

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Florida 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 (6) 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.

IN WITNESS WHEREOF, Old Republic National 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.

Continued on back page

Issued through the Office of

**Land and Mortgage Title
Agency**
24 E. Gay Street
Columbus Ohio 43215


Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By




President

Attest

Secretary

ORT Form 4308

ALTA Commitment for Title Insurance 6/06

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 and Stipulations.
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 Stipulations 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/>.

Old Republic Title

Commitment Number: 13040031

SCHEDULE A

1. Effective Date: December 1, 2016 at 07:00 AM
2. Policy or Policies to be issued: Amount
 - (a) X Owner's Policy (ALTA Own. Policy (06/17/06)) \$ 1,900,000.00
Proposed Insured:
[REDACTED]
 - (b) X Loan Policy (ALTA Loan Policy (06/17/06))
Proposed Insured:
TBD, its successor and/or assigns, as their interest may appear
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:
Ashton Crossing Development, LLC, an Ohio limited liability company
Acquired title on January 8, 2013 in Official Record Volume 1620, Page 930.
5. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Old Republic Title

By: *Lee D. Reed*
Land and Mortgage Title

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Old Republic Title

Commitment Number: 13040031

SCHEDULE B

1. Requirements:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed, delivered and filed for record.

2. Schedule B of 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, interest, or claims that are 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 encroachments, encumbrance, violation, 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 therefore 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 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. Subject to any oil and/or gas leases, pipeline agreements, or other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. We do not affirmatively insure the quantity of acreage set forth in Exhibit "A".
9. The right of the public to use as a public highway that portion of the premises which falls within the limits of any legal highway.
10. AS TO PARCEL NO.041-02405-00: Taxes for the first half of 2015 in the amount of \$14,434.14 are paid. Taxes for the second half of 2015 in the amount of \$14,434.14 are partially paid with a balance due of \$4,124.04. Taxes for the year 2016 are undetermined and a lien, not yet due and payable.

Taxes are delinquent and on a payment plan, payment of \$2,062.02 per month.
Total due is \$4,124.04

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(13040031.PFD/13040031/117)

Commitment Number: 13040031

SCHEDULE B
(Continued)

Land \$420,000.00 Building \$0.00 Total \$420,000.00

NOTE: Insured herein is hereby notified that a change in the tax amount may be made by an increase or decrease in the valuation of these premises for tax purposes as a result of any complaint which may be filed to alter such valuation pursuant to Section 5715.19 of the Ohio Revised Code.

11. Assessments, if any, not yet certified to the County Auditor. None as of the date of the filing of the instrument creating insured's interest.
12. Easement granted to Ohio Bell Telephone Company, of record in Lease Reord Volume 39, page 526 and Lease Record Volume 39, page 527, Fairfield County, Ohio
13. Right of Way and Easement from W. Vernon Ashton and Jean Ashton to The Ohio Bell Telephone Company, dated January 12, 1962, filed for record February 14, 1962 and recorded in Deed Volume 310, page 46, Recorder's Office, Fairfield County, Ohio.
14. Easement from William Vernon Ashton and Jean Ashton to Columbus and Southern Ohio Electric Company dated February 14, 1966, filed for record February 21, 1966 and recorded in Deed Volume 345, page 386, Recorder's Office, Fairfield County, Ohio.
15. Easement from Sheraton-Pickerington Limited to Public Service Corporation dated July 3, 1978, filed for record November 20, 1978 and recorded in Deed Volume 485, page 620, Recorder's Office, Fairfield County, Ohio.
16. Road Right of Way Easement from Emerald City Investment Company, Ltd., LLC to City of Pickerington, Ohio dated July 14, 2002, filed for record December 9, 2002 and recorded in Official Record Book 1251, page 3431 and 3439, Recorder's Office, Fairfield County, Ohio.
17. Deed of Conservation Easement from Ashton Crossing, LLC to The City of Pickerington, Ohio, dated April 11, 2006, filed for record on September 1, 2006 in Official Record Volume 1440, page 3547, Fairfield County, Ohio.

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(13040031.PFD/13040031/117)

Old Republic Title

Commitment Number: 13040031

EXHIBIT A
PROPERTY DESCRIPTION

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

Situate in the Township of Violet now in the City of Pickerington, County of Fairfield, in the State of Ohio and being further described as:

Situated in Section 20, Township 16 North, Range 20 West Refugee Tract, and being a portion of a tract of land conveyed to William Vernon Ashton by Deed of Record in Deed Book 220, Page 481, Recorder's Office, Fairfield County, Ohio, and bounded and described as follows:

Beginning at a drill hole in the concrete base of a corner fence post at the intersection of the South limited access right-of-way line of Interstate 70 with the East line of said Ashton Tract, said drill hole being located 190.00 feet right of centerline station 75 plus 62.50 of Interstate Route 70, as shown upon sheet 12 of 18 of Ohio Department of Highways right-of-way plans for FAI-70-0.00 and LIC-70-O. 00; Thence S. 3° 46' 51" W. along a, portion of the East line of said Ashton Tract a distance of 862.14 feet to an iron pin in the center of a creek; Thence southwesterly with the center of said creek the following six (6) courses:

S. 86° 31' 40" W. a distance of 132.93 feet to a point,

S. 15° 08' 40" W. a distance of 172.35 feet to a point,

S. 28° 46' 20" W. a distance of 107.00 feet to a point,

S. 65° 09' 40" W. a distance of 81.20 feet to a point;

S. 45° 07' 40" W. a distance of 162.89 feet to a point;

And N. 70° 28' 20" W. a distance of 79.28 feet to a point;

Thence S. 88° 53' 10" W. a distance of 208.46 feet to an iron pin at the Northwest corner of a 1.992 acre tract of land conveyed to Hannah J. Ashton by Deed of Record in Deed Book 348, Page 394, Recorder's Office, Fairfield County, Ohio; Thence S. 6° 23' 16" E. along a portion of the West line of said 1.992 acre tract a distance of 42.95 feet to an iron pin in the center of said creek at the Northeast corner of a 1.577 acre tract of land conveyed to Humble Oil and Refining Company by Deed of Record in Deed Book 361, Page 52, Recorder's Office, Fairfield County, Ohio; Thence S. 64° 11' 44" W. along the North line of said 1.577 acre tract a distance of 208.40 feet to an iron pin in the center of said creek at the Northwest corner of said 1.577 acre tract, said iron pin being in the new East right-of-way line of Ohio Route 256, and said iron pin being located N. 14° 12' 38" W. a distance of 25.00 feet from and iron pin located 115.00 feet right of centerline station 12 plus 25.00 of Ohio Route 256 as shown upon sheet 17 of 18 of said right-of-way plans; Thence N. 14° 12' 38" W. along the new East right-of-way line of Ohio Route 256 a distance of 68.97 feet to an iron pin located 115.00 feet right of centerline station 13 plus 25.00 of Ohio Route 256, said iron pin being at the south end of the limited access portion of Ohio Route 256;

Thence N. 8° 09' 56" W. along the new East limited access right-of-way line of Ohio Route 256 a distance of 324.91 feet to an iron pin located 115.00 feet right of centerline station 16 plus 64.59 of Ohio Route 256;

Thence N. 2° 07' 53" E. along the new East limited access right-of-way line of Ohio Route 256 a distance of 125.14 feet to an iron pin at the intersection of the new East limited access right-of-way line of Ohio Route 256 with the South limited access right-of-way line of Ramp "C" of Interstate Route 70, said iron pin being located 70.00 feet right of base line station 61 plus 50.00 of Ramp "C", as shown on Sheet 11 Of 18 of said right-of-way plans;

Thence N. 84° 28' 35" E. along the South limited access right-of-way line of Ramp "C" a distance of 168.79 feet to an iron pin located 70.00 feet right of base line station 63 plus 18.79 of Ramp "C";

Thence N. 72° 51' 14" E. along the South limited access right-of-way line of Ramp "C" a distance of 296.06 feet to an iron pin located 90.00 feet right of base line station 65 plus 74.90 Of Ramp "C";

Thence N. 36° 33' 02" E. along the South limited access right-of-way line of Ramp "C" a distance of 298.23 feet to an iron pin located 80.00 feet right of base line station 68 plus 31.01 of Ramp, "C";

Thence N. 22° 48' 18" E along the South limited access right-of-way line of Ramp C' a distance of 330.64 feet to an iron pin located. 70.00 feet right of base line station 71 plus 71.77 of Ramp 'C',

Thence N. 46° 57' 25" E along the South limited access right of way line of Ramp 'C' a distance of 332.41 feet to the place of beginning,

ALTA Commitment
Exhibit A

(13040031.PFD/13040031/117)

EXHIBIT A
(Continued)

Commitment Number: 13040031

Containing 13.052 acres of land more or less.

Parcel No 04I-02405-00

GENERAL WARRANTY DEED*

Ashton Crossing, LLC,¹ a limited liability company organized and existing under the laws of the State of Ohio, for valuable consideration paid, grants with general warranty covenants, to Ashton Crossing Development, LLC, whose tax-mailing address is 250 E. Broad Street, Suite 200, Columbus, OH 43215, the following REAL PROPERTY: Situated in the County of Fairfield in the State of Ohio and in the City of Pickerington:²

The legal description of the subject premises conveyed herein is set forth in "Exhibit A" attached hereto and incorporated herein by reference as if fully rewritten.

Subject to conditions, restrictions, easements, rights of way and other matters of record and further subject to delinquent taxes as well as assessments and taxes and assessments not yet due and payable which the grantee assumes as additional consideration for this conveyance.

Parcel No.: 041-02405.00

1220048

Prior Instrument Reference: Volume 1384 Page 1541 of the Deed Records of Fairfield County, Ohio.

IN WITNESS WHEREOF, Grantor has caused its corporate name to be subscribed hereto by Michael J. Johrendt, its Managing Member, thereunto duly authorized by resolution of all of its members, this 3rd day of January, 2013

Signed and acknowledged in presence of:

ASHTON CROSSING, LLC'

By: [Signature]
Michael J. Johrendt, Managing Member

State of Ohio County of Franklin ss.

BE IT REMEMBERED, That on this 3rd day of January, 2013 before me, the subscriber, a Notary Public in and for said state, personally came, Michael J. Johrendt, Managing Member, of the Grantor in the foregoing deed, and acknowledged the signing thereof to be his and its voluntary act and deed, pursuant to authority of all of its members.

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



Lawrence D. Goldbach
Notary Public, State of Ohio
My Commission Expires 08-01-2015

[Signature]

201300000568
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
01-08-2013 At 11:38 am.
DEED 54.00
OR Book 1620 Page 930 - 932
20-16-20 Pickerington

This instrument was prepared by:

JOHRENDT & HOLFORD
250 E. Broad Street, Suite 200
Columbus, OH 43215

- (1) Name of Grantor.
- (2) Description of land or interest therein, and encumbrances, reservations, and exceptions, taxes and assessments, if any.
- (3) Execution in accordance with Chapter 5301 of the Ohio Revised Code.

Auditor's and Recorder's Stamps

TRANSFERRED

JAN 08 2013

REAL ESTATE CONVEYANCE

FEE \$.....

EXEMPT # G.....

*See §§5302.05 and 5302.06 Ohio Revised Code.

[Signature]
County Auditor, Fairfield County, Ohio

[Signature]
County Auditor, Fairfield County, Ohio

EXHIBIT "A"

Situate in the Township of Violet now in the City of Pickerington, County of Fairfield, in the State of Ohio and being further described as:

Situated in Section 20, Township 16 North, Range 20 West, Refugee Tract, and being a portion of a tract of land conveyed to William Vernon Ashton by Deed of Record in Deed Book 220, Page 481, Recorder's Office, Fairfield County, Ohio, and bounded and described as follows:

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Thence S 3° 46' 51" W along a portion of the east line of said Ashton Tract a distance of 862.14 feet to an iron pin in the center of a creek; thence southwesterly with the center of said creek the following six (6) courses:

S 86° 31' 40" W a distance of 132.93 feet to a point; S 15° 08' 40" W a distance of 172.35 feet to a point; S 28° 46' 20" W a distance of 107.00 feet to a point; S 65° 09' 40" W a distance of 81.20 feet to a point; S 45° 07' 40" W a distance of 162.89 feet to a point; and N 70° 28' 20" W a distance of 79.28 feet to a point;

Thence S 88° 53' 10" W a distance of 208.46 feet to an iron pin at the northwest corner of a 1.992 acre tract of land conveyed to Hannah J. Ashton by Deed of Record in Deed Book 348, Page 394, Recorder's Office, Fairfield County, Ohio;

Thence S 6° 23' 16" E along a portion of the west line of said 1.992 acre tract a distance of 42.95 feet to an iron pin in the center of said creek at the northeast corner of a 1.577 acre tract of land conveyed to Humble Oil and Refining Company by Deed of Record in Deed Book 361, Page 525, Recorder's Office, Fairfield County, Ohio;

Thence S 64° 11' 44" W along the north line of said 1.577 acre tract a distance of 208.40 feet to an iron pin in the center of said creek at the northwest corner of said 1.577 acre tract, said iron pin being in the new east right-of-way line of Ohio Route 256, and said iron pin being located N 14° 12' 38" W a distance of 25.00 feet from and iron pin located 115.00 feet right of centerline station 12 plus 25.00 of Ohio Route 256 as shown upon sheet 17 of 18 of said right-of-way plans;

Thence N 14° 12' 38" W along the new east right-of-way line of Ohio Route 256 a distance of 68.97 feet to an iron pin located 115.00 feet right of centerline State 13 plus 25.00 of Ohio Route 256, said iron pin being at the south end of the limited access portion of Ohio Route 256;

Thence N 8° 09' 56" W along the new east limited access right-of-way line of Ohio Route 256 a distance of 324.91 feet to an iron pin located 115.00 feet right of centerline station 16 plus 64.59 of Ohio Route 256;

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Thence N 72° 51' 14" E along the south limited access right-of-way line of Ramp "C" a distance of 296.06 feet to an iron pin located 90.00 feet right of base line station 65 plus 74.90 of Ramp "C";

Thence N 36° 33' 02" E along the south limited access right-of-way line of Ramp "C" a distance of 298.23 feet to an iron pin located 80.00 feet right of base line station 68 plus 31.01 of Ramp "C";

Thence N 22° 48' 18" E along the south limited access right-of-way line of Ramp "C" a distance of 330.64 feet to an iron pin located 70.00 feet right of base line station 71 plus 71.77 of Ramp "C"; thence N 46° 57' 25" E along the south limited access right-of-way line of Ramp "C" a distance of 332.41 feet to the place of beginning, containing 13.052 acres of land more or less.

Parcel No.: 041-02405-00

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

BY CLT DATE 1-8-13

041-02405-00

Data For Parcel 0410240500

* 2016 taxes have not yet been calculated. Any amounts shown here represent unpaid charges from prior years.

Tax Data

Parcel: 0410240500
Owner: ASHTON CROSSING DEVELOPMENT LLC
Address: 0 REYNOLDSBURG-BALTIMORE RD NW



[+] Map this property.

Change Tax Year: 2016

Property Tax

	Tax Year 2016 Payable 2017	
	First Half	Second Half
Gross Charge:	\$0.00	\$0.00
Reduction Factor:	\$0.00	\$0.00
10% Rollback:	\$0.00	\$0.00
2.5% Homesite Rollback:	\$0.00	\$0.00
Homestead Reduction:	\$0.00	\$0.00
Special Assessments:	\$0.00	\$0.00
CAUV Recoupment:	\$0.00	\$0.00
Penalties And Adjustments:	\$0.00	\$0.00
Subtotals:	\$0.00	\$0.00
Prior Charges:		\$4,124.04
Full Year Total:		\$14,434.14
Payments:		(\$10,310.10)
Half Year Due:	\$4,124.04	<input type="button" value="Pay This Amount"/>
Full Year Due:	\$4,124.04	<input type="button" value="Pay This Amount"/>

Special Assessments

Assessment: 1 of 1

Project Number: PTIF3 **Project Name:** CYCLE WAY
Amount Charged: \$0.00

Payments

Date	Amount
11/3/2016	(\$2,062.02)

PARID: 041-02405-00
 NBHD: 00735000
 ASHTON CROSSING DEVELOPMENT LLC

JUR: 000
 ROLL: RP_OH
 REYNOLDSBURG-BALTIMORE RD

Parcel

Address REYNOLDSBURG-BALTIMORE RD
 Unit
 Class C - COMMERCIAL
 Land Use Code 400 - C - COMMERCIAL VACANT LAND
 Tax Roll RP_OH
 Neighborhood 00735000 - COMM PICKERINGTON CORP
 Acres 13.05
 Taxing District 041
 District Name VI TWP-PI CORP PLSD
 Gross Tax Rate 121.1
 Effective Tax Rate 74.466664

Owner

Tax Year 2016
 Owner ASHTON CROSSING DEVELOPMENT LLC
 Address 250 E BROAD ST
 Notes COLUMBUS OH 43215

Tax Mailing Name and Address

Mailing Name 1 ASHTON CROSSING DEVELOPMENT LLC
 Mailing Name 2
 Address 1 250 E BROAD ST STE 200
 Address 2
 Address 3 COLUMBUS OH 43215
 Mortgage Company 9999
 Mortgage Company PAYMENT PLAN

Legal

Legal Desc 1 R 20 T 16 S 20 SW
 Legal Desc 2 ANNEXED 11-2-88
 Legal Desc 3 TIF
 Notes ADDRESS UPDATE FROM CA12

Taxes Charged

Tax Roll	Delq Taxes	1ST Taxes	2ND Taxes	Total
RP_OH			\$0.00	\$0.00

Taxes Due

Tax Roll	Delq Taxes	1ST Taxes	2ND Taxes	Total
RP_OH	\$4,124.04	\$0.00	\$0.00	\$4,124.04

Homestead Credits

Homestead Exemption
2.5% Reduction

NO
NO

LV 39

516

for Release See below

THE PLEASANTVILLE BANK } THIS LEASE MADE THIS 26TH DAY OF DECEMBER 1933 BY AND BETWEEN THE PLEASANTVILLE BANK OF
 TO } PLEASANTVILLE COUNTY OF FAIRFIELD AND STATE OF OHIO, PARTY OF THE FIRST PART, AND THE OHIO
 THE OHIO FUEL GAS CO. } FUEL GAS COMPANY, PARTY OF THE SECOND PART, WITNESSETH:

THAT SAID PARTY OF THE FIRST PART IN CONSIDERATION OF THE SUM OF ONE DOLLAR, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED AND OF THE RIGHTS AND COVENANTS HEREINAFTER CONTAINED, AND BY SAID PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS, TO DEED, AND PERFORMANCE, DOES HEREBY GRANT, REVOKE AND RELEASE TO SAID PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS, THE PREMISES DESCRIBED AS FOLLOWS: (BEING A PLOT OF LAND 10 FT X 15 FEET ON LOT 132 IN VILLAGE OF PLEASANTVILLE, OHIO AND THE SAME LAND AS NOW BEING USED FOR REGULATOR & METER PURPOSES:

FOR } TOWNSHIP OF PLEASANTVILLE, COUNTY OF FAIRFIELD, OHIO WITH THE RIGHT OF EGRESS AND ACCESS TO AND FROM THE SAID } TO HAVE AND TO HOLD THE SAME WITH THE APPURTENANCES, UNTO THE SAID PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS, FOR AND DURING THE TERM OF ONE YEAR FROM JANUARY 26th 1934 PAYING THEREFOR DURING THE SAID TERM, THE SUM OF TWELVE (\$12.00) DOLLARS PER YEAR, THE SAME TO BE PAID AT THE DISCRETION OF CASH AND EVERY YEAR THAT THE PREMISES HEREIN DESCRIBED SHALL BE OCCUPIED BY THE PARTY OF THE SECOND PARTY.

PAYMENTS DUE UNDER THIS LEASE MAY BE MADE BY CASH OR CHECK, TO THE PLEASANTVILLE BANK BY DEPOSIT TO THEIR ACCOUNT IN THE PLEASANTVILLE BANK OF PLEASANTVILLE, OHIO, OR BY CHECK MADE PAYABLE TO THEIR ORDER AND MAILED TO THEM AT PLEASANTVILLE, P.O. OHIO SAID PARTY OF THE SECOND PART SHALL HAVE THE RIGHT TO PLACE, OPERATE AND MAINTAIN ON THE PREMISES METER LEADS, REGULATORS, METERS AND ALL APPURTENANCES, NECESSARY TUBING TO CONTROL OR MEASURE SUCH SUPPLY OF NATURAL GAS AS SAID PARTY OF THE SECOND PART SHALL DECIDE TO PASS THROUGH, OVER AND ACROSS SAID PREMISES SO SAID PARTY THEREOF AND SAID PARTY OF THE SECOND PART SHALL HAVE THE RIGHT TO CONSTRUCT AND MAINTAIN SUCH BUILDING OR BUILDINGS OVER AND ABOVE SAID REGULATORS, METERS AND APPURTENANCES IF ANY SUCH BUILDING AND SHALL HAVE THE RIGHT TO REUSE THE SAME OR ANY PART THEREOF AT ANY TIME DURING THE TERM OF THIS LEASE OR AT THE TERMINATION OF THIS LEASE.

ALSO THE RIGHT TO CARE, MAINTAIN, OPERATE, REPLACE, REPAIR AND REMOVE THE NECESSARY PIPES FROM AND TO THE ABOVE DESCRIBED PREMISES. SAID PARTY OF THE SECOND PART SHALL HAVE THE RIGHT TO TERMINATE THIS LEASE, IF SAID PARTY SHALL HAVE THE RIGHT AND PRIVILEGE SO TO DO UPON THE PAYMENT OF THE SUM OF ONE DOLLAR (\$1.00) TO SAID PARTY OF THE FIRST PART. AND UPON THE TERMINATION OF THIS LEASE, ALL RIGHTS OF THE PARTIES HERETO SHALL BE RELEASED FROM ANY FURTHER LIABILITY OR ACCOUNT THEREOF.

THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE BINDING ON THE EXECUTORS, ADMINISTRATORS, LEGAL SUCCESSORS AND ASSIGNS AND ASSIGNS OF THE PARTIES HERETO.

IN WITNESS WHEREOF, SAID PARTIES HAVE HEREUNTO SET THEIR HANDS ON THE DAY AND YEAR FIRST ABOVE WRITTEN, SIGNED AND APPROVED IN PRESENCE OF:

BY: SIGLER } THE PLEASANTVILLE BANK, PLEASANTVILLE, OHIO
 R. W. HEISTON } S. B. PATTERSON, CASHIER

THE STATE OF OHIO COUNTY OF FAIRFIELD: SS:

NOTARILY ADOPTED BEFORE ME, NOTARY PUBLIC IN AND FOR SAID COUNTY, S. B. PATTERSON, CASHIER OF THE PLEASANTVILLE BANK, THE CORPORATE WHICH EXECUTES THE FOLLOWING INSTRUMENT, WHO ACKNOWLEDGES THAT HE IS SAID SAID INSTRUMENT AS OFFICER OR MEMBER OF SAID CORPORATION AND BY AUTHORITY OF ITS BOARD OF DIRECTORS AND THAT SAID INSTRUMENT IS THE TRUE AND CORRECT COPY OF THE PLEASANTVILLE BANK

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 26TH DAY OF DECEMBER

1933 }
 W. F. SEAL } S. B. PATTERSON
 } S. B. PATTERSON
 } NOTARY PUBLIC

RECEIVED JAN. 27th. 1934 at 9:45 A.M.

RELEASE The Ohio Fuel Gas Company, Lessee, having paid to Lessor all amounts due hereunder, and having elected to surrender the within lease and all its rights hereunder, does hereby surrender and cancel the same and hereby endorses its surrender hereon. In Witness Whereof, it has hereunto set its hand, this 22nd day of January A.D. 1934.
 WITNESS: Mildred Hughes }
 David Arthur } THE OHIO FUEL GAS COMPANY
 BY M. A. Titach }
 M. A. Titach, Vice President

This instrument was prepared by the Ohio Fuel Gas Company.
 Copied from the original lease on this the 15th day of January A.D. 1964.
 ATTEST: Rex M. Zollinger, R.F.C. }
 BY: [Signature] } Dep. R.F.C.

THE OHIO BELL TELEPHONE COMPANY
750 HURON ROAD CLEVELAND, OHIO

25115

In consideration of ONE AND 00/100 Dollars (\$1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, WE hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under and upon a strip of land see Exhibit A also across the property and/or along the highway adjoining the property which WE own, or in which WE have an interest, situated in the Township of Violet County of Fairfield, State of Ohio, known as 100.75 acres in Section 20, Township 16, Range 20 Refugee Lands and being the property of W. Vernon Ashton and Jean Ashton transferred September 26, 1948

and being the same premises of record in Deed Book 220, Page 481, of Fairfield County Records.

Said underground communication systems shall be constructed according to the following course: Within the boundaries of a strip of land as shown and delineated upon the attached plat or drawing marked Exhibit "A" and made a part hereof.

Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear and keep cleared said strip of all trees, roots, undergrowth and obstructions, the right to place and maintain surface route markers upon said strip and along fence lines or property lines upon land of the undersigned, and the right to carry in said underground communication systems the communication facilities of any other company. The Company shall promptly compensate the undersigned for all damages to growing crops, fences and drain tile caused by any of the operations which the Company is herein granted the right to perform. The undersigned may use the surface of said strip provided such use does not interfere with the Company's use of said easement.

IN WITNESS WHEREOF, WE have hereunto set our hand s, this 12th day of January, 19 62.

Signed and acknowledged
in the presence of:
Everett B. York
Neil P. Gilbert

W. Vernon Ashton
Jean Ashton, His Wife

STATE OF OHIO

COUNTY OF Fairfield ss

Before me, a Notary Public in and for said County, personally appeared W. Vernon Ashton and Jean Ashton 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 12th day of January, 19 62.



Neil P. Gilbert
Notary Public in and for
Fairfield County, Ohio.

THIS INSTRUMENT WAS
RECORDED IN DEED BOOK 220 PAGE 481

EASEMENT

VOL. 345 PAGE 386

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Grantor(s):

William Vernon Ashton and Jean Ashton, His wife

350 248

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, enlarge, repair, replace, remove, operate and maintain facilities, whether pole or underground, for the transmission and distribution of electric energy, together with all such facilities, including poles, wires, guys, guy stubs, conduits, manholes, fixtures and appurtenances, as it may require or deem proper therefor, and for the attachment and carrying of the wires and cables of other companies using energy in the conduct of their business, upon, across, in over and/or under the property and/or the highway, crossing the property situated in R20, T16, Sec 19-20 Fr. Survey, Refugee Lands in the Township of Violet, County of Fairfield and State of Ohio, and known as 129.05 acres, more or less, as the same is more particularly described in the deed dated 7-16-46 from Ruth Ashton to William Vernon Ashton and recorded in Deed Book 220, Page 481, Record of Deeds in Recorder's office, Fairfield County, Ohio.

96-57 752 12/29

Said lines shall be constructed according to the following course: Within the limits of a ten (10) foot strip of land situated West of and adjacent to the East property line of the above described property, and to extend from the center line of State Rt. 204 in a Northerly direction to a point in the North property line. Also, a five (5) foot strip of land situated South of and adjacent to the North property line and to extend from the East property line in a Westerly direction for a distance of approximately 1068 feet to a point approximately 182 feet East from the center of old existing State Rt. 256, with one (1) anchor West, and one (1) anchor South upon said property.

22 A

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 facilities of said line then the Company may and is hereby granted the right to relocate said facilities along 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 line, within the limits of the easement and within the limits of a strip of land five feet in width on each side, adjacent and parallel to the easement and to trim or cut, as mutually agreed, any trees that now interfere with the construction or reconstruction of said line.

The Company hereby agrees to pay for damages to the stock, crops, fences, or structures of the Grantor(s), done by the Company or its employees while engaged in the construction or maintenance of said transmission line.

The Company shall have the right of ingress to and egress from the site occupied or to be occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. It is specially provided, however, that the facilities of said lines shall be so located as not to interfere with the undersigned's ingress to and egress from said property, and the Grantor(s) shall have the right to use said right-of-way and easement for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted.

WITNESS our hand & this 14th day of February 19 66

Signed and acknowledged in the presence of

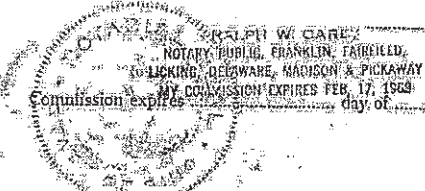
Hannah J. Ashton
Ralph W. Carey

William Vernon Ashton
Jean Ashton

STATE OF Ohio, Fairfield COUNTY, SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named William Vernon Ashton and Jean Ashton 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 14th day of February 19 66.



Ralph W. Carey Notary Public
in and for Fairfield County, Ohio

This instrument was prepared by COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY

0-248-292A5

9930-687

STATE OF _____ COUNTY, SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named

who acknowledged that _____ did sign the foregoing instrument and that the same is _____ free act and deed.

In WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 19____

Notary Public
in and for _____ County

Commission expires _____ day of _____, 19____

STATE OF _____ COUNTY, SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named

who acknowledged that _____ did sign the foregoing instrument and that the same is _____ free act and deed.

In WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 19____

Notary Public
in and for _____ County

Commission expires _____ day of _____, 19____

(The above form of acknowledgment is to be used if the Grantors are individuals.)

Handwritten: Mail Order + Invoice (2) Enclosures

Serial No. 95735 *Reg*
 Recorder's File No. _____

TO
**Columbus and Southern
 Ohio Electric Company**

**Right of Way and
 Easement**

Name _____
 Address _____
 Line _____
 Township _____
 County _____
 Date _____

TRANSFER NOT NECESSARY
 _____ County Auditor
RECEIVED
 at _____
 REC'D for _____
 RECORDED _____
 Record _____
 In Volume _____ Page _____
 _____ Recorder
 of _____ County, Ohio
 EXCEEDED TERM FOR RECORDING
 20-12-19
 24-15-48

STATE OF _____ COUNTY, SS:

Personally came before me, this _____ day of _____, 19____ the above named _____ and _____

to me known to be the _____ respectively of the above named corporation, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized to do so, and further did severally depose and say that they are such officers of said corporation and that the seal affixed to said instrument is the seal of said corporation.

Notary Public in and for _____

County _____

Commission expires _____ day of _____, 19____

(This acknowledgment is to be executed if the Grantor is a corporation.)

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that SHERATON-PICKERINGTON LIMITED, an Ohio Limited Partnership, with its principal office in Franklin County, Ohio, (hereinafter sometimes called "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by Public Service Corporation, an Ohio corporation having its principal office in Morrow County, Ohio (hereinafter sometimes called "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, an easement and right of way as described below for the construction, operation, maintenance, and repair and removal of one or more sewerage service lines and/or mains upon, over, across, through and under lands of Grantor situated in the Township of Violet, County of Fairfield and State of Ohio and more particularly described as follows:

Situated in the County of Fairfield, Township of Violet, State of Ohio, and lying in Section 20, Township 16 North, Range 20 West, Refugee tract, being more particularly described as follows:

Being two (2) 20 foot strips of land (Strip No. 1 and Strip No. 2), lying 10 feet on either side of the following described courses; said easement strip extending at angle points to intersect each other and also extending at the beginning point and point of termination to intersect the property lines;

Easement Strip No. 1 beginning at a point in a southerly line of said 13.052 acre tract and the north line of a 1.577 acre tract belonging to Humble Oil and Refining Company, as recorded in Deed Book 361, Page 525, Recorder's Office, Fairfield County, Ohio, said point being North 64°18'24" East, a distance of 18.92 feet from an iron pin in the easterly right-of-way line of State Route 256 and the southwest corner of said 13.052 acre tract and the northwest corner of said 1.577 acre tract;

Thence North 20°53'15" East, a distance of 73.75 feet to a point;

Thence North 61°58'42" East, a distance of 189.85 feet to a point;

Thence North 85°22'02" East, a distance of 276.15 feet to a point (this being the place of beginning for said Easement Strip No. 2);

Thence continuing with said Easement Strip No. 1, South 18°39'58" East, a distance of 47.21 feet to a point in a southerly line of said 13.052 acre tract and in a northerly line of a 5.29 acre tract belonging to William Vernon and Jean Ashton as recorded in Deed Book 220, Page 481, Recorder's Office, Fairfield County, Ohio, said Easement Strip No. 1 terminating at said lines, said point being North 45°19'20" East, a distance of 48.43 feet from an angle point in the southerly line of said 13.052 acre tract and the northerly line of said 5.29 acre tract;

Easement Strip No. 2 beginning at the point in Easement Strip No. 1 as noted in the description of said Easement Strip No. 1 as the place of beginning for said Easement Strip No. 2;

Thence North 34°33'02" East, a distance of 447.00 feet to a point;

Thence North 50°29'17" East, a distance of 203.35 feet to a point in the east line of said 13.052 acre tract and the west line of a 7.397 acre tract belonging to Knotsunbury, said Easement Strip No. 2 terminating at said lines, said point being North 3°53'20" East, a distance of 162.21 feet from an iron pin at a southeast corner of said 13.052 acre tract, said line easement containing 0.558 acres, more or less.

Partnership Filed 9/9/1978
Fairfield County
Registered by W. Leese, Clerk of Courts
Suzanne Smith, A.P.

TRANSFER
NOT NECESSARY

NOV 20 1978

James P. Laird
AUDITOR, FAIRFIELD COUNTY, OHIO

For Assign of Easement See Deed 061-551 Pg-646

Grantee hereby covenants and agrees that it shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's private roads or lanes on the lands and that it shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress, except for normal usage, or by any wrongful or negligent act or omission of it or of its agents or employees in the course of their employment.

Grantor reserves the right to use the easement for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the easement.

Grantor further grants to Grantee, its successors and assigns, a temporary construction easement and right of way as described below for the purpose of constructing the sewerage service lines and/or mains herein described and for access to the permanent easement granted herein for purposes of construction situated in the Township of Violet, County of Fairfield and State of Ohio and more particularly described as follows:

Situated in the County of Fairfield, Township of Violet, State of Ohio, and lying in Section 20, Township 16 North, Range 20 West, Refugee tract, being more particularly described as follows:

Being two (2) 80 foot strips of land (Strip No. 1 and Strip No. 2) lying 20 feet on the right side and 60 feet on the left side of said described courses, said easement strip extending at angle points to intersect each other and also extending at the beginning point and point of termination to intersect the property lines;

Easement Strip No. 1 beginning at a point in a southerly line of said 13.052 acre tract and the north line of a 1.577 acre tract belonging to Humble Oil and Refining Company, as recorded in Deed Book 361, Page 525, Recorder's Office, Fairfield County, Ohio, said point being North 64°18'24" East, a distance of 18.92 feet from an iron pin in the easterly right-of-way line of State Route 256 and the southwest corner of said 13.052 acre tract and the northwest corner of said 1.577 acre tract;

Thence North 20°53'15" East, a distance of 73.75 feet to a point;

Thence North 61°58'42" East, a distance of 189.85 feet to a point;

Thence North 85°22'02" East, a distance of 276.15 feet to a point (this being the place of beginning for said Easement Strip No. 2);

Thence continuing with said Easement Strip No. 1, South 18°39'58" East, a distance of 47.21 feet to a point in a southerly line of said 13.052 acre tract and in a northerly line of a 5.29 acre tract belonging to William Vernon and Jean Ashton as recorded in Deed Book 220, Page 481, Recorder's Office, Fairfield County, Ohio, said Easement Strip No. 1 terminating at said lines, said point being North 45°19'20" East, a distance of 48.43 feet from an angle point in the southerly line of said 13.052 acre tract and the northerly line of said 5.29 acre tract;

Easement Strip No. 2 beginning at the point in Easement Strip No. 1 as noted in the description of said Easement Strip No. 1 as the place of beginning for said Easement Strip No. 2;

Thence North 34°22'01" East, a distance of 447.00 feet to a point;

Last Transfer: Deed Book Volume 422, Page 377.

This easement is being conveyed for the purpose of permitting Grantee to construct, operate, maintain and repair and remove one or more sewerage service lines and/or mains for providing a sewage disposal service to the property of Grantor and to lands in the vicinity of the intersection of Interstate Highway 70 and Ohio State Route 256 in Violet Township, Fairfield County, Ohio, or as required by regulatory authority. Upon the failure of that purpose and in the event that the easement or easements granted hereby are no longer necessary for the accomplishment of sewage disposal service to said property and lands and the purposes stated herein have otherwise been accomplished, then the easement or easements granted hereby shall expire and any and all rights of the Grantee therein shall revert to the Grantor its successors and assigns.

Grantor further grants to Grantee:

(a) The right to grade the easement for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside of the easement to such extent as Grantee may find reasonably necessary;

(b) The right to support the one or more sewerage service lines and/or mains across ravines and watercourses with such structures as Grantee shall deem necessary; subject to approval of Grantor as to appearance of such structures;

(c) The right of ingress to and egress from the easement over and across the land of Grantor by means of roads and lanes thereon, if such exist, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend to any portion of the land which is isolated from the easement by any public road or highway now crossing or hereafter crossing the land; provided, further, that if any portion of the land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement, the right of ingress and egress on the portion shall be confined to such dedicated roads and highways; it is expressly understood and agreed that Grantee shall have the right of ingress to and egress from the property described above belonging to Grantor for the purpose of maintaining, repairing, and keeping the sewerage service lines and/or mains in usable condition at all times;

(d) The right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the easement and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the opinion of Grantee may be a hazard to the one or more sewerage service lines and/or mains, valves, appliances or fittings, by reason of the danger of falling thereon, or may interfere with the exercise of Grantee's rights hereunder; provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be burned or removed by Grantee;

(e) The right to install, maintain and use gates in all fences which now cross or shall hereafter cross the easement;

(f) The right to mark the location of sewerage service mains and/or lines by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement.

TO HAVE AND TO HOLD the said easement and right of way, with all the privileges and appurtenances thereunto belonging, unto said Grantee, its successors and assigns, forever.

Grantor, for itself, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, that it is lawfully seized of the premises described and shall remain so throughout the period during which this Deed of Easement and its accompanying obligations shall remain in force and effect, that the said premises are free and clear from all encumbrances whatsoever and that it will forever warrant and defend the same with the appurtenances unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever, except as noted herein.

Thence North 50°29'17" East, a distance of 203.35 feet to a point in the east line of said 13.052 acre tract and the west line of a 7.397 acre tract belonging to Knotsunbury, said Easement Strip No. 2 terminating at said lines, said point being North 3°53'20" East, a distance of 162.21 feet from an iron pin at a southeast corner of said 13.052 acre tract, said easement containing 2.128 acres, more or less.

Last Transfer: Deed Record Volume 422, Page 377.

This temporary construction easement is being conveyed for the purposes of access for construction and construction of the sewerage service lines and/or mains in the permanent easement granted herein. Upon the completion of construction of said sewerage service lines and/or mains this temporary construction easement shall be abandoned, the temporary construction easement granted hereby shall expire and all of the rights of the Grantee therein shall revert to the Grantor, its successors and assigns.

TO HAVE AND TO HOLD the said temporary construction easement and right of way, with all the privileges and appurtenances thereunto belonging, unto said Grantee, its successors and assigns.

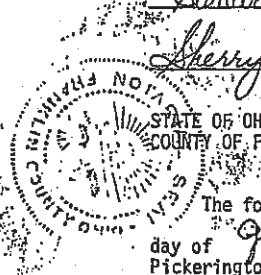
IN WITNESS WHEREOF, Sheraton-Pickerington Limited, Grantor, has caused this Deed of Easement to be executed by Barry Ackes its President, lawfully authorized in the premises, this 3rd day of July, 1978.

Signed and Acknowledged in The Presence Of:

SHERATON-PICKERINGTON LIMITED

Andra Wells
Sherry Johnston

By [Signature]
Its President



STATE OF OHIO : SS
COUNTY OF FRANKLIN:

The foregoing instrument was acknowledged before me this 3rd day of July, 1978 by the President of Sheraton-Pickerington Limited, an Ohio Limited Partnership, on behalf of the corporation.

Sandra K. Wells
SANDRA K. WELLS
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES DEC. 6, 1981
(Title)

ACKNOWLEDGEMENT AND ACCEPTANCE

Public Service Corporation hereby acknowledges receipt of the within easement and by acceptance hereof, agrees to the terms and conditions of the easement, including all obligations imposed upon Grantee by the within easement.

Date Oct 2, 1978 Neq
RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 8:31 O'CLOCK P.M.
RECORDED NOV-24-78
RECORD Deed VOLUME 485 PAGE 620

PUBLIC SERVICE CORPORATION
By Richard L. Blumck
Its president

NOV 20 1978

This Deed was prepared and drawn by: Charles S. DeRousie, Attorney at Law
52 East Gay Street
Columbus, Ohio 43216

RECORDED - FAIRFIELD COUNTY
LANCASTER, OHIO 43130

EVOL 485 PAGE 623

MAIC

ROAD RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to EMERALD CITY INVESTMENT COMPANY LTD, LLC, hereinafter referred to as "Grantor," by the CITY OF PICKERINGTON, OHIO, hereinafter referred to as "Grantee," the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successors and assigns, two perpetual easements with the right to construct, install, and lay a roadway, and thereafter use, operate, inspect, repair, maintain, replace, and/or remove said roadway over, across, and through the land of the Grantor situated in Fairfield County, State of Ohio. Said land being located in Section 20, Township 16, Range 20, Refugee Lands, and being a part of a 13.052 acre tract, as recorded in Deed Book 686, Page 117 of the Recorder's Office, Fairfield County, Ohio.

Permanent Easement: Said roadway and all appurtenances thereto to be constructed in the easements described in the attachments hereto, which are designated as Exhibits A and B.

Temporary Construction Easement: In addition to the above permanent easements granted, the Grantor grants unto Grantee the temporary construction easement designated in Exhibits A and B..

The construction easement described herein shall terminate after construction of the roadway within the permanent easement areas.

The grant and other provisions of these easements shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 19TH day of July, 2002.

EMERALD CITY INVESTMENT
COMPANY LTD, LLC

By: [Signature]

Michael J. Johrendt, Managing
(Printed Name/Title) Member

200200041259
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
12-09-2002 09:15 am.
RIGHT WAY 39.00
OR Book 1251 Page 3431 - 3438

20-16-20 Pickerington

STATE OF OHIO }
 } SS:
COUNTY OF FAIRFIELD }

BEFORE ME, a notary public in and for said county and state, personally appeared EMERALD CITY INVESTMENT COMPANY LTD, LLC, by its duly authorized representative, and that said instrument is his/her free act and deed, individually and as such representative, and the free and corporate act and deed of Emerald City Investment Company Ltd, LLC.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Fairfield County, Ohio, on this 14th day of July, 2002.

Andrea Wisner Arthurs

Notary Public, State of Ohio

TRANSFER
NOT NECESSARY

DEC 06 2002 *AK*

Barbara Curtiss
County Auditor, Fairfield County, Ohio

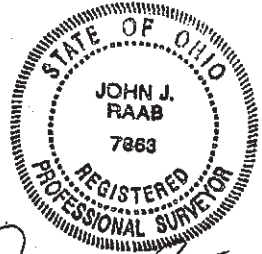
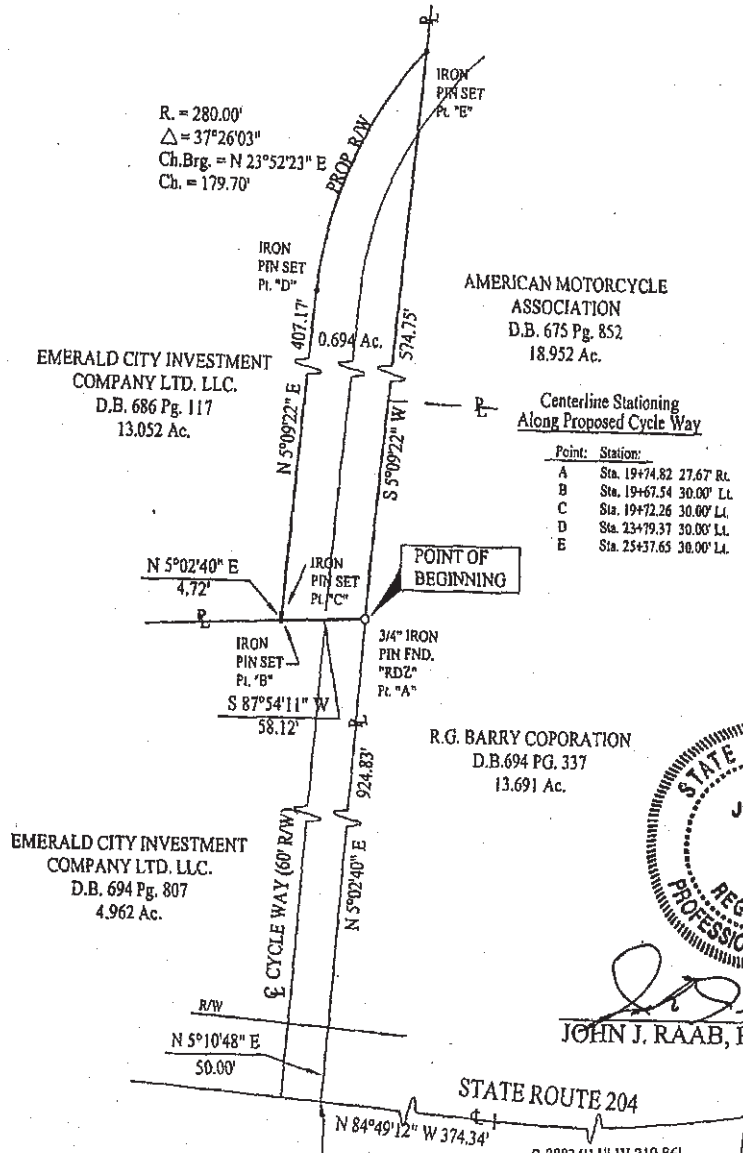
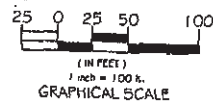
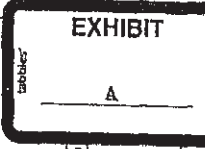


ANDREA WISNER ARTHURS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 10, 2003

Prepared by:
Robert E. Mapes
Pickerington Law Director
115 N. Center Street
Pickerington, Ohio 43147
Phone: (614) 837-1889

PLAT OF SURVEY

BEING PART OF A 13.052 ACRE TRACT OF RECORD IN DEED BOOK 686, PAGE 117, SITUATED IN SECTION 20, TOWNSHIP 16, RANGE 20, REFUGEE LANDS, IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, AND CITY OF PICKERINGTON.



John J. Raab
 JOHN J. RAAB, P.S. 7863

Unless noted otherwise, all references are to the Fairfield County Recorder's Office, Fairfield County, Ohio.

Note: Iron Pins Set are 5/8" O.D. Iron rebar 30" long, with a yellow cap stamped "P.S. 7863".

Bearings for this survey are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings from coordinates of monuments established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment. The bearing between Franklin County Monuments "FCGS 2215" and "FCGS 2216" determined as being S 86°29'49" E.

I hereby certify this plat was made by using field measurements from an actual field Survey conducted in April 2001, and is in conformance with the Minimum Standards for Boundary Surveys in the State of Ohio.

BEGINNING FOR REFERENCE
 S.E. CRN.
 S.W. 1/4 SECT. 20

5 December, 2001

RAAB SURVEYING

P.O. BOX 128
 Pickerington, Ohio 43147

CYCLE WAY
Emerald City Investment Company Ltd. LLC. to the City of Pickerington
0.694 Acres

Situated in the State of Ohio, County of Fairfield, City of Pickerington, being located in Section 20, Township 16, Range 20, Refugee Lands, being a part of a 13.052 acre tract conveyed to Emerald City Investment Company, Ltd. LLC. by deed of record in Deed Book 686, Page 117, all references are to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Commencing at the southeast corner of the Southwest Quarter of Section 20, also being the southwesterly corner of Summerfield Part 2 subdivision as shown of record in Plat Book 11, Page 51-53,77;

Thence N 05°11'00" E a distance of 1502.56 feet along the westerly line of said subdivision to the northwesterly corner of said subdivision at Sta. 15+23.34 in the centerline of survey and construction for State Route 204 as documented in the Ohio Department of Transportation Plans FAI-204-00.00 sheet 15;

Thence westerly a distance of 220.35 feet along the centerline of said road and along a curve to the right having a radius of 954.93 feet through a central angle of 13°13'15" in which the chord bears S 88°34'11" W, a distance of 219.86 feet to Sta. 12+81.83;

Thence N 84°49'12" W a distance of 374.34 feet continuing along the centerline of said road to Sta. 9+07.49 (centerline of survey and construction for State Route 204 as documented in the Ohio Department of Transportation Plans FAI-256-00.32 / FIA-70-1.14 sheet 131;

Thence N 05°10'48" E a distance of 50.00 feet crossing said road to the existing northerly right of way line of said road also being the southwesterly corner of a 13.691 acre tract conveyed to the R.G. Barry Corporation by deed of record in Deed Book 694, Page 337 and the southeasterly corner of a 4.962 acre tract conveyed to the Emerald Investment Company Ltd. LLC. by deed of record in Deed Book 694, Page 807 (Sta. 9+07.49 S.R. 204, 50.00 feet Left and Sta. 10+49.93 proposed Cycle Way, 27.67 feet right);

Thence N 05°02'40" E a distance of 924.83 feet along the westerly line of a 13.691 acre tract conveyed to R.G. Barry Corporation by deed of record in Deed Book 694, Page 337, also being the easterly line of a 4.962 acre tract conveyed to the Emerald Investment Company LTD. LLC. by deed of record in Deed Book 694, Page 807 to a ¾" capped iron pipe found (RDZ) (Sta. 19+74.82 proposed Cycle Way, 27.67 feet right) and the TRUE PLACE OF BEGINNING for the tract herein being described;

Thence S 87°54'11" W a distance of 58.12 feet along the northerly line of said 4.962 acre tract, also being the southerly line of said 13.052 acre tract to an iron pin set (Sta. 19+67.54 proposed Cycle Way 30.00 feet Left) in the proposed westerly right of way line of said road;

Thence N 05°02'40" E a distance of 4.72 feet along said proposed right of way line through said 13.052 acre tract to an iron pin set (Sta. 19+72.26 proposed Cycle Way, 30.00 feet Left);

Thence N 05°09'22" E a distance of 407.17 feet continuing along said proposed right of way line through said 13.052 acre tract to an iron pin set at a point of curvature (Sta. 23+79.37 proposed Cycle Way, 30.00 feet Left);

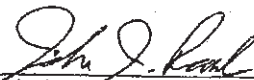
Thence northeasterly along a curve to the right having a radius of 280.00 feet through a central angle of 37°26'03" in which a chord that bears N 23°52'23" E, a distance of 179.70 feet along said proposed right of way line through said 13.052 acre tract to an iron pin set (Sta. 25+37.65 proposed Cycle Way, 30.00 feet Left) in the easterly line of said 13.052 acre tract also being the westerly line of an 18.952 acre tract conveyed to the American Motorcycle Association by deed of record in Deed Book 675, Page 852;

Thence S 05°09'22" W a distance of 574.75 feet along the easterly line of said 13.052 acre tract, the westerly line of said 18.952 acre tract and the westerly line of said 13.691 acre tract to the TRUE PLACE OF BEGINNING containing 0.694 acres more or less.

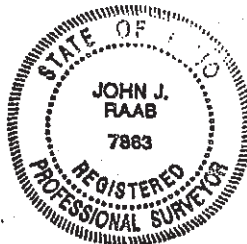
Iron pins set are yellow capped 30 inch long iron reinforcing bars stamped "P.S. 7863"

Bearings are based upon the Ohio State Plane Coordinate System as per NAD83. Control for bearings from coordinates of monuments established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment. The bearing between Franklin County monuments "FCGS 2215" and "FCGS 2216" determined as being S 86°29'49" E.

This description was prepared by Raab Surveying in November 2001, and is based on an actual field survey by the same in April 2001.


 John J. Raab, P.S. 7863

12/14/01
 Date



TEMPORARY RIGHT OF WAY EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That **Emerald City Investments, Ltd., LLC**, the GRANTOR(s), for and in consideration of the sum of zero DOLLARS (\$0.00) to be paid by **CITY OF PICKERINGTON**, the GRANTEE, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever a temporary easement to exclusively occupy and use for Highway Purposes for the use and benefit of the City of Pickerington, which is more particularly described below:

**TEMPORARY EASEMENT
FOR CONSTRUCTION PURPOSES**

CYCLE WAY ROADWAY IMPROVEMENTS

Situated in the County of Fairfield, City of Pickerington, being a part of a 13.052 Acre tract conveyed to Emerald City Investment Company Ltd. LLC, by deed of record in Deed Book 686, Page 117 all references are to the Fairfield County Recorder's Office, Fairfield County, Ohio and being more particularly described as follows:

Being a strip of land 45.00 feet wide parallel and adjacent to the western Right-of-Way line of the Cycle Way Right-of-Way as previously described.

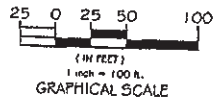
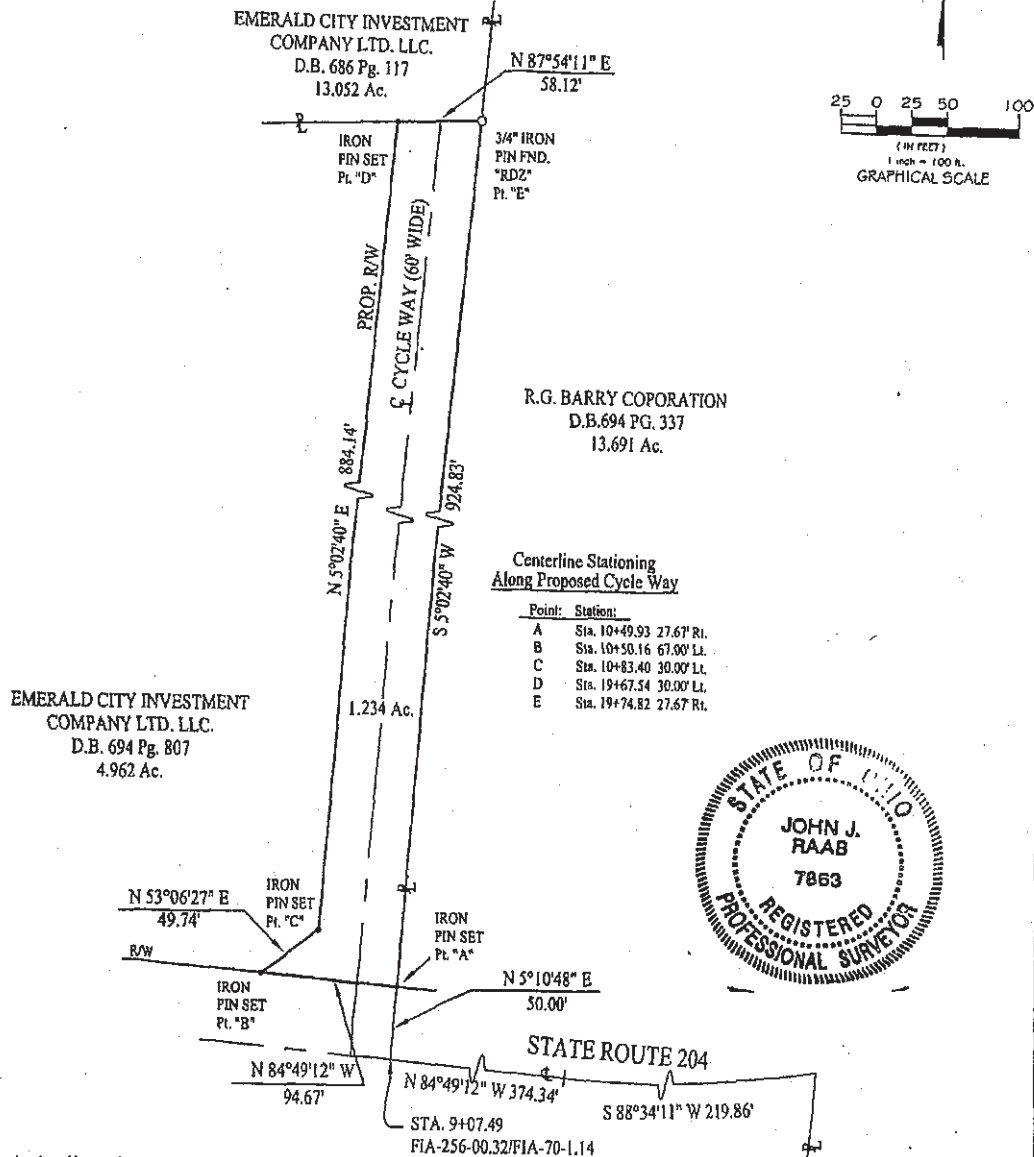
Said strip of land containing 0.606 acres of land, more or less.

The duration of the temporary easement herein granted to the Grantee is expected to be TWELVE (12) Months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors; provided however, because the progress of construction on any highway project is unpredictable, it is possible that Grantee will require additional time within which to complete the work to be performed on this temporary easement area.

OR 1251 PAGE 3436
PLAT OF SURVEY

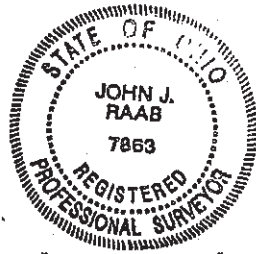
EXHIBIT
 B

BEING PART OF A 4.96 ACRE TRACT OF RECORD IN DEED BOOK 675, PAGE 852, SITUATED IN SECTION 20, TOWNSHIP 16, RANGE 20, REFUGEE LANDS, IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, AND CITY OF PICKERINGTON.



**Centerline Stationing
 Along Proposed Cycle Way**

Point	Station
A	Sta. 10+49.93 27.67' Rl.
B	Sta. 10+50.16 67.00' Ll.
C	Sta. 10+83.40 30.00' Ll.
D	Sta. 19+67.34 30.00' Ll.
E	Sta. 19+74.82 27.67' Rl.



Unless noted otherwise, all references are to the Fairfield County Recorder's Office, Fairfield County, Ohio.

Note: Iron Pins Set are 5/8" O.D. Iron rebar 30" long, with a yellow cap stamped "P.S. 7863".

Bearings for this survey are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings from coordinates of monuments established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment. The bearing between Franklin County Monuments "FCGS 2215" and "FCGS 2216" determined as being S 86°29'49" E.

I hereby certify this plat was made by using field measurements from an actual field Survey conducted in April 2001, and is in conformance with the Minimum Standards for Boundary Surveys in the State of Ohio.

BEGINNING FOR REFERENCE
 S.E. CORN.
 S.W. 1/4 SECT. 20

John J. Raab
 JOHN J. RAAB, P.S. 7863

5 December, 2001

RAAB SURVEYING
 P.O. Box 128
 Pickerington, Ohio 43147

TEMPORARY RIGHT OF WAY EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That Emerald City Investments, Ltd., LLC, the GRANTOR(s), for and in consideration of the sum of zero DOLLARS (\$0.00) to be paid by CITY OF PICKERINGTON, the GRANTEE, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever a temporary easement to exclusively occupy and use for Highway Purposes for the use and benefit of the City of Pickerington, which is more particularly described below:

**TEMPORARY EASEMENT
FOR CONSTRUCTION PURPOSES**

CYCLE WAY ROADWAY IMPROVEMENTS

**TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY
TO construct a roadway, sidewalk, drainage facilities and grading FOR UP TO 12 MONTHS FROM
DATE OF ENTRY BY GRANTEE**

Situated in the County of Fairfield, City of Pickerington, being a part of a 4.962 Acre tract conveyed to Emerald City Investment Company Ltd. LLC, by deed of record in Deed Book 694, Page 807 all references are to the Fairfield County Recorder's Office, Fairfield County, Ohio and being more particularly described as follows:

Being a strip of land 45.00 feet wide parallel and adjacent to the western Right-of-Way line of the Cycle Way Right-of-Way as previously described.

Said strip of land containing 0.955 acres of land, more or less.

The duration of the temporary easement herein granted to the Grantee is expected to be TWELVE (12), Months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors; provided however, because the progress of construction on any highway project is unpredictable, it is possible that Grantee will require additional time within which to complete the work to be performed on this temporary easement area.

CYCLE WAY
Emerald City Investment Company Ltd. LLC. to the City of Pickerington
1.234 Acres

Situated in the State of Ohio, County of Fairfield, City of Pickerington, being located in Section 20, Township 16, Range 20, Refugee Lands, being a part of a 4.962 acre tract conveyed to Emerald City Investment Company, Ltd. LLC. by deed of record in Deed Book 694, Page 807, all references are to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Commencing at the southeast corner of the Southwest Quarter of Section 20, also being the southwesterly corner of Summerfield Part 2 subdivision as shown of record in Plat Book 11, Page 51-53,77;

Thence N 05°11'00" E a distance of 1502.56 feet along the westerly line of said subdivision to the northwesterly corner of said subdivision at Sta. 15+23.34 in the centerline of survey and construction for State Route 204 as documented in the Ohio Department of Transportation Plans FAI-204-00.00 sheet 15;

Thence westerly a distance of 220.35 feet along the centerline of said road and along a curve to the right having a radius of 954.93 feet through a central angle of 13°13'15" in which the chord bears S 88°34'11" W, a distance of 219.86 feet to Sta. 12+81.83;

Thence N 84°49'12" W a distance of 374.34 feet continuing along the centerline of said road to Sta. 9+07.49 (centerline of survey and construction for State Route 204 as documented in the Ohio Department of Transportation Plans FAI-256-00.32 / FIA-70-1.14 sheet 131);

Thence N 05°10'48" E a distance of 50.00 feet crossing said road to an iron pin set in the existing right of line of State Route 204 being Sta. 9+07.49 S.R. 204, 50.00 feet Left and Sta. 10+49.93 proposed Cycle Way, 27.67 feet Right. Said iron pin being the southwesterly corner of a 13.691 acre tract conveyed to R.G. Barry Corporation by deed of record in Deed Book 694, Page 337 and the southeasterly corner of a said 4.962 acre tract, and the TRUE PLACE OF BEGINNING for the tract herein being described;

Thence N 84°49'12" W a distance of 94.67 feet along the existing right of way line of State Route 204 also being the southerly line of said 4.962 acre tract to an iron pin set in the proposed right of way line of Cycle Way. Said iron pin being at Sta. 8+12.82 S.R. 204, 50.00 feet Left and Sta. 10+50.16 Cycle Way, 67.00 feet Left;

Thence N 53°06'27" E a distance of 49.74 feet along the said proposed right of way line through said 4.962 acre tract to an iron pin set (Sta. 10+83.40 proposed Cycle Way, 30.00 feet Left);

Thence N 05°02'40" E a distance of 884.14 feet continuing along said proposed right of way line through said 4.962 acre tract to an iron pin set (Sta. 19+67.54 proposed Cycle Way, 30.00 feet Left) in the southerly line of a 13.052 acre tract conveyed to Emerald City Investment Company Ltd. LLC by deed of record in Deed Book 686, Page 117;


Thence N 87°54'11" E a distance of 58.12 feet along the northerly line of said 4.962 acre tract also being the southerly line of said 13.052 acre tract to a ½" capped iron pipe found (RDZ) (Sta. 19+74.82 proposed Cycle Way, 27.67 feet Right) in the westerly line of a 13.691 acre tract conveyed to R. J. Barry Corporation by deed of record in Deed Book 694, Page 337;

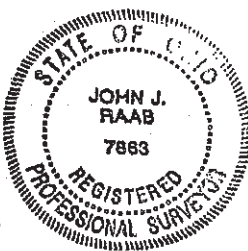
Thence S 05°02'40" W a distance of 924.83 feet along the easterly line of said 4.962 acre tract and westerly line of said 13.691 acre tract to the TRUE PLACE OF BEGINNING containing 1.234 acres more or less.

Iron pins set are yellow capped 30 inch long iron reinforcing bars stamped "P.S. 7863"

Bearings are based upon the Ohio State Plane Coordinate System as per NAD83. Control for bearings from coordinates of monuments established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment. The bearing between Franklin County Monuments "FCGS 2215" and "FCGS 2216" determined as being S 86°29'49" E.

This description was prepared by Raab Surveying in November 2001, and is based on an actual field survey by the same in April 2001.

 12/14/01
 John J. Raab, P.S. 7863 Date



STORMWATER RIGHT-OF-WAY EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to EMERALD CITY INVESTMENT COMPANY LTD, LLC, hereinafter referred to as "Grantor," by the CITY OF PICKERINGTON, OHIO, hereinafter referred to as "Grantee," the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successors and assigns, three perpetual easements with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove stormwater sewers over, across, and through the land of the Grantor situated in the City of Pickerington, County of Fairfield, and State of Ohio, said land being located in Section 20, Township 16, Range 20, Refugee Lands, being a part of a 4.962 acre tract conveyed to Emerald City Investment Company Ltd. LLC by deed of record in Deed Book 694, Page 807, Fairfield County Recorder's Office, Fairfield County, Ohio.


Permanent Easement: Said stormwater sewer easements and all appurtenances thereto to be constructed in the easements are described in the attachment hereto, which is designated as EXHIBITS A, B and C.

The rights granted herein shall not be construed to interfere with or restrict the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said stormwater sewer lines.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 19TH day of July, 2002.

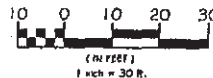
EMERALD CITY INVESTMENT
COMPANY LTD, LLC

By: 
Michael J. Johrendt, Managing
(Printed Name/Title) Member

11240
2006-07-19
11:00 AM

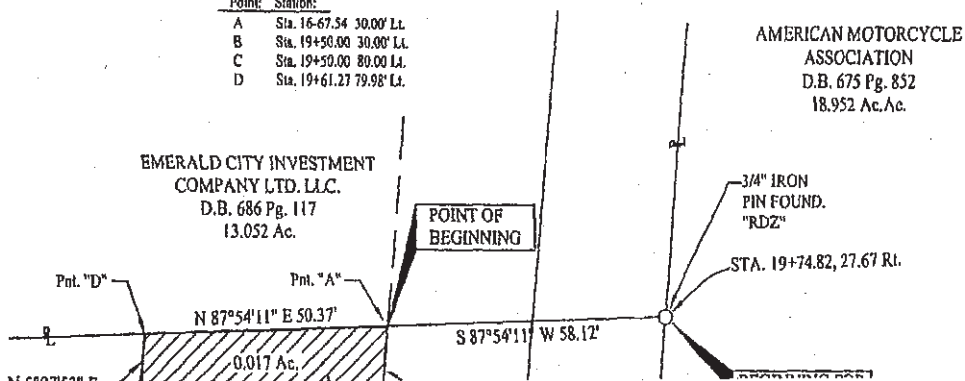
PLAT OF EASEMENT

BEING PART OF A 4.962 ACRE TRACT OF RECORD IN DEED
BOOK 694, PAGE 807, SITUATED IN SECTION 20, TOWNSHIP 16,
RANGE 20, REFUGEE LANDS, IN THE STATE OF OHIO, COUNTY
OF FAIRFIELD, AND CITY OF PICKERINGTON.



Centerline Stationing
Along Proposed Cycle Way

Point	Station
A	Sta. 16+67.54 30.00' LL
B	Sta. 19+50.00 30.00' LL
C	Sta. 19+50.00 80.00' LL
D	Sta. 19+61.27 79.98' LL



CYCLE WAY**Emerald City Investment Company Ltd. LLC to the City of Pickerington**
0.017 Acre Drainage Easement

Situated in the State of Ohio, County of Fairfield, City of Pickerington, being located in Section 20, Township 16, Range 20, Refugee Lands, being a part of a 4.962 acre tract conveyed to the Emerald City Investment Company by deed of record in Deed Book 694, Page 807, all references are to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Commencing at a ¾" capped iron pipe found (RDZ) (Sta. 19+74.82 proposed Cycle Way, 27.67 feet Right) at the northeasterly corner of a said 4.962 acre tract, same being the southeasterly corner of a 13.052 acre tract conveyed to the Emerald City Investment Company by deed of record in Deed Book 689, Page 117;

Thence S 87°54'11" W a distance of 58.12 feet along the southerly line of said 13.052 acre tract to the proposed westerly right of way line of Cycle Way (60 feet wide) (Sta. 19+67.54 proposed Cycle Way, 30.00 feet Left) and the **TRUE PLACE OF BEGINNING** for the tract herein being described;

Thence S 05°02'40" W a distance of 17.54 feet through said 4.962 acre tract along the proposed westerly right of way line of said road to a point (Sta. 19+50.00 proposed Cycle Way, 30.00 feet Left);

Thence N 84°57'20" W a distance of 50.00 feet through said 4.962 acre tract to a point (Sta. 19+50.00 proposed Cycle Way, 80.00 feet Left);

Thence N 05°07'52" E a distance of 11.27 feet through said 4.962 acre tract to a point (Sta. 19+61.27 proposed Cycle Way, 79.98 feet Left);

Thence N 87°54'11" E a distance of 50.37 feet through said 4.962 acre tract along the northerly line of said 13.052 acre tract to the proposed westerly right of way line of said road to the **TRUE PLACE OF BEGINNING** containing 0.017 acres more or less.

Bearings are based upon the Ohio State Plane Coordinate System as per NAD83. Control for bearings from coordinates of monuments established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment. The bearing between Franklin County Monuments "FCGS 2215" and "FCGS 2216" determined as being S 86°29'49" E.

This description was prepared by Raab Surveying in November 2001, for a proposed **DRAINAGE EASEMENT** and is based on an actual field survey by the same in April 2001.

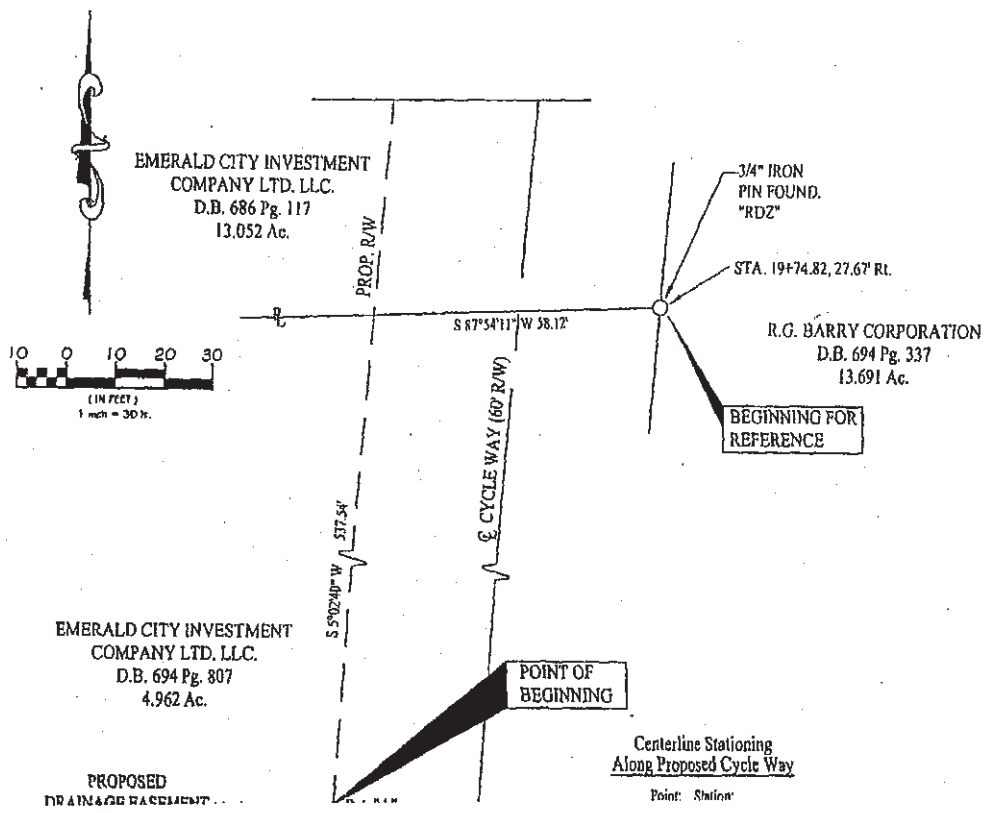
 12/14/01
John J. Raab, P.S. 7863 Date

tabbies

B

PLAT OF EASEMENT

BEING PART OF A 4.962 ACRE TRACT OF RECORD IN DEED BOOK 694, PAGE 807, SITUATED IN SECTION 20, TOWNSHIP 16, RANGE 20, REFUGEE LANDS, IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, AND CITY OF PICKERINGTON.



PROPOSED DRAINAGE EASEMENT

Centerline Stationing Along Proposed Cycle Way
Point: Station

CYCLE WAY
Emerald City Investment Company Ltd. LLC to the City of Pickerington
0.025 Acre Drainage Easement

Situated in the State of Ohio, County of Fairfield, City of Pickerington, being located in Section 20, Township 16, Range 20, Refugee Lands, being a part of a 4.962 acre tract conveyed to the Emerald City Investment Company by deed of record in Deed Book 694, Page 807, all references are to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Commencing at a ¾" capped iron pipe found (RDZ) (Sta. 19+74.82 proposed Cycle Way, 27.67 feet Right) at the northeasterly corner of a said 4.962 acre tract, same being the southeasterly corner of a 13.052 acre tract conveyed to the Emerald City Investment Company by deed of record in Deed Book 689, Page 117;

Thence S 87°54'11" W a distance of 58.12 feet along the southerly line of said 13.052 acre tract to the proposed westerly right of way line of Cycle Way (60 feet wide) (Sta. 19+67.54 proposed Cycle Way, 30.00 feet Left);

Thence S 05°02'40" W a distance of 537.54 feet through said 4.962 acre tract along the proposed westerly right of way line of said road to a point (Sta. 14+30.00 proposed Cycle Way, 30.00 feet Left) and the TRUE PLACE OF BEGINNING for the tract herein being described;

Thence S 05°02'40" W a distance of 60.00 feet through said 4.962 acre tract continuing along the westerly right of way line of said road to a point (Sta. 13+70.00 proposed Cycle Way, 30.00 feet left);

Thence N 84°57'20" W a distance of 30.00 feet through said 4.962 acre tract to a point (Sta. 13+70.00 proposed Cycle Way, 60.00 feet Left);

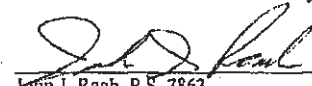
Thence N 05°02'40" E a distance of 20.00 feet through said 4.962 acre tract to a point (Sta. 13+90.00 proposed Cycle Way, 60.00 feet Left);

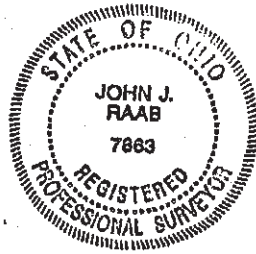
Thence S 84°57'20" E a distance of 5.00 feet through said 4.962 acre tract to a point (Sta. 13+90.00 proposed Cycle Way, 55.00 feet Left);

Thence N 37°02'59" E a distance of 47.17 feet through said 4.962 acre tract to the TRUE PLACE OF BEGINNING containing 0.025 acres more or less.

Bearings are based upon the Ohio State Plane Coordinate System as per NAD83. Control for bearings from coordinates of monuments established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment. The bearing between Franklin County Monuments "FCGS 2215" and "FCGS 2216" determined as being S 86°29'49" E.

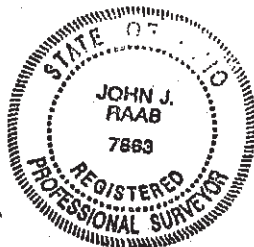
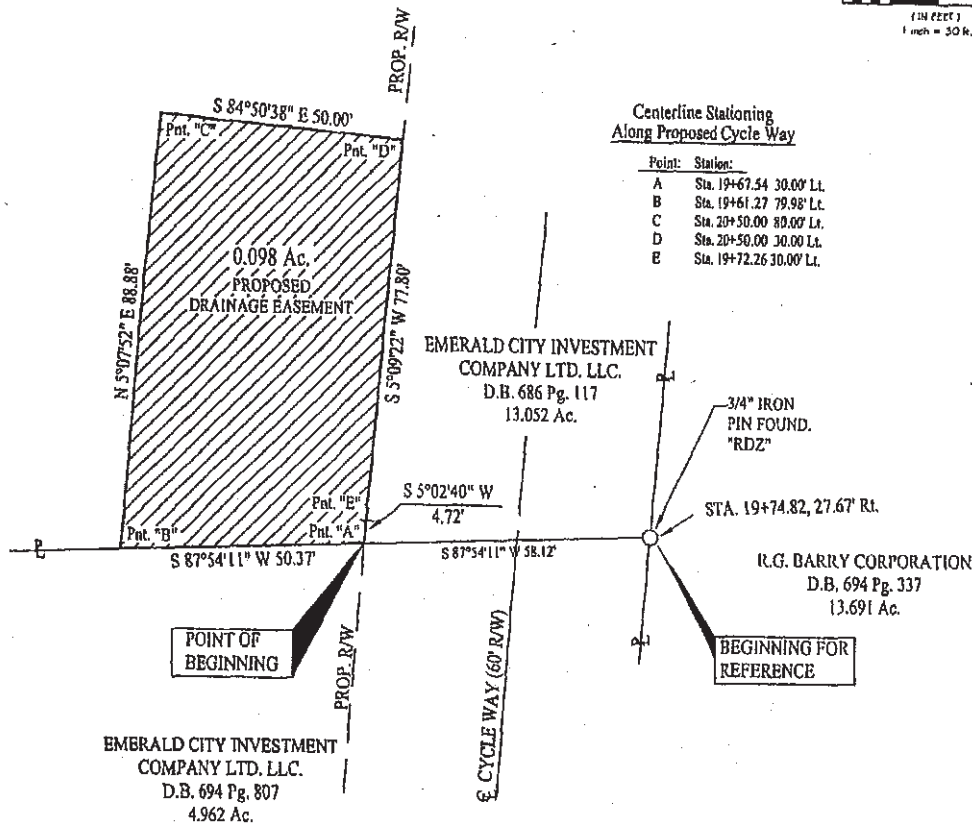
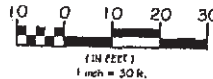
This description was prepared by Raab Surveying in November 2001, for a proposed DRAINAGE EASEMENT and is based on an actual field survey by the same in April 2001.

 12/14/01
 John J. Raab, P.S. 7863 Date



PLAT OF EASEMENT

BEING PART OF A 13.052 ACRE TRACT OF RECORD IN DEED BOOK 689, PAGE 807, SITUATED IN SECTION 20, TOWNSHIP 16, RANGE 20, REFUGEE LANDS, IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, AND CITY OF PICKERINGTON.



John J. Raab
 JOHN J. RAAB, P.S. 7863

11 December, 2001

RAAB SURVEYING

P.O. Box 128
 Pickerington, Ohio 43147

Unless noted otherwise, all references are to the Fairfield County Recorder's Office, Fairfield County, Ohio.

Bearings for this survey are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings from coordinates of monuments established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment. The bearing between Franklin County Monuments "FCGS 2215" and "FCGS 2216" determined as being S 86°29'49" E.

I hereby certify this plat was made by using field measurements from an actual field Survey conducted in April 2001, and is in conformance with the Minimum Standards for Boundary Surveys in the State of Ohio.

CYCLE WAY

Emerald City Investment Company Ltd. LLC to the City of Pickerington
0.098 Acre Drainage Easement

Situated in the State of Ohio, County of Fairfield, City of Pickerington, being located in Section 20, Township 16, Range 20, Refugee Lands, being a part of a 13.052 acre tract conveyed to the Emerald City Investment Company by deed of record in Deed Book 689, Page 117, all references are to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Commencing at a 3/4" capped iron pipe found (RDZ) (Sta. 19+74.82 proposed Cycle Way, 27.67 feet Right) at the northeasterly corner of a 4.962 acre tract conveyed to the Emerald City Investment Company by deed of record in Deed Book 694, Page 807, same being the southeasterly corner of said 13.052 acre tract;

Thence S 87°54'11" W a distance of 58.12 feet along the northerly line of said 4.962 acre tract to the proposed westerly right of way line of Cycle Way (60 feet wide) (Sta. 19+67.54 proposed Cycle Way, 30.00 feet Left) and the **TRUE PLACE OF BEGINNING** for the tract herein being described;

Thence S 87°54'11" W a distance of 50.37 feet continuing along the northerly line of said 4.962 acre tract to a point (Sta. 19+61.27 proposed Cycle Way, 79.98 feet Left);

Thence N 05°07'52" E a distance of 88.88 feet through said 13.052 acre tract to a point (Sta. 20+50.00 proposed Cycle Way, 80.00 feet Left);

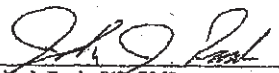
Thence S 84°50'38" E a distance of 50.00 feet through said 13.052 acre tract to a point (Sta. 20+50.00 proposed Cycle Way, 30.00 feet Left);

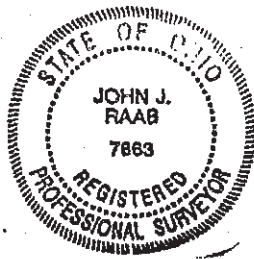
Thence S 05°09'22" W a distance of 77.80 feet through said 13.052 acre tract along the proposed westerly right of way line of said road to a point (Sta. 19+72.26 proposed Cycle Way, 30.00 feet Left);

Thence S 05°02'40" W a distance of 4.72 feet through said 13.052 acre tract along the proposed westerly right of way line of said road to a point (Sta. 19+67.54 proposed Cycle Way, 30.00 feet Left) to the **TRUE PLACE OF BEGINNING** containing 0.098 acres more or less.

Bearings are based upon the Ohio State Plane Coordinate System as per NAD83. Control for bearings from coordinates of monuments established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment. The bearing between Franklin County Monuments "FCGS 2215" and "FCGS 2216" determined as being S 86°29'49" E.

This description was prepared by Raab Surveying in November 2001, for a proposed **DRAINAGE EASEMENT** and is based on an actual field survey by the same in April 2001.

 12/14/01
John J. Raab, P.S. 7863 Date



TRANSFER
NOT NECESSARY

OR 1440 PAGE 3547

200600021638
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
09-01-2006 At 09:05 am.
EASEMENT 84.00
OR Book 1440 Page 3547 - 3555

AUG 31 2006

By
Barbara Curtis
County Auditor, Fairfield County, Ohio

DEED OF CONSERVATION EASEMENT

This Deed of Conservation Easement (this "Easement") is made this 11th day of APRIL, 2006, by and between **ASHTON CROSSING, LLC**, an Ohio limited liability company ("Grantor"), with an address of 366 East Broad Street, Columbus, Ohio 43215, and **THE CITY OF PICKERINGTON, OHIO**, an Ohio municipal corporation ("Grantee"), with an address of 100 Lockville Road, Pickerington, Ohio 43147-1399. Grantor and Grantee are collectively referred to herein as the "Parties".

WHEREAS, Grantor is the owner of an approximately 13.052 acre tract of real property located in the City of Pickerington, Ohio (the "Property"), which Property is legally described on Exhibit "A" attached hereto and hereby made a part hereof;

WHEREAS, Grantor acquired the Property pursuant to GENERAL WARRANTY DEED 4/22/05 recorded as DB 1384, P. 1541, Recorder's Office, Fairfield County, Ohio; and

WHEREAS, Lee's Creek runs through portions of the Property (the "Stream");

WHEREAS, the Ohio Environmental Protection Agency ("OEPA") has issued draft Director's Final Findings and Orders ("DFFOs") that direct that Grantee conduct certain mitigation, monitoring and maintenance on, in and adjacent to the Stream in accordance with the Section 401 Certification issued by the OEPA on September 6, 2005, as the same may be amended (collectively, the "Stream Mitigation");

WHEREAS, Grantee has requested, and Grantor has agreed, that Grantor grant to Grantee a permanent conservation easement over the Easement Area (as hereinafter defined) for purposes of performing the Stream Mitigation and thereafter retaining such Easement Area predominately in its natural, scenic and open condition for the protection of the natural beauty thereof and habitat for fish, plants and wildlife;

WHEREAS, Grantee is duly authorized to acquire conservation easements pursuant to R.C. §5301.69.

NOW THEREFORE, and in consideration of the mutual promises, conditions, restrictions and obligations contained herein pursuant to the laws of the State of Ohio, the Grantor does hereby donate, grant and convey, in perpetuity, unto Grantee, its successors and assigns, the right and easement to perform and thereafter maintain and monitor the Stream Mitigation and forever hold, protect and retain in its predominate natural, scenic and open condition for the protection of the natural beauty thereof and habitat for fish, plants and wildlife, the following described premises:

The portions of the Stream located on the Property, as the same may change from time to time, together

with approximately twenty-five feet (25') from the top of each bank thereof located on the Property, as the same may change from time to time (collectively, the "Easement Area"), together with the right of access over the Property to access such Easement Area for the purposes described herein.

See **Exhibits "A" and "B"** attached hereto and by this reference incorporated herein for a graphical and legal description of the location of the Easement Area as of the date hereof.

Subject, however, to all prior easements of record.

This Easement and the covenants and restrictions set forth herein shall run with the land in perpetuity so that said Easement Area shall (except as otherwise set forth herein) forever be restricted from development for commercial or residential purposes, and it is the intent and purpose of the Parties to this Easement to restrict and forbid any activity or use of the Easement Area which is inconsistent with the purposes for which the Easement is granted.

The Easement Area is subject to the covenants and restrictions set forth below and hereby imposed upon the use of said Easement Area, and to that end and for the purpose of accomplishing the intent of the Parties, Grantor covenants on behalf of itself, its successors and assigns, and Grantee covenants on behalf of itself, its successors and assigns, to do and refrain from doing, severally and collectively, upon the Easement Area, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, upon said Easement Area is and will be for the benefit of the State of Ohio.

The restrictions hereby imposed upon the use of the Easement Area, and the acts which Grantor so covenants to do and refrain from doing upon the Easement Area in connection therewith are and shall be as follows:

1. The Easement Area herein described shall be kept in its natural state. As herein used, the term "natural state" is intended to mean that no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the Easement Area, unless otherwise expressly provided hereunder.
2. There shall be on or in the Easement Area no farming, or other animal husbandry, agricultural, or horticultural uses; nor shall there be any filling, excavating, removal of top soil, sand, gravel, rock, minerals or other materials nor any building of roads or change in the topography of the land in any manner, other than that caused by the forces of nature or as reserved hereafter.

3. There shall be no spraying with herbicides or pesticides.

4. From and after the date hereof (and except as otherwise provided herein), Grantor shall not grant to any other party any utility or other easement rights within the Easement Area. It is Grantor's intent to convey and invest in Grantee an easement, estate, and interest in the Easement Area that is sufficient to prohibit the exercise of the power of eminent domain by any public utility company, or by any private or public entity or person other than Grantee. Notwithstanding the foregoing, Grantor hereby expressly reserves for itself, Fairfield County, Grantee and the holder of any other easements existing as of the date hereof, the right and easement within the Easement Area to maintain and repair all sanitary sewers, manholes, telephone, electric, gas lines and other utility lines or mains located therein or adjacent thereto as of the date hereof (collectively, the "Utilities"); provided, however, that the area needed to maintain and repair said Utilities shall be the minimum necessary to accomplish the task as approved by Grantee and, upon completion thereof, the disturbed area shall be promptly restored to its previous state or as near as feasible and, if such activities are performed subsequent to the City's implementation of the Stream Mitigation Work, restoration shall satisfy the standards prescribed by the Section 401 Certification issued by the Ohio Environmental Protection Agency to the City of Pickerington on September 6, 2005.

5. Notwithstanding anything to the contrary contained herein, Grantor or its designee, shall have the right (a) to install, maintain, repair and replace lateral sewer lines, water lines and other utilities within the Easement Area to provide service to the Property in locations approved by the Grantee and the Fairfield County Utilities Department and, (b) subject to the approval of the Army Corps of Engineers, to install and utilize two stream crossings only during the following construction on the Property: mass excavation, preparation for road construction, installation of storm sewers, sanitary sewer laterals and sewer main, and water lines. Upon completion of the activities authorized in this paragraph, Grantor or its designee shall promptly restore the disturbed area to its previous state or as near as feasible and, if such activities are performed subsequent to the City's implementation of the Stream Mitigation Work, restoration shall satisfy the standards prescribed by the Section 401 Certification issued by the Ohio Environmental Protection Agency to the City of Pickerington on September 6, 2005.

6. No trees, ground cover, or other vegetation shall be removed, mowed, or trimmed except as reserved hereafter.

7. The Grantor shall not permit or allow the disposal or storage of garbage, trash, machinery or other unsightly materials on the Conservation Easement Area.

8. Each and every other activity or construction which might endanger the natural or scenic state of the Easement Area is forbidden.

9. Grantee reserves the right to periodically inspect said Easement Area for violations of the easement terms, and if upon sixty (60) days advance written notice the Grantor has not

eliminated said violations, Grantee may remove, eliminate or cure any such violations by Grantor, at Grantor's expense. An authorized representative of the Grantee may enter upon the Property to access the Easement Area for the purposes of inspection.

10. Grantee reserves the right to post or clearly mark the boundaries of said easement.
11. Grantee and Grantor may sue the other for the specific performance of any obligation hereunder, for injunctive or other equitable relief, or for damages in any court of competent jurisdiction in order to recover any such amount as may be due and payable.

This Easement and the covenants heretofore made are subject to the following rights of the Grantor which are expressly reserved hereunder:

1. Except as expressly limited herein, the Grantor reserves for itself, its successors and assigns, all rights as owner of the Easement Area, including the right to use the Easement Area for all purposes not inconsistent with this easement.
2. Grantor reserves the right, but this easement imposes no obligation on Grantor, to maintain the stream bank using methods approved by Grantee and the Ohio Department of Natural Resources, Division of Natural Areas and Preserves.
3. The Grantor retains all legal rights to control unauthorized access to the Easement Area by all persons or parties

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the Grantor, its successors and assigns, and each of them, and shall constitute a servitude upon the above described lands and said Grantor does COVENANT and WARRANT that the title to the land above described is CLEAR, FREE, and UNENCUMBERED, and that it will DEFEND the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set hand on the day and year first above written herein.

ASHTON CROSSING, LLC,
an Ohio limited liability company

By: [Signature] MANAGER
Print Name: Scott Blackwell
Its: MANAGER

STATE OF OHIO
FRANKLIN COUNTY, ss

Before me, a notary public in and for said county and state, personally appeared SCOTT BLACKWELL the MANAGER of ASHTON CROSSING, LLC, an Ohio limited liability company, who acknowledged that it did sign the foregoing instrument and that the same is its free act and deed for and on behalf of said limited liability company.

In testimony whereof, I hereunto set my hand and official seal at COLUMBUS, Ohio, this 11th day of APRIL, 2006.

[Signature]
Notary Public:

My Commission Expires: _____

CRAIG M. STEWART
NOTARY PUBLIC AGENCY AT LAW
STATE OF OHIO LIFETIME COMMISSION
REVISED CODE 147.01

The foregoing conservation easement is hereby duly accepted by the Grantee this 23rd day of August, 2006.

THE CITY OF PICKERINGTON, OHIO,
an Ohio municipal corporation

By: [Signature]
Print Name: Judith A. Gilleland
Its: City Manager

STATE OF OHIO
Fairfield COUNTY, ss

Before me, a notary public in and for said county and state, personally appeared Judith A. Gilleland, the City Manager of **THE CITY OF PICKERINGTON, OHIO**, an Ohio municipal corporation, who acknowledged that it did sign the foregoing instrument and that the same is its free act and deed for and on behalf of said municipal corporation

In testimony whereof, I hereunto set my hand and official seal at Pickerington, Ohio, this 23rd day of August, 2006

[Signature]
Notary Public
My Commission Expires: _____



LYNDA D. YARTIN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 6, 2006

Upon recording, kindly return to:

Stephen P. Samuels, Esq.
Schottenstein, Zox & Dunn
A Legal Professional Association
250 West Street
Columbus, Ohio 43215

Exhibit A

DR 1440 PAGE 3553

CONSERVATION EASEMENT 0.894 ACRE

Situated in the State of Ohio, County of Fairfield, City of Pickerington, located in Section 20, Township 16, Range 20, Refugee Lands, being across that 13.044 acre tract conveyed to Ashton Crossing, LLC by deed of record in Official Record 1384, Page 1541 (all references refer to the records of the Recorder's Office, Fairfield County, Ohio) and being described as follows:

Beginning, for reference, at the intersection of the centerline of Freedom Way and Grantor's southerly line;

thence South 86° 31' 02" West, with Grantor's southerly line, a distance of 30.24 feet to a point being the intersection of Grantor's southerly line and the westerly right-of-way line of Freedom Way, being the TRUE POINT-OF BEGINNING;

thence with the southerly perimeter of Grantor's tract, the following courses and distances:

South 86°31'02" West, a distance of 74.27 feet to a point;

South 15°08'02" West, a distance of 172.30 feet to a point;

South 28°45'43" West, a distance of 107.00 feet to a point;

South 65°22'34" West, a distance of 81.20 feet to a point;

South 45°07'02" West, a distance of 162.89 feet to a point;

North 70°28'59" West, a distance of 80.47 feet to a point;

South 88°54'32" West, a distance of 207.57 feet to a point;

South 06°06'20" East, a distance of 42.75 feet to a point;

South 64°14'14" West, a distance of 208.40 feet to a point; and

North 14°10'08" West, a distance of 32.90 feet to a point;

Thence across Grantor's tract, the following courses and distances:

North 78°12'35" East, a distance of 48.34 feet to a point;

North 59°00'13" East, a distance of 124.51 feet to a point;

North 30°37'32" East, a distance of 32.57 feet to a point;

North 68°22'03" East, a distance of 86.11 feet to a point;

CONSERVATION EASEMENT
0.894 ACRE

-2-

North 89°10'07" East, a distance of 38.53 feet to a point;

North 74°42'24" East, a distance of 66.27 feet to a point;

South 75°51'23" East, a distance of 99.54 feet to a point;

North 55°33'04" East, a distance of 88.32 feet to a point;

North 43°24'44" East, a distance of 39.99 feet to a point;

North 55°18'30" East, a distance of 84.38 feet to a point;

North 37°17'50" East, a distance of 158.76 feet to a point;

North 02°33'56" West, a distance of 107.67 feet to a point;

North 38°08'31" East, a distance of 37.39 feet to a point;

North 65°54'36" East, a distance of 36.99 feet to a point;

South 86°16'08" East, a distance of 69.34 feet to a point; and

South 03°43'52" West, a distance of 36.77 feet to the TRUE POINT OF BEGINNING
and containing 0.894 acre of land, more or less.



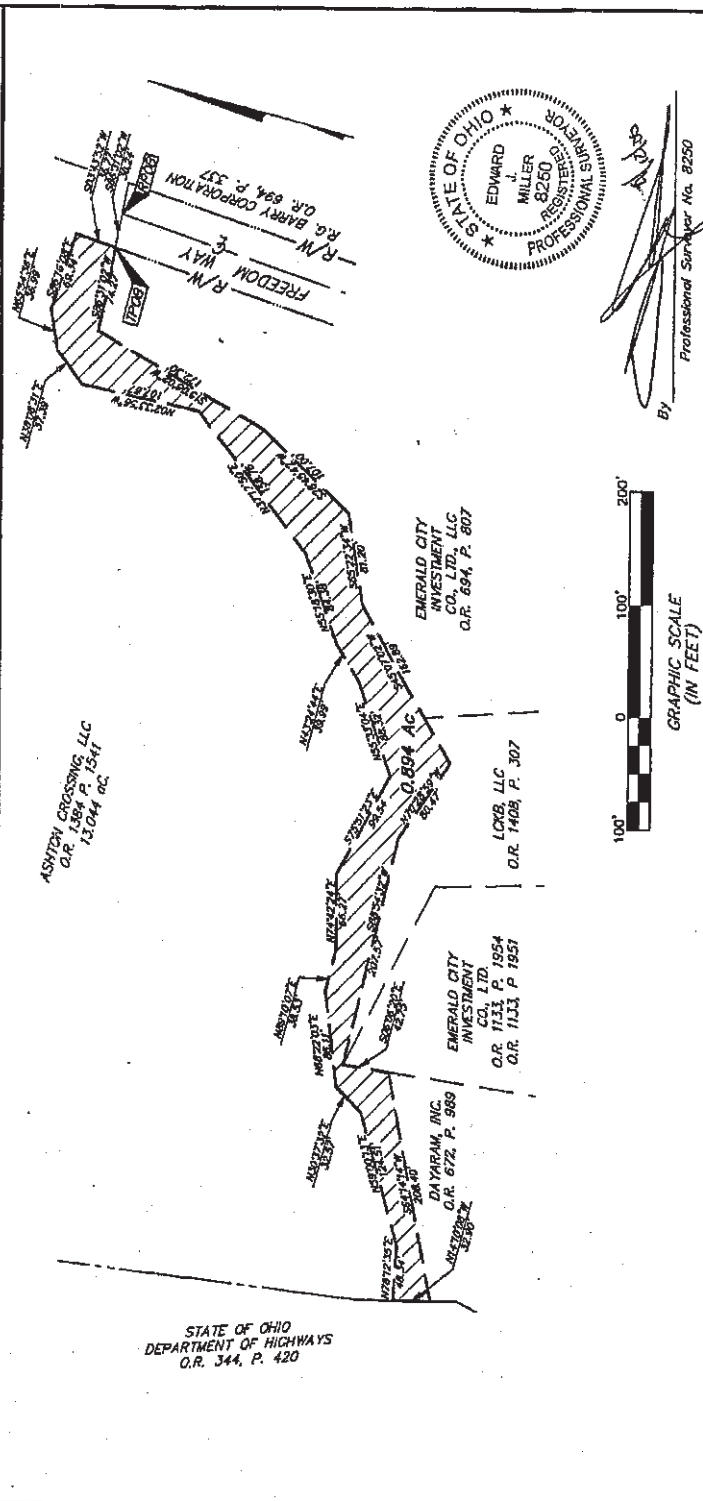
EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Edward J. Miller
Registered Surveyor No. 8250

Date: April 12, 2006
 Scale: 1" = 100'
 Job No: 2006-0789

**CONSERVATION EASEMENT
 SECTION 20, TOWNSHIP 16, RANGE 20
 REFUGEE LANDS
 CITY OF PICKERINGTON, FAIRFIELD COUNTY, OHIO**

EMH&T
 Evans, Mechwart, Hornbelle & Tiboni, Inc.
 Engineers • Surveyors • Planners • Scientists
 500 New Albany Road, Columbus, OH 43054
 Phone 614.752.6800 Fax 614.752.6880



DN 1440 PAK3555

STORMWATER RIGHT-OF-WAY EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to EMERALD CITY INVESTMENT COMPANY LTD, LLC, hereinafter referred to as "Grantor," by the CITY OF PICKERINGTON, OHIO, hereinafter referred to as "Grantee," the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successors and assigns, three perpetual easements with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove stormwater sewers over, across, and through the land of the Grantor situated in the City of Pickerington, County of Fairfield, and State of Ohio, said land being located in Section 20, Township 16, Range 20, Refugee Lands, being a part of a 4.962 acre tract conveyed to Emerald City Investment Company Ltd. LLC by deed of record in Deed Book 694, Page 807, Fairfield County Recorder's Office, Fairfield County, Ohio.


Permanent Easement: Said stormwater sewer easements and all appurtenances thereto to be constructed in the easements are described in the attachment hereto, which is designated as EXHIBITS A, B and C.

The rights granted herein shall not be construed to interfere with or restrict the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said stormwater sewer lines.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 19TH day of July, 2002.

EMERALD CITY INVESTMENT
COMPANY LTD, LLC

By: 

Michael J. Jolvent, Managing
(Printed Name/Title) Member

11/2/02
2:16:00
[unclear]

Stormwater Right-of-Way Easement between The City of Pickerington and Emerald City Investment Company Ltd, LLC - Page 2

STATE OF OHIO }
} ss:
COUNTY OF FAIRFIELD }

BEFORE ME, a notary public in and for said county and state, personally appeared EMERALD CITY INVESTMENT COMPANY LTD, LLC, the Grantor herein, by and through its legal representative, and that said instrument is his/her free act and deed, individually and as such representative, and the free and corporate act and deed of Emerald City Investment Company Ltd, LLC..

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Fairfield County, Ohio, on this 19th day of July, 2002.

Andrea Wisner Arthurs
Notary Public, State of Ohio



ANDREA WISNER ARTHURS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 10, 2003

TRANSFER
NOT NECESSARY

DEC 06 2002 *AK*

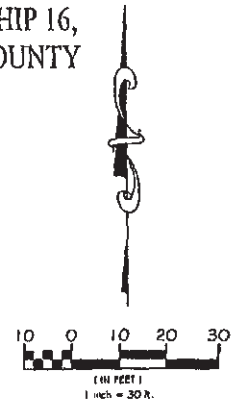
Barbara Curtiss
County Auditor, Fairfield County, Ohio

200200041260
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
12-09-2002 09:15 AM.
EASEMENT 38.00
OR Book 1251 Page 3439 - 3446
20-16-20 Pickerington

Prepared by:
Robert E. Mapes
Pickerington Law Director
115 N. Center Street
Pickerington, Ohio 43147
Phone: (614) 837-1889

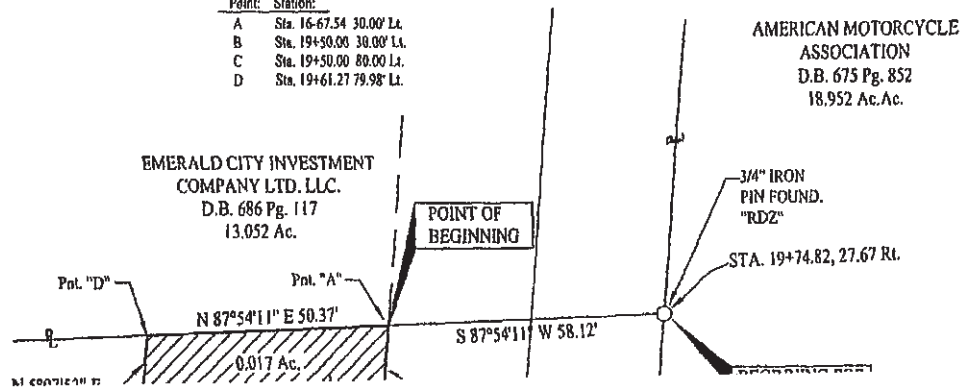
PLAT OF EASEMENT

BEING PART OF A 4.962 ACRE TRACT OF RECORD IN DEED
BOOK 694, PAGE 807, SITUATED IN SECTION 20, TOWNSHIP 16,
RANGE 20, REFUGEE LANDS, IN THE STATE OF OHIO, COUNTY
OF FAIRFIELD, AND CITY OF PICKERINGTON.



**Centerline Stationing
Along Proposed Cycle Way**

Point	Station
A	Sta. 16+67.54 30.00' Lt.
B	Sta. 19+50.00 30.00' Lt.
C	Sta. 19+50.00 80.00' Lt.
D	Sta. 19+61.27 79.98' Lt.



CYCLE WAY
Emerald City Investment Company Ltd. LLC to the City of Pickerington
0.017 Acre Drainage Easement

Situated in the State of Ohio, County of Fairfield, City of Pickerington, being located in Section 20, Township 16, Range 20, Refugee Lands, being a part of a 4.962 acre tract conveyed to the Emerald City Investment Company by deed of record in Deed Book 694, Page 807, all references are to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Commencing at a ¾" capped iron pipe found (RDZ) (Sta. 19+74.82 proposed Cycle Way, 27.67 feet Right) at the northeasterly corner of a said 4.962 acre tract, same being the southeasterly corner of a 13.052 acre tract conveyed to the Emerald City Investment Company by deed of record in Deed Book 689, Page 117;

Thence S 87°54'11" W a distance of 58.12 feet along the southerly line of said 13.052 acre tract to the proposed westerly right of way line of Cycle Way (60 feet wide) (Sta. 19+67.54 proposed Cycle Way, 30.00 feet Left) and the **TRUE PLACE OF BEGINNING** for the tract herein being described;

Thence S 05°02'40" W a distance of 17.54 feet through said 4.962 acre tract along the proposed westerly right of way line of said road to a point (Sta. 19+50.00 proposed Cycle Way, 30.00 feet Left);

Thence N 84°57'20" W a distance of 50.00 feet through said 4.962 acre tract to a point (Sta. 19+50.00 proposed Cycle Way, 80.00 feet Left);

Thence N 05°07'52" E a distance of 11.27 feet through said 4.962 acre tract to a point (Sta. 19+61.27 proposed Cycle Way, 79.98 feet Left);

Thence N 87°54'11" E a distance of 50.37 feet through said 4.962 acre tract along the northerly line of said 13.052 acre tract to the proposed westerly right of way line of said road to the **TRUE PLACE OF BEGINNING** containing 0.017 acres more or less.

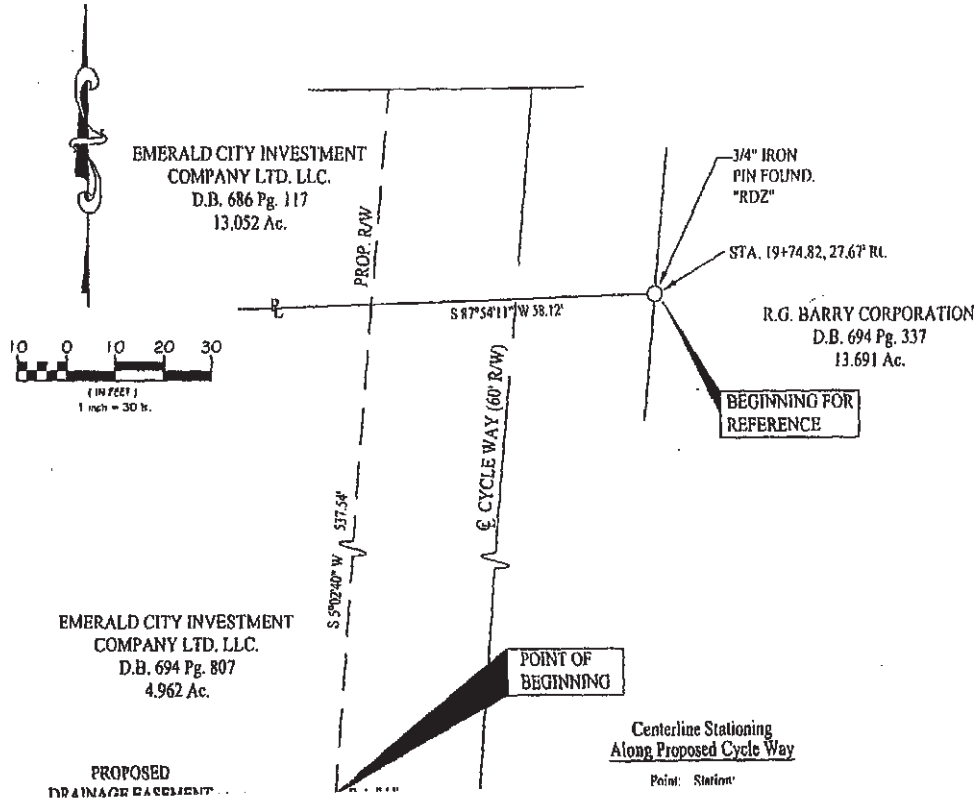
Bearings are based upon the Ohio State Plane Coordinate System as per NAD83. Control for bearings from coordinates of monuments established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment. The bearing between Franklin County Monuments "FCGS 2215" and "FCGS 2216" determined as being S 86°29'49" E.

This description was prepared by Raab Surveying in November 2001, for a proposed **DRAINAGE EASEMENT** and is based on an actual field survey by the same in April 2001.

 12/14/01
 John J. Raab, P.S. 7863 Date

PLAT OF EASEMENT

BEING PART OF A 4.962 ACRE TRACT OF RECORD IN DEED
BOOK 694, PAGE 807, SITUATED IN SECTION 20, TOWNSHIP 16,
RANGE 20, REFUGEE LANDS, IN THE STATE OF OHIO, COUNTY
OF FAIRFIELD, AND CITY OF PICKERINGTON.



CYCLE WAY
Emerald City Investment Company Ltd. LLC to the City of Pickerington
0.025 Acre Drainage Easement

Situated in the State of Ohio, County of Fairfield, City of Pickerington, being located in Section 20, Township 16, Range 20, Refugee Lands, being a part of a 4.962 acre tract conveyed to the Emerald City Investment Company by deed of record in Deed Book 694, Page 807, all references are to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Commencing at a ¾" capped iron pipe found (RDZ) (Sta. 19+74.82 proposed Cycle Way, 27.67 feet Right) at the northeasterly corner of a said 4.962 acre tract, same being the southeasterly corner of a 13.052 acre tract conveyed to the Emerald City Investment Company by deed of record in Deed Book 689, Page 117;

Thence S 87°54'11" W a distance of 58.12 feet along the southerly line of said 13.052 acre tract to the proposed westerly right of way line of Cycle Way (60 feet wide) (Sta. 19+67.54 proposed Cycle Way, 30.00 feet Left);

Thence S 05°02'40" W a distance of 537.54 feet through said 4.962 acre tract along the proposed westerly right of way line of said road to a point (Sta. 14+30.00 proposed Cycle Way, 30.00 feet Left) and the TRUE PLACE OF BEGINNING for the tract herein being described;

Thence S 05°02'40" W a distance of 60.00 feet through said 4.962 acre tract continuing along the westerly right of way line of said road to a point (Sta. 13+70.00 proposed Cycle Way, 30.00 feet left);

Thence N 84°57'20" W a distance of 30.00 feet through said 4.962 acre tract to a point (Sta. 13+70.00 proposed Cycle Way, 60.00 feet Left);

Thence N 05°02'40" E a distance of 20.00 feet through said 4.962 acre tract to a point (Sta. 13+90.00 proposed Cycle Way, 60.00 feet Left);

Thence S 84°57'20" E a distance of 5.00 feet through said 4.962 acre tract to a point (Sta. 13+90.00 proposed Cycle Way, 55.00 feet Left);

Thence N 37°02'59" E a distance of 47.17 feet through said 4.962 acre tract to the TRUE PLACE OF BEGINNING containing 0.025 acres more or less.

Bearings are based upon the Ohio State Plane Coordinate System as per NAD83. Control for bearings from coordinates of monuments established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment. The bearing between Franklin County Monuments "FCGS 2215" and "FCGS 2216" determined as being S 86°29'49" E.

This description was prepared by Raab Surveying in November 2001, for a proposed DRAINAGE EASEMENT and is based on an actual field survey by the same in April 2001.


John J. Raab, P.S. 7863 12/14/01
Date

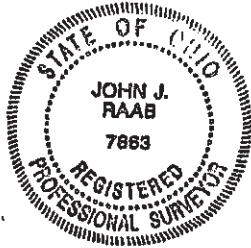
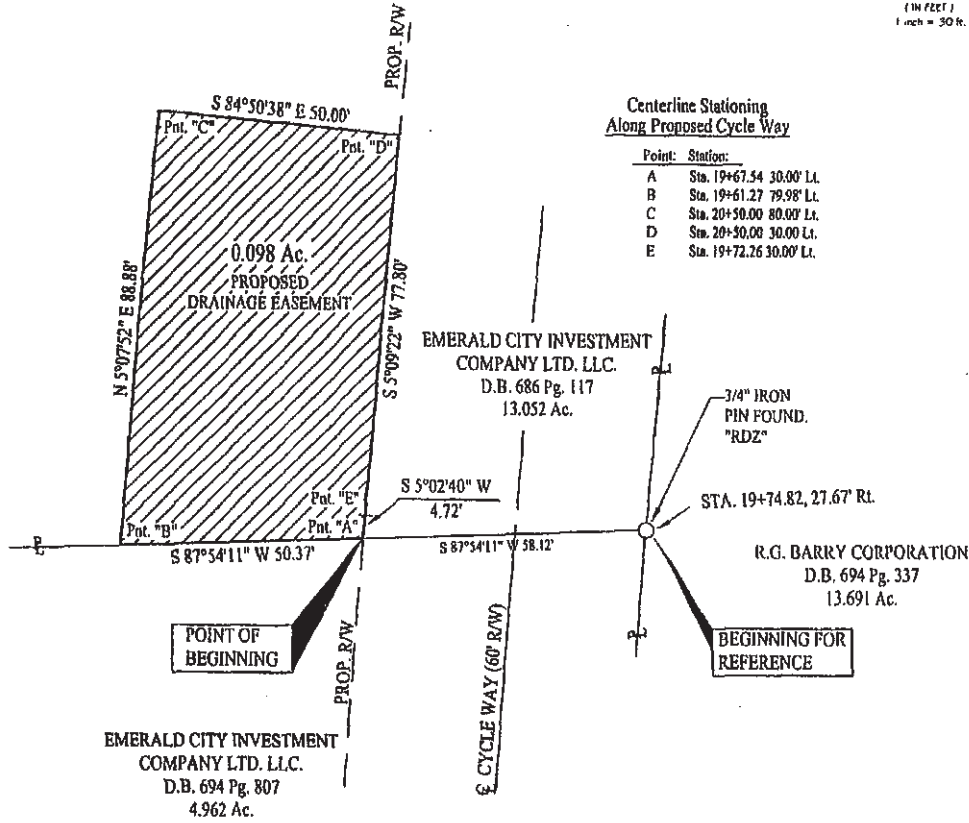
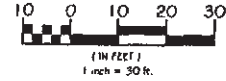


EXHIBIT
C

PLAT OF EASEMENT

BEING PART OF A 13.052 ACRE TRACT OF RECORD IN DEED BOOK 689, PAGE 807, SITUATED IN SECTION 20, TOWNSHIP 16, RANGE 20, REFUGEE LANDS, IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, AND CITY OF PICKERINGTON.



Unless noted otherwise, all references are to the Fairfield County Recorder's Office, Fairfield County, Ohio.

Bearings for this survey are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings from coordinates of monuments established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment. The bearing between Franklin County Monuments "FCGS 2215" and "FCGS 2216" determined as being S 86°29'49" E.

I hereby certify this plat was made by using field measurements from an actual field Survey conducted in April 2001, and is in conformance with the Minimum Standards for Boundary Surveys in the State of Ohio.



John J. Raab
JOHN J. RAAB, P.S. 7863

11 December, 2001

RAAB SURVEYING

P.O. Box 128
Pickerington, Ohio 43147

CYCLE WAY
Emerald City Investment Company Ltd. LLC to the City of Pickerington
0.098 Acre Drainage Easement

Situated in the State of Ohio, County of Fairfield, City of Pickerington, being located in Section 20, Township 16, Range 20, Refugee Lands, being a part of a 13.052 acre tract conveyed to the Emerald City Investment Company by deed of record in Deed Book 689, Page 117, all references are to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Commencing at a ¾" capped iron pipe found (RDZ) (Sta. 19+74.82 proposed Cycle Way, 27.67 feet Right) at the northeasterly corner of a 4.962 acre tract conveyed to the Emerald City Investment Company by deed of record in Deed Book 694, Page 807, same being the southeasterly corner of said 13.052 acre tract;

Thence S 87°54'11" W a distance of 58.12 feet along the northerly line of said 4.962 acre tract to the proposed westerly right of way line of Cycle Way (60 feet wide) (Sta. 19+67.54 proposed Cycle Way, 30.00 feet Left) and the **TRUE PLACE OF BEGINNING** for the tract herein being described;

Thence S 87°54'11" W a distance of 50.37 feet continuing along the northerly line of said 4.962 acre tract to a point (Sta. 19+61.27 proposed Cycle Way, 79.98 feet Left);

Thence N 05°07'52" E a distance of 88.88 feet through said 13.052 acre tract to a point (Sta. 20+50.00 proposed Cycle Way, 80.00 feet Left);

Thence S 84°50'38" E a distance of 50.00 feet through said 13.052 acre tract to a point (Sta. 20+50.00 proposed Cycle Way, 30.00 feet Left);

Thence S 05°09'22" W a distance of 77.80 feet through said 13.052 acre tract along the proposed westerly right of way line of said road to a point (Sta. 19+72.26 proposed Cycle Way, 30.00 feet Left);

Thence S 05°02'40" W a distance of 4.72 feet through said 13.052 acre tract along the proposed westerly right of way line of said road to a point (Sta. 19+67.54 proposed Cycle Way, 30.00 feet Left) to the **TRUE PLACE OF BEGINNING** containing 0.098 acres more or less.

Bearings are based upon the Ohio State Plane Coordinate System as per NAD83. Control for bearings from coordinates of monuments established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment. The bearing between Franklin County Monuments "FCGS 2215" and "FCGS 2216" determined as being S 86°29'49" E.

This description was prepared by Raab Surveying in November 2001, for a proposed DRAINAGE EASEMENT and is based on an actual field survey by the same in April 2001.

 12/14/01
 John J. Raab, P.S. 7863 Date



526 LF 39
pg

CLARK ABSTON ET AL } IN CONSIDERATION OF ONE AND NO/100 DOLLARS (\$1.00) IN HAND PAID, THE RECEIPT WHEREOF IS HEREBY
TO } ACKNOWLEDGED WE DO HEREBY GRANT UNTO THE OHIO BELL TELEPHONE COMPANY ITS SUCCESSORS AND ASSIGNS
OHIO BELL TELEPHONE } A PERPETUAL RIGHT OF WAY AND EASEMENT TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REMOVE ITS
} LINES OF TELEPHONE AND TELEGRAPH, TOGETHER ALL NECESSARY CONDUITS, MANHOLES, POLES, TIRRS, CABLES,
GUY-ANCHORS, FIXTURES AND APPURTENANCES, UPON, ACROSS, OVER AND/OR UNDER THE PROPERTY AND/OR THE HIGHWAY CROSSING THE
PROPERTY WHICH WE OWN, OR IN WHICH WE HAVE AN INTEREST, SITUATED IN TRACT IN THE TOWNSHIP OF VIOLET COUNTY OF FAIRFIELD
STATE OF OHIO, AND KNOWN AS A TRACT CONTAINING 103 ACRES, MORE OR LESS AS DESCRIBED IN THE DEED ALFRED CADSWELL AND WIFE
TO JOSEPH I. TENNOR, DATED APRIL 10, 1933, SEE DEED BOOK 20 PAGE 412, RECORDERS OFFICE, FAIRFIELD COUNTY, OHIO

SAID LINES SHALL BE CONSTRUCTED ACCORDING TO THE FOLLOWING COURSE: BEGINNING AT A POINT IN THE NORTHEAST
CORNER OF THE ABOVE DESCRIBED TRACT, THENCE IN A GENERALLY SOUTHERLY DIRECTION, PARALLELING THE EAST PROPERTY LINE TO THE
SOUTH PROPERTY LINE WITHIN THE LIMITS OF THE HIGHWAY. SAID GRANT INCLUDES THE RIGHT, AT ANY TIME, AND FOR ANY OF THE
PURPOSES HEREIN SPECIFIED, OF INDULGE TO AND CROSS FROM THE SITE OCCUPIED BY THE LINES OF SAID COMPANY AS HEREIN DESCRIBED,
AND THE RIGHT TO TRAVEL FROM TAKE ANY TRAILS ALONG SAID LINES SO AS TO KEEP THE WIRES AND CABLES CLEAR THEREOF FOR A
SPACE OF AT LEAST TWO (2) FEET WITH THE FURTHER RIGHT TO PERMIT THE ATTACHMENT OF AND/OR TO CARRY IN CONDUIT, THE WIRES
AND/OR CABLES OF ANY OTHER COMPANY. IF THE COMPANY SHOULD, AT ANY TIME AND FROM TIME TO TIME, BE OBLIGED OR DESIRE TO
PLACE ITS LINES UNDERGROUND, OR IF SAID COMPANY BE REQUIRED BY THE STATE HIGHWAY DEPARTMENT OR OTHER AUTHORIZED GOVERN-
MENTAL AUTHORITY TO RELOCATE ALL OR ANY PART OF ITS SAID LINES, THEN, THE COMPANY MAY, AND IT IS HEREBY GRANTED THE RIGHT
SO TO DO. THE COMPANY WILL PROMPTLY COMPENSATE THE SAID TRACTOR FOR ANY AND ALL LOSS OR DAMAGE TO SAID PROPERTY, INCLUDING
DAMAGE TO CROPS AND FENCES, THAT ARISE OUT OF THE CONSTRUCTION, RECONSTRUCTION, OPERATION OR MAINTENANCE OF ITS LINES ON
SAID PROPERTY.

WITNESS OUR HANDS, THIS 22ND DAY OF JANUARY 1934

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF

J. V. ALEXANDER
W. H. JONES
W. T. CROY FOR CLARK ABSTON

CLARK ABSTON
R. H. ABSTON
EVA CLADIS LUMPH
SALLIE HICKMAN
JOSEPH C. ABSTON
J. TENNOR ABSTON
HIRSHAI J. ABSTON

STATE OF OHIO COUNTY OF FAIRFIELD SS:

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED THE ABOVE NAMED R. H. ABSTON AND FOUR
OTHERS, WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 22 DAY OF
JANUARY 1934.

H. P. SEAL GUS D. ALEXANDER GUS D. ALEXANDER
NOTARY PUBLIC NOTARY PUBLIC IN AND FOR
FAIRFIELD COUNTY, OHIO FAIRFIELD
MY COMMISSION EXPIRES MAR. 19 1935

STATE OF OHIO
COUNTY OF FRANKLIN SS:

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED THE ABOVE NAMED CLARK ABSTON AND
SALLIE HICKMAN, WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 23RD DAY OF
JANUARY 1934

W. T. CROY
NOTARY PUBLIC IN AND FOR (H. P. SEAL)
FRANKLIN COUNTY, OHIO
W. T. CROY
MY COMMISSION EXPIRES 8-20, 1935

RECEIVED FEB 7TH 1934 AT 10.25 A.M.
RECORDED FEB 8TH 1934

ATTEST *E. B. Mook* R.F.C.

LV 39 527

JOSEPH A. ASHTON ET AL } IN CONSIDERATION OF ONE AND 100/100 DOLLARS (\$1.00) IN HAND PAID, THE RECEIPT WHEREOF IS HEREBY
 TO } ACKNOWLEDGED, WE DO HEREBY GRANT UNTO THE OHIO BELL TELEPHONE COMPANY, ITS SUCCESSORS AND AS-
 OHIO BELL TELEPHONE CO. } SIGNS, A PERPETUAL RIGHT OF WAY AND EASEMENT TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND
 REMOVE ITS LINES OF TELEPHONE AND TELEGRAPH, TOGETHER WITH ALL NECESSARY CONDUITS, MANHOLES, POLES,
 WIRES, CABLES, GUYS, ANCHORS, FIXTURES AND APPURTENANCES, UPON, ACROSS, OVER AND/OR UNDER THE PROPERTY AND/OR THE HIGHWAY
 CROSSING THE PROPERTY WHICH WE OWN, OR IN WHICH WE HAVE AN INTEREST, SITUATED IN TRACT IN THE TOWNSHIP OF VIOLET, COUNTY
 OF FAIRFIELD, STATE OF OHIO, AND KNOWN AS A TRACT OF LAND, CONTAINING 100 ACRES, MORE OR LESS AS DESCRIBED IN THE TWO
 DEEDS, JOSEPH ASHTON AND WIFE TO MARY V. ASHTON, DATED JANUARY 22, 1904, AND JOSEPH ASHTON TO MARY V. ASHTON, DATED JULY 14,
 1908, SEE DEED BOOKS 103 PAGE 404 AND 113, PAGE 162 RECORDER'S OFFICE, FAIRFIELD COUNTY, OHIO.

SAID LINES SHALL BE CONSTRUCTED ACCORDING TO THE FOLLOWING COURSE: BEGINNING AT A POINT IN THE NORTHEAST
 CORNER OF THE ABOVE DESCRIBED TRACT, THENCE IN GENERALLY SOUTHERLY DIRECTION PARALLELING THE EAST PROPERTY LINE TO THE
 SOUTH PROPERTY LINE WITHIN THE LIMITS OF THE HIGHWAY. SAID GRANT INCLUDES THE RIGHT AT ANY TIME, AND FOR ANY OF THE PUR-
 POSSES HEREIN SPECIFIED, OF INGRESS TO AND EGRESS FROM THE SITE OCCUPIED BY THE LINES OF SAID COMPANY AS HEREIN DESCRIBED,
 AND THE RIGHT TO TRIM FROM TIME TO TIME ANY TREES ALONG SAID LINES SO AS TO KEEP THE WIRES AND CABLES CLEAR THEREOF FOR
 A SPACE OF AT LEAST TWO (2') FEET WITH THE FURTHER RIGHT TO PERMIT THE ATTACHMENT OF ONE OR TO CARRY IN CONDUIT, THE
 WIRES AND/OR CABLES OF ANY OTHER COMPANY. IF THE COMPANY SHOULD, AT ANY TIME AND FROM TIME TO TIME, BE OBLIGED OR DESIRE
 TO PLACE ITS LINES AND UNDERGROUND, OR IF SAID COMPANY BE REQUIRED BY THE STATE HIGHWAY DEPARTMENT OR OTHER AUTHORIZED
 GOVERNMENTAL AUTHORITY TO RELOCATE ALL OR ANY PART OF ITS SAID LINES, THEN, THE COMPANY MAY, AND IT IS HEREBY GRANTED THE
 RIGHT SO TO DO. THE COMPANY WILL PROMPTLY COMPENSATE THE SAID GRANTOR FOR ANY AND ALL LOSS OR DAMAGE TO SAID PROPERTY,
 INCLUDING DAMAGE TO CROPS AND FENCES, THAT ARISE OUT OF THE CONSTRUCTION, RECONSTRUCTION, OPERATION OR MAINTENANCE OF ITS
 LINES ON SAID PROPERTY.

WITNESS OUR HANDS THIS 23RD DAY OF JANUARY 1934

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF

G. W. ALEXANDER

JOSEPH C. ASHTON

T. M. JONES

M. VERNON ASHTON
HANNAH J. ASHTON

STATE OF OHIO COUNTY OF FAIRFIELD SS:

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED THE ABOVE NAMED JOSEPH C. ASHTON AND
 M. VERNON ASHTON & HANNAH J. ASHTON WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR
 FREE ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HERETO SIGNED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 23RD DAY OF

JANUARY 1934

H. P. SEAL

G. W. ALEXANDER NOTARY PUBLIC
FAIRFIELD COUNTY OHIO

G. W. ALEXANDER
NOTARY PUBLIC IN AND FOR
FAIRFIELD COUNTY, OHIO

MY COMMISSION EXPIRES MAR 12 1935

RECEIVED FEB 7 1934 AT 10.26 A.M.

RECORDED FEB 9 1934

ATTEST

(Signature)

H. P. C.

EVA G. LUNN } IN CONSIDERATION OF ONE AND 10/100 DOLLAR (\$1.00) IN HAND PAID, THE RECEIPT WHEREOF IS HEREBY
 TO } ACKNOWLEDGED I DO HEREBY GRANT UNTO THE OHIO BELL TELEPHONE COMPANY, ITS SUCCESSORS AND ASSIGNS,
 OHIO BELL TELEPHONE CO. } A PERPETUAL RIGHT OF WAY AND EASEMENT TO CONSTRUCT, RECONSTRUCT, OPERATE MAINTAIN AND REMOVE ITS
 LINES OF TELEPHONE AND TELEGRAPH, TOGETHER WITH ALL NECESSARY CONDUITS, MANHOLES, POLES WIRES, CABLES GUYS, ANCHORS, FIXTURES A
 AND APPURTENANCES, UPON ACROSS, OVER AND/OR UNDER THE PROPERTY AND/OR THE HIGHWAY CROSSING THE PROPERTY WHICH I OWN, OR IN
 WHICH I HAVE AN INTEREST SITUATED IN SECTION 11 IN THE TOWNSHIP OF VIOLET, COUNTY OF FAIRFIELD, STATE OF OHIO, AND KNOWN AS A
 TRACT OF LAND, CONTAINING 60 ACRES, MORE OR LESS, AS DESCRIBED IN THE DEED JOSEPH ASHTON AND WIFE, TO EVA GLADIS LUNN, DA-
 ED JANUARY 22 1904, SEE DEED BOOK 103, PAGE 403, RECORDERS OFFICE, FAIRFIELD COUNTY, OHIO. SAID LINES SHALL BE CONSTRUCT-
 ED ACCORDING TO THE FOLLOWING COURSE: BEGINNING AT A POINT IN THE NORTHEAST CORNER OF THE ABOVE DESCRIBED TRACT, THENCE

