

# Vacant Land Auction

175 +/- Acres 12 Tracts

**AUCTION DATE:** March 23, 2016

**TIME:** 6:00 PM

**SALE LOCATION:** Harrison Street Elementary  
70 Harrison Street, Sunbury, OH 43074

**INSPECTION DATES:** February 28th, 1:00 - 3:00  
March 13th, 1:00 - 3:00

- Open Fields
- Woods
- Big Walnut Creek
- Outdoor Enthusiast
- Farmers
- Home Sites
- Big Walnut Schools



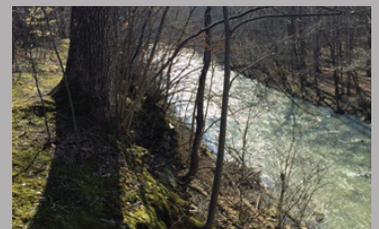
Tracts 1,2,3,7,9,10,11  
5 +/- acres open fields  
2,3,4 have a creek



Tracts 4,5,6  
8 +/- acres wooded  
some open field



Tract 8  
57 +/- acres highly tillable



Tract 12  
41 +/- acres some tillable  
mostly wooded with creek

12328 Hartford Rd Sunbury, Ohio Between High St and Longshore Rd.



**Auction Services**



Appraisal Brokerage Consulting Development

**Real Estate & Auction Services**  
Chip Carpenter Broker/Auctioneer  
(740) 965-1208

**The Robert Weiler Company**  
Skip Weiler Broker  
(614) 221-4286

[www.ucrealestateandauction.com](http://www.ucrealestateandauction.com)  
[www.rweiler.comchip](http://www.rweiler.comchip)

# Terms & Conditions

United Country Real Estate and Auction Services, LLC  
And  
The Robert Weiler Company  
740-965-1208 OR 614-206-1135  
Sellers: Dantomka Ltd., Eileen G. Meers and Katherine Meers

## TERMS AND CONDITIONS

Pursuant to the pre-auction sale bills and applicable law, THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS. By registering for this auction and placing a bid, bidder acknowledges that these terms and conditions have been disclosed to bidder, and bidder agrees to be bound by these terms and conditions. Property sells subject to owner's confirmation day of sale.

1. Buyer to pay a Ten percent (10%) NONREFUNDABLE earnest money deposit per tract purchased or for the whole upon execution of the purchase agreement, to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. Balance of purchase price is due in cash at closing which shall occur on or before May 6, 2016. Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation. Seller will not pay CAUV recoupment on any tract over 10 acres. Survey: A new survey will be provided by seller if necessary for transfer, otherwise a new survey will not be provided. The survey will be at the Sellers expense and any issues regarding the survey will be at the Seller's discretion, combination purchases will receive a perimeter survey only. Seller will pay for conveyance fee, owner's policy of title insurance from a title agency of Seller's choosing, Seller's portion of title agency closing fee not to exceed \$150.00, and deed preparation from Olen-tangy Title only. Seller will pay no other closing costs. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. As owner's title insurance is being provided, seller reserves the right to determine which form of deed (warranty, quit-claim, fiduciary etc) shall be used.
2. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to fitness of the real property or improvements for a particular use or any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.
3. All prospective Buyers who desire to participate in the auction must register the day of sale prior to bidding, and must then provide such personal information as requested by the auctioneer. Realtor cooperation is welcome; however, you must register your clients 48 hours prior to sale with an agency disclosure. No exceptions.
4. Seller has specifically reserved the right to have the auctioneer determine the minimum bid advancement that will be accepted from all bidders, including the amount necessary to "break" winning bids during the multi parcel portion of the auction. This is an multi parcel auction with open bidding on any tract, combination of tracts up until the seller or auctioneer determines it to be closed. The auctioneers will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the seller and/or the attorney for the seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction may be subject to online, phone or proxy bidding.
5. Each successful bidder will be required to immediately execute the posted purchase contract, and deposit with the auctioneer the earnest money described above. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
6. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by seller nor United Country Real Estate and Auction Services LLC.
7. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the buyer of the real estate. Buyer will assume all responsibility and costs associated with these items as of the date of closing.
8. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by seller or auctioneers. Announcements made day of sale shall take precedence over printed material.

United Country Real Estate and Auction Services, LLC  
BONDED – LICENSED BY THE OHIO DEPARTMENT OF AGRICULTURE

# Vacant Land Auction

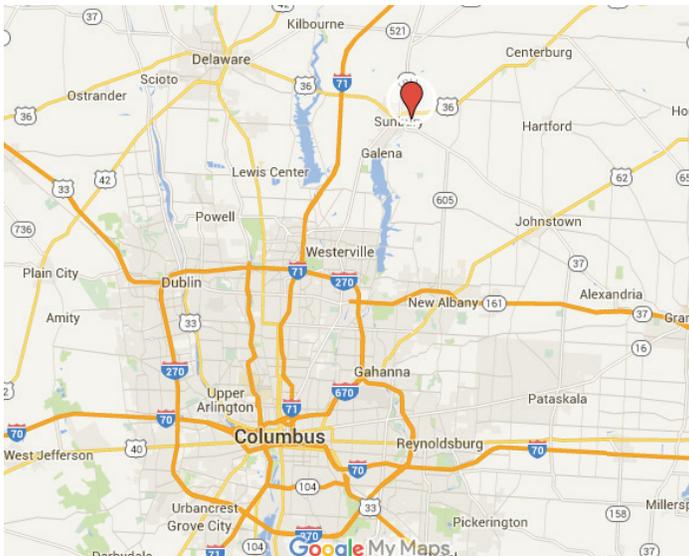
175 +/- Acres    12 Tracts

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**SALE LOCATION:** Harrison Street Elementary  
70 Harrison Street, Sunbury, OH 43074

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**12328 Hartford Rd  
Sunbury, Ohio  
Between High St and Longshore Rd.**



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The information contained herein was obtained from sources believed reliable; however, United Country Real Estate and Auction Services makes no guarantees, warranties, or representations as to the completeness or accuracy thereof. The presentation of this property is submitted subject to errors, omissions, change of price or conditions prior to sale or lease, or withdrawal without notice.

# Tracts

Property Location: 12328 Hartford Rd Sunbury, Ohio between High St and Longshore Rd.



Vacant Land Auction  
175+/- acres in 12 Tracts  
Wed. March 23, 2016 at 6:00 PM

Sale Location: Harrison Elementary School – 70 Harrison St, Sunbury, OH  
Inspection Dates: February 28th and March 13th from 1:00 - 3:00 pm.

Tracts 1,2,3,7,9,10 and 11 are 5+/- acres open fields. 2,3 & 4 have a creek.  
Tracts 4, 5, 6 are 8+/- acres wooded with some open field.  
Tract 8 is 57+/- acres highly tillable tract.  
Tract 12 is 41+/- acres some tillable mostly wooded with Big Walnut Creek on the West Side.

# Contact List

## PROPERTY RELATED CONTACTS

CHIP CARPENTER  
614.206.1135  
UNITED COUNTRY REAL ESTATE AND AUCTION SERVICES  
CHIP@UCREALESTATEANDAUCION.COM  
WWW.UCREALESTATEANDAUCION.COM

SCIOTO LAND SURVEYING  
740.368.1700

TRENTON TWP ZONING  
740.965.4816

TREASURER  
740.833.2810

VILLAGE OF SUNBURY  
740.965.2684

AUDITOR'S OFFICE  
740.833.2900

REGIONAL PLANNING  
740.833.2260

CHAMBER OF COMMERCE  
740.965.2860

MAP DEPARTMENT  
740.833.2480

COUNTY EXTENSION OFFICE  
740.833.2030

GEN. HEALTH DISTRICT  
740.368.1700

CLERK OF COURTS  
740.833.2500

ECONOMIC DEVELOPEMENT  
<http://www.co.delaware.oh.us/index.php/business>  
ODNR FISH & WILDLIFE  
<https://ohiodnr.gov/>  
WEBSITES OF INTEREST  
<http://www.co.delaware.oh.us/>  
<http://www.co.delaware.oh.us/index.php/auditor>

# *Title Commitment*



Ohio Bar Title Insurance Company



A Subsidiary of First American Title Insurance Company

# Commitment for Title Insurance

ISSUED BY

Ohio Bar Title Insurance Company

## Commitment

**OHIO BAR TITLE INSURANCE COMPANY**, an Ohio corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

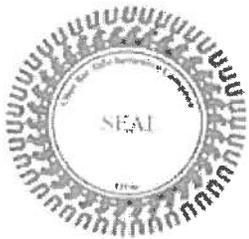
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

**This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.**

In Witness Whereof, Ohio Bar Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

*Ohio Bar Title Insurance Company*



Kevin F. Eichner  
President

Michael J. Fromhold  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

**This jacket was created electronically and constitutes an original document**

**INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.**

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## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.



Ohio Bar Title Insurance Company



A Subsidiary of Fidelity American Title Insurance Company

# Commitment for Title Insurance

ISSUED BY

**Ohio Bar Title Insurance Company**

## Schedule A

File No.: 12479-102 Dantomka

1. Effective Date: February 25, 2016 @ 7:00 a.m.

2. Policy (or Policies) to be issued: AMOUNT

a. ALTA Owner Policy (6-17-06) \$ TBD

Proposed Insured: To Be Determined

b. \$ TBD

Proposed Insured: To Be Determined

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Dantomka, Ltd., a Limited Partnership, per the Trustee's Deed recorded June 23, 1981 in Deed Record Vol. 443, page 713, and per the Warranty Deed recorded July 10, 1991 in Deed Book 536, page 24, Delaware County Recorder's Office.

5. The land referred to in this Commitment is described as follows:

The land referred to herein is located in the Township of Trenton, County of Delaware, and State of Ohio more fully described on Exhibit A attached hereto and incorporated herein.

Issuing Agent: Stephen D. Martin  
Address: 50 N. Sandusky Street  
City, State, Zip: Delaware, OH 43015

By:   
STEPHEN D MARTIN.  
Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

**INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.**

 <b>Ohio Bar Title Insurance Company</b>  <small>A Subsidiary of First American Title Insurance Company</small>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>Ohio Bar Title Insurance Company</b>
<b>Exhibit A</b>	

File No.: 12479-102 Dantomka

The Land referred to herein below is situated in the County of Delaware, State of Ohio, and is described as follows:

Situated in the Township of Trenton, County of Delaware and State of Ohio:

That 198.384 acres shown in the Trustee's Deed recorded in D.B. 443, page 713, excepting therefrom the parcels conveyed in Deed Book 444, page 474 (5.4485 acres); Deed Book 511, page 211 (5.4455 acres); Deed Book 511, page 215 (5.4425 acres); Deed Book 511, page 219 (5.4395 acres); Deed Book 511, page 223 (5.4365 acres); Deed Book 511, page 227 (5.4335 acres); Deed Book 511, page 231 (5.4305 acres); Deed Book 511, page 235 (5.4275 acres); Deed Book 511, page 239 (5.4245 acres); and Deed Book 511, page 207 (5.4215 acres), Delaware County Recorder's Office.

That 5.4275 acres shown in the Warranty Deed recorded in D.B. 536, page 24, Delaware County Recorder's Office.

 <b>Ohio Bar Title Insurance Company</b>  <small>A Subsidiary of First American Title Insurance Company</small>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>Ohio Bar Title Insurance Company</b>
<b>Schedule BI</b>	

File No.: 12479-102 Dantomka

**REQUIREMENTS**

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
3. Deed from Dantomka, Ltd., a limited partnership, to the successful bidder at the public auction conducted on March 23, 2016. Mortgage from the successful bidder at the public auction conducted on March 23, 2016 to \_\_\_\_\_.
4. Satisfactory release of all liens shown in Schedule BII.
5. Pay all taxes, charges and assessments levied and assessed against the subject premises, which are due and payable.
6. Satisfactory evidence that improvements and/or repairs or alterations thereto are completed; that contractors, sub-contractors, labor and material men are all paid and have released of record all liens or notices of intent to perfect a lien for labor or material.
7. A full and complete copy of the partnership agreement for Dantomka, Ltd., together with any and all amendments thereto, and a certificate stating (1) the agreement has not been further amended and (2) the names of the current general partners.
8. A copy of the Certificate of Limited Partnership as well as a recent Certificate of Good Standing issued by the Ohio Secretary of State.
9. Joinder by all of the general partners of Dantomka, Ltd. in the execution and delivery of the instruments required to consummate the transaction which is the subject of this Commitment, or in lieu thereof, evidence that the Partnership Agreement, as amended, establishes the authority of a single identified partner, or fewer than all of the partners, to execute and deliver the same, and a resolution signed by all the current partners evidencing same.
10. The Proposed Insured and Policy Amount must be disclosed to the Company, and are subject to approval of the Company. Until the amount of the policy to be issued and the Proposed Insured shall be determined, and entered as aforesaid, this Commitment shall not be binding to any proposed insured.
11. The legal description that is the subject of this Commitment is a portion of the legal description appearing in Schedule A, and said subject legal description has not been created or approved by the appropriate state, county and local authorities under the rules and statutes existing thereunder, and therefore the Company requires evidence of the following where applicable:
  1. The subject legal description;
  2. A survey of the premises acceptable to the county engineer or map department that would allow the legal description to be approved for recordation; and
  3. An original legal description signed by the surveyor in a form that would allow the legal description to be approved for recordation; and

 <b>Ohio Bar Title Insurance Company</b> <i>A First American Company</i>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>Ohio Bar Title Insurance Company</b>
<b>Schedule BI</b>	

File No.: 12479-102 Dantomka

**REQUIREMENTS - Continued**

4. Application and payment of fees required thereto for approval of the legal description for recordation.

 <b>Ohio Bar Title Insurance Company</b>  <small>A Subsidiary of First American Title Insurance Company</small>	<h2>Commitment for Title Insurance</h2>
	ISSUED BY <b>Ohio Bar Title Insurance Company</b>
<h1>Schedule BII</h1>	

File No.: 12479-102 Dantomka

**EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, Oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Taxes and assessments for the year 2016 and thereafter, which are undetermined, are a lien, and are not yet due and payable.
10. 2015 Tax Duplicate for Parcel Number 416-320-01-030-000 (15.37 acres/Lot 31).

The first half tax in the amount of \$213.93, including current assessments, if any, is PAID.

The second half tax in the amount of \$213.93, including current assessments, if any, is UNPAID, a lien, and is not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.

Assessed Values (CAUV):  
Land: \$10,350 Building: \$0 Total: \$10,350

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	ISSUED BY <b>Ohio Bar Title Insurance Company</b>
<h1>Schedule BII</h1>	

File No.: 12479-102 Dantomka

**EXCEPTIONS - Continued**

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

NOTE: A search for uncertified special tax assessments has not been performed.

This parcel is subject to Current Agricultural Use Valuation Recoupment.

11. 2015 Tax Duplicate for Parcel Number 416-320-01-031-000 (31.99 acres/Lot 30).

The first half tax in the amount of \$463.20, including current assessments, if any, is PAID.

The second half tax in the amount of \$463.20, including current assessments, if any, is UNPAID, a lien, and is not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.

Assessed Values (CAUV):

Land: \$22,410 Building: \$0 Total: \$22,410

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

NOTE: A search for uncertified special tax assessments has not been performed.

This parcel is subject to Current Agricultural Use Valuation Recoupment.

12. 2015 Tax Duplicate for Parcel Number 416-320-01-032-000 (13 acres/Lot 29).

The first half tax in the amount of \$245.97, including current assessments, if any, is PAID.

The second half tax in the amount of \$245.97, including current assessments, if any, is UNPAID, a lien, and is not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest,

 <b>Ohio Bar Title Insurance Company</b>  <small>A Subsidiary of First American Title Insurance Company</small>	<h2>Commitment for Title Insurance</h2>
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<h1>Schedule BII</h1>	

File No.: 12479-102 Dantomka

**EXCEPTIONS - Continued**

if any, is \$0.

Assessed Values (CAUV):

Land: \$11,900 Building: \$0 Total: \$11,900

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

NOTE: A search for uncertified special tax assessments has not been performed.

This parcel is subject to Current Agricultural Use Valuation Recoupment.

13. 2015 Tax Duplicate for Parcel Number 416-230-01-068-000 (14.86 acres/Lot 8).

The first half tax in the amount of \$254.44, including current assessments, if any, is PAID.

The second half tax in the amount of \$254.44, including current assessments, if any, is UNPAID, a lien, and is not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.

Assessed Values (CAUV):

Land: \$12,310 Building: \$0 Total: \$12,310

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

NOTE: A search for uncertified special tax assessments has not been performed.

This parcel is subject to Current Agricultural Use Valuation Recoupment.

14. 2015 Tax Duplicate for Parcel Number 416-230-01-070-000 (68.81 acres).

The first half tax in the amount of \$1,205.04, including current assessments, if any, is PAID.

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<h1>Schedule BII</h1>	

File No.: 12479-102 Dantomka

**EXCEPTIONS - Continued**

The second half tax in the amount of \$1,205.04, including current assessments, if any, is UNPAID, a lien, and is not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.

Taxes are based on a CAUV of \$57,110.

**Assessed Values:**

Land: \$130,970 Building: \$1,190 Total: \$132,160

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

NOTE: A search for uncertified special tax assessments has not been performed.

This parcel is subject to Current Agricultural Use Valuation Recoupment.

15. 2015 Tax Duplicate for Parcel Number 416-230-01-065-000 (5.4275 acres).

The first half tax in the amount of \$362.54, including current assessments, if any, is PAID.

The second half tax in the amount of \$362.54, including current assessments, if any, is UNPAID, a lien, and is not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.

**Assessed Values:**

Land: \$17,540 Building: \$0 Total: \$17,540

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

NOTE: A search for uncertified special tax assessments has not been performed.



Ohio Bar Title Insurance Company



A Subsidiary of First American Title Insurance Company

# Commitment for Title Insurance

ISSUED BY

**Ohio Bar Title Insurance Company**

## Schedule BII

File No.: 12479-102 Dantomka

### EXCEPTIONS - Continued

16. Easement to The Centerburg Electric Company of record in Lease Vol. 5, page 261, Delaware County Recorder's Office (as to the 15.37, 31.99, 13, 14.86 and 68.81 acre parcels).
17. Easement to Columbus and Southern Ohio Electric Company of record in Lease Volume 9, page 307, Delaware County Recorder's Office (as to all parcels).
18. Easement to Ohio Edison Company of record in Deed Book 264, page 177, Delaware County Recorder's Office (as to the 5.4275 acre parcel only).
19. Agreed Judgment Entry Quieting Title recorded September 2, 1994 in Deed Record Vol. 577, page 697, Delaware County Recorder's Office.
20. Open-End Mortgage from Dantomka, Ltd., an Ohio limited partnership, to Commerce National Bank in the maximum amount of \$1,710,524.07, dated May 29, 2009 and recorded June 9, 2009 in Official Record 908, page 2760, Delaware County Recorder's Office (as to all parcels). Satisfaction of Mortgage recorded June 27, 2011 in Official Record 1050, page 1992, Delaware County Recorder's Office. NOTE: Satisfaction of Mortgage references Mortgage Record No. 907 (not 908).
21. Right of Way and Easement to AEP Ohio Transmission Company, Inc. recorded in Official Record 1181, page 2300, Delaware County Recorder's Office (as to the 15.37, 31.99, 13, 14.86 and 68.81 acre parcels).
22. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
23. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment does not insure nor guarantee the acreage or quantity of land set forth herein.
24. Potential statutory trust could arise under the Perishable Agricultural Commodities Act (PAC) (7 U.S.C. sections 499a, et seq.) or the Packers and Stockyards Act (PSA) (7 U.S.C. sections 181, et seq.)

LV 5 p 261

#11678  
Wm. Ford  
Contract with  
The Centerburg Electric  
Company.

Contract between The Centerburg Electric Co.,  
party of the first part, and Wm. Ford party of the  
second part for purchase of trees.

In consideration of Seventy-Five Dollars,  
receipt of which is hereby acknowledged, party of  
second part agrees to sell to party of first part  
all the trees in front of his residence on South  
Condit Croton road, outright and absolute with the

right to remove same.

Party of first part agrees, as a matter of accommodation, to leave temporarily  
as much of trees for shade as can be left without danger or detriment to the service,  
while other shade is being started by party of second part.

Witness.....  
.....

Signed The Centerburg Electric Co.  
C.C. Bolon, Gen, Manager  
Mrs. Wm. Ford.

Dated .....1926

Received, March 1, 1927 at 8:00 A.M.  
Recorded, March 11" 1927  
Fee, \$.50 ✓

Earl A. Snow  
County Recorder

mail the Col. by Power & Light Co. 3 14-1927

#11677  
J.B. Landon  
Contract with  
The Centerburg Electric  
Company

Copy of contract between The Centerburg Electric  
Co. and J.B. Landon.

In consideration of Joseph B. Landon granting  
to The Centerburg Electric Company a right of way  
for electric transmission line from Big Walnut creek  
near line of Charles Boston to the public road,  
passing across thicket field and orchard just east

of barn, The Centerburg Electric Company hereby agrees to furnish without charge a  
"service right", necessary transforming apparatus, and service lines to house and barn  
and to keep same in repair.

Signed The Centerburg Electric Co.  
By. C.C. Bolon,  
Gen. Manager

Dated May 1st, 1924.

Received, March 1" 1927 at 8:00 A.M.  
Recorded, March 11" 1927  
Fee, \$.50 ✓

Earl A. Snow  
County Recorder

mail the Col. by Power & Light Co. 3 14-1927

#30306

EASEMENT

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Joseph B. Landon and Marie T. Landon, his wife, do hereby grant unto Columbus and Southern Ohio Electric Company, its successors, assigns, lessees and licensees (hereinafter called the company), so long as the same may be used for the purposes herein contemplated, the right and easement to construct, reconstruct, repair, replace, operate and maintain a pole line for the transmission and distribution of electric energy, together with and, to guy and support said pole line for the attachment and carrying of the wires and cables of other companies using energy in the conduct of their business, over, across, through and/or upon the property and/or the highway, crossing the property which \_\_\_\_\_ own or in which \_\_\_\_\_ ha \_\_\_\_\_ an interest, situated in 16-4-2 & 3 in the Township of Wrenton, County of Delaware, and State of Ohio, and known as That 204 acre tract of land, more or less, as described by deed Joseph P. Landon to John Landon dated April 5, 1905, and recorded in Deed Book 124, Page 490, Recorder's Office, Delaware County, Ohio.

Said lines shall be constructed according to the following course: Beginning from a point located approximately 178 feet south from the center line of the Sunbury-Croton Road and approximately 60 feet east of the house numbered 5113, running thence in an easterly direction; a distance of approximately 307 feet.

If at any time the company is required by the State Highway Department or any other governmental authority having control over said highway to relocate any or all of the poles of said pole line, then the company may and is hereby granted the right to relocate said pole or poles within the limits of the highway as it now exists or may hereafter exist.

Said easement includes the right to trim any trees which may hereafter interfere with the construction, reconstruction, operation and/or maintenance of said pole line, and to trim, as mutually agreed, any trees that now interfere with the construction or reconstruction of said pole line.

The company shall have the right of ingress to and egress from the site occupied or to be occupied by said pole line, guy poles and/or anchors, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. It is especially provided, however, that the poles supporting said line shall be so located as not to interfere with the undersigned's ingress to and egress from said property.

WITNESS our hands this 10 day of March 1938

Signed and acknowledged in the presence of: Joseph B. Landon  
 W.E. Boothe Marie T. Landon  
 E.R. Fulton  
 State of Ohio  
 Franklin County, Ss:

Before me, a Notary Public in and for said county and state, personally appeared the above named Joseph E. Landon and Marie T. Landon who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 10th day of March 1938

Earl R. Fulton, Notary Public in and for Franklin County, Ohio (SEAL)  
 My commission expires Sept. 9, 1939

Received April 8, 1938 at 9:15 A.M.  
 Recorded April 14, 1938  
 Fee \$ .60 ✓

*Floyd N. Jennings*  
 County Recorder

KNOW ALL MEN BY THESE PRESENTS:

That Joseph B. Landon and Marie E. Landon, husband and wife, claiming title by virtue of instruments recorded in Volume 204, Page 27 of the Delaware County Deed Records;

the Grants, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to our full satisfaction of OHIO INDUSTRY COMPANY, an Ohio corporation, the Grants do hereby grant unto Grantee, its successors and assigns, an easement and right-of-way with the rights and privileges hereinafter set forth for lines for the transmission and distribution of electric currents including telephons and telegraph, open, over, under, and across the following described premises:

Situated in Township of Cranberry, County of Delaware, and State of Ohio, being part of Lots 7 and 8, Section 2, Range 16, Township 4, S. 3, E. 4, Land.

The right-of-way above referred to is described as follows:

A strip of land 50 feet wide, 25 feet on each side of a center-line, which center line of right-of-way is described as follows:

The center line of said right-of-way enters Cranberry premises from the land of Edna Barone et al., at a point on said Grantors' northerly property line in the center of the public road and on the north line of Lot 8 approximately 2197 feet westerly from the northeast corner which is the northeast corner of Lot 8 thence from this point in a general southeasterly direction across Grantors' premises approximately 196 feet to a point on Grantors' southerly property line which is the south line of Lot 8 approximately 281 feet westerly from the southeast corner and the southeast corner of said Lot 8 where said line crosses to the land of E. O. Wilson.

The easement and right-of-way herein shall include the right to erect, install, operate, replace, repair, patrol and permanently maintain upon, over, under and along the above described right-of-way aerial said premises all necessary fixtures, wires, cables and other usual fixtures and appurtenances used for or in connection with the transmission and distribution of electric currents including telephons and telegraph and the right of ingress and egress upon, over and across said premises for access to and from said right-of-way and the Grants do hereby agree to remove or otherwise control at any and all times such trees, shrubs, bushes or other obstructions within or adjacent to said right-of-way as may interfere with or endanger said fixtures, wires or appurtenances or their operation.

The Grants reserve the right to use the ground between said structures and beneath said wires, provided that such use does not interfere with or obstruct the use hereinafter provided, and the Grants agree that no building, obstruction or impediment of any kind shall be placed within said right-of-way or between said structures or beneath said wires without prior written approval of the Grants.

The Grants will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by or on said premises excepting those for all things to fences, gates, lanes, driveways, drains, ditches, crops and stock on said premises caused by the natural action of water or other natural forces.

TO HAVE AND TO HOLD the said premises, rights and Easement and its appurtenances to said Grantee, and to its successors and assigns, forever, and the Grantors represent that they are the owners of the premises herein described and that the same are free and clear from all encumbrances, except:

and for valuable consideration the Grantors do each hereby remise, release and forever quit-claim unto Grantee, its successors and assigns, all their right and expectancy of dower in the above described right-of-way.

IN WITNESS WHEREOF, We have hereunto set our hands and seals of the 19th day of April, 1946.

SIGNED IN THE PRESENCE OF:
W. J. Moran, Joseph B. Landon, Marie T. Landon, Charles B. Landon

STATE OF OHIO, COUNTY OF Hamilton, Before me, a NOTARY PUBLIC, in and for said County and State, personally appeared

Joseph B. Landon and Marie T. Landon 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 Hamilton, Ohio, this 17th day of April, 1946.

Notary Public, James H. Kelley, My Commission Expires March 2, 1947

71176, Parcel No. 71, EASEMENT from Joseph B. Landon, Marie T. Landon, OHIO EDISON COMPANY, DELAWARE COUNTY, OHIO, FILED THE RECORD MAY 28 1946, RECORDED AT 27 OCTOBER 1946, JAMES H. KELLEY, Notary Public, Hamilton 1642-3, May 25, 1956, J.A. Landon, Co. Auditor

00000

IN THE COMMON PLEAS COURT OF DELAWARE COUNTY, OHIO

VILLAGE OF SUNBURY

Plaintiff

vs.

LESTER R. MOHLER, et al.

Defendants

COPY

Case No. 92CV-H-10-325

JUDGE HENRY E. SHAW,

DETTY J. PORTER  
CLERK

94 AUG 24 AM 11:39

COMMON PLEAS COURT  
DELAWARE COUNTY, OHIO

AGREED JUDGMENT ENTRY QUIETING TITLE

Upon the pleadings and agreement of all parties not in default hereunder, the Court hereby finds as follows:

1. At the time of the filing and commencement of this action, Plaintiff was in actual possession and control of a certain tract of real property situated in Trenton Township, Delaware County, Ohio, under color of title by virtue of a deed secured from the Delaware County Auditor's Office (Auditor's Deed) dated February 4, 1941, indexed at Vol. 199, page 471 of the Delaware County Recorder's Office (the Property).

2. The description contained within the Auditor's Deed was determined to be inconsistent with references contained on the tax maps maintained by the Delaware County Auditor's Office, thereby necessitating the commencement of this action.

3. Daniel Schwartz was an original named Defendant and has entered timely appearance herein. Eugenia S. Schwartz is the spouse of Daniel Schwartz and hereby consents to her joinder in the action and, as well, joins in the filing of the Answer of Daniel Schwartz, the same as if her own.

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

Delaware County  
The Grantor has complied with  
Section 319.202 of the R.C.  
Date: 8/19/94 Transfer Tax Paid None  
TRANSFERRED OR TRANSFER NOT NECESSARY  
Jon M. Peterson, Auditor By: *[Signature]*

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4. Defendant Dantomka Ltd. is a named Defendant and has entered an appearance herein.

5. Defendants Lester R. Mohler and Rosalind M. Mohler, original named Defendants, have entered an appearance herein.

6. F. Wayne Weiss and Carol R. Weiss have entered an appearance but not filed an answer herein.

7. Defendants Jennie Karns Reardean, her heirs at law, and John Does, having been served by publication, have failed to timely answer, plead or appear and are therefore in default and have consequently admitted as true the allegations in the Complaint.

8. Defendant Treasurer of Delaware County was not originally named a Defendant herein, but hereby waives service of process and consents to being joined herein.

9. Defendant Treasurer of Delaware County, Ohio has a valid lien on the property by virtue of real estate taxes and assessments accrued but unpaid, if any.

10. Plaintiff has surveyed the parcels adjoining the Property and has determined that the area remaining comprises that territory in which Plaintiff is lawfully titled and seized, which territory is described on Exhibit 1 attached hereto and incorporated herein as if fully rewritten, and as reflected by the shaded portions of the survey attached hereto as Exhibit 2.

11. Plaintiff is entitled to have title to and possession of the Property described in ¶10 quieted as against all Defendants, subject only to the foregoing lien and encumbrance as set forth above.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

(a) fee simple title and possession of the Property is quieted in the Village of Sunbury as against all Defendants in this action and all persons claiming under them or any of them;

(b) the Property is subject to the valid lien of the Treasurer of Delaware County, Ohio for taxes and assessments as set forth above;

(c) except as otherwise provided above, Defendants Dantomka, Ltd., Daniel and Eugenia S. Schwartz, Lester R. and Rosalind M. Mohler, F. Wayne and Carol R. Weiss, Jennie Karns Reardean and her heirs at law, John Does and the Treasurer of Delaware County, Ohio, and all persons claiming under them or any of them, are forever barred from setting up any claim to the Property, or any part of the Property, adverse to the title and possession of Plaintiff; and

(d) the Clerk of this Court is directed to cause a certified copy of this Judgment Entry to be recorded in the Deed Records of Delaware County, Ohio, with marginal notations on the instrument recorded in Deed Book Vol. 199, page 471, which recording shall render null and void any claim of Defendants Dantomka Ltd., Daniel and Eugenia S. Schwartz, Lester R. and Rosalind M. Mohler, F. Wayne and Carol R. Weiss, Jennie Karns Reardean and her heirs at law, John Does and the Treasurer of Delaware County, Ohio, and all persons claiming under them or any of them, in and to the property or any part of the Property, except as otherwise provided herein.

/s/ Henry E. Shaw

Judge Henry E. Shaw

Common Pleas Court  
Delaware County, Ohio

3

I hereby certify the within to be a true copy of the original on file in this office.

BETTY J. PORTER, Clerk of Courts

By *B. J. Porter* Deputy

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APPROVED:

VOL 0577 PAGE 700

Craig B. Paynter  
Craig B. Paynter  
Attorney for Plaintiff  
Village of Sunbury

Lester R. Mohler  
Lester R. Mohler

Rosalind M. Mohler  
Rosalind M. Mohler  
12032 Hartford Road  
Sunbury, OH 43074

David J. Gordon *PER TELEPHONE ACT*  
David J. Gordon  
Attorney for Defendant  
Dantomka, Ltd.

Edward F. Flahive, Jr. *12/20/93*  
Edward F. Flahive, Jr.  
Attorney for Defendants  
Daniel and Eugenia S. Schwartz

Daniel M. Schwartz  
Daniel M. Schwartz  
Eugenia S. Schwartz  
Eugenia S. Schwartz

F. Wayne Weiss  
F. Wayne Weiss

Carol R. Weiss  
Carol R. Weiss  
110 North Walnut Street  
Sunbury, OH 43074

W. Duncan Whitney *PER AUTHORITY OF DAVE GORMLEY ARA. BY COP*  
W. Duncan Whitney  
Prosecuting Attorney  
Attorney for Defendant Treasurer  
of Delaware County

18361

*Peter M...*

C:\Data\JGP\Quiet

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	AUG 31 1994
14:00	O'CLOCK P.M.
RECORDED	Sept 2 19 94
Deed	RECORD.
VOL 577	PAGE 697
Kay C. Conklin	
COUNTY RECORDER	
FEE \$ 36.00	pc

INOTATION

CONSULTING ENGINEERING  
COMMUNITY PLANNING  
FEASIBILITY STUDIES  
SUBDIVISION DESIGN  
HIGHWAY DESIGN  
CONSTRUCTION INSPECTION  
LAND SURVEYING  
CONTROL SURVEYS  
CONSTRUCTION STAKING  
TOPOGRAPHIC SURVEYS  
LANDSCAPE ARCHITECTURE



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

H. EDWARD SNODGRASS  
PRESIDENT

585 SUNBURY ROAD  
DELAWARE, OHIO 43015-9795  
(614) 363-6792  
(614) 548-4707  
(614) 436-5238 FAX  
JOHN R. FABER, P.S.  
CHARLES C. LIN, P.E.  
GLENN A. HALMBACHER, P.E., P.S.  
JOHN J. NORRIS, P.S.  
CHARLES L. ORTH, Reg. L.A.  
RICHARD M. SANDERSON, P.E.  
WILLIAM K. VAUGHAN, P.E.  
WILLIAM F. WINTER, P.S.  
LOVELL M. PARSONS, P.E., P.S.  
CONSULTANT

November 15, 1993

Description of 3.673 acres for the Village of Sunbury.

Situated in the Township of Trenton, County of Delaware, State of Ohio, located in Farm Lot 7, Section 2, Township 4, Range 16, United States Military Lands, being all of that certain tract of land conveyed to the Village of Sunbury in Deed Book 199, page 471, and being more particularly described as follows:

Commencing, for reference, at a railroad spike set over an iron pipe found at the intersection of the centerline of Hartford Road (County Road 44) and the line between Berkshire Township (Section 1, Township 4, Range 17) and Trenton Township (Section 2, Township 4, Range 16);

Thence, South  $03^{\circ} 48' 07''$  West, leaving said centerline and along said township line, a distance of 844.07 feet to a railroad spike found in the southerly line of a 0.568 acre tract conveyed to F. Wayne and Carol R. Weiss in Deed Book 514, page 840 (formerly Conrail Railroad right-of-way);

Thence, North  $55^{\circ} 03' 44''$  East, along said southerly line (the southerly line of said railroad right-of-way and the northerly line of a 5.93 acre tract conveyed to Daniel Schwartz in Deed Book 350, page 121, a distance of 372.28 feet more or less to a point in the centerline of Big Walnut Creek, said point also being THE TRUE PLACE OF BEGINNING of the tract herein to be described;

Thence, from said TRUE PLACE OF BEGINNING, North  $55^{\circ} 03' 44''$  East, continuing along the southerly line of said 0.568 acre tract, a distance of 30.30 feet to a point in the southwesterly line of a 1.794 acre tract conveyed to Lester R. and Rosalinda M. Mohler in Deed Book 491, page 527, formerly Conrail Railroad right-of-way) at the southeasterly corner of said 0.568 acre tract;

Thence, South  $65^{\circ} 05' 27''$  East, along said southwesterly line, a distance of 80.15 feet to the southeasterly corner of said 1.794 acre tract;

Thence, North  $55^{\circ} 43' 03''$  East, along the southeasterly line of said 1.794 acre tract, a distance of 290.54 feet to an iron pin set at a point of curvature, in said line;

Thence, continuing along said southeasterly line, along the arc of a curve to the right ( $\Delta = 00^{\circ} 20' 14''$  - Radius = 2764.83 feet) having a chord bearing of North  $58^{\circ} 04' 39''$  East and a chord distance of 16.27 feet to an iron pin set at the northeasterly corner of the tract herein described, said iron pin set also being in the westerly line of a 198.384 acre tract conveyed to Dantomka, Ltd., in Deed Book 443, page 713, at the northeasterly corner of said 1.794 acre tract;

Thence, along the westerly line of said 198.384 acre tract, the following four (4) courses and distances;

Course 1: South  $38^{\circ} 35' 59''$  East, a distance of 264.18' to an iron pin set;

Course 2: South  $04^{\circ} 50' 46''$  East, a distance of 363.00 feet to an iron pin set;

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Page Two  
3.673 acre tract

- Course 3: South 19° 50' 46" East, a distance of 214.50 feet to an iron pin set;
- Course 4: North 84° 44' 00" West (passing an iron pin set at 187.41 feet), a total distance of 236.41 feet more or less to the centerline of Big Walnut Creek, said centerline being the easterly line of the above mentioned 5.93 acre tract;

Thence, along the easterly line of said tract and along the centerline of Big Walnut Creek, the following six (6) courses and distances for acreage purposes only;

- Course 1: North 15° 14' 56" East, a distance of 179.83 feet to a point;
- Course 2: North 12° 47' 37" West, a distance of 188.20 feet to a point;
- Course 3: North 51° 33' 36" West, a distance of 74.39 feet to a point;
- Course 4: North 65° 07' 41" West, a distance of 128.27 feet to a point;
- Course 5: North 58° 50' 41" West, a distance of 122.44 feet to a point;
- Course 6: North 56° 59' 03" West, a distance of 131.79 feet to THE TRUE PLACE OF BEGINNING.

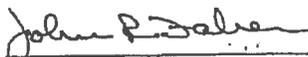
Containing 3,673 acres of land, more or less.

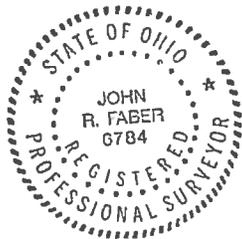
Subject to however, all easements, restrictions, and rights-of-way of record, if any.

All iron pins set are 5/8 inch solid iron pins with yellow plastic caps stamped "STULTS & ASSOC."

Bearings are based on the centerline of Hartford Road (North 85° 41' 40" West), as contained in the deed to Dantomka, Ltd., Deed Book 443, page 713.

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

  
 \_\_\_\_\_  
 John R. Faber  
 Registered Surveyor No. 6784





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

MAIN OFFICE  
823 SURVEY ROAD (U.S. 30)  
DELAWARE, OHIO 43015-9785  
(614) 341-1781  
(614) 548-4707  
(614) 434-0338

BRANCH OFFICE  
353 SOUTH MAIN STREET  
MARIETTA, OHIO 43027  
(614) 387-0100

**SURVEY OF 3.673 ACRES**  
FOR THE VILLAGE OF SOMERSET  
LOCATED IN PART OF SECTION 2, TOWNSHIP 4, RANGE 16  
UNITED STATES AMTRIP LANDS  
PERRY TOWNSHIP, DELAWARE COUNTY, OHIO

Measurements are based on the connection of monument lines  
shown on the plan and are subject to the conditions in the deed to  
Delaware, Ltd., Deed Book 44, page 141.



- LEGEND
- CONCRETE
  - METAL
  - P.L. NAIL OR PIPE FOUND
  - STAKE FOUND
  - METAL TYPED PLASTIC OR STAMPED "STULTS & ASSOCIATES"

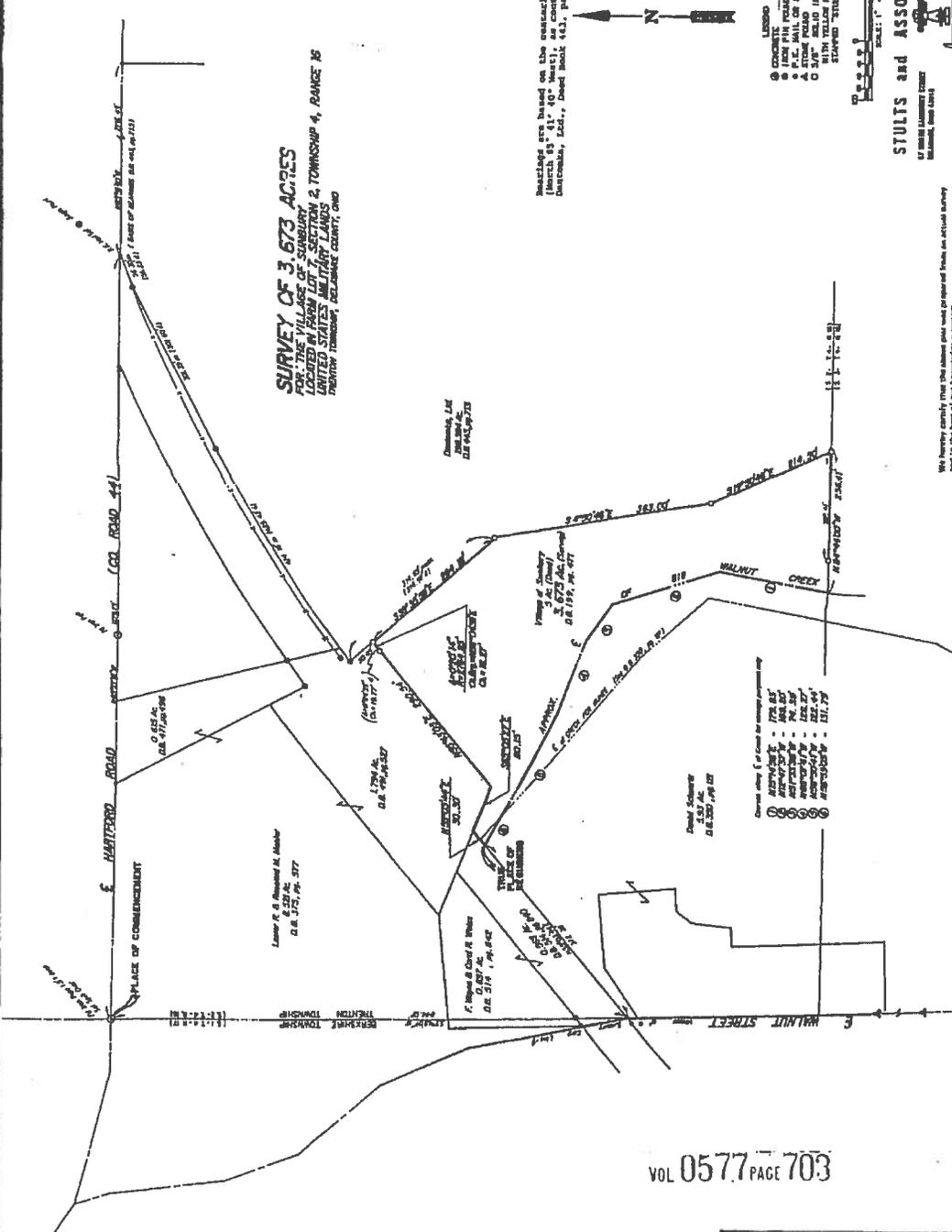


**STULTS and ASSOCIATES, INC.**

OF ENGINEERING EXPERIENCE  
SINCE 1918  
128 (114) CHURCH  
MARIETTA, OHIO 43027  
TEL. 387-0100  
FAX 387-0101

We hereby certify that the above data were prepared from an actual survey  
and to the best of our knowledge is correct.

*John R. Stults*  
Registered Surveyor No. 47184 Date 11-18-95



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File No. \_\_\_\_\_

Doc ID: 009730270004 Type: OFF  
Kind: EASEMENT  
Recorded: 12/31/2012 at 11:10:09 AM  
Page 1 of 4  
Fee Amt: \$44.00  
Workflow# 0000041747-0002  
Delaware County, OH  
Melissa Jordan County Recorder  
File# 2012-00047839  
BK 1181 PG 2300-2303

Delaware County  
The Grantor Has Complied With  
Section 319 202 Of The R.C.  
DATE 12/31/12 Transfer Tax Paid - 0 -  
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~  
Delaware County Auditor By [Signature]

AMERICAN ELECTRIC POWER CO  
850 TECH CENTER DR.  
GAHANNA, OH 43230

**Line Name: TRENT VASELL**  
**Line No. TLN 380:OH001 Easement No. 8**

**RIGHT OF WAY AND EASEMENT**

**THIS RIGHT OF WAY AND EASEMENT**, made this 22 day of December, 2012, by and between **Dantomka, LTD**, an Ohio Limited Partnership, whose tax mailing address is c/o 2720 Airport Drive, Columbus, Ohio 43219, herein called "Grantor", whether one or more persons, and **AEP OHIO TRANSMISSION COMPANY, INC.**, an Ohio corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, herein called "Grantee".

**WITNESSETH:**

That in consideration of One and NO/100 Dollars (\$1.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, Grantor hereby grants, conveys, and warrants to the Grantee, its successors, assigns, lessees, tenants and licensees, a permanent right of way and easement, herein called "Easement", for electric transmission, distribution, and communication lines, in, on, over, under, through and across the following described lands of the Grantor, situated in the Township of Trenton, County of Delaware, State of Ohio and being part of Lots 7, 8, 29, 30 and 31 Section 2 and Section 3, Township 4, Range 16, United States Military Lands.

Grantor claims title by instrument recorded in OR 443, Page 713, of the Delaware County Recorder's Office.

Auditor/Key/Tax Number: 416-320-01-032.000

The right of way and Easement shall be more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof.

**GRANTOR ALSO GRANTS TO GRANTEE THE FOLLOWING RIGHTS:** Grantee has the right, now or in the future, to construct, reconstruct, operate, maintain, alter, inspect, patrol, protect, repair, replace, renew, upgrade, relocate within or along the centerline of this Easement and the Right of Way and Easement of even date from Eileen G. Meers, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, counterpoises, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement.

**GRANTOR FURTHER GRANTS TO GRANTEE** the right in Grantee's discretion to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at the Grantee's option, to remove from the Easement any and all trees, overhanging branches, vegetation, brush, or other obstructions. Grantee shall also have the right to cut down, trim, remove, and otherwise control trees, except for the use of herbicides and tree growth regulators, situated on lands of the Grantor which adjoin the Easement, when in the opinion of the Grantee those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or ingress or egress to, from or along the Easement.

**GRANTOR FURTHER GRANTS TO GRANTEE** the right in Grantee's discretion to remove buildings, structures, or other obstructions in the Easement when in the opinion of the Grantee those improvements may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or ingress or egress to, from or along the Easement.

**GRANTOR FURTHER GRANTS TO GRANTEE** the right of unobstructed access, at any and all times, over, across and along the Easement, and the right of ingress and egress to and from the Easement from a public road in, on, over and across existing future access roads and lanes.

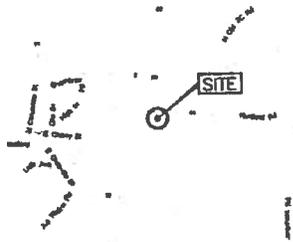
**THIS GRANT IS FURTHER SUBJECT TO THE FOLLOWING CONDITIONS:**

The Grantor reserves the right to cultivate, pasture or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. However, Grantor shall not place, construct, install, erect or permit any temporary or permanent building, structure, advertising device, sign, dumpster, light pole, swimming pool, well, storage tank, obstruction, or use or store any hazardous/flammable material within the Easement. No shed, road, driveway, mounding, fill, excavation, water impoundment or tree plantings shall be permitted within the Easement without the written permission of the Grantee.

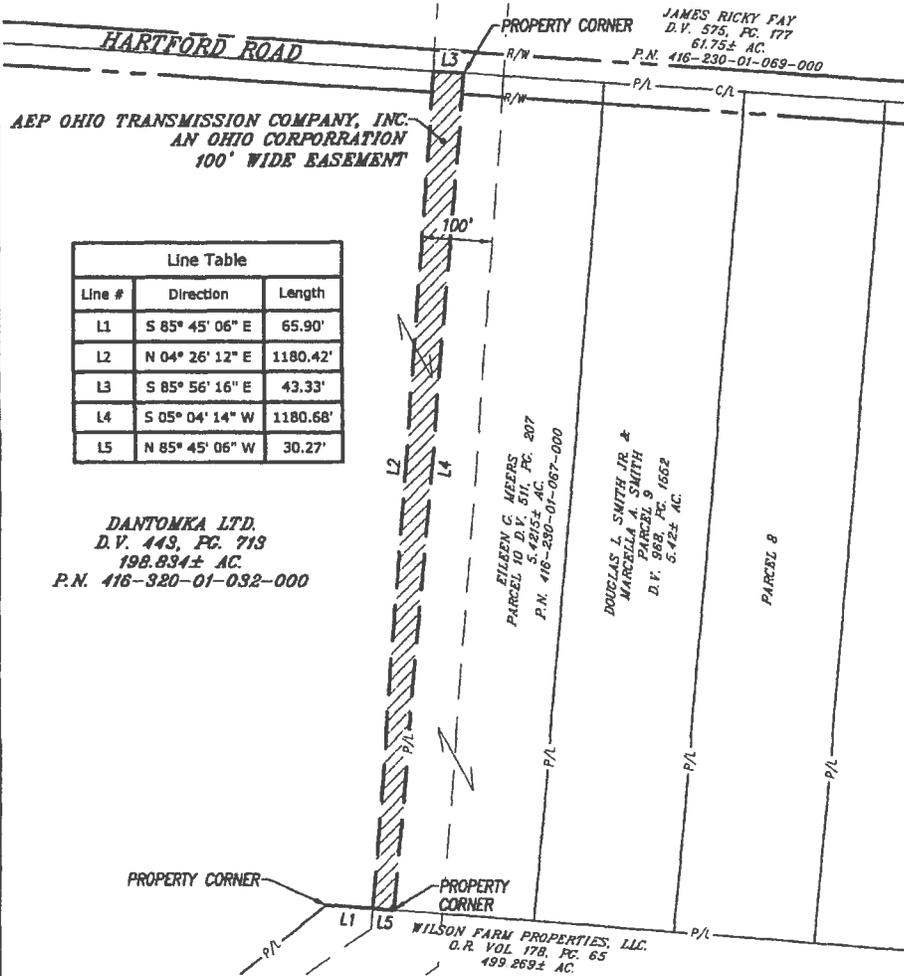
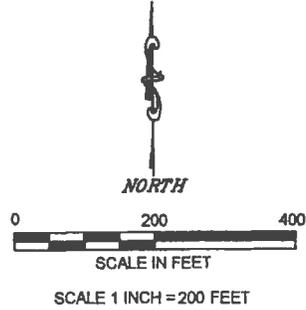
Grantee agrees to repair or pay the Grantor for damage to growing crops, fences, gates, field tile, drainage ways, drives, lawns, or structures caused by the Grantee in the exercise of the rights herein granted. Grantee further agrees to pay the prevailing market price for standing timber for



# EXHIBIT "A"



STATE OF OHIO  
 COUNTY OF DELAWARE  
 TRENTON TOWNSHIP  
 3RD QUARTER  
 TWP. 1, RANGE 11



Line Table		
Line #	Direction	Length
L1	S 85° 45' 06" E	65.90'
L2	N 04° 26' 12" E	1180.42'
L3	S 85° 56' 16" E	43.33'
L4	S 05° 04' 14" W	1180.68'
L5	N 85° 45' 06" W	30.27'

**DANTOMKA LTD.**  
 D.V. 443, P.C. 713  
 198.834± AC.  
 P.N. 416-320-01-032-000

AEP W.O. # - 41500439-01  
 TEAM FISHEL W.O. # - 41500439 - TRENT

LINE NAME - TRENT - VASSELL  
 LINE NUMBER - TLH380:01001  
 EASEMENT NUMBER - 8

THIS DOCUMENT WAS PREPARED BY THE FISHEL COMPANY FOR THE LIMITED USE OF AEP OHIO TRANSMISSION COMPANY, INC. AN OHIO CORPORATION TO IDENTIFY THE EASEMENT LOCATION AND IS NOT INTENDED TO REPRESENT AN ACCURATE SURVEY OF THE PROPERTY.



THE FISHEL COMPANY  
 1366 DUBLIN ROAD  
 COLUMBUS, OHIO 43215  
 (614) 850-4406

**AEP OHIO TRANSMISSION COMPANY, INC.**  
 AN OHIO CORPORATION

**EASEMENT ACROSS THE LANDS OF**  
**DANTOMKA LTD**  
 CONTAINING 0.997± ACRES

Drawn By: HRG	Checked By: LRM
Scale: 1" = 200'	Date: 10/4/2012
File Name: 10_0439-EX-DANTOMKA.DWG	
Revision: - 10-24-2012	



Ohio Bar Title Insurance Company



A Subsidiary of First American Title Insurance Company

# Commitment for Title Insurance

ISSUED BY

Ohio Bar Title Insurance Company

## Commitment

**OHIO BAR TITLE INSURANCE COMPANY**, an Ohio corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

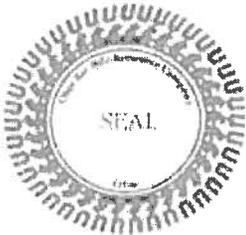
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

**This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.**

In Witness Whereof, Ohio Bar Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**Ohio Bar Title Insurance Company**



Kevin F. Eichner  
President

Michael J. Fromhold  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

**This jacket was created electronically and constitutes an original document**

**INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.**

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## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.



Ohio Bar Title Insurance Company



A Subsidiary of First American Title Insurance Company

# Commitment for Title Insurance

ISSUED BY

Ohio Bar Title Insurance Company

## Schedule A

File No.: 12479-102 E. Meers

1. Effective Date: February 25, 2016 @ 7:00 a.m.

2. Policy (or Policies) to be issued: AMOUNT

a. ALTA Owner Policy (6-17-06) \$ TBD

Proposed Insured: To Be Determined

b. \$ TBD

Proposed Insured: To Be Determined

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Eileen G. Meers per the General Warranty Deed recorded March 24, 1989 in Deed Record Vol. 511, page 207, Delaware County Recorder's Office.

5. The land referred to in this Commitment is described as follows:

The land referred to herein is a 5.4215 acre tract located on Hartford Road, in the Township of Trenton, County of Delaware, and State of Ohio, and is described as set forth in Exhibit A attached hereto and made a part hereof.

Issuing Agent: Stephen D. Martin  
Address: 50 N. Sandusky Street  
City, State, Zip: Delaware, OH 43015

By: Stephen D Martin  
STEPHEN D MARTIN.

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

**INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.**



**Ohio Bar Title Insurance Company**



A Subsidiary of First American Title Insurance Company

## Commitment for Title Insurance

ISSUED BY

**Ohio Bar Title Insurance Company**

# Exhibit A

File No.: 12479-102 E. Meers

The Land referred to herein below is situated in the County of Delaware, State of Ohio, and is described as follows:

Situated in the Township of Trenton, County of Delaware and State of Ohio:

Being a 5.4215 acre tract of land more fully described on Exhibit A attached hereto and incorporated herein.

CONSULTING ENGINEERING  
 COMMUNITY PLANNING  
 FEASIBILITY STUDIES  
 SUBDIVISION DESIGN  
 HIGHWAY DESIGN  
 CONSTRUCTION INSPECTION  
 LAND SURVEYING  
 CONTROL SURVEYS  
 CONSTRUCTION STAKING  
 TOPOGRAPHIC SURVEYS



FRANKLIN D. STULTS  
 H. EDWARD SNODGRASS

67 N. SANDUSKY ST.  
 DELAWARE, OHIO 43015  
 PHONE (614) 363-6792  
 (614) 369-4124  
 COLS. (614) 436-5238

March 16, 1989

Description for Dantomka, Ltd.

Parcel No. 10

Situated in the Township of Trenton, County of Delaware, and State of Ohio;

Being a part of Farm Lot 8, Section 2, Township 4, Range 16, U.S.M. Lands, and being more particularly described as follows;

Commencing at a P.K. nail found in the centerline of County Road 44 (Hartford Road) at the northeast corner of Farm Lot 8;

Thence along the centerline of County Road 44, North 85° 38' 40" West a distance of 649.84 feet to a railroad spike found at an angle point in said road, being the northwest corner of a 5.0 acre tract of land, now or formerly owned by Larry Lee Walton, as described in Deed Book 435, page 298;

Thence continuing along the centerline of said County Road 44, North 85° 41' 40" West a distance of 1800.00 feet to the northeast corner of a 5.4215 acre tract of land as delineated on a survey plat and shown as Parcel No. 10, marked Exhibit "A" attached herewith;

Thence South 05° 18' 50" West passing a 3/4 inch iron pipe at 25.00 feet a total distance of 1181.33 feet to a 5/8 inch solid iron rod set on the south line of Farm Lot 8, Section 2, Township 4, Range 16, U.S.M. Lands, and being the north line of Section 3, Township 4, Range 16;

Thence along said section line North 85° 30' 30" West a distance of 199.99 feet to a 5/8" solid iron rod set;

Thence North 05° 18' 50" East, passing a 3/4 inch iron pipe at 1155.68 feet a total distance of 1180.68 feet to a railroad spike set in the centerline of County Road 44, (Hartford Road);

Thence South 85° 41' 40" East along the centerline of said road a distance of 200.00 feet to THE TRUE PLACE OF BEGINNING.

Containing 5.4215 acres, more or less.

Subject to a 50 foot easement to Ohio Edison Company, as described in Deed Book 264, page 177.

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

For last conveyance refer to Deed Book 443, page 713-714, Delaware County Recorder's Office.



Page Two  
Parcel No. 10

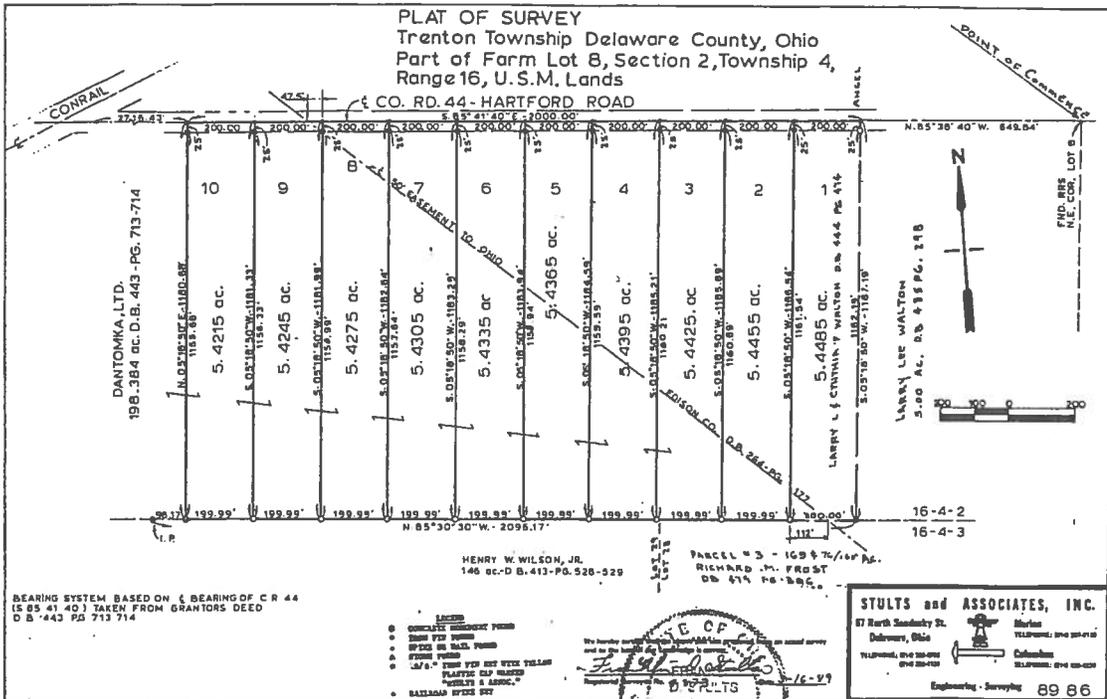
All iron pins set are 5/8" solid iron pins with yellow plastic caps stamped Stults and Associates.

Bearing system based on centerline bearing of County Road 44 (South 85° 41' 40" East) taken from deed, Deed Book 443, page 713-714, the deed to Dantomka, Limited.

  
Franklin D. Stults  
Registered Surveyor No. 4873



Vol. 511 Pg. 210





**Ohio Bar Title Insurance Company**



*A Subsidiary of First American Title Insurance Company*

## Commitment for Title Insurance

ISSUED BY

**Ohio Bar Title Insurance Company**

# Schedule BI

File No.: 12479-102 E. Meers

### REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
3. Deed from Eileen G. Meers, widowed and not remarried, to the successful bidder at the public auction conducted on March 23, 2016. Mortgage from the successful bidder at the public auction conducted on March 23, 2016 to \_\_\_\_\_.
4. Satisfactory release of all liens shown in Schedule BII.
5. Pay all taxes, charges and assessments levied and assessed against the subject premises, which are due and payable.
6. Satisfactory evidence that improvements and/or repairs or alterations thereto are completed; that contractors, sub-contractors, labor and material men are all paid and have released of record all liens or notices of intent to perfect a lien for labor or material.

 <b>Ohio Bar Title Insurance Company</b>  <small>A Subsidiary of First American Title Insurance Company</small>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>Ohio Bar Title Insurance Company</b>
<b>Schedule BII</b>	

File No.: 12479-102 E. Meers

**EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, Oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Taxes and assessments for the year 2016 and thereafter, which are undetermined, are a lien, and are not yet due and payable.
10. 2015 Tax Duplicate for Parcel Number 416-230-01-067-000.

The first half tax in the amount of \$362.54, including current assessments, if any, is PAID.

The second half tax in the amount of \$362.54, including current assessments, if any, is UNPAID, a lien, and is not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.

Assessed Values:

Land: \$17,540 Building: \$0 Total: \$17,540

 <b>Ohio Bar Title Insurance Company</b>  <small>A Subsidiary of First American Title Insurance Company</small>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>Ohio Bar Title Insurance Company</b>
<b>Schedule BII</b>	

File No.: 12479-102 E. Meers

**EXCEPTIONS - Continued**

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

NOTE: A search for uncertified special tax assessments has not been performed.

11. Easement to Columbus and Southern Ohio Electric Company of record in Lease Volume 9, page 307, Delaware County Recorder's Office.
12. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
13. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment does not insure nor guarantee the acreage or quantity of land set forth herein.

#20006

E A S E M E N T

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Joseph B. Landon and Marie T. Landon, his wife, do hereby grant unto Columbus and Southern Ohio Electric Company, its successors, assigns, lessees and licensees (hereinafter called the company), so long as the same may be used for the purposes herein contemplated, the right and easement to construct, reconstruct, repair, replace, operate and maintain a pole line for the transmission and distribution of electric energy, together with and, to guy and support said pole line for the attachment and carrying of the wires and cables of other companies using energy in the conduct of their business, over, across, through and/or upon the property and/or the highway, crossing the property which \_\_\_\_\_ own or in which \_\_\_\_\_ he \_\_\_\_\_ an interest, situated in 16-4-2 & 3 in the Township of Wrenton, County of Delaware, and State of Ohio, and known as That 204 acre tract of land, more or less, as described by deed Joseph P. Landon to John Landon dated April 5, 1905, and recorded in Deed Book 124, Page 490, Recorder's Office, Delaware County, Ohio.

Said lines shall be constructed according to the following course: Beginning from a point located approximately 178 feet south from the center line of the Sunbury-Croton Road and approximately 60 feet east of the house numbered 5113, running thence in an easterly direction, a distance of approximately 307 feet.

If at any time the company is required by the State Highway Department or any other governmental authority having control over said highway to relocate any or all of the poles of said pole line, then the company may and is hereby granted the right to relocate said pole or poles within the limits of the highway as it now exists or may hereafter exist.

Said easement includes the right to trim any trees which may hereafter interfere with the construction, reconstruction, operation and/or maintenance of said pole line, and to trim, as mutually agreed, any trees that now interfere with the construction or reconstruction of said pole line.

The company shall have the right of ingress to and egress from the site occupied or to be occupied by said pole line, guy poles and/or anchors, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. It is especially provided, however, that the poles supporting said line shall be so located as not to interfere with the undersigned's ingress to and egress from said property.

WITNESS our hands this 10 day of March 1938

Signed and acknowledged in the presence of: Joseph B. Landon  
 W.E. Boothe Marie T. Landon  
 E.R. Fulton  
 State of Ohio

Franklin County, Ss:

Before me, a Notary Public in and for said county and state, personally appeared the above named Joseph B. Landon and Marie T. Landon who acknowledged that they did sign the foregoing instrument and that the same is their freecnt and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 10th day of March 1938

Earl R. Fulton, Notary Public in and for Franklin, County, Ohio (SEAL)  
 My commission expires Sept. 9, 1939

Received April 8, 1938 at 9:15 A.M.  
 Recorded April 14, 1938  
 Fee \$ .60 ✓

*Earl R. Fulton*  
 County Recorder



Ohio Bar Title Insurance Company



A Subsidiary of First American Title Insurance Company

# Commitment for Title Insurance

ISSUED BY

**Ohio Bar Title Insurance Company**

## Commitment

**OHIO BAR TITLE INSURANCE COMPANY**, an Ohio corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

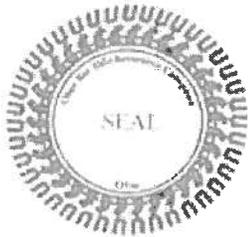
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

**This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.**

In Witness Whereof, Ohio Bar Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

*Ohio Bar Title Insurance Company*



Kevin F. Eichner  
President

Michael J. Fromhold  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

**This jacket was created electronically and constitutes an original document**

**INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.**

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## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.



Ohio Bar Title Insurance Company



A Subsidiary of First American Title Insurance Company

# Commitment for Title Insurance

ISSUED BY

**Ohio Bar Title Insurance Company**

## Schedule A

File No.: 12479-102 K. Meers

1. Effective Date: February 25, 2016 @ 7:00 a.m.

2. Policy (or Policies) to be issued: AMOUNT

a. ALTA Owner Policy (6-17-06) \$ TBD

Proposed Insured: To Be Determined

b. \$ TBD

Proposed Insured: To Be Determined

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Katherine Meers per the General Warranty Deed recorded March 24, 1989 in Deed Record Vol. 511, page 231, Delaware County Recorder's Office.

5. The land referred to in this Commitment is described as follows:

The land referred to herein is a 5.4305 acre tract located on Hartford Road, in the Township of Trenton, County of Delaware, and State of Ohio, and is described as set forth in Exhibit A attached hereto and made a part hereof.

Issuing Agent: Stephen D. Martin

Address: 50 N. Sandusky Street

City, State, Zip: Delaware, OH 43015

By: *Stephen D Martin*  
STEPHEN D MARTIN.

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

**INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.**



**Ohio Bar Title Insurance Company**



*A Subsidiary of First American Title Insurance Company*

## Commitment for Title Insurance

ISSUED BY

**Ohio Bar Title Insurance Company**

# Exhibit A

File No.: 12479-102 K. Meers

The Land referred to herein below is situated in the County of Delaware, State of Ohio, and is described as follows:

Situated in the Township of Trenton, County of Delaware and State of Ohio:

Being a 5.4305 acre tract of land more fully described on Exhibit A attached hereto and incorporated herein.

CONSULTING ENGINEERING  
 COMMUNITY PLANNING  
 FEASIBILITY STUDIES  
 SUBDIVISION DESIGN  
 HIGHWAY DESIGN  
 CONSTRUCTION INSPECTION  
 LAND SURVEYING  
 CONTROL SURVEYS  
 CONSTRUCTION STAKING  
 TOPOGRAPHIC SURVEYS



FRANKLIN D. STULTS  
 H. EDWARD SNODGRASS

67 N. SANDUSKY ST.  
 DELAWARE, OHIO 43015  
 PHONE (614) 363-6792  
 (614) 369-4124  
 COLS. (614) 436-5238

March 16, 1989

Description for Dantomka, Ltd.

Parcel No. 7

Situated in the Township of Trenton, County of Delaware,  
 and State of Ohio;

Being a part of Farm Lot 8, Section 2, Township 4, Range  
 16, U.S.M. Lands, and being more particularly described as  
 follows;

Commencing at a P.K. nail found in the centerline of County  
 Road 44 (Hartford Road) at the northeast corner of Farm Lot  
 8;

Thence along the centerline of County Road 44, North 85°  
 38' 40" West a distance of 649.84 feet to a railroad spike  
 found at an angle point in said road, being the northwest  
 corner of a 5.0 acre tract of land, now or formerly owned  
 by Larry Lee Walton, as described in Deed Book 435, page  
 298;

Thence continuing along the centerline of said County Road  
 44, North 85° 41' 40" West a distance of 1200.00 feet to  
 the northeast corner of a 5.4305 acre tract of land as  
 delineated on a survey plat and shown as Parcel No. 7,  
 marked Exhibit "A" attached herewith;

Thence South 05° 18' 50" West passing a 3/4 inch iron pipe  
 at 25.00 feet a total distance of 1183.29 feet to a 5/8  
 inch solid iron rod set on the south line of Farm Lot 8,  
 Section 2, Township 4, Range 16, U.S.M. Lands, and being  
 the north line of Section 3, Township 4, Range 16;

Thence along said section line North 85° 30' 30" West a  
 distance of 199.99 feet to a 5/8" solid iron rod set;

Thence North 05° 18' 50" East, passing a 3/4 inch iron pipe  
 at 1157.64 feet a total distance of 1182.64 feet to a  
 railroad spike set in the centerline of County Road 44,  
 (Hartford Road);

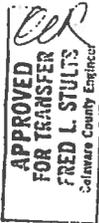
Thence South 85° 41' 40" East along the centerline of said  
 road a distance of 200.00 feet to THE TRUE PLACE OF  
 BEGINNING.

Containing 5.4305 acres, more or less.

Subject to a 50 foot easement to Ohio Edison Company, as  
 described in Deed Book 264, page 177.

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

For last conveyance refer to Deed Book 443, page 713-714,  
 Delaware County Recorder's Office.



Page Two  
Parcel No. 7

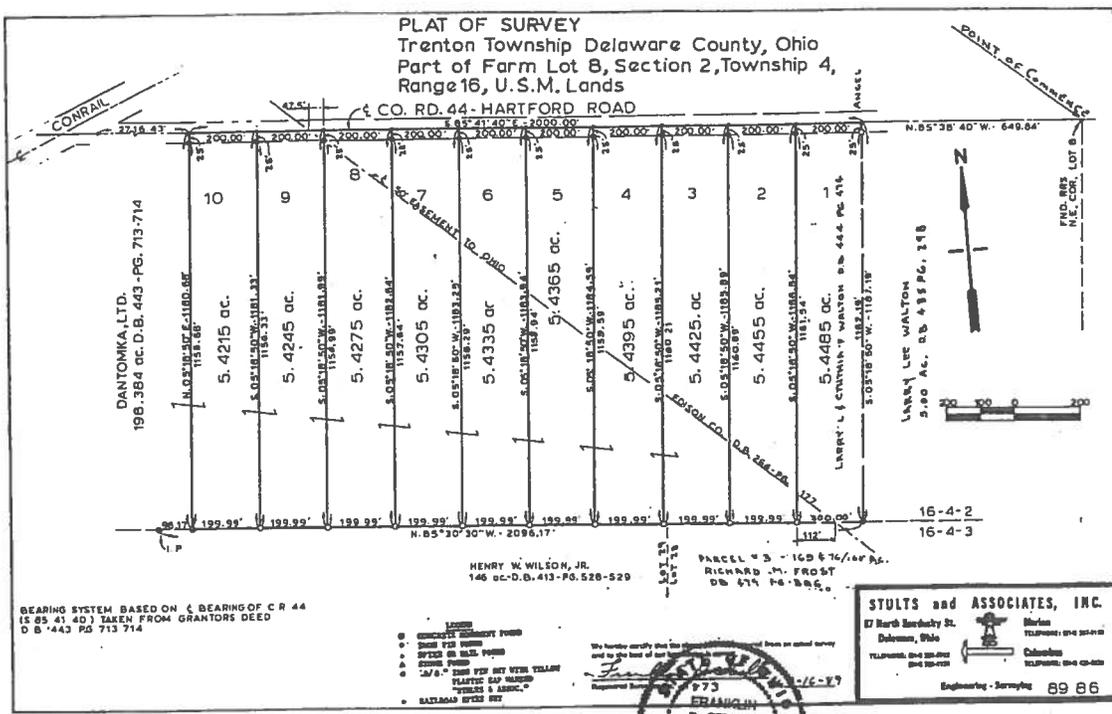
All iron pins set are 5/8" solid iron pins with yellow plastic caps stamped Stults and Associates.

Bearing system based on centerline bearing of County Road 44 (South 85° 41' 40" East) taken from deed, Deed Book 443, page 713-714, the deed to Dantomka, Limited.

*Franklin D. Stults*  
Franklin D. Stults  
Registered Surveyor No. 4873



Vol. 511, Pg. 234





**Ohio Bar Title Insurance Company**



*A Subsidiary of First American Title Insurance Company*

## Commitment for Title Insurance

ISSUED BY

**Ohio Bar Title Insurance Company**

# Schedule BI

File No.: 12479-102 K. Meers

### REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
3. Deed from Katherine Meers, unmarried, to the successful bidder at the public auction conducted on March 23, 2016. Mortgage from the successful bidder at the public auction conducted on March 23, 2016 to  
\_\_\_\_\_.
4. Satisfactory release of all liens shown in Schedule BII.
5. Pay all taxes, charges and assessments levied and assessed against the subject premises, which are due and payable.
6. Satisfactory evidence that improvements and/or repairs or alterations thereto are completed; that contractors, sub-contractors, labor and material men are all paid and have released of record all liens or notices of intent to perfect a lien for labor or material.



Ohio Bar Title Insurance Company



A Subsidiary of First American Title Insurance Company

# Commitment for Title Insurance

ISSUED BY

Ohio Bar Title Insurance Company

## Schedule BII

File No.: 12479-102 K. Meers

### EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, Oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Taxes and assessments for the year 2016 and thereafter, which are undetermined, are a lien, and are not yet due and payable.
10. 2015 Tax Duplicate for Parcel Number 416-230-01-064-000.

The first half tax in the amount of \$362.54, including current assessments, if any, is PAID.

The second half tax in the amount of \$362.54, including current assessments, if any, is UNPAID, a lien, and is not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.

Assessed Values:

Land: \$17,540 Building: \$0 Total: \$17,540

 <b>Ohio Bar Title Insurance Company</b>  <small>A Subsidiary of First American Title Insurance Company</small>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>Ohio Bar Title Insurance Company</b>
<b>Schedule BII</b>	

File No.: 12479-102 K. Meers

**EXCEPTIONS - Continued**

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

NOTE: A search for uncertified special tax assessments has not been performed.

11. Easement to Columbus and Southern Ohio Electric Company of record in Lease Volume 9, page 307, Delaware County Recorder's Office.
12. Easement to Ohio Edison Company of record in Deed Book 264, page 177, Delaware County Recorder's Office.
13. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
14. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment does not insure nor guarantee the acreage or quantity of land set forth herein.

#30906

EASEMENT

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Joseph E. Landon and Marie T. Landon, his wife, do hereby grant unto Columbus and Southern Ohio Electric Company, its successors, assigns, lessees and licensees (hereinafter called the company), so long as the same may be used for the purposes herein contemplated, the right and easement to construct, reconstruct, repair, replace, operate and maintain a pole line for the transmission and distribution of electric energy, together with and, to guy and support said pole line for the attachment and carrying of the wires and cables of other companies using energy in the conduct of their business, over, across, through and/or upon the property and/or the highway, crossing the property which \_\_\_\_\_ own or in which \_\_\_\_\_ has an interest, situated in 16-4-2 & 3 in the Township of Wrenton, County of Delaware, and State of Ohio, and known as That 204 acre tract of land, more or less, as described by deed Joseph P. Landon to John Landon dated April 5, 1905, and recorded in Deed Book 124, Page 490, Recorder's Office, Delaware County, Ohio.

Said lines shall be constructed according to the following course: Beginning from a point located approximately 178 feet south from the center line of the Sunbury-Croton Road and approximately 60 feet east of the house numbered 5113, running thence in an easterly direction, a distance of approximately 307 feet.

If at any time the company is required by the State Highway Department or any other governmental authority having control over said highway to relocate any or all of the poles of said pole line, then the company may and is hereby granted the right to relocate said pole or poles within the limits of the highway as it now exists or may hereafter exist.

Said easement includes the right to trim any trees which may hereafter interfere with the construction, reconstruction, operation and/or maintenance of said pole line, and to trim, as mutually agreed, any trees that now interfere with the construction or reconstruction of said pole line.

The company shall have the right of ingress to and egress from the site occupied or to be occupied by said pole line, guy poles and/or anchors, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. It is especially provided, however, that the poles supporting said line shall be so located as not to interfere with the undersigned's ingress to and egress from said property.

WITNESS our hands this 10 day of March 1938

Signed and acknowledged in the presence of:	Joseph E. Landon
W.E. Boothe	Marie T. Landon
E.R. Fulton	
State of Ohio	

Franklin County, Ss:

Before me, a Notary Public in and for said county and state, personally appeared the above named Joseph E. Landon and Marie T. Landon who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 10th day of March 1938

Earl R. Fulton, Notary Public in and for Franklin, County, Ohio (SEAL)  
My commission expires Sept. 9, 1939

Received April 8, 1938 at 9:15 A.M.  
Recorded April 14, 1938  
Fee \$.60

*Floyd W. Johnson*  
County Recorder

KNOW ALL MEN BY THESE PRESENTS:

That Joseph B. Landon and Marie F. Landon, husband and wife, claiming title by virtue of instrument recorded in Volume 214, Page 27 of the Delaware County Deed Records;

the Grantees, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to our full satisfaction of THE EDISON COMPANY, an Ohio corporation, the Grantee, do hereby grant unto Grantee, its successors and assigns, an easement and right-of-way, with the rights and privileges hereinafter set forth for lines for the transmission and distribution of electric currents including telephone and telegraph, upon, over, under, and across the following described premises:

Shaded Map Township of Trenton, County of Delaware, and State of Delaware, a part of Lots 7 and 8, Section 2, Range 16, Township 4, U.S.M. Lands.

The right-of-way above referred to is described as follows:

A strip of land 50 feet wide, 25 feet on each side of a center line, which center line of right-of-way is described as follows:

The center line of said right-of-way enters Grantors premises from the land of Edna Harve at s.w. corner of said Grantors westerly property line in the center of the public road and on the north line of Lot 8 approximately 200 feet westerly from the northeast corner which is the northeast corner of Lot 8 thence from this point in a general northwesterly direction across Grantors premises approximately 190 feet to a point on Grantors southerly property line which is the south line of Lot 8 approximately 75 feet westerly from the southeast corner and the southeast corner of said Lot 8 where said line crosses to the land of E. W. Willson.

The easement and right herein granted shall include the right to erect, inspect, operate, replace, repair, patrol and permanently maintain upon, over, under and along the above described right-of-way across said premises all necessary structures, wires, cables and other usual fixtures and appurtenances needed or in connection with the transmission and distribution of electric current, including telephone and telegraph and the right of ingress and egress upon, over and across said premises for access to and from said right-of-way, and the right to trim, cut, remove or otherwise control at any and all times such trees, limbs, undergrowth or other obstructions within or adjacent to said right-of-way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

The Grantees reserve the right to use the ground between said structures and beneath said wires, provided that such use does not interfere with or obstruct the right herein granted, and the Grantees agree that no building, obstruction or impediment of any kind shall be placed within said right-of-way or between said structures or beneath said wires without prior written approval of the Grantee.

The Grantee will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by it on said premises except Grantee for all damage to fences, gates, lanes, driveways, drains, ditches, crops and stock on said premises caused by the construction or maintenance of said lines.

TO HAVE AND TO HOLD the said easement, rights and right-of-way and its appurtenances to said Grantee, and to its successors and assigns, forever, and the Grantors represent that they are the owners of the premises herein described and that the same are free and clear from all encumbrances, except:

and for valuable consideration the Grantee do each hereby remise, release and forever quit claim unto Grantee, its successors and assigns, all their right and expectancy of dower in the above described right-of-way.

IN WITNESS WHEREOF, we have hereunto set our hands as of the 19th day of April, 1956.

SIGNED IN THE PRESENCE OF:
W. J. Moran, Joseph B. Landon,
H.D. House, Marie T. Landon,
Charles B. Landon

STATE OF OHIO, COUNTY OF Hamilton } ss: Before me, a NOTARY PUBLIC, in and for said County and State, personally appeared

Joseph B. Landon and Marie T. Landon 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 Columbus, Ohio, this 17th day of April, 1956.

This instrument was prepared by JAMES H. ALLCOCK Attorney at Law

Notary Public, My Commission Expires March 22, 1957



71176

Instrument No. 71176

REASUREMENT

from

Joseph B. Landon, Marie T. Landon

to

OHIO Edison COMPANY

DELAWARE COUNTY OHIO FILED THE OFFICE OF THE COUNTY CLERK REGISTERED JUNE 7 1956

Hamilton 16-4-2-3

May 25, 1956

Wm. J. ... J.A. ...

# *Purchase Contract*

## CONTRACT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: \_\_\_\_\_

1. **PROPERTY DESCRIPTION:** The undersigned buyer (Buyer) agrees to purchase from the undersigned owner (Seller) who agrees to sell (Contract) through **United County Real Estate and Auction Services, LLC** (Broker), the following described real estate in \_\_\_\_\_, \_\_\_\_\_ County, Ohio, and known as: \_\_\_\_\_ (Real Estate).
2. **PRICE AND TERMS:** Buyer agrees to pay the amount of the high bid \$ \_\_\_\_\_ plus the buyer premium of \$ \_\_\_\_\_ for a **Total Purchase Price of \$ \_\_\_\_\_** for the Real Estate as follows: A **non-refundable** (except in the case of a non-marketable title) down payment (Down Payment) of \$ \_\_\_\_\_ must be deposited at the time of the Auction, and will be applied toward the Purchase Price. The Down Payment shall be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. This Down Payment is not an Earnest Money deposit as contemplated by R.C. 4535.24. In the event this Contract does not close for any reason other than non-marketable title, Buyer agrees that the Down Payment shall be disbursed by Broker to Seller five (5) days from Closing Date unless Broker is previously notified in writing by Buyer that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before \_\_\_\_\_ (Closing Date). The Closing Date shall be automatically extended up to 30 days if Auctioneer deems necessary. Buyer will close through \_\_\_\_\_. If Buyer does not close on or before scheduled Closing Date, Seller may, at Seller's option, extend the Closing Date in consideration for a sum of \$ \_\_\_\_\_ per day after original Closing Date.
4. **CLOSING COSTS:** The  Buyer,  Seller shall be responsible for all transfer taxes, recording fees, title search, owner's title insurance premium and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title. The  Buyer  Seller split 50/50, is responsible for survey cost, if a survey is required for a transfer. **\*Buyer is responsible for all other costs associated with closing.**
5. **TERMS:** The Real Estate sells:  to the highest bidder regardless of price, **OR**  subject to the Seller's confirmation.
6. **FIXTURES AND EQUIPMENT:** The consideration shall include any fixtures, including but not limited to built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods, window coverings and all existing window treatments; attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the Premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the following: \_\_\_\_\_
7. **OBTAINING FINANCING:** This Contract to Purchase is **not contingent** upon the Buyer obtaining financing. There are no Buyer contingencies.
8. **BINDING OBLIGATION:** Buyer is buying the property **As-Is, Where-Is and without Recourse**. If Buyer fails to close for any reason whatsoever, except a nonmarketable title, Buyer voluntarily agrees to forfeit entire Down Payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the Real Estate. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Buyer fails to perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting any of Seller's further remedies. Either party may demand specific performance of this Contract.
9. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that, to the best of Seller's knowledge: (a) there are no undisclosed

\_\_\_\_\_  
Buyer Initial      Seller Initial

latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except \_\_\_\_\_; (c) there are no City, County or State orders that have been served upon Seller requiring work to be done or improvements to be made which have not been performed, except \_\_\_\_\_ Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Buyer. All Inspections must be completed prior to Auction. BUYER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.

10. **INDEMNITY:** Seller and Buyer recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
11. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by \_\_\_\_\_ deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing Date, except restrictions and easements of record and except the following assessments (certified or otherwise): \_\_\_\_\_  
If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted above, Buyer must notify the Seller or Seller's Broker in writing of the objection to the title no less than ten (10) calendar days prior to the Closing Date. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within (30) calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in the termination of this Contract. Seller is not obligated to incur any expense in curing Buyer's objection and in the event that the cure of the objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.
12. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on delivery of possession to Buyer, the Real Estate shall be in the same condition as it is on the date of this Contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing Date, the Real Estate shall not be repaired or restored by and at the Seller's expense, to a condition as good as it was prior to the damage or destruction, then Buyer, at his option, may terminate this Contract by written notice to Seller and the Down Payment Shall be returned to Buyer. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer. In addition, the Buyer also has an insurable interest in the Real Estate from date of this Contract. Buyer is hereby notified that insurance should be placed upon the Real Estate immediately to protect Buyer's interest.
13. **DISCLOSURE:**  Buyer  Seller  Neither Buyer nor Seller - is a licensed Real Estate Broker or Salesperson.
14. **POSSESSION:** Possession shall be given  at closing,  \_\_\_\_\_ days after closing at \_\_\_\_\_  AM  PM subject to Tenant's Rights, with deed. Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities. No work may be done at the Real Estate by the Buyer until possession is given.
15. **AGENCY DISCLOSURE STATEMENT:** Real Estate is being sold through United Country Real Estate and Auction Services, LLC. Buyer and Seller acknowledge having reviewed and signed the Agency Disclosure Statement.
16. **TAXES:** The real estate taxes for the Real Estate for the current year may change as a result of the transfer of the Real Estate or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority. Seller shall pay or credit at closing: (a) all delinquent taxes,

\_\_\_\_\_  
Buyer Initial      Seller Initial

including penalty and interest; (b) all assessments which are a lien on the Real Estate as of the date of the Contract; (c) only for tracts of less than 10 acres, all agricultural use tax recoupments for years prior to the year of closing; (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

**17. NOTICES TO THE PARTIES:**

- A. Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. The parties are hereby advised, and the parties acknowledge that they should seek professional expert assistance and advice in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc.
- B. Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.  
It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
- C. By bidding, the Buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure Form and their right to rescind the Contract under R.C. 5302.30.
- D. Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller.

**18. MISCELLANEOUS:**

- A. This Real Estate is being sold at Public Auction, without recourse. Personal on-site inspection/s of the Real Estate or properties is strongly recommended.
- B. The Real Estate will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues.
- C. Information contained online was obtained by sources deemed reliable. However, neither United County Real Estate and Auction Services, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Buyer should carefully verify all items and make their own decision as to the accuracy thereof before relying on same.
- D. The Seller and Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
- E. This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this Contract shall be made in writing signed by the party giving such notice.
- F. Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this Contract, no deadline or time period under this Contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this Contract.

\_\_\_\_\_  
Buyer Initial      Seller Initial

19. **OTHER TERMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. **DEED TO:** (Print) \_\_\_\_\_

21. **EXPIRATION AND APPROVAL:** Provided this offer is subject to Seller's confirmation pursuant to Paragraph 5 above, this offer is void if not accepted by Seller in writing on or before \_\_\_\_\_  AM  PM EST on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The Buyer has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

Print

Sign

Date

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

PHONE NUMBERS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

22. **ACTION BY SELLER:** For Real Estate selling to the highest bidder regardless of price, the undersigned Seller has read and fully understands the foregoing offer and hereby accepts said offer and agrees to convey the Real Estate according to the above terms and conditions.

For Real Estate selling subject to the Seller's confirmation , the undersigned Seller has read and fully understand the forgoing and hereby:  accepts said offer and agrees to convey the Real Estate according to the above terms and conditions,  rejects said offer, or  counteroffers according to the modifications initialed by Seller or as attached hereto. Counteroffer shall become null and void if not accepted in writing on or before \_\_\_\_\_  AM  PM EST on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Print

Sign

Date

SELLER: \_\_\_\_\_

SELLER: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

PHONE NUMBERS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

23. **RECEIPT BY United Country Real Estate and Auction Services, LLC:** DATE \_\_\_\_\_ I hereby acknowledge receipt of \$ \_\_\_\_\_  cash  cashier's check  personal check # \_\_\_\_\_ made payable to \_\_\_\_\_ as down payment in accordance with terms herein provided.

**United Country Real Estate and Auction Services**

By: \_\_\_\_\_

Its: \_\_\_\_\_



\_\_\_\_\_, \_\_\_\_\_  
Buyer Initial      Seller Initial

# *Soil Science Report*

Lawrence A. Tornes  
Tornes Soil Investigations, LTD.  
811 State Route 61 North  
Sunbury, Ohio 43074

Phone 740 965-3254

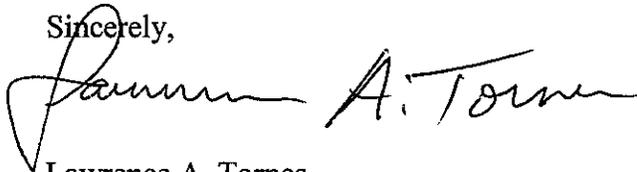
March 5, 2016

Mr. Chip Carpenter  
Chip Carpenter Real Estate & Auction Company  
2295 Creek Road  
Sunbury, Ohio 43074

Dear Mr. Carpenter,

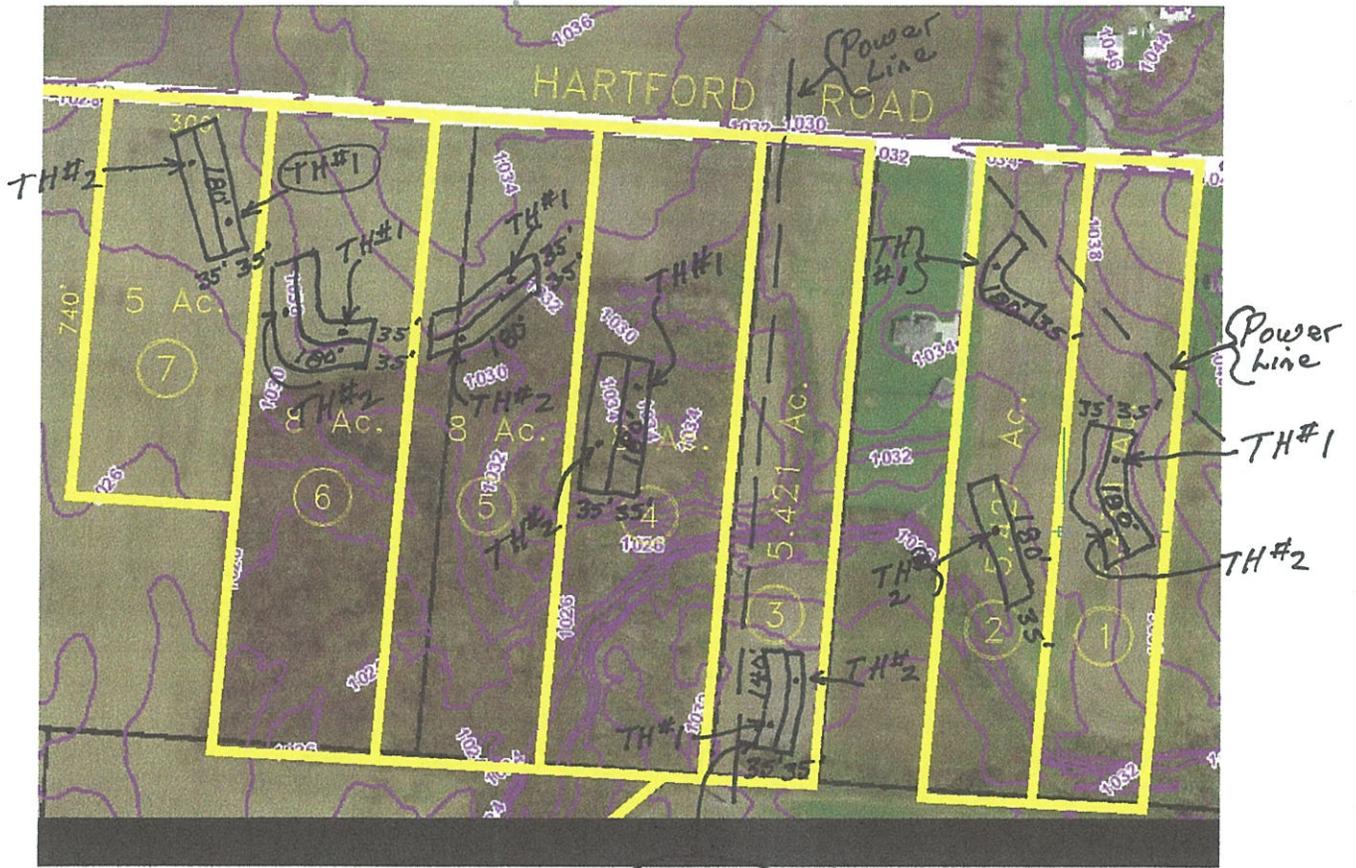
In February and March of 2016, I completed soil site investigations for on-site sewage treatment and dispersal on 10 lots numbered 1 thru 7 and 9 thru 11 on the south side of Hartford Road directly east of Sunbury, Ohio. The proposed locations of the septic fields and test holes for the lot are marked with pink flags. These fields contain soils that have been in the past and will be approved by the Delaware County General Health District for some type of on-site sewage treatment and dispersal system for a home on this date. The type of system that will be approved must be determined by a sewage system designer and the Delaware General Health District.

Sincerely,

A handwritten signature in black ink that reads "Lawrence A. Tornes". The signature is written in a cursive style with a large, sweeping initial "L".

Lawrence A. Tornes  
Certified Professional Soil Scientist

Locations of Proposed On-site Sewage Treatment and Dispersal Fields and Test Holes on Lots 1 thru 7 on Hartford Road Directly East of Sunbury in Trenton Township, Delaware County, Ohio.



60' from middle of Power Line

February & March, 2016  
Lawrence A. Torner



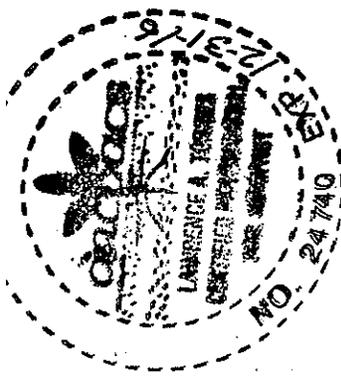
Locations of Proposed On-site Sewage Treatment and Dispersal Fields and Test Holes on lots 9, 10, and 11 on Hartford Road Directly East of Sunbury in Trenton Township, Delaware County, Ohio.



February 20, 2016  
 Lawrence A. Torres



# Site and Soil Evaluation for Sewage Treatment and Dispersal



County: Delaware  
 Township / Sec.: Trenton  
 Property Address/Location: Hartford Rd. Directly East of Sunbury United Country Real Estate and The Road Auction Services and The Robert Weiler Co.  
 Applicant Name: United Country Services and The Robert Weiler Co.  
 Address: 740 965-1208 and 614 221-4286  
 Phone #: 740 965-1208 and 614 221-4286  
 Lot #: 1  
 Test Hole #: 1  
 Latitude/Longitude: \_\_\_\_\_  
 Method: Pit  Auger  Probe

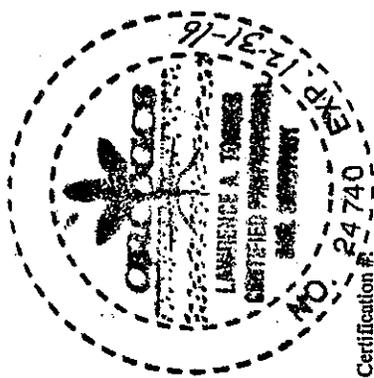
Certification Stamp or Certification #: \_\_\_\_\_  
 Signature: Larry Turner  
740 965-3254  
 Phone #: \_\_\_\_\_

Soil Profile	Estimating Soil Saturation				Estimating Soil Permeability							
	Horizon	Depth (inches)	Munsell Color (hue, value, chroma)		Class	Approx. % Clay	Approx. % Fragments	Structure		Other Soil Features		
			Concentrations	Depletions				Grade	Size		Type (shape)	Consistence
Ap	0-9	10YR 4/2			SIL	20	Few	2	FHM	Gr	FI	
Bt1	9-12	10YR 5/8	40% 10YR 5/2		SICL	30	Few	2	FHM	Sbk	FI	
Bt2	12-26	10YR 5/4	30% 10YR 5/2		SICL	35	Few	2	MTCO	Sbk	FI	
Bc	26-33	10YR 4/4	45% 10YR 5/4		SICL	35	5	1	Co	Sbk	FI	
Cd	33-51	10YR 4/4	20% 10YR 5/4		CL	30	10	0	M	M	VF	

Remarks / Risk Factors: Remaining top soil Perched on Glacial Till. I recommend an interceptor drain slope from the field. The top could be agricultural subsurface drains in this area.  
 Loading rates based on system installed 3 inches below the soil surface within aerator. Basal loading rate of 0.8 gals/day/ft<sup>2</sup> (BOD < 30) linear loading rate of 2.7 gals/ft<sup>2</sup>/day.

Note: The evaluation shall include a complete site plan of site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

# Site and Soil Evaluation for Sewage Treatment and Dispersal



County: Delaware  
 Township / Sec: Horton  
 Property Address/Location: Hartford Rd  
 Applicant Name: Directly East of Suisbury  
United Country Real Estate Services and the  
and Auction Services Co  
 Address: Robert Walker Co  
 Phone #: 740 965-1203 and 614-221-4286  
 Lot #: 2  
 Test Hole #: 2  
 Latitude/Longitude: \_\_\_\_\_  
 Method: Pit Auger Probe

Land Use / Vegetation: Grassland  
 Landform: Globular mound  
 Position on Landform: Lowest side slope of mound  
 Percent Slope: 1 to 3  
 Shape of Slope: Linear  
 Date: 2-29-16  
 Evaluator: Larry Thomas  
Archives Soil Institute  
811 57th St Bl A  
Suisbury, OH 43084  
4 Boothdown House

Certification Stamp of Certification # 24740  
 Signature: Larry Thomas  
740 965-3254

Soil Profile		Estimating Soil Saturation				Estimating Soil Permeability						
Horizon	Depth (inches)	Munsell Color (hue, value, chroma)		Redoximorphic Features		Class	Texture		Structure		Other Soil Features	
		Matrix Color	Concentrations	Depletions	Concentrations		Approx. % Clay	Approx. % Fragments	Grade	Size		Type (shape)
Ap	0-9	10YR 3/3				Silt	20	—	2	Fm	Gr	Ff
EA	9-12	10YR 5/4	10YR 5/6	30% O <sub>2</sub>	10YR 5/6	SCL	50	—	2	Fm	Sbk	Ff
Bt2	12-31	10YR 4/4	10YR 5/4	40% O <sub>2</sub>	10YR 5/4	SCL	35	Few	2	MTC	Sbk	Ff
Bc <sub>g</sub>	31-37	60Y 2/4	10YR 4/4		10YR 4/4	CL	30	5	1	Co	Sbk	Ff
C <sub>g</sub>	37-52	50Y 2/4	10YR 2/4		10YR 2/4	CL	30	5	0	M	M	Vf

Limiting Conditions: \_\_\_\_\_  
 Perched Seasonal Water Table: \_\_\_\_\_  
 Apparent Water Table: \_\_\_\_\_  
 Highly Permeable Material: \_\_\_\_\_  
 Bedrock: \_\_\_\_\_  
 Restrictive Layer: \_\_\_\_\_  
 Remarks / Risk Factors: Remained in original Ta  
ill Elongate soil  
These masses are laterolateral drain  
up slope from the fields. These could  
be a potential subsurface drain in this  
area.  
 Loading rates based on system installed 3 inches below the soil surface:  
 Basal loading rate of 0.8 gals/dsq ft (BOD < 30 mg/l)  
 linear loading rate of 2.7 gals/dsq ft.

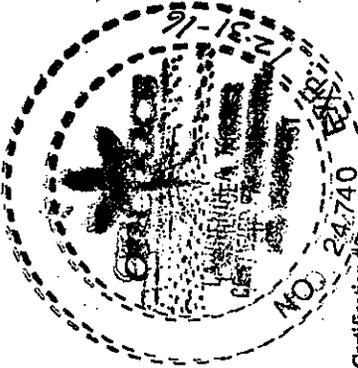
Note: The Designer and the Delaware General Health District will select the final loading rates used to design the sewage system.

Note: This evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

Note: The Designer and the Delaware General Health District will select the final loading rates used to design the sewage system.

Note: This evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

# Site and Soil Evaluation for Sewage Treatment and Dispersal



County: Delaware  
 Township / Sec.: Trenton  
 Property Address/Location: Hartford Rd  
Directly East of Sunbury  
 Applicant Name: United Country Real Estate  
 Address: and Auction Services and The  
Robert Weiler Co.  
 Phone #: 740 965-1208 and 614 221-4288 valuator: Larry Tornes  
 Lot #: 2  
 Test Hole #: 1  
 Latitude/Longitude:  
 Method: Pit  Auger Probe

Land Use / Vegetation: Cropland  
 Landform: Glaciated Upland  
 Position on Landform: Sides of knoll  
 Percent Slope: 3 to 4  
 Shape of Slope: Linear

Date: 2-26-16  
 Certification Stamp or Certification #: 24740  
 Signature: Larry Tornes  
 Phone #: 740 965-3254  
4 Bedroom House

Soil Profile	Estimating Soil Saturation				Estimating Soil Permeability							
	Horizon	Depth (inches)	Munsell Color (hue, value, chroma)		Class	Texture		Structure		Other Soil Features		
			Matrix Color	Concentrations		Depletions	Approx. % Clay	Approx. % Fragments	Grade		Size	Type (shape)
Ap	0-8	10YR 4/3	10YR 5/4		Sil	20	Few	2	F+M	Gr	Ff	
Bt1	8-15	10YR 5/6	10YR 5/4	30% 10YR 5/2	Silcl	35	Few	2	M	sbk	Ff	
Bt2	15-25	10YR 4/4	10YR 5/4	35% 10YR 5/2	Silcl	35	Few	2	M+Co	sbk	Ff	
Bc	25-34	10YR 4/4	10YR 4/4	35% 10YR 5/2 + N	Silcl	35	5	1	Co	sbk	Ff	
Cd	34-50	10YR 4/4	10YR 4/4	25% 10YR 5/2 + N/G	Cl	30	5	0	M	M	VFf	

Limiting Conditions: Perched Seasonal Water Table  
 Apparent Water Table: 7.5D  
 Highly Permeable Material: 34  
 Bedrock: Glacial Till  
 Restrictive Layer: Glacial Till

Remarks / Risk Factors: Banning for soil  
Reached on Glacial Till  
I recommend drain installed drain upslope  
from the field. There could be agricultural  
subsurface drains in this area  
loading rates based on system installed  
2 inches below the soil surface with an  
operator

Note: The Designer and the Delaware General Health District will select the final loading rates used to design the sewage system.

Note: The evaluator shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 9701-29-08.

Base loading rate of 0.8 gals/d/ft<sup>2</sup> (BOD < 30)  
 linear loading rate of 2.7 gds/d/ft<sup>2</sup> (BOD < 30)



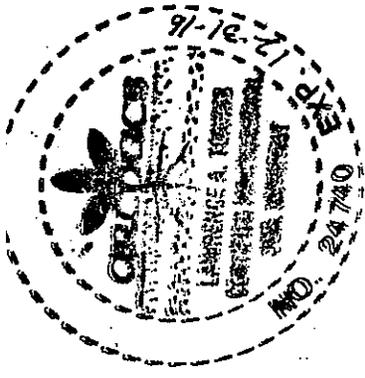
**Site and Soil Evaluation for Sewage Treatment and Dispersal**

County: Delaware Land Use / Vegetation: Cropland  
 Township / Sec: Trenton Landform: Glaciated Upland  
 Property Address/Location: Hartford Rd. Position on Landform: Lower Side Slope of Hill  
 Applicant Name: Directly East of Sunbury Percent Slope: 1 to 3  
 Address: United Country Real Estate and Auction Services, and The Shape of Slope: Linear  
Robert Weiler Co.  
 Phone #: 740 965-1208 and 614-221-4286 Date: 2-26-16  
 Lot #: 2 Evaluator: Larry Talaris  
 Test Hole #: 2 Signature: Larry Talaris  
 Latitude/Longitude: \_\_\_\_\_ Phone#: 740 965-3254  
 Method: Pit  Auger  Probe  
 Certification Stamp or Certification #: \_\_\_\_\_

Soil Profile	Estimating Soil Saturation				Estimating Soil Permeability						
	Horizon	Depth (inches)	Munsell Color (hue, value, chroma)		Class	Texture	Structure		Other Soil Features		
			Matrix Color	Concentrations			Depletions	Grade		Size	Type (shape)
Ap	0-9	10YR 3/2	10YR 3/2		Sil	25	3	MFCO	Gr	FR	
BA	9-14	10YR 5/4	10YR 5/4	40% 10YR 5/4	SilC	35	2	M	sbk	Fi	
Bt1	14-31	10YR 5/6	10YR 5/4	45% 10YR 5/4	SilC	35	2	M+CO	sbk	Fi	
Bt2	31-38	10YR 5/4	10YR 5/4	45% 10YR 5/4	SilC	35	2	Co	sbk	Fi	10% N/G
BC	38-46	10YR 4/4	10YR 5/4	35% 10YR 5/4	CL	30	1	VCo	sbk	Fi	
Cd	46-54	10YR 4/4	10YR 5/4	20% 10YR 5/4	CL	30	0		M	VF	

Remarks / Risk Factors: Ellicott transported to Bennington soil  
Perched on a Glacial Till There are no sand, silt or clay capter drain upslope  
from the field. There could be approx. 10% of  
subsurface drains in this area  
loading rates based on a system installed  
3 inches below the soil surface with an  
areator.  
Basal loading rate of 0.8 gals/d/ft<sup>2</sup> (BOD < 30)  
linear loading rate of 2.7 gals/d/ft<sup>2</sup> (BOD < 30)  
linear loading rate of 2.7 gals/d/ft<sup>2</sup> (BOD < 30)  
areator.  
 Note: The evaluation shall include a complete site plan of site drawings including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.  
 General Health District will select the final loading rates used to design the sewage system.

# Site and Soil Evaluation for Sewage Treatment and Dispersal

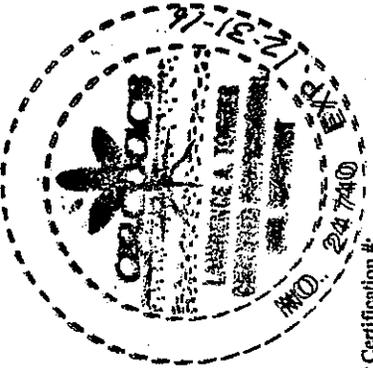


County: Delaware  
 Township / Sec.: Hewlett  
 Property Address/Location: Hartford Rd. Prichy East of Sunbury  
 Applicant Name: United Country Real Estate and The Robert Weiler Co.  
 Address: 740 965-1208 and 614-221-4286  
 Phone #: 740 965-1208 and 614-221-4286  
 Lot #: 3  
 Test Hole #: 1  
 Latitude/Longitude: \_\_\_\_\_  
 Method:  Pit  Auger  Probe  
 Land Use / Vegetation: Cropland  
 Landform: Glaciated Upland  
 Position on Landform: Sides of Top of Knoll  
 Percent Slope: 1 to 3  
 Shape of Slope: Linear + Convex  
 Date: 3-3-16  
 Evaluator: Kerry Turner  
 Signature: [Signature]  
 Phone #: 740 965-3254  
 Certification Stamp or Certification #: \_\_\_\_\_

Soil Profile	Estimating Soil Saturation				Estimating Soil Permeability							
	Horizon	Depth (inches)	Munsell Color (hue, value, chroma)		Class	Approx. % Clay	Approx. % Fragments	Structure		Other Soil Features		
			Matrix Color	Concentrations				Depletions	Grade		Size	Type (shape)
A0	0-8	10YR 4/2			Sil	20	Few	2	FM	Gr	Fr	
Bt1	8-23	10YR 5/6		45% 10YR 5/2	SicL	35	Few	2	M+Co	Sbk	Fi	
Bt2	23-29	10YR 5/4	10YR 4/3	40% 10YR 5/2	SicL	35	Few	2	M+Co	Sbk	Fi	
Bc	29-36	10YR 4/4	10YR 4/3	30% 10YR 5/2	CL	35	Few	1	Co	Sbk	Fi	
Cd	36-53	10YR 4/4	10YR 4/3	10% 10YR 5/2	CL	30	5	0		M	VF	

Limiting Conditions: \_\_\_\_\_  
 Perched Seasonal Water Table: 8  
 Apparent Water Table: \_\_\_\_\_  
 Highly Permeable Material: > 53  
 Bedrock: 36  
 Restrictive Layer: Glacial Till  
 Remarks / Risk Factors: Perched on Glacial Till. If facemans and an interceptor drain upslope from the field, there could be agricultural subsurface drains in this area.  
Loading rates based on system installed  
2 inches below the soil surface with an aerator:  
Basal loading rate of 0.8 gals/day ft<sup>2</sup> (EOP < 30 mg/L)  
hinear loading rate of 2.7 gals/day ft<sup>2</sup>.  
The final loading rates used to design the sewage system.

\*The Designer and The Delaware State Department of Agriculture include a complete site plan of site drawing including all requirements in paragraphs (B)(1) through (B)(4) of DAC 3701-29-08.  
 General Health District will select the final loading rates used to design the sewage system.



# Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Delaware  
 Township / Sec.: Trenton  
 Property Address/Location: Hartford Rd  
 Applicant Name: Targetly East of Sunbury  
 Address: United County Reg (Estate and Auction Services and The Robert Walker Co)  
 Phone #: 740 965-1208 and 614-221-4886  
 Lot #: 3  
 Test Hole #: 2  
 Latitude/Longitude: \_\_\_\_\_  
 Method: Pit L Auger \_\_\_\_\_ Probe

Land Use / Vegetation: Crop land  
 Landform: Glaciated upland  
 Position on Landform: Side of knob  
 Percent Slope: 1 to 3  
 Shape of Slope: linear

Date: 3-3-16  
 Evaluator: Larry Jones  
 Signature: [Signature]  
 Phone #: 740 965-3254  
 Certification Stamp or Certification #: \_\_\_\_\_  
3 Bedroom House

Soil Profile	Estimating Soil Saturation				Estimating Soil Permeability							
	Horizon	Depth (Inches)	Munsell Color (hue, value, chroma)		Class	Approx. % Clay	Approx. % Fragments	Structure		Other Soil Features		
			Matrix Color	Concentrations				Depletions	Grade		Size	Type (shape)
AP	0-7	10YR 4/3			sil	20	Few	2	M+Co	Gr	Fr	
BH	7-11	10YR 5/6		35% 10YR 5/2	SICL	30	Few	2	F+M	Sbk	Fi	
BT	11-26	10YR 5/4	10YR 4/4	45% 10YR 5/2	SICL	35	Few	2	M+Co	Sbk	Fi	
BC	26-35	10YR 4/4		45% 10YR 5/2	CL	35	Few	1	Co	Sbk	Fi	
Cd	35-52	10YR 4/4		15% 10YR 5/2	CK	30	5	0		M	VFi	

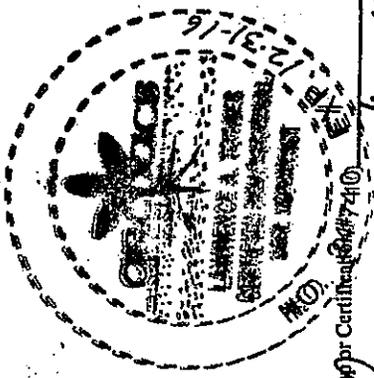
Limiting Conditions: \_\_\_\_\_  
 Perched Seasonal Water Table: 7  
 Apparent Water Table: \_\_\_\_\_  
 Highly Permeable Material: > 52  
 Bedrock: 35  
 Restrictive Layer: \_\_\_\_\_

Remarks / Risk Factors: Perched on Glacial Till  
I recommend an interceptor drain upslope from the field. There could be agricultural subsurface drains in this area.  
Glacial Till  
loading rates based on system installed above the soil surface;  
Basal loading rate of 0.6 gals/d/ft<sup>2</sup> (BOD > 30 mg/lh)  
linear loading rate of 2.7 gals/d/ft<sup>2</sup>

Descriptive Notes: Perched on Glacial Till  
General Health District will select the final loading rates used to design the sewage system.

\*The Designer shall include a complete site plan or site drawing including all requirements in paragraphs (b)(1) through (b)(4) of OAC 3701-29-08.

# Site and Soil Evaluation for Sewage Treatment and Dispersal



County: Delaware  
 Township / Sec.: Trapton  
 Property Address/Location: Hartford Rd  
Directly East of Sunbury  
 Applicant Name: United Country Real Estate  
and Auction Services, and  
The Robert Weiler Co.  
 Address: 740 965-1208 and 614 221-4286  
 Phone #: 740 965-1208 and 614 221-4286  
 Lot #: 1  
 Test Hole #: 1  
 Latitude/Longitude: \_\_\_\_\_  
 Method:  Pit  Auger  Probe

Land Use / Vegetation: Woodland  
 Landform: Flattened upland  
 Position on Landform: Flat on top of hill  
 Percent Slope: 1 to 2  
 Shape of Slope: Linear  
 Date: 3-1-16  
 Evaluator: Betty Lopez  
 Signature: Torres Soil Consultant  
811 St. Rt. 614  
Sunbury, OH 43084  
 Phone #: 740 965-3254  
4 Bedroom House

Certification Stamp for Certification #7410

Horizon	Depth (inches)	Estimating Soil Saturation				Estimating Soil Permeability				Other Soil Features			
		Munsell Color (hue, value, chroma)		Redoximorphic Features		Class	Texture	Approx. % Fragments	Grade		Structure		
		Matrix Color	Concentrations	Depletions	Approx. % Clay						Approx. % Silts	Size	Type (shape)
A	0-6	10YR 3/2				Sil	20	—	3	FVF	Gr	Ft	
Bt1	6-13	10YR 5/2		30YR 2/2 10YR 6/2		Sil	25	Few	2	F+M	Sbh	Ft	
Bt2	13-20	10YR 5/2	10YR 5/2	35YR 2/2 7.5YR 2/2		Silcl	35	Few	2	M	Sbh	Ft	
Bt3	20-31	10YR 4/2	10YR 5/2	40YR 2/2 10YR 5/2		Cl	35	Few	2	M+Co	Sbh	Ft	
BC	31-37	10YR 4/2		40YR 2/2 10YR 5/2		Cl	30	5	1	Co	Sbh	Ft	
Cd	37-51	10YR 4/2		25YR 2/2 7.5YR 2/2		Cl	30	10	0		M	Vf	

Limiting Conditions: \_\_\_\_\_  
 Perched Seasonal Water Table: 6  
 Apparent Water Table: \_\_\_\_\_  
 Highly Permeable Material: \_\_\_\_\_  
 Bedrock: 231  
 Restrictive Layer: 31  
 Descriptive Notes: Perched on glacial till  
up slope from the field  
loading rates based on system installed  
about the soil surface  
Basal loading rate of 2.7 gals/sd/ft (BOD) 730  
Linear loading rate of 2.7 gals/sd/ft (BOD) 730  
 Remarks / Risk Factors: Bannington Soil  
To recommend an interceptor drain  
 \*The Designer and The Delaware site plan drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.  
 General Health District will select  
 The final loading rates used to  
 design the sewage system.



**Site and Soil Evaluation for Sewage Treatment and Dispersal**

County: Delaware  
 Township / Sec.: Trenton  
 Property Address/Location: Hartford Rd  
 Applicant Name: Directly East of Suburb  
 Address: United Country Real Estate  
and Auction Services, and the  
Robert Weiler Co.  
 Phone #: 740 965-1200 and 614 221-  
4286  
 Lot #: 2  
 Test Hole #: \_\_\_\_\_  
 Latitude/Longitude: \_\_\_\_\_  
 Method:  Pit  Auger  Probe

Land Use / Vegetation: Woodland  
 Landform: Glaciated upland  
 Position on Landform: Flat  
 Percent Slope: 1 to 2  
 Shape of Slope: Linear  
 Date: 3-1-16  
 Evaluation: Barry Torres  
 Signature: Barry Torres  
311 St. Rt. 61N  
 Phone#: 740 965-3254  
4 Bedroom House

Certification Stamp or Certification #:

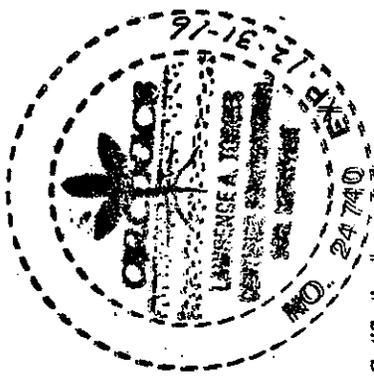
**Estimating Soil Permeability**

Horizon	Depth (inches)	Estimating Soil Saturation		Redoximorphic Features		Class	Texture		Structure			Other Soil Features	
		Munsell Color (hue, value, chroma)	Matrix Color	Concentrations	Depletions		Approx. % Clay	Approx. % Fragments	Grade	Size	Type (shape)		Consistence
A	6-7		10YR 3/2			sil	20	-	3	FVVF	GF	VFr	
Bt1	7-14		10YR 5/4	10YR 5/4	25% 10YR 6/4	sick	30	-	2	FHM	Sbk	Fi	
Bt2	14-21		10YR 5/6	10YR 5/6	25% 10YR 6/4	sick	35	-	2	M	Sbk	F	
Bt3	21-34		10YR 5/8	10YR 5/8	30% 10YR 6/4	CL	35	-	2	MVCo	Sbk	F	
Bc	34-41		10YR 4/4	10YR 4/4	30% 10YR 5/4	CL	30	Few	1	Co	Sbk	F	
Cd	41-53		10YR 4/4	10YR 4/4	25% 10YR 5/4	CL	30	5	0	M	M	VFi	

Limiting Conditions \_\_\_\_\_  
 Perched Seasonal Water Table \_\_\_\_\_  
 Apparent Water Table \_\_\_\_\_  
 Highly Permeable Material \_\_\_\_\_  
 Bedrock \_\_\_\_\_  
 Restrictive Layer \_\_\_\_\_

Remarks / Risk Factors: Bennington soil  
Till. To see on map an interceptor drain  
up slope from the field  
loading rates based on system installed  
above the soil surface.  
Basal loading rate of 2.7 gals/day/ft (B10-20)  
linear loading rate of 2.7 gals/day/ft (B10-20)  
(B)(1) through (B)(4) of OAG 3701-29-08.

\* The Designer and the Delaware  
Note: The evaluation shall include a complete site plan of site  
including all requirements in paragraphs (B)(1) through (B)(4) of OAG 3701-29-08.  
General Health District will select  
The final loading rates used to design  
The sewage system.



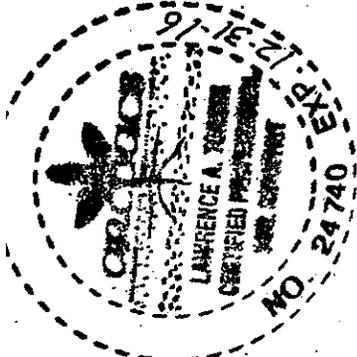
Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Delaware  
 Township / Sec: Trenton  
 Property Address / Location: Hartford Road  
Directly East of Sunbury  
 Applicant Name: United Country Real Estate  
 Address: United Country Services and The  
Robert Ingulis Co  
 Phone #: 740 965-1208 and 614-221-2211 Evaluator: Larry Jones  
 Lot #: 5  
 Test Hole #: 1  
 Latitude/Longitude: \_\_\_\_\_  
 Method:  Pit  Auger  Probe

Land Use / Vegetation: Cropland  
 Landform: Glaciated Upland  
 Position on Landform: Side of field  
 Percent Slope: 2-24  
 Shape of Slope: Convex linear  
 Date: 3-1-16  
 Certification Stamp or Certification #: \_\_\_\_\_  
 Signature: Larry Jones  
 License No.: 24740  
 Phone #: 740 965-3254  
4 Bedroom House

Soil Profile	Estimating Soil Saturation				Estimating Soil Permeability						
	Horizon	Depth (inches)	Munsell Color (hue, value, chroma)		Class	Texture		Structure		Other Soil Features	
			Matrix Color	Concentrations		Depletions	Approx. % Clay	Approx. % Fragments	Grade		Size
Ap	0-9	10YR 4/3			Sil	20	—	FM	GR	FR	
Bt <sub>01</sub>	9-14	7.0YR 5/2 10YR 5/2	10YR 5/4		S1CL	30	—	FM	Sbk	FI	
Bt	14-20	10YR 5/5			S1CL	35	Few	M	Sbk	FI	
Bt <sub>g2</sub>	20-38	5.0YR 8/2 10YR 5/5	10YR 5/4	30YR 5/2 10YR 5/2	S1CL	35	Few	MTCO	Sbk	FI	
Bc <sub>g</sub>	38-48	5.0YR 8/2 10YR 5/5	10YR 5/4	25YR 5/2 10YR 5/2	S1CL	35	Few	1 CAVCO	Sbk	FI	
Cd	48-57	10YR 4/4			S1CL	30	Few		M	VF	

Remarks / Risk Factors: Bennington soil  
Perched on gravel  
will freeze and an interceptor drain  
up slope from the field. There could be  
agricultural subsurface drains in this  
area.  
 \* Loading rates based on system installed  
3 inches below the soil surface with an aerator:  
Basal loading rate 0.8 gals/def ft<sup>2</sup> (BAD 530)  
linear loading rate of 2.7 gals/def ft<sup>2</sup> m/yr  
 Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08. (December 2008)



**Site and Soil Evaluation for Sewage Treatment and Dispersal**

County: Delaware  
 Township / Sec.: Trenton  
 Property Address/Location: Hartford Rd  
Directly East of Subway  
 Applicant Name: United Country Real Estate and the  
and Auction Services Co.  
 Address: 1208 and 614 221 -  
Robert Weiler Co.  
 Phone #: 740 965-1208  
 Lot #: 3  
 Test Hole #: 2  
 Latitude/Longitude: \_\_\_\_\_  
 Method: Pit  Auger  Probe

Land Use / Vegetation: Cropland  
 Landform: Gleasant upland  
 Position on Landform: side of road  
 Percent Slope: 2 to 4  
 Aspect of Slope: linear

Date: 2-22-16  
 Evaluator: LARRY TORRES  
 Signature: [Signature]  
 Phone #: 740 965-3254  
 Certification Stamp or Certification #: \_\_\_\_\_  
4 Bedroom House

Soil Profile	Estimating Soil Saturation				Estimating Soil Permeability				Other Soil Features			
	Horizon	Depth (inches)	Munsell Color (hue, value, chroma)		Class	Approx. % Clay	Approx. % Fragments	Grade		Structure	Consistence	
			Matrix Color	Redoximorphic Features								Concentrations
Ap	0-8	10YR 3/4			Sil	20	-	2	FAM	GF	Fr	
Bt1	8-16	10YR 5/6			SICL	30	-	2	FAM	Sbk	Fi	
Bt2	16-29	10YR 5/4	2.5% 10YR 5/4		CL	35	Few	2	MTCO	Sbk	Fi	
Bc	29-36	10YR 4/1	3.5% N6/0		CL	30	5	1	CO	Sbk	Fi	
Cd	36-54	10YR 4/4	20% 10YR 5/2		GR-CL	30	15	0		M	VEI	

Remarks / Risk Factors: Bearing Test Soil  
Perched on Glacial Till Free from an interceptor drain  
up slope from the field. There could be  
appreciable subsurface drains in this area.  
Loading rates based on system installed  
2 inches below the soil surface with an generator!  
Glacial Till  
Base loading rate of 0.8 gals/dsf ft (BOD < 30 mg/L)  
linear loading rate of 2.7 gals/dsf ft.

\* The Designer and The Delaware General Health District will select the final loading rates used to design the sewage system.



**Site and Soil Evaluation for Sewage Treatment and Dispersal**

County: Delaware  
 Township / Sec.: Trenton  
 Property Address/Location: Hartford Rd. Directly East of Sunbury United Country Real Estate and the and Auction Services, and the Weiler Co.  
 Applicant Name: Lawrence A. Torner  
 Address: 740 965-1208 and 614-221-4286  
 Phone #: 740 965-1208 and 614-221-4286  
 Lot #: 1  
 Test Hole #: 1  
 Latitude/Longitude: \_\_\_\_\_  
 Method:  Pit  Auger  Probe

Land Use / Vegetation: Cropland  
 Landform: Glaciated upland  
 Position on Landform: Side of knoll  
 Percent Slope: 2 to 4  
 Shape of Slope: Linear

Date: 2-22-16  
 Evaluator: Larry Torner  
 Signature: [Signature]  
 Address: 811 St. Rt. 61 N Sunbury OH 43074  
 Phone #: 740 965-3254

Certification Stamp of Certification #: \_\_\_\_\_

4 Bedroom House

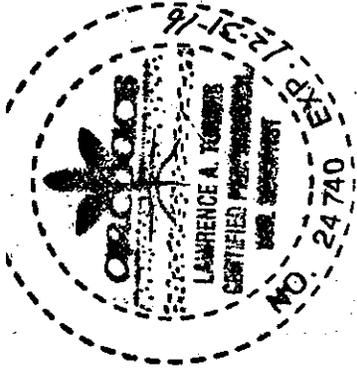
Soil Profile	Estimating Soil Saturation				Estimating Soil Permeability				Other Soil Features			
	Horizon	Depth (inches)	Munsell Color (hue, value, chroma)		Class	Texture		Structure		Consistence		
			Matrix Color	Concentrations		Depletions	Approx. % Clay	Approx. % Fragments			Grade	Size
Ap	0-8	10YR 3/4	10YR 5/4		L	20	—	F+M	GF	FF		Slight Flakiness tendency
Bt1	8-14	10YR 5/8	10YR 5/4	25% 10YR 6/4	SICK	30	—	F+M	Sbk	Fi		
Bt2	14-26	7.5YR 5/8	10YR 5/4	25% 10YR 5/4	SICK	35	Few	M+CO	Sbk	Fi		
Bc	26-38	10YR 4/4	10YR 5/4	30% 10YR 5/4	SICK	35	Few	VCO	Sbk	Fi		
Cd1	38-46	10YR 4/4	10YR 5/4	20% 10YR 5/4	SICK	35	Few	M		VFi		
Cd2	46-51	10YR 4/4	10YR 5/4	20% 10YR 5/4	CL	30	Few	M		VFi		

Limiting Conditions: \_\_\_\_\_  
 Perched Seasonal Water Table: 8  
 Apparent Water Table: \_\_\_\_\_  
 Highly Permeable Material: \_\_\_\_\_  
 Bedrock: \_\_\_\_\_  
 Restrictive Layer: \_\_\_\_\_

Remarks / Risk Factors: Remington soil  
There could be agricultural subsurface drains in this area.  
Leaching rates based on system installed  
2 inches below the soil surface with an aerator.  
Basal loading rate of 0.8 gals/dof ft (BOD < 30 mg/L)  
through (B)(4) of CAC 3701-29-08.  
Linear loading rate of 2.7 gals/dof ft

Descriptive Notes: Perched on Glacial Till  
Glacial Till

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of CAC 3701-29-08.  
The Design and the Reliance General Health District will select the final loading rates used to design the sewage system.



Site and Soil Evaluation for Sewage Treatment and Dispersal

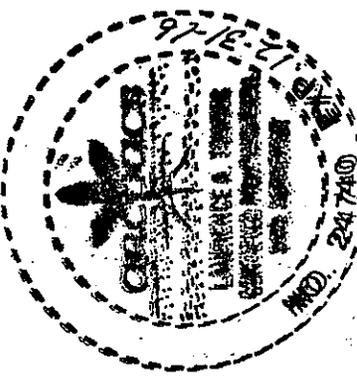
County: Delaware Land Use / Vegetation: Grassland  
 Township / Sec.: Hartford Rd Landform: Glaciated Upland  
 Property Address/Location: Directly East of Sunbury Real Estate and Position on Landform: Side of knoll  
 Applicant Name: United Country Services, and Percent Slope: 2 to 4  
 Address: and Auction services, and Shape of Slope: Linear + Convex  
 Phone #: 140 965-1208 and 614-221-4286 Date: 2-22-16  
 Lot #: 0 Evaluator: Larry Tojares Certification Stamp or Certification #: Fournier A. Tojares  
 Test Hole #: 2 Sunbury, OH 43074 Phone #: 740 265-3254  
 Latitude/Longitude: \_\_\_\_\_ Method: Pit Auger Probe  
4 Bedroom Home

Soil Profile	Estimating Soil Saturation				Estimating Soil Permeability								
	Horizon	Depth (inches)	Matrix Color	Munsell Color (hue, value, chroma)	Redoximorphic Features		Structure		Other Soil Features				
					Concentrations	Depletions	Class	Approx. % Clay		Approx. % Fragments	Grade	Size	Type (shape)
Ap	0-9	10YR 4/3				Sil	20	-	3	F+M	Gr	Fr	
Bt1	9-13	7.5YR 5/6			30% <sup>0</sup> 10YR 5/2	SicL	30	-	2	F+M	Sbk	Fi	
Bt2	13-20	10YR 5/6			25% <sup>0</sup> 10YR 5/2	SicL	35	-	2	M	Sbk	Fi	
Bt3	20-29	10YR 4/2			25% <sup>0</sup> 10YR 5/2	SicL	35	Few	2	M+Co	Sbk	Fi	
Bc	29-41	10YR 4/2			30% <sup>0</sup> 10YR 5/2	Cl	35	Few	1	VCo	Sbk	Fi	
Cd	41-52	10YR 4/2			10% <sup>0</sup> 10YR 5/2	Cl	30	5	0		M	VFi	

Limiting Conditions: \_\_\_\_\_  
 Perched Seasonal Water Table: 9  
 Apparent Water Table: \_\_\_\_\_  
 Highly Permeable Material: > 52  
 Bedrock: \_\_\_\_\_  
 Restrictive Layer: Glacial Till

Remarks / Risk Factors: Bennington Soil  
Perched on Glacial Till there could be agricultural subsurface  
drainage in this area.  
\* Loading rates based on system installed  
3 inches below the soil surface with an  
operator.  
Basal loading rate of 0.8 gals/day/ft (BOD < 30  
mg/l) through (BOD) of OAC 3704-29-08.  
linear loading rate of 2.7 gals/day/ft (BOD < 30  
mg/l)

\* The Designer and the Developer include a complete site plan of site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3704-29-08.  
 General Health District will select the final loading rates used to design the square system.



**Site and Soil Evaluation for Sewage Treatment and Dispersal**

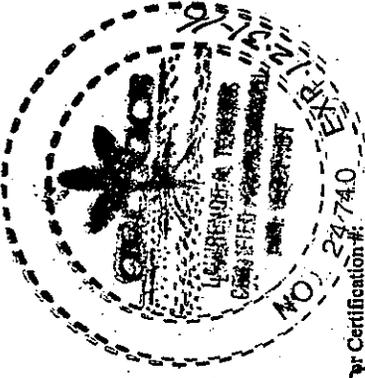
County: Delaware  
 Township / Sec.: Trenton  
 Property Address/Location: Hartford Rd. Directly East of Subway and United Country Real Estate and the and Auction Services and the Robert Weiler Co.  
 Applicant Name: Robert Weiler Co.  
 Address: 740 965-1208 and 614 221-4286  
 Phone #: 740 965-1208 and 614 221-4286  
 Lot #: 1  
 Test Hole #: 1  
 Latitude/Longitude: \_\_\_\_\_  
 Method: Pit  Auger  Probe

Land Use / Vegetation: Crop land upland  
 Landform: Glaciated upland  
 Position on Landform: Side of knoll  
 Percent Slope: 1 to 3  
 Shape of Slope: Linear

Date: 2-22-16  
 Evaluator: Larry Torner  
 Signature: Larry Torner  
 Address: 311 St. Rt. 614  
 Phone #: Suburgott 430244  
 Certification Stamp or Certification #: 24740  
 Signature: Sumner A. Torner  
 Phone #: 240 965-3254  
4 Bedroom House

Soil Profile		Estimating Soil Saturation				Estimating Soil Permeability				Other Soil Features	
Horizon	Depth (Inches)	Munsell Color (hue, value, chroma)	Redoximorphic Features		Class	Texture		Structure		Consistence	Other Soil Features
			Matrix Color	Concentrations		Depletions	Approx. % Clay	Approx. % Fragments	Grade		
Ap	0-8	10YR 4/2	10YR 5/6		Sil	2D	—	F+M	Gr	Ff	
Btg	8-14	55% 10YR 6/2	10YR 5/4		SicL	30	—	M	Sbk	Fi	
Bt1	14-26	40% 10YR 5/2	10YR 5/6	40% 10YR 6/2	SicL	35	—	M+Co	Sbk	Fi	
Bt2	26-46	45% 10YR 5/2	10YR 5/6	45% 10YR 5/2	SicL	35	Few	Co	Sbk	Fi	
Bc	46-50	40% 10YR 4/2	10YR 5/4	40% 10YR 5/2	SicL	35	Few	VCo	Sbk	Fi	
Cd	50-57	20% 10YR 4/2	10YR 4/4	20% 10YR 5/2	CL	30	5		M	VFi	
The Cd horizon has 10YR 6/2 fracture faces with 10YR 8 borders											
Limiting Conditions		Depth to (in.)		Remarks / Risk Factors:							
Porch Seasonal Water Table		3		Beneath Soil Till these are toward the center drain							
Apparent Water Table				As slope from the field, this table could be							
Highly Permeable Material		>57		destructional subsurface drains in this area							
Bedrock				Loading rates based on system installed							
Restrictive Layer		50		2 inches below the soil surface with an							

\* The Designer and the Delaware General Permeability Generator (B1) through (B4) of OAC 3701-29-08. Basal loading rate of 0.8 gals/del ft<sup>2</sup> (BOD < 30 mg/l) health District will select the final loading rates used to design the sewage system. Linear loading rate of 2.7 gals/del ft.



Site and Soil Evaluation for Sewage Treatment and Dispersal

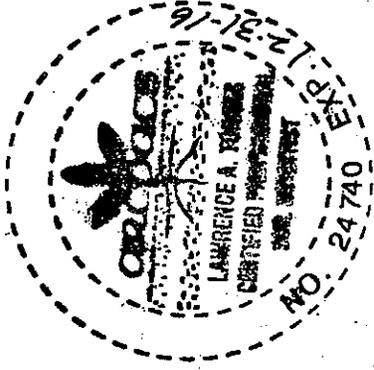
County: Delaware Land Use / Vegetation: Cropland  
 Township / Sec.: Frazer Landform: Glaciated Upland  
 Property Address/Location: Hartford Rd Position on Landform: Lower side slope of knoll  
 Applicant Name: Disalty East of Symbury Percent Slope: 1 to 2  
 Address: United Country Real Estate Shape of Slope: Linear  
and Auction Services and the  
Robert Walter Co.  
 Phone #: 740 965-1208 and 614 221-4286 Date: 2-22-16 Certification Stamp or Certification #: 24740  
 Lot #: 72 Evaluator: Harry Tome Signature: Harry A. Tome  
 Test Hole #: 72 Suburb: OH 43074 Phone #: 740 965-3254  
 Latitude/Longitude: \_\_\_\_\_ Method:  Pit  Auger  Probe  
4 Bedroom House

Soil Profile	Estimating Soil Saturation				Estimating Soil Permeability						
	Horizon	Depth (inches)	Munsell Color (hue, value, chroma)		Class	Texture		Structure		Other Soil Features	
			Matrix Color	Redoximorphic Features		Approx. % Clay	Approx. % Fragments	Grade	Size		Type (shape)
Ap	0-8	10YR 4/5		S1L	20	-	2	FYM	GF	FR	
Btg	8-14	50Y 7/2		S1CL	30	-	2	FYM	SbH	FI	
Bt1	14-26	10YR 5/4	40Y 7/2 10YR 5/4	S1CL	35	-	2	M+Co	SbH	FI	
Bt2	26-46	10YR 5/4	40Y 7/2 10YR 5/4	S1CL	35	Few	2	Co	SbH	FI	
Bc	46-53	10YR 4/4	40Y 7/2 10YR 5/4	S1CL	35	Few	1	VCo	SbH	FI	
Cd	53-58	10YR 4/4	25Y 7/2 10YR 5/4	CL	30	Few	0		M	VFI	

Limfing Conditions: \_\_\_\_\_  
 Perched Seasonal Water Table: 8  
 Apparent Water Table: \_\_\_\_\_  
 Highly Permeable Material: > 58  
 Bedrock: \_\_\_\_\_  
 Restrictive Layer: 53  
 Remarks / Risk Factors: Condition soil  
Reached on Glacial Till  
up slope from the field. There are  
probably subsurface agricultural subsurface  
drains in this area.  
loading rates based on system installed  
2 inches below the soil surface with an aerator:  
Basal loading rate of 0.8 gals/day/ft<sup>2</sup> (0.5 gals/ft<sup>2</sup> < 30  
linear loading rate of 2.7 gals/day/ft<sup>2</sup> (1.7  
gals/day/ft<sup>2</sup>)  
 The Designer and the Delawate a complete site plan of the drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 9101-25-48.  
 General Health District will select  
 The final loading rates used to  
 design the sewage system



# Site and Soil Evaluation for Sewage Treatment and Dispersal



County: Delaware  
 Township / Sec.: Trenton  
 Property Address/Location: Hartford Rd.  
Directly East of Seabury  
 Applicant Name: United Country Real Estate and The  
Address: And Auction Services and the  
Robert Woiler Co.  
 Phone #: 740 965-1208 and 614 221-4286  
 Lot #: 9  
 Test Hole #: 2  
 Latitude/Longitude: \_\_\_\_\_  
 Method:  Auger  Probe

Land Use / Vegetation: Crop land upland  
 Landform: Glaciated upland  
 Position on Landform: Side of knoll  
 Percent Slope: 2 to 4  
 Shape of Slope: Linear  
 Date: 2-20-16  
 Evaluator: Larry Turner  
 Signature: Larry Turner  
 Phone #: 740 965-3254  
4 Bedroom House

Certification Stamp or Certification #: \_\_\_\_\_

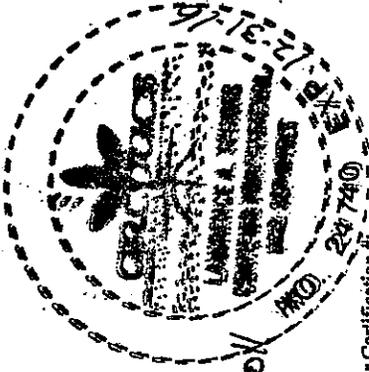
Soil Profile		Estimating Soil Saturation				Estimating Soil Permeability							
Horizon	Depth (inches)	Munsell Color (hue, value, chroma)		Redoximorphic Features		Class	Approx. % Clay	Approx. % Fragments	Grade	Structure		Other Soil Features	
		Matrix Color	Depletions	Concentrations	Texture					Size	Type (shape)		Consistence
Ap	0-10	10YR 7/3				Sil	20	—	2	FM	Gr	Ff	
Bt1	10-20	10YR 4/4				SicL	30	—	2	FM	Sbk	Fi	
Bt2	20-40	10YR 4/4	5% 10YR 5/6			SicL	35	Few	2	M+Co	Sbk	Fi	Few MN staining
Bc	40-49	10YR 5/4	15% 10YR 5/4			Cl	35	Few	1	Co	Sbk	Fi	Few MN staining
Cd	49-58	10YR 4/4	15% 10YR 5/4			Cl	30	Few	0	M	M	VFi	

Limiting Conditions	Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table	20	Perched on Glacial Till	Perched on Glacial Till. Loading rates based on system installed 4 1/2 inches below the soil surface with an aerator.
Highly Permeable Material	258	Glacial Till	Basal loading rate of 0.6 gpd/ft <sup>2</sup> (BOD < 30)
Bedrock	49		Linear loading rate of 2.4 gpd/ft <sup>2</sup> (BOD < 30)

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 9701-29-08.

\*The Designer and the Delaware General Health District will select the final loading rates used to design the sewage system.



# Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Delaware  
 Township / Sec.: Treaston  
 Property Address/Location: Hartford Rd. Directly East of Sunbury United Country Real Estate and Auction Services and the Robert Weiler Co. 740 965-1208 and 614 221-4286  
 Applicant Name: United Country Real Estate and Auction Services and the Robert Weiler Co.  
 Address: 740 965-1208 and 614 221-4286  
 Phone #: 740 965-1208 and 614 221-4286  
 Lot #: 10  
 Test Hole #: 1  
 Latitude/Longitude: \_\_\_\_\_  
 Method:  Auger  Pit  Probe

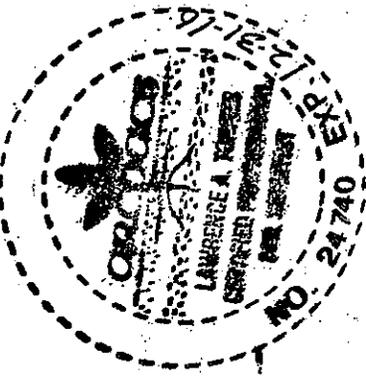
Land Use / Vegetation: Cropland  
 Landform: Glaciated Upland  
 Position on Landform: Upper Side Slope of knoll  
 Percent Slope: 2 to 4  
 Shape of Slope: Convex to linear

Date: 2-20-16  
 Evaluator: LARRY TORALOS  
 Signature: [Signature]  
 Phone#: 740 965-3254  
 Certification Stamp of Certification #: 24740

4 Bedroom house

Soil Profile	Estimating Soil Saturation				Estimating Soil Permeability				Other Soil Features	
	Horizon	Depth (inches)	Munsell Color (hue, value, chroma)		Class	Approx. % Clay	Approx. % Fragments	Structure		
			Matrix Color	Redoximorphic Features				Grade		Size
Ap	0-10	10YR 3/4		2.5Y 7/1	2	20	—	FTM	GF	Fr
Bt1	10-22	10YR 4/1		5Y 7/2	2	30	—	FTM	Sbk	Fi
Bt2	22-32	10YR 4/1		2.5Y 7/1	2	35	—	M	Sbk	Fi
Bc	32-35	10YR 4/2		5Y 7/2	1	30	—	MxO	Sbk	Fi
Cd	35-41	10YR 4/1		5Y 7/2	0	30	—		M	Fi
C	41-73	10YR 4/2		5Y 7/2	0	20	—		M	Fi
Limiting Conditions: <u>Perched on Glacial Till</u> Perched Seasonal Water Table: <u>22</u> Apparent Water Table: <u>22</u> Highly Permeable Material: <u>223</u> Bedrock: <u>35</u> Restrictive Layer: <u>Glacial Till</u>										
Remarks / Risk Factors: <u>Outwash influenced Glacial Till Perched on Glacial Till leading to water issues posed on system. * Basal loading rate of 0.4 gpd/sq ft. BOD 730 liter loading rate of 2.8 gpd/sq ft. MPP 12</u>										

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.  
 \* The Designer and The Delaware General Health District will select the final loading rates used to design the sewage system.



**Site and Soil Evaluation for Sewage Treatment and Dispersal**

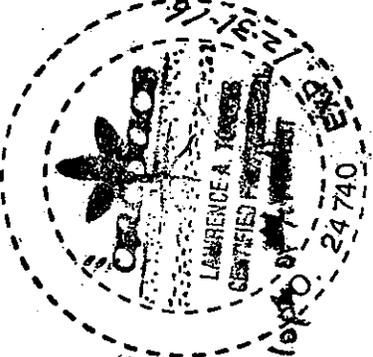
County: Delaware  
 Township / Sec.: Trenton  
 Property Address/Location: Harford Rd. Directly East of Sunbury and Country Real Estate and the United Country Services and the Robert Walters Co.  
 Applicant Name: United Country Services and the Robert Walters Co.  
 Address: 740 965-1208 and 614 221-4286  
 Phone #: 740 965-1208 and 614 221-4286  
 Lot #: 11  
 Test Hole #: 11  
 Latitude/Longitude: \_\_\_\_\_  
 Method:  Pit  Auger  Probe  
 Land Use / Vegetation: Crapland  
 Landform: Glaciated upland  
 Position on Landform: Side of knoll  
 Percent Slope: 2 to 3  
 Shape of Slope: Linear  
 Date: 2-20-16  
 Evaluator: Larry Jones  
 Signature: Larry Jones  
 Address: 811 St. Rt. 61 N Sunbury OH 43074  
 Phone#: 740 965-3254  
 Certification Stamp of Certification #: \_\_\_\_\_  
 Signature: Lawrence A. Jones  
 No. 24740 Exp. 12/31/10

4 Bedroom House

Soil Profile		Estimating Soil Saturation				Estimating Soil Permeability				Other Soil Features			
Horizon	Depth (inches)	Munsell Color (hue, value, chroma)		Redoximorphic Features		Class	Texture		Structure		Consistence	Other Soil Features	
		Matrix Color	Concentrations	Depletions	Approx. % Clay		Approx. % Fragments	Grade	Size	Type (shape)			
Ap	0-10	10YR 4/3				Sil	20	—	2	F+M	Gr	FF	
Bt1	10-18	10YR 4/4	10YR 5/4	4500 10YR 5/4		SICK	30	—	2	F+M	Sbk	Fi	
Bt2	18-32	10YR 5/4	10YR 5/4	4000 10YR 5/4		SICK	35	—	2	H+Co	Sbk	Fi	
Bc	32-48	10YR 4/4	10YR 5/4	4500 10YR 5/4		CL	30	Few	1	Co	Sbk	Fi	
Cd	48-56	10YR 4/4		2500 10YR 5/4		CL	30	Few	0		M	VEi	

Remarks / Risk Factors: Benxington Soil  
I recommend you install a drain system  
from the field. There could be a risk of  
subsurface drains in this area.  
loading rates based on system installed  
4 inches below the soil surface with  
an aerator;  
(B)(1) through (B)(4) of O.C. 3701-29-08.  
Basal loading rate of 0.8 gal/d/ft<sup>2</sup> (BOD < 30mg/L)  
linear loading rate of 2.7 gal/d/ft<sup>2</sup>

Descriptive Notes: Perched on Glacial Till  
Glacial Till  
 The Designer and the Delaware General Health District will select the final loading rates used to design the saw 0.00-0.25 to m.



**Site and Soil Evaluation for Sewage Treatment and Dispersal**

County: Delaware  
 Township / Sec.: Trenton  
 Property Address/Location: Hartford Rd  
 Applicant Name: Directly East of Sunbury  
 Address: United County Real Estate  
and Auction Services and The  
Robert Weiler Co.  
 Phone #: 740 965-1208 and 614 221-4286  
 Lot #: 11  
 Test Hole #: 2  
 Latitude/Longitude: \_\_\_\_\_  
 Method:  Pit  Auger  Probe

Land Use / Vegetation: Crop/land  
 Landform: Glaciated upland  
 Position on Landform: Slight Rise on lower side slope  
 Percent Slope: 7 to 3  
 Shape of Slope: Linear

Date: 2-20-16  
 Evaluator: Kerry Jarney  
 Signature: [Signature]  
 Phone#: 740 965-3254

Certification Stamp or Certification #: \_\_\_\_\_  
 Signature: [Signature]  
 Phone#: 740 965-3254

4 Bedroom House

Soil Profile		Estimating Soil Saturation				Estimating Soil Permeability				
		Munsell Color (hue, value, chroma)	Redoximorphic Features	Class	Texture	Structure	Other Soil Features			
Horizon	Depth (Inches)	Matrix Color	Concentrations	Depletions	Approx. % Clay	Approx. % Fragments	Grade	Size	Type (shape)	Consistence
Ap	0-9	10YR 3/3			20	-	2	Fm	Gr	Ff
Btg	9-17	60% 10YR 5/2	10YR 5/4		30	-	2	Fm	Sbk	Fi
Bt	17-32	10YR 4/4	10YR 5/4	45% 10YR 5/2	35	Few	2	Myc	Sbk	Fi
Bc	32-36	10YR 4/4		40% 10YR 5/2	30	5	1	Co	Sbk	Fi
Cd	36-51	10YR 4/4		75% 10YR 5/2	30	10	0	M	M	VI Fi

Remarks / Risk Factors: Condit soil  
Till Perched on Glacial  
Subsur face drains in this area  
loading rates based on system installed  
3 inches below the soil surface with an  
are to be  
Base loading rate of 0.8 gals/defect<sup>2</sup> (BOD < 30 mg/L)  
Linear loading rate of 2.2 gals/defect<sup>2</sup>

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.  
 The Designer and the Delaware General Health District will select the final loading rates used to design the sanitary sewer.



Doc ID: 009730260005 Type: OFF  
 Kind: EASEMENT  
 Recorded: 12/31/2012 at 11:10:09 AM  
 Fee Amt: \$52.00 Page 1 of 5  
 Workflow# 0000041747-0001  
 Delaware County, OH  
 Melissa Jordan County Recorder  
 File# 2012-00047838

BK **1181** PG **2295-2299**

Delaware County  
 The Grantor Has Complied With  
 Section 319.202 Of The R.C.  
 DATE 12/31/12 Transfer Tax Paid 0-  
 TRANSFERRED OR TRANSFER NOT NECESSARY  
 Delaware County Auditor By [Signature]

AMERICAN ELECTRIC POWER CO  
 850 TECH CENTER DR.  
 GAHANNA, OH 43230

**Line Name: TRENT VASELL**  
**Line No. TLN 380:OH001 Easement No. 7**

**RIGHT OF WAY AND EASEMENT**

**THIS RIGHT OF WAY AND EASEMENT**, made this 22 day of December, 2012, by and between **Eileen G. Meers**, widowed and not remarried, whose tax mailing address is c/o 2720 Airport Drive, Columbus, Ohio 43219, herein called "Grantor", whether one or more persons, and **AEP OHIO TRANSMISSION COMPANY, INC.**, an Ohio corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, herein called "Grantee".

**WITNESSETH:**

That in consideration of One and NO/100 Dollars (\$1.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, Grantor hereby grants, conveys, and warrants to the Grantee, its successors, assigns, lessees, tenants and licensees, a permanent right of way and easement, herein called "Easement", for electric transmission, distribution, and communication lines, in, on, over, under, through and across the following described lands of the Grantor, situated in the Township of Trenton, Delaware County, Ohio and being part of Section 2, Township 4, Range 16, U.S.M. Lands.

Grantor claims title by instrument recorded in Deed Volume 511, Page 208, of the Delaware County Recorder's Office.

Auditor/Key/Tax Number: 416-230-01-067.000

The right of way and Easement shall be more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof.

**GRANTOR ALSO GRANTS TO GRANTEE THE FOLLOWING RIGHTS:** Grantee has the right, now or in the future, to construct, reconstruct, operate, maintain, alter, inspect, patrol, protect, repair, replace, renew, upgrade, relocate within or along the centerline of the Easement, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, counterpoises, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement.

**GRANTOR FURTHER GRANTS TO GRANTEE** the right in Grantee's discretion to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at the Grantee's option, to remove from the Easement any and all trees, overhanging branches, vegetation, brush, or other obstructions. Grantee shall also have the right to cut down, trim, remove, and otherwise control trees, except for the use of herbicides and tree growth regulators, situated on lands of the Grantor which adjoin the Easement, when in the opinion of the Grantee those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or ingress or egress to, from or along the Easement.

**GRANTOR FURTHER GRANTS TO GRANTEE** the right in Grantee's discretion to remove buildings, structures, or other obstructions in the Easement when in the opinion of the Grantee those improvements may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or ingress or egress to, from or along the Easement.

**GRANTOR FURTHER GRANTS TO GRANTEE** the right of unobstructed access, at any and all times, over, across and along the Easement, and the right of ingress and egress to and from the Easement from a public road in, on, over and across existing future access roads and lanes and other reasonable routes outside the Easement across Grantor's adjoining land. In the event there is no existing access road or lane to the Easement, the Grantor will provide a mutually agreed upon reasonable ingress and egress route over the Grantor's lands, and any of the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted herein.

**THIS GRANT IS FURTHER SUBJECT TO THE FOLLOWING CONDITIONS:**

The Grantor reserves the right to cultivate, pasture or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. However, Grantor shall not place, construct, install, erect or permit any temporary or permanent building, structure, advertising device, sign, dumpster, light pole, swimming pool, well, storage tank, obstruction, or use or store any hazardous/flammable material within the Easement. No shed, road, driveway,

mounding, fill, excavation, water impoundment or tree plantings shall be permitted within the Easement without the written permission of the Grantee.

Grantee agrees to repair or pay the Grantor for damage to growing crops, fences, gates, field tile, drainage ways, drives, lawns, or structures caused by the Grantee in the exercise of the rights herein granted. Grantee further agrees to pay the prevailing market price for standing timber for any marketable trees cut down outside the Easement during construction or maintenance of Grantee's electric transmission, distribution, and communication lines.

The failure of Grantee to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

**GRANTOR**

Eileen G Meers  
(Signed Name)

Eileen G Meers  
(Print/Type Name)

N/A  
(Signed Name)

N/A  
(Print/Type Name)

STATE OF OHIO )  
 )  
COUNTY OF Franklin ) SS:

This Instrument was acknowledged before me on the 22<sup>nd</sup> day of  
December, 2012, by Eileen G. Meers, widowed and not remarried.



HAROLD E. IVERY JR.  
Notary Public, State of Ohio  
My Commission Expires May 31, 2014

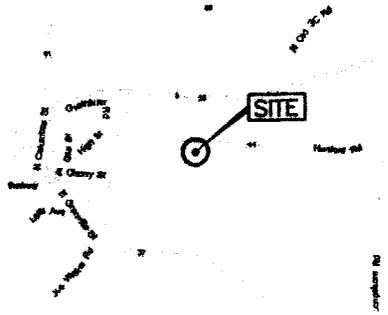
[Signature]  
Notary Public

Harold E. Ivery Jr  
Notary Public (Print/Type Name)

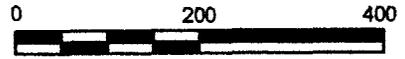
My Commission Expires: May 31, 2014

This instrument was prepared by AEP Ohio Transmission Company, Inc.  
**When Recorded Return To: AEP Ohio Transmission Company, Inc.**  
**Transmission Right Of Way, 700 Morrison Road, Gahanna, OH 43230.**

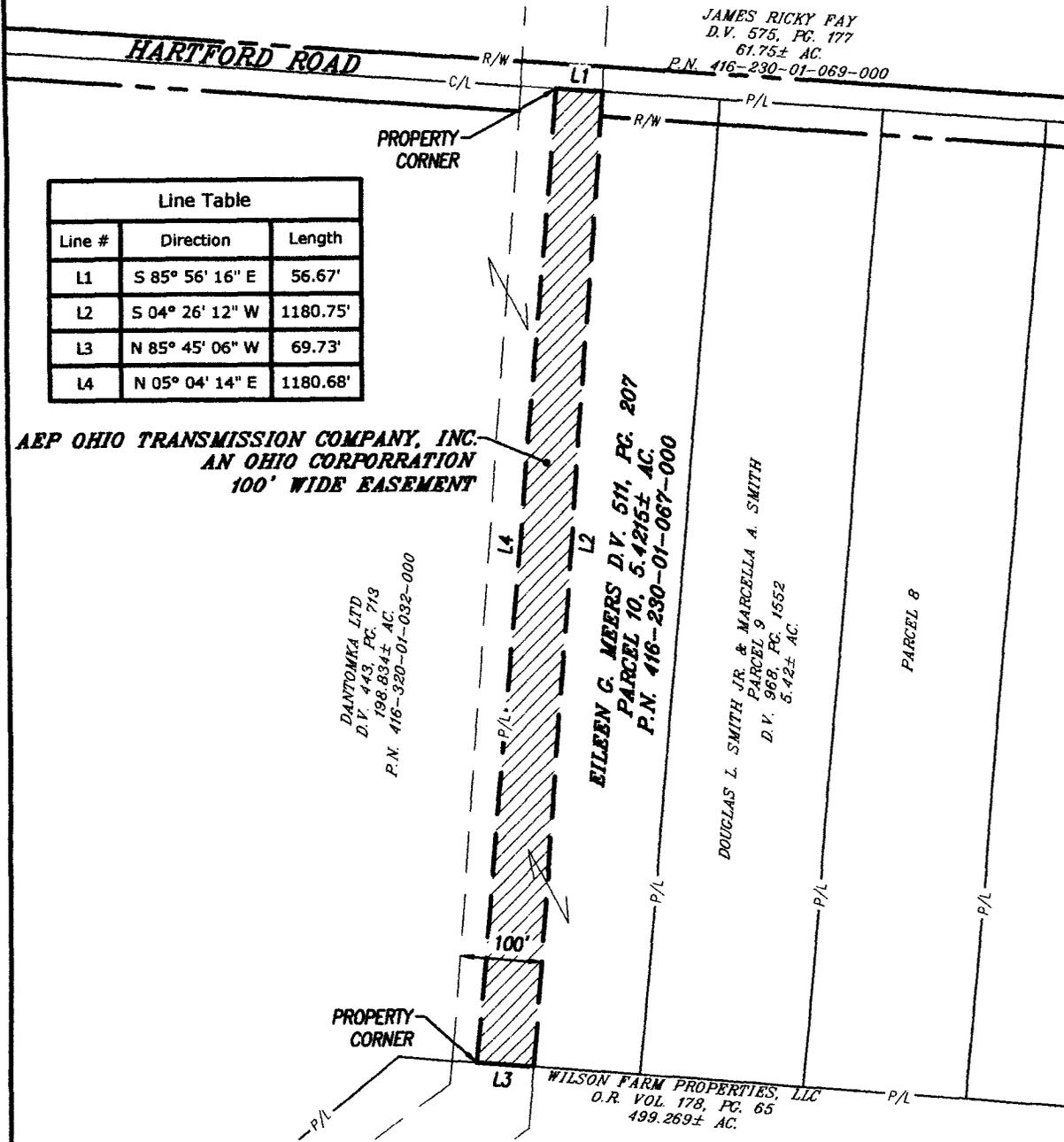
# EXHIBIT "A"



STATE OF OHIO  
 COUNTY OF DELAWARE  
 TRENTON TOWNSHIP  
 3RD QUARTER  
 TWP. 1, RANGE 11



SCALE 1 INCH = 200 FEET



Line Table		
Line #	Direction	Length
L1	S 85° 56' 16" E	56.67'
L2	S 04° 26' 12" W	1180.75'
L3	N 85° 45' 06" W	69.73'
L4	N 05° 04' 14" E	1180.68'

**AEP OHIO TRANSMISSION COMPANY, INC.**  
 AN OHIO CORPORATION  
 100' WIDE EASEMENT

DANTOMKA LTD  
 D.V. 443, PG. 713  
 798.83± AC.  
 P.N. 416-320-01-032-000

EILEEN G. MEERS D.V. 511, PG. 207  
 PARCEL 10, 5.4215± AC.  
 P.N. 416-230-01-067-000

DOUGLAS L. SMITH JR. & MARCELLA A. SMITH  
 PARCEL 9  
 D.V. 968, PG. 1552  
 5.42± AC.

WILSON FARM PROPERTIES, LLC  
 O.R. VOL 178, PG. 65  
 499.269± AC.

AEP W.O. # - 41500439-01  
 TEAM FISHEL W.O. # - 41500439 - TRENT

LINE NAME - TRENT - VASSELL  
 LINE NUMBER - TLN380:OH001  
 EASEMENT NUMBER - 7

THIS DOCUMENT WAS PREPARED BY THE FISHEL COMPANY FOR THE LIMITED USE OF AEP OHIO TRANSMISSION COMPANY, INC. AN OHIO CORPORATION TO IDENTIFY THE EASEMENT LOCATION AND IS NOT INTENDED TO REPRESENT AN ACCURATE SURVEY OF THE PROPERTY.



THE FISHEL COMPANY  
 1366 DUBLIN ROAD  
 COLUMBUS, OHIO 43215  
 (614) 850-4406

AEP OHIO TRANSMISSION COMPANY, INC.  
 AN OHIO CORPORATION

EASEMENT ACROSS THE LANDS OF  
 EILEEN G. MEERS  
 CONTAINING 1.713± ACRES

Drawn By: HRG	Checked By: LRM
Scale: 1" = 200'	Date: 10/4/2012
File Name: 11_0439-EX-MEERS.DWG	
Revision: - 10-24-2012	

HARTFORD ROAD

41 Ac.

12

5 Ac.

11

5 Ac.

10

5 Ac.

9

5 Ac.

7

8 Ac.

6

8 Ac.

5

8 Ac.

4

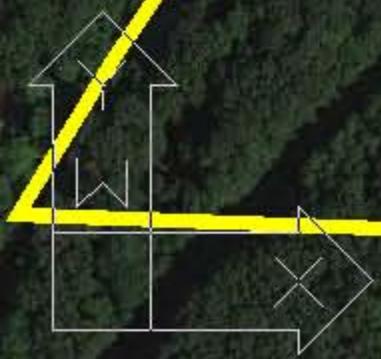
3  
5.421 AC.

2  
5.427 AC.

1  
5.430 AC.

8  
57 Ac.

SUBJECT  
TO  
SURVEY

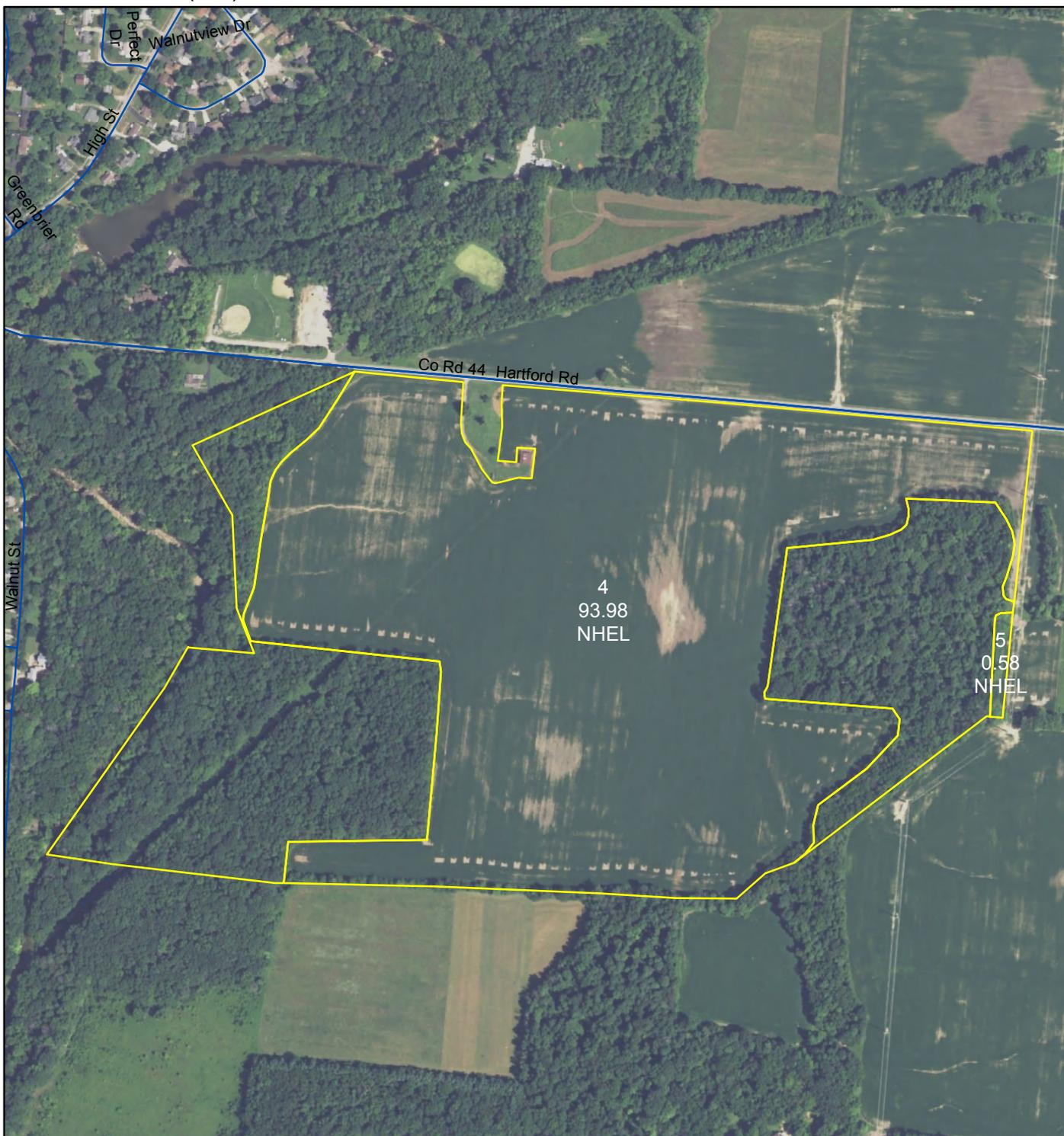




Delaware County Farm Service Agency  
 557 Sunbury Rd, Suite C  
 Delaware, OH 43015  
 Phone: (740) 363-3671  
 Fax: (855) 832-5981

Farm: 6076  
 Tract: 10420

Print Date: 2/29/2016



1 inch = 583 feet

All of the below are true unless otherwise indicated:

All crops=Non-Irrigated  
 All crops used for grain  
 Wheat=SRW  
 Corn=Yellow  
 Soybeans=COM

**Legend**

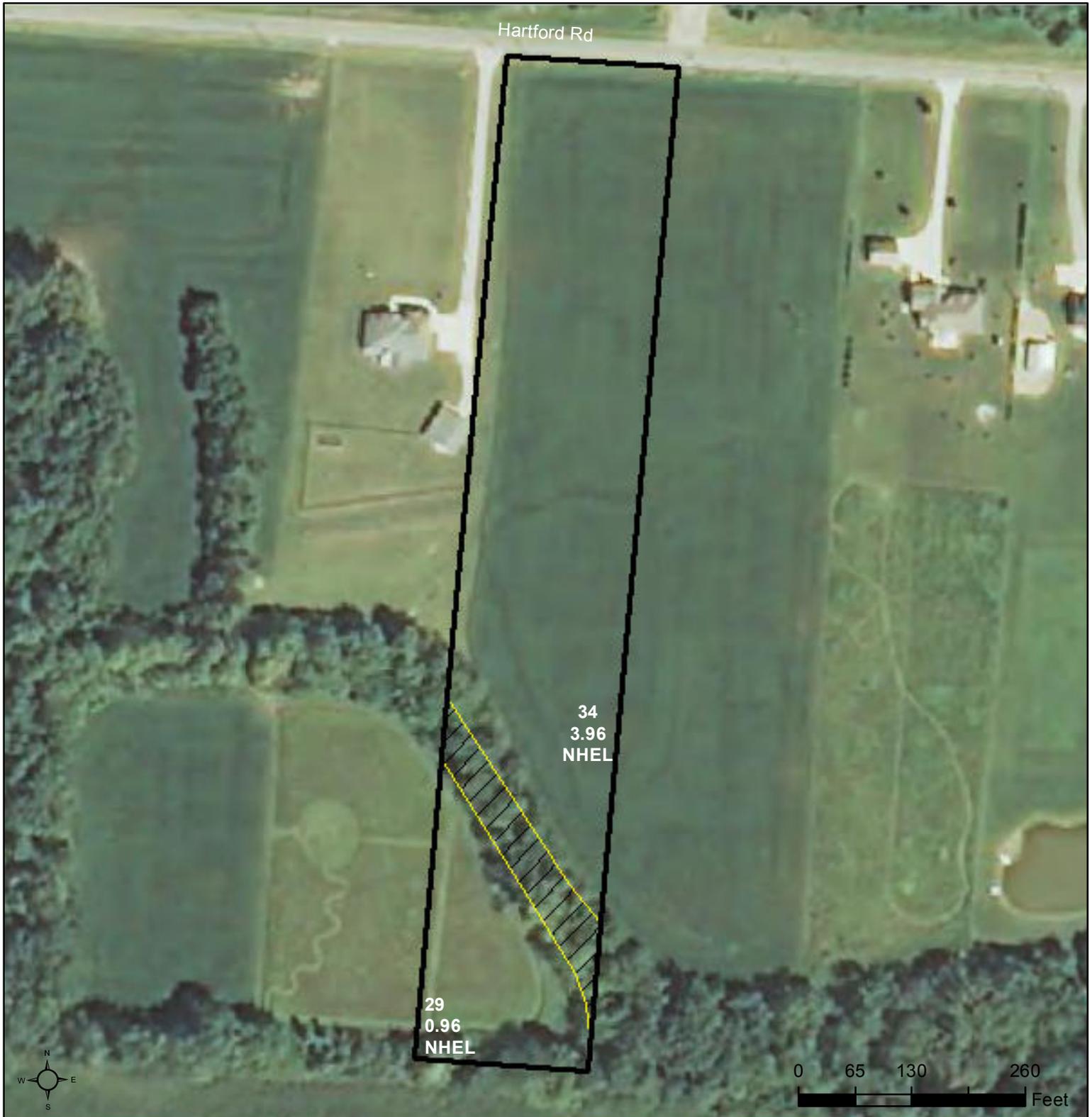
CLU Boundary

**Wetland Determination Identifiers**

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

- HEL** Highly Erodible Land Determination
- NHEL** Not Highly Erodible Land Determination
- UHEL** Undetermined Highly Erodible Land Determination
- CRP** Conservation Reserve Program

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the 2011 ortho rectified imagery for Ohio. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside of FSA Programs. Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations contact NRCS.



- Common Land Unit**
-  Cropland
  -  Non-cropland
  -  Conservation Reserve Program
- Wetland Determination Identifiers**
-  Restricted Use
  -  Limited Restrictions
  -  Exempt from Conservation Compliance Provisions
  -  Tract Boundary

**2015 Program Year**

Map Created January 12, 2015

**Farm 6076  
Tract 10421**



- Common Land Unit**
- Cropland
  - Non-cropland
  - Conservation Reserve Program
- Wetland Determination Identifiers**
- Restricted Use
  - Limited Restrictions
  - Exempt from Conservation Compliance Provisions
  - Tract Boundary

2015 Program Year  
Map Created January 12, 2015

Farm **6076**  
Tract **10422**

*Officers*

TIMOTHY D. McNAMARA  
*President*  
BRUCE A. BLACKSTON  
*Vice President*  
ROBERT W. JENKINS  
*Secretary*  
G. MICHAEL DICKEY  
*Treasurer*  
GLENN MARZLUF  
*General Manager/CEO*  
SHANE CLARK  
*Deputy General Manager*

**DEL CO**  
W A T E R C O M P A N Y

6658 OLENTANGY RIVER ROAD  
DELAWARE, OHIO 43015  
www.delcowater.com  
Phone (740) 548-7746 • Fax (740) 548-6203

*Directors*

WILLIAM E. COLE  
DOUGLAS D. DAWSON  
DAVID A. BENDER  
J. MICHAEL SHEETS  
BRIAN P. COGHLAN  
PERRY K. TUDOR

February 29, 2016

Chip Carpenter  
2295 Creek Road  
Sunbury, Ohio 43074

RE: DEL-CO Water Service- Hartford Road

Dear Mr. Carpenter:

Enclosed are the easements with exhibits that we discussed last Friday, February 12, 2016. One easement requires Ms. Meer's signature because she is the sole owner of the property. The other easement covers the Dantomka LTD parcels and requires the signature of an authorized representative. Both easements need to be signed in front of a Notary Public. Please be sure to avoid writing or making any marks in the margins of the easement as the Recorders office will not accept the easement if the margins have been compromised. A Notary is available in our Delaware County Administration office, if needed or I am available by appointment.

The enclosed easements with the original signatures need to be returned to Del-Co Water for filing prior to any of the lots being sold. Failure to do so will invalidate the easement.

Lots 3 through 12 would require a line extension in order for any prospective buyers to obtain service from Del-Co and therefore service will not be guaranteed to any of these lots. If any of the prospective buyers of these lots wish to obtain service from us, they should contact us as soon as possible and we will do our best to accommodate them and their schedule. Del-Co Water will not be involved in any waterline extensions to lots that are purchased for future subdivision or commercial developments beyond the lot splits shown on the attached exhibit.

If you or the future property owners have any questions, you may reach me by calling our office at 740-548-7746 or 1-800-521-6779 Extension 2247 or e-mail me at [dwolf@delcowater.com](mailto:dwolf@delcowater.com).

Sincerely,  
Del-Co Water Co., Inc.

  
David A. Wolf  
Engineering Supervisor