

COMMITMENT FOR TITLE INSURANCE

Issued by **Chicago Title Insurance Company**



CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company, a Nebraska 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 180 days 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, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Attest:

Secretary



By: **Chicago Title Insurance Company**

President

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 www.alta.org.



**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE**

Schedule A

1. Effective Date: July 30, 2014, at 7:00 am **Commitment No.:** 38140467

2. Policy or Policies to be issued:

ALTA Owner's Policy - 6/17/06

Proposed Insured: TO BE DETERMINED

Amount: "TO BE DETERMINED"

3. The estate or interest in the land described or referred to in the Commitment and covered herein is: Fee Simple

4. Title to the estate or interest in the land is vested in:

MW CUSTOM PAPERS, LLC A DELAWARE LIMITED LIABILITY COMPANY SUCCESSOR BY CONVERSION TO MW CUSTOM PAPERS, INC. SUCCESSOR BY MERGER TO THE MEAD CORPORATION, AN OHIO CORPORATION ACQUIRED BY DEED OF RECORD IN DEED BOOK 2538, PAGE 611, CERTIFICATE OF MERGER OF RECORD IN MERG MICROFICHE 03-060325 AND CERTIFICATE OF CONVERSION OF RECORD IN SP-I MICROFICHE 03-060326, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.

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

See Exhibit "A" attached hereto.

Chicago Title Company, LLC

1 S. Main St Suite 330
Dayton, Ohio 45402
PHONE: (937) 223-8378
FAX: (937) 223-7866

By:


Authorized Signatory

Insurance Fraud Warning

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

This Title Insurance Commitment (the "Commitment") is issued pursuant to the Agreement to Issue Policy contained on the American Title Association (1966) front cover form ("The Form") and is subject to the Conditions and Stipulations stated therein, all of which are incorporated herein. If this copy of the Commitment is not accompanied by the Form, a copy may be obtained from this Company upon request.



**SCHEDULE B - SECTION 1
REQUIREMENTS**

The following are the requirements to be complied with:

- A. Instrument(s) creating the estate or interest to be insured must be approved, executed and/or filed for record, to wit:
 - 1. APPROVAL OF THE LEGAL DESCRIPTION AND MYLAR AS CONTAINED IN SCHEDULE "A" HEREIN BY THE MONTGOMERY COUNTY ENGINEER'S OFFICE AND APPROPRIATE PLAN BOARD.
 - 2. DEED FROM MW CUSTOM PAPERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY ITS DULY AUTHORIZED MEMBERS, CONVEYING THE PREMISES HEREIN TO PROPOSED PURCHASER.
 - 3. COPY OF OPERATING AGREEMENT AND ALL AMENDMENTS THERETO AND RESOLUTION OF MW CUSTOM PAPERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AUTHORIZING THE EXECUTION OF THE ABOVE DEED.
 - 4. ALTA SURVEY SATISFACTORY TO THE COMPANY WILL BE REQUIRED IF THE SURVEY EXCEPTIONS ARE TO BE DELETED FROM THE FINAL POLICY.
 - 5. OWNER'S AFFIDAVIT COVERING MATTERS OF TITLE IN A FORM ACCEPTABLE TO THE COMPANY.
 - 6. THE ACTUAL VALUE OF THE ESTATE OR INTEREST TO BE INSURED MUST BE DISCLOSED TO THE COMPANY, AND SUBJECT TO APPROVAL BY THE COMPANY, ENTERED AS THE AMOUNT OF THE POLICY TO BE ISSUED. UNTIL THE AMOUNT OF THE POLICY TO BE ISSUED SHALL BE DETERMINED, AND ENTERED AS AFORESAID, IT IS AGREED THAT AS BETWEEN THE COMPANY, THE APPLICANT FOR THIS COMMITMENT, AND EVERY PERSON RELYING ON THIS COMMITMENT, THE COMPANY CANNOT BE REQUIRED TO APPROVE ANY SUCH EVALUATION IN EXCESS OF \$100,000.00 AND THE TOTAL LIABILITY OF THE COMPANY ON ACCOUNT OF THIS COMMITMENT SHALL NOT EXCEED SAID AMOUNT.
 - 7. REMAINDER OF REQUIREMENTS TO BE DETERMINED.
- B. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
- C. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- D. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.



**SCHEDULE B - SECTION 2
EXCEPTION**

The Policy or Policies to be issued will contain exception to the following 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 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. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
4. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.
5. LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
6. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
7. OIL AND GAS LEASES, PIPELINE AGREEMENTS OR ANY OTHER INSTRUMENTS RELATED TO THE PRODUCTION OR SALE OF OIL AND GAS WHICH MAY ARISE SUBSEQUENT TO THE DATE OF THE POLICY. (THIS EXCEPTION WILL NOT APPEAR IN AN OWNER'S POLICY)
8. ANY LEASE, GRANT, EXCEPTION OR RESERVATION OF MINERALS OR MINERAL RIGHTS TOGETHER WITH ANY RIGHTS APPURTENANT THERETO.
- ✓ 9. RIGHT OF WAY TO THE DAYTON POWER AND LIGHT COMPANY, OF RECORD IN DEED BOOK 1375, PAGE 51, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
- ✓ 10. EASEMENT TO THE DAYTON POWER AND LIGHT COMPANY, OF RECORD IN DEED BOOK 2004, PAGE 633, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
- ✓ 11. EASEMENT TO THE OHIO BELL TELEPHONE COMPANY, OF RECORD IN DEED MICROFICHE 81-73E05, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
- ✓ 12. EASEMENT TO THE DAYTON POWER AND LIGHT COMPANY, OF RECORD IN DEED MICROFICHE 82-175E03, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
- ✓ 13. EASEMENTS, COVENANTS, PROVISIONS, ASSESSMENTS AND LIENS AS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GANDER CREEK ASSOCIATION OF RECORD IN DEED MICROFICHE 88-771B03, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
- ✓ 14. QUITCLAIM DISTRIBUTION EASEMENT TO THE DAYTON POWER AND LIGHT COMPANY, OF RECORD IN DEED MICROFICHE 96-655C06, RECORDER'S OFFICE, MONTGOMERY



COUNTY, OHIO.

- ✓ 15. EASEMENT AND PROVISIONS AS CONTAINED IN AMENDED JUDGMENT ENTRY ON SETTLEMENT AND DISBURSEMENT OF DEPOSIT OF RECORD IN DEED MICROFICHE 10-036284, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
16. ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE PREMISES DESCRIBED HEREIN DOES NOT HAVE ACCESS TO I-675, A LIMITED ACCESS HIGHWAY.
17. WE DO NOT AFFIRMATIVELY INSURE THE QUANTITY OF ACREAGE SET FORTH IN THE DESCRIPTION CONTAINED IN SCHEDULE "A", HEREOF.
18. TAX PARCEL DESC: 5-2-18 (28.2100AC)

TAXES, LISTED IN THE NAME(S) OF MEAD CORP, (PARCEL ID K45-02607-0090) FOR THE FIRST HALF OF THE YEAR 2013 IN THE NET AMOUNT OF \$392.51, PLUS \$1.00 MCD/AQUIFER PRES SUB ASSESSMENT, TOTAL \$393.51 ARE PAID; TAXES FOR THE SECOND HALF OF THE YEAR 2013 IN THE NET AMOUNT OF \$392.51 ARE PAID.

TAX VALUATION: LAND ONLY: \$220,780

THERE WILL BE A MCD/AQUIFER PRES SUB ASSESSMENT WITH THE FUTURE INSTALLMENT OF TAXES, THE EXACT AMOUNT(S) OF WHICH IS NOT KNOWN AT THIS TIME.

THE ABOVE TAX LISTING AS TO CAPTION PREMISES IS CURRENTLY VALUED AT A REDUCED RATE UNDER SECTION 5713.31 REVISED CODE. SAID "CURRENT AGRICULTURAL USE VALUE" WILL REVERT TO THE REGULAR RATE IF NOT MAINTAINED UNDER SAID SECTION.

19. TAXES FOR THE YEAR 2014 ARE A LIEN BUT ARE NOT YET DUE AND PAYABLE.

TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

ADDITIONS OR ABATEMENTS, IF ANY, WHICH MAY HEREAFTER BE MADE BY LEGALLY CONSTITUTED AUTHORITIES ON ACCOUNT OF ERRORS, OMISSIONS OR CHANGES IN THE VALUATION.



EXHIBIT A

SITUATE IN SECTION 18, TOWN 2, RANGE 5 M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, STATE OF OHIO, BEING 28.438 ACRES OUT OF A 54.020 ACRE PARCEL CONVEYED TO THE MEAD CORPORATION BY DEED RECORDED IN DEED BOOK 2538, PAGE 611 OF THE DEED RECORDS OF SAID COUNTY AND STATE, AND BEING BOUNDED AND DESCRIBED MORE FULLY AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN SET IN THE WEST LIMITED-ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 675 AS CONVEYED TO THE STATE OF OHIO BY DEED RECORDED IN DEED MF 79-156A05 OF THE DEED RECORDS OF SAID COUNTY AND STATE, AND AT THE SOUTHEAST CORNER OF LOT 2 OF AUTUMN WOODS AS RECORDED IN PLAT BOOK 107, PAGE 23 OF THE PLAT RECORDS OF SAID COUNTY AND STATE;

THENCE ALONG THE WEST LIMITED-ACCESS RIGHT-OF-WAY LINE OF SAID INTERSTATE 675 FOR THE FOLLOWING THREE COURSES:

1.) SOUTH 21°10'20" WEST FOR 1475.38 FEET TO A 5/8" IRON PIN SET;

2.) SOUTH 08°17'48" WEST FOR 282.11 FEET TO A 5/8" IRON PIN SET;

3.) SOUTH 05°09'23" EAST FOR 243.15 FEET TO A 5/8" IRON PIN FOUND IN THE SOUTH LINE OF SAID SECTION 18 AND AT THE NORTHEAST CORNER OF A 7.399 ACRE PARCEL CONVEYED TO WOODLEY INVESTMENTS INC. BY DEED RECORDED IN IR DEED 05-044694 AND RICHARD J. MOODY, CO-TRUSTEE AND BANK ONE TRUST COMPANY, N.A., CO-TRUSTEE BY DEED RECORDED IN IR DEED 05-044696, BOTH OF THE DEED RECORDS OF SAID COUNTY AND STATE;

THENCE, LEAVING THE WEST LIMITED-ACCESS RIGHT-OF-WAY LINE OF SAID INTERSTATE 675, ALONG THE SOUTH LINE OF SAID SECTION 18 AND THE NORTH LINE OF SAID 7.339 ACRE PARCEL, SOUTH 73°08'34" WEST FOR 129.37 FEET TO A 5/8" IRON PIN FOUND AT THE SOUTHEAST CORNER OF A 4.537 ACRE PARCEL CONVEYED TO RLG AUSTIN WEST LTD. BY DEED RECORDED IN IR DEED 08-032785 OF THE DEED RECORDS OF SAID COUNTY AND STATE;

THENCE, LEAVING THE SOUTH LINE OF SAID SECTION 18 AND THE NORTH LINE OF SAID 7.339 ACRE PARCEL, ALONG THE EAST LINE OF SAID 4.537 ACRE PARCEL, NORTH 05°10'45" EAST FOR 475.00 FEET TO A 5/8" IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID 4.537 ACRE PARCEL;

THENCE, ALONG THE NORTH LINE OF SAID 4.537 ACRE PARCEL, SOUTH 73°03'51" WEST FOR 428.42 FEET TO A 5/8" IRON PIN SET IN THE EAST RIGHT-OF-WAY LINE OF BYERS ROAD AS CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO BY DEED RECORDED IN CASE 2009 CV 10056 OF THE RECORDS OF THE COURT OF COMMON PLEAS OF SAID COUNTY AND STATE;

THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID BYERS ROAD FOR THE FOLLOWING SEVENTEEN COURSES:

1.) ON A CURVE TO THE LEFT, HAVING A RADIUS OF 11501.66 FEET, (INTERNAL ANGLE OF 0°48'14", LONG CHORD BEARING NORTH 4°33'56" EAST A DISTANCE OF 161.38 FEET) FOR



EXHIBIT A cont.

- AN ARC LENGTH OF 161.38 FEET TO A 5/8" IRON PIN SET;
- 2.) SOUTH 85°51'52" EAST FOR 33.50 FEET TO A 5/8" IRON PIN SET;
 - 3.) NORTH 4°08'08" EAST FOR 10.00 FEET TO A 5/8" IRON PIN SET;
 - 4.) NORTH 85°51'52" WEST FOR 33.50 FEET TO A 5/8" IRON PIN SET;
 - 5.) ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 11501.66 FEET, (INTERNAL ANGLE OF 0°09'10", LONG CHORD BEARING NORTH 4°02'15" EAST A DISTANCE OF 30.66 FEET) FOR AN ARC LENGTH OF 30.66 FEET TO A 5/8" IRON PIN SET;
 - 6.) NORTH 5°06'48" EAST FOR 507.29 FEET TO A 5/8" IRON PIN SET;
 - 7.) SOUTH 84°29'05" EAST FOR 28.49 FEET TO A 5/8" IRON PIN SET;
 - 8.) NORTH 5°31'05" EAST FOR 10.00 FEET TO A 5/8" IRON PIN SET;
 - 9.) NORTH 84°29'05" WEST FOR 28.56 FEET TO A 5/8" IRON PIN SET;
 - 10.) NORTH 5°06'48" EAST FOR 134.37 FEET TO A 5/8" IRON PIN SET;
 - 11.) NORTH 5°30'53" EAST FOR A 137.63 FEET TO A 5/8" IRON PIN SET;
 - 12.) NORTH 79°34'09" WEST FOR 18.20 FEET TO A 5/8" IRON PIN SET;
 - 13.) NORTH 3°24'20" WEST FOR 30.37 FEET TO A 5/8" IRON PIN SET;
 - 14.) NORTH 5°06'49" EAST FOR 66.08 FEET TO A 5/8" IRON PIN SET;
 - 15.) NORTH 6°02'03" EAST FOR 18.92 FEET TO A 5/8" IRON PIN SET;
 - 16.) NORTH 84°29'07" WEST FOR 7.50 FEET TO A 5/8" IRON PIN SET;
 - 17.) NORTH 05°30'53" EAST FOR 878.77 FEET TO A 5/8" IRON PIN SET IN THE SOUTH LINE OF LAND CONVEYED TO WAYNE A. AND MARY JO LANGGUTH BY DEED RECORDED IN DEED MF 88-282B07 OF THE DEED OF RECORDS OF SAID COUNTY AND STATE;

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF SAID BYERS ROAD, ALONG THE SOUTH LINE OF SAID WAYNE A. AND MARY JO LANGGUTH LAND AND THE SOUTH LINE OF SAID LOT 2 OF AUTUMN WOODS, SOUTH 65°12'05" EAST FOR 941.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.438 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS BASED UPON THE CENTERLINE OF BYERS ROAD AS RECORDED IN PLAT BOOK 212 PAGE 32, BEARING NORTH 05°30'53" EAST.



EXHIBIT A cont.

AS SURVEYED BY SCHAEFFER ENGINEERING UNDER MY SUPERVISION, CHRISTOPHER W. SCHAEFFER, OHIO REGISTERED SURVEYOR NO. 7161 FEBRUARY 2010 AND FILED IN THE MONTGOMERY COUNTY ENGINEER'S RECORD OF LAND SURVEYS AS VOLUME 2010, PAGE 0056.



2538-611

ACQUISITION
DEED

INST. No. 620
 TRANS. 1-15-71
 REC'D. 1-15-71
 TIME 2:15 PM
 RECORDED 1-15-71
 FEE \$ 7.00
 JOE D. PEGG
 Montgomery County Recorder

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 D E E D

00620

KNOW ALL MEN BY THESE PRESENTS: That WESTAB INC., an Ohio corporation, for valuable consideration paid, grants, with general warranty covenants, to THE MEAD CORPORATION, an Ohio corporation, whose tax-mailing address is 118 West First Street, Dayton, Ohio 45402, the following real property:

111 15-71 0 0562# *****1

Tract 1

Located in Section 18, Town 2, Range 5, M.R.S., Miami Township, Montgomery County, Ohio, described as follows: Beginning on the south line of Section 18 and at the southwest corner of a perpetual easement for highway purposes conveyed to the State of Ohio by deed recorded in Book 1917, Page 587, Montgomery County Deed Records, said southwest corner being 220.00 feet westwardly from end measured at right angles to Station 123+52.95 as shown on the right-of-way plans of the State of Ohio; thence with the south line of Section 18, South 73° 03' West 856.36 feet; thence North 5° 10' 50" East 475.00 feet; thence South 73° 03' West 475.00 feet to the centerline of Byers Road; thence with the centerline of Byers Road, North 5° 10' 50" East 1,168.91 feet to the centerline of Belvo Road; thence still with the centerline of Byers Road, North 5° 36' 20" East 855.97 feet to the southwest corner of land conveyed to Paul E. Wehner et al. by deed recorded in Book 1657, Page 334, Montgomery County Deed Records; thence with the south line of the Wehner land and with its eastward extension, which is the south line of land conveyed to Dean I. Good et al. by deed recorded in Book 2013, Page 4, Montgomery County Deed Records, South 65° 08' 30" East 1,059.20 feet; thence still with the south line of the Good land, South 33° 43' West 164.69 feet; thence still with the south line of the Good land, South 64° 59' 20" East 489.47 feet to the northwest corner of the perpetual easement, said northwest corner being 220.00 feet westwardly from and measured at right angles to Station 137+18.89 as shown on the right-of-way plans of the State of Ohio; thence with the west line of the perpetual easement on a curve to the right with a radius of 12,057.67 feet for 1,254.38 feet, the tangent to said curve at its point of beginning bearing South 8° 25' 50" West; thence still with the west line of the perpetual easement, South 14° 23' 30" West 85.07 feet to the point of beginning, containing 54.020 acres, more or less. Curve distance is measured on the arc.

RECORDED
1-15-71
11:51 AM

RECORDED
1-15-71
11:51 AM

Tract 2

Located in Sections 17 and 18, Town 2, Range 5, M.R.S., Miami Township, Montgomery County, Ohio, described as follows: Beginning at the northeast corner of Section 17 and the southeast corner of Section 18 and in the centerline of Springboro Pike;

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A. J. JOY
 COUNTY ENGINEER
[Signature]

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thence with the east line of Section 17 and the centerline of Springboro Pike South 5° 22' 30" West, 4,641.33 feet to the northeast corner of land conveyed to Oscar H. P. Snyder by deed recorded in Book 1923, page 355, Montgomery County Deed Records; thence with the north line of the Snyder land South 74° 36' 40" West, 1,794.47 feet to the east right-of-way line of Interstate Route 75, said right-of-way line being 240.00 feet eastwardly from and measured at right angles to the centerline of Interstate Route 75; thence with the east right-of-way line of Interstate Route 75, North 14° 24' 54" East, 1,342.42 feet; thence still with the east right-of-way line North 8° 42' 16" East 301.50 feet to a point 210.00 feet eastwardly from and measured at right angles of the centerline of Interstate Route 75; thence still with the east right-of-way line North 14° 24' 54" East, 1138.00 feet; thence still with the east right-of-way line in a northerly direction on a curve to the left with a radius of 12,407.07 feet for 1,176.56 feet to the south line of land conveyed to Ada Good et al. by deed recorded in Book 1880, Page 682, Montgomery County Deed Records, said curve at its point of beginning being tangent to last course; thence with the south line of the Good land, South 65° 23' 30" East 874.80 feet to the southeast corner of the Good land, the east line of Section 18 and the centerline of Springboro Pike; thence with the east line of Section 18 and with the centerline of Springboro Pike, South 5° 13' West 330.05 feet to the point of beginning, containing 150.861 acres, more or less. Curve distance is measured on the arc.

Tract 3

Located in Section 17, Town 2, Range 5, M.R.S., Miami Township, Montgomery County, Ohio, described as follows: Beginning at the southeast corner of Section 17, and in the centerline of Springboro Pike; thence with the south line of Section 17 South 74° 42' West 1,959.86 feet to the east right-of-way line of Interstate Route 75, said right-of-way line being 240.00 feet eastwardly from and measured at right angles to the centerline of Interstate Route 75; thence with the east right-of-way line of Interstate Route 75, North 14° 24' 54" East 989.60 feet to the southwest corner of land conveyed to Lacsca, Inc. by deed recorded in Book 2268, Page 490, Montgomery County Deed Records; thence with the south line of the Lacsca land and its eastward extension, which is the south line of land conveyed to Lacsca, Inc. by deed recorded in Book 2268, Page 499, Montgomery County Deed Records, North 74° 38' 40" East 1,796.47 feet to the southeast corner of the last-mentioned Lacsca land and in the east line of Section 17 and the centerline of Springboro Pike; thence with such centerline and east line, South 5° 22' 30" West 920.57 feet to the point of beginning, containing 37.071 acres, more or less.

Tract 4

Located in Section 16, Town 2, Range 5, M.R.S., Miami Township, Montgomery County, Ohio, described as follows: Beginning in the

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- 2 -

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centerline of Springboro Pike at the northeast corner of Section 16 and at the southeast corner of land conveyed to Oscar H. P. Snyder by deed recorded in Book 1923, page 355, Montgomery County Deed Records; thence with the east line of Section 16 and the centerline of Springboro Pike, South 0° 45' West 818.67 feet to the northeast corner of land conveyed to Harold J. Ackerman, et al., by deed recorded in Book 2121, Page 521, Montgomery County Deed Records; thence with the north line of the Ackerman land, South 81° 12' West 530.00 feet to the northwest corner thereof; thence with the west line of the Ackerman land, South 1° 15' 40" West 484.28 feet to the southwest corner thereof; thence with the south line of the Ackerman land, North 84° 38' East 530.00 feet to the southeast corner thereof and the east line of Section 16 and the centerline of Springboro Pike; thence with such east line and centerline, South 0° 45' West 493.12 feet to the northeast corner of land conveyed to Blanche McCabe by deed recorded in Book 2017, Page 493, Montgomery County Deed Records; thence with the north line of the McCabe land, South 70° 15' 20" West 1,669.75 feet to the southeast corner of land conveyed to L. Pearl Long, et al., by deed recorded in Book 1496, Page 21, Montgomery County Deed Records; thence with the east line of the Long land, North 34° 01' 40" West 762.51 feet; thence still with the east line, North 5° 29' 40" West 106.63 feet to the south end of a perpetual easement for highway purposes conveyed to the State of Ohio by deed recorded in Book 1911, Page 551, Montgomery County Deed Records, said point being located 230.00 feet left of station 56+63.75 on the centerline of the highway; thence with the east line of the perpetual easement, North 10° 31' 10" East 1,005.87 feet to the northeast corner thereof, being located 240.00 feet left of station 66+69.92, on the centerline of the highway and being also in the south line of the Snyder land and in the north line of Section 16; thence with the north line of Section 16 and the south line of the Snyder land, North 70° 13' 50" East 1,963.16 feet to the point of beginning, containing 72.344 acres, more or less.

Trace 5

Located in Section 16, Town 2, Range 5, M.R.S., Miami Township, Montgomery County, Ohio, and being described as follows: Beginning at the southwest corner of land conveyed to Rita Walbaum by deed recorded in Book 2124, Page 613, Montgomery County Deed Records, and in the north line of land conveyed to Blanche McCabe by deed recorded in Book 2017, Page 493, Montgomery County Deed Records; thence with the north line of the McCabe land, South 70° 44' 30" West 659.08 feet to a point located 206.58 feet eastwardly from the centerline of Interstate Route 75 at Station 46+98.67, said point being in the east line of the perpetual easement for highway purposes conveyed to the State of Ohio; thence with the east line of the perpetual easement, North 8° 42' 10" East 301.43 feet to a point located 200.00 feet eastwardly from Station 50+90 on the centerline; thence still with the east line of the perpetual easement, North 12° 32' 20" East 664.31 feet to a point located 230.00 feet right of Station 56+63.75 on the centerline

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of the highway, said point being an angle in the west line of the Wolbaum land; thence with the west line of the Wolbaum land, South 5° 29' 40" East 106.63 feet to an angle in the west line; thence still with the west line of the Wolbaum land, South 34° 04' 40" East 762.51 feet to the point of beginning, containing 6.207 acres, more or less.

Tract 6

Located in Section 16, Town 2, Range 5, NRS., Miami Township, Montgomery County, Ohio, and being the north part of Lot 5 in Section 16, and being described as follows: Beginning at a point in the east line of Section 16 and in the centerline of Springboro Pike at the southeast corner of a 72.344-acre tract conveyed to Lacsea, Inc. by deed recorded in Book 2354, page 385, Montgomery County Deed Records, said point being the northeast corner of Lot 5 and the northeast corner of a 54-acre tract described in the deed to Blanche McCabe recorded in Book 2017, page 491, Montgomery County Deed Records; thence with the north lines of Lot 5 and the 54-acre tract and the south line of the 72.344-acre tract South 70° 15' 20" West, 1669.75 feet to the southwest corner of the 72.344-acre tract and the southeast corner of a 6.207-acre tract conveyed to Lacsea, Inc. by deed recorded in Book 2354, page 385, Montgomery County Deed Records; thence continuing with the north lines of Lot 5 and the 54-acre tract and with the south line of the 6.207-acre tract South 70° 44' 30" West, 659.08 feet to the southwest corner of the 6.207-acre tract and the east line of a perpetual easement for highway purposes conveyed to the State of Ohio; thence with the east line of the perpetual easement southwardly 500 feet, more or less, to the northwest corner of a 1.08-acre tract conveyed to Miamisburg Congregation of Jehovah's Witnesses by deed recorded in Book 2059, page 621, Montgomery County Deed Records; thence with the north line of the 1.08-acre tract North 89° 46' East parallel with the centerline of the Miamisburg-Springboro Road, 421 feet to an iron pin; thence with the east line of the 1.08-acre tract South 0° 14' East, 153.95 feet, more or less, to the centerline of the Miamisburg-Springboro Road passing at 129.2 feet an iron pin in the north right-of-way line of said road; thence with the centerline of the Miamisburg-Springboro Road North 09° 46' East, 1424.21 feet, more or less, to the southwest corner of a 0.75-acre tract conveyed to the Miamisburg Congregation of the Brethren Church of Miami Township, Montgomery County, Ohio, by deed recorded in Book 156, page 313, Montgomery County Deed Records; thence with the west line of the 0.75-acre tract North 5° 13' 10" East parallel to the centerline of Springboro Road and the east line of Section 16, 165 feet to the northwest corner of the 0.75-acre tract; thence with the north line of the 0.75-acre tract North 89° 46' East parallel to the centerline of the Miamisburg-Springboro Road, 198 feet to the east line of Section 16 and the centerline of Springboro Pike; thence with the east line of Section 16 and the centerline of Springboro Pike North 5° 15' 10" East, 1125 feet, more or less, to the place of beginning, containing 46.77 acres, more or less.

- 71 20007 -

- 4 -

Delaware

The First State

PAGE 1

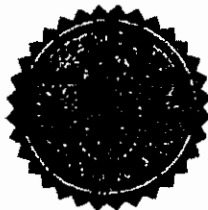
419-00 04/28/03 15:01:22
MERF-03-060325 0002
Montgomery County
Judy Dodge, Recorder

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"THE MEAD CORPORATION", A OHIO CORPORATION,

WITH AND INTO "MW CUSTOM PAPERS, INC." UNDER THE NAME OF "MW CUSTOM PAPERS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002, AT 2 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002, AT 5 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3604888 8100M

030248126

AUTHENTICATION: 2367741

DATE: 04-15-03

**CERTIFICATE OF MERGER
of
THE MEAD CORPORATION
(an Ohio corporation)
into
MW CUSTOM PAPERS, INC.
(a Delaware corporation)**

(Under Section 252 of the General Corporation Law of the State of Delaware)

MW CUSTOM PAPERS, INC. hereby certifies that:

- (1) The name and jurisdiction of incorporation of each of the constituent corporations are:
 - (a) The Mead Corporation, an Ohio corporation; and
 - (b) MW Custom Papers, Inc., a Delaware corporation.
- (2) An agreement of merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 252(c) of the Delaware General Corporation Law.
- (3) The name of the surviving corporation is MW Custom Papers, Inc..
- (4) The certificate of incorporation of MW Custom Papers, Inc. shall be the certificate of incorporation of the surviving corporation.
- (5) The merger shall be effective at 5:00 p.m. on December 31, 2002.
- (6) The executed agreement of merger is on file at an office of the surviving corporation at Courthouse Plaza NE, Dayton, Ohio 45402.
- (7) A copy of the agreement of merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.
- (8) The authorized capital stock of The Mead Corporation consists of: (i) 300 million common shares, and (ii) 40,357,040 preferred shares.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be signed by an authorized officer on the 31st day of December, 2002.

MW CUSTOM PAPERS, INC.

By: 
 Name: Joseph I. Ritter
 Title: Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 12/31/2002
020811813 - 3604888

CERTIFICATE OF CONVERSION

**CONVERSION OF
MW CUSTOM PAPERS, INC.
INTO MW CUSTOM PAPERS, LLC**

THIS CERTIFICATE OF CONVERSION is executed as of December 31, 2002 for the purpose of converting MW CUSTOM PAPERS, INC., a Delaware corporation (the "Corporation"), into a Delaware limited liability company pursuant to Section 266 of the Delaware General Corporation Law and Section 214 of the Delaware Limited Liability Company Act. The undersigned, being duly authorized to execute and file this Certificate of Conversion, does hereby certify as follows:

1. Date and Jurisdiction of Incorporation. The Corporation was incorporated under the laws of the State of Delaware by filing a Certificate of Incorporation on December 19, 2002.

2. Name of Corporation. The name of the Corporation immediately prior to the filing of this Certificate of Conversion was MW Custom Papers, Inc.

3. Name of Limited Liability Company. The name of the limited liability company into which the Corporation is being converted by the filing of this Certificate, as set forth in its Certificate of Formation filed pursuant to Section 214 of the Delaware Limited Liability Company Act, is MW Custom Papers, LLC.

4. Effective Time of Conversion. The effective time of the conversion of the Corporation into a limited liability company (the "Effective Time") shall be 5:00 p.m. on December 31, 2002, immediately following the merger of The Mead Corporation into MW Custom Papers, Inc.

5. Effect of Conversion. At the Effective Time:

- (i) the Corporation shall be converted into a domestic limited liability company, with the sole stockholder of the Corporation as its sole member;
- (ii) the conversion shall not be deemed to affect any obligations or liabilities of the Corporation incurred prior to its conversion to a domestic limited liability company or the personal liability of any person incurred prior to such conversion;
- (iii) all of the rights, privileges and powers of the Corporation and all property, real, personal and mixed, and all debts due to the Corporation as well as all other things and causes of action belonging to the Corporation, shall remain vested in the domestic limited liability company, and the title to any real property vested by deed or otherwise in the Corporation shall not

revert or be in any way impaired by reason; but all rights of creditors and all liens upon any property of the Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Corporation shall remain attached to the domestic limited liability company to which the Corporation has converted, and may be enforced against it to the same extent as if such debts, liabilities and duties had originally been incurred or contracted by it in its capacity as a domestic limited liability company; and

- (iv) the rights, privileges, powers and interests in property of the Corporation, as well as the debts, liabilities and duties of the Corporation, shall not be deemed, as a consequence of the conversion, to have been transferred to the domestic limited liability company to which the Corporation has converted for any purpose of the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion as of the date first above written.

MW CUSTOM PAPERS, INC.

By David L. Santez
Name: David L. Santez
Title: Vice President

MW CUSTOM PAPERS, LLC

CERTIFICATE OF FORMATION

THIS CERTIFICATE OF FORMATION is executed as of December 31, 2002 for the purpose of forming a limited liability company pursuant to Section 201 of the Delaware Limited Liability Company Act. The undersigned, being duly authorized to execute and file this Certificate of Formation, does hereby certify as follows:

1. Name. The name of the limited liability company (the "Company") is MW Custom Papers, LLC.

2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The registered agent for the service of process at such address is The Corporation Trust Company.

3. Effective Date. This Certificate of Formation shall be effective at 5:00 p.m. on December 31, 2002.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.



Joseph I. Hitter
Authorized Person

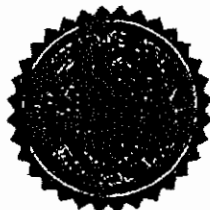
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "MW CUSTOM PAPERS, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "MW CUSTOM PAPERS, INC." TO "MW CUSTOM PAPERS, LLC", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002, AT 2:01 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002, AT 5 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3604888 8100V

AUTHENTICATION: 2367763

030248126

DATE: 04-15-03

#9

BOOK 1375 PAGE 51

Know All Men by These Presents:

That Forest G. Bailey (also known as Forrest Bailey) and Margaret I. Bailey, his Wife

in consideration of One Dollar to them paid by The Dayton Power and Light Company, the receipt of which is hereby acknowledged, do hereby grant and convey unto said The Dayton Power and Light Company, its successors and assigns forever, the right of way and easement, subject to legal highways, for a line for the transmission and/or distribution of electric energy thereover, for any and all purposes for which electric energy is now, or may hereafter be used, with the right to construct, maintain and use or remove said line and appurtenances subject to the conditions hereinafter contained, over and across the following premises, viz:

situated in Miami Township, Montgomery County, Ohio

and being a tract of land containing 83.72 acres, more or less, situated in the southeast 1/4 of Section 28, Town 2, Range 5 NRS., and being the same premises described in a Warranty Deed recorded in Deed Book No. 917, page 101 of the deed records of Montgomery County, Ohio.

The aforesaid line shall consist of wooden poles, or steel and concrete structures, or both, together with all necessary equipment, wires, cables, anchors, fixtures and appliances appurtenant thereto. The centerline of said line shall be approximately along the following course, viz:

Beginning at a point in the westerly property line (which is also the centerline of the Byers Road) 36.15 feet northeastwardly from the southwest corner of said premises, thence eastwardly 30.2 feet to a point 33.5 feet north of the south property line (which is also the north line of the Byers tract), thence southeastwardly 506 feet to a point 1 foot north from the aforesaid south property line, thence eastwardly 2065.2 feet to a point 2 feet north of the aforesaid south property line, thence southeastwardly 29.5 feet, more or less, to a point in the aforesaid south property line 196.5 feet west of the southeast corner of said premises.

Handwritten notes and signatures in a box, including 'No. 751', 'M. I. BAILEY', and 'M. BAILEY'.

CONSTRUCTION COVERED BY THIS DEED HAS BEEN INSPECTED AND CONFORMS THEREWITH. Not Constructed as of 1-5-50 By E. Fryer

The Dayton Power and Light Company, its successors and assigns, by its employees and agents, may enter upon said premises from time to time to erect, repair and maintain or remove said line or part thereof and to cut and remove such trees or other obstructions as, in the opinion of the grantor herein, may now or at any time hereafter interfere with the use, maintenance and successful operation of said line, and to place and string wires and cables thereon and to repair and maintain or remove the same.

That said The Dayton Power and Light Company, its successors and assigns, shall hold the grantor harmless from any and all damages to persons or property that may arise from or be caused by the negligence of The Dayton Power and Light Company, its successors or assigns, or their agents, servants, or employees, in the construction, maintenance or use of said pole line.

It is further agreed that failure of said The Dayton Power and Light Company, its successors and assigns, or any of them, to enter upon said tract or parcel of real estate or any part thereof, or to exercise any of the rights and privileges hereby granted and conveyed shall not work a forfeiture or abandonment of the rights and privileges hereby granted and conveyed, in whole or in part, nor shall any such failure to enter upon said tract or parcel of real estate above described be construed as a surrender of any of the rights and privileges hereby granted and conveyed.

BOOK 1375 PAGE 52

The acceptance of this conveyance by The Dayton Power and Light Company shall operate as an agreement by it for itself, its successors and assigns to all the terms and conditions hereof, and it and they shall be bound thereby.

IN WITNESS WHEREOF, the said Forest G. Bailey (also known as Forrest Bailey) and Margaret I. Bailey, his Wife

have hereunto subscribed their names on this 5th day of January 1950

Signed and acknowledged in the presence of:

Kenneth Fryer
Kenneth Fryer

Forest G. Bailey
Forest G. Bailey

Arthur Woods
Arthur Woods

Margaret I. Bailey
Margaret I. Bailey

APPROVED LAW DEPARTMENT
In presence of
William H. ...

STATE OF OHIO, COUNTY OF MONTGOMERY ss:

Be it remembered, that on this 5th day of January in the year of our Lord One Thousand Nine Hundred and Fifty before me, the subscriber, a Notary Public in and for said County, personally came Forest G. Bailey and Margaret I. Bailey

the grantors in the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed for the uses and purposes therein mentioned.

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

Kenneth Fryer

KENNETH FRYER, Notary Public
in and for Montgomery County, Ohio
My Commission Expires Oct. 7, 1950



RIGHT OF WAY GRANT

FROM
Forest G. Bailey
Margaret I. Bailey
TO
The Dayton Power and Light Company

Transfer not necessary

County Auditor
State of Ohio
Presented for Record on the
day of
o'clock
Recorded
Deed Book

County Recorder
Project No. 2520-13 - K. Fryer
Page 120

#10

BOOK 2004 PAGE 633

Know All Men by These Presents:

That Forrest Bailey and Margaret I. Bailey, husband and wife

In consideration of One Dollar to them paid by The Dayton Power and Light Company, the receipt of which is hereby acknowledged, do hereby grant and convey unto said The Dayton Power and Light Company, its successors and assigns forever, a right of way and easement, subject to legal highways, for a line for the transmission and/or distribution of electric energy thereover, for any and all purposes for which electric energy is now, or may hereafter be used, with the right to construct, reconstruct, repair, maintain, use or remove said line and appurtenances, subject to the conditions hereinafter contained, over and across the following premises, viz:

situated in Miami Township, Montgomery County, Ohio

and being a tract of land containing 72.06 acres, more or less, situated in part of Section 18, Town 2, Range 5 N&E and being the same premises conveyed in a Warranty Deed described in Deed Book No. 1828, page 483 of the Deed Records of Montgomery County, Ohio.

The aforesaid line shall consist of pole line feet in width, together with all necessary equipment, wires, cables, anchors, fixtures and appliances appurtenant thereto. The centerline of said right of way and easement shall be approximately along the following course viz:

Beginning at a point in the northerly property line one (1) foot eastwardly from the easterly line of Evers Road; thence southwardly parallel to and one (1) foot eastwardly from the aforesaid easterly road line passing point "A" at 857 feet, 892 feet to a point.

Also beginning at point "A" on the above described line; thence westwardly 16.5 feet, more or less, to a point in the centerline of Evers Road 861 feet southwardly of the northerly property line.

RECORDED
BY REC'D

SEP 9

In the event that Evers Road should be widened or relocated, said The Dayton Power and Light Company, its successors or assigns, may, but shall not be required to relocate or reconstruct said line and appurtenances, so that the centerline of said line as relocated or reconstructed shall not be more than one (1) foot of the road as widened or relocated.

The Dayton Power and Light Company, its successors and assigns, by its employees and agents, may enter upon said premises from time to time to construct, reconstruct, repair, maintain, use, or remove said line or part thereof, and to cut and remove such trees or other obstructions as, in the opinion of the grantee herein, may now or at any time hereafter interfere with the use, maintenance and successful operation of said line, and to place and string wires and cables thereon, and to repair, reconstruct, maintain, use or remove the same.

The grantor shall have full right to use the land within said right of way and easement for any purpose consistent with the rights herein granted to the Grantee, its successors and assigns; provided, however, that no buildings or other structures shall be erected within the limits of said right of way and easement by the grantor, or any other party claiming title or possession under said grantor.

That said The Dayton Power and Light Company, its successors and assigns shall hold the grantor, its heirs, administrators, and assigns, harmless from any damage to crops and other property that may arise from or be caused by the negligence of The Dayton Power and Light Company, its successors or assigns or their agents, servants, or employees, in the construction, reconstruction, repair, use or removal of said pole line.

It is further agreed that failure of said The Dayton Power and Light Company, its successors and assigns, or any of them to enter upon said tract or parcel of real estate or any part thereof, or to exercise any of the rights and privileges hereby granted and conveyed shall not work a forfeiture or abandonment of the rights and privileges hereby granted and conveyed, in whole or in part, nor shall any such failure to enter upon said tract or parcel of real estate above described be construed as a surrender of any of the rights and privileges hereby granted and conveyed.

The grantor for themselves and their heirs, executors, administrators and assigns, covenant with the grantee, its successors and assigns, that they are the true and lawful owner of said premises and has full power to convey the rights hereby conveyed, and that they warrant and will defend the same against the claims of all persons whomsoever.

BOOK 2004 PAGE 684

The acceptance of this conveyance by The Dayton Power and Light Company shall operate as an agreement by it for itself, its successors and assigns to all the terms and conditions hereof, and it and they shall be bound thereby.

IN WITNESS WHEREOF, the said Forrest Bailey and Margaret I. Bailey, husband and wife

do hereby subscribe their name on this 29th day of Aug 1960

Signed and acknowledged in the presence of:

Forrest Bailey, Margaret I. Bailey, Kenneth M. Fryer

STATE OF OHIO COUNTY OF MONTGOMERY

BE IT REMEMBERED, that on the 29th day of Aug in the year of our Lord One Thousand Nine Hundred and Sixty before me, the subscriber, a Notary Public in and for said County, personally came Forrest Bailey and Margaret I. Bailey

the grantor in the foregoing instrument, and acknowledged the signing thereof to be their deed for the uses and purposes therein mentioned.

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

Kenneth M. Fryer, Notary Public in and for Montgomery, Butler, DeWitt, Adams, Greene, Warren & Clark Counties, Ohio My Commission Expires May 12, 1963



File No. 12937, Trans. N-N, Rec'd. 9-9-60, Time 1:42 P.M., Recorded 9-9-60, Fee \$ 2.00, CHARLES S. HECK, Montgomery County Recorder

LEGAL DEPARTMENT, The Dayton Power and Light Company, This instrument was prepared and approved by

9/6/60, K.H. Alvord

12937, RIGHT OF WAY GRANT

FROM

Forrest Bailey, Margaret I. Bailey

TO

The Dayton Power and Light Company, JESSE HANFUS, COUNTY RECORDER

Transfer and Necessary

County Address, State of Ohio, Montgomery County, Ohio, Recorded on the 9th day of 9, 1960, 5800

County Recorder

Project No. 45969 - Fryer

#11

Form 3772 (6-71) Easement

VICKI D. PEGG
RECORDER

02472

THE OHIO BELL TELEPHONE COMPANY

FEB 25 11 00 AM '81

MUNI. RECORDER

In consideration of \$300.00 and no/100 Dollars (.....) and other good and valuable considerations, receipt whereof is hereby acknowledged, I,, 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.....5 feet.....wide across the property and/or along the highway adjoining the property which.....owns, or in which.....has an interest, situated in the Township of.....County of Montgomery.....State of Ohio, known as.....Being a TRACT OF LAND CONTAINING 34.020 ACRES MORE OR LESS situated in Section 18, Town 2, Range 5NRR.....

and being the same premises of record in Deed Book 2528.....Page 611.....of Montgomery County Records.

Said underground communication systems shall be constructed according to the following terms: within the boundaries of a five (5) foot strip of land as shown and delineated upon the attached 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 damage to growing crops, fences and drains etc 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, I,, have hereunto set my hand and seal, this 19th day of January, 1981.
Signed and acknowledged in the presence of:
Lilly A. Pappas
By: Gordon H. Williams
ITS: [Signature]
By: [Signature]
ITS: [Signature]

STATE OF OHIO }
COUNTY OF }
Before me, a Notary Public in and for said County, personally appeared..... and..... who acknowledged that..... did sign the foregoing instrument and that the same is..... for act and deed.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this..... day of..... 19.....

18 62 87

Notary Public in and for

NO TIME TO BE EARNED
COUNTY AUDITOR

81 073E05

STATE OF OHIO
MONTGOMERY COUNTY

Personally came before me this 19th day of January 18 81
Gordon H. Ketting and George J. ... to me
known to be the Vice President and Secretary, 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 so to do, 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.

THIS INSTRUMENT PREPARED BY
THE OHIO BELL TELEPHONE CO.

Kelly L. Haws
Notary Public in and for

Montgomery County, Ohio

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

KELLY L. HAWS, Notary Public
in and for the State of Ohio
My Commission Expires AUG. 30, 1984

REC'D.
REC. NO. _____
FILE NO. _____
OTHER FILE NO. _____
TO: _____
FROM: _____

TO
THE OHIO BELL TELEPHONE COMPANY

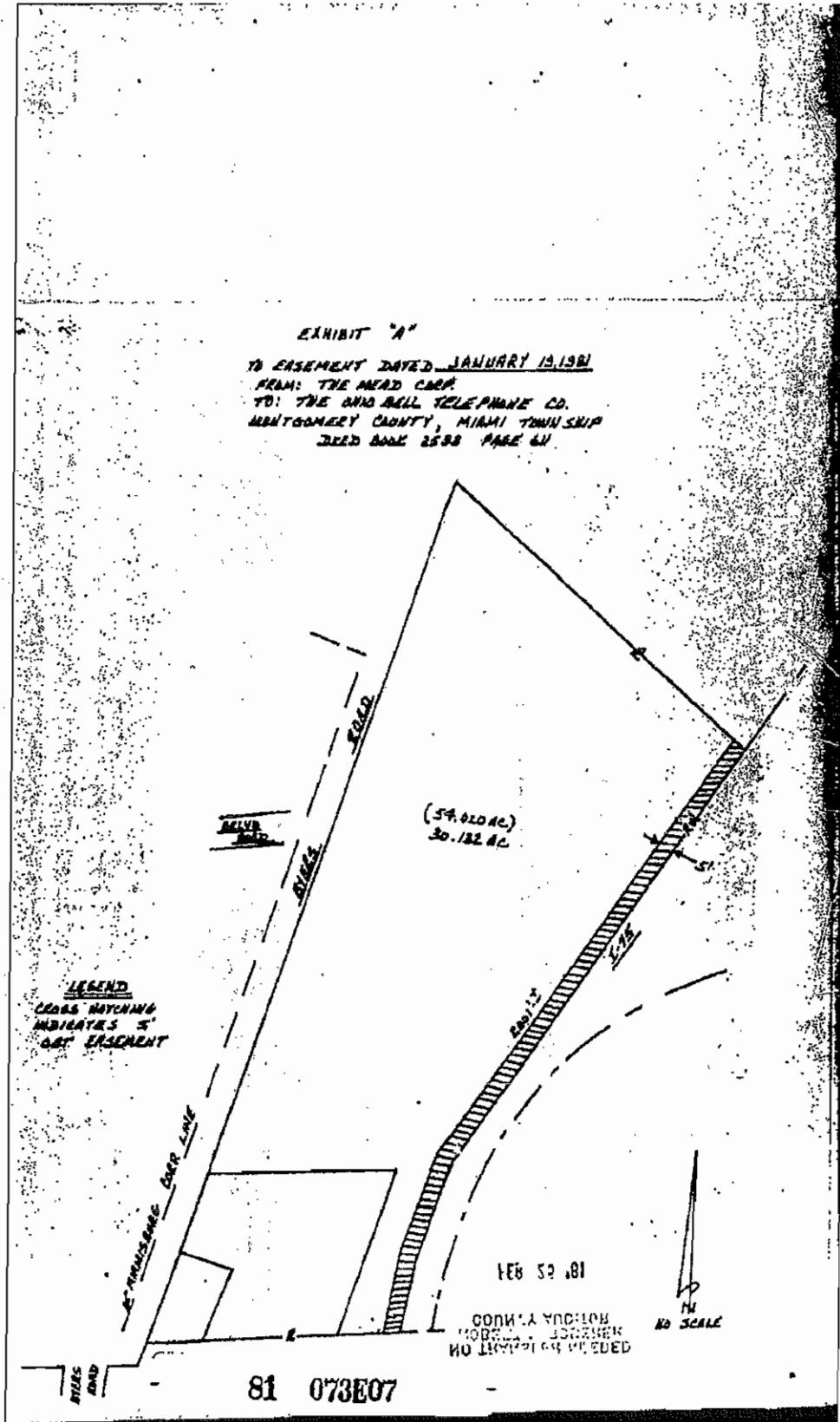
Form #287 Reference

No. _____ Date _____
Voucher _____ Amount _____ of \$ _____
by _____

COUNTY RECORDERS RECORD

is for record _____
of _____ M. _____
Page _____
County Number _____

81 073E06



12

ELECTRIC R/W

06026

KNOW ALL MEN BY THESE PRESENTS

THAT The Mead Corporation, an Ohio Corporation, Grantor, in consideration of One Dollar (\$1.00) to it paid by The Dayton Power and Light Company, Courthouse Plaza Southwest, Dayton, Ohio 45402 (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto The Dayton Power and Light Company, its successors and assigns forever, a right of way and easement for lines for the transmission and/or distribution of electric energy and/or for any and all purposes for which electric energy is now, or may hereafter be used, together with the right to construct thereon, either underground or overhead, all towers, poles, lines, structures, wires, cables, conduits, manholes, anchors, grounding systems, counterpoises, communication circuits, equipment, and all other appurtenances necessary or incidental to the use of said right of way and easement; and the right to add to, construct, reconstruct, erect, operate, repair, maintain, use, remove or replace such facilities, subject to the conditions hereinafter contained, in, over, upon, under and through the following described premises, viz:

Situated in Miami Township, Montgomery County, Ohio.

And being a tract of land containing 30.435 acres, more or less, situated in part of Section 18, Town 2, Range 5 MRS and being a part of the premises conveyed in a warranty deed recorded in Volume 2538, Page 611 of the deed records of Montgomery County, Ohio.

Said right of way and easement shall be located on the above premises and within the following described tract of land:

R.4637 #01 65.60

Beginning at a point in a southerly property line (which is also the southerly line of said Section 18, said point also being the southeast corner of a 4.659 acre tract); thence north 5° 10' 50" east with the easterly line of said 4.659 acre tract 475.00 feet to a point; thence north 73° 03' east 46.17 feet to a point; thence north 21° 09' 46" east 1363.28 feet to a point in a northeasterly property line (which is also the southwesterly line of Autumn Woods as recorded in Plat Book 107, Page 23 of the plat records of said county); thence south 65° 08' 30" east with the said northeasterly property line 25.05 feet to a point, said point being the northwest corner of the State of Ohio's 23.888 acre tract; thence south 21° 09' 46" west with the northwesterly line of the State of Ohio's 23.888 acre tract, 1475.38 feet to a point; thence south 8° 17' 11" west continuing with a westerly line of the State of Ohio's 23.888 acre tract, 282.11 feet to a point; thence south 5° 10' east and continuing with a westerly line of the State of Ohio's 23.888 acre tract 242.38 feet to a point in the southerly property line (which is also the southerly line of said Section 18); thence south 73° 03' west with the southerly line of said Section 18, 128.26 feet to the point of beginning.

Said right of way and easement may be further identified on Exhibit "A" attached hereto and made a part hereof.

In addition to the rights provided above, said grant of right of way and easement shall provide that:

VICKI D. PEGO
RECORDER

MAY 14 10 12 AM '82

MONTEGOMERY CO., OHIO

[Handwritten signature]
RECORDER
MAY 14 1982

NO TRANSFER NEEDED
VICKI D. PEGO
COUNTY AUDITOR

MAY 14 '82

82175E08

Grantee, by and through its employees, servants, and agents, shall have the right of ingress and egress over the right of way and the adjoining premises of Grantor to construct, reconstruct, maintain, repair, use or remove its facilities or parts thereof, and to cut, trim and remove or otherwise control such trees, roots, undergrowth or overhanging branches or other obstructions, both within and without the limits of said right of way and easement, as, in the opinion of Grantee, may now or at any time hereafter interfere with the construction, use, maintenance or successful operation of said facilities and/or the transmission and/or distribution of electric energy thereby.

Grantee shall reimburse Grantor for any damage or loss to growing crops and other property, including buildings and fences, that may be caused by the negligence of Grantee, its agents, servants, or employees, in the construction, repair, use or removal of its facilities.

No buildings or other structures shall be erected within the limits of said right of way and easement by Grantor. No excavating or filling shall be done or be permitted by Grantor within said right of way and easement, which in the opinion of Grantee would either (a) reduce or add to the distance between Grantee's facilities and the land surface, (b) impair the land support of its facilities, (c) impair Grantee's ability to maintain its facilities, or (d) create a hazard.

Grantor shall have the right to use the land within the limits of said right of way and easement in any other manner not inconsistent with the rights herein described.

Grantor covenants with Grantee, that it is the true and lawful owner of said premises and has full power to convey the rights hereby conveyed and warrants and will defend the same against the claims of all persons whomsoever.

In the event that any road should be widened or re-located so that its right of way extends onto the centerline herein provided for, Grantee may, but shall not be required to, relocate or reconstruct its line and appurtenances, so that the centerline of its line as relocated or reconstructed shall not be more than one (1) foot off the road right of way as widened or relocated.

All the covenants, agreements, stipulations, provisions, conditions and obligations contained herein, shall be considered as running with the land and shall extend to, bind and inure to the benefit of, as the case may require, the successors and assigns of the Grantor and Grantee respectively, as fully as if such words were written whenever reference to the Grantor and Grantee occur in this grant.

As used herein, words in the plural number include words in the singular number.

IN WITNESS WHEREOF, the Grantor has hereunto subscribed its name this 2nd day of April, 1982.

Signed and Acknowledged
in the Presence of:

Walter W. Greenwood
Kelly H. Lewis

THE MEAD CORPORATION

By: B. Paul [Signature]
Its Vice President
By: Bruce F. Bedford
Its Assistant Secretary
Gregory S. DeWolfe
Grantor

82175E04

STATE OF OHIO :
COUNTY OF MONTGOMERY : ss.:

Before me, a Notary Public in and for said County and State, personally appeared The Mead Corporation, by Bruce P. Bedford, its Vice President and Gregory S. DeWolfe, its Assistant Secretary, the Grantor in the foregoing instrument, and acknowledged the signing thereof to be their voluntary act and deed.

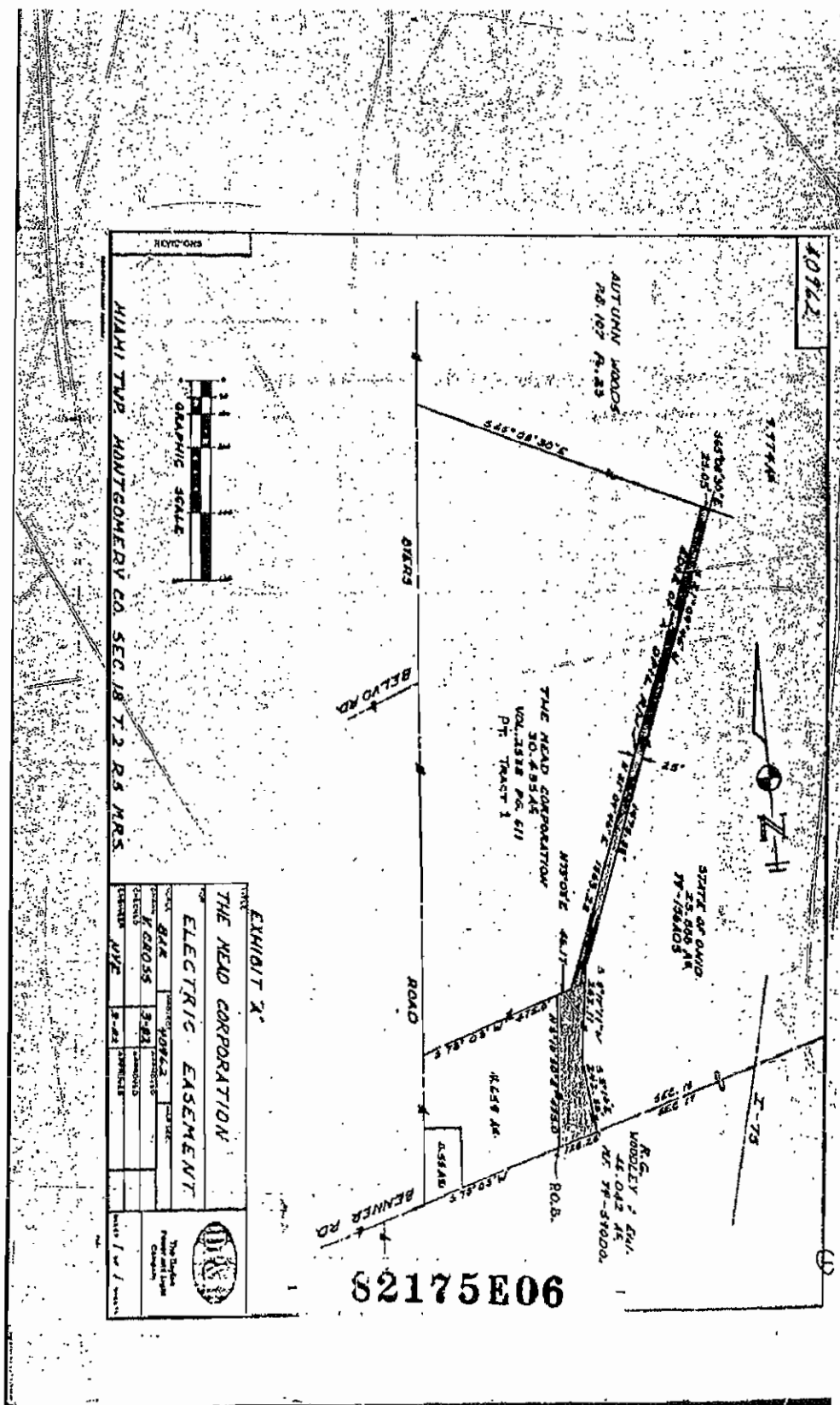
In testimony thereof, I have hereunto set my hand and seal, this 5th day of April, 1982.

MARTHA V. GREENWOOD, Notary Public
in and for the State of Ohio
My Commission Expires Jan. 25, 1984

Martha V. Greenwood
Notary Public

This Instrument was Prepared By:
Dwyer Rouse and Light Co
Land and Right of Way Dept
May 10 1982

- 82175E05 -



April 20, 1982

The Ohio Bell Telephone Company By R. R. Ball
Its Division Manager And -

Its - does hereby consent to the granting of the foregoing right of way and as to said right of way so granted does hereby waive priority of its five (5) ft. right of way and easement dated January 19, 1981 and recorded on Microfiche # 81-073-205 of the Deed Records of Montgomery County, Ohio, for overhang only, aboveground level, with no equipment of any kind whatsoever at or below ground in said five (5) ft. right of way and easement.

WITNESSES: The Ohio Bell Telephone Company
I.C.D. Schuch By: R.R. Ball
P.R. Morley R. R. Ball
And: -

STATE OF OHIO, COUNTY OF Montgomery SS:
On this 20th day of April, 1982, before me,
a Notary Public in and for said County, personally appeared
R. Ball its Division Manager
and - its -

of The Ohio Bell Telephone Company, the corporation which executed the foregoing consent and waiver, who acknowledged ~~that the seal affixed to said instrument is the corporate seal of said Corporation;~~ that they did sign and seal said instrument as such Division Manager and - in behalf of said corporation, and by authority of its Board of Directors, and that the signing of said instrument was their free and corporate act and deed individually and as such Division Manager and - and the free and corporate act and deed of said The Ohio Bell Telephone Company.

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

Virginia L. Flint
Notary Public

VIRGINIA L. FLINT, Notary Public
in and for the State of Ohio
My Commission Expires Jan. 27, 1984

Project No. 40962
The Mead Corporation
Approved By P.P.H.
Land and Right of Way Dept
May 4-1982

82175E07

#13

25744

VICKI D. PEGG
RECORDER

DEC 21 PM 3:09

MONTGOMERY CO. OHIO
RECORDED

TJH/C19

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GANDER CREEK ASSOCIATION

This Instrument Prepared By:
Robert M. Curry
Smith & Schnacke
A Legal Professional Association
2000 Courthouse Plaza, NE
P. O. Box 1817
Dayton, Ohio 45401

DEED 88-0771 B03

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Exhibit A -- Drainage Basin

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made as of this 5th day of December, 1988 by DANIS PROPERTIES CO., LTD., an Ohio limited partnership, MEAD REALTY GROUP, INC., an Ohio corporation, and NEWMARK ASSOCIATES, an Ohio joint venture (collectively, the "Developers") under the following circumstances:

A. Developers or their affiliates are the owners of certain land located in Miami Township, Montgomery County, Ohio (the "Developers' Land"). Developers' Land is a part of a drainage basin shown on and described in Exhibit A hereto (the "Drainage Basin"). The Developers' Land, together with all the other privately held land located within the Drainage Basin, is collectively referred to in this Declaration as the "Property."

B. The Developers entered into an agreement dated March 19, 1985 with the Board of County Commissioners of Montgomery County, Ohio to formulate a drainage master plan for the Drainage Basin (the "Drainage Agreement").

C. Pursuant to the Drainage Agreement, the Developers developed a drainage master plan ("Master Plan") for the Drainage Basin and incurred other expenses in partially implementing the Master Plan. These actions have and will improve the value of all the Property in the Drainage Basin.

D. By separate agreement of even date herewith, Developers have assigned all their responsibilities, rights, title and interest in and to the Master Plan to Gander Creek Association, an Ohio non-profit corporation (the "Association"). The Developers now desire, by this Declaration, to provide for the governance of the Association in order that the Association may continue the orderly and uniform development of the drainage system envisioned by the Master Plan, to establish a method whereby costs already incurred by the Developers for the benefit of all the Property can be recovered, and to provide a means for future costs for the development and maintenance of the drainage system to be shared by owners of portions of the Property whose lands have been subjected to the provisions of this Declaration.

E. By supplemental declarations dated the date hereof, Developers or their affiliates will subject the Developer Land to this Declaration.

NOW, THEREFORE, in consideration of the foregoing premises and for the purposes of establishing, assuring and maintaining the drainage system contemplated by the Master Plan, Developers declare that Developers' Land and any other portions of the Property from time to time subject to the provisions hereof shall be held, sold and conveyed subject to this Declaration and the liens provided for herein.

ARTICLE I

DEFINITIONS

In addition to those terms defined elsewhere in this Declaration, as used in this Declaration, unless the context otherwise requires, the following words have the following meanings:

1.1 Annual Meeting. "Annual Meeting" means the annual meeting of the Association held in April of each year upon such date as may be selected by the Board. In the year in which this Declaration initially becomes effective, the Annual Meeting shall be held on such date as the initial Board shall determine.

1.2 Articles of Incorporation. "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Gander Creek Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as such articles may be lawfully amended from time to time.

1.3 Assessment. "Assessments" mean the charges established as such by this Declaration, including the Annual Assessment established by Section 3.2, the Special Assessment established by Section 3.4, the Limited Special Assessment established by Section 3.5, the Entry Assessment established by Section 3.6 and/or the Individual Assessment established by Section 3.7.

1.4 Association. "Association" means Gander Creek Association, an Ohio corporation not-for-profit, which (a) among other things, is responsible for the repair, maintenance and operation of the Common Facilities, the levy and collection of Assessments, and enforcement of the terms and conditions of this Declaration, (b) may own the Common Facilities or parts thereof if the same are transferred to or acquired by the Association, and (c) has such other powers and authority as are set forth in this Declaration, the Articles of Incorporation, and the Regulations. Unless

otherwise indicated or the context otherwise requires, any rights or duties conferred upon or actions to be taken by the Association under this Declaration shall be by exercised or performed by the Board, acting on behalf of the Association.

1.5 Benefitted Lots. "Benefitted Lots" mean, with respect to a capital improvement to the Common Facilities which serves only a portion of the Property, those Lots benefitted by such capital improvement.

1.6 Board. "Board" means the Board of Trustees of the Association.

1.7 Common Expenses. "Common Expenses" mean those expenses of the Association described in Subsection 3.2.3.

1.8 Common Facilities. "Common Facilities" mean all property and property interests owned by the Association from time to time and held for the benefit of the Owners pursuant to this Declaration, including, but not limited to, any real property within the Drainage Basin owned in fee simple or leased to the Association; all easements and other rights owned by the Association; and any personal property (including contract rights) owned or leased by the Association. The Common Facilities may include, for example, storm water management zones, water retention ponds, lakes, streams, channels, pipes, drains, and maintenance facilities.

1.9 Constituent Documents. "Constituent Documents" mean this Declaration, the Articles of Incorporation and the Regulations.

1.10 Declaration. "Declaration" means this Declaration of Covenants, Conditions and Restrictions as the same may from time to time be amended in the manner prescribed herein.

1.11 Default. "Default" means any violation or breach of, or any failure to comply with, this Declaration, including all covenants, conditions, restrictions, charges, and other obligations provided for in this Declaration, or any violation or breach of, or any failure to comply with any other Constituent Document.

1.12 Development Costs. "Development Costs" mean those costs determined by the Board to be Development Costs pursuant to Section 3.6.

1.13 Discount Rate. "Discount Rate" means the rate which the Federal Reserve Bank in the fourth Federal Reserve district announces from time to time as its discount rate on 90-day commercial paper; any change in interest resulting from a change in the Discount Rate shall be effective on the effective date of such change.

1.14 Fiscal Meeting. "Fiscal Meeting" means the meeting of the Board, held annually, described in Subsection 3.2.4.

1.15 Improvement. "Improvement" means:

(a) any thing or object temporarily or permanently attached or affixed to any part of the Property or the Common Facilities (other than shrubbery, landscaping and hedges which are less than two feet high), including by way of illustration, but not limited to, any building or roofed structure, fence, curbing, paving, parking area, loading area, wall, signboard or any other temporary or permanent improvement on any part of the Property or the Common Facilities; and

(b) any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property or the Common Facilities, or which affects or alters the flow of any waters in any nature or artificial stream, wash or drainage channel from, upon or across any part of the Property or the Common Facilities.

1.15 Lot. "Lot" means any portion of the Property subjected to the provisions of this Declaration.

1.17 MPRC Member. "MPRC Member" means any person elected or appointed to the Master Plan Review Committee pursuant to Article VI.

1.18 Master Plan Review Committee (MPRC). "Master Plan Review Committee" means the committee established by Article VI.

1.19 Master Plan Standards. "Master Plan Standards" mean the standards to be adopted by the Board and enforced by the Master Plan Review Committee pursuant to Article VI, as such standards may from time to time be amended.

1.20 Members. "Members" mean all members of the Association as provided in Section 4.1.

1.21 Owner. "Owner" means the record owner of the fee simple estate from time to time, whether one or more persons or entities, of any Lot. If there is more than one record owner of the fee simple estate in any Lot, all decisions by such record owners as Owner shall be made jointly and not severally.

1.22 Peak Run Off Rate. "Peak Run Off Rate" means the peak run off rate for the outlet at Washington Church Road in Montgomery County, Ohio as determined by the Montgomery County Engineer in accordance with the Montgomery County Sub-Division Drainage Regulations.

1.23 Property. "Property" means the Developer's Land and all other land located within the Drainage Basin, but excepting those portions of the land which are public streets, Common Facilities, public lands, or other lands not available for private use.

1.24 Proportionate Share. "Proportionate Share" means the fractions established in Subsection 3.2.2.

1.25 Regulations. "Regulations" mean the regulations of the Association, as the same may be lawfully amended from time to time and which also serve as the code of regulations of the Association under the provisions of Chapter 1702 of the Revised Code of Ohio.

1.26 Tenant. "Tenant" means any person occupying any part of a Lot (including any Improvement or any part of an Improvement on any part of a Lot) pursuant to a written or oral lease agreement or land contract with the Owner or with any other person or entity claiming under the Owner, or under a tenancy at will or other occupancy agreement.

1.27 Trustee. "Trustee" means any person elected or appointed to the Board pursuant to Article IV.

ARTICLE II

COVENANT FOR ASSESSMENTS

2.1 Covenant for Payment. Each Owner of a Lot, by acceptance of the benefits provided by the Association, shall be deemed to covenant to pay or cause to be paid to the Association the Annual Assessment, the Special Assessment, the Limited Special Assessment, the Entry Assessment and the Individual Assessment, if any, such Assessments to be fixed, established, collected and deemed a personal obligation in accordance with the provisions of Article III.

2.2 Purpose of the Assessments. The Annual Assessment is established for the benefit and use of the Association as a charge on each Lot and shall be used to cover Common Expenses set forth in Subsection 3.2.3. The Special Assessment is established for the benefit and use of the Association and shall be used to pay the cost of any capital expenditures permitted under or approved in accordance with Section 3.4. The Limited Special Assessment is established for the benefit and use of the Association and shall be used to pay the cost of any capital expenditures permitted under or approved in accordance with Section 3.5. The Entry Assessment is established for the benefit and use of the Association and shall be used to pay the Development Costs approved in accordance with Section 3.6. The Individual Assessment is established for the benefit and use of the Association and shall be used to pay costs incurred by the Association to satisfy obligations which are the responsibility of a particular Owner as set forth in Section 3.7. The Assessments shall not be used for any purposes other than those herein specified.

ARTICLE III

THE ASSESSMENTS

3.1 Establishment of the Annual Assessment. Commencing January 1, 1988, there is hereby established for the benefit of the Association, as a charge on each Lot, an Annual Assessment based upon the formula provided in Subsection 3.2.1. The Annual Assessment for each year shall be due and payable in one installment on the date specified by the Board, which date shall be no less than fifteen (15) days after notice from the Board to the Owners of the Lots as provided in Subsection 3.2.4. The obligation to pay the Annual Assessment shall not in any manner be dependent upon, or discharged or otherwise affected by the Owner's actual use or non-use of the Common Facilities. Subject to the specific provisions of this Declaration relating to subordination of the Assessment liens (including, without limitation, the subordination of such liens to the lien of a first mortgage) and notwithstanding the date on which the Annual Assessment is imposed, levied or assessed, or on which a certificate of lien therefor is filed, such lien shall have priority over all liens and encumbrances on any Lot arising after the date this Declaration becomes effective with respect to such Lot (i.e., the date this Declaration is recorded or an instrument subjecting such Lot to this Declaration is recorded).

3.2 Amount of the Annual Assessment.

3.2.1 The Annual Assessment for each Lot in any calendar year shall be calculated and assessed as of January 1 of such year and shall be the Owner's Proportionate Share of the estimate of the Common Expenses (as determined by the Board pursuant to Subsection 3.2.4) for such calendar year. The Annual Assessment applicable to any Lot for any calendar year shall not be affected by reason of the fact that, subsequent to January 1 of such year, such Lot or any other Lot becomes part of the Common Facilities. No Annual Assessment shall be payable with respect to any part of the Property for any calendar year after calendar year 1988 in which such part of the Property was not a Lot on January 1 of such year, provided, however, that the Entry Assessment may include an allocation of a Lot's Proportionate Share of Common Expenses for the portion of any year in which such Lot first becomes subject to this Declaration.

3.2.2 The Annual Assessment payable by each Owner of a Lot shall be based on the proportion that the acreage of such Owner's Lot bears to the total acreage of all of the Lots. Accordingly, each Owner's "Proportionate Share" shall be a fraction, the numerator of which is the total number of acres contained in each such Lot and the denominator of which is the total number of acres contained in all of the Lots.

3.2.3 The Common Expenses shall consist of the following:

(a) the cost of the operation, management and administration of the Association;

(b) the cost of the ownership, operation, maintenance, repair, and replacement of the Common Facilities and the cost of all other services to be provided by the Association;

(c) the cost of any insurance to be provided and paid for by the Association;

(d) an amount deemed adequate by the Board to maintain a reserve for the cost of uncollected assessments, for unexpected repairs and replacements of Common Facilities, and for maintaining sufficient cash flow to assure that the Association will be able to pay the Common Expenses when they become due;

(e) the cost of the operation of the Master Plan Review Committee including payments made to MPRC Members pursuant to Section 5.4, reasonable charges for the facilities, personnel and assistance provided by the Association to the Master Plan Review Committee, and the cost of processing plans and specifications and issuing of certificates of compliance pursuant to Article V; provided that all such costs shall only constitute Common Expenses to the extent that such costs exceed fees, if any, collected by the Association to cover the same;

(f) the cost of the inspections required by Article VII, to the extent such costs exceed fees, if any, collected by the Association to cover the same;

(g) the amount of all real estate taxes and assessments on the Common Facilities;

(h) any cost or fee paid by the Association in connection with the transfer of any Common Facilities to it;

(i) legal, accounting and other expenses in connection with the foregoing; and

(j) all other ordinary and necessary costs of the Association, whether similar or dissimilar to the foregoing.

3.2.4 The Annual Assessment for 1988 shall be \$25.00 per acre and shall be due and payable on or before March 15, 1989. Prior to May 1 of each year after 1988, the Board shall hold a meeting (the "Fiscal Meeting") to determine for such year: (a) the estimate of the Common Expenses for such year; (b) each Owner's Proportionate Share in accordance with Subsection 3.2.2, and (c) the Annual Assessment for each Lot for such year. Each Fiscal Meeting shall be open to all Owners.

Notice of the Fiscal Meeting shall be given by the Board to each Member either personally or by mail addressed to such Member at its address appearing upon the membership book of the Association, at least ten (10) days (but not more than sixty (60) days) in advance of the date of the Fiscal Meeting. Such notice shall specify the place, date and hour of the Fiscal Meeting. Notwithstanding the foregoing, nothing shall prevent the Members of the Association from establishing any other procedure for the notification of Members of the Fiscal Meeting.

After the Fiscal Meeting, the Board shall give written notice to all Members of the Annual Assessment applicable to their respective Lots and the date of which such Annual Assessment is due and payable, which date shall be not less than fifteen (15) days after such notice.

In addition to the determination which the Board shall make as set forth in this Subsection 3.2.4, the Board may also, at any Fiscal Meeting or other meeting, adopt a budget for the Association, determine the amount of any "Operating Deficit" (as hereinafter defined) or surplus incurred by the Association for the previous calendar year, and make such other determinations of a fiscal nature as it may deem necessary or appropriate.

3.2.5 Any Owner who believes there has been an error in the determination of any Assessment applicable to that Owner may, within thirty days after the due date therefor, notify the Board in writing of the nature of such error and request a redetermination of such Assessment; provided, however, such Owner shall nonetheless pay such Assessment when due as herein provided. After consideration of any such request, the Board shall notify such Owner in writing of the Board's findings. If, upon such consideration, the Board shall find that an error has been made, an appropriate adjustment shall be made in the next Assessment of such Owner which is due after the Board's notice of such finding shall have been given to such Owner.

3.2.6 The failure of the Board to hold the Fiscal Meeting on or before the date specified above shall not affect the liability of the Owners to pay the Annual Assessment when determined. In the event of any such delay in the determination of the Annual Assessment, no Owner shall be considered in default in the payment of any installment thereof until such Owner has been given at least fifteen (15) days notice of the amount due. Until the determination of the Annual Assessment is made for the current year, the Board may, by giving notice to the Owners, elect to continue collecting assessments in an amount equal to the Annual Assessment applicable during the previous year. In such event, the amounts so collected shall be applied toward payment of the Annual Assessment for the current year when determined. Notwithstanding the foregoing, in the event that the Board fails to make the determination of the Annual Assessment for any year by December 31 of that year, then such Annual Assessment shall be deemed waived (except to the extent of payments previously received by the Board), but such waiver shall not be deemed to prohibit the Board from including the amount of any existing Operating Deficit in the next year's budget and Annual Assessment.

3.3 Surplus or Deficit.

3.3.1 If Annual Assessments collected during any calendar year are in excess of the funds required to meet the Common Expenses for such year, the Board shall, at the Fiscal Meeting for the succeeding calendar year, apply such excess against what it determines to be the estimated Common Expenses for such succeeding year. Any such excess shall in no event be deemed profits nor available for distribution to Members.

3.3.2 For purposes of this Article III, the term "Operating Deficit" shall mean the amount by which the Annual Assessments collected with respect to any calendar year is less than the funds necessary to meet the Common Expenses for such calendar year. Any Operating Deficit incurred in any calendar year (any such year being hereinafter called a "Deficit Year") may be assessed by the Board against the Lots to which the Annual Assessment for the Deficit Year was applicable, on the same basis as the Annual Assessment for such year, with each Owner paying its Proportionate Share (as determined for such Deficit Year) of the Operating Deficit. The Board may levy such assessment of the Operating Deficit at the Fiscal Meeting following such Deficit Year or as soon as a final accounting for such Deficit Year is completed. The Board shall mail written notification to each Owner of a Lot to which such assessment is applicable, specifying the amount of such Owner's Proportionate Share of the Operating Deficit. Such amount shall be payable by each such Owner within 15 days after the notice is mailed to it. Any assessment of an Operating Deficit as to a Deficit Year levied by the Board hereunder shall, for all purposes of this Declaration, be considered to be a part of the Annual Assessment for such year. No consent, approval or affirmative vote by the Members shall be required in order for the Board to assess each Owner's Proportionate Share of the Operating Deficit as provided for in this Section 3.3.

3.4 The Special Assessment. In addition to the Annual Assessment, the Board may from time to time levy Special Assessments as a charge upon each lot to cover the cost of constructing or replacing capital improvements to the Common Facilities to the extent that the reserves for such repair or replacement are insufficient; provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor unless authorized by the Board and approved by 50% of the votes cast by the Members who are voting in person or by proxy at a meeting duly called for such purpose. The Special Assessment shall

be applicable to all Owners of Lots on the date the capital improvements are authorized by vote of the Members as provided above. Provided all necessary approvals have been obtained, the Special Assessment for each such Lot shall be the Owner's Proportionate Share (which Proportionate Share shall be the same as that determined for the Annual Assessment for that calendar year in accordance with Subsection 3.2.2) of the amount of the cost of such construction or replacement of capital improvements as specified in the notice. The Special Assessment shall be due and payable in one installment within thirty (30) days after notice is given by the Association to the Lot Owner setting forth the amount of the Special Assessment and such Owner's Proportionate Share thereof.

3.5 The Limited Special Assessment. In addition to the Annual Assessment and Special Assessment, the Board may from time to time levy Limited Special Assessments as a charge upon Benefitted Lots to cover the cost of constructing or replacing capital improvements to the Common Facilities that benefit only the Benefitted Lots; provided that new capital improvements not replacing existing improvements that benefit only Benefitted Lots shall not be constructed nor funds assessed therefor unless authorized by the Board and approved by 75% of the votes cast by Members who are Owners of the particular Benefitted Lots. The Limited Special Assessment shall be applicable to all of the Benefitted Lots. Provided all necessary approvals have been obtained, the Limited Special Assessments shall be apportioned among the Owners of the Benefitted Lots as follows: Each Benefitted Lot's share of the Limited Special Assessment shall be a fraction, the numerator of which is the total number of acres contained in each such Benefitted Lot and the denominator of which is the total number of acres contained in all of the Lots. Notwithstanding the foregoing, if the Board determines that a proposed capital improvement will have disproportionate benefits or that it would be more equitable for the capital improvement to be paid for as an assessment against all of the Lots, the Board may, in its sole discretion, either (i) submit the proposed capital improvements for approval by all Members under Section 3.4 and, if approved, assess such costs as a Special Assessment rather than a Limited Special Assessment, or (ii) assess the Limited Special Assessment against the Owners of the Benefitted Lots in such proportion as the Board deems just. The Limited Special Assessment shall be payable in one installment, within thirty (30) days after notice is given by the Association to the Owner of the Benefitted Lot setting forth the amount of the Limited Special Assessment and such Owner's share thereof.

In lieu of the above, the Owners of the Benefitted Lots may, by agreement among themselves, apportion the Limited Special Assessment in any way they see fit.

3.6 The Entry Assessment. In addition to the other Assessments provided for herein, the Board shall levy a one time Entry Assessment upon each Lot to cover such Lot's share of the costs of starting up the Association, developing the Master Plan, establishing the drainage system for the Drainage Basin, and constructing and operating the Common Facilities (collectively the "Development Costs"). The Development Costs shall be those costs which the Association determines were incurred either by the Developers or by the Association for the benefit of all of the Property and/or the Lot being added to this Declaration, and may include, without limitation (i) all costs incurred by the Developers and/or the Association to construct, repair, replace and maintain the Common Facilities, whether or not such costs have been reimbursed through Assessments charged to other Owners, (ii) costs incurred by the Developers to devise and implement the Master Plan, and (iii) all costs of starting up and operating the Association. The Entry Assessment for each Lot which becomes subject to the provisions of this Declaration after the date hereof shall be calculated by multiplying the total amount of the Development Costs determined pursuant to this Section as of the date the new Lot becomes subject to the provisions of this Declaration by a fraction, the numerator of which is the amount of acreage in the new Lot and the denominator of which is the total amount of acreage in the Property. The Entry Assessment may be waived by the Board in whole or in part, provided, however, that no such waiver shall be made without the consent of the Developers if the effect would be to reduce the amount of any reimbursement to which the Developers are entitled for Development Costs previously incurred by them. The Entry Assessment shall be payable in one installment on the date the new Lot becomes subject to the provisions of this Declaration or in level annual installments over a ten year period at 10% per annum. Payment of the Entry Assessment shall be a condition precedent to the submission of a new Lot to the provisions of this Declaration.

3.7 The Individual Assessment. In the event that the need for maintenance, repair or replacement of any structure or improvement on the Property or the Common Facilities, for which the Association has the maintenance, repair and/or replacement obligation, is caused through the willful or negligent act of an Owner, its employees, tenants or invitees, the cost of such maintenance, repairs or

replacements shall be paid by such Owner. If such Owner does not have the necessary maintenance, repair or replacement performed within thirty (30) days after receipt of notice from the Board demanding such performance, or if the Board determines that an emergency situation exists, that the Board shall have the right to have such maintenance, repair or replacement done and the cost thereof shall become an Individual Assessment against all Lots owned by the Owner responsible for such cost. In addition, any services provided or costs incurred by the Association at the request of an Owner for the benefit of his Lot(s) may be assessed as an Individual Assessment against the Lot(s) of the Owner who requested the same. Any cost incurred by the Association in curing a Default of an Owner pursuant to the provisions of Section 10.1 hereof shall be assessed to such Owner's Lot(s) as an Individual Assessment. Any Individual Assessment shall be due and payable 10 days after the date of billing of such costs by the Board.

3.8 Penalty for Late Payment and Interest. There shall be added to any Assessment not paid within the applicable period provided for pursuant to this Article III, a penalty equal to 4% of such Assessment or portion thereof which remains unpaid; provided that such penalty shall be added only once to each such unpaid Assessment or portion thereof. Each such unpaid Assessment shall also bear interest from the due date thereof until paid at the rate of 6% per annum above the Discount Rate, each change in such rate to be effective on the date of such change. If the imposition of such penalty and/or the collection of interest at the rate herein provided would be contrary to applicable law, then such penalty shall not be imposed and such amounts of unpaid Assessments or portions thereof shall bear interest at the highest rate which may be collected under applicable law.

3.9 Creation of Lien and Personal Obligation of Assessments. All Assessments, together with such penalties and interest thereon as provided in Section 3.8, and the costs of collection and reasonable attorneys' fees as hereinafter provided, shall be a charge and lien on each Lot to the extent provided in Section 3.10 and shall also be the personal obligation of the party who, as of the date the Assessment is levied, is the Owner of the Lot against which the Assessment is levied. If a Lot shall be owned by more than one Owner, all such Owners shall be jointly and severally liable for the entire amount of the Assessment. For purposes hereof, the Annual Assessment shall be deemed to be levied as of January 1 of the calendar year to which such Assessment relates, and the Special Assessment, Limited

Special Assessment, Individual Assessment and Entry Assessment shall be deemed to be levied as of the due date of such Assessments as established by the Board. In the event any Assessment on any Lot is not paid within the period provided for payment pursuant to this Article III, the Owner of such Lot shall be obligated to pay, in addition to the interest and penalty as provided in Section 3.8, and to the extent permitted by law, all costs, including, without limitation, reasonable attorneys' fees, incurred by the Association in to collecting such Assessment.

3.10 Liens. If an Assessment on any Lot is not paid within the period provided for payment pursuant to this Article III, such event shall be deemed and is hereby declared to be the happening of a condition or event that creates an interest in real estate, and, accordingly, the amount of such installment together with any interest, costs, penalties and reasonable attorneys' fees required to be paid by an Owner as herein provided, shall immediately upon such event become and constitute a lien on such Lot in favor of the Association. Such lien shall be prior to all other liens and encumbrances on such Lot arising after this Declaration becomes effective with respect to such Lot, excepting (a) real estate taxes and assessments and liens of record in favor of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, and (b) all recorded first mortgages.

With respect to any Assessment lien, the Association may record a notice of lien with the Recorder of Montgomery County, Ohio, in any legally recordable form, including by affidavit as provided in Section 5301.252 of the Ohio Revised Code or any similar section hereafter enacted.

3.11 Evidence of Payment. Upon the request of the Owner or any existing or prospective mortgagee, lessee or purchaser of any Lot, the Board or its designated representative shall furnish a written statement of (a) the amount of any Assessments with respect thereto for the current year, (b) the amount of any unpaid Assessments or installments thereof for any prior year, including penalties and interest, if any, and (c) whether any work has been performed, services rendered or costs incurred with respect to such Lot which, if unpaid, may result in an Individual Assessment against such Lot. Such statement may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Lot; provided, however, that such statement shall not

prevent the Association from collecting an Assessment for an Operating Deficit for the year in which the statement is rendered. Any purchaser of a Lot shall be deemed to have assumed responsibility for the Assessment resulting from an Operating Deficit in the year in which such purchase occurred. The Board may impose a reasonable charge for furnishing such written statement.

3.12 Enforcement of Lien. Any lien established under this Declaration may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of Ohio. In any such enforcement proceeding, the amount which may be recovered by the Association shall include, to the extent permitted by law, all costs of such proceeding, including reasonable attorneys' fees.

3.13 Subordination of Lien to First Mortgage. When the holder of any mortgage of record, or other purchaser of a Lot as a result of judicial execution and sale, acquires title to the Lot as a result of foreclosure of the first mortgage or by delivery of a deed in lieu of foreclosure, any Assessment lien against such Lot remaining unpaid after application of any proceeds of foreclosure sale shall be cancelled and shall become unenforceable. The loss incurred by the Association due to the uncollectibility of any Assessment may be included in the calculation of any Operating Deficit.

ARTICLE IV

ASSOCIATION MEMBERSHIP, ANNUAL MEETING AND BOARD

4.1 Members. Every Owner shall be a Member of the Association.

4.2 Voting Rights.

4.2.1 Each Member shall be entitled to one vote for each whole acre of land contained in the Lot or Lots which it owns. No Member shall have the right to assign its voting rights. Nothing in this Subsection 4.2.1 shall be construed to prohibit an Owner from granting a proxy to any person in accordance with the Regulations.

Notwithstanding the foregoing, any Member who has been issued a notification of Default pursuant to Section 10.1 of this Declaration shall not be entitled to vote during any period in which any such Default or suspension continues.

4.2.2 For purposes of determining the number of votes available to any Member hereunder, the number of acres contained in a Lot shall be rounded to the nearest whole acre. No Member who owns less than one-half of an acre shall be entitled to any vote.

The Board may make such rules, consistent with the terms of this Declaration, the Articles of Incorporation and the Regulations, as it deems advisable with respect to any meeting of Members, proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of members for voting purposes, voting by proxy, and other matters concerning the conduct of meetings.

4.2.3 For purposes of this Section 4.2, if a Lot shall be owned by more than one Owner, such Owners shall be deemed to constitute a single Member as to such Lot.

4.3 Annual Meeting. The first Annual Meeting shall be held on such date during calendar year 1989 as the Board shall determine. Thereafter, the Annual Meeting shall be held in April of each year on such date and at such time and place as the Board shall determine. Each Annual Meeting shall be open to all Owners and Tenants. Notice of the Annual Meeting shall be as set forth in the Regulations.

4.4 Board of Trustees.

4.4.1 The Board shall consist of three Trustees.

4.4.2 Until the first Annual Meeting, (a) all three Trustees shall be appointed by the Developers, and (b) any vacancies among the Trustees may be filled either by the Developers or by the remaining Trustees.

4.4.3 From and after the first Annual Meeting (a) all Trustees shall be elected by the Members (including Developers if they are then Owners), and (b) any vacancy among the Trustees shall be filled by the remaining Trustees.

4.4.4 Each Trustee shall hold office until the Annual Meeting next succeeding his appointment or election and until his successor is elected, or until his earlier resignation, removal from office, or death.

4.4.5 All Trustees elected by the Members must be Owners or Tenants or an officer, director or employee of or a partner in any Owner or Tenant.

ARTICLE V

MASTER PLAN REVIEW COMMITTEE

5.1 Composition and Appointment. A Master Plan Review Committee is hereby established for the purpose of considering and acting upon plans and specifications submitted to it pursuant to the terms of this Article V, implementing and enforcing Master Plan Standards which may be adopted and from time to time amended by the Board in accordance with Article VI, and performing all other duties delegated to and imposed upon it by this Declaration. The Master Plan Review Committee shall consist of three MPRC Members. The Board shall use reasonable efforts to appoint at least one (1) MPRC Member who is trained and experienced in the field of engineering or hydrography; provided that no MPRC Members shall be required to meet any qualification for membership. The Board shall have the right to appoint and remove the MPRC Members. The Association shall pay all costs of the Master Plan Review Committee. Pending appointment of the MPRC Members or, if at any time there shall be less than three MPRC Members serving on the Master Plan Review Committee, the Board will act as the Master Plan Review Committee.

5.2 Term of Office. The three MPRC Members to be appointed by the Board shall be appointed promptly after the effective date of this Declaration. The Board shall appoint two MPRC Members for a two-year term and one MPRC Member for a one-year term, subject to the provisions relating to removal as set forth in Section 5.3. At the expiration of the term of each such MPRC Member and at the expiration of the term of each successor of each such MPRC Member, the Board shall appoint a successor MPRC Member for a two-year term.

5.3 Vacancies. If any vacancy shall occur in the membership of the Master Plan Review Committee by reason of death, resignation, removal or otherwise, the remaining MPRC Members shall continue to act and the Board shall appoint a successor MPRC Member. Any MPRC Member may resign at any time by written notice to the chairman of the Master Plan Review Committee. The Board may remove any MPRC Member appointed by it with or without cause.

5.4 Officers and Compensation. The Board shall appoint a chairman from among the MPRC Members. The MPRC Members may appoint from among their number such other officers and committees as they shall from time to time determine. The Association may pay the MPRC Members such compensation as

the Board may determine. The Association shall reimburse the MPRC Members for reasonable out-of-pocket expenses incurred in the performance of their duties as such MPRC Members. The foregoing shall not be construed as prohibiting or limiting the payment of compensation or expenses to any person who is a MPRC Member for services rendered to the Association in any other capacity.

5.5 Contract Services. The Master Plan Review Committee shall have the power to employ professional consultants to assist it in discharging its duties set forth in this Article V.

5.6 Meetings and Quorum. The Master Plan Review Committee shall hold such meetings as may be necessary to properly perform its duties under this Declaration. Meetings of the Master Plan Review Committee shall be held at such time and at such place as the MPRC Members or the chairman of the Master Plan Review Committee shall specify. At least three days prior notice of each meeting shall be mailed to each MPRC Member at his residence or usual place of business, but such notices need not specify the purpose or purposes for which the meeting is called.

Two MPRC Members shall be necessary to constitute a quorum for the transaction of business. Any action taken by a majority of the MPRC Members present at any meeting at which a quorum is present shall constitute the action of the Master Plan Review Committee. In the absence of a quorum, the MPRC Member(s) present may adjourn the meeting from time to time until a quorum shall be present. The Master Plan Review Committee shall maintain minutes of its meetings and a record of the votes taken at the meeting, and shall make such minutes and records available at reasonable places and times for inspection by Owners.

5.7 Submission of Plans and Specifications. No Improvements shall be constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any work with respect to any construction, erection or placement of any Improvements on any Lot be commenced, nor shall any Improvements be remodeled, renovated, or altered in any way unless two copies of plans and specifications for the same shall have been submitted to and approved in writing by the Master Plan Review Committee in accordance with this Article V. Notwithstanding the foregoing, the provisions of this Article V shall not apply to any existing structures as of the date of this Declaration. All decisions of the Master Plan Review Committee shall be final, conclusive and binding upon the applicant. Such plans and specifications shall be

in such form and shall contain such information as the Master Plan Review Committee may reasonably require; provided that unless specifically waived by the MPRC, such plans and specifications shall include a plot plan ("Development Plot Plan") showing the boundaries of and the total acreage constituting the Lot upon which the applicant desires to construct, erect, place, remodel, renovate or move an Improvement, and also showing the location and dimensions of all proposed and existing Improvements on the Lot. Other information required by the Master Plan Review Committee to be contained in the plans and specifications may include (but is not limited to) any or all of the following:

- (a) hydrographical surveys;
- (b) utilities and drainage site plans;
- (c) such other information, data, descriptions, surveys, plans, evaluations, models, sketches, outlines, documentation, and drawings as may be specified in the Master Plan Standards or requested by the Master Plan Review Committee.

Prior to the submission of any plans and specifications the Master Plan Review Committee may, at its option, meet with any Owner who desires to construct, erect or place an Improvement on any Lot who desires to remodel or alter an existing Improvement on a Lot, for the purposes of discussing, with respect to any such construction, erection, placement, remodeling or alteration, the applicable requirements of the Master Plan Standards, the particular plans and specifications and information to be included therein which the Master Plan Review Committee will require to be submitted with the application, and any other information which would be helpful or useful to such Owner in the preparation of plans and specifications which it will submit to the Master Plan Review Committee for approval.

Prior to the submission of any detailed plans and specifications for any Improvement, any applicant may submit, and the Master Plan Review Committee may require the submission of, schematic or preliminary plans and specifications or any part or parts thereof, and the Master Plan Review Committee shall either (a) tentatively approve the same, (b) disapprove the same, or (c) tentatively approve the same subject to conditions or qualifications.

5.8 Approval of Plans and Specifications. The Master Plan Review Committee shall approve plans and specifications (whether schematic, preliminary or detailed) submitted to it

with respect to any Lot if it finds, in its sole discretion, that they (a) are in compliance with the requirements of Section 5.7 as to the information required to be included in the plans and specifications, (b) are in compliance with and conform to the Master Plan Standards, and (c) are consistent with the purposes outlined in Section 6.1. Each copy of the detailed plans and specifications which are finally approved shall bear the written approval of the Master Plan Review Committee, and one copy thereof shall be deposited for permanent record with the Association, and the other copy shall be returned to the applicant. After receipt of such final approval by the applicant, the Master Plan Review Committee shall not revoke such approval. Approval by the Master Plan Review Committee of plans and specifications with respect to any Lot shall not impair the Master Plan Review Committee's right to review and approve or disapprove subsequently a requested amendment of such plans and specifications relating to such Lot (subject to the requirements of this Article) or the Board's right to amend the Master Plan Standards. The Master Plan Review Committee's approval of any plans and specifications shall not constitute a representation or warranty as to the quality of the plans and specifications or their compliance with applicable laws and codes.

5.9 Disapproval of Plans and Specifications. If, in the sole discretion of the Master Plan Review Committee, plans and specifications (whether schematic, preliminary or detailed) submitted to it with respect to any Lot (a) are not in compliance with the requirements of Section 5.7 as to the information required to be included in the plans and specifications, or (b) are not in compliance with or do not conform to the Master Plan Standards (and/or are not consistent with the purposes outlined in Section 6.1), the Master Plan Review Committee shall either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the Master Plan Review Committee may deem necessary to achieve compliance. Such conditions and qualifications may include, without limitation, requirements that additional Common Facilities be constructed at the Owner's cost and conveyed to the Association, or that easements or other rights be granted to the Association to supplement the Common Facilities, in order that the Lot and any proposed Improvements thereon may be more effectively integrated with the drainage system maintained by the Association.

5.10 Failure of the Master Plan Review Committee to Act: If the Master Plan Review Committee shall fail to act upon any plans and specifications submitted to it within

thirty (30) days after submission thereof (or such longer period as may be agreed by the party submitting the same), such plans and specifications shall be deemed to have been approved as submitted, and no further action by the Master Plan Review Committee shall be required. If construction, remodeling, renovating or alteration of an Improvement or any other work subject of such plans and specifications is not commenced on a Lot within six (6) months from the date of submission of plans and specifications, then such "deemed approval" shall be automatically cancelled and a new submission shall be required.

5.11 Additional Review Procedures. The procedures to be followed by the Master Plan Review Committee in connection with the review and approval of the plans and specifications pursuant to Sections 5.7 through 5.10 shall be in addition to such other detailed procedures for review and approval of plans and specifications as may be set forth in the Master Plan Standards.

5.12 Certificate of Compliance.

5.12.1 Upon the request of any Owner whose plans and specifications for the construction, erection, placement, remodeling, renovation or alteration of an Improvement have been finally approved by the Master Plan Review Committee, and upon notification from such Owner that the work described in the approved plans and specifications has been completed, the Master Plan Review Committee shall determine whether such work as completed complies with the plans and specifications approved by it and shall issue a certificate of compliance. If the Master Plan Review Committee determines that minor items of work have not been completed in accordance with finally approved plans and specifications, it may issue a conditional certificate of compliance conditioned upon the completion of such items within the period stated in such certificate, and after such items are completed to the satisfaction of the Master Plan Review Committee an unconditional certificate of compliance shall be issued.

5.12.2 Any certificate of compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts stated therein and, with respect to such facts, such certificate may be conclusively relied upon by any purchaser or mortgagee in good faith and for value and by anyone furnishing any title evidence or opinion with respect to such Lot. The Association shall maintain a copy of such certificate of compliance filed with

it by the Master Plan Review Committee as a permanent record and shall make copies of such certificate of compliance available to any person at a reasonable cost.

5.13 Violations. If any Owner (a) constructs, erects, places, remodels, renovates or alters any Improvement other than in accordance with the plans and specifications approved by the Master Plan Review Committee, (b) after having commenced any such work, fails to timely complete the same, or (c) fails to complete the items of work listed in any conditional certificate of compliance within the period stated therein, then, in any such event, such failure shall constitute a Default, unless the Master Plan Review Committee finds that such failure does not substantially conflict with the policies of the Master Plan Review Committee or the purposes of this Declaration.

5.14 Exemption. The Board may adopt regulations exempting from application of this Article V the construction, erection, placement, remodeling, renovation or alteration of any Improvement the overall impact of which, when considered in light of the purposes set forth in Section 6.1, is, in the judgment of the Board, immaterial.

5.15 Liability. Neither the Developers, the Association, the Master Plan Review Committee nor any Trustee or MPRC Member shall be liable for any damage, loss or prejudice suffered or claimed by an applicant or any third party on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, or for any structural or other defects in any work done according to such plans and specifications, (b) the approval or disapproval of any plans and specifications, whether or not defective, (c) the construction or performance of any work, whether or not pursuant to approved plans and specifications, or (d) the development of any of the Property.

5.16 Fees. The Master Plan Review Committee may charge reasonable fees for the processing of plans and specifications and the issuance of certificates of compliance. Such fees may cover (a) the cost of such processing and issuance, including inspection costs, and (b) payments made to MPRC Members pursuant to Section 5.4. Such fees shall be payable at the time of submission of the respective item for approval or issuance and shall be paid to the Association. If the fees paid in any year do not cover the annual costs of operation of the Master Plan Review Committee, including payments made to MPRC Members pursuant to Section 5.4, and reasonable charges for the

facilities and personnel proved to the Master Plan Review Committee, the excess of such costs of operation over such fees so paid shall be a Common Expense of the Association.

ARTICLE VI

MASTER PLAN STANDARDS

6.1 Purposes. In order to establish and assure a uniform drainage plan for the Drainage Basin and the integration of the development of the Lots into that plan, the Board shall adopt and may, from time to time, amend, and the Master Plan Review Committee shall implement and enforce the Master Plan Standards for the Lots and all Improvements thereon in furtherance of the following purposes:

(a) The allowance of full development of the Drainage Basin and the Lots under anticipated zoning while providing for no increase in Peak Run-Off Rate;

(b) The reservation of appropriate easements for drainage purposes required to implement the Master Plan; and

(c) The implementation and maintenance of the Master Plan as amended from time to time.

6.2 Covenants Running with the Land. Without in any way limiting the provisions of Sections 6.4 and 6.5, the Master Plan Standards and all amendments to the Master Plan Standards, may, at the option of the Association, be recorded in the Montgomery County Recorder's office, and upon such recording shall become a supplement to and a part of this Declaration. The Master Plan Standards and all amendments to the Master Plan Standards which shall be so recorded (a) shall be, and shall be construed as, covenants running with the land as fully as if the same were contained in this Declaration; (b) shall be binding upon the Association and each Owner and Tenant; and (c) shall (regardless of whether or not any such beneficiary owns an interest in any part of the Property) inure to the benefit of and be enforceable by (i) Developers, (ii) the Association, and (iii) each Owner.

6.3 Subject Matter. The Master Plan Standards may establish requirements relating to building and parking lot design, architectural features, site planning, landscaping, and drainage design but only as these items relate to the drainage patterns and flow of the Drainage Basin and the

implementation of the Master Plan. The Master Plan Standards may include, but shall not be limited to, the following subject matters:

- (a) the placement of Improvements on parts of the Lots, including yard requirements;
- (b) the specification of height and bulk requirements of Improvements on parts of the Lots;
- (c) the location, design, use and maintenance of lakes, streams and other bodies of water or channels with intermittent flow;
- (d) the control of slopes to prevent erosion or sliding problems;
- (e) the planting and preservation of trees, shrubs, flowers, grass and ground cover, and other natural resources;
- (f) the size and location of parking facilities;
- (g) the installation, location and maintenance of storm sewage systems; and
- (h) the creation of easements for drainage and other purposes necessary to comply with the Master Plan (provided, however, that nothing contained herein shall be deemed to create any easement in favor of the Association; all such easements shall be specifically located and shall be approved by the affected Owner(s)).

6.4 Effective Date. Upon the adoption of the Master Plan Standards or any amendment to the Master Plan Standards by the Board, a copy of the Master Plan Standards or such amendment, certified by the chairman of the Board to be a true and complete copy shall be filed with the Association, and the same shall become effective on the date of such filing. No amendment to the Master Plan Standards shall operate to revoke any approval of detailed plans and specifications previously approved by the Master Plan Review Committee.

6.5 Permanent Record. The Association shall maintain the copy of the Master Plan Standards and of each amendment to the Master Plan Standards filed with it as a permanent record and shall make copies thereof available to any person, and may impose a reasonable fee for the cost of such copies.

6.6 Variances. In connection with the Master Plan Review Committee's review and approval of the plans and specifications submitted to it with respect to any Lot pursuant to Section 5.7, the Master Plan Review Committee may grant variances from the requirements of the Master Plan Standards if strict enforcement of the same will cause undue hardship or prevent or cause unnecessary modifications of an Improvement design or layout which is compatible with the Master Plan and does not increase the Peak Run-Off Rate as developed in accordance with terms and provisions of this Declaration. Any such plans and specifications with respect to which variances have been granted and which are finally approved by the Master Plan Review Committee shall be consistent with the purposes set forth in Section 6.1. No variance granted by the Master Plan Review Committee as provided in this Section 6.6 shall constitute a waiver of any requirement in the Master Plan Standards as applied to any other Lot. Any variances from the requirements of the Master Plan Standards which are contained in any plans and specifications reviewed and finally approved by the Master Plan Review Committee shall be deemed granted in accordance with this Section 6.6 and no further action on the part of the Master Plan Review Committee need be taken to effect such granting.

6.7 Private Restrictions and Zoning. The Master Plan Standards shall not prevent any Owner from imposing restrictions and limitations on any Lot or Lots owned by it in addition to those set forth in this Declaration. The Master Plan Standards shall not be construed as permitting any action prohibited by (a) any applicable zoning or other statute, ordinance, resolution, regulation or order of the State of Ohio or any political subdivision or governmental instrumentality of the State of Ohio or (b) any other applicable covenant, condition, restriction or reservation of easement contained in any recorded instrument. If any differences exist between or among any provision of the Master Plan Standards, governmental requirements or recorded instruments with respect to any Lot, the more stringent provision shall apply.

ARTICLE VII

MAINTENANCE STANDARDS

7.1 Obligations with Respect to Maintenance of the Lots and Common Facilities.

7.1.1 Except as otherwise provided in Subsection 7.1.3, the Association shall be responsible for maintenance, repair and replacement of the Common Facilities and all

7.1.1 Except as otherwise provided in Subsection 7.1.3, the Association shall be responsible for maintenance, repair and replacement of the Common Facilities and all Improvements which are a part of the Common Facilities and for the management and operation of same. The Association may fulfill this responsibility by contracting with any other party for the maintenance and/or repair of the Common Facilities upon such terms and conditions, including terms as to reasonable compensation, as shall be agreed upon by the Association and such other party.

7.1.2 Each Owner, during its period of ownership, shall keep, and cause each Tenant during its tenancy to keep, the Lot owned by it in good order and repair, such that the drainage flows contemplated by the Master Plan standards and/or as contained in the plans and specifications approved by the Master Plan Review Committee in accordance with Article V are not exceeded.

7.1.3 Each Owner shall maintain, repair and replace or cause to be maintained, repaired and replaced at its expense all portions of the Common Facilities which may be damaged or destroyed by reason of its own intentional or negligent act or omission or by the intentional or negligent act or omission of any invitee, lessee, licensee, employee or agent, of such Owner.

7.1.4 Notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing its obligations hereunder.

7.2 Periodic Inspection. Periodically, the Association through its authorized officers, employees or agents may inspect each Lot and the exterior of each Improvement thereon to determine whether such Lot and the exterior of the Improvements complies with the maintenance requirements set forth in Section 7.1. After each such inspection, the Association shall, if any defects are found, issue an inspection report to the Owner with a copy to the Tenant, if applicable, listing the defects and the reasonable time within which they shall be corrected. Such Owner shall correct such defects or cause them to be corrected within such reasonable period as is stated in the inspection report.

7.3 Drainage Swales. That portion of each open storm water drainage way on any Lot or in any right of way adjacent thereto that has not been designated as a Common Facility shall be maintained by the Owner of such Lot in good condition and repair so that there will be no interference with the normal flow of water therein. Neither the Owner nor anyone claiming under the Owner shall alter the location or grade of any such drainage way without the written consent of the Association.

7.4 Failure to Comply. Failure of any Owner to comply with the maintenance requirements contained in this Article or to correct the defects listed in any inspection report issued by the Association shall constitute a Default.

ARTICLE VIII

COMMON FACILITIES

8.1 Designation of Common Facilities. The Board may from time to time acquire, by purchase, donations or otherwise, property which it designates as Common Facilities to be held for the common use and enjoyment of all of the Owners in order to implement the Master Plan. The Common Facilities may be in the form of easements over all or parts of the Lots, may be owned by the Association in fee, or may be in some other form acceptable to the Board. As a condition precedent to the admission of a new Lot to the provisions of this Declaration and/or the approval of proposed Improvements pursuant to Article V, the Board or the Master Plan Review Committee may require an Owner to grant easements or other rights across its Lot for the benefit of the Association or otherwise convey Common Facilities to the Association in order that such Lot may be effectively joined with the drainage system serving the Lots.

Any designation of Common Facilities made pursuant to this Section 8.1 may not be revoked except by amendment of this Declaration in the manner provided in Section 11.2.

8.2 Acquisition of Common Facilities. When any Owner transfers Common Facilities to the Association without payment of consideration, the Association shall accept such transfer and assume responsibility for the property conveyed in accordance with law and the terms of the instruments of transfer and conveyance. If in connection with any transfer, the Association is required to pay the costs of and any fees arising from the transfer of the Common Facilities to it, any such costs or fees shall be deemed

Common Expenses. The Association may also acquire Common Facilities by purchase as a capital improvement, subject to the provisions of Sections 3.4 and 3.5, as applicable, or by any other means, subject to the terms and conditions of this Declaration.

8.3 Rights of Enjoyment in Common Facilities. To the extent necessary to maintain and carry out the Master Plan, each Owner shall have the right to use and enjoy for drainage purposes those portions of the Common Facilities which serve such Owner's Lot, and such right shall be appurtenant to, and shall pass with the title of its Lot. Such rights shall be subject, however, to the following:

(a) The rights of others in any part of the Common Facilities where the interest of the Association in such Common Facilities consists of an easement, license or other interest in property less than a fee interest.

(b) The right of the Association to borrow money for the purpose of constructing, equipping, improving and maintaining the Common Facilities and to mortgage the Common Facilities to secure such borrowings.

(c) The right of the Board to adopt and enforce, and from time to time amend, reasonable rules and regulations pertaining to the use of the Common Facilities.

(d) All applicable provisions of valid agreements of the Association relating to the Common Facilities.

(e) All other easements, restrictions and rights to which the Common Facilities are subject.

(f) The right of the Association to grant permits, licenses, and easements over the Common Facilities for utilities, roads and other purposes not inconsistent with the rights and duties of the Association under this Declaration.

8.4 Insurance. The Association may obtain and maintain such insurance with such coverages and in such amounts as the Association shall, in its sole discretion, determine.

ARTICLE IX

ADDITION OF LOTS TO DECLARATION

9.1 Addition of Lots. At any time or times the owner of any land located in the Drainage Basin which is not then subject to this Declaration may propose to submit part or all of its lands (the "Additional Property") to the provisions of this Declaration. The Additional Property shall be submitted to this Declaration either as new Lots, Common Facilities, or a combination of both. Such proposed submission of the Additional Property to this Declaration shall be subject to approval by the Board in its sole discretion, and shall be subject to compliance with such terms and conditions, including but not limited to payment of the Entry Assessment, as the Board may determine.

9.2 Supplemental Declaration for Additional Property. The Additional Property shall be submitted to this Declaration by filing of record a supplemental declaration which shall incorporate and extend this Declaration to such Additional Property. Such supplemental declaration shall be effective only if signed by the Association and the owner(s) of the Additional Property.

ARTICLE X

ENFORCEMENT

10.1 Curing Defaults; Lien. In the event of any Default with respect to any Lot under this Declaration, the Board or an officer of the Association shall give written notice to the Owner of such Lot, and may give a copy of such written notice to each Tenant in Default. Such notice shall set forth with reasonable particularity the nature of such Default and the specific action or actions required to remedy the Default. If the Owner shall fail to take or cause to be taken the specific action or actions within thirty (30) days after the notice is given, the Association may, but shall not be required to, exercise any or all of its rights hereunder, which shall include without limitation the right, but not the obligation, to do anything on such Lot necessary to perform the action or actions specified in such notice to abate, remedy, extinguish, remove or repair a Default hereunder. The Association may exercise, without notice, any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action.

Costs incurred by the Association in exercising any of its rights with respect to any Lot shall be a binding personal obligation of the Owner of such Lot which shall be payable, as an Individual Assessment, within 10 days after demand. If the Owner fails to pay such costs within 10 days after demand, the Association shall have a lien therefor as provided in Article III.

10.2 Remedies. Nothing contained in this Article shall be deemed to affect or limit the rights of the Developers, the Association, any Owner or its legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce these restrictions, or recover damages for any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.

10.3 No Waiver. The failure of the Developers, the Association, any Owner, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Declaration, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right or privilege, including the right to cure a Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

10.4 Rules, Regulations, and Policy Statements. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations (a) pertaining to the exercise of its authority and the performance of its duties, responsibilities and other obligations under this Declaration, or (b) regarding the administration, interpretation and enforcement of the terms and conditions of this Declaration. The Board may also, from time to time, issue statements of policy with respect to the development of the Lots, use of the Common Facilities, and such other matters within the scope of its authority as it deems appropriate. Each such rule, regulation and policy statement shall be consistent with and designed to further the purposes outlined in Section 5.1 of this Declaration.

Upon the adoption of any such rule, regulation or policy statement, or any amendment of any of the same, a copy of such rule, regulation, policy statement or amendment, certified by the chairman of the Board to be a true and complete copy shall be filed with the Association, and the same shall become effective on the date of such filing. No such rule, regulation or policy statement or any amendment of any of the same, shall operate to revoke any detailed plans and specifications previously approved by the Master Plan Review Committee.

The Association shall maintain the copy of the rules, regulations and policy statements and of each amendment of the same filed with it as a permanent public record and shall make copies available to any person, and may, in its discretion, impose a reasonable fee for the cost of such copies.

ARTICLE XI

DURATION. AMENDMENT AND TERMINATION

11.1 Duration. This Declaration shall continue in full force and effect for twenty (20) years from January 1, 1988. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

11.2 Amendment or Termination. Any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument approved by the Owners whose votes represent at least 50% of the acreage of all Lots and by The Board of County Commissioners of Montgomery County, Ohio (the "County Commissions").

The President or any Vice President of the Association shall determine whether the persons who have approved any amendment or termination of this Declaration constitute Owners of at least 50% of the acreage of all Lots as above provided. Promptly after proper approval of any amendment or termination of any part of this Declaration, the President or any Vice President of the Association shall cause to be recorded in the Montgomery County's Recorder's office (a) the written instrument of amendment or termination executed in properly recordable form by the Association, and (b) the certificate of the President or any Vice President of the Association that the Owners of at least 50% of the acreage of all Lots and the County Commissioners have approved such amendment or termination.

Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the President or any Vice President of the Association for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; or making nominal changes; provided, however, that no such amendment shall materially adversely affect any Owner's interest in the Association or right to use the Common Facilities. Each Owner and its mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of the Board, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by the Board to be necessary or proper to effectuate the provisions of this Section.

11.3 Non-Applicability to Master Plan Standards Rules and Regulations. The adoption of any amendment to the Master Plan Standards by the Board, and the rules, regulations and policy statements of the Board pursuant to Section 10.4 or other applicable provisions of this Declaration, shall not be deemed amendments to this Declaration requiring vote under this Article XI.

ARTICLE XII

MISCELLANEOUS

12.1 No Reverter. No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

12.2 Notices. Any notice required or permitted to be given to an Owner or Tenant by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to its last address as it appears on the records of the Association.

12.3 Construction. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefitted or bound by the provisions of this Declaration.

12.4 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable for any reason shall not affect the validity or enforceability of any other provision of this Declaration.

12.5 Headings. The headings of the Articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

12.6 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.

12.7 Waiver. Neither the Developers, the Association, the Master Plan Review Committee, their successors or assigns, nor any trustee, officer or member of any of them (hereinafter collectively referred to as the "Administering Parties") shall be liable to any Owner or Tenant by reason of any mistake in judgment, negligence, nonfeasance, action or inaction in connection with the enforcement or failure to enforce any provision of this Declaration. Every Owner and Tenant, by acquiring its interest in a Lot, agrees that it will not bring any action or suit against any Administering Party to recover any such damages or to seek equitable relief relating to the enforcement or failure to enforce this Declaration, except that an Owner or Tenant may seek a declaratory judgment or injunctive relief against the Association with respect to any alleged wrongful enforcement of this Declaration as to such Owner's or Tenant's Lot.

12.8 Covenants Running with Land. This Declaration and all amendments hereto (a) shall be, and shall be construed as, covenants running with the land, (b) shall be binding upon the Developers, the Association, its Members, each Owner, each Tenant and all claiming under each Owner or Tenant, and (c) shall inure to the benefit of and be enforceable by (i) the Developers, (ii) the Association, and (iii) each Owner.

12.9 Exhibits. All Exhibits to this Declaration are attached hereto and hereby made a part of this Declaration.

12.10 Availability of Documents. Upon request, the Association shall make available to Owners and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Constituent Documents and


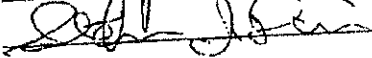
other rules concerning the Property. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

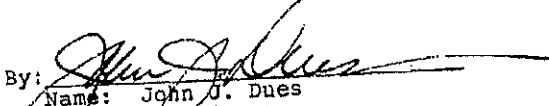
12.11 Right of Entry. The Association through its authorized officers, employees and agents shall have a reasonable right of entry upon any Lot for the purposes of (a) making inspections required by Article VII, and (b) doing anything on such Lot necessary to perform the actions specified in any notice to the Owner to abate, remedy, extinguish, remove or repair a Default pursuant to Article X. The Master Plan Review Committee, through its authorized officers, employees and agents shall have a reasonable right of entry upon any Lot for the purpose of ascertaining whether the construction, erection, placement, remodeling, renovation, or alteration of any Improvement located on such parcel is in compliance with the provisions of Article V. The Association, the Master Plan Review Committee, or any of their authorized officers, employees or agents shall not be deemed to have committed a trespass or wrongful act solely by reason of such entry.

IN WITNESS WHEREOF, the Developers have caused this Declaration to be executed by their duly authorized officers as of the day and year first above written.

Signed and Acknowledged
in the Presence of:

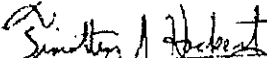
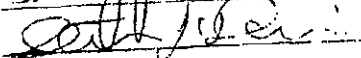
MEAD REALTY GROUP, INC.,
an Ohio corporation

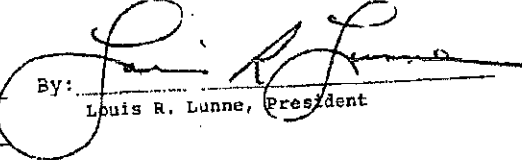



By: 
Name: John O. Dues
Title: President

DANIS PROPERTIES CO., LTD.,
an Ohio limited partnership

By: Danis Properties Co., Inc.,
an Ohio corporation,
a general partner

By: 
Louis R. Lunne, President

NEWMARK ASSOCIATES,
an Ohio general partnership

By: Danis Properties Co., Ltd.,
an Ohio limited partnership
a general partner

By: Danis Properties Co., Inc.,
an Ohio corporation,
a general partner

Smitty Hackett
Steve A. Dues
By: Louis R. Lunne
Louis R. Lunne, President

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

Mead Realty Group, Inc.,

The foregoing instrument was acknowledge before me
this 5th day of December, 1988, by John J. Dues,
President of Mead Land Services, Inc., an Ohio corporation,
on behalf of the corporation.

Jane A. Jay
Notary Public
JANE A. JAY, Notary Public
in and for the State of Ohio
My Commission Expires May 18, 1992

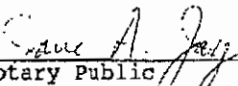
STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledge before me
this 5th day of December, 1988, by Louis R. Lunne,
President of Danis Properties Co., Inc., an Ohio-
corporation, on behalf of the corporation as general partner
of Danis Properties Co., Ltd., an Ohio limited partnership.

Jane A. Jay
Notary Public
JANE A. JAY, Notary Public
in and for the State of Ohio
My Commission Expires May 18, 1992

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledge before me this 5th day of December, 1988, by Louis R. Lunne, President of Danis Properties Co., INC., an Ohio corporation, on behalf of the corporation as general partner of Danis Properties Co., Ltd., an Ohio limited partnership, general partner of Newmark Associates, an Ohio general partnership.



Notary Public

JANE A. JAY, Notary Public
In and for the State of Ohio
My Commission Expires May 18, 1992



EXHIBIT A

GANDER CREEK DRAINAGE DISTRICT

LOCATED IN SECTIONS 10, 11, 12, 16, 17, AND 18 TOWN 2, RANGE 5, M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO, AND BEING ROUGHLY BOUNDED TO THE EAST BY WASHINGTON CHURCH ROAD, TO THE SOUTH BY AUSTIN PIKE, TO THE WEST BY BYERS ROAD, AND TO THE NORTH BY LYONS ROAD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11, THE SOUTHEAST CORNER OF SAID SECTION 12, THE SOUTHWEST CORNER OF SAID SECTION 6, AND THE NORTHWEST CORNER OF SAID SECTION 5, SAID POINT ALSO BEING IN THE CENTERLINE OF WASHINGTON CHURCH ROAD; THENCE WITH THE EAST LINE OF SECTION 11, THE WEST LINE OF SECTION 5, AND THE CENTERLINE OF WASHINGTON CHURCH ROAD, SOUTH 02°-35'-57" WEST FOR 599 FEET TO A POINT; THENCE LEAVING SAID SECTION LINE AND SAID CENTERLINE OF WASHINGTON CHURCH ROAD, SOUTH 59°-16'-40" WEST FOR 1489 FEET TO A POINT; THENCE SOUTH 45°-00'-00" WEST FOR 452 FEET TO A POINT; THENCE SOUTH 84°-30'-28" WEST FOR 522 FEET TO A POINT; THENCE SOUTH 47°-29'-22" WEST FOR 163 FEET TO A POINT; THENCE SOUTH 02°-42'-29" WEST FOR 741 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF SPRING VALLEY PIKE; THENCE WITH SAID RIGHT-OF-WAY LINE OF SPRING VALLEY PIKE, NORTH 85°-36'-05" WEST FOR 782 FEET TO A POINT; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, SOUTH 46°-48'-04" WEST FOR 1125 FEET TO A POINT; THENCE SOUTH 22°-44'-22" WEST FOR 737 FEET TO A POINT; THENCE SOUTH 49°-54'-50" WEST FOR 1588 FEET TO A POINT; THENCE SOUTH 54°-51'-57" WEST FOR 660 FEET TO A POINT; THENCE SOUTH 89°-08'-44" WEST FOR 225 FEET TO A POINT; THENCE NORTH 86°-11'-09" WEST FOR 150 FEET TO A POINT; THENCE NORTH 69°-34'-02" WEST FOR 1633 FEET TO A POINT IN THE WEST LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 675; THENCE WITH SAID WEST LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 675, NORTH 11°-15'-23" EAST FOR 2100 FEET; THENCE LEAVING SAID WEST LIMITED ACCESS RIGHT-OF-WAY LINE, NORTH 37°-29'-10" WEST FOR 1385 FEET TO A POINT IN THE CENTERLINE OF BYERS ROAD; THENCE WITH SAID CENTERLINE OF BYERS ROAD FOR THE FOLLOWING THREE COURSES: NORTH

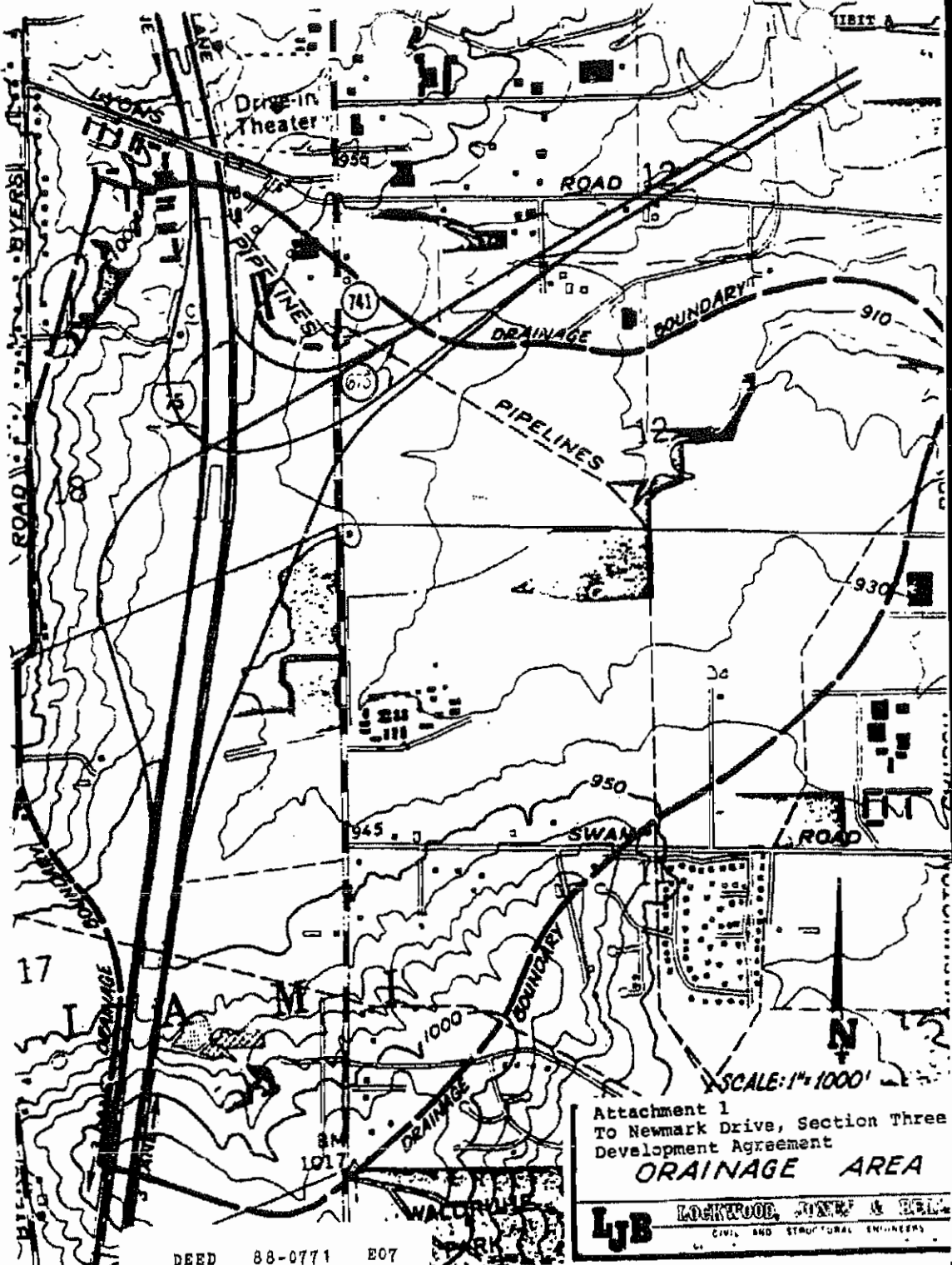
Courthouse Plaza, N.E.
Suite 480
Dayton, Ohio 45402
TEL 513-228-6942
FAX 513-228-1011



EXHIBIT A (Cont.)

02°-38'-47" EAST FOR 1168 FEET TO A POINT; THENCE NORTH
69°-56'-57" EAST FOR 131 FEET TO A POINT; THENCE NORTH
02°-04'-13" EAST FOR 2039 FEET TO A POINT; THENCE
LEAVING SAID CENTERLINE OF BYERS ROAD, NORTH
18°-15'-46" EAST FOR 2106 FEET TO A POINT; THENCE SOUTH
70°-01'-01" EAST FOR 234 FEET TO A POINT; THENCE NORTH
87°-02'-21" EAST FOR 581 FEET TO A POINT; THENCE SOUTH
70°-12'-04" EAST FOR 531 FEET TO A POINT; THENCE SOUTH
49°-19'-44" EAST FOR 1780 FEET TO A POINT IN THE SOUTH
LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 675;
THENCE SOUTH 37°-42'-58" EAST FOR 474 FEET TO A POINT;
THENCE SOUTH 45°-47'-27" EAST FOR 421 FEET TO A POINT
IN THE NORTH RIGHT-OF-WAY LINE OF NEWMARK DRIVE; THENCE
SOUTH 63°-20'-35" EAST FOR 60 FEET TO A POINT IN THE
SOUTH RIGHT-OF-WAY LINE OF NEWMARK DRIVE; THENCE WITH
SAID SOUTH RIGHT-OF-WAY LINE OF NEWMARK DRIVE, ON A
CURVE TO THE RIGHT HAVING A RADIUS OF 320 FEET AND AN
ARC LENGTH OF 209.32 FEET (LONG CHORD BEARING NORTH
43°-02'-45" EAST FOR 180.58 FEET) TO A POINT; THENCE
CONTINUING WITH SAID SOUTH RIGHT-OF-WAY LINE OF NEWMARK
DRIVE; NORTH 59°-26'-05" EAST FOR 372.80 FEET TO THE
NORTHMOST POINT OF NEWMARK PLAT, SECTION 4A, AS
RECORDED IN PLAT BOOK 129, PAGE 15 OF THE PLAT RECORDS
OF MONTGOMERY COUNTY, OHIO; THENCE LEAVING SAID SOUTH
RIGHT-OF-WAY LINE OF NEWMARK DRIVE, SOUTH 30°-46'-48"
EAST FOR 356 FEET TO A POINT; THENCE SOUTH 44°-59'-34"
EAST FOR 208 FEET TO A POINT; THENCE SOUTH 77°-59'-49"
EAST FOR 539 FEET TO A POINT; THENCE SOUTH 83°-21'-25"
EAST FOR 142 FEET TO A POINT; THENCE NORTH 54°-44'-26"
EAST FOR 522 FEET TO A POINT; THENCE NORTH 30°-56'-14"
EAST FOR 388 FEET TO A POINT; THENCE NORTH 46°-01'-16"
EAST FOR 315 FEET TO A POINT; THENCE NORTH 80°-19'-09"
EAST FOR 145 FEET TO A POINT; THENCE SOUTH 82°-40'-51"
EAST FOR 238 FEET TO A POINT; THENCE SOUTH 58°-10'-51"
EAST FOR 360 FEET TO A POINT; THENCE SOUTH 87°-31'-32"
EAST FOR 575 FEET TO A POINT; THENCE SOUTH 66°-41'-18"
EAST FOR 610 FEET TO A POINT IN THE CENTERLINE OF
WASHINGTON CHURCH ROAD; THENCE WITH SAID CENTERLINE OF
WASHINGTON CHURCH ROAD, SOUTH 02°-35'-57" WEST FOR 1601
FEET TO THE POINT OF BEGINNING, CONTAINING 1019 ACRES
MORE OR LESS AND SUBJECT TO ALL LEGAL HIGHWAYS AND
EASEMENTS OF RECORD.

PREPARED BY: LOCKWOOD, JONES & BEALS, INC.
MEAD TOWER OFFICE
COURTHOUSE PLAZA, N.F.
DAYTON, OH 45402



DEED 88-0771 E07

Attachment 1
 To Newmark Drive, Section Three
 Development Agreement
DRAINAGE AREA

LJB LOCKWOOD, JONES & BELL
 CIVIL AND STRUCTURAL ENGINEERS

0020398

JOY A. CLARK
RECORDER

96 SEP 27 AM 8:49

NO TRANSFER NEEDED

QUITCLAIM DISTRIBUTION EASEMENT

MONTGOMERY CO. OHIO

96 SEP 27 AM 8:42

RECORDED

ELECTRIC R/W

A.J. WAGNER
AUDITOR

KNOW ALL MEN BY THESE PRESENTS

THAT The Mead Corporation, an Ohio corporation ("Grantor"), for valuable considerations to it paid by The Dayton Power and Light Company, Courthouse Plaza Southwest, Dayton, Ohio 45401 ("Grantee"), does hereby QUITCLAIM unto The Dayton Power and Light Company, forever, a right of way and easement for a three (3) phase electric line for the distribution of electric energy, together with the right to construct thereon, either underground or overhead, all poles, lines, wires, cables, conduits, manholes, anchors, grounding systems, equipment, and all other appurtenances which in the reasonable judgment of Grantee are necessary or incidental to the use of said right of way and easement; and the right to construct, reconstruct, erect, operate, repair, maintain, use, remove or replace such facilities at any time, subject to the conditions hereinafter contained, in, over, upon, under and through the following described premises, viz:

Situated in Miami Township, Montgomery County, State of Ohio

And being a tract of land containing 30.132 acres, more or less, situated in part of Section 18, Town 2, Range 5 MRS and being a part of the premises conveyed in a Deed recorded at Microfiche No. 71-20C04 of the Deed Records of Montgomery County, Ohio.

Said right of way and easement shall be ten (10) feet in width and the centerline shall be along the course identified on Exhibit A attached hereto and made a part hereof. If the facilities as constructed are not located on such centerline, upon demand by Grantor, Grantee shall enter into an amendment to this Easement to reflect the actual location of the facilities.

In the event that any road should be widened or relocated so that its right of way extends onto said right of way and easement, and if the facilities are required to be moved in connection with such widening or relocation or Grantee elects to move such facilities, Grantee, at Grantee's cost, shall relocate or reconstruct its facilities so that Grantee's facilities as relocated or reconstructed do not interfere with the then use of premises and are contained within Grantee's right of way as relocated so that the centerline of said right of way shall not be more than five (5) feet off the road right of way as widened or relocated.

Grantee, by and through its employees, servants, and agents, shall have the right of ingress and egress over the right of way and easement and the adjoining premises of Grantor to construct, reconstruct, repair, maintain, use or remove its facilities or parts thereof, and to cut, trim and remove or otherwise control such trees, roots, undergrowth or overhanging branches and/or other obstructions, both within and without the limits of said right of way and easement, as, in the reasonable discretion of Grantee, may now or at any time hereafter interfere with the construction, use, maintenance or successful operation of said facilities and/or the transmission and/or distribution of electric energy thereby.

Grantee shall reimburse Grantor for, and indemnify Grantor from, any liability, damage or loss to growing crops and other property, including

buildings and fences, or persons that may be caused by the negligence of Grantee, its agents, servants, or employees, in the construction, use, repair or removal of its facilities.

No buildings or other structures shall be erected within the limits of said right of way and easement by Grantor. No excavating or filling shall be done or be permitted by Grantor within said right of way and easement, which in the reasonable discretion of Grantee would either (a) reduce or add to the distance between Grantee's facilities and the land surface, (b) impair the land support of its facilities, (c) impair Grantee's ability to maintain its facilities, and/or (d) create a hazard.

Grantor shall have the right to use the land within the limits of said right of way and easement in any other manner not inconsistent with the rights herein described.

Upon written demand by Grantor, at Grantor's cost, Grantee shall relocate the poles on which the line rests or place the line underground so as not to interfere with the development or the use of the premises by Grantor.

All the covenants, agreements, stipulations, provisions, conditions and obligations contained herein, shall be considered as running with the land and shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns of Grantor and Grantee, respectively, as fully as if such words were written whenever reference to Grantor and Grantee occur in this grant.

As used herein, words in the plural number include words in the singular number.

IN WITNESS WHEREOF, Grantor has hereunto subscribed its name this 5th day of September, 1996.

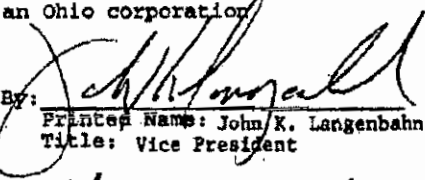
Signed and acknowledged
as to both in the
presence of:

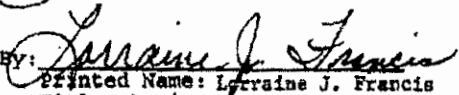

Name: Mary Elizabeth Milburn


Name: Michele D. Poole

GRANTOR

THE MEAD CORPORATION,
an Ohio corporation

By: 
Printed Name: John K. Langenbahn
Title: Vice President

By: 
Printed Name: Lorraine J. Francis
Title: Assistant Secretary

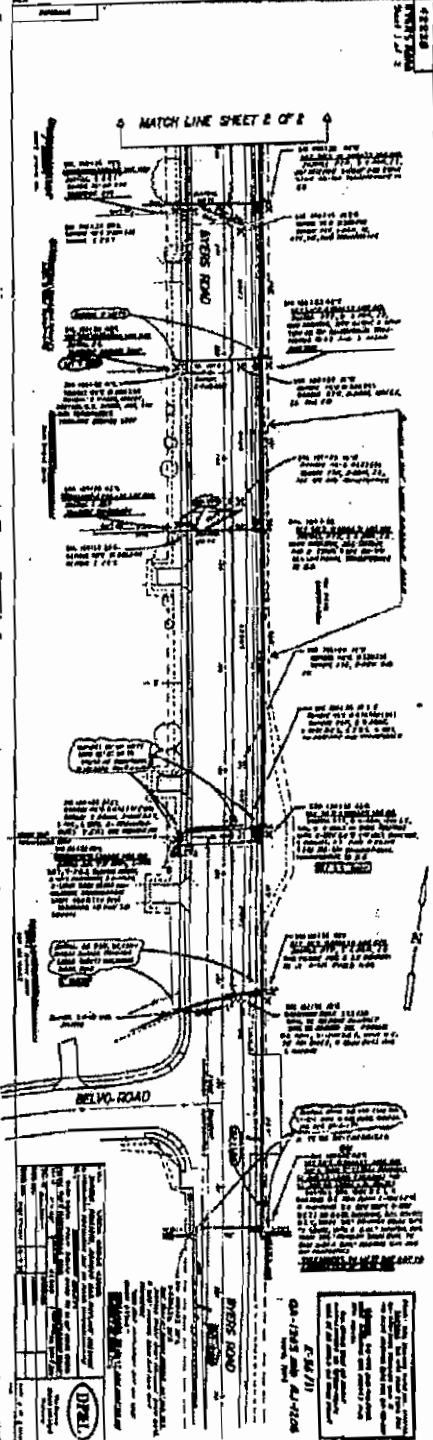
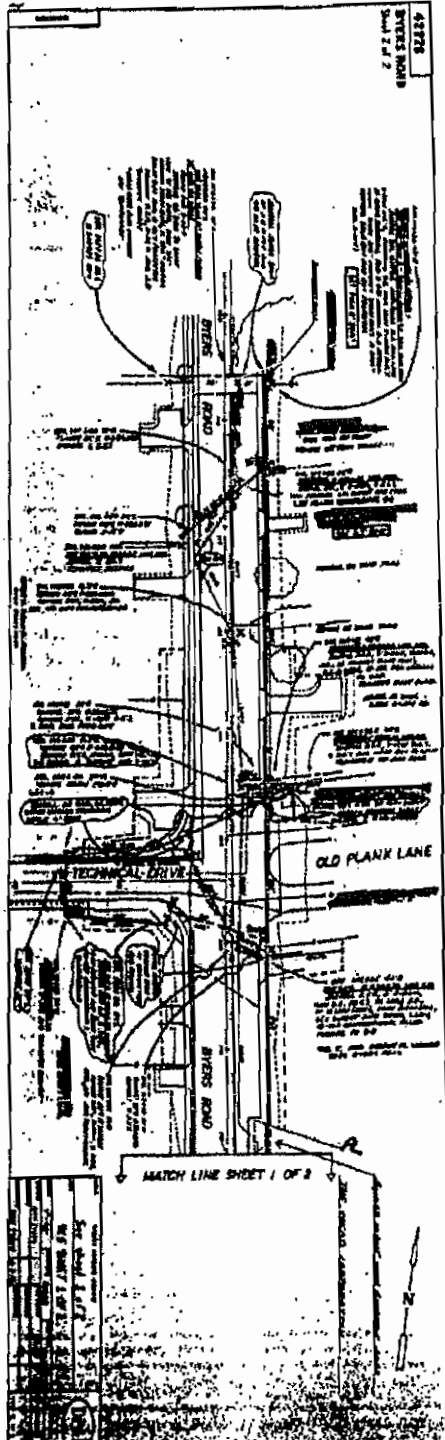


Exhibit A

DEED 96-06555 E09

ORIGINAL IN POOR CONDITION

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

Before me, a Notary Public in and for said County and State, personally appeared John K. Langenbahn, Vice President of THE MEAD CORPORATION, an Ohio corporation, the Grantor in the foregoing Instrument, and acknowledged the signing thereof to be his/her voluntary act and deed on behalf of the corporation. In testimony thereof, I have hereunto set my hand and seal, this 5th day of September, 1996.

Michele D. Poole
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

MICHELE D. POOLE, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 4, 2001

Before me, a Notary Public in and for said County and State, personally appeared Lorraine J. Francis, Assistant Secretary of THE MEAD CORPORATION, an Ohio corporation, the Grantor in the foregoing Instrument, and acknowledged the signing thereof to be his/her voluntary act and deed on behalf of the corporation. In testimony thereof, I have hereunto set my hand and seal, this 5th day of September, 1996.

Michele D. Poole
Notary Public

MICHELE D. POOLE, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 4, 2001

This Instrument Prepared By:

Timothy J. Hackert, Esq.
Thompson Hine & Flory P.L.L.
2000 Courthouse Plaza NE
Dayton, Ohio 45402
(513) 443-6931

c:\MAC2710.doc

PROJ 42228
CW III

-3-

DEED 96-0655 008

#14

0020398

JOY A. CLARK
RECORDER
22K 9
96 SEP 27 AM 8:49

NO TRANSFER NEEDED
96 SEP 27 AM 8:42

QUITCLAIM DISTRIBUTION EASEMENT MONTGOMERY CO. OHIO
RECORDED
ELECTRIC R/W

A.J. WAGNER
AUDITOR

KNOW ALL MEN BY THESE PRESENTS

THAT The Mead Corporation, an Ohio corporation ("Grantor"), for valuable considerations to it paid by The Dayton Power and Light Company, Courthouse Plaza Southwest, Dayton, Ohio 45401 ("Grantee"), does hereby QUITCLAIM unto The Dayton Power and Light Company, forever, a right of way and easement for a three (3) phase electric line for the distribution of electric energy, together with the right to construct thereon, either underground or overhead, all poles, lines, wires, cables, conduits, manholes, anchors, grounding systems, equipment, and all other appurtenances which in the reasonable judgment of Grantee are necessary or incidental to the use of said right of way and easement; and the right to construct, reconstruct, erect, operate, repair, maintain, use, remove or replace such facilities at any time, subject to the conditions hereinafter contained, in, over, upon, under and through the following described premises, viz:

Situated in Miami Township, Montgomery County, State of Ohio

And being a tract of land containing 30.132 acres, more or less, situated in part of Section 18, Town 2, Range 5 MRS and being a part of the premises conveyed in a Deed recorded at Microfiche No. 71-20C04 of the Deed Records of Montgomery County, Ohio.

Said right of way and easement shall be ten (10) feet in width and the centerline shall be along the course identified on Exhibit A attached hereto and made a part hereof. If the facilities as constructed are not located on such centerline, upon demand by Grantor, Grantee shall enter into an amendment to this Easement to reflect the actual location of the facilities.

In the event that any road should be widened or relocated so that its right of way extends onto said right of way and easement, and if the facilities are required to be moved in connection with such widening or relocation or Grantee elects to move such facilities, Grantee, at Grantee's cost, shall relocate or reconstruct its facilities so that Grantee's facilities as relocated or reconstructed do not interfere with the then use of premises and are contained within Grantee's right of way as relocated so that the centerline of said right of way shall not be more than five (5) feet off the road right of way as widened or relocated.

Grantee, by and through its employees, servants, and agents, shall have the right of ingress and egress over the right of way and easement and the adjoining premises of Grantor to construct, reconstruct, repair, maintain, use or remove its facilities or parts thereof, and to cut, trim and remove or otherwise control such trees, roots, undergrowth or overhanging branches and/or other obstructions, both within and without the limits of said right of way and easement, as, in the reasonable discretion of Grantee, may now or at any time hereafter interfere with the construction, use, maintenance or successful operation of said facilities and/or the transmission and/or distribution of electric energy thereby.

Grantee shall reimburse Grantor for, and indemnify Grantor from, any liability, damage or loss to growing crops and other property, including

buildings and fences, or persons that may be caused by the negligence of Grantee, its agents, servants, or employees, in the construction, use, repair or removal of its facilities.

No buildings or other structures shall be erected within the limits of said right of way and easement by Grantor. No excavating or filling shall be done or be permitted by Grantor within said right of way and easement, which in the reasonable discretion of Grantee would either (a) reduce or add to the distance between Grantee's facilities and the land surface, (b) impair the land support of its facilities, (c) impair Grantee's ability to maintain its facilities, and/or (d) create a hazard.

Grantor shall have the right to use the land within the limits of said right of way and easement in any other manner not inconsistent with the rights herein described.

Upon written demand by Grantor, at Grantor's cost, Grantee shall relocate the poles on which the line rests or place the line underground so as not to interfere with the development or the use of the premises by Grantor.

All the covenants, agreements, stipulations, provisions, conditions and obligations contained herein, shall be considered as running with the land and shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns of Grantor and Grantee, respectively, as fully as if such words were written whenever reference to Grantor and Grantee occur in this grant.

As used herein, words in the plural number include words in the singular number.

IN WITNESS WHEREOF, Grantor has hereunto subscribed its name this 5th day of September, 1996.


Signed and acknowledged
as to both in the
presence of:


Name: Mary Elizabeth Milburn


Name: Michele D. Poole

GRANTOR

THE MEAD CORPORATION
an Ohio corporation

By: 
Printed Name: John K. Langenbahn
Title: Vice President

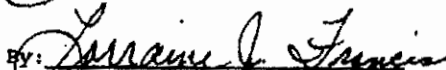
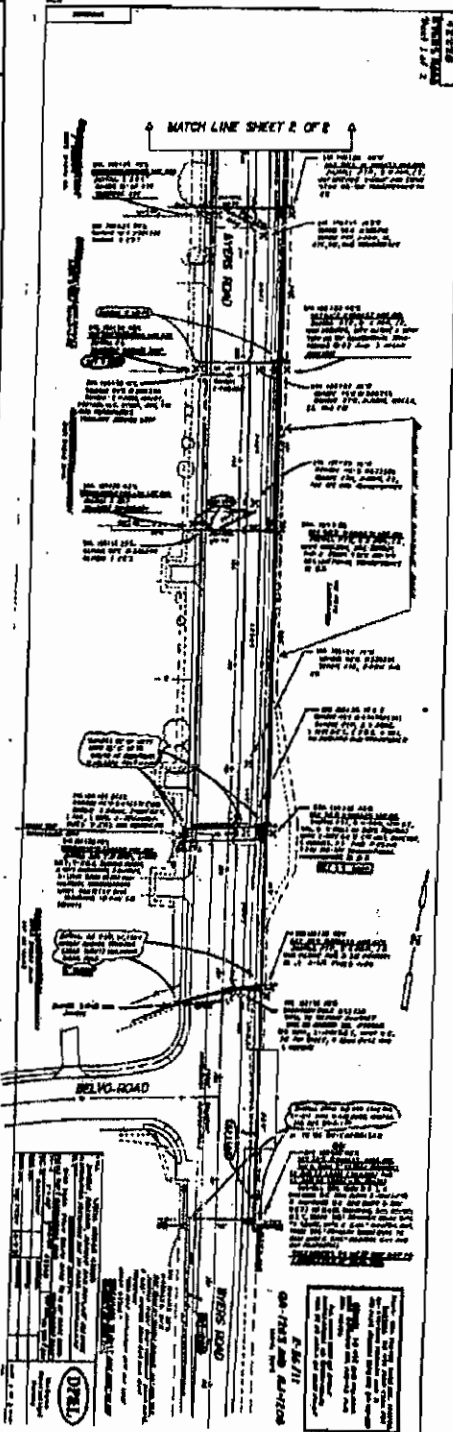
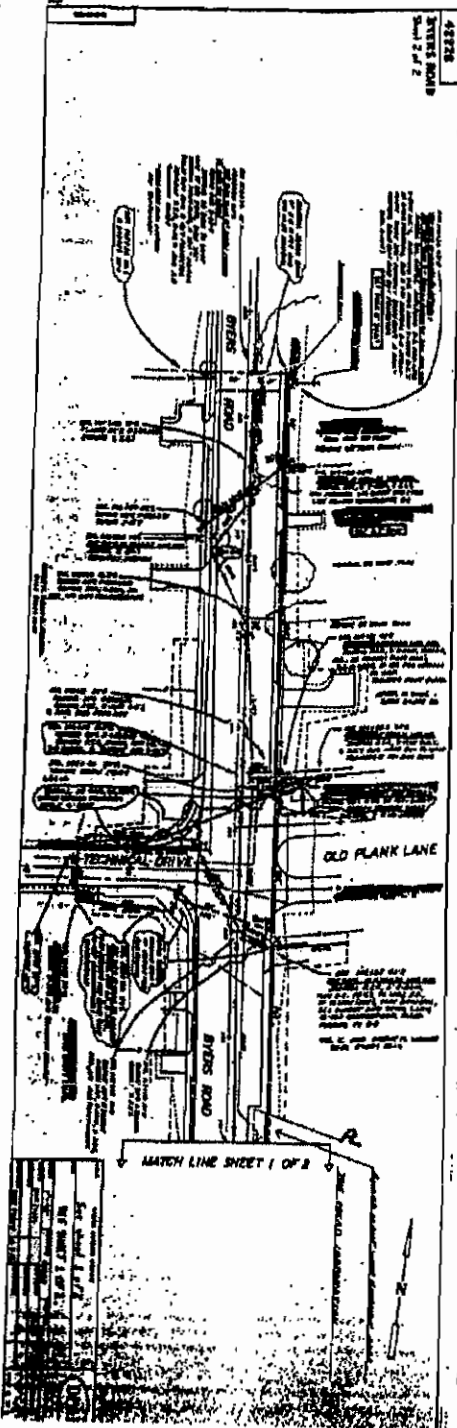
By: 
Printed Name: Lorraine J. Francis
Title: Assistant Secretary

Exhibit A



DEED 96-0655 009

ORIGINAL IN POOR CONDITION

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

Before me, a Notary Public in and for said County and State, personally appeared John K. Langenbahn, Vice President of THE MEAD CORPORATION, an Ohio corporation, the Grantor in the foregoing Instrument, and acknowledged the signing thereof to be his/her voluntary act and deed on behalf of the corporation. In testimony thereof, I have hereunto set my hand and seal, this 5th day of September, 1996.

Michele D. Poole
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

MICHELE D. POOLE, Notary Public
in and for the State of Ohio
My Commission Expires Aug. 4, 2001

Before me, a Notary Public in and for said County and State, personally appeared Lorraine J. Francis, Assistant Secretary of THE MEAD CORPORATION, an Ohio corporation, the Grantor in the foregoing Instrument, and acknowledged the signing thereof to be his/her voluntary act and deed on behalf of the corporation. In testimony thereof, I have hereunto set my hand and seal, this 5th day of September, 1996.

Michele D. Poole
Notary Public

MICHELE D. POOLE, Notary Public
in and for the State of Ohio
My Commission Expires Aug. 4, 2001

This Instrument Prepared By:

Timothy J. Hackert, Esq.
Thompson Hine & Flory P.L.L.
2600 Courthouse Plaza NE
Dayton, Ohio 45402
(513) 443-6931

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PEC 42228
CW III

-3-

DEED 96-0655 C08

\$188.00 06/22/10 09:09:38
DEED=10-0362B4 0022
Montgomery County
Willis E. Blackshear Recorder

ELECTRONICALLY FILED
COURT OF COMMON PLEAS
Wednesday, May 26, 2010 1:55:22 PM
CASE NUMBER: 2009 CV 10056 Docket ID: 15112630
GREGORY A BRUSH
CLERK OF COURTS MONTGOMERY COUNTY OHIO

15

22

IN THE MONTGOMERY COUNTY COMMON PLEAS COURT
Civil Division

MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT,

Plaintiff,

vs.

MW CUSTOM PAPERS, LLC, *et al.*,

Defendants.

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*
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CASE NO. 2009 CV 10056

Judge Langer

Div/90

K45-26-7-180
K45-26-7-181
K45-26-7-182
K45-26-7-183

AMENDED JUDGMENT ENTRY ON SETTLEMENT
AND DISBURSEMENT OF DEPOSIT

It appears to the Court that Defendant MW Custom Papers, LLC ("MW Custom Papers, LLC") has agreed with Plaintiff Montgomery County Transportation Improvement District ("Montgomery County Transportation Improvement District") upon the amount of money due MW Custom Papers, LLC by reason of the appropriation of portions of MW Custom Papers, LLC's property designated as Parcel Nos. 24 WD-1, 24 WD-2, 24 WD-3, 24 WD-4, and 24 SL, which are described in Exhibit A attached hereto and incorporated by reference.

The parties have agreed that MW Custom Papers, LLC shall receive the sum of Forty Two Thousand Eight Hundred and Eighty Five Dollars and No Cents (\$42,885.00), which shall be full payment for the appropriation of Parcel Nos. 24 WD-1, 24 WD-2, 24 WD-3, 24 WD-4, and 24 SL. Therefore, the Court now orders the Clerk to pay the amount of \$42,885.00 to MW Custom Papers, LLC as hereinafter directed.

TRANSFER
02:18 PM
KARL L. KEITH, COUNTY AUDITOR
Conv/Tran #: 09002

201279 \$.00

In consideration of the agreed upon compensation as set forth above as to the transfer of the property interests as herein set forth, MW Custom Papers, LLC, and the Montgomery County Transportation Improvement District, do hereby agree to mutually release each other from all claims relating to the transfer of title, ownership, and compensation paid for Parcel Nos. 24 WD-1, 24 WD-2, 24 WD-3, 24 WD-4, and 24 SL (all as herein provided). The Montgomery County Transportation Improvement District agrees that the construction of the Byers Road Relocation and Improvement Project relating to Parcel Nos. 24 WD-1, 24 WD-2, 24 WD-3, 24 WD-4, and 24 SL shall be performed substantially in accordance with the Plan Letter Attachment which was submitted to MW Custom Papers, LLC by the Montgomery County Transportation Improvement District on or about October 14, 2009 and is attached hereto as Exhibit B and incorporated by reference. The Montgomery County Transportation Improvement District also agrees to use its best efforts, which shall be limited to communicating with the proper zoning authorities, to assist MW Custom Papers, LLC in obtaining an additional access point on Byers Road.

In conformity with this agreement, it is ORDERED, ADJUDGED and DECREED that all right, title, and interest in fee simple, without limitation of existing access rights, be vested in the Montgomery County Transportation Improvement District in the premises described in the Petition filed herein as Parcel Nos. 24 WD-1, 24 WD-2, 24 WD-3, and 24 WD-4, and that an easement interest be vested in the Montgomery County Transportation Improvement District in the premises described in the Petition filed herein as Parcel No. 24 SL.

It is further ORDERED, ADJUDGED and DECREED that the above interests are hereby duly vested in the Montgomery County Transportation Improvement District as above provided for Parcel Nos. 24 WD-1, 24 WD-2, 24 WD-3, 24 WD-4, and 24 SL, free and clear of all claims of the owners of said property and any persons having an interest therein, but subject to (a) real

estate taxes and assessments not yet due and payable and (b) easements, covenants, and restrictions of record, provided, however, it is further ORDERED, ADJUDGED and DECREED that Defendant Dayton Power and Light Company possesses an easement interest, which runs with the land, in a public utility over at least a portion of the premises described in the Petition filed herein, which easement interest is devoted to prior public use, and that the Petition filed herein shall not appropriate, extinguish, or divest said easement interest and said easement interest will survive the present appropriation.

The Court finds that the property appropriated herein by the Montgomery County Transportation Improvement District was for a statutory purpose for which the Montgomery County Transportation Improvement District may acquire property under the Ohio Revised Code. If the Montgomery County Transportation Improvement District decides not to use the property for such purpose, then MW Custom Papers, LLC has the right under Section 163.211 of the Ohio Revised Code to repurchase the property.

The Court further ORDERS the Clerk of Courts to distribute the amount of \$42,885.00 on deposit with it in the above action by check payable to MW Custom Papers, LLC. The Clerk of Courts is hereby ordered to mail the check to Joan H. Roddy, Esq. Thompson Hine LLP, 2000 Courthouse Plaza, N.E. 10 W. Second Street, Dayton, Ohio 45402.

It is further ORDERED that a certified copy of this Amended Judgment Entry on Settlement and Disbursement of Deposit be transmitted to the County Auditor and that said Auditor transmit the same to the County Recorder for recording in the Deed Records of this County and also cause said parcels to be removed from the taxing record inasmuch as the Montgomery County Transportation Improvement District is vested with an interest as to Parcel Nos. 24 WD-1, 24 WD-2, 24 WD-3, and 24 WD-4 free and clear of any real estate tax

consequences thereon, provided, however, the Montgomery County Transportation Improvement District shall be responsible for any agricultural tax savings accrued, relating to Parcel Nos. 24 WD-1, 24 WD-2, 24 WD-3, 24 WD-4 and 24 SL as of and after the date of this Amended Judgment Entry on Settlement and Disbursement of Deposit and subject to (a) real estate taxes and assessments not yet due and payable and (b) easements, covenants, and restrictions of record; that the Montgomery County Transportation Improvement District shall pay all court costs, transfer and recording fees as the same shall be submitted to the Clerk of this Court, which shall become the total court costs of this action, and that a file-stamped copy of this Amended Judgment Entry on Settlement and Disbursement of Deposit be delivered to the Montgomery County Treasurer and Auditor.

It is further ORDERED, pursuant to Civil Rule 54, that this Amended Settlement Entry represents a final judgment and same is entered, there being no just reason for delay.

JUDGE DENNIS J. LANGER

APPROVED:

/s/ Samuel E. Dowse

James A. Dyer (0006824)

Samuel E. Dowse (0082593)

SEBALY SHILLITO + DYER

A Legal Professional Association

1900 Kettering Tower

40 N. Main Street

Dayton, Ohio 45423-1013

sdowse@ssdlaw.com

Telephone: (937) 222-2500

Fax: (937) 222-6554

Attorneys for Plaintiff Montgomery County Transportation Improvement District

and

/s/James L. Butler by
/s/Samuel E. Dowse pursuant
Email authorization given on 5/20/2010
Joan H. Roddy (0010472)
James L. Butler (0079488)
Thompson Hine LLP
2000 Courthouse Plaza N.E.
P.O. Box 8801
Dayton, Ohio 45401-8801
Jim.Butler@Thompsonhine.com
Telephone: (937) 443-6818
Fax: (937) 443-6830
Attorneys for Defendant MW Custom Papers, LLC

and

/s/ George Patricoff by
/s/ Samuel E. Dowse pursuant
Email authorization given on 5/20/2010
George B. Patricoff (0024506)
Assistant Prosecuting Attorney
301 W. Third Street, 4th Floor
Dayton, OH 45402
Telephone: (937) 225-5799
Fax: (937) 225-4822
Attorney for Defendant Carolyn Rice, Treasurer of Montgomery County, Ohio

and

/s/ Joseph G. Strines by
/s/ Samuel E. Dowse pursuant
Email authorization given on 5/20/2010
Joseph G. Strines (0069878)
The Dayton Power and Light Company
1065 Woodman Drive
Dayton, OH 45432
Telephone: (937) 259-7348
Fax: (937) 259-7178
Attorney for Defendant The Dayton Power and Light Company

LPA RX 851
Rev. 03/08

EXHIBIT A

DIV/90

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 1 of 3
79492
24-WD1
MOT-BYERS_ROAD
05/21/09

PARCEL 24-WD1
MOT-BYERS ROAD

ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE

K45-26-7-180

THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

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

[Surveyor's description of the premises follows]

Situate in Section 18, Town 2, Range 5, M.Rs., Miami Township, Montgomery County, State of Ohio and being part of a 54.020 acre parcel of land as conveyed to THE MEAD CORPORATION by instrument as recorded in Deed Book 2538, Page 611 of the deed records of said county, (Tract 1), and being more particularly bounded and described, per a survey performed by LJB, INC. between September 2004 and March 2009.

Beginning for reference at a MAG nail found at the intersection of existing centerlines of right way of Byers Road and Belvo Road, said nail being on the west line of said 54.020 acre parcel and the west line of a 1.922 acre parcel of land as conveyed out of said parcel to The Board of County Commissioners of Montgomery County, Ohio, as recorded in DMF 96-0681-E07 of the deed records of said county 0.15 feet right of station 154+80.66 of the new centerline of Byers Road as shown on the Centerline Plat for MOT-Byers Road as recorded in Plat Book 212, Page 32, 32A, and 32B of the plat records of said county, having the following project adjusted coordinates: North 595,669.6481, East 1,479,673.3608;

EXHIBIT A

Thence along the said new east right of way line for the following five courses:

- 1) 30.66 feet along the arc of a curve deflecting to the right, having a radius of 11501.66 feet, a chord bearing South 04° 02' 15" West and a chord length of 30.66 feet, and a central angle of 00° 09' 10" to an iron pin set 42.50 feet right of station 146+03.98 of the new centerline of Byers Road;
- 2) South 85° 51' 52" East a distance of 33.50 feet to an iron pin set 76.00 feet right of station 146+03.97 of the new centerline of Byers Road;
- 3) South 04° 08' 08" West a distance of 10.00 feet to an iron pin set 76.00 feet right of station 145+94.03 of the new centerline of Byers Road;
- 4) North 85° 51' 52" West a distance of 33.50 feet to an iron pin set 42.50 feet right of station 145+94.02 of the new centerline of Byers Road;
- 5) 161.38 feet along the arc of a curve deflecting to the right, having a radius of 11501.66 feet, a chord bearing South 04° 33' 56" West and a chord length of 161.38 feet, and a central angle of 00° 48' 14" to an iron pin set on the south line of said 54.020 acre parcel and the north line of said 4.537 acre parcel 42.50 feet right of station 144+33.23 of the new centerline of Byers Road;

Thence along the south line of said 54.020 acre parcel and the north line of said 4.537 acre parcel South 72° 58' 55" West a distance of 2.47 feet to the TRUE POINT OF BEGINNING;

The above described tract contains 0.014 acres, more or less, subject to all legal easements and restrictions of record. Prior Instrument Reference as of the date this survey was prepared: Deed Book 2538, Page 611 of the Deed Records of Montgomery County, Ohio.

This description is based upon a field survey made between September 2004 and March 2009 and boundary resolution performed by LJB Inc., under the supervision of Harry G. Herbst III, Ohio Registered Surveyor Number 6596.

The description for parcel number 24-WD1 above was prepared and reviewed on April 10, 2009 under the supervision of Andrew J. Shahan, Ohio Registered Surveyor Number 8378.

Monuments referred to as "set" shall be 3/4" by 30" reinforcing rod with a plastic cap stamped "LJB INC".

The above described area is contained within the Montgomery county Auditor's Parcel Identification Number K45 02607 0090. Within said bounds of the 0.014 acres, more or less, is the present road right of way which occupies 0.000 acres, more or less.

The basis of bearings for this project is based upon a GPS control survey final report for Austin Road Interchange by Woolpert, LLP, dated June 2004 (Jack William Kuttrus, OH# 8033) MOT I-75/Austin Road Ground Control, Montgomery County, Ohio. Horizontal Datum: NAD 83 (1995). Vertical Datum: NAVD 88. Units: US Survey Foot. State Plane Zone: Ohio South.

EXHIBIT A

LPA RX 851
Rev. 03/08

PID
PARCEL
CTY-ETE-SEC
Version Date

Page 3 of 3
79492
24-WD1
MOT-BYERS_ROAD
09/21/09

Geoid Model: GEOID 03. Coordinate System: Ground. Control Monuments Used: 3-D - Southport AZ MK, Seimering RESET and MOT 1083, 2-D - MOT 1011 AZ MK and MOT 1079, 1-D - F346ECC and N345. All coordinates given are ground coordinates. To convert to State Plane Coordinates, multiply the project coordinate by 0.99990331320 (Project Adjustment Factor).

JOSEPH LITVIN, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING,
ACREAGE, AND CLOSURE ONLY
DATE 06/18/09 FILE NO. 2009-0078

BY James Ruffalo



KARL KEITH
COUNTY AUDITOR
MONTGOMERY COUNTY, DAYTON, OHIO
DIVISION

BY MMO DATE 6-14-10

MAPPING DEPARTMENT

EXHIBIT A

DV/190

PID
PARCEL
CTY-RTS-SEC
Version Date

Page 1 of 2
79492
24-WD2
MOT-BYERS_ROAD
05/21/09

**PARCEL 24-WD2
MOT-BYERS ROAD
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO**

K45-26-7-181

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

[Surveyor's description of the premises follows]

Situate in Section 18, Town 2, Range 5, M.Rs., Miami Township, Montgomery County, State of Ohio and being part of a 54.020 acre parcel of land as conveyed to THE MEAD CORPORATION by instrument as recorded in Deed Book 2538, Page 611 of the deed records of said county, (Tract 1), and being more particularly bounded and described, per a survey performed by LJB, INC. between September 2004 and March 2009.

Beginning for reference at a MAG nail found at the intersection of existing centerlines of right way of Byers Road and Belvo Road, said nail being on the west line of said 54.020 acre parcel and the west line of a 1.922 acre parcel as conveyed out of said parcel to The Board of County Commissioners of Montgomery County, Ohio, as recorded in DMF 96-0681-E07 of the deed records of said county 0.15 feet right of station 154+80.66 of the new centerline of Byers Road as shown on the Centerline Plat for MOT-Byers Road as recorded in Plat Book 212, Page 32, 32A, and 32B of the plat records of said county, having the following project adjusted coordinates: North 595,669.6481; East 1,479,673.3608;

Thence along the said centerline of existing right of way of Byers Road, the west line of said 54.020 acre parcel, and the west line of said 1.922 acre parcel South 05° 06' 49" West a distance of 337.95 feet to a point 2.51 feet right of station 151+42.71 of the new centerline of Byers Road;

Thence leaving said line at right angles South 84° 53' 11" East a distance of 41.00 feet to an iron pin set on the east line of said 1.922 acre parcel and at the intersection of the existing east right of way line and new east right of way line of Byers Road 43.51 feet right of station 151+43.00 of the new centerline of Byers Road, said iron pin set being the TRUE POINT OF BEGINNING;

Thence along the east line of said 1.922 acre parcel and the said existing east right of way line North 05° 06' 48" East a distance of 10.00 feet to an iron pin set on the said new east right of way line 43.44 feet right of station 151+53.00 of the new centerline of Byers Road;

Thence along the said new east right of way line for the following three courses:

1) South 84° 29' 05" East a distance of 28.56 feet to an iron pin set 72.00 feet right of station 151+53.00 of the new centerline of Byers Road;

EXHIBIT A

2) South 05° 31' 05" West a distance of 10.00 feet to an iron pin set 72.00 feet right of station 151+43.00 of the new centerline of Byers Road;

3) North 84° 29' 05" West a distance of 28.49 feet to the TRUE POINT OF BEGINNING;

The above described tract contains 0.007 acres, more or less, subject to all legal easements and restrictions of record. Prior Instrument Reference as of the date this survey was prepared: Deed Book 2538, Page 611 of the Deed Records of Montgomery County, Ohio.

This description is based upon a field survey made between September 2004 and March 2009 and boundary resolution performed by LJB Inc., under the supervision of Harry G. Herbst III, Ohio Registered Surveyor Number 6596.

The description for parcel number 24-WD2 above was prepared and reviewed on April 10, 2009 under the supervision of Andrew J. Shahan, Ohio Registered Surveyor Number 8378.

Monuments referred to as "set" shall be 3/4" by 30" reinforcing rod with a plastic cap stamped "LJB INC".

The above described area is contained within the Montgomery county Auditor's Parcel Identification Number K45 02607 0090. Within said bounds of the 0.007 acres, more or less, is the present road right of way which occupies 0.000 acres, more or less.

The basis of bearings for this project is based upon a GPS control survey final report for Austin Road Interchange by Woolpert, LLP, dated June 2004 (Jack William Kuttrus, OH# 8033) MOT I-75/Austin Road Ground Control Montgomery County, Ohio. Horizontal Datum: NAD 83 (1995). Vertical Datum: NAVD 88. Units: US Survey Foot. State Plane Zone: Ohio South. Geoid Model: GEOID 03. Coordinate System: Ground. Control Monuments Used: 3-D - Southport AZ MK, Seimering RESET and MOT 1083, 2-D - MOT 1011 AZ MK and MOT 1079, 1-D - F346ECC and N345. All coordinates given are ground coordinates. To convert to State Plane Coordinates, multiply the project coordinate by 0.99990331320 (Project Adjustment Factor).

JOSEPH LITVIN, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING,
ACREAGE AND CLOSURE ONLY
DATE 06/18/09 FILE NO. 2009-0078

BY *James Kumpfer*



KARL KEITH
COUNTY AUDITOR
MONTGOMERY COUNTY, DAYTON, OHIO
DIVISION

BY *MW* DATE 6-14-10

LPA RX 851
Rev. 03/08

EXHIBIT A

DMV 190

PID
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CTY-RTE-SEC
Version Date

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79492
24-WD3
MOT-BYERS_ROAD
05/21/09

**PARCEL 24-WD3
MOT-BYERS ROAD**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE**

K45-26-7-182

THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

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

[Surveyor's description of the premises follows]

Situate in Section 18, Town 2, Range 5, M.Rs., Miami Township, Montgomery County, State of Ohio and being part of a 54.020 acre parcel of land as conveyed to THE MEAD CORPORATION by instrument as recorded in Deed Book 2538, Page 611 of the deed records of said county, (Tract 1), and being more particularly bounded and described, per a survey performed by LJB, INC. between September 2004 and March 2009.

Beginning for reference at a MAG nail found at the intersection of existing centerlines of right way of Byers Road and Belvo Road, said nail being on the west line of said 54.020 acre parcel and the west line of a 1.922 acre parcel of land as conveyed out of said parcel to The Board of County Commissioners of Montgomery County, Ohio, as recorded in DMF 96-0681-E07 of the deed records of said county 0.15 feet right of station 154+80.66 of the new centerline of Byers Road as shown on the Centerline Plat for MOT-Byers Road as recorded in Plat Book 212, Page 32, 32A, and 32B of the plat records of said county, having the following project adjusted coordinates: North 595,669.6481, East 1,479,673.3608;

Thence along the said centerline of existing right of way of Byers Road, the west line of said 54.020 acre parcel, and the west line of said 1.922 acre parcel South 05° 06' 49" West a distance of 193.58 feet to a point 1.50 feet right of station 152+87.08 of the new centerline of Byers Road;

Thence leaving said line at right angles South 84° 53' 11" East a distance of 41.00 feet to an iron pin set on the east line of said 1.922 acre parcel and at the intersection of the existing east right of way line and the new east right of way line of Byers Road 42.50 feet right of station 152+87.37 of the new centerline of Byers Road, said point being the TRUE POINT OF BEGINNING;

Thence along the east line of said 1.922 acre parcel and the said existing east right of way line for the following three courses:

- 1) North 05° 06' 48" East a distance of 143.62 feet to a point 41.49 feet right of station 154+30.98 of the new centerline of Byers Road;
- 2) South 84° 53' 12" East a distance of 14.00 feet to a point 55.49 feet right of station 154+31.08 of the new centerline of Byers Road;

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3) North 05° 06' 48" East a distance of 28.92 feet to an iron pin set on the new east right of way line of Byers Road 55.29 feet right of station 154+60.00 of the new centerline of Byers Road;

Thence along the said new east right of way line for the following three courses:

- 1) South 03° 24' 20" East a distance of 30.37 feet to an iron pin set 60.00 feet right of station 154+30.00 of the new centerline of Byers Road;
- 2) South 79° 34' 09" West a distance of 18.20 feet to an iron pin set 42.50 feet right of station 154+25.00 of the new centerline of Byers Road;
- 3) South 05° 30' 53" West a distance of 137.63 feet to the TRUE POINT OF BEGINNING;

The above described tract contains 0.005 acres, more or less, subject to all legal easements and restrictions of record. Prior Instrument Reference as of the date this survey was prepared: Deed Book 2538, Page 611 of the Deed Records of Montgomery County, Ohio.

This description is based upon a field survey made between September 2004 and March 2009 and boundary resolution performed by LJB Inc., under the supervision of Harry G. Herbst III, Ohio Registered Surveyor Number 6596.

The description for parcel number 24-WD3 above was prepared and reviewed on April 10, 2009 under the supervision of Andrew J. Shahan, Ohio Registered Surveyor Number 8378.

Monuments referred to as "set" shall be ¾" by 30" reinforcing rod with a plastic cap stamped "LJB INC".

The above described area is contained within the Montgomery county Auditor's Parcel Identification Number K45 02607 0090. Within said bounds of the 0.005 acres, more or less, is the present road right of way which occupies 0.000 acres, more or less.

The basis of bearings for this project is based upon a GPS control survey final report for Austin Road Interchange by Woolpert, LLP, dated June 2004 (Jack William Kutrus, OH# 8033) MOT I-75/Austin Road Ground Control Montgomery County, Ohio. Horizontal Datum: NAD 83 (1995). Vertical Datum: NAVD 88. Units: US Survey Foot. State Plane Zone: Ohio South. Geoid Model: GEOID 03. Coordinate System: Ground. Control Monuments Used: 3-D - Southport AZ MK, Seimring RESET and MOT 1083, 2-D - MOT 1011 AZ MK and MOT 1079, 1-D - F346ECC and N345. All coordinates given are ground coordinates. To convert to State Plane Coordinates, multiply the project coordinate by 0.99990331320 (Project Adjustment Factor).

JOSEPH LITVIN, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING,
ACREAGE AND CLOSURE ONLY
DATE 06/18/09 FILE NO. 2009-0078

KARL KEITH
COUNTY AUDITOR
MONTGOMERY COUNTY, DAYTON, OHIO
DIVISION

BY [Signature] DATE 6-14-10

GIS MAPPING DEPARTMENT



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EXHIBIT A

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**PARCEL 24-WD4
MOT-BYERS ROAD**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE**

K45-26-7-183

THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

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

[Surveyor's description of the premises follows]

Situate in Section 18, Town 2, Range 5, M.Rs., Miami Township, Montgomery County, State of Ohio and being part of a 54.020 acre parcel of land as conveyed to THE MEAD CORPORATION by instrument as recorded in Deed Book 2538, Page 611 of the deed records of said county, (Tract 1), and being more particularly bounded and described, per a survey performed by LJB, INC. between September 2004 and March 2009.

Beginning for reference at a MAG nail found at the intersection of existing centerlines of right way of Byers Road and Belvo Road, said nail being on the west line of said 54.020 acre parcel and the west line of a 1.922 acre parcel of land as conveyed out of said parcel to The Board of County Commissioners of Montgomery County, Ohio, as recorded in DMF 96-0681-E07 of the deed records of said county 0.15 feet right of station 154+80.66 of the new centerline of Byers Road as shown on the Centerline Plat for MOT-Byers Road as recorded in Plat Book 212, Page 32, 32A, and 32B of the plat records of said county, having the following project adjusted coordinates: North 595,669.6481, East 1,479,673.3608;

Thence along the said centerline of existing right of way of Byers Road, the west line of said 54.020 acre parcel, and the west line of said 1.922 acre parcel North 05° 06' 49" East a distance of 45.04 feet to a point 0.17 feet left of station 155+25.69 of the new centerline of Byers Road;

Thence leaving said line at right angles South 84° 53' 11" East a distance of 41.00 feet to a point on an easterly corner of said 1.922 acre parcel and the existing east right of way line of Byers Road 40.83 feet right of station 155+25.98 of the new centerline of Byers Road, said point being the TRUE POINT OF BEGINNING;

Thence along the east line of said 1.922 acre parcel and the said existing east right of way line for the following two courses:

- 1) North 05° 06' 49" East a distance of 58.41 feet to a point 40.42 feet right of station 155+84.39 of the new centerline of Byers Road;
- 2) North 05° 31' 29" East a distance of 841.82 feet to a point at the northeast corner of said 1.922 acre parcel, on the north line of said 54.020 acre parcel, and on the south line of a 1.5 acre parcel of land as conveyed to Wayne A. and Mary Jo Langguth as recorded in microfiche DMF 88-0282-B07 of the deed records of said county 40.57 feet right of station 164+26.21 of the new centerline of Byers Road;

Thence along the north line of said 54.020 acre parcel and the south line of said 1.5 acre parcel South 65° 08' 11" East a distance of 7.35 feet to an iron pin set on the new east right of way line of Byers Road 47.50 feet right of station 164+23.77 of the new centerline of Byers Road;

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Thence along the said new east right of way line for the following three courses:
1) South 05° 30' 53" West a distance of 878.77 feet to an iron pin set 47.50 feet right of station 155+45.00 of the new centerline of Byers Road;
2) South 84° 29' 07" East a distance of 7.50 feet to an iron pin set 55.00 feet right of station 155+45.00 of the new centerline of Byers Road;
3) South 06° 02' 03" West a distance of 18.92 feet to an iron pin set on an easterly corner of said 1.922 acre parcel and the said existing east right of way line 54.83 feet right of station 155+26.08 of the new centerline of Byers Road;
Thence along the east line of said 1.922 acre parcel and the said existing east right of way line North 84° 53' 12" West a distance of 14.00 feet to the TRUE POINT OF BEGINNING;

The above described tract contains 0.148 acres, more or less, subject to all legal easements and restrictions of record. Prior Instrument Reference as of the date this survey was prepared: Deed Book 2538, Page 611 of the Deed Records of Montgomery County, Ohio.

This description is based upon a field survey made between September 2004 and March 2009 and boundary resolution performed by LJB Inc., under the supervision of Harry G. Herbst III, Ohio Registered Surveyor Number 6596.

The description for parcel number 24-WD4 above was prepared and reviewed on April 10, 2009 under the supervision of Andrew J. Shahan, Ohio Registered Surveyor Number 8378.

Monuments referred to as "set" shall be ¼" by 30" reinforcing rod with a plastic cap stamped "LJB INC".

The above described area is contained within the Montgomery county Auditor's Parcel Identification Number K45 02607 0090. Within said bounds of the 0.148 acres, more or less, is the present road right of way which occupies 0.000 acres, more or less.

The basis of bearings for this project is based upon a GPS control survey final report for Austin Road Interchange by Woolpert, LLP, dated June 2004 (Jack William Kuttrus, OH# 8033) MOT I-75/Austin Road Ground Control Montgomery County, Ohio. Horizontal Datum: NAD 83 (1995). Vertical Datum: NAVD 88. Units: US Survey Foot. State Plane Zone: Ohio South. Geoid Model: GEOID 03. Coordinate System: Ground. Control Monuments Used: 3-D - Southport AZ MK, Seimering RESET and MOT 1083, 2-D - MOT 1011 AZ MK and MOT 1079, 1-D - F346ECC and N345. All coordinates given are ground coordinates. To convert to State Plane Coordinates, multiply the project coordinate by 0.99990331320 (Project Adjustment Factor).

JOSEPH LITVIN, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING,
ACREAGE AND CLOSURE ONLY
DATE 06/18/09 FILE NO. 2009-0078

KARL KEITH
COUNTY AUDITOR
MONTGOMERY COUNTY, DAYTON, OH
DIVISION

BY MAD DATE 6-19-10

GIS MAPPING DEPARTMENT



EXHIBIT A

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**PARCEL 24-SL
MOT-BYERS ROAD
EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES
IN THE NAME AND FOR THE USE OF THE
THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO**

An easement for the construction and maintenance of slopes over the within described real estate, until such time as the Grantor/Owner desires to remove said slopes or build thereon, provided however, in the removal of said slopes the proper preservation of the highway may not be impaired (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in Section 18, Town 2, Range 5, M.R.s., Miami Township, Montgomery County, State of Ohio and being part of a 54.020 acre parcel of land as conveyed to THE MEAD CORPORATION by instrument as recorded in Deed Book 2538, Page 611 of the deed records of said county, (Tract 1), and being more particularly bounded and described, per a survey performed by LJB, INC. between September 2004 and March 2009.

Beginning for reference at a point at the southeast corner of a 1.922 acre parcel of land as conveyed out of said 54.020 acre parcel to The Board of County Commissioners of Montgomery County, Ohio, as recorded in DMF 96-0681-E07 of the deed records of said county, on the south line of said 54.020 acre parcel, and on the existing east right of way line of Byers Road 40.21 feet right of station 144+32.31 of the new centerline of Byers Road as shown on the Centerline Plat for MOT-Byers Road as recorded in Plat Book 212, Page 32, 32A, and 32B of the plat records of said county, having the following project adjusted coordinates: North 594,621.9653, East 1,479,620.7740;

Thence along the south line of said 54.020 acre parcel North 72° 58' 55" East a distance of 2.47 feet to an iron pin set on the new east right of way line of Byers Road 42.50 feet right of station 144+33.23 of the new centerline of Byers Road, said point being the TRUE POINT OF BEGINNING;

Thence along the said new east right of way line for the following five courses:

- 1) 161.38 feet along the arc of a curve deflecting to the left, having a radius of 11501.66 feet, a chord bearing North 04° 33' 56" East and a chord length of 161.38 feet and a central angle of 00° 48' 14" to an iron pin set 42.50 feet right of station 145+94.02 of the new centerline of Byers Road;
- 2) South 85° 51' 52" East a distance of 33.50 feet to an iron pin set 76.00 feet right of station 145+94.03 of the new centerline of Byers Road;
- 3) North 04° 08' 08" East a distance of 10.00 feet to an iron pin set 76.00 feet right of station 146+03.97 of the new centerline of Byers Road;

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4) North 85° 51' 52" West a distance of 33.50 feet to an iron pin set 42.50 feet right of station 146+03.98 of the new centerline of Byers Road;

5) 30.66 feet along the arc of a curve deflecting to the left, having a radius of 11501.66 feet, a chord bearing North 04° 02' 15" East and a chord length of 30.66 feet and a central angle of 00° 09' 10" to an iron pin set on the east line of said 1.922 acre parcel and the said existing east right of way line 42.50 feet right of station 146+34.52 of the new centerline of Byers Road;

Thence along the east line of said 1.922 acre parcel and the said existing east right of way line North 05° 06' 48" East a distance of 507.29 feet to an iron pin set on the said new east right of way line 43.51 feet right of station 151+43.00 of the new centerline of Byers Road;

Thence along the said new east right of way line for the following three courses:

- 1) South 84° 29' 05" East a distance of 28.49 feet to an iron pin set 72.00 feet right of station 151+43.00 of the new centerline of Byers Road;
- 2) North 05° 31' 05" East a distance of 10.00 feet to an iron pin set 72.00 feet right of station 151+53.00 of the new centerline of Byers Road;
- 3) North 84° 29' 05" West a distance of 28.56 feet to an iron pin set on the east line of said 1.922 acre parcel and the said existing east right of way line 43.44 feet right of station 151+53.00 of the new centerline of Byers Road;

Thence along the east line of said 1.922 acre parcel and the said existing east right of way line North 05° 06' 48" East a distance of 134.37 feet to an iron pin set on the new east right of way line of Byers Road 42.50 feet right of station 152+87.37 of the new centerline of Byers Road;

Thence along the said new east right of way line for the following three courses:

- 1) North 05° 30' 53" East a distance of 137.63 feet to an iron pin set 42.50 feet right of station 154+25.00 of the new centerline of Byers Road;
- 2) North 79° 34' 09" East a distance of 18.20 feet to an iron pin set 60.00 feet right of station 154+30.00 of the new centerline of Byers Road;
- 3) North 03° 24' 20" West a distance of 30.37 feet to an iron pin set on the east line of said 1.922 acre parcel and the said existing east right of way line 55.29 feet right of station 154+60.00 of the new centerline of Byers Road;

Thence along the east line of said 1.922 acre parcel and the said existing east right of way line North 05° 06' 48" East a distance of 66.08 feet to an iron pin set on the new east right of way line of Byers Road 54.83 feet right of station 155+26.08 of the new centerline of Byers Road;

Thence along the said new east right of way line for the following three courses:

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1) North 06° 02' 03" East a distance of 18.92 feet to an iron pin set 55.00 feet right of station 155+45.00 of the new centerline of Byers Road;

2) North 84° 29' 07" West a distance of 7.50 feet to an iron pin set 47.50 feet right of station 155+45.00 of the new centerline of Byers Road;

3) North 05° 30' 53" East a distance of 878.77 feet to an iron pin set on the north line of said 54.020 acre parcel 47.50 feet right of station 164+23.77 of the new centerline of Byers Road;

Thence along the north line of said 54.020 acre parcel South 65° 08' 11" East a distance of 8.01 feet to a point 55.05 feet right of station 164+21.12 of the new centerline of Byers Road;

Thence South 12° 41' 15" East a distance of 22.23 feet to a point 62.00 feet right of station 164+00.00 of the new centerline of Byers Road;

Thence South 08° 56' 27" West a distance of 100.32 feet to a point 70.00 feet right of station 163+00.00 of the new centerline of Byers Road;

Thence South 03° 34' 32" East a distance of 101.27 feet to a point 86.00 feet right of station 162+00.00 of the new centerline of Byers Road;

Thence South 02° 27' 18" East a distance of 50.49 feet to a point 93.00 feet right of station 161+50.00 of the new centerline of Byers Road;

Thence South 10° 50' 49" West a distance of 150.65 feet to a point 79.00 feet right of station 160+00.00 of the new centerline of Byers Road;

Thence South 04° 22' 08" West a distance of 150.03 feet to a point 82.00 feet right of station 158+50.00 of the new centerline of Byers Road;

Thence South 00° 45' 45" East a distance of 100.60 feet to a point 93.00 feet right of station 157+50.00 of the new centerline of Byers Road;

Thence South 08° 22' 37" West a distance of 200.25 feet to a point 83.00 feet right of station 155+50.00 of the new centerline of Byers Road;

Thence South 13° 38' 41" West a distance of 70.71 feet to a point 73.00 feet right of station 154+80.00 of the new centerline of Byers Road;

Thence South 04° 31' 06" West a distance of 230.03 feet to a point 77.00 feet right of station 152+50.00 of the new centerline of Byers Road;

Thence South 01° 30' 38" West a distance of 100.24 feet to a point 84.00 feet right of station 151+50.00 of the new centerline of Byers Road;

Thence South 05° 05' 02" West a distance of 199.94 feet to a point 85.50 feet right of station 149+50.00 of the new centerline of Byers Road;

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Thence South 07° 57' 31" West a distance of 248.64 feet to a point 72.00 feet right of station 147+00.00 of the new centerline of Byers Road;

Thence South 01° 47' 28" West a distance of 49.72 feet to a point 74.00 feet right of station 146+50.00 of the new centerline of Byers Road;

Thence South 12° 36' 26" East a distance of 52.43 feet to a point 89.00 feet right of station 146+00.00 of the new centerline of Byers Road;

Thence South 12° 01' 05" West a distance of 101.62 feet to a point 75.50 feet right of station 145+00.00 of the new centerline of Byers Road;

Thence South 03° 59' 06" East a distance of 51.36 feet to a point on the south line of said 54.020 acre parcel 83.31 feet right of station 144+49.58 of the new centerline of Byers Road;

Thence along the south line of said 54.020 acre parcel South 72° 58' 55" West a distance of 44.00 feet to the TRUE POINT OF BEGINNING;

The above described tract contains 1.558 acres, more or less, subject to all legal easements and restrictions of record. Prior Instrument Reference as of the date this survey was prepared: Deed Book 2538, Page 611 of the Deed Records of Montgomery County, Ohio.

This description is based upon a field survey made between September 2004 and March 2009 and boundary resolution performed by LJB Inc., under the supervision of Harry G. Herbst III, Ohio Registered Surveyor Number 6596.

The description for parcel number 24-SL above was prepared and reviewed on April 10, 2009 under the supervision of Andrew J. Shahan, Ohio Registered Surveyor Number 8378.

Monuments referred to as "set" shall be ¾" by 30" reinforcing rod with a plastic cap stamped "LJB INC".

The above described area is contained within the Montgomery county Auditor's Parcel Identification Number K45 02607 0090. Within said bounds of the 1.558 acres, more or less, is the present road right of way which occupies 0.000 acres, more or less.

The basis of bearings for this project is based upon a GPS control survey final report for Austin Road Interchange by Woolpert, LLP, dated June 2004 (Jack William Kuttrus, OH# 8033) MOT I-75/Austin Road Ground Control Montgomery County, Ohio. Horizontal Datum: NAD 83 (1995). Vertical Datum: NAVD 88. Units: US Survey Foot. State Plane Zone: Ohio South. Geoid Model: GEOID 03. Coordinate System: Ground. Control Monuments Used: 3-D - MOT Southport AZ MK, Seimering RESET and MOT 1083, 2-D - MOT 1011 AZ MK and MOT 1079, 1-D - F346ECC and N345. All coordinates given are ground coordinates. To convert to State Plane Coordinates, multiply the project coordinate by 0.99990331320 (Project Adjustment Factor).





PLAN LETTER ATTACHMENT

MOT- Byers Road
Parcel: 24WD1, WD2, WD3, WD4, SL
Date of offer: Oct. 14, 2009

To avoid any misunderstanding as to the work to be done, you are being furnished this plan letter attachment and a print of the right of way plan sheets applicable to your parcel and associated construction plan sheets, if applicable. The following explains the type of acquisition and what to look for on the plans provided. Changes to the plan required by engineering revisions or as agreed to in negotiations will be documented in writing by the Montgomery County TID or its representatives.

The project description involves the relocation of approximately 1.4 miles of Byers Road. Overlay and widening of Byers Road from Byers Ridge Drive north to Technical Drive. A new traffic signal at Belvo Road will be constructed. Construction is to begin summer, 2010 and last for a period of 12 months.

The real property needed for the MOT- Byers Road project requires the acquisition of only a part of your property. The agency needs to acquire from you Parcels 24WD1, WD2, WD3, WD4, and SL. The acquisition is further explained as follows.

Parcel 24WD1, WD2, WD3, WD4

The WD's are defined as Warranty Deed's with Reservation of Access and this modifier is used to acquire title where limitation of access is of no consequence. This means that the residue property still has access to the road or highway. You will notice that the WD area is outlined in Green on the right of way Detail Sheet. The entire WD1 area contains .014 acres, (609 SF) for the WD2 the area contains .007 (305 SF) acres, for the WD3 the area contains .005 (218 SF) acres, and for the WD4 the area contains .0148 (645 SF) acres. These are shown on the Summary Sheet and are outlined in Green. For this acquisition, all property rights are being acquired; however, the TID is reserving to you access rights to the road.

Parcel 24SL

The SL is for an easement for the construction and maintenance of slopes in the name and for the use of the Board of County Commissioners of Montgomery County, Ohio. This area is outlined in green and contains 1.558 acres as shown on the Summary Sheet.

Structures, Improvements and Tenant-Owned Improvements

N/A

Plan Letter Attachment
CRS MOT-Byers Road
Parcel Number 24WD1, WD2, WD3, WD4, SL
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Drives

The field drive located at Station 163 + 57.06 Rt. will be replaced with gravel. This is reflected on the driveway detail sheet. The drive profile sheet reflects the slope of the proposed drive apron.

New Pavement/Grade/Swale

The proposed Byers Road encompasses an overlay and widening section as reflected on the typical section sheet 5. From Station 139 + 43.79 to Station 154 + 50 there will be a 12' center turn lane with two lanes on each side of the center lane. The proposed road improvement will have little change in the grade as reflected on the cross section sheets page 133-143. These sheets reflect a cut view of the project with the existing and proposed right of way on both sides of the centerline. Your property is to the left of the centerline. These sheets also show the proposed and current elevations at the centerline above the Station numbers, (Ex. Station 144 + 00) 1004.46-1004.21 or .25 or 3". The project will also include the installation of a 5' sidewalk.

Drainage

The project will include new curb, gutter, and under drains. There will be a catch basins installed as reflected on the storm sewer profile sheet 187, 188, 189, 190. These sheets also reflect the profile sheet for the storm sewer.

Items that will have to be removed or destroyed

Two (2) Trees

Field Tiles

The TID has made every effort to locate field tiles within the limits of the new right of way and to provide outlets for these tiles. However, since field tiles are underground installations, with their location difficult to establish, we do not guarantee that every tile has been located. For this reason, it is requested that you advise us of the location of any tile omitted from the plans. By doing this, you will be assured that provisions will be made on the plans for a re-connection if it is destroyed during construction.

Gas, Oil and/or Water Lines

We would appreciate being advised as to the location and ownership of any gas, water, or oil lines which might appear on the plans.

Sanitary Sewage Outlets

State and County health laws do not permit sanitary sewage to outlet into road side drainage systems.

Encroachments

N/A

Plan Letter Attachment
CRS MOT-Dyers Road
Parcel Number 24WD1, WD2, WD3, WD4, SL
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Miscellaneous

Please be advised that after this acquisition is completed, no improvements, including fencing, may be placed in the new permanent right of way without a written permit from the local District Office of the Ohio Department of Transportation.



General Division
 Montgomery County Common Pleas Court
 41 N. Perry Street, Dayton, Ohio 45422

Case Title: MONTGOMERY COUNTY TRANSPORTATION
 IMPROVEMENT DIST vs MW CUSTOM PAPERS LLC
Case Number: 2009 CV 10056
Type: Entry Signed By Judge

So Ordered

Dennis J. Langer

Electronically signed by dlanger on 2010-05-26 13:55:56 page 22 of 22

I hereby certify this to be a true
 and correct copy

Witness my hand and seal this

day of May 2010

[Signature] Clerk

Clerk of Common Pleas

Court of Montgomery County, Ohio

By *[Signature]* Deputy