife who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 2nd day of May A. D. 19 49.

My commission expires Sept. 11, 1951 in 51 (H. P. SEAL) Vernon V. Smith Notary Public

RECEIVED FOR RECORD June 10, 1949 at 8:52 o'clock A. M.
RECORDED June 10, 1949 in 49 ATTEST: Paul J. Klinger REC

File No. 8776

Fee \$1.90

Electa A. Soliday
C. E. Soliday
TO
South-Central Rural
Electric Cooperative, Inc.

Form 1E-189

Location Number

RIGHT - OF - WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Electa A. Soliday for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto South-Central Rural Electric Cooperative, Inc., a corporation, whose postoffice address is Box 425, Lancaster, Ohio, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Fairfield, State of Ohio, and more particularly described as follows:

142 acres in sections 19 and 20 Walnut Township

and to place, construct, operate, repair, maintain, relocate and replace in or along S. R. 37 abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 18th day of May, 1949.

Electa A. Soliday (L.S.)
C. E. Soliday (L.S.)
(L.S.)
(L.S.)

Signed, sealed and delivered in the presence of:

Darwin Kindler
Albert Aebersold

(Acknowledgments)

STATE OF OHIO {
Fairfield COUNTY { ss.

Be it remembered, that on this 18th day of May, 1949, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Electa A. Soliday grantor in the foregoing grant, and acknowledged the execution thereof to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public E. F. Eckert, Fairfield County, Ohio
E. F. ECKERT, NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 8, 1949

(N. P. SEAL)

RECEIVED FOR RECORD: June 2, 1949

AT: 1:21 O'clock P. M.

RECORDED: June 3, 1949

ATTEST: Paul J. King R. F. E.

RL 1 PG 305

File No. 6362 B-88 **Grant of Right-of-Way** Fee \$ 650

KNOW ALL MEN BY THESE PRESENTS, That J. W. Pann

grantor, in consideration of One Dollar and other valuable consideration, to him paid by South Central RURAL ELECTRIC COOPERATIVE, INC., grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey to said South Central RURAL ELECTRIC COOPERATIVE, INC., its successors and assigns (to-wit: the purpose of distributing, transmitting and using electricity, on, over, under, and across the following real estate, to-wit: 122 A Walnut St. Private Highway West side of S. H. 37 on North of S. H. 25 ft. south East side of Pann then New North about 75 ft then North East 100 ft to Road S. H. 37

The route to be taken by said lines across said lands shall be as follows: Along the East side side of the S. H. 37 going North 1 1/2 mi on Road Brighton and as now or hereafter located

Poles to be set as near across and lines thereon as possible

With full right and authority to the grantor, its successors and assigns, to enter at all times upon said premises, for the purpose of construction, repairing, replacing, and maintaining conductors, towers, poles, or other supports, and wires and distribution appliances, with all necessary fences, gates, arches, and transmitters, and springing upon such towers, poles, or other supports or supporting therefrom, or placing in such conductors, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This covenant shall be in full force and effect provided construction shall be begun on or before the 31st day of December, 1937.

Signed this 21 day of February, 1937.

Signed and acknowledged in the presence of:

Franklin Butler J. W. Pann
Darwin Kindler Baltimore O. B. B. 1

STATE OF OHIO Franklin COUNTY, ss.

Be it remembered, that on this 21st day of February, 1937, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named J. W. Pann.

grantor, in the foregoing grant, and acknowledged the execution thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public Darwin Kindler Fairfield County, Ohio.
H. P. Seal. My Commission expires May 6, 1939

CONSENT BY PRESENT MORTGAGEE TO GRANT OF RIGHT-OF-WAY

The undersigned hereby consents to the execution, delivery and recording of the foregoing conveyance and agrees that his line under a certain mortgage dated and executed by shall be subordinate to the easement created by said conveyance.

Received for Record JUL 27, 1937, at 2:00 o'clock P. M.

Recorded JUL 27, 1937.

 Recorder. Deputy.

File No. 6368 B-100 **Grant of Right-of-Way** Fee \$ 650

KNOW ALL MEN BY THESE PRESENTS, That Mrs. Elizabeth Rowles

grantor, in consideration of One Dollar and other valuable consideration, to him paid by South Central RURAL ELECTRIC COOPERATIVE, INC., grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey to said South Central RURAL ELECTRIC COOPERATIVE, INC., its successors and assigns (to-wit: the purpose of distributing, transmitting and using electricity, on, over, under, and across the following real estate, to-wit: 106.08 A. of sec. 17 Pleasant Twp. bounded on the N. by Harvey Irvin. On the E. by Rowles. On the S. by Henry Buckman. On the W. by J. C. George

The route to be taken by said lines across said lands shall be as follows: Along the East side of the 300 road as now or hereafter located

Within 1 foot highway limits

With full right and authority to the grantor, its successors and assigns, to enter at all times upon said premises, for the purpose of construction, repairing, replacing, and maintaining conductors, towers, poles, or other supports, and wires and distribution appliances, with all necessary fences, gates, arches, and transmitters, and springing upon such towers, poles, or other supports or supporting therefrom, or placing in such conductors, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This covenant shall be in full force and effect provided construction shall be begun on or before the 28th day of August, 1937.

Signed this 28th day of August, 1937.

Signed and acknowledged in the presence of:

Darwin Kindler Mrs. Elizabeth Rowles
Northa Buck

STATE OF OHIO Fairfield COUNTY, ss. Lancaster 389-1600- west

Be it remembered, that on this 28th day of August, 1937, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Mrs. Elizabeth Rowles.

grantor, in the foregoing grant, and acknowledged the execution thereof to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public Darwin Kindler Fairfield County, Ohio.
H. P. Seal. My Commission expires May 6, 1939

CONSENT BY PRESENT MORTGAGEE TO GRANT OF RIGHT-OF-WAY

The undersigned hereby consents to the execution, delivery and recording of the foregoing conveyance and agrees that his line under a certain mortgage dated and executed by shall be subordinate to the easement created by said conveyance.

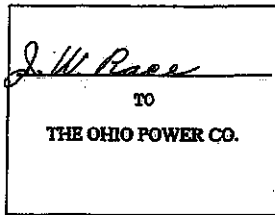
Received for Record JUL 27, 1937, at 2:00 o'clock P. M.

Recorded JUL 27, 1937.

 Recorder. Deputy.

No. 8828...

Fee 1.25



Name and Address

Bas. No. 6... Map No. 416...

Mr. J. W. Race
Baltimore, Ohio...Drawing No. C1774-70 No. 3154 R 2
D.H. 8 Nov. 2-82

THIS INDENTURE, made this 5th day of November, 1932

by and between J. W. Race and Waltha V. Race
his wife

of the County of Fairfield

in the State of Ohio, parties 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,

WITNESSETH:

That for ~~the sum of \$1000.00~~ *and the contemplated plan of fencing* Dollars 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 poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires, in, on, along, over, through or across the following described lands situated in ~~Walworth~~ *Walworth* Township, in the County of Fairfield, in the State of Ohio, and part of Section No. 19 Township No. 14 N. and Range No. 18 W. and bounded:

On the North by the lands of *Ralph Van Arsdale and F. Gilbert Morris*

On the East by the lands of *David Ballman*

On the South by the lands of *David Ballman and Harvey Rhinger*

On the West by the lands of *Lucy Hoffman*

Right of Way Easement for Line along Highways Only.

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, poles, 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 remove from said premises or the premises of the parties 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 poles 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 parties 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 poles, 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 and assigns, shall further pay to ~~the party of the first part~~ *the party of the first part* or ~~to the party of the first part~~ *to the party of the first part*

sign, the sum of \$1000.00 for ~~the use of said party of the second part~~ *along the public highway on said lands hereinafore described from time to time, whenever and as any poles are erected thereon.* GRANTOR will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay GRANTOR all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines shall be made at or mailed to the Office of the Grants at ~~Walworth~~ *Walworth* Township, Ohio, within thirty days after said damages accrue. 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. TO HAVE AND TO HOLD the same unto said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed and Acknowledged in the presence of:

J. L. Roach
Fred. Kirkpatrick

The State of Ohio, *Fairfield* County, SS.Before me, a *Notary Public* in and for said County, personally appeared the above named*J. W. Race and Waltha V. Race*

who acknowledged that they did sign the within instrument and that the same is their free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal on this 5th day of November, 1932.

J. L. Roach
Notary Public
(Seal) *Fairfield County Ohio*
My Commission Expires *Nov. 22-1933*

Received for Record: *November 19th*, 1932, at *7:15 A.M.*Recorded: *November 19th*, 1932Attest: *E. B. Meek* R. F. G.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/09/2005	200534202248	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

Receipt

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

LANE, ALTON & HORST LLC
175 SOUTH THIRD STREET
COLUMBUS, OH 43215-5100

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1586079

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

WAGNER RENTALS, LLC

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

Document(s)

ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):

200534202248



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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 5th day of December,
A.D. 2005.

J. Kenneth Blackwell
Ohio Secretary of State

Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (check one)

☐ Yes PO Box 1390
Columbus, OH 43216
Requires an additional fee of \$100

☒ No PO Box 670
Columbus, OH 43216

**ORGANIZATION / REGISTRATION OF
LIMITED LIABILITY COMPANY**
(Domestic or Foreign)
Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) <input checked="" type="checkbox"/> Articles of Organization for Domestic Limited Liability Company (115-LCA) ORC 1705	(2) <input type="checkbox"/> Application for Registration of Foreign Limited Liability Company (105-LFA) ORC 1705 (Date of Formation) _____ (State) _____
---	---

Complete the general information in this section for the box checked above.

Name Wagner Rentals, LLC☐ Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited Ltd, L.t.d., LLC, L.L.C.

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



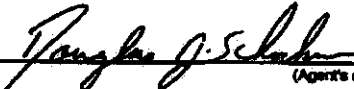
 Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.
 (mm/dd/yyyy)

 This limited liability company shall exist for perpetual
 (Optional) (Period of existence)

 Purpose Sale, purchase, and rental of real property
 (Optional)

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

 (Optional) Wagner Rentals, LLC
 (Name)
7496 Ruffner Road
 (Street) NOTE: P.O. Box Addresses are NOT acceptable.
Baltimore Ohio 43105
 (City) (State) (Zip Code)

Complete the information in this section if box (1) is checked Cont.		
ORIGINAL APPOINTMENT OF AGENT		
The undersigned authorized member, manager or representative of <u>Wagner Rentals, LLC</u> <small>(name of limited liability company)</small>		
hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:		
<u>Douglas J. Schockman</u> <small>(Name of Agent)</small>		
<u>175 S. Third St., Ste. 700</u> <small>(Street)</small>		
<small>NOTE: P.O. Box Addresses are NOT acceptable.</small>		
<u>Columbus</u> <small>(City)</small>	<u>Ohio</u> <small>(State)</small>	<u>43215</u> <small>(Zip Code)</small>
Must be authenticated by an authorized representative		
<div style="border: 1px solid black; padding: 5px; display: inline-block;">  Authorized Representative </div>		<div style="border: 1px solid black; padding: 5px; display: inline-block;">  11-18-05 Date </div>
<div style="border: 1px solid black; height: 40px; width: 100%;"></div> Authorized Representative		<div style="border: 1px solid black; height: 40px; width: 100%;"></div> Date
ACCEPTANCE OF APPOINTMENT		
The undersigned, named herein as the statutory agent for <u>Wagner Rentals, LLC</u> <small>(name of limited liability company)</small>		
hereby acknowledges and accepts the appointment of agent for said limited liability Company.		
<div style="text-align: center;">  <small>(Agent's signature)</small> </div>		

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

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

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(State)

(Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

Ohio

(State)

(Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- the agent cannot be found, or
- the limited liability company fails to designate another agent when required to do so, or
- the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED

Must be authenticated (signed)
by an authorized representative
(See instructions)

Douglas J. Schockman

Authorized Representative

Douglas J. Schockman

(Print Name)

Lane Allen & Horst

175 S. Third St., Ste. 700, Columbus, OH 43215

11-30-05

Date

Authorized Representative

Date

(Print Name)

Fairfield County GIS



Notes

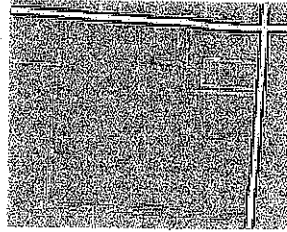
PCL 002 and 004 WAGNER RENTALS, LLC
ACRES AND 6.91 ACRES

62.33

Data For Parcel 0490263400

Base Data

Parcel: 0490263400
Owner: WAGNER RENTALS LLC
Address: 835 BALTIMORE-SOMERSET RD NE



[+] Map this property.

Mailing Address

Mailing Name: WAGNER RENTALS LLC
Address: 7498 RUFFNER RD
City State Zip: BALTIMORE, OH 43105

Taxing District

City: UNINCORPORATED
Township: WALNUT TOWNSHIP
School District: LIBERTY UNION-THURSTON L.S.D.

Legal

Neighborhood: 00064009 WALNUT TWP DIST 049

Legal Acres: 62.33

Legal Description: R 18 T 16 S 30 NE

Land Use: (110) A - AGRICULTURAL VACANT LAND

Property Class: AGRICULTURAL

Range Township Section: 0-0-0

Map Number: 0030-00-025-00

Tax Year 2020 Tentative Valuation

	Appraised	Assessed (35%)
Land Value:	\$343,050.00	\$120,070.00
Building Value:	\$0.00	\$0.00
Total Value:	\$343,050.00	\$120,070.00
CAUV Land Value:	\$101,250.00	
Taxable Value:		\$35,440.00

Tax Credits

Owner Occupancy Credit: NO

Homestead Reduction: NO

Notes

Notes:

Report Discrepancy

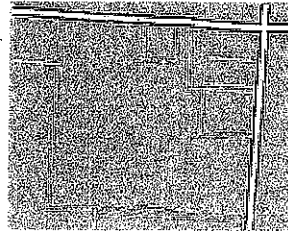
Data For Parcel 0490263400

Note:

2020 taxes have not yet been calculated. Any amounts shown here represent unpaid charges from prior years.

Tax Data

Parcel: 0490263400
Owner: WAGNER RENTALS LLC
Address: 835 BALTIMORE-SOMERSET RD NE



[+] Map this property.

Change Tax Year: 2020 ▼

Property Tax**Tax Year 2020 Payable 2021**

	First Half	Second Half
Gross Charge:	\$0.00	\$0.00
Reduction Factor:	\$0.00	\$0.00
Non-Business Credit:	\$0.00	\$0.00
Owner Occupancy Credit:	\$0.00	\$0.00
Homestead Reduction:	\$0.00	\$0.00
Special Assessments:	\$0.00	\$0.00
CAUV Recoupment:	\$0.00	\$0.00
Penalties And Adjustments:	\$0.00	\$0.00
Subtotals:	\$0.00	\$0.00

Prior Charges:	\$0.00
Interest:	\$0.00
Full Year Total:	\$0.00
Payments:	\$0.00
Half Year Due:	\$0.00
Full Year Due:	\$0.00

Special Assessments

No data found for this parcel.

Payment History

Date	Amount
7/16/2020	(\$105.72)
6/16/2020	(\$105.74)
5/20/2020	(\$105.74)
4/28/2020	(\$105.74)
4/2/2020	(\$105.74)
12/30/2019	(\$985.52)

7/19/2019	(\$246.37)
6/18/2019	(\$246.38)
5/16/2019	(\$246.38)
4/18/2019	(\$246.38)
3/28/2019	(\$246.38)
2/22/2019	(\$236.41)
1/4/2019	(\$995.48)
7/20/2018	(\$248.85)
6/18/2018	(\$248.87)
5/16/2018	(\$248.87)
4/17/2018	(\$248.87)
3/27/2018	(\$248.87)
2/16/2018	(\$438.05)
12/27/2017	(\$806.28)
7/21/2017	(\$201.55)
6/19/2017	(\$201.57)
5/23/2017	(\$201.57)
4/24/2017	(\$201.57)
4/3/2017	(\$201.57)
2/23/2017	(\$1,007.83)
7/20/2016	(\$878.63)
2/24/2016	(\$878.63)
7/16/2015	(\$836.81)
2/27/2015	(\$836.81)
7/18/2014	(\$830.19)
3/4/2014	(\$830.19)
5/30/2013	(\$722.71)
5/24/2013	(\$412.91)
2/28/2013	(\$412.91)
8/3/2012	(\$412.92)
2/28/2012	(\$412.92)
7/18/2011	(\$617.86)
2/24/2011	(\$617.86)
7/19/2010	(\$331.22)
3/1/2010	(\$331.22)
7/16/2009	(\$326.06)
2/23/2009	(\$326.06)
7/18/2008	(\$307.72)
2/25/2008	(\$307.72)

Report Discrepancy

GIS parcel shapefile last updated 9/8/2020 8:05:40 AM.

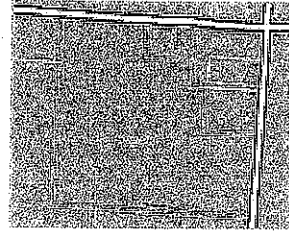
The CAMA data presented on this website is current as of 9/10/2020 12:25:04 AM.

Data For Parcel 0490263400

Tax Year 2020 Tentative Valuation

Valuation Data

Parcel: 0490263400
Owner: WAGNER RENTALS LLC
Address: 835 BALTIMORE-SOMERSET RD NE



[+] Map this property.

Valuation 2020 ▼

	Appraised	Assessed
Land Value:	\$343,050.00	\$120,070.00
Building Value:	\$0.00	\$0.00
Total Value:	\$343,050.00	\$120,070.00
CAUV Land Value:	\$101,250.00	
Taxable Value:	\$35,440.00	

[Report Discrepancy](#)

GIS parcel shapefile last updated 9/8/2020 8:05:40 AM.

The CAMA data presented on this website is current as of 9/10/2020 12:25:04 AM.

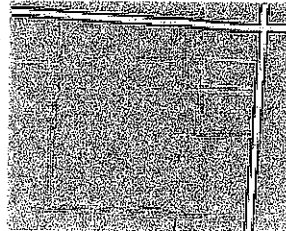
Data For Parcel 0490263400

Note:

2020 taxes have not yet been calculated. Any amounts shown here represent unpaid charges from prior years.

Tax Data

Parcel: 0490263400
Owner: WAGNER RENTALS LLC
Address: 835 BALTIMORE-SOMERSET RD NE



[+] Map this property.

Change Tax Year: 2019 ▼

Property Tax**Tax Year 2019 Payable 2020**

	First Half	Second Half
Gross Charge:	\$1,229.77	\$1,229.77
Reduction Factor:	(\$401.15)	(\$401.15)
Non-Business Credit:	(\$71.52)	(\$71.52)
Owner Occupancy Credit:	\$0.00	\$0.00
Homestead Reduction:	\$0.00	\$0.00
Special Assessments:	\$0.00	\$0.00
CAUV Recoupment:	\$0.00	\$0.00
Penalties And Adjustments:	\$0.00	\$0.00
Subtotals:	\$757.10	\$757.10
Prior Charges:	\$0.00	
Interest:	\$0.00	
Full Year Total:	\$1,514.20	
Payments:	(\$1,514.20)	
Half Year Due:	\$0.00	
Full Year Due:	\$0.00	

Special Assessments

No data found for this parcel.

Payment History

Date	Amount
7/16/2020	(\$105.72)
6/16/2020	(\$105.74)
5/20/2020	(\$105.74)
4/28/2020	(\$105.74)
4/2/2020	(\$105.74)
12/30/2019	(\$985.52)

7/19/2019	(\$246.37)
6/18/2019	(\$246.38)
5/16/2019	(\$246.38)
4/18/2019	(\$246.38)
3/28/2019	(\$246.38)
2/22/2019	(\$236.41)
1/4/2019	(\$995.48)
7/20/2018	(\$248.85)
6/18/2018	(\$248.87)
5/16/2018	(\$248.87)
4/17/2018	(\$248.87)
3/27/2018	(\$248.87)
2/16/2018	(\$438.05)
12/27/2017	(\$806.28)
7/21/2017	(\$201.55)
6/19/2017	(\$201.57)
5/23/2017	(\$201.57)
4/24/2017	(\$201.57)
4/3/2017	(\$201.57)
2/23/2017	(\$1,007.83)
7/20/2016	(\$878.63)
2/24/2016	(\$878.63)
7/16/2015	(\$836.81)
2/27/2015	(\$836.81)
7/18/2014	(\$830.19)
3/4/2014	(\$830.19)
5/30/2013	(\$722.71)
5/24/2013	(\$412.91)
2/28/2013	(\$412.91)
8/3/2012	(\$412.92)
2/28/2012	(\$412.92)
7/18/2011	(\$617.86)
2/24/2011	(\$617.86)
7/19/2010	(\$331.22)
3/1/2010	(\$331.22)
7/16/2009	(\$326.06)
2/23/2009	(\$326.06)
7/18/2008	(\$307.72)
2/25/2008	(\$307.72)

Report Discrepancy

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