

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.:** 38140477

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 MICROFICHE 86-25D05, 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. (AS
TO A .694 ACRE PARCEL AND A 16.01 ACRE PARCEL)

MEAD REALTY GROUP, INC. ACQUIRED BY DEED OF RECORD IN DEED MICROFICHE
92-477C03, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO. (AS TO A 11.078
ACRE PARCEL)

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

See Exhibit "A" attached hereto.

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.



Order No.: 38140477
Loan No.:

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

By: 
Authorized Signatory



**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 AND APPROPRIATE PLAN BOARD.
 - 2. DEED FROM MW CUSTOM PAPERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY ITS DULY AUTHORIZED MEMBERS AND MEAD REALTY GROUP, INC., AN OHIO CORPORATION, BY ITS DULY AUTHORIZED OFFICERS, 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. CORPORATE RESOLUTION AND COPY OF ARTICLES OF INCORPORATION FOR MEAD REALTY GROUP, INC., AN OHIO CORPORATION, AUTHORIZING THE EXECUTION OF THE ABOVE DEED.
 - 5. ALTA SURVEY SATISFACTORY TO THE COMPANY WILL BE REQUIRED IF THE SURVEY EXCEPTIONS ARE TO BE DELETED FROM THE FINAL POLICY.
 - 6. OWNER'S AFFIDAVIT COVERING MATTERS OF TITLE IN A FORM ACCEPTABLE TO THE COMPANY.
 - 7. 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.
 - 8. 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. EASEMENT TO THE DAYTON POWER AND LIGHT COMPANY, OF RECORD IN DEED BOOK 1250, PAGE 183, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
- ✓ 10. RIGHT OF WAY AND EASEMENT TO THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, OF RECORD IN DEED BOOK 2394, PAGE 63, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
- ✓ 11. EASEMENTS RECORDED IN JUDGMENT ENTRY OF SETTLEMENT IN MONTGOMERY COUNTY COMMON PLEAS COURT CASE NO. 76-334, OF RECORD IN DEED MICROFICHE 78-31A05; RERECORDED IN DEED MICROFICHE 78-593C01 AND RERECORDED IN DEED MICROFICHE 78-601B05, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
- ✓ 12. EASEMENT TO THE THE DAYTON POWER AND LIGHT COMPANY, OF RECORD IN DEED MICROFICHE 80-581D12, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
- ✓ 13. EASEMENT AGREEMENT BY AND AMONG THE MEAD CORPORATION, AN OHIO CORPORATION, MEAD LAND SERVICES, INC., AN OHIO CORPORATION AND DONALD L. HUBER, OF RECORD IN DEED MICROFICHE 86-344A10, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.



- ✓ 14. EASEMENTS RECORDED IN JUDGMENT ENTRY IN MONTGOMERY COUNTY COMMON PLEAS COURT CASE NO. 86-1207, OF RECORD IN DEED MICROFICHE 88-71D02, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
- ✓ 15. 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.
- ✓ 16. EASEMENT TO NEWMARK ASSOCIATES, AN OHIO GENERAL PARTNERSHIP, MEAD REAL ESTATE INVESTMENTS, INC., AN OHIO CORPORATION AND DANIS PROPERTIES CO., INC., OF RECORD IN DEED MICROFICHE 91-657B09, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
- ✓ 17. EASEMENTS RECORDED IN JUDGMENT ENTRY IN MONTGOMERY COUNTY COMMON PLEAS COURT CASE NO. 86-1283, OF RECORD IN DEED BOOK 1043, PAGE 844, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
- ✓ 18. EASEMENT TO THE DAYTON POWER AND LIGHT COMPANY, OF RECORD IN DEED MICROFICHE 87-549A08, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
- 19. RIGHTS OF PUBLIC TO USE THOSE PORTIONS OF SUBJECT PREMISES LYING WITHIN THE CONFINES OF PUBLIC ROADS AND HIGHWAYS. (LYONS RD.)
- 20. WE DO NOT AFFIRMATIVELY INSURE THE QUANTITY OF ACREAGE SET FORTH IN THE DESCRIPTION CONTAINED IN SCHEDULE "A", HEREOF.
- 21. **TAX PARCEL DESC:** S12-T2-5 MRS MIAMI TWP 16.009 ACRES - NEWMARK AND LYONS ROAD

TAXES, LISTED IN THE NAME(S) OF MEAD CORPORATION, (PARCEL ID K45-02604-0149) FOR THE FIRST HALF OF THE YEAR 2013 IN THE NET AMOUNT OF \$417.08, PLUS \$1.00 MCD/AQUIFER PRES SUB ASSESSMENT, TOTAL \$418.08 ARE PAID; TAXES FOR THE SECOND HALF OF THE YEAR 2013 IN THE NET AMOUNT OF \$417.08 ARE PAID.

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 AND IS SUBJECT TO RECOUPMENT.

TAX VALUATION: LAND ONLY: \$226,290

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

TAX PARCEL DESC: S12-T2-5 MRS MIAMI TWP .694 ACRES - LYONS ROAD

TAXES, LISTED IN THE NAME(S) OF MEAD CORPORATION, (PARCEL ID K45-02604-0158) FOR THE FIRST HALF OF THE YEAR 2013 IN THE NET AMOUNT OF \$21.85, PLUS \$1.00 MCD/AQUIFER PRES SUB ASSESSMENT, TOTAL \$22.85 ARE PAID; TAXES FOR THE



SECOND HALF OF THE YEAR 2013 IN THE NET AMOUNT OF \$21.85 ARE PAID.

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 AND IS SUBJECT TO RECOUPMENT.

TAX VALUATION: LAND ONLY: \$13,700

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

TAX PARCEL DESC: S12-T2-5 MRS MIAMI TWP 11.078 ACRES - LYONS ROAD

TAXES, LISTED IN THE NAME(S) OF MEAD REALTY GROUP INC., (PARCEL ID K45-02604-0184) FOR THE FIRST HALF OF THE YEAR 2013 IN THE NET AMOUNT OF \$211.11, PLUS \$1.00 MCD/AQUIFER PRES SUB ASSESSMENT, TOTAL \$212.11 ARE PAID; TAXES FOR THE SECOND HALF OF THE YEAR 2013 IN THE NET AMOUNT OF \$211.11 ARE PAID.

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 AND IS SUBJECT TO RECOUPMENT.

TAX VALUATION: LAND ONLY: \$164,070

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

22. 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 12, TOWN 2, RANGE 5 M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, STATE OF OHIO, BEING ALL OF A 16.01 ACRE PARCEL CONVEYED TO MEAD CORPORATION BY DEED RECORDED IN MF DEED 86-025D05, ALL OF A 0.694 ACRE PARCEL CONVEYED TO MEAD CORPORATION BY DEED RECORDED IN MF DEED 86-356B02, AND ALL OF A 11.078 ACRE PARCEL CONVEYED TO MEAD REALTY GROUP INC. BY DEED RECORDED IN MF DEED 92-447C03, ALL 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 FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF NEWMARK DRIVE (60' RIGHT-OF-WAY) AT THE NORTHEAST CORNER OF LOT 2 OF NEWMARK PLAT SECTION TWO AS RECORDED IN PLAT BOOK 206, PAGE 40 OF THE PLAT RECORDS OF SAID COUNTY AND STATE;

THENCE, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE THE FOLLOWING SIX COURSES:

1.) ON A CURVE TO THE LEFT, HAVING A RADIUS OF 380.00 FEET, (LONG CHORD BEARING NORTH 82°15'06" EAST A DISTANCE OF 41.53 FEET) FOR AN ARC LENGTH OF 41.56 FEET TO A 5/8" IRON PIN SET;

2.) SOUTH 10°52'53" EAST FOR 15.00 FEET TO A 5/8" IRON PIN SET;

3.) ON A CURVE TO THE LEFT, HAVING A RADIUS OF 395.00 FEET, (LONG CHORD BEARING NORTH 77°04'22" EAST A DISTANCE OF 28.20 FEET) FOR AN ARC LENGTH OF 28.21 FEET TO A 5/8" IRON PIN SET;

4.) NORTH 14°58'24" WEST FOR 15.00 FEET TO A 5/8" IRON PIN SET;

5.) ON A CURVE TO THE LEFT, HAVING A RADIUS OF 380.00 FEET, (LONG CHORD BEARING NORTH 42°53'56" EAST A DISTANCE OF 404.18 FEET) FOR AN ARC LENGTH OF 426.16 FEET TO A 5/8" IRON PIN SET;

6.) NORTH 79°12'11" EAST FOR 76.16 FEET TO A 5/8" IRON PIN SET IN THE SOUTH RIGHT-OF-WAY LINE OF LYONS ROAD (94' RIGHT-OF-WAY);

THENCE, LEAVING THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE, ALONG THE SOUTH RIGHT-OF-WAY OF SAID LYONS ROAD, SOUTH 79°06'11" EAST FOR 831.90 FEET TO A 5/8" IRON PIN FOUND AT THE NORTHWEST CORNER OF A 4.984 ACRE PARCEL CONVEYED TO AMBURGY-GUARDIAN LLC BY DEED RECORDED IN IR DEED 03-085682 OF THE DEED RECORDS OF SAID COUNTY AND STATE;

THENCE, LEAVING THE SOUTH RIGHT-OF-WAY LINE OF SAID LYONS ROAD, ALONG THE WEST LINE SAID 4.984 ACRE PARCEL, THE WEST LINE OF A 6.2641 ACRE PARCEL CONVEYED TO HARVEEN LLC BY DEED RECORDED IN IR DEED 06-095933, AND THE WEST LINE OF LAND CONVEYED TO RONALD E. AND ANA C. BURNS BY DEED RECORDED IN IR DEED 08-027650, ALL OF THE DEED RECORDS OF SAID COUNTY AND STATE, SOUTH 05°36'58" WEST FOR 1078.40 FEET (PASSING A 5/8" IRON PIN FOUND AT 929.58 FEET TO A 5/8" IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID RONALD E. AND ANA C. BURNS LAND AND AT AN ANGLE POINT IN THE NORTH LINE OF LAND CONVEYED TO MEGIX



EXHIBIT A cont.

LLC BY DEED RECORDED IN IR DEED 02-163795 OF THE DEED RECORDS OF SAID COUNTY AND STATE;

THENCE ALONG THE NORTH LINE OF SAID MEGIX LLC LAND FOR THE FOLLOWING EIGHT COURSES:

- 1.) NORTH 69°05'55" WEST FOR 90.05 FEET TO A 5/8" IRON PIN FOUND (WITH CAP LABELED "NORTHMONT");
- 2.) NORTH 64°59'48" WEST FOR 208.88 FEET TO A 5/8" IRON PIN FOUND (WITH CAP LABELED "NORTHMONT");
- 3.) NORTH 61°26'28" WEST FOR 150.53 FEET TO A 5/8" IRON PIN FOUND (WITH CAP LABELED "NORTHMONT");
- 4.) NORTH 74°56'43" WEST FOR 176.43 FEET TO A 5/8" IRON PIN SET;
- 5.) SOUTH 82°08'42" WEST FOR 268.61 FEET TO A 5/8" IRON PIN FOUND (WITH CAP LABELED "NORTHMONT");
- 6.) SOUTH 41°40'12" WEST FOR 87.56 FEET TO A 5/8" IRON PIN SET;
- 7.) SOUTH 58°49'57" WEST FOR 93.17 FEET TO A 5/8" IRON PIN FOUND (WITH CAP LABELED "NORTHMONT");
- 8.) SOUTH 52°10'02" WEST FOR 307.07 FEET TO A 5/8" IRON PIN SET IN THE EAST LINE OF SAID LOT 2 OF NEWMARK PLAT SECTION TWO;

THENCE, LEAVING THE NORTH LINE OF SAID MEGIX LLC LAND, ALONG THE EAST LINE OF SAID LOT 2 OF NEWMARK PLAT SECTION TWO, NORTH 05°18'13" EAST FOR 1013.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 27.642 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS BASED UPON THE EAST LINE OF LOT 2 OF THE NEWMARK PLAT SECTION TWO AS RECORDED IN PLAT BOOK 206, PAGE 40 OF THE PLAT RECORDS OF SAID COUNTY AND STATE, BEARING SOUTH 05°18'13" WEST.

AS SURVEYED BY SCHAEFFER ENGINEERING UNDER MY SUPERVISION, CHRISTOPHER W. SCHAEFFER, OHIO REGISTERED SURVEYOR NO. 7161, IN FEBRUARY 2010 AND FILED IN THE MONTGOMERY COUNTY ENGINEER'S RECORD OF LAND SURVEYS AS VOLUME 2010, PAGE 0053.



ACQUISITION
DEEDS

N
894

DEED

K95
26 4-1-89

KNOW ALL MEN BY THESE PRESENTS: That SPRINGBORO COMMERCIAL-OXFORD ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership ("Grantor"), for valuable consideration paid, grants, with the sole and exclusive limited warranty covenant hereinafter set forth, to THE MEAD CORPORATION ("Grantee"), whose tax mailing address is Mead World Headquarters, Courthouse Plaza, NE, Dayton, Ohio 45463, certain real property situate in Miami Township, Montgomery County, Ohio, more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

Grantor's sole and exclusive covenant to Grantee in connection with the conveyance hereunder is that the Property is free from all encumbrances made by Grantor, and that it does warrant and will defend against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

R.0719 #01 967.00

The Property is conveyed subject to, and there are hereby excepted from the sole limited warranty covenant set forth above, the following:

- (i) All easements, rights-of-way, highways, covenants, conditions, restrictions and reservations of record;
- (ii) zoning and building laws, ordinances, resolutions and regulations; and
- (iii) real estate taxes and assessments not yet due and payable.

Grantor hereby assigns unto Grantee all of its rights pursuant to the general warranties received by Grantor from Donald L. Huber by deed recorded at Microfiche No. D-86-25003 of the Montgomery County, Ohio Deed Records.

TRANSFERRED
ROBERT L. ROEGER
MONT. COUNTY AUDITOR

1986 JAN 16 PM 3:47

Prior Instrument Reference: Microfiche No. D-86-25003
of the Deed Records of
Montgomery County, Ohio.

VICAR D. PEGG
RECORDER
12-L
JAN 15 3 54 PM '86
MONTGOMERY CO. OHIO
RECORDED

DEED 86-0025 D05

1-16-86
Date
I hereby certify that said partnership was registered in the Records Office on
VICAR D. PEGG, Recorder.
Date
By [Signature]
Deputy

WITNESS the execution hereof as of this 16 day
of January, 1986.

Signed and Acknowledged
in the Presence of:

SPRINGBORO COMMERCIAL-OXFORD
ASSOCIATES LIMITED PARTNERSHIP

By Oxford Equities Corporation

[Signature]
Cynthia L. Coers

By Geoffrey S. Fearn Asst. Secty.

STATE OF Indiana)
COUNTY OF Marion) SS:

The foregoing instrument was acknowledged before me
this 16th day of January, 1986, by Geoffrey S. Fearn,
Asst. Secty. of Oxford Equities Corporation, an
Indiana corporation, on behalf of the corporation as general
partner of Springboro Commercial-Oxford Associates Limited
Partnership, a Maryland limited partnership.

Patricia A. Wallace
Notary Public



This Instrument Prepared By:
Stephen M. King
Smith & Schnacke
A Legal Professional Association
2000 Courthouse Plaza, NE
P. O. Box 1617
Dayton, Ohio 45401

LJB LOCKWOOD, JONES & BEALS

CIVIL AND STRUCTURAL ENGINEERS

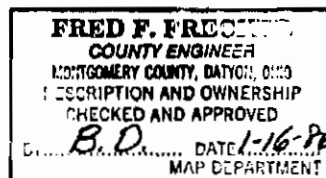
MEAD TOWER

Courthouse Plaza N.E. • Dayton, Ohio 45402 • (513) 228-8842

SOUTHEAST CORNER NEWMARK DRIVE AT LYONS ROAD
16.137 ACRE PARCEL

SITUATED IN SECTION 12, TOWN 2, RANGE 5, M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO AND BEING PART OF THE LAND CONVEYED TO DONALD L. HUBER IN MICROFICHE #72-401C02 OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID HUBER TRACT, SAID LINE BEING THE EAST LINE OF A TRACT OF LAND CONVEYED TO BURT LAKE ASSOCIATES IN MICROFICHE #78-98B03 OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NEWMARK DRIVE; THENCE WITH THE SOUTH LINE OF SAID NEWMARK DRIVE ON A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET FOR 32.16 FEET AS MEASURED ON THE ARC. THE CHORD OF THE JUST DESCRIBED CURVE BEARS NORTH $79^{\circ}-04'-29''$ EAST FOR 32.15 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE; THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE SOUTH $13^{\circ}-20'-59''$ EAST FOR 15.00 FEET TO A POINT; THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE ON A CURVE TO THE LEFT HAVING A RADIUS OF 395.00 FEET FOR 28.21 FEET AS MEASURED ON THE ARC. THE CHORD OF THE JUST DESCRIBED CURVE BEARS NORTH $74^{\circ}-36'-16''$ EAST FOR 28.20 FEET TO A POINT; THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE NORTH $17^{\circ}-26'-30''$ WEST FOR 15.00 FEET TO A POINT; THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE ON A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET FOR 426.16 FEET AS MEASURED ON THE ARC. THE LONG CHORD OF THE JUST DESCRIBED CURVE BEARS NORTH $40^{\circ}-25'-50''$ EAST FOR 404.18 FEET TO THE POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE; THENCE NORTH $75^{\circ}-06'-19''$ EAST FOR 76.16 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LYONS ROAD; THENCE NORTH $08^{\circ}-18'-09''$ EAST FOR 45.50 FEET TO A POINT ON THE CENTERLINE OF LYONS ROAD; THENCE ALONG THE CENTERLINE OF SAID LYONS ROAD SOUTH $81^{\circ}-41'-51''$ EAST FOR 323.33 FEET TO A POINT; THENCE ON A NEW DIVISION LINE THROUGH SAID HUBER TRACT SOUTH $3^{\circ}-00'-00''$ WEST FOR 1007.60 FEET TO A POINT; THENCE NORTH $77^{\circ}-30'-30''$ WEST FOR 97.94 FEET TO A POINT; THENCE SOUTH $79^{\circ}-34'-55''$ WEST FOR 268.61 FEET TO A POINT; THENCE SOUTH $39^{\circ}-06'-25''$ WEST FOR 87.56 FEET TO A POINT; THENCE SOUTH $56^{\circ}-16'-10''$ WEST FOR 93.17 FEET TO A POINT; THENCE SOUTH $49^{\circ}-36'-15''$ WEST FOR 304.38 FEET TO A POINT IN THE EAST LINE OF SAID BURT LAKES ASSOCIATES TRACT AND THE WEST LINE OF SAID HUBER TRACT; THENCE WITH THE COMMON LINE BETWEEN SAID BURT LAKE ASSOCIATES TRACT AND THE SAID HUBER TRACT NORTH $3^{\circ}-14'-26''$ EAST FOR 1013.29 FEET TO THE POINT OF BEGINNING. CONTAINS 16.137 ACRES MORE OR LESS.



DAYTON OFFICE:
1883 East Dorothy Lane
Dayton, Ohio 45428 • (513) 283-8827

GREATER CINCINNATI OFFICE:
2841 Crescent Springs Road
Covington, Ky., 41017 • (606) 331-1078

DEED 86-0025 D07

Delaware

PAGE 1

The First State

219.00 04/28/03 15:01:22
MERG-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

AUTHENTICATION: 2367741

030248126

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. Hitter

Title: Assistant Secretary

DEC. 31. 2002 1:46PM

THOMPSON HINE

NO. 1237 P. 6

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

DEC. 31. 2002 1:46PM

THOMPSON HINE

NO. 1237 P. 7

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

0015145

7

LIMITED WARRANTY DEED

K45-26-4-184

KNOW ALL MEN BY THESE PRESENTS: That HURON OFFICE PRODUCTS, INC., a Michigan corporation, for valuable consideration paid, grants, with limited warranty covenants, to MEAD REALTY GROUP, INC., an Ohio corporation, whose tax mailing address is Mead World Headquarters, Courthouse Plaza Northeast, Dayton, Ohio 45463, the real property described in Exhibit A attached hereto as a part hereof (the "Property"):

The Property is conveyed subject to, and there are hereby excepted from the limited warranty covenants, the following:

- (1) Easement, conditions, covenants, encumbrances and other matters of record;
- (2) All legal highways;
- (3) Zoning and building statutes, ordinances, codes, rules and regulations; and
- (4) Taxes and assessments not yet due and payable.

TRANSFERRED
1992 JUL 31 AM 11:53
A. J. WAGNER
AUDITOR

Prior Instrument Reference: Deed Microfiche No. 90-0108 B04, Montgomery County, Ohio Records.

WITNESS the execution hereof this 28th day of July, 1992.

Signed and Acknowledged in the Presence of:

HURON OFFICE PRODUCTS, INC., a Michigan corporation

Dmy Elizabeth Mullin
(As to Both)

By: R. W. Lane
R. W. Lane
President

Carole L. King
(As to Both)

And: J. L. Hayman
J. L. Hayman
Secretary

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 28th day of July, 1992, by R. W. Lane, President and J. L. Hayman, Secretary of Huron Office Products, Inc., a Michigan corporation, on behalf of the corporation.

Mary Elizabeth Milburn
Notary Public

My Commission Expires:

April 8, 1993

MARY ELIZABETH MILBURN Notary Public
in and for the State of Ohio
My Commission Expires April 8, 1993

This Instrument Prepared By:
David L. Santez, Esq.
Registration No. 0010806
The Mead Corporation
Courthouse Plaza N.E.
Dayton, Ohio 45463

EJM:M655:pmc

VICKI D. PEGG 12.
RECORDER
92 JUL 31 AM 11:57
MONTGOMERY CO. OHIO
RECORDED

DEED 92-0447 C01

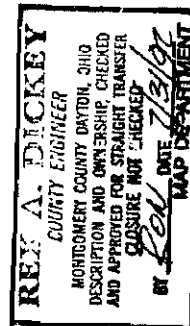
LEGAL DESCRIPTION
11.078 ACRES

LOCATED IN SECTION 12, TOWN 2, RANGE 5 M.R.S.,
MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO AND BEING PART
OF THAT LAND CONVEYED TO DONALD L. HUBER AS RECORDED IN
MICROFICHE #72-401C02 OF THE DEED RECORDS OF MONTGOMERY
COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MONUMENT IN THE CENTERLINE OF LYONS
ROAD AND THE CENTERLINE OF WASHINGTON CHURCH ROAD, SAID
MONUMENT BEING LOCATED NORTH 81°-41'-51" WEST FOR 15.06
FEET ALONG THE CENTERLINE OF SAID LYONS ROAD FROM THE
EAST LINE OF SAID SECTION 12 (MIAMI AND WASHINGTON
TOWNSHIP LINE); THENCE WITH THE CENTERLINE OF SAID
LYONS ROAD, NORTH 81°-41'-51" WEST FOR 591.16 FEET TO A
POINT; THENCE LEAVING SAID CENTERLINE, SOUTH
08°-18'-09" WEST FOR 47.00 FEET TO A POINT IN THE SOUTH
RIGHT-OF-WAY LINE OF SAID LYONS ROAD AND BEING THE TRUE
POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE
LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 03°-00'-00"
WEST FOR 432.95 TO THE NORTHWEST CORNER OF A 4.0558
ACRE PARCEL AS CONVEYED TO NANCY S. AND NESTER
FERNANDEZ AS RECORDED IN MICROFICHE #81-001D06; THENCE
WITH THE WEST LINE OF THE FERNANDEZ 4.0558 ACRE PARCEL
AND THE WEST LINE OF A 2.7227 ACRE PARCEL CONVEYED TO
NANCY S. AND NESTER FERNANDEZ AS RECORDED IN MICROFICHE
#81-001D06 AND THE WEST LINE OF LAND CONVEYED TO
HERBERT M. LOUIS, TRUSTEE AS RECORDED IN MICROFICHE
#85-001D12 SOUTH 03°-00'-00" WEST FOR 844.00 TO THE
SOUTHWEST CORNER OF SAID LOUIS LAND, SAID POINT ALSO
BEING IN THE NORTHERN BOUNDARY OF LAND CONVEYED TO THE
MEAD CORPORATION BY DEED RECORDED IN M.F. #87-0081D03
OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO; THENCE
WITH SAID NORTHERN BOUNDARY OF THE MEAD CORPORATION
LAND ALONG THE FOLLOWING FOUR (4) COURSES: NORTH
73°-02'-00" WEST FOR 89.95 FEET TO A POINT; THENCE
NORTH 67°-33'-35" WEST FOR 208.88 FEET TO A POINT;
THENCE NORTH 84°-00'-15" WEST FOR 150.53 FEET TO A
POINT; THENCE NORTH 77°-30'-30" WEST FOR 78.49 FEET TO

THE SOUTHEAST CORNER OF LAND CONVEYED TO THE MEAD
CORPORATION BY DEED RECORDED IN MICROFICHE #86-025D05
OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO; THENCE
WITH THE EAST LINE OF SAID MEAD CORPORATION LAND NORTH
03°-00'-00" EAST FOR 196.03 FEET TO THE SOUTHERN POINT
OF LAND CONVEYED TO MEAD LAND SERVICES AS RECORDED IN
MICROFICHE #86-362B06 OF THE DEED RECORDS OF MONTGOMERY
COUNTY, OHIO; THENCE WITH THE EAST LINE OF SAID MEAD
LAND SERVICES LAND, NORTH 08°-18'-09" EAST FOR 751.09
FEET TO A POINT IN SAID SOUTH RIGHT-OF-WAY LINE OF
LYONS ROAD; THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE,
SOUTH 81°-41'-51" EAST FOR 431.75 FEET TO THE TRUE
POINT OF BEGINNING. CONTAINING 11.078 ACRES MORE OR
LESS.

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



232680
021690

DEED 92-0447 C05

#9

4/17
80

Know All Men by These Presents:

That Eliza W. Ruhn, Unmarried

in consideration of One Dollar to her paid by The Dayton Power and Light Company, the receipt of which is hereby acknowledged, do as 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 70 acres, more or less, situate in SE 1/4 of Section 12, Town 2, Range 5 NRS., and being the same premises described in deeds recorded in Deed Book No. 304, page 23 and Deed Book No. 330, page 126 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 west property line (which is also the east line of a 58.05 acre tract) 18 feet south of the north property line (which is also the centerline of Lyons Road); thence eastwardly parallel to and 18 feet south of the aforesaid north property line, 1809 feet, more or less, to a point in the east property line (which is also the centerline of the Washington Church Road).

In the event either the Lyons Road or the Washington Church 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 outside of the road as widened or relocated.

ALL RIGHTS COVERED BY THIS GRANT HAS
BEEN RELEASED AND CONFORMS THEREWITH.

9-24-47 By RAUF E. SUDGER

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 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 and maintain or remove the same.

That said The Dayton Power and Light Company, its successors and assigns, shall hold the grantor, her, of heirs, executors, administrators, and assigns, 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.

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, (he said) Eliza M. Kuhn, Unmarried

this 24th day of Sept 19 47

Signed and acknowledged in the presence of:

J. Richard Young
J. Richard Young
Ralph D. Fiebigler
RALPH D. FIEBIGER

Eliza M. Kuhn
Eliza M. Kuhn

APPROVED LAW DEPARTMENT
William M. Matthews
William M. Matthews

STATE OF OHIO, COUNTY OF MONTGOMERY ss:

Be it remembered, that on this 24th day of Sept in the year of our Lord One Thousand Nine Hundred and Forty-seven, before me, the subscriber, a Notary Public in and for said County, personally came Eliza M. Kuhn

the grantor, in the foregoing instrument and acknowledged the signing thereof to be her 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.



Ralph D. Fiebigler
RALPH D. FIEBIGLER
Notary Public
My Commission Expires 10/1/49

File No. 14451
Transferred N/A
Received 10-16-47
Time 2:00 PM
Recorded 10-16-47
Fee \$ 1.20
COUNTY CLERK
Montgomery County Recorder

RIGHT OF WAY GRANT

FROM
Eliza M. Kuhn

TO
The Dayton Power and Light Company

NO TRANSFER NEEDED
JESSE MANN
COUNTY CLERK
OCT 16 1:57
County Auditor

State of Ohio, _____ County, ss:
Presented for Record on the _____ day of _____ at _____ o'clock _____ M.
Recorded _____ 19____, in _____ Page _____
County Recorder

Project No. 2758-46 - Fiebigler
Page No. 121

#16

BOOK 2304 PAGE 63

DISTRICT: Greater Moraine-Bevercreek
Montgomery County, Ohio

INST. No. 165
TRANS. N-N
REC'D. 1-5-68
TIME 8:52 A.M.
RECORDED 1-5-68
FEE \$ 111-75
CHARLES S. HECK
Montgomery County Recorder

REVISED EASEMENT DEED NO. 19

KNOW ALL MEN BY THESE PRESENT:

That The Winters National Bank and Trust Company, Agent

in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to them paid by the Board of County Commissioners of Montgomery County, Ohio, receipt of which is acknowledged, does hereby grant and release to said Board of County Commissioners of Montgomery County, Ohio, and their successors in office, forever, the right, privilege and easement to construct, maintain, tap into and repair the stated utility, a sanitary sewer

~~and/or easement~~ through the following described real estate:

Located in Section 12, Town 2, Range 5 MRS., Miami Township, Montgomery County, State of Ohio, and being a permanent easement for the construction, operation, and maintenance of a sanitary sewer; said permanent easement being twelve and 00/100 (12.00) feet wide, six and 00/100 (6.00) feet on each side of a centerline described as follows: beginning at a point on the east line of a forty-seven and 50/100 (47.50) acre tract of land conveyed to The Winters National Bank and Trust Company, Agent, by deed recorded in Book 1906, Page 240, in the Deed Records of Montgomery County, Ohio; said point being eight and 00/100 (8.00) feet southwardly from the southeast corner of a one and 50/100 (1.50) acre tract of land conveyed to Wilson O. Adams by deed recorded in Book 2212, Page 431, in the Deed Records of Montgomery County, Ohio; thence westwardly parallel with and eight and 00/100 (8.00) feet southwardly from the south line of said Adams land and with its westward extension for three hundred fifty and 00/100 (350.00) feet; thence northwestwardly with a deflection to the right of sixteen degrees no minutes (16° 00') for three hundred and 00/100 (300.00) feet; thence northwestwardly with a deflection to the right of four degrees no minutes (4° 00') for six hundred and 00/100 (600.00) feet; thence southwestwardly with a deflection to the left of forty-four degrees no minutes (44° 00') for three hundred and 00/100 (300.00) feet; thence southwestwardly with a deflection to the left of eighteen degrees thirty minutes (18° 30') for two hundred eighty and 00/100 (280.00) feet; thence northwestwardly with a deflection to the right of four degrees thirty minutes (4° 30') for one hundred forty-one (141) feet, more or less, to a point on the west line of said Winters National Bank and Trust Company land; said point being one thousand four hundred forty-five (1,445) feet southwardly from the northwest corner of said Winters National Bank and Trust Company land and the centerline of Lyons Road.

Also a temporary easement for the construction of a sanitary sewer; said temporary easement being fifty and 00/100 (50.00) feet wide, being eight and 00/100 (8.00) feet north of and forty-two and 00/100 (42.00) feet south of the above described centerline for the first course and being twenty-five and 00/100 (25.00) feet on each side of the above-described centerline for the other courses; said temporary easement to remain in full force until such time as the sanitary sewer constructed therein has been accepted by the Board of County Commissioners, Montgomery County, Ohio.

Said property now is owned by The Winters National Bank and Trust Company, Agent
By deed recorded in Book 1906, Page 240.

Said grantees are to have the right and privilege of entering upon the above described premises through themselves, employees and contractors to construct, maintain, tap into and repair the sanitary sewer ~~and to excavate there~~ along the line above set forth.

As further consideration for this easement, grantees agree to restore the said premises to its original condition, as near as possible, after construction, repair or replacement of said sanitary sewer ~~and to excavate there~~.

The Grantor shall have full right to use the land within the 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.

IN WITNESS WHEREOF, the said Winters National Bank & Trust Company, Agent

hereunto subscribed its name on this 29th day of September, 1967.

Executed in the presence of us:

THE WINTERS NATIONAL BANK & TRUST CO.
R. L. APPLE
Real Estate Officer

L. Douglas Kneisly (1) & (2)

(1) R. L. Apple

SIGNED SUBJECT TO ATTACHED ADDENDUM
HOWARD W. NEILSON
Vice President

Paul J. Flischer (1) & (2)

(2) Howard W. Neilson

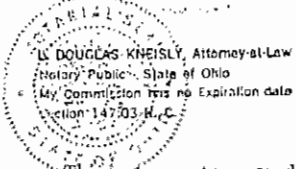
STATE OF OHIO) SS:

Before me, the undersigned, a Notary Public in and for the State of Ohio.

Montgomery County, personally appeared The Winters National Bank & Trust Company, Agent

the grantor in the foregoing easement deed, and acknowledged the execution thereof to be its free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on this 29th day of September, 1967.



L. Douglas Kneisly
Notary Public in and for the State of Ohio

This instrument prepared by:

Lee C. Fulke, Prosecuting Attorney

by Paul J. Flischer

BOOK 2394 PAGE 65

Addendum to Easement Deed No. 14 & 19 Between
The Winters National Bank & Trust Co., and The
Board of County Commissioners of Montgomery
County, Ohio

Whereas the Greater Moraine, Beavercreek, Montgomery County sewer district desires to procure easements through property owned by The Winters National Bank & Trust Co., Agent, situated in Montgomery County, Ohio, at Washington Church Road and Lyons Road, for the purpose of installing a trunk sewer main.

Whereas it is the desire of The Winters National Bank & Trust Co., Agent, to grant these easements with the understanding of the following conditions:

1. That said property owned by The Winters National Bank & Trust Co., Agent, shall be allowed to tie into the trunk sewer main for a tap-in fee of \$260.00 per acre. It is understood that the \$260.00 per acre fee shall be the only charge, fee, or expense to The Winters National Bank & Trust Co., Agent, for the utilization of the trunk sewer. The \$260.00 per acre fee shall be charged only on those acres that are utilized for development. Specifically excluded are road rights of way, both public and private, drainage rights of way, dedicated and non dedicated, and swamp areas (until used).

It is further understood that the \$260.00 per acre fee shall be non interest bearing until due. The \$260.00 fee shall become due for each particular acre at the time a tap-in is made to the trunk sewer to serve that particular acre. Payment of the \$260.00 per acre fee shall be neither a requirement for recording of any plats nor a requirement in bonding cost estimates. It is further understood that only the acreage immediately served by that portion of the sewer line to be tapped into the trunk main shall be assessed a tap-in fee at that time. It is agreed that the property may be developed in several sections and that portions of the property for which plats have been recorded but for which no sewer has been installed will not be required to pay the \$260.00 per acre fee until the sewer lines are actually installed.

2. In addition to the \$260.00 per acre fee for property improved, a \$400.00 tap-in fee shall be applicable to those areas where units may be tied directly into the trunk sewer line. It is understood that the \$400.00 tap-in charge will be calculated for each tap-in at the sewer main and shall not be a \$400.00 charge per unit used. It is further understood that \$400.00 tap-in charge will be due until the actual installation of the sewer tap-in and will neither be due at the time of recording nor included in bonding cost estimates.

BOOK 2394 PAGE 66

The tap-in charge shall be non interest bearing until due. It is further understood that sewer lines 8" and over which are designed to serve several structures and which tie into the main trunk lines shall not be required to pay the \$400.00 tap-in charge. For instance, a sewer line of 8" or over installed along a road to serve many users would not be required to pay the \$400.00 tap-in charge.

3. In areas where large trees must be removed for the installation of the sewer line and construction work, such trees will be replaced by and at the cost of the County with similar species or a species approved by The Winters National Bank & Trust Co., Agent, of no less than 2" in diameter. The trees will be guaranteed for a one year period.
4. The Board of County Commissioners of Montgomery County agrees to provide three weeks written notice to The Winters National Bank & Trust Co., Agent, before entering the property in order to allow the owner sufficient time to remove sod growing in the easement right of way. If the owner elects not to remove the sod, the County will reimburse the owner at the rate of \$500.00 per acre for sod damage. Any sod not within the easement right of way which is damaged during the construction period also will be reimbursed at the same rate. The County agrees to backfill properly all excavations so as to prevent settlement. Should settlement occur and render sod unusable, the County will reimburse the owner at the rate of \$500.00 per acre and properly regrade the settlement area so that seed can be replanted for the raising of a crop of sod.
5. The Board of County Commissioners agrees to allow sanitary sewers to be installed on said property at a minimum grade of .3% where necessary. At this time there exists no accurate topographical survey of said property and it is presumed that basements will be installed on the property. The Board agrees to the usage of .3% grade where necessary to assure the usage of all said property.
6. A discrepancy exists concerning the eastern most property line as to the actual location of existing Washington Church Road. This contract agreement presumes that Washington Church Road exists entirely on property owned by The Winters National Bank & Trust Co., Agent. Consequently, a 45' easement has been granted. Should further surveys reveal that the property line exists at the center of Washington Church Road, it is agreed that the easements herein granted shall be resurveyed and rewritten as to the width of said easements.
7. It is understood that a house exists known as the Good Farm House along the sewer line to be installed on Washington Church Road. The County hereby agrees to install at no cost to The Winters National Bank & Trust Co., Agent, a tea for usage by the existing farm house. The Winters National Bank & Trust Co., Agent, will pay a \$400.00 fee when the tap-in is used.
8. It is understood that public water facilities will be made available in the near future to this general area. The Board of County Commissioners agreed to engineer and install water lines in such a manner to provide usage to the property owned by The Winters National Bank & Trust Co., Agent. Acreage fees, tap-in fees, and other fees or expenses charged to The Winters National Bank & Trust Co., Agent, in connection with such water lines shall be the same as those charged to other users in the district.

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COURT OF COMMON PLEAS
MONTGOMERY COUNTY, OHIO

Richard D. Jackson
Director of Transportation
State of Ohio
25 South Front Street
Columbus, Ohio 43215

Plaintiff,

- vs -

Donald L. Huber
4020 Lake Village Center, Newfield,
Trotwood, Ohio 45426

First National Bank
1 First National Plaza
Dayton, Ohio 45402

Ohio Bell Telephone
369 West First Street
Dayton, Ohio 45402

Treasurer of Montgomery County, Ohio
Dayton, Ohio 45402

Auditor of Montgomery County, Ohio
Dayton, Ohio 45402

Dayton Power and Light Company
25 North Main Street
Dayton, Ohio 45402

RECORDED
JAN 22 12 21 PM '78
COURT OF COMMON PLEAS

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26-4-109,110
Miami

Case No. 76-334

JUDGMENT ENTRY
OF SETTLEMENT

JAN 24 1978

RECORDED
JAN 24 1978

MONTGOMERY CO., OHIO
RECORDED

JAN 24 78 2 1051# *****00

JOE D. PEGG
RECORDER

JAN 24 11 00 AM '78

MONTGOMERY CO., OHIO
RECORDED

(15 DUE)

It appears to the Court that the owners of the property appropriated in this action have agreed with the Director of Transportation of the State of Ohio, upon the amount of compensation and damages due said owners by reason of said appropriation and have agreed to accept and withdraw the amount of SIXTY THOUSAND AND 00/100 (\$60,000.00) DOLLARS, including interest, in full payment thereof and do hereby release all claims for further compensation, or for interest on the above amount, resulting from the construction and improvement of Interstate Route No. 675, Section 0.00, Montgomery County, Ohio, and Interstate Route No. 675, Section 0.00, Greene County, Ohio, which highway has been declared a limited access highway or freeway, said action being recorded on March 22, 1967, in Volume 52, Page 214, of the Journal of the Director of Transportation.

In conformity with said agreement, it is hereby ORDERED, ADJUDGED and DECREED that the said Director of Transportation shall deposit with the Clerk of this court, a sum sufficient to wit: THIRTY-FIVE THOUSAND NINE HUNDRED AND 00/100 (\$35,900.00) DOLLARS, which when added to the original deposit of THIRTY THOUSAND ONE HUNDRED AND 00/100 (\$30,100.00) DOLLARS,

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equals the total amount of the agreed settlement of SIXTY THOUSAND AND 00/100 (\$60,000.00) DOLLARS, which shall be paid to the landowners herein-after named as their interest may appear in an order of distribution made by the court.

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest in fee simple, as described in the Petition filed herein as PARCEL NO. 235-WD (HIGHWAY) ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY; PARCEL NO. 235-WD-1 (HIGHWAY) ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY; PARCEL NO. 235-SL-1 (SLOPE) AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED; PARCEL NO. 235-SL-2 (SLOPE) AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED; PARCEL NO. 235-SL-3 (SLOPE) AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED; PARCEL NO. 235-X-1 (CHANNEL) THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL; PARCEL NO. 235-X-2 (CHANNEL) THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL; PARCEL NO. 235-X-3 (CHANNEL) THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL; PARCEL NO. 235-T-1 (TEMPORARY) A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED; PARCEL NO. 235-T-2 (TEMPORARY) A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED; PARCEL NO. 235-T-3 (TEMPORARY) A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED; PARCEL NO. 235-X-4 (CHANNEL) THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL, the same being located in Town 2, Range 5, Section 12, Miami Township, Montgomery County, Ohio, and being more fully described as follows:

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26-4-109
Miami

DESCRIPTION OF EACH PARCEL OF LAND AND ESTATE,
INTEREST OR RIGHT THEREIN APPROPRIATED

11.1 5

The following parcels, located in Town 2, Range 5, Section 12, Miami Township, Montgomery County, Ohio, and being more fully described as follows:

PARCEL NO. 235-WD (HIGHWAY)
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING
LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1798.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2734.41 feet to the real place of beginning for the land herein described, being 71.81 feet right of the proposed Lyons Road centerline survey Station 29 plus 19.49; thence continuing along said property line North 5 degrees 20 minutes 26 seconds East, for a distance of 72.21 feet to the owners' northwesterly property corner in the existing centerline of Lyons Road; thence along said centerline, being also the owners' northerly property line South 79 degrees 08 minutes 42 seconds East, for a distance of 262.45 feet to a point in the proposed easterly right of way line of Lyons Road; thence South 10 degrees 21 minutes 18 seconds West, along said right of way line for a distance of 30.06 feet to a point at the easterly end of the proposed southerly right of way line of Lyons Road, said point being 30.00 feet right of the proposed Lyons Road centerline survey Station 31 plus 75; thence North 88 degrees 26 minutes 18 seconds West, along said proposed southerly right of way line for a distance of 258.91 feet to the place of beginning, containing 0.305 of an acre, more or less, inclusive of the present road which occupies 0.081 of an acre, more or less.

The owners reserve the right of ingress and egress to and from any residual area.

Owners claim title by instrument of record in Micro Fichu No. 72401C02, Montgomery County Recorder's Office.

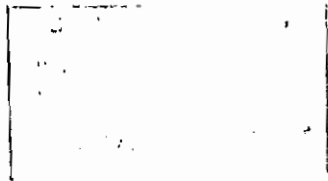
The description for this parcel is based on a centerline survey made by A. M. Finney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

PARCEL NO. 235-WD-1 (HIGHWAY)
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING
LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY

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26-4-110
Miami

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1798.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2564.37 feet to the real place of beginning, being in the proposed southeasterly right of way line of the proposed Service Road, 30.89 feet left of Station 5 plus 26.89 of the centerline survey of said Service Road; thence continuing along said property line North 3 degrees 20 minutes 26 seconds East, for a distance of 76.73 feet to the proposed northwesterly right of way line of said Service Road; thence along said proposed right of way line the following six (6) courses and distances: North 85 degrees 27 minutes 31 seconds East, for a



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distance of 4.87 feet to a point being 45.00 feet right of and radially from Station 5 plus 05.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 5 plus 05.00, South 8 degrees 45 minutes 15 seconds East, for a distance of 15.00 feet to a point; thence along the arc of a curve to the left, parallel to the centerline of said Service Road and having a radius of 320.00 feet for a distance of 393.23 feet, the chord of said arc bears North 46 degrees 03 minutes 04 seconds East, for a distance of 368.88 feet to a point; thence North 26 degrees 42 minutes 49 seconds West, for a distance of 49.44 feet to the proposed southerly right of way line of Lyons Road; thence along said proposed right of way line South 88 degrees 26 minutes 16 seconds East, for a distance of 55.61 feet to a point; thence North 10 degrees 51 minutes 18 seconds East, for a distance of 30.06 feet to the existing centerline of Lyons Road and the owners' northerly property line; thence along said centerline and property line South 79 degrees 08 minutes 42 seconds East, for a distance of 125.00 feet to a point, said point being centerline survey Station 33 plus 00 of Lyons Road; thence South 10 degrees 51 minutes 18 seconds West, 45.00 feet to a point being 45.00 feet right of centerline survey Station 33 plus 00 Lyons Road; thence along the easterly right of way line of the proposed Service Road, South 77 degrees 39 minutes 23 seconds West, 76.15 feet to a point being 30.00 feet left of point of curvature Station 0 plus 75 Service Road; thence along the easterly right of way line of the Service Road on a curve to the right parallel to the centerline of said Service Road having a radius of 380.00 feet for a distance of 428.86 feet, the chord bears South 43 degrees 11 minutes 11 seconds West, for a distance of 406.46 feet to a point, being 30.00 feet radially left of centerline survey Station 4 plus 70.00 of the centerline of said Service Road; thence South 14 degrees 29 minutes 00 seconds East, 15.00 feet to a point; thence South 77 degrees 33 minutes 47 seconds West, 28.21 feet to a point, said point being 45.00 feet radially left of centerline survey Station 4 plus 95.00 of said Service Road; thence along a line radial to said centerline 4 plus 95.00, North 10 degrees 23 minutes 27 seconds West, 15.00 feet to a point; thence along the arc of a curve to the right parallel to the centerline of said Service Road, having a radius of 380.00 feet for a distance of 32.16 feet, the chord bears South 82 degrees 02 minutes 01 second West, 32.15 feet to a point; thence tangent to the last described curve and parallel to the centerline of said Service Road, South 84 degrees 27 minutes 29 seconds West, 2.28 feet to the real place of beginning, containing 0.858 of an acre, more or less, inclusive of the present road which occupies 0.047 of an acre, more or less.

The owners reserve the right of ingress and egress to and from any residual area.

Owners claim title by instrument of record in Micro Fiche No. 72401C02, Montgomery County Recorder's Office.

The description of this parcel is based on a centerline survey made by A. M. Kinney & Associates, under the direction of A. J. Wall, Registered Surveyor No. 434.

PARCEL NO. 235 S-1-1 (GROUP)

AN INSTRUMENT FOR THE CONVEYANCE AND MAINTENANCE OF STORM, ICE, WIND AND OVER THE LANDS HEREIN DESCRIBED, BEING SUCH AS THE OWNERS DESIRE TO REMOVE SAID STORM, ICE, WIND, AND OVER, IS THE CANCELLATION OF SAID GROUP OF PARCELS BY LOCATION OF THE HIGHWAY IN THE AREA.

Beginning at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, South 82 degrees 25 minutes 18 seconds West, for a distance of 100.82 feet to the corner of the southerly westerly line of said Section 12; thence along the southerly westerly line of said

North 5 degrees 20 minutes 26 seconds East, for a distance of 2806.62 feet (deed) to the owners' northwesterly property corner in the existing centerline of Lyons Road; thence along said centerline, being also the owners' northerly property line South 79 degrees 03 minutes 42 seconds East, for a distance of 262.45 feet to a point; thence along the proposed northwesterly right of way line of the proposed Service Road the following three (3) courses and distances: South 10 degrees 51 minutes 18 seconds West, for a distance of 30.06 feet to a point; thence North 08 degrees 26 minutes 18 seconds West, for a distance of 35.61 feet to a point; thence South 26 degrees 42 minutes 49 seconds East, for a distance of 33.04 feet to the real place of beginning for the land herein described; thence continuing along said proposed right of way line the following three (3) courses and distances: South 26 degrees 42 minutes 49 seconds East, for a distance of 16.40 feet to a point; thence along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 320.00 feet for a distance of 393.14 feet, the chord of said arc bears South 46 degrees 03 minutes 04 seconds West, for a distance of 368.88 feet to a point being 30.00 feet right of and radially from Station 5 plus 05.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 5 plus 05.00, North 8 degrees 45 minutes 15 seconds West, for a distance of 10.00 feet; thence along the proposed northwesterly slope easement line, along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 310.00 feet for a distance of 380.86 feet, the chord of said arc bears North 46 degrees 03 minutes 04 seconds East, for a distance of 357.35 feet to a point; thence continuing along said slope easement line parallel to said centerline and tangent to the aforesaid curve North 10 degrees 51 minutes 18 seconds East, for a distance of 13.00 feet to the real place of beginning, containing 0.090 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. M. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72401C02, Montgomery County Recorder's Office.

PARCEL NO. 235-SI-2 (SLOPE)

AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED.

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 02 degrees 25 minutes 18 seconds West, for a distance of 1798.02 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2806.62 feet (deed) to the owners' northwesterly property corner in the existing centerline of Lyons Road; thence along said centerline, being also the owners' northerly property line South 79 degrees 03 minutes 42 seconds East, for a distance of 262.45 feet to a point in the proposed easterly right of way line of the proposed Service Road; thence along said right of way line the following two (2) courses and distances: South 10 degrees 51 minutes 18 seconds West, for a distance of 45.00 feet to a point; thence South 77 degrees 39 minutes 23 seconds West, for a distance of 65.78 feet to the real place of beginning for the land herein described; thence along the proposed easterly slope easement line the following two (2) courses and distances: along a line parallel to the centerline of said Service Road South 10 degrees 51 minutes 18 seconds West, for a distance of 4.79 feet to a point; thence along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 300.00 feet for a

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distance of 440.14 feet, the chord of said arc bears South 43 degrees 11 minutes 11 seconds West, for a distance of 417.15 feet to a point in the proposed southeasterly right of way line of said Service Road, being 40.00 feet left of and radially from Station 4 plus 70.00 of the centerline survey of said Service Road; thence along said right of way line the following three (3) courses and distances; along a line radial to said centerline Station 4 plus 70.00, North 14 degrees 29 minutes 00 seconds West, for a distance of 10.00 feet to a point; thence along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 380.00 feet for a distance of 428.85 feet, the chord of said arc bears North 43 degrees 11 minutes 11 seconds East, for a distance of 405.46 feet to a point; thence North 77 degrees 39 minutes 23 seconds East, for a distance of 10.88 feet to the real place of beginning, containing 0.100 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. M. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72401C02, Montgomery County Recorder's Office.

PARCEL NO. 235-5L-3 (SLOPE)

AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED.

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1790.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2354.19 feet to the real place of beginning for the land herein described, being a point in the proposed southeasterly slope easement line 40.00 feet left of Station 5 plus 28.83 of the centerline survey of the proposed Service Road; thence continuing along said property line North 5 degrees 20 minutes 26 seconds East, for a distance of 10.18 feet to the proposed southeasterly right of way line of said Service Road; thence along said right of way line the following three (3) courses and distances: North 84 degrees 27 minutes 29 seconds East, parallel to the centerline of said Service Road for a distance of 2.28 feet to a point; thence along the arc of a curve to the left parallel to the centerline of said Service Road, tangent to the aforesaid course and having a radius of 380.00 feet for a distance of 32.16 feet, the chord of said arc bears North 82 degrees 02 minutes 01 second East, for a distance of 32.15 feet to a point being 30.00 feet left of and radially from Station 4 plus 95.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 4 plus 95.00, South 10 degrees 23 minutes 27 seconds East, for a distance of 10.00 feet to a point; thence along the proposed southerly slope easement line the following two (2) courses and distances: along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 390.00 feet for a distance of 33.01 feet the chord of said arc bears South 82 degrees 02 minutes 01 second West, for a distance of 33.00 feet to a point; thence along a line parallel to said centerline and tangent to the aforesaid curve South 84 degrees 27 minutes 29 seconds West, for a distance of 4.19 feet to the real place of beginning, containing 0.0008 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. M. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72411C12, Montgomery County Recorder's Office.

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PARCEL NO. 235-X-1 (CHANNEL)
THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 13 seconds West, for a distance of 1798.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2441.15 feet to the real place of beginning for the land herein described, said point being 45.15 feet right of and radially from Station 5 plus 10.58 of the centerline survey of the proposed Service Road and being in the proposed northerly right of way line of said Service Road; thence continuing along said property line North 5 degrees 20 minutes 26 seconds East, for a distance of 26.91 feet to the proposed northerly channel easement line; thence along said easement line the following two (2) courses and distances: South 67 degrees 40 minutes 27 seconds East, for a distance of 27.77 feet to a point 55.00 feet right of and radially from Station 4 plus 75.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 4 plus 75.00, South 15 degrees 39 minutes 54 seconds East, for a distance of 15.00 feet to a point in the proposed slope easement line; thence along said slope easement line, along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 320.00 feet for a distance of 26.57 feet, the chord of said arc bears South 78 degrees 47 minutes 26 seconds West, for a distance of 26.56 feet to a point in the proposed northerly right of way line of said Service Road, being 46.00 feet right of and radially from Station 5 plus 05.00 of the centerline survey of said Service Road; thence along said right of way line the following two (2) courses and distances: along a line radial to said centerline Station 5 plus 05.00, North 8 degrees 45 minutes 15 seconds West, for a distance of 5.00 feet to a point; thence South 85 degrees 27 minutes 31 seconds West, for a distance of 4.87 feet to the real place of beginning, containing 0.015 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. M. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 73401C02, Montgomery County Recorder's Office.

PARCEL NO. 235-X-2 (CHANNEL)
THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 13 seconds West, for a distance of 1798.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2339.35 feet to the real place of beginning for the land herein described, said point being in the proposed channel easement line 41.00 feet left of Station 5 plus 10.58 of the centerline survey of the proposed Service Road; thence continuing along said property line North 5 degrees 20 minutes 26 seconds East, for a distance of 26.91 feet to the proposed northerly channel easement line; thence along said easement line the following two (2) courses and distances: South 67 degrees 40 minutes 27 seconds East, for a distance of 27.77 feet to a point 55.00 feet right of and radially from Station 4 plus 75.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 4 plus 75.00, South 15 degrees 39 minutes 54 seconds East, for a distance of 15.00 feet to a point in the proposed slope easement line; thence along the arc of a curve to the right parallel to the centerline of said Service Road, having a radius of 320.00 feet for a distance of 26.57 feet, the chord of said arc bears South 78 degrees 47 minutes 26 seconds West, for a distance of 26.56 feet to a point in the proposed northerly right of way line of said Service Road, being 46.00 feet right of and radially from Station 5 plus 05.00 of the centerline survey of said Service Road; thence along said right of way line the following two (2) courses and distances: along a line radial to said centerline Station 5 plus 05.00, North 8 degrees 45 minutes 15 seconds West, for a distance of 5.00 feet to a point; thence South 85 degrees 27 minutes 31 seconds West, for a distance of 4.87 feet to the real place of beginning, containing 0.015 of an acre, more or less.

feet for a distance of 35.00 feet, the chord of said arc bears North 82 degrees 02 minutes 21 seconds East, for a distance of 33.00 feet to a point in the proposed right of way line of said Service Road, being 40.00 feet left of and radially from Station 4 plus 95.00 of the centerline survey of said Service Road; thence along said right of way line the following three (3) courses and distances: along a line radial to said centerline Station 4 plus 95.00, South 10 degrees 23 minutes 27 seconds East, for a distance of 5.00 feet to a point; thence North 77 degrees 33 minutes 47 seconds East, for a distance of 23.21 feet to a point, being 45.00 feet left of and radially from Station 4 plus 70.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 4 plus 70.00, North 14 degrees 29 minutes 00 seconds West, for a distance of 5.00 feet to a point in a proposed slope easement line; thence along said slope easement line, along the arc of a curve to the left parallel to said centerline and having a radius of 399.00 for a distance of 273.00 feet, the chord of said arc bears North 55 degrees 27 minutes 59 seconds East, for a distance of 267.46 feet to a point in the proposed channel easement line, being 40.00 feet left of and radially from Station 2 plus 25.00 of the centerline survey of said Service Road; thence along said proposed channel easement line the following six (6) courses and distances; along a line radial to said centerline Station 2 plus 25.00, South 54 degrees 35 minutes 23 seconds East, for a distance of 15.00 feet to a point; thence South 23 degrees 10 minutes 35 seconds West, for a distance of 94.64 feet to a point; thence South 54 degrees 04 minutes 12 seconds West, for a distance of 190.28 feet to a point; thence North 70 degrees 56 minutes 51 seconds West, for a distance of 75.80 feet to a point, being 65.00 feet left of and radially from Station 5 plus 00.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 5 plus 00.00, North 9 degrees 34 minutes 20 seconds West, for a distance of 19.00 feet to a point; thence North 84 degrees 18 minutes 57 seconds West, for a distance of 35.37 feet to the real piece of beginning, containing 0.319 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. M. Kinney & Associates, under the direction of A. L. Wall, Registered Surveyor No. 424.

Share claim title by instrument of record in Micro fiche No. 72401C02, Montgomery County Recorder's Office.

PARCEL NO. 235 X-5 (GUMMELL)
THE DEED TO CONFIRM AND MAINTAIN A CHANNEL

Beginning at the southeasterly corner of said Section 12; thence along the southern line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1,994.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2806.62 feet (deed) to the owners' northwesterly property corner in the existing centerline of the road; thence along said centerline, being also the owners' northwesterly property corner, North 59 degrees 20 minutes 12 seconds East, for a distance of 300.00 feet to a point; thence along the proposed northwesterly right of way line to the proposed channel, being also the owners' northwesterly property corner, North 59 degrees 20 minutes 12 seconds East, for a distance of 300.00 feet to a point; thence along a proposed slope easement line to the real piece of beginning, being also the owners' northwesterly property corner, North 84 degrees 18 minutes 57 seconds West, for a distance of 35.37 feet to the real piece of beginning, containing 0.319 of an acre, more or less.

continuing along said slope easement line along the arc of a curve to the right, parallel to the centerline of said Service Road and having a radius of 310.00 feet for a distance of 172.72 feet, the chord of said arc bears South 26 degrees 48 minutes 58 seconds West, for a distance of 170.49 feet to a point, being 40.00 feet right of and radially from Station 2 plus 70.00 of the centerline survey of said Service Road; thence along the proposed northwesterly channel easement line the following three (3) courses and distances: thence along a line radial to said centerline Station 2 plus 70.00, North 47 degrees 13 minutes 23 seconds West, for a distance of 10.00 feet; thence along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 300.00 feet for a distance of 167.14 feet, the chord of said arc bears North 26 degrees 48 minutes 58 seconds East, for a distance of 164.99 feet to a point; thence North 49 degrees 08 minutes 43 seconds West, for a distance of 65.65 feet to the proposed southerly right of way line of Lyons Road; thence along said right of way line South 88 degrees 26 minutes 18 seconds East, for a distance of 45.58 feet to the real place of beginning, containing 0.068 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. M. Kinsey & Associates, under the direction of A. H. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 7240162, Montgomery County Recorder's Office.

PARCEL NO. 255-7-1 (TEMPORARY)
A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West for a distance of 1798.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line, North 5 degrees 29 minutes 26 seconds East for a distance of 2467.16 feet to a proposed channel easement line being 70.41 feet right of and radially from Station 5 plus 05.16 of the centerline survey of the proposed Service Road; thence along said channel easement line South 67 degrees 40 minutes 27 seconds East for a distance of 27.77 feet to the real place of beginning for the land herein described, being 55.00 feet right of and radially from Station 1 plus 75.00 of the centerline survey of said Service Road; thence along the proposed northwesterly temporary easement line along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 275.00 feet for a distance of 537.14 feet, the chord of said arc bears North 43 degrees 35 minutes 44 seconds East for a distance of 319.00 feet to a point; thence continuing along said easement line, tangent to the aforementioned curve and parallel to said Service Road centerline, North 10 degrees 51 minutes 18 seconds East for a distance of 2.89 feet to a point in a proposed channel easement line; thence continuing along said channel easement line the following three (3) courses and distances: thence North 29 degrees 08 minutes 42 seconds East for a distance of 5.77 feet to a point; thence along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 300.00 feet for a distance of 26.41 feet, the chord of said arc bears South 26 degrees 48 minutes 58 seconds West for a distance of 167.14 feet to a point being 50.00 feet right of and radially from Station 2 plus 70.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 2 plus 70.00, North 47 degrees 13 minutes 23 seconds East for a distance of 10.00 feet to a point in a proposed slope easement line; thence along said slope easement line along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 300.00 feet for a distance of 167.14 feet, the chord of said arc bears North 26 degrees 48 minutes 58 seconds East, for a distance of 164.99 feet to a point in a proposed slope easement line; thence along said slope easement line along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 300.00 feet for a distance of 167.14 feet, the chord of said arc bears North 26 degrees 48 minutes 58 seconds East, for a distance of 164.99 feet to a point in a proposed slope easement line; thence along said slope easement line along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 300.00 feet for a distance of 167.14 feet, the chord of said arc bears North 26 degrees 48 minutes 58 seconds East, for a distance of 164.99 feet to a point in a proposed slope easement line.

Station 4 plus 75.00 of the centerline survey of said Service Road; thence along said proposed easement line, said line being radial to said centerline Station 4 plus 75.00, North 13 degrees 39 minutes 54 seconds West for a distance of 15.39 feet to the real place of beginning, containing 0.080 of an acre, more or less.

The description for this parcel is based on a centerline survey by A. M. Kinney and Associates under the direction of A. E. Wall, Registered Surveyor No. 424.

PARCEL NO. 235-T-2 (TEMPORARY)
A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West for a distance of 1798.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line, North 5 degrees 20 minutes 26 seconds East for a distance of 2806.62 feet (deed) to the owners' northwesterly property corner in the existing centerline of Lyons Road; thence along said centerline being also the owners' northerly property line, South 79 degrees 08 minutes 42 seconds East, for a distance of 387.45 feet to a point in the proposed easterly right of way line of the Service Road; thence along said right of way line the following two (2) courses and distances: South 10 degrees 51 minutes 18 seconds West for a distance of 45.00 feet to a point; thence South 77 degrees 39 minutes 23 seconds West for a distance of 48.96 feet to the real point of beginning for the land herein described; thence along the proposed easterly temporary easement line the following two (2) courses and distances; thence parallel to the centerline of said Service Road, South 10 degrees 51 minutes 18 seconds West for a distance of 10.72 feet to a point, thence along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 405.00 feet for a distance of 173.57 feet, the chord of said arc bears South 23 degrees 07 minutes 58 seconds West for a distance of 172.25 feet to a point being 55.00 feet left of and radially from Station 2 plus 25.00 of the centerline survey of said Service Road, said point also being in a proposed channel easement line; thence along said channel easement line radial to said centerline Station 2 plus 25.00 North 54 degrees 35 minutes 23 seconds West for a distance of 15.00 feet to a point in a proposed slope easement line; thence along said easement line, along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 390.00 feet for a distance of 167.14 feet, the chord of said arc bears North 23 degrees 07 minutes 58 seconds East for a distance of 165.87 feet to a point; thence continuing along said easement line parallel to the centerline of said Service Road and tangent to the aforesaid curve North 10 degrees 51 minutes 18 seconds East for a distance of 4.29 feet to a point in the proposed easterly right of way line of said Service Road; thence along said right of way line North 77 degrees 39 minutes 23 seconds East for a distance of 16.32 feet to the real place of beginning, containing 0.061 of an acre, more or less.

The description for this parcel is based on a centerline survey by A. M. Kinney and Associates under the direction of A. E. Wall, Registered Surveyor No. 424.

PARCEL NO. 235-T-3 (TEMPORARY)
A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12; North 82 degrees 25 minutes 18 seconds West for a distance of 1798.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line, North

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be and the same is duly vested in the State of Ohio, free and clear of all claims of the owners of said land and any person or persons having an interest therein to-wit:

<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
Donald L. Huber	4020 Lake Village Center, Newfield Trotwood, Ohio 45246
First National Bank	1 First National Plaza Dayton, Ohio 45402
Ohio Bell Telephone	369 West First Street Dayton, Ohio 45402
Treasurer of Montgomery County, Ohio	Dayton, Ohio 45402
Auditor of Montgomery County, Ohio	Dayton, Ohio 45402
The Dayton Power and Light Company	Courthouse Plaza Southwest Dayton, Ohio 45402

It is further ORDERED that should it not be necessary for Plaintiff to appropriate or in any way affect the earlier right of way and easement of Defendant, The Dayton Power and Light Company, in order to construct the facilities of Plaintiff, then the within appropriation is subject to said prior right of way and easement subject, however, to the superior rights of the Department of Transportation to fully maintain their highway at any future date; and should it be necessary for the Defendant, The Dayton Power and Light Company, to relocate its facilities as a result of said appropriation by Plaintiff, said Defendant shall be reimbursed by Plaintiff for its reasonable relocation costs pursuant to Utility Agreement No. 1009 dated April 25, 1973 currently in existence between Plaintiff and Defendant, The Dayton Power and Light Company.

It is further ORDERED that a certified copy of this Entry be transmitted to the County Auditor for the purpose of making proper notations relative to transfer of title, if any, and changes of tax valuation and liability therefore, if any, that the County Auditor transmit same to County Recorder for recording in the Deed Records of this County; that the landowners pay from this deposit any taxes required to be paid pursuant to law; and that the Director of Transportation of the State of Ohio pay all court costs herein accrued, and that a record be made of these proceedings according to law.


JUDGE

78 031B03

WILLIAM J. BROWN
ATTORNEY GENERAL
STATE OF OHIO

William J. Brown
DONALD J. GUSTAF
Assistant Attorney General
Chief, Transportation Section

Edward J. Donnellon
EDWARD J. DONNELLON
Assistant Attorney General

John Peteold
JOHN PETEOLD
Attorney for Defendant, Donald L. Huber

James R. Mack
JAMES R. MACK
Attorney for Defendant
The Dayton Power and Light Company

Robert M. Dellman
CHRIS R. VAN SCHAIC
Assistant Prosecuting Attorney
Attorney for Defendants
Auditor of Montgomery County
and Treasurer of Montgomery County, Ohio

I hereby certify this to be a true
and correct copy.
Witness my hand and seal this 11th
day of *January* 19*68*.
L. J. [Signature]
Court of [Signature], Ohio
By [Signature]

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#11

COURT OF COMMON PLEAS
MONTGOMERY COUNTY, OHIO

Richard D. Jackson
Director of Transportation
State of Ohio
25 South Front Street
Columbus, Ohio 43215

Plaintiff,

- vs -

Donald L. Huber
4020 Lake Village Center, Nowfield,
Trotwood, Ohio 45426

First National Bank
1 First National Plaza
Dayton, Ohio 45402

Ohio Bell Telephone
369 West First Street
Dayton, Ohio 45402

Treasurer of Montgomery County, Ohio
Dayton, Ohio 45402

Auditor of Montgomery County, Ohio
Dayton, Ohio 45402

Dayton Power and Light Company
25 North Main Street
Dayton, Ohio 45402

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COMMON PLEAS
36-4-109,110
Miami

Case No. 76-334

Met/Gre 675-0.00/0.00
Par. No. 235-WD, WD-1, SL-1, SL-2, SL-3,
X-1, X-2, X-3, X-4, T-1, T-2, T-3
Federal Project No. 1-675-8(1)

JUDGMENT ENTRY
OF SETTLEMENT
JOE D. PEGG
RECORDER

OCT 19 11 38 AM '78

MONTGOMERY CO., OHIO
RECORDED

MONTGOMERY CO., OHIO
RECORDED

JOE D. PEGG
RECORDER

JAN 24 11 00 AM '78

MONTGOMERY CO., OHIO
RECORDED

JAN 24 '78

RECORDED
INDEXED
SERIALIZED
FILED

JAN 24-78 2 1051#

(15 DUE)

It appears to the Court that the owners of the property appropriated in this action have agreed with the Director of Transportation of the State of Ohio, upon the amount of compensation and damages due said owners by reason of said appropriation and have agreed to accept and withdraw the amount of SIXTY THOUSAND AND 00/100 (\$60,000.00) DOLLARS, including interest, in full payment thereof and do hereby release all claims for further compensation, or for interest on the above amount, resulting from the construction and improvement of Interstate Route No. 675, Section 0.00, Montgomery County, Ohio, and Interstate Route No. 675, Section 0.00, Greene County, Ohio, which highway has been declared a limited access highway or freeway, said action being recorded on March 22, 1967, in Volume 52, Page 214, of the Journal of the Director of Transportation.

In conformity with said agreement, it is hereby ORDERED, ADJUDGED and DECREED that the said Director of Transportation shall deposit with the Clerk of this court, a sum sufficient to-wit: TWENTY-FIVE THOUSAND NINE HUNDRED AND 00/100 (\$25,900.00) DOLLARS, which when added to the original deposit of THIRTY-FOUR THOUSAND ONE HUNDRED AND 00/100 (\$34,100.00) DOLLARS,

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equals the total amount of the agreed settlement of SIXTY THOUSAND AND 00/100 (\$60,000.00) DOLLARS, which shall be paid to the landowners hereinafter named as their interest may appear in an order of distribution made by the court.

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest in fee simple, as described in the Petition filed herein as PARCEL NO. 235-WD (HIGHWAY) ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY; PARCEL NO. 235-WD-1 (HIGHWAY) ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY; PARCEL NO. 235-SL-1 (SLOPE) AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED; PARCEL NO. 235-SL-2 (SLOPE) AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED; PARCEL NO. 235-SL-3 (SLOPE) AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED; PARCEL NO. 235-X-1 (CHANNEL) THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL; PARCEL NO. 235-X-2 (CHANNEL) THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL; PARCEL NO. 235-X-3 (CHANNEL) THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL; PARCEL NO. 235-T-1 (TEMPORARY) A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED; PARCEL NO. 235-T-2 (TEMPORARY) A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED; PARCEL NO. 235-T-3 (TEMPORARY) A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED; PARCEL NO. 235-X-4 (CHANNEL) THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL, the same being located in Town 2, Range 5, Section 12, Miami Township, Montgomery County, Ohio, and being more fully described as follows:

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D.V.

26-4-109
Miami

DESCRIPTION OF EACH PARCEL OF LAND AND ESTATE,
INTEREST OR RIGHT THEREIN APPROPRIATED

The following parcels, located in Town 2, Range 5, Section 12, Miami Township, Montgomery County, Ohio, and being more fully described as follows:

PARCEL NO. 235-WD (HIGHWAY)
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING
LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1798.82 feet (deed) to the owners' south-westerly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2734.41 feet to the real place of beginning for the land herein described, being 71.81 feet right of the proposed Lyons Road centerline survey Station 29 plus 19.49; thence continuing along said property line North 5 degrees 20 minutes 26 seconds East, for a distance of 72.21 feet to the owners' north-westerly property corner in the existing centerline of Lyons Road; thence along said centerline, being also the owners' northerly property line South 79 degrees 08 minutes 42 seconds East, for a distance of 262.45 feet to a point in the proposed easterly right of way line of Lyons Road; thence South 10 degrees 51 minutes 18 seconds West, along said right of way line for a distance of 30.06 feet to a point at the easterly end of the proposed southerly right of way line of Lyons Road, said point being 30.00 foot right of the proposed Lyons Road centerline survey Station 31 plus 75; thence North 88 degrees 26 minutes 18 seconds West, along said proposed southerly right of way line for a distance of 258.91 feet to the place of beginning, containing 0.305 of an acre, more or less, inclusive of the present road which occupies 0.081 of an acre, more or less.

The owners reserve the right of ingress and egress to and from any residual area.

Owners claim title by instrument of record in Micro Ficho No. 72401C02, Montgomery County Recorder's Office.

The description for this parcel is based on a centerline survey made by A. M. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

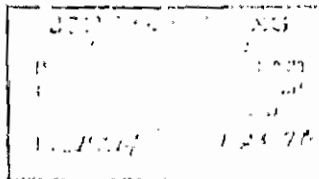
PARCEL NO. 235-WD-1 (HIGHWAY)
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING
LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY

D.V.

26-4-110
Miami

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1798.82 feet (deed) to the owners' south-westerly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2364.37 feet to the real place of beginning, being in the proposed southeasterly right of way line of the proposed Service Road, 30.00 feet left of Station 5 plus 26.89 of the centerline survey of said Service Road; thence continuing along said property line North 5 degrees 20 minutes 26 seconds East, for a distance of 76.78 feet to the proposed northwesterly right of way line of said Service Road; thence along said proposed right of way line the following six (6) courses and distances: North 83 degrees 27 minutes 31 seconds East, for a

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distance of 4.87 feet to a point being 45.00 feet right of and radially from Station 5 plus 05.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 5 plus 05.00, South 8 degrees 45 minutes 15 seconds East, for a distance of 15.00 feet to a point; thence along the arc of a curve to the left, parallel to the centerline of said Service Road and having a radius of 320.00 feet for a distance of 393.14 feet, the chord of said arc bears North 46 degrees 03 minutes 04 seconds East, for a distance of 368.88 feet to a point; thence North 26 degrees 42 minutes 49 seconds West, for a distance of 49.44 feet to the proposed southerly right of way line of Lyons Road; thence along said proposed right of way line South 88 degrees 26 minutes 18 seconds East, for a distance of 35.61 feet to a point; thence North 10 degrees 51 minutes 18 seconds East, for a distance of 30.06 feet to the existing centerline of Lyons Road and the owners' northerly property line; thence along said centerline and property line South 79 degrees 08 minutes 42 seconds East, for a distance of 125.00 feet to a point, said point being centerline survey Station 33 plus 00 of Lyons Road; thence South 10 degrees 51 minutes 18 seconds West, 45.00 feet to a point being 45.00 feet right of centerline survey Station 33 plus 00 Lyons Road; thence along the easterly right of way line of the proposed Service Road, South 77 degrees 39 minutes 23 seconds West, 76.15 feet to a point being 30.00 feet left of point of curvature Station 0 plus 75 Service Road; thence along the easterly right of way line of the Service Road on a curve to the right parallel to the centerline of said Service Road having a radius of 380.00 feet for a distance of 428.86 feet, the chord bears South 43 degrees 11 minutes 11 seconds West, for a distance of 406.46 feet to a point, being 30.00 feet radially left of centerline survey Station 4 plus 70.00 of the centerline of said Service Road; thence South 14 degrees 29 minutes 00 seconds East, 15.00 feet to a point; thence South 77 degrees 33 minutes 47 seconds West, 28.21 feet to a point, said point being 45.00 feet radially left of centerline survey Station 4 plus 95.00 of said Service Road; thence along a line radial to said centerline 4 plus 95.00, North 10 degrees 23 minutes 27 seconds West, 15.00 feet to a point; thence along the arc of a curve to the right parallel to the centerline of said Service Road, having a radius of 380.00 feet for a distance of 32.16 feet, the chord bears South 82 degrees 02 minutes 01 second West, 32.15 feet to a point; thence tangent to the last described curve and parallel to the centerline of said Service Road, South 84 degrees 27 minutes 29 seconds West, 2.28 feet to the real place of beginning, containing 0.838 of an acre, more or less, inclusive of the present road which occupies 0.047 of an acre, more or less.

The owners reserve the right of ingress and egress to and from any residual area.

Owners claim title by instrument of record in Micro Fiche No. 72401C02, Montgomery County Recorder's Office.

The description for this parcel is based on a centerline survey made by A. M. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

PARCEL NO. 255-SL-1 (SLOPE)

AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HERINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED.

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1798.82 feet (deed) to the owners' southwesterly property corner, thence along the owners' westerly property line

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North 5 degrees 20 minutes 26 seconds East, for a distance of 2806.62 feet (deed) to the owners' northwesterly property corner in the existing centerline of Lyons Road; thence along said centerline, being also the owners' northerly property line South 79 degrees 08 minutes 42 seconds East, for a distance of 262.45 feet to a point; thence along the proposed northwesterly right of way line of the proposed Service Road the following three (3) courses and distances: South 10 degrees 51 minutes 18 seconds West, for a distance of 30.00 feet to a point; thence North 88 degrees 26 minutes 18 seconds West, for a distance of 35.61 feet to a point; thence South 26 degrees 42 minutes 49 seconds East, for a distance of 33.04 feet to the real place of beginning for the land herein described; thence continuing along said proposed right of way line the following three (3) courses and distances: South 26 degrees 42 minutes 49 seconds East, for a distance of 16.40 feet to a point; thence along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 320.00 feet for a distance of 393.14 feet, the chord of said arc bears South 46 degrees 03 minutes 04 seconds West, for a distance of 368.88 feet to a point being 30.00 feet right of and radially from Station 5 plus 05.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 5 plus 05.00, North 8 degrees 45 minutes 15 seconds West, for a distance of 10.00 feet; thence along the proposed northwesterly slope easement line, along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 310.00 feet for a distance of 380.86 feet, the chord of said arc bears North 46 degrees 03 minutes 04 seconds East, for a distance of 357.35 feet to a point; thence continuing along said slope easement line parallel to said centerline and tangent to the aforesaid curve North 10 degrees 51 minutes 18 seconds East, for a distance of 13.00 feet to the real place of beginning, containing 0.090 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. H. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72401C02, Montgomery County Recorder's Office.

PARCEL NO. 235-SL-2 (SLOPE)
AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED.

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1798.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2806.62 feet (deed) to the owners' northwesterly property corner in the existing centerline of Lyons Road; thence along said centerline, being also the owners' northerly property line South 79 degrees 08 minutes 42 seconds East, for a distance of 387.45 feet to a point in the proposed easterly right of way line of the proposed Service Road; thence along said right of way line the following two (2) courses and distances: South 10 degrees 51 minutes 18 seconds West, for a distance of 45.00 feet to a point; thence South 77 degrees 39 minutes 23 seconds West, for a distance of 65.28 feet to the real place of beginning for the land herein described; thence along the proposed easterly slope easement line the following two (2) courses and distances: along a line parallel to the centerline of said Service Road South 10 degrees 51 minutes 18 seconds West, for a distance of 4.29 feet to a point; thence along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 390.00 feet for a

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distance of 440.14 feet, the chord of said arc bears South 43 degrees 11 minutes 11 seconds West, for a distance of 417.15 feet to a point in the proposed southeasterly right of way line of said Service Road, being 40.00 feet left of and radially from Station 4 plus 70.00 of the centerline survey of said Service Road; thence along said right of way line the following three (3) courses and distances; along a line radial to said centerline Station 4 plus 70.00, North 14 degrees 29 minutes 00 seconds West, for a distance of 10.00 feet to a point; thence along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 380.00 feet for a distance of 428.86 feet, the chord of said arc bears North 43 degrees 11 minutes 11 seconds East, for a distance of 406.46 feet to a point; thence North 77 degrees 39 minutes 23 seconds East, for a distance of 10.88 feet to the real place of beginning, containing 0.100 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. H. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72401C02, Montgomery County Recorder's Office.

PARCEL NO. 235-SL-3 (SLOPE)

AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, THAT THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED.

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1798.82 feet (dead) to the owners' south-westerly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2354.19 feet to the real place of beginning for the land herein described, being a point in the proposed southeasterly slope easement line 40.00 feet left of Station 5 plus 28.83 of the centerline survey of the proposed Service Road; thence continuing along said property line North 5 degrees 20 minutes 26 seconds East, for a distance of 10.18 feet to the proposed southeasterly right of way line of said Service Road; thence along said right of way line the following three (3) courses and distances: North 04 degrees 27 minutes 29 seconds East, parallel to the centerline of said Service Road for a distance of 2.28 feet to a point; thence along the arc of a curve to the left parallel to the centerline of said Service Road, tangent to the aforesaid course and having a radius of 300.00 feet for a distance of 32.16 feet, the chord of said arc bears North 82 degrees 02 minutes 01 second East, for a distance of 32.15 feet to a point being 30.00 feet left of and radially from Station 4 plus 95.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 4 plus 95.00, South 10 degrees 23 minutes 27 seconds East, for a distance of 10.00 feet to a point; thence along the proposed southerly slope easement line the following two (2) courses and distances: along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 390.00 feet for a distance of 33.01 feet the chord of said arc bears South 82 degrees 02 minutes 01 second West, for a distance of 33.00 feet to a point; thence along a line parallel to said centerline and tangent to the aforesaid curve South 84 degrees 27 minutes 29 seconds West, for a distance of 4.19 feet to the real place of beginning, containing 0.008 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. H. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72401C02, Montgomery County Recorder's Office.

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PARCEL NO. 235-X-1 (CHANNEL)
THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1798.82 feet (dead) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2441.15 feet to the real place of beginning for the land herein described, said point being 45.15 feet right of and radially from Station 5 plus 10.58 of the centerline survey of the proposed Service Road and being in the proposed northerly right of way line of said Service Road; thence continuing along said property line North 5 degrees 20 minutes 26 seconds East, for a distance of 26.01 feet to the proposed northerly channel easement line; thence along said easement line the following two (2) courses and distances: South 67 degrees 40 minutes 27 seconds East, for a distance of 27.77 feet to a point 55.00 feet right of and radially from Station 4 plus 75.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 4 plus 75.00, South 13 degrees 39 minutes 54 seconds East, for a distance of 15.00 feet to a point in the proposed slope easement line; thence along said slope easement line, along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 320.00 feet for a distance of 26.57 feet, the chord of said arc bears South 78 degrees 47 minutes 26 seconds West, for a distance of 20.56 feet to a point in the proposed northerly right of way line of said Service Road, being 40.00 feet right of and radially from Station 5 plus 05.00 of the centerline survey of said Service Road; thence along said right of way line the following two (2) courses and distances: along a line radial to said centerline Station 5 plus 05.00, North 8 degrees 45 minutes 15 seconds West, for a distance of 5.00 feet to a point; thence South 85 degrees 27 minutes 31 seconds West, for a distance of 4.87 feet to the real place of beginning, containing 0.015 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. N. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72401C02, Montgomery County Recorder's Office.

PARCEL NO. 235-X-2 (CHANNEL)
THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1798.82 feet (dead) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2339.65 feet to the real place of beginning for the land herein described, said point being in the proposed channel easement line 54.09 feet left of Station 5 plus 31.52 of the centerline survey of the proposed Service Road; thence continuing along said property line North 5 degrees 20 minutes 26 seconds East, for a distance of 14.34 feet to a proposed slope easement line; thence along said slope easement line the following two (2) courses and distances: North 77 degrees 27 minutes 29 seconds East, parallel to the centerline of said Service Road for a distance of 4.19 feet to a point; thence along the arc of a curve to the left parallel to the centerline of said Service Road, tangent to the aforesaid course and having a radius of 390.00

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feet for a distance of 35.01 feet, the chord of said arc bears North 82 degrees 02 minutes 01 second East, for a distance of 35.00 feet to a point in the proposed right of way line of said Service Road, being 40.00 feet left of and radially from Station 4 plus 95.00 of the centerline survey of said Service Road; thence along said right of way line the following three (3) courses and distances: along a line radial to said centerline Station 4 plus 95.00, South 10 degrees 23 minutes 27 seconds East, for a distance of 5.00 feet to a point; thence North 77 degrees 53 minutes 47 seconds East, for a distance of 20.21 feet to a point, being 45.00 feet left of and radially from Station 4 plus 70.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 4 plus 70.00, North 14 degrees 29 minutes 00 seconds West, for a distance of 5.00 feet to a point in a proposed slope easement line; thence along said slope easement line, along the arc of a curve to the left parallel to said centerline and having a radius of 390.00 for a distance of 273.00 feet, the chord of said arc bears North 55 degrees 27 minutes 50 seconds East, for a distance of 267.46 feet to a point in the proposed channel easement line, being 40.00 feet left of and radially from Station 2 plus 25.00 of the centerline survey of said Service Road; thence along said proposed channel easement line the following six (6) courses and distances; along a line radial to said centerline Station 2 plus 25.00, South 54 degrees 35 minutes 23 seconds East, for a distance of 15.00 feet to a point; thence South 23 degrees 10 minutes 35 seconds West, for a distance of 94.64 feet to a point; thence South 54 degrees 04 minutes 12 seconds West, for a distance of 190.28 feet to a point; thence North 70 degrees 56 minutes 31 seconds West, for a distance of 75.70 feet to a point, being 65.00 feet left of and radially from Station 5 plus 60.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 5 plus 60.00, North 9 degrees 34 minutes 20 seconds West, for a distance of 10.00 feet to a point; thence South 84 degrees 18 minutes 57 seconds West, for a distance of 35.37 feet to the real place of beginning, containing 0.319 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. M. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72401C02, Montgomery County Recorder's Office.

PARCEL NO. 235-X-3 (CHANNEL)
THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1798.92 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 26 minutes 26 seconds East, for a distance of 2806.62 feet (deed) to the owners' northwesterly property corner in the existing centerline of Lyons Road; thence along said centerline, being also the owners' northerly property line South 79 degrees 08 minutes 42 seconds East, for a distance of 262.45 feet to a point; thence along the proposed northwesterly right of way line of the proposed Service Road the following two (2) courses and distances: South 10 degrees 51 minutes 18 seconds West, for a distance of 30.00 feet to a point; thence North 78 degrees 20 minutes 18 seconds West, for a distance of 33.04 feet to the real place of beginning; thence continuing along said proposed right of way line South 20 degrees 42 minutes 49 seconds East, for a distance of 33.04 feet to a point in a proposed slope easement line; thence along said slope easement line South 10 degrees 51 minutes 18 seconds West, for a distance of 15.00 feet to a point, thence

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5 degrees 20 Minutes 26 seconds East for a distance of 2530.16 feet to a point being 65.60 feet left of Station 5 plus 33.35 of the centerline survey of the proposed Service Road and being the real place of beginning for the land herein described; thence continuing along said property line, North 5 degrees 20 minutes 26 seconds East for a distance of 9.69 feet to a proposed channel easement line; thence along said channel easement line the following two (2) courses and distances: North 84 degrees 18 minutes 57 seconds East for a distance of 35.37 feet to a point being 55.00 feet left of and radially from Station 5 plus 00.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 5 plus 00.00, South 9 degrees 34 minutes 20 seconds East for a distance of 10.00 feet to a point; thence along the proposed southerly temporary easement line, South 85 degrees 01 minute 15 seconds West for a distance of 37.00 feet to the real place of beginning, containing 0.008 of an acre, more or less.

The description for this parcel is based on a centerline survey by A. M. Kinney and Associates under the direction of A. E. Wall, Registered Surveyor No. 424.

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

PARCEL NO. 235-X-4 (CHANNEL)
THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL

Commencing at a point in the northerly property line of the owners in the centerline of Lyons Road, where it intersects the centerline of the new Service Road, said point being Station 32 plus 00 of the centerline survey of Lyons Road and Station 0 plus 00 centerline survey of said Service Road; thence along said north property line of the owners and the centerline of Lyons Road, South 79 degrees 08 minutes 42 seconds East, 100.00 feet to a point being centerline survey Station 33 plus 00 Lyons Road; thence South 10 degrees 51 minutes 18 seconds West, 16.50 feet to the true place of beginning in the existing south right of way line of Lyons Road; thence along the last named line, South 79 degrees 08 minutes 42 seconds East, 760.00 feet to a point being 16.50 feet right of centerline survey Station 40 plus 00 Lyons Road; thence South 10 degrees 51 minutes 18 seconds West, 18.50 feet to a point, being 35.00 feet right of centerline survey Station 40 plus 60 Lyons Road; thence North 79 degrees 33 minutes 56 seconds West, 760.07 feet to a point, being 45.00 feet right of centerline survey Station 33 plus 00 Lyons Road; thence North 10 degrees 51 minutes 18 seconds East, 28.50 feet to the true place of beginning and containing 0.410 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. M. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72401002, Montgomery County Recorder's Office.

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continuing along said slope easement line along the arc of a curve to the right, parallel to the centerline of said Service Road and having a radius of 310.00 feet for a distance of 172.72 feet, the chord of said arc bears South 26 degrees 48 minutes 58 seconds West, for a distance of 170.49 feet to a point, being 40.00 feet right of and radially from Station 2 plus 70.00 of the centerline survey of said Service Road; thence along the proposed northwesterly channel easement line the following three (3) courses and distances: thence along a line radial to said centerline Station 2 plus 70.00, North 47 degrees 13 minutes 23 seconds West, for a distance of 10.00 feet; thence along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 300.00 feet for a distance of 167.14 feet, the chord of said arc bears North 26 degrees 48 minutes 58 seconds East, for a distance of 164.99 feet to a point; thence North 46 degrees 08 minutes 42 seconds West, for a distance of 63.65 feet to the proposed southerly right of way line of Lyons Road; thence along said right of way line South 88 degrees 26 minutes 18 seconds East, for a distance of 45.58 feet to the real place of beginning, containing 0.068 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. M. Kirney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 724D1C02, Montgomery County Recorder's Office.

PARCEL NO. 255-T-1 (TEMPORARY)
A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West for a distance of 1798.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line, North 5 degrees 20 minutes 26 seconds East for a distance of 2467.16 feet to a proposed channel easement line being 70.41 feet right of and radially from Station 5 plus 03.16 of the centerline survey of the proposed Service Road; thence along said channel easement line South 67 degrees 40 minutes 27 seconds East for a distance of 27.77 feet to the real place of beginning for the land herein described, being 55.00 feet right of and radially from Station 4 plus 75.00 of the centerline survey of said Service Road; thence along the proposed northwesterly temporary easement line along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 295.00 feet for a distance of 337.14 feet, the chord of said arc bears North 43 degrees 55 minutes 44 seconds East for a distance of 319.09 feet to a point; thence continuing along said easement line, tangent to the aforementioned curve and parallel to said Service Road centerline, North 10 degrees 51 minutes 18 seconds East for a distance of 2.89 feet to a point in a proposed channel easement line; thence continuing along said channel easement line the following three (3) courses and distances: South 30 degrees 08 minutes 42 seconds East for a distance of 5.77 feet to a point; thence along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 300.00 feet for a distance of 167.14 feet, the chord of said arc bears South 26 degrees 48 minutes 58 seconds West for a distance of 164.49 feet to a point being 50.00 feet right of and radially from Station 2 plus 70.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 2 plus 70.00, South 47 degrees 13 minutes 23 seconds East for a distance of 10.00 feet to a point in a proposed slope easement line; thence along said slope easement line, along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 310.00 feet for a distance of 172.72 feet, the chord of said arc bears South 26 degrees 48 minutes 58 seconds West for a distance of 170.49 feet to a point in a proposed channel easement line, being 40.00 feet right of and radially from

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Station 4 plus 75.00 of the centerline survey of said Service Road; thence along said proposed easement line, said line being radial to said centerline Station 4 plus 75.00, North 13 degrees 39 minutes 54 seconds West for a distance of 15.00 feet to the real place of beginning, containing 0.080 of an acre, more or less.

The description for this parcel is based on a centerline survey by A. M. Kinney and Associates under the direction of A. E. Wall, Registered Surveyor No. 424.

PARCEL NO. 235-T-2 (TEMPORARY)
A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West for a distance of 1798.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line, North 5 degrees 20 minutes 26 seconds East for a distance of 2806.62 feet (deed) to the owners' northwesterly property corner in the existing centerline of Lyons Road; thence along said centerline being also the owners' northerly property line, South 79 degrees 08 minutes 42 seconds East, for a distance of 387.45 feet to a point in the proposed easterly right of way line of the Service Road; thence along said right of way line the following two (2) courses and distances: South 10 degrees 51 minutes 18 seconds West for a distance of 45.00 feet to a point; thence South 77 degrees 39 minutes 23 seconds West for a distance of 48.96 feet to the real point of beginning for the land herein described; thence along the proposed easterly temporary easement line the following two (2) courses and distances; thence parallel to the centerline of said Service Road, South 10 degrees 51 minutes 18 seconds West for a distance of 10.72 feet to a point, thence along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 405.00 feet for a distance of 173.57 feet, the chord of said arc bears South 23 degrees 07 minutes 58 seconds West for a distance of 172.25 feet to a point being 55.00 feet left of and radially from Station 2 plus 25.00 of the centerline survey of said Service Road, said point also being in a proposed channel easement line; thence along said channel easement line radial to said centerline Station 2 plus 25.00 North 54 degrees 35 minutes 23 seconds West for a distance of 15.00 feet to a point in a proposed slope easement line; thence along said easement line, along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 390.00 feet for a distance of 167.14 feet, the chord of said arc bears North 23 degrees 07 minutes 58 seconds East for a distance of 165.87 feet to a point; thence continuing along said easement line parallel to the centerline of said Service Road and tangent to the aforesaid curve North 10 degrees 51 minutes 18 seconds East for a distance of 4.29 feet to a point in the proposed easterly right of way line of said Service Road; thence along said right of way line North 77 degrees 39 minutes 23 seconds East for a distance of 16.32 feet to the real place of beginning, containing 0.061 of an acre, more or less.

The description for this parcel is based on a centerline survey by A. M. Kinney and Associates under the direction of A. E. Wall, Registered Surveyor No. 424.

PARCEL NO. 235-T-3 (TEMPORARY)
A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12; North 82 degrees 25 minutes 18 seconds West for a distance of 1798.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line, North

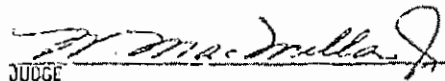
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be and the same is duly vested in the State of Ohio, free and clear of all claims of the owners of said land and any person or persons having an interest therein to-wit:

<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
Donald L. Huber	4020 Lake Village Center, Newfield Trotwood, Ohio 45246
First National Bank	1 First National Plaza Dayton, Ohio 45402
Ohio Bell Telephone	369 West First Street Dayton, Ohio 45402
Treasurer of Montgomery County, Ohio	Dayton, Ohio 45402
Auditor of Montgomery County, Ohio	Dayton, Ohio 45402
The Dayton Power and Light Company	Courthouse Plaza Southwest Dayton, Ohio 45402

It is further ORDERED that should it not be necessary for Plaintiff to appropriate or in any way affect the earlier right of way and easement of Defendant, The Dayton Power and Light Company, in order to construct the facilities of Plaintiff, then the within appropriation is subject to said prior right of way and easement subject, however, to the superior rights of the Department of Transportation to fully maintain their highway at any future date; and should it be necessary for the Defendant, The Dayton Power and Light Company, to relocate its facilities as a result of said appropriation by Plaintiff, said Defendant shall be reimbursed by Plaintiff for its reasonable relocation costs pursuant to Utility Agreement No. 1800 dated April 25, 1973 currently in existence between Plaintiff and Defendant, The Dayton Power and Light Company.

It is further ORDERED that a certified copy of this Entry be transmitted to the County Auditor for the purpose of making proper notations relative to transfer of title, if any, and changes of tax valuation and liability therefore, if any, that the County Auditor transmit same to County Recorder for recording in the Deed Records of this County; that the landowners pay from this deposit any taxes required to be paid pursuant to law; and that the Director of Transportation of the State of Ohio pay all court costs herein accrued, and that a record be made of these proceedings according to law.


JUDGE

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WILLIAM J. BROWN
ATTORNEY GENERAL
STATE OF OHIO

William J. Brown
DONALD J. QUISTAD
Assistant Attorney General
Chief, Transportation Section

Edward J. Donnellon
EDWARD J. DONNELLON
Assistant Attorney General

John Petzold
JOHN PETZOLD
Attorney for Defendant, Donald L. Huber

James R. Mack
JAMES R. MACK
Attorney for Defendant
The Dayton Power and Light Company

Robert M. Schalk
CHRIS R. VAN SCHAİK
Assistant Prosecuting Attorney
Attorney for Defendants
Auditor of Montgomery County
and Treasurer of Montgomery County, Ohio

I hereby certify this to be a true
and correct copy.

Witness my hand and seal this *22nd*
day of *June* 1978.

L. JUNIOR MORRIS, Clerk
Clerk of Common Pleas
Court of Montgomery County, Ohio

By *M. Cunningham*
Deputy

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copy for [unclear]

#11

26-4-109,110

COURT OF COMMON PLEAS
MONTGOMERY COUNTY, OHIO

23091

Richard D. Jackson
Director of Transportation
State of Ohio
25, South Front Street
Columbus, Ohio 43215

Plaintiff,

- vs -

Donald L. Huber
4020 Lake Village Center, Newfield,
Trotwood, Ohio 45426

First National Bank
1 First National Plaza
Dayton, Ohio 45402

Ohio Bell Telephone
369 West First Street
Dayton, Ohio 45402

Treasurer of Montgomery County, Ohio
Dayton, Ohio 45402

Auditor of Montgomery County, Ohio
Dayton, Ohio 45402

Dayton Power and Light Company
25 North Main Street
Dayton, Ohio 45402

26-4-109,110
Miami

Case No. 76-334

Mot/Gre 675-0.00/0.00
Par. No. 235-WD, WD-1, SL-1, SL-2, SL-3,
X-1, X-2, X-3, X-4, T-1, T-2, T-3
Federal Project No. I-675-8(1)

JUDGMENT ENTRY
OF SETTLEMENT
JOE D. PEGG
RECORDER

OCT 19 11 30 AM '78

MONTGOMERY CO. OHIO
RECORDED

MONTGOMERY CO. OHIO
RECORDED

JOE D. PEGG
RECORDER

JAN 24 11 00 AM '78

MONTGOMERY CO. OHIO
RECORDED

JAN 24 1978
RECEIVED
FEDERAL
RECORDS SECTION

(15 DUE)

It appears to the Court that the owners of the property appropriated in this action have agreed with the Director of Transportation of the State of Ohio, upon the amount of compensation and damages due said owners by reason of said appropriation and have agreed to accept and withdraw the amount of SIXTY THOUSAND AND 00/100 (\$60,000.00) DOLLARS, including interest, in full payment thereof and do hereby release all claims for further compensation, or for interest on the above amount, resulting from the construction and improvement of Interstate Route No. 675, Section 0.00, Montgomery County, Ohio, and Interstate Route No. 675, Section 0.00, Greene County, Ohio, which highway has been declared a limited access highway or freeway, said action being recorded on March 22, 1967, in Volume 52, Page 214, of the Journal of the Director of Transportation.

In conformity with said agreement, it is hereby ORDERED, ADJUDGED and DECREED that the said Director of Transportation shall deposit with the Clerk of this court, a sum sufficient to wit: TWENTY-FIVE THOUSAND NINE HUNDRED AND 00/100 (\$25,900.00) DOLLARS, which when added to the original deposit of THIRTY-FIVE THOUSAND AND 00/100 (\$35,000.00) DOLLARS,

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equals the total amount of the agreed settlement of SIXTY THOUSAND AND 00/100 (\$60,000.00) DOLLARS, which shall be paid to the landowners herein-after named as their interest may appear in an order of distribution made by the court.

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest in fee simple, as described in the Petition filed herein as PARCEL NO. 235-WD (HIGHWAY) ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY; PARCEL NO. 235-WD-1 (HIGHWAY) ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY; PARCEL NO. 235-SL-1 (SLOPE) AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED; PARCEL NO. 235-SL-2 (SLOPE) AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED; PARCEL NO. 235-SL-3 (SLOPE) AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED; PARCEL NO. 235-X-1 (CHANNEL) THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL; PARCEL NO. 235-X-2 (CHANNEL) THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL; PARCEL NO. 235-X-3 (CHANNEL) THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL; PARCEL NO. 235-T-1 (TEMPORARY) A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED; PARCEL NO. 235-T-2 (TEMPORARY) A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED; PARCEL NO. 235-T-3 (TEMPORARY) A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED; PARCEL NO. 235-X-4 (CHANNEL) THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL, the same being located in Town 2, Range 5, Section 12, Miami Township, Montgomery County, Ohio, and being more fully described as follows:

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D.V.

26-4-109
Miami

DESCRIPTION OF EACH PARCEL OF LAND AND ESTATE,
INTEREST OR RIGHT THEREIN APPROPRIATED

111-3

The following parcels, located in Town 2, Range 3, Section 12, Miami Township, Montgomery County, Ohio, and being more fully described as follows:

PARCEL NO. 235-WD (HIGHWAY)
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING
LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1798.82 feet (dead) to the owners' south-westerly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2734.41 feet to the real place of beginning for the land herein described, being 71.81 feet right of the proposed Lyons Road centerline survey Station 29 plus 19.49; thence continuing along said property line North 5 degrees 20 minutes 26 seconds East, for a distance of 72.21 feet to the owners' north-westerly property corner in the existing centerline of Lyons Road; thence along said centerline, being also the owners' northerly property line South 79 degrees 08 minutes 42 seconds East, for a distance of 262.45 feet to a point in the proposed easterly right of way line of Lyons Road; thence South 10 degrees 51 minutes 18 seconds West, along said right of way line for a distance of 30.06 feet to a point at the easterly end of the proposed southerly right of way line of Lyons Road, said point being 30.00 feet right of the proposed Lyons Road centerline survey Station 31 plus 75; thence North 88 degrees 26 minutes 18 seconds West, along said proposed southerly right of way line for a distance of 258.91 feet to the place of beginning, containing 0.305 of an acre, more or less, inclusive of the present road which occupies 0.081 of an acre, more or less.

The owners reserve the right of ingress and egress to and from any residual area.

Owners claim title by instrument of record in Micro Ficho No. 72401C02, Montgomery County Recorder's Office.

The description for this parcel is based on a centerline survey made by A. H. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 324.

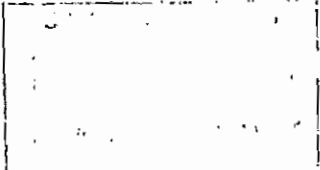
PARCEL NO. 235-ED-1 (HIGHWAY)
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING
LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY

D.V.

26-4-110
Miami

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1798.82 feet (dead) to the owners' south-westerly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2564.37 feet to the real place of beginning, being in the proposed southeasterly right of way line of the proposed Service Road, 30.00 feet left of Station 5 plus 26.89 of the centerline survey of said Service Road; thence continuing along said property line North 5 degrees 20 minutes 26 seconds East, for a distance of 76.73 feet to the proposed northwesterly right of way line of said Service Road; thence along said proposed right of way line the following six (6) courses and distances: North 83 degrees 27 minutes 31 seconds East, for a

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distance of 4.87 feet to a point being 45.00 feet right of and radially from Station 5 plus 05.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 5 plus 05.00, South 8 degrees 45 minutes 15 seconds East, for a distance of 15.00 feet to a point; thence along the arc of a curve to the left, parallel to the centerline of said Service Road and having a radius of 320.00 feet for a distance of 393.14 feet, the chord of said arc bears North 46 degrees 03 minutes 04 seconds East, for a distance of 368.88 feet to a point; thence North 26 degrees 42 minutes 49 seconds West, for a distance of 49.44 feet to the proposed southerly right of way line of Lyons Road; thence along said proposed right of way line South 88 degrees 26 minutes 18 seconds East, for a distance of 35.61 feet to a point; thence North 10 degrees 51 minutes 18 seconds East, for a distance of 30.06 feet to the existing centerline of Lyons Road and the owners' northerly property line; thence along said centerline and property line South 79 degrees 08 minutes 42 seconds East, for a distance of 125.00 feet to a point; said point being centerline survey Station 33 plus 00 of Lyons Road; thence South 10 degrees 51 minutes 18 seconds West, 45.00 feet to a point being 45.00 feet right of centerline survey Station 33 plus 00 Lyons Road; thence along the easterly right of way line of the proposed Service Road, South 77 degrees 39 minutes 23 seconds West, 76.15 feet to a point being 30.00 feet left of point of curvature Station 0 plus 75 Service Road; thence along the easterly right of way line of the Service Road on a curve to the right parallel to the centerline of said Service Road having a radius of 380.00 feet for a distance of 428.86 feet, the chord bears South 43 degrees 11 minutes 11 seconds West, for a distance of 406.46 feet to a point, being 30.00 feet radially left of centerline survey Station 4 plus 70.00 of the centerline of said Service Road; thence South 14 degrees 29 minutes 00 seconds East, 15.00 feet to a point; thence South 77 degrees 33 minutes 47 seconds West, 28.21 feet to a point, said point being 45.00 feet radially left of centerline survey Station 4 plus 95.00 of said Service Road; thence along a line radial to said centerline 4 plus 95.00, North 10 degrees 23 minutes 27 seconds West, 15.00 feet to a point; thence along the arc of a curve to the right parallel to the centerline of said Service Road, having a radius of 380.00 feet for a distance of 32.16 feet, the chord bears South 82 degrees 02 minutes 03 seconds West, 32.15 feet to a point; thence tangent to the last described curve and parallel to the centerline of said Service Road, South 84 degrees 27 minutes 29 seconds West, 2.28 feet to the real place of beginning, containing 0.858 of an acre, more or less, inclusive of the present road which occupies 0.047 of an acre, more or less.

The owners reserve the right of ingress and egress to and from any residual area.

Owners claim title by instrument of record in Micro Fiche No. 72401C02, Montgomery County Recorder's Office.

The description for this parcel is based on a centerline survey made by A. M. Kinney & Associates, under the direction of A. L. Wall, Registered Surveyor No. 424.

PUBLIC UTILITY (SLOPE)

AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF STAGES, IN, DICK AND OVER THE LAND HEREIN HEREBY DESCRIBED, WITH SUCH CUT AS THE OWNERS DESIRE TO REMOVE SAID STAGES OR WHILE THEREON, FOR THE PURPOSE, IN THE REMOVAL OF SAID STAGES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT FURNISHED.

Commencing at the southeastern corner of said section 12; thence along the southerly line of said T. 136 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1494.87 feet plus, to the owners' south westerly property corner; thence along the owners' westerly property line

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North 5 degrees 20 minutes 26 seconds East, for a distance of 2006.62 feet (deed) to the owners' northwesterly property corner in the existing centerline of Lyons Road; thence along said centerline, being also the owners' northerly property line South 79 degrees 03 minutes 42 seconds East, for a distance of 262.45 feet to a point; thence along the proposed northwesterly right of way line of the proposed Service Road the following three (3) courses and distances: South 10 degrees 51 minutes 18 seconds West, for a distance of 39.06 feet to a point; thence North 88 degrees 26 minutes 18 seconds West, for a distance of 35.61 feet to a point; thence South 26 degrees 42 minutes 49 seconds East, for a distance of 33.04 feet to the real place of beginning for the land herein described; thence continuing along said proposed right of way line the following three (3) courses and distances: South 26 degrees 42 minutes 49 seconds East, for a distance of 16.40 feet to a point; thence along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 320.00 feet for a distance of 392.14 feet, the chord of said arc bears South 46 degrees 03 minutes 04 seconds West, for a distance of 360.88 feet to a point being 39.00 feet right of and radially from Station 5 plus 05.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 5 plus 05.00, North 8 degrees 45 minutes 15 seconds West, for a distance of 10.00 feet; thence along the proposed northwesterly slope easement line, along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 310.00 feet for a distance of 380.86 feet, the chord of said arc bears North 46 degrees 03 minutes 04 seconds East, for a distance of 357.35 feet to a point; thence continuing along said slope easement line parallel to said centerline and tangent to the aforesaid curve North 10 degrees 51 minutes 18 seconds East, for a distance of 13.00 feet to the real place of beginning, containing 0.090 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. M. Kinney & Associates, under U.S. direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72401002, Montgomery County Recorder's Office.

PARCEL NO. 235-SL-2 (SLOPE)
 AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED.

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1798.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2006.62 feet (deed) to the owners' northwesterly property corner in the existing centerline of Lyons Road; thence along said centerline, being also the owners' northerly property line South 79 degrees 03 minutes 42 seconds East, for a distance of 262.45 feet to a point in the proposed easterly right of way line of the proposed Service Road; thence along said right of way line the following two (2) courses and distances: South 10 degrees 51 minutes 18 seconds West, for a distance of 45.00 feet to a point; thence South 77 degrees 39 minutes 23 seconds West, for a distance of 65.28 feet to the real place of beginning for the land herein described; thence along the proposed easterly slope easement line the following two (2) courses and distances: along a line parallel to the centerline of said Service Road South 10 degrees 51 minutes 18 seconds West, for a distance of 4.79 feet to a point; thence along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 390.00 feet for a

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distance of 440.14 feet, the chord of said arc bears South 43 degrees 11 minutes 11 seconds West, for a distance of 417.15 feet to a point in the proposed southeasterly right of way line of said Service Road, being 40.00 feet left of and radially from Station 4 plus 70.00 of the centerline survey of said Service Road; thence along said right of way line the following three (3) courses and distances; along a line radial to said centerline Station 4 plus 70.00, North 14 degrees 29 minutes 09 seconds West, for a distance of 10.00 feet to a point; thence along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 360.00 feet for a distance of 428.86 feet, the chord of said arc bears North 43 degrees 11 minutes 11 seconds East, for a distance of 405.45 feet to a point; thence North 77 degrees 39 minutes 23 seconds East, for a distance of 10.88 feet to the real place of beginning, containing 0.100 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. H. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72401002, Montgomery County Recorder's Office.

PARCEL NO. 235-5L-3 (SLOPE)

AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNERS DESIRE TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED.

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1758.82 feet (dead) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2354.19 feet to the real place of beginning for the land herein described, being a point in the proposed southeasterly slope easement line 40.00 feet left of Station 5 plus 23.83 of the centerline survey of the proposed Service Road; thence continuing along said property line North 5 degrees 20 minutes 26 seconds East, for a distance of 10.18 feet to the proposed southeasterly right of way line of said Service Road; thence along said right of way line the following three (3) courses and distances: North 04 degrees 27 minutes 29 seconds East, parallel to the centerline of said Service Road for a distance of 2.28 feet to a point; thence along the arc of a curve to the left parallel to the centerline of said Service Road, tangent to the aforesaid course and having a radius of 389.00 feet for a distance of 32.16 feet, the chord of said arc bears North 82 degrees 02 minutes 01 second East, for a distance of 32.15 feet to a point being 30.00 feet left of and radially from Station 4 plus 95.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 4 plus 95.00, South 10 degrees 23 minutes 27 seconds East, for a distance of 10.00 feet to a point; thence along the proposed southerly slope easement line the following two (2) courses and distances: along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 390.00 feet for a distance of 33.01 feet the chord of said arc bears South 82 degrees 02 minutes 01 second West, for a distance of 33.00 feet to a point; thence along a line parallel to said centerline and tangent to the aforesaid curve South 81 degrees 27 minutes 23 seconds West, for a distance of 4.19 feet to the real place of beginning, containing 0.008 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. H. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72401007, Montgomery County Recorder's Office.

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PARCEL NO. 235-X-1 (CHANNEL)
THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 13 seconds West, for a distance of 1798.92 feet (dead) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2441.15 feet to the real place of beginning for the land herein described, said point being 45.15 feet right of and radially from Station 5 plus 10.58 of the centerline survey of the proposed Service Road and being in the proposed northerly right of way line of said Service Road; thence continuing along said property line North 5 degrees 20 minutes 26 seconds East, for a distance of 26.31 feet to the proposed northerly channel easement line; thence along said easement line the following two (2) courses and distances: South 67 degrees 40 minutes 27 seconds East, for a distance of 27.77 feet to a point 55.00 feet right of and radially from Station 4 plus 75.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 4 plus 75.00, South 13 degrees 39 minutes 54 seconds East, for a distance of 15.00 feet to a point in the proposed slope easement line; thence along said slope easement line, along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 330.00 feet for a distance of 26.57 feet, the chord of said arc bears South 73 degrees 47 minutes 26 seconds West, for a distance of 26.56 feet to a point in the proposed northerly right of way line of said Service Road, being 46.66 feet right of and radially from Station 5 plus 05.00 of the centerline survey of said Service Road; thence along said right of way line the following two (2) courses and distances: along a line radial to said centerline Station 5 plus 05.00, North 8 degrees 45 minutes 15 seconds West, for a distance of 5.00 feet to a point; thence South 83 degrees 27 minutes 51 seconds West, for a distance of 4.87 feet to the real place of beginning, containing 0.015 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. M. Linney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72401C02, Montgomery County Recorder's Office.

PARCEL NO. 235-X-2 (CHANNEL)
THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1798.52 feet (dead) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2339.85 feet to the real place of beginning for the land herein described, said point being in the proposed channel easement line 51.09 feet left of Station 5 plus 31.12 of the centerline survey of the proposed Service Road; thence continuing along said property line North 5 degrees 20 minutes 26 seconds East, for a distance of 11.55 feet to a proposed slope easement line; thence along said slope easement line, along the arc of a curve to the left parallel to the centerline of said Service Road for a distance of 4.12 feet to a point; thence along the arc of a curve to the left parallel to the centerline of said Service Road, the chord of said curve bearing a radius of 390.00

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feet for a distance of 35.01 feet, the chord of said arc bears North 82 degrees 02 minutes 01 second East, for a distance of 35.00 feet to a point in the proposed right of way line of said Service Road, being 40.00 feet left of and radially from Station 4 plus 95.00 of the centerline survey of said Service Road; thence along said right of way line the following three (3) courses and distances: along a line radial to said centerline Station 4 plus 95.00, South 10 degrees 23 minutes 27 seconds East, for a distance of 5.69 feet to a point; thence North 77 degrees 33 minutes 47 seconds East, for a distance of 28.21 feet to a point, being 45.00 feet left of and radially from Station 4 plus 70.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 4 plus 70.00, North 14 degrees 29 minutes 00 seconds West, for a distance of 5.00 feet to a point in a proposed slope easement line; thence along said slope easement line, along the arc of a curve to the left parallel to said centerline and having a radius of 390.00 for a distance of 273.00 feet, the chord of said arc bears North 55 degrees 27 minutes 50 seconds East, for a distance of 267.46 feet to a point in the proposed channel easement line, being 46.80 feet left of and radially from Station 2 plus 25.00 of the centerline survey of said Service Road; thence along said proposed channel easement line the following six (6) courses and distances; along a line radial to said centerline Station 2 plus 25.00, South 54 degrees 35 minutes 23 seconds East, for a distance of 15.00 feet to a point; thence South 23 degrees 10 minutes 35 seconds West, for a distance of 94.64 feet to a point; thence South 54 degrees 04 minutes 12 seconds West, for a distance of 190.28 feet to a point; thence North 70 degrees 56 minutes 31 seconds West, for a distance of 75.90 feet to a point, being 65.90 feet left of and radially from Station 5 plus 00.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 5 plus 00.00, North 9 degrees 34 minutes 20 seconds West, for a distance of 10.00 feet to a point; thence South 84 degrees 18 minutes 57 seconds West, for a distance of 35.57 feet to the real plane of beginning, containing 0.319 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. M. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72401C02, Mangano County Recorder's Office.

PARCEL NO. 235-X-3 (GRINNEE);
THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West, for a distance of 1794.82 feet (deed) to the owners' southwesterly property corner; thence along the owners' westerly property line North 5 degrees 20 minutes 26 seconds East, for a distance of 2506.62 feet (deed) to the owners' northwesterly property corner in the existing centerline of Upper Road; thence along said centerline, being also the owners' northerly property line South 79 degrees 08 minutes 12 seconds East, for a distance of 362.45 feet to a point; thence along the proposed northwesterly right of way line of the proposed Service Road the following two (2) courses and distances: South 12 degrees 40 minutes 51 seconds West, for a distance of 30.00 feet to a point; thence North 76 degrees 26 minutes 18 seconds West, for a distance of 35.00 feet to the real plane of beginning; thence continuing along said proposed right of way line North 42 degrees 42 minutes 49 seconds East, for a distance of 37.01 feet to a point in a proposed slope easement line; thence along said slope easement line North 10 degrees 51 minutes 12 seconds East, for a distance of 13.00 feet to a point; thence

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continuing along said slope easement line along the arc of a curve to the right, parallel to the centerline of said Service Road and having a radius of 310.00 feet for a distance of 172.72 feet, the chord of said arc bears South 25 degrees 42 minutes 58 seconds West, for a distance of 170.49 feet to a point, being 40.00 feet right of and radially from Station 2 plus 70.00 of the centerline survey of said Service Road; thence along the proposed northwesterly channel easement line the following three (3) courses and distances: thence along a line radial to said centerline Station 2 plus 70.00, North 47 degrees 13 minutes 23 seconds West, for a distance of 19.00 feet; thence along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 300.00 feet for a distance of 167.14 feet, the chord of said arc bears North 26 degrees 48 minutes 58 seconds East, for a distance of 164.99 feet to a point; thence North 49 degrees 09 minutes 42 seconds West, for a distance of 63.65 feet to the proposed southerly right of way line of Lyons Road; thence along said right of way line South 88 degrees 26 minutes 18 seconds East, for a distance of 45.38 feet to the real place of beginning, containing 0.068 of an acre, more or less.

The description for this parcel is based on a centerline survey made by J. M. Kirney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72401C02, Montgomery County Recorder's Office.

PARCEL NO. 235-T-1 (TEMPORARY)
A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West for a distance of 1798.82 feet (deed) to the owners' southwesterly property corner, thence along the owners' westerly property line, North 5 degrees 22 minutes 26 seconds East for a distance of 2467.16 feet to a proposed channel easement line being 70.41 feet right of and radially from Station 5 plus 03.16 of the centerline survey of the proposed Service Road; thence along said channel easement line South 67 degrees 40 minutes 27 seconds East for a distance of 27.77 feet to the real place of beginning for the land herein described, being 55.00 feet right of and radially from Station 4 plus 75.00 of the centerline survey of said Service Road; thence along the proposed northwesterly temporary easement line along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 325.00 feet for a distance of 337.14 feet, the chord of said arc bears North 43 degrees 35 minutes 44 seconds East for a distance of 319.02 feet to a point; thence continuing along said easement line, tangent to the aforementioned curve and parallel to said Service Road centerline, North 19 degrees 51 minutes 18 seconds East for a distance of 2.89 feet to a point in a proposed channel easement line; thence continuing along said channel easement line the following three (3) courses and distances: South 19 degrees 08 minutes 42 seconds East for a distance of 5.77 feet to a point; thence along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 300.00 feet for a distance of 167.14 feet, the chord of said arc bears South 26 degrees 48 minutes 58 seconds West for a distance of 164.99 feet to a point being 50.60 feet right of and radially from Station 1 plus 70.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 1 plus 70.00, South 47 degrees 13 minutes 23 seconds East for a distance of 19.00 feet to a point in a proposed slope easement line; thence along said slope easement line, along the arc of a curve to the right parallel to the centerline of said Service Road and having a radius of 310.00 feet for a distance of 172.72 feet, the chord of said arc bears South 25 degrees 42 minutes 58 seconds West for a distance of 170.49 feet to a point in a proposed channel easement line, being 70.41 feet right of and radially from

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Station 4 plus 75.00 of the centerline survey of said Service Road; thence along said proposed easement line, said line being radial to said centerline Station 4 plus 75.00, North 13 degrees 39 minutes 54 seconds West for a distance of 15.00 feet to the real place of beginning, containing 0.080 of an acre, more or less.

The description for this parcel is based on a centerline survey by A. H. Kinney and Associates under the direction of A. E. Wall, Registered Surveyor No. 424.

PARCEL NO. 235-1-2 (TEMPORARY)
A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12, North 82 degrees 25 minutes 18 seconds West for a distance of 1798.82 feet (dead) to the owners' southwesterly property corner; thence along the owners' westerly property line, North 5 degrees 20 minutes 26 seconds East for a distance of 2806.62 feet (dead) to the owners' northwesterly property corner in the existing centerline of Lyons Road; thence along said centerline being also the owners' northerly property line, South 79 degrees 08 minutes 42 seconds East, for a distance of 337.45 feet to a point in the proposed easterly right of way line of the Service Road; thence along said right of way line the following two (2) courses and distances: South 10 degrees 51 minutes 18 seconds West for a distance of 45.00 feet to a point; thence South 77 degrees 39 minutes 23 seconds West for a distance of 48.96 feet to the real place of beginning for the land herein described; thence along the proposed easterly temporary easement line the following two (2) courses and distances: thence parallel to the centerline of said Service Road, South 10 degrees 51 minutes 18 seconds West for a distance of 10.72 feet to a point; thence along the arc of a curve to the right, parallel to the centerline of said Service Road and having a radius of 405.00 feet for a distance of 173.57 feet, the chord of said arc bears South 23 degrees 07 minutes 58 seconds West for a distance of 177.25 feet to a point being 55.00 feet left of and radially from Station 2 plus 25.00 of the centerline survey of said Service Road, said point also being in a proposed channel easement line; thence along said channel easement line radial to said centerline Station 2 plus 25.00 North 54 degrees 35 minutes 23 seconds West for a distance of 15.00 feet to a point in a proposed slope easement line; thence along said easement line, along the arc of a curve to the left parallel to the centerline of said Service Road and having a radius of 390.00 feet for a distance of 167.14 feet, the chord of said arc bears North 23 degrees 07 minutes 58 seconds East for a distance of 165.87 feet to a point; thence continuing along said easement line parallel to the centerline of said Service Road and tangent to the aforesaid curve North 10 degrees 51 minutes 18 seconds East for a distance of 4.29 feet to a point in the proposed easterly right of way line of said Service Road; thence along said right of way line North 77 degrees 39 minutes 23 seconds East for a distance of 16.32 feet to the real place of beginning, containing 0.061 of an acre, more or less.

The description for this parcel is based on a centerline survey by A. H. Kinney and Associates under the direction of A. E. Wall, Registered Surveyor No. 424.

PARCEL NO. 235-1-3 (TEMPORARY)
A TEMPORARY RIGHT TO RESTORE, GRADE AND SEED

Commencing at the southeasterly corner of said Section 12; thence along the southerly line of said Section 12; North 82 degrees 25 minutes 18 seconds West for a distance of 1798.82 feet (dead) to the owners' southwesterly property corner; thence along the owners' westerly property line, North

78 601C02

5 degrees 20 minutes 26 seconds East for a distance of 2350.16 feet to a point being 63.60 feet left of Station 5 plus 33.35 of the centerline survey of the proposed Service Road and being the real place of beginning for the land herein described; thence continuing along said property line, North 5 degrees 20 minutes 26 seconds East for a distance of 9.69 feet to a proposed channel easement line; thence along said channel easement line the following two (2) courses and distances: North 84 degrees 18 minutes 57 seconds East for a distance of 35.37 feet to a point being 55.00 feet left of and radially from Station 5 plus 00.00 of the centerline survey of said Service Road; thence along a line radial to said centerline Station 5 plus 00.00, South 9 degrees 34 minutes 20 seconds East for a distance of 10.00 feet to a point; thence along the proposed southerly temporary easement line, South 85 degrees 01 minute 15 seconds West for a distance of 37.90 feet to the real place of beginning, containing 0.008 of an acre, more or less.

The description for this parcel is based on a centerline survey by A. M. Kinney and Associates under the direction of A. E. Wall, Registered Surveyor No. 424.

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

PARCEL NO. 235-X-4 (CHANNEL)
THE RIGHT TO CONSTRUCT AND MAINTAIN A CHANNEL

Commencing at a point in the northerly property line of the owners in the centerline of Lyons Road, where it intersects the centerline of the new Service Road, said point being Station 32 plus 00 of the centerline survey of Lyons Road and Station 5 plus 00 centerline survey of said Service Road; thence along said north property line of the owners and the centerline of Lyons Road, South 79 degrees 08 minutes 42 seconds East, 100.00 feet to a point being centerline survey Station 33 plus 00 Lyons Road; thence South 10 degrees 51 minutes 18 seconds West, 16.50 feet to the true place of beginning in the existing south right of way line of Lyons Road; thence along the last named line, South 79 degrees 08 minutes 42 seconds East, 760.00 feet to a point being 16.50 feet right of centerline survey Station 40 plus 60 Lyons Road; thence South 10 degrees 51 minutes 18 seconds West, 18.50 feet to a point, being 35.00 feet right of centerline survey Station 40 plus 60 Lyons Road; thence North 79 degrees 33 minutes 36 seconds West, 760.07 feet to a point, being 45.00 feet right of centerline survey Station 33 plus 00 Lyons Road; thence North 10 degrees 51 minutes 18 seconds East, 28.50 feet to the true place of beginning and containing 0.410 of an acre, more or less.

The description for this parcel is based on a centerline survey made by A. M. Kinney & Associates, under the direction of A. E. Wall, Registered Surveyor No. 424.

Owners claim title by instrument of record in Micro Fiche No. 72461C02, Montgomery County Recorder's Office.

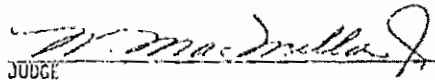
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be and the same is duly vested in the State of Ohio, free and clear of all claims of the owners of said land and any person or persons having an interest therein to-wit:

<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
Donald L. Huber	4020 Lake Village Center, Newfield Trotwood, Ohio 45246
First National Bank	1 First National Plaza Dayton, Ohio 45402
Ohio Bell Telephone	369 West First Street Dayton, Ohio 45402
Treasurer of Montgomery County, Ohio	Dayton, Ohio 45402
Auditor of Montgomery County, Ohio	Dayton, Ohio 45402
The Dayton Power and Light Company	Courthouse Plaza Southwest Dayton, Ohio 45402

It is further ORDERED that should it not be necessary for Plaintiff to appropriate or in any way affect the earlier right of way and easement of Defendant, The Dayton Power and Light Company, in order to construct the facilities of Plaintiff, then the within appropriation is subject to said prior right of way and easement subject, however, to the superior rights of the Department of Transportation to fully maintain their highway at any future date; and should it be necessary for the Defendant, The Dayton Power and Light Company, to relocate its facilities as a result of said appropriation by Plaintiff, said Defendant shall be reimbursed by Plaintiff for its reasonable relocation costs pursuant to Utility Agreement No. 1800 dated April 25, 1973 currently in existence between Plaintiff and Defendant, The Dayton Power and Light Company.

It is further ORDERED that a certified copy of this Entry be transmitted to the County Auditor for the purpose of making proper notations relative to transfer of title, if any, and changes of tax valuation and liability therefore, if any, that the County Auditor transmit same to County Recorder for recording in the Deed Records of this County; that the landowners pay from this deposit any taxes required to be paid pursuant to law; and that the Director of Transportation of the State of Ohio pay all court costs herein accrued, and that a record be made of these proceedings according to law.


JUDGE

78 601C04

WILLIAM J. BROWN
ATTORNEY GENERAL
STATE OF OHIO

William J. Brown

DONALD L. GUITAR
Assistant Attorney General
Chief, Transportation Section

Edward J. Donnellon

EDWARD J. DONNELLON
Assistant Attorney General

John Petzold

JOHN PETZOLD
Attorney for Defendant, Donald L. Huber

James R. Mack

JAMES R. MACK
Attorney for Defendant
The Dayton Power and Light Company

Robert M. Dellinger for

CHRIS R. VAN SCHAIK
Assistant Prosecuting Attorney
Attorney for Defendants
Auditor of Montgomery County
and Treasurer of Montgomery County, Ohio

JOE D. PEGG
RECORDER

OCT 24 10 53 AM '78

MONTGOMERY CO., OHIO
RECORDED

*No fee
(Corrected copy
of page)*

I hereby certify this to be a true
and correct copy.

Witness my hand and seal this *24th*
day of *June* 19*78*

L. JUNIOR MORRIS, Clerk
Clerk of Common Pleas
Court of Montgomery County, Ohio

By *M. Cunningham*
Deputy

78 601C05

over for filing

ELECTRIC RIGHT OF WAY GRANT

Know All Men by These Presents:

That DONALD L. HUBER (hereinafter called "Grantor") in consideration of One Dollar (\$1.00) to him paid by The Dayton Power and Light Company, Courthouse Plaza Southwest, Dayton, Ohio (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, do hereby grant and convey unto Grantee, its successors and assigns forever, a right of way and easement for lines for the transmission and/or distribution of electric energy 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, structures, and appurtenant wires, cables, conduits, manholes, anchors, grounding systems, counterpoises, communication circuits, equipment and all other apparatus and fixtures 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 said facilities at any time, subject to the conditions hereinafter contained, in, upon, over, under and through the following described premises:

Situated in Miami Township, Montgomery County, Ohio.

And being a tract of land containing 77.239 acres, more or less, situated in part of Section 12, Town 2, Range 5 MRS and being a part of the premises described in a special warranty deed recorded on Microfiche No. 72-401-002 of the deed records of Montgomery County, Ohio.

Said right of way and easement shall be 10 feet in width and the centerline shall be approximately along the following course:

Beginning at a point in a southerly property line (which is also the northerly property line of Quality Beer Distributors Inc.'s 24.168 acre tract) 45 feet westwardly from the easterly property line (which is also the easterly line of said Section 12); thence northwardly parallel to and 45 feet westwardly from the aforesaid easterly property line 850 feet, more or less, to a point in a northerly property line (which is also the southerly property line of Wilson Adams' 1.0128 acre tract).

Also beginning at a point in a southerly property line (which is also a northerly property line of Wilson Adams' 5.6908 acre tract) 45 feet westwardly from the said easterly property line; thence northwardly parallel to and 45 feet westwardly from the said easterly property line 427.7 feet, more or less, to a point in a northerly property line (which is also the centerline of Lyons Road).

Also beginning at a point in the above described easement said point being 45 feet westwardly from the said easterly property line and 35 feet southwardly at right angles to the said northerly property line; thence westwardly parallel to and 35 feet southwardly from the said northerly property line 1437 feet, more or less, to a point (passing point 'A' at 1392 feet).

Also beginning at said point 'A'; thence northwardly with an angle of 90° from the aforesaid described line 35 feet, more or less, to a point in the said northerly property line.

Also beginning at said point 'A'; thence southwardly with an angle of 90° from the third described line 27 feet, more or less, to a point.

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

Said Grantor and Grantee further agree, each with the other, as follows:

1. Grantee, its successors and assigns, by its employees and agents, shall have the right of ingress and egress over the right of way and the adjoining premises of Grantor to add to, construct, reconstruct, repair, maintain, use or remove its said facilities or parts thereof, and to cut, trim and remove or otherwise control such trees, 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 for the transmission and/or distribution of electric energy thereby, and to pile dirt, material and equipment on the surface of said right of way and easement during periods of construction and/or maintenance.

2. It is further agreed between the parties hereto that in the event said pole line herein described, interferes with any contemplated improvements of said premises, then and in that event The Dayton Power and Light Company, its successors and assigns, and at its own expense will relocate said pole line to another location on said premises mutually satisfactory to the Grantors and Grantee herein.

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

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

4. Grantor, his heirs, successors and assigns, 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.

4A. In the event that Washington Church Road and Lyons 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 south of the road as widened or relocated.

5. Grantee, its successors and assigns, shall use said right of way and easement, at least in part, within twenty-five (25) years from the date of the grant hereof or the same shall become void and shall revert to the then owners of that part of the premises to which said right of way and easement applies.

~~RECORDED IN THE OFFICE OF THE CLERK OF THE COURT OF COMMON PLEAS, MONTGOMERY COUNTY, OHIO, ON NOVEMBER 12, 1980, AT 9:59 AM. BY VICKI D. PEGG, RECORDER.~~

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

IN WITNESS WHEREOF, the Undersigned has hereunto subscribed his name this 3 day of Nov, 1980.

Witnesses

Grantors:

Signed and acknowledged in the presence of:

Betty Panchell
Donald L. Huber
Victoria A. Huber his wife
VICKI D. PEGG
RECORDER

Dec 19 9 59 AM '80

MONTGOMERY CO., OHIO
STATE OF OHIO, COUNTY OF MONTGOMERY, 1980

BE IT REMEMBERED, that on the 3rd day of November in the year of our Lord One Thousand Nine Hundred and Eighty, before me, the subscriber, a Notary Public in and for said County, personally came Donald L. Huber the Grantor in the foregoing instrument, and acknowledged the signing thereof to be his 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.

Harry J. W. Frantz
Notary Public

HARRY J. W. FRANTZ, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 11, 1981

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

12/10 1980
H. J. Carter

6/17 PM
No. 41668 K. E. Ruth
Donald L. Huber

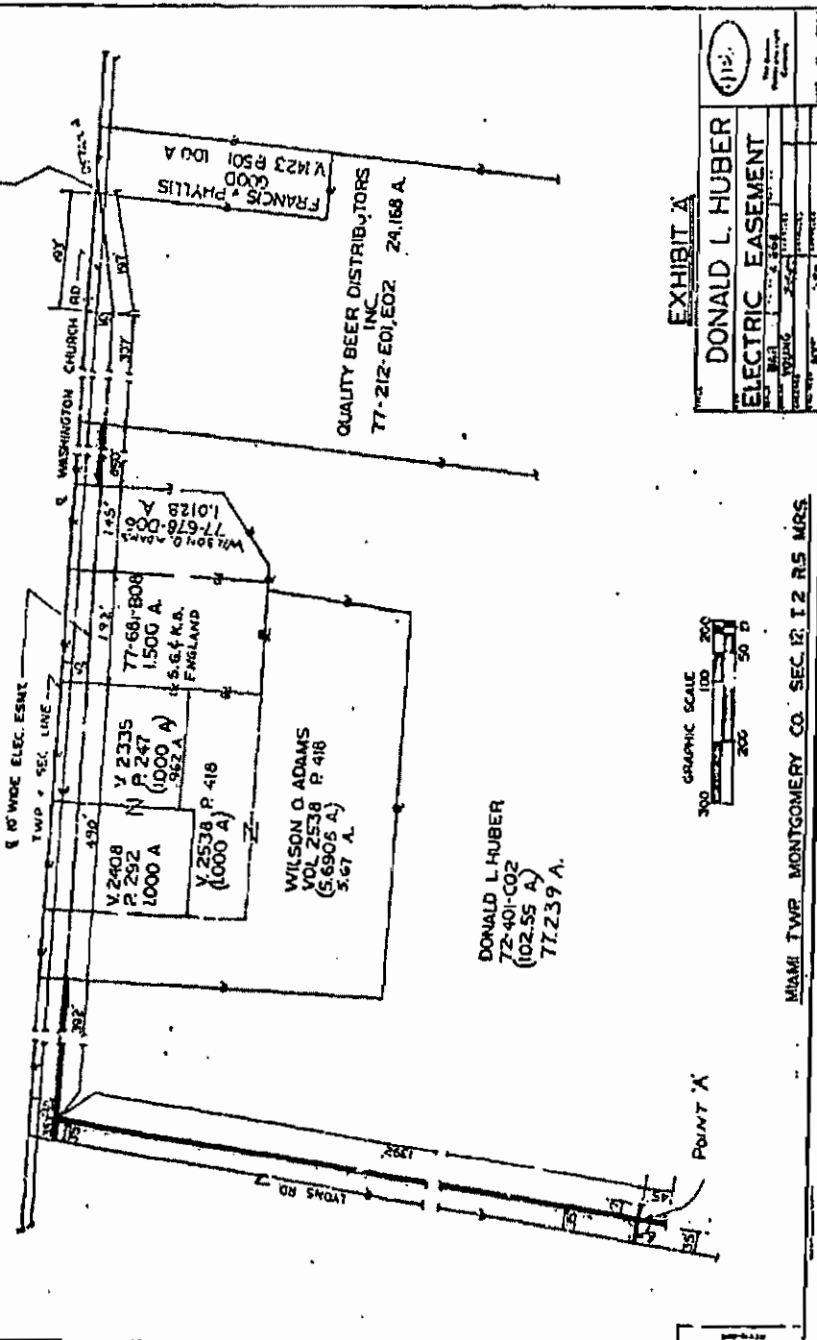
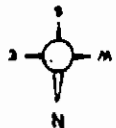
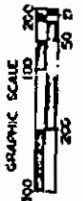


EXHIBIT 'A'

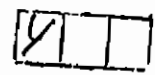
DONALD L. HUBER
ELECTRIC EASEMENT



MIAMI TWP. MONTGOMERY CO. SEC. 12. T2 R5 MRS.

#13

11736



VICTOR P. PLOV
RECORDER

3800 M

JUN 30 2 38 PM '86

MONTGOMERY CO. OHIO
RECORDED

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made as of this

June 26, 1986 by and among THE MEAD CORPORATION
("Mead"), an Ohio corporation, MEAD LAND SERVICES, INC.

("MLS"), an Ohio corporation and DONALD L. HUBER ("Huber"),
under the following circumstances:

A. Mead is the owner of the following real property situate in Miami Township, Montgomery County, Ohio, consisting of approximately 16.137 acres of land as described in Exhibit A-1 hereto (the "Mead Parcel"). MLS is the owner of real property adjacent to the 16.137 Acre Parcel, consisting of approximately .696 acres of land described in Exhibit A-2 hereto (the "MLS Parcel").

B. Huber is the owner of certain real property situate in Miami Township, Montgomery County, Ohio located adjacent to the Mead Parcel and the MLS Parcel and particularly described in Exhibit B hereto (the "Huber Parcel").

C. Mead and MLS desire to obtain a non-exclusive easement for vehicular and pedestrian access and roadway purposes over a portion of the Huber Parcel and Huber desires to obtain a nonexclusive easement for vehicular and pedestrian access and roadway purposes over a portion of the Mead Parcel and the MLS Parcel on the terms and conditions hereinafter provided.

NO TRANSFER NEEDED
ROBERT L. ROSENBERG
MONT. COUNTY AUDITOR

JUN 30 2 38 PM '86

NOW, THEREFORE, in consideration of the mutual agreements contained herein, Mead, MLS and Huber hereby agree as follows:

1. Grant of Cross-Easements. Mead hereby grants to Huber and MLS, on the terms and conditions contained in

this Agreement, a perpetual non-exclusive easement on, over and across the portion of the Mead Parcel described in Exhibit C-1 hereto (the "Mead Easement Parcel") for vehicular and pedestrian access and roadway purposes. MLS hereby grants to Huber and Mead, on the terms and conditions contained in this Agreement, a perpetual non-exclusive easement on, over and across the portion of the MLS Parcel described in Exhibit C-2 hereto (the "MLS Easement Parcel") for vehicular and pedestrian access and roadway purposes. Huber hereby grants to Mead and MLS, on the terms and conditions contained in this Agreement, a perpetual non-exclusive easement on, over and across the portion of the Huber Parcel described in Exhibit D hereto (the "Huber Easement Parcel") for vehicular and pedestrian access and roadway purposes.

The Mead Easement Parcel, the MLS Easement Parcel and the Huber Easement Parcel are sometimes hereinafter referred to collectively as the "Easement Parcels" or individually as an "Easement Parcel". Mead, MLS and Huber each reserve with respect to the Easement Parcel which it owns, the right to use such Easement Parcel for pedestrian and vehicular access and roadway purposes and any other purposes which do not interfere with either's use of such Easement Parcel as a driveway.

Such easements shall be for the benefit of, and usable by, the respective employees, agents, officers, tenants, customers, business visitors, licensees and invitees of Mead, MLS and Huber and their tenants, and all persons claiming by or through them, and their successors and assigns.

2. Construction of Driveway. (a) Either Mead, MLS or Huber shall have the right from time to time to construct and install a paved driveway (the "Driveway") on the Easement Parcels or any portion thereof; provided that prior to the commencement of any such construction or installation, the party who proposes to undertake such work shall obtain the approval of the plans and specifications for such Driveway from the other parties, which approval shall not be unreasonably withheld. The party who shall construct or install the Driveway is hereinafter referred to as the "Builder". The Builder shall be responsible for and shall pay 100% of all costs incurred in connection with the construction and installation of the Driveway, including without limitation all design and engineering costs, permit fees and bonds, etc. (all of which costs are hereinafter referred to as the "Construction Costs"). The Builder shall not permit any mechanic's liens arising out of such construction to be filed and if any such liens are filed the Builder will promptly cause the same to be released and discharged of record.

(b) If Huber shall be the Builder, then neither Mead nor MLS shall be liable for the payment of any Construction Costs until such time as either Mead or MLS, or their successors and assigns, or any tenant or other person claiming by, through or under Mead or MLS or their successors and assigns, begins to use the Driveway. Immediately after such use begins and upon demand of the Builder, the following sum shall be reimbursed by Mead and MLS to the Builder: 50% of the Construction Costs, plus interest thereon from the date that the Driveway was sufficiently complete to be available for use (the "Date of Substantial Completion"), at the rate of interest per annum announced from time to time by Bank One, Dayton, NA as its prime lending rate, with each change in such prime lending rate being effective on the effective date of such change. Such interest shall be compounded annually. The 50% of the Construction Costs, plus interest, which may become payable by Mead and MLS pursuant to this Paragraph 2(b) shall be allocated between Mead and MLS in such manner as they shall determine. The Builder shall file in the Montgomery County, Ohio Recorder's Office, an affidavit stating the Date of Substantial Completion. A copy of such affidavit shall be sent to Mead and MLS.

(c) If either Mead or MGS shall be the Builder, then Huber shall not be liable for the payment of any Construction Costs until such time as Huber, or his successors and assigns, or any tenant or other person claiming by or through or under Huber or his successors and assigns, begins to use the Driveway. Immediately after such use begins and upon demand of the Builder, Huber shall reimburse the Builder for 50% of the Construction Costs, plus interest thereon from the Date of Substantial Completion, at the rate of interest per annum announced from time to time by Bank One, Dayton, NA as its prime lending rate, with each change in such prime lending rate being effective on the effective date of such change. Such interest shall be compounded annually. The Builder shall file in the Montgomery County, Ohio Recorder's Office, an affidavit stating the Date of Substantial Completion. A copy of such affidavit shall be sent to Huber.

(d) Notwithstanding Paragraphs 2(b) and (c), after a period of 20 years from the Date of Substantial Completion, all parties hereto, and their successors and assigns, shall be permitted to use the Driveway without obligation for the reimbursement of 50% of the Construction Costs or the payment of interest; provided that upon commencement of use of the Driveway by a party who was not the Builder or its successors and assigns after such 20-year

period, such party shall be liable for a portion of the maintenance, repair and replacement cost as set forth in Paragraph 2(e) below.

(e) The Builder shall be responsible for the performance of all maintenance, repair and replacement of the Driveway as it determines to be necessary or desirable and as may be reasonably requested by the other parties using the Driveway. So long as the Driveway is used only by the Builder or its successors or assigns or any tenant or other person whose rights are derived from the Builder or its successors and assigns, the Builder shall be liable for 100% of costs paid and incurred for such maintenance, repair and replacement of the Driveway. However, if Huber was the Builder, then at such time as either Mead or MLS, their successors and assigns or any person or tenant claiming by, through or under Mead or MLS or its successors and assigns, shall begin to make use of the Driveway, the Builder shall be liable for 50% of all such costs accruing thereafter and Mead and MLS shall be liable for 50% of all such costs accruing thereafter. The 50% of such costs which may become payable by Mead and MLS pursuant to this Paragraph 2(e) shall be allocated between Mead and MLS in such manner as they shall determine. If, either Mead or MLS was the Builder, then at such time as Huber, his successors and assigns or any person or tenant claiming by, through or

under Huber or his successors and assigns, shall begin to make use of the Driveway, the Builder and Huber shall each be liable for 50% of all such costs accruing thereafter.

3. Covenants Running with Land. The provisions of this Agreement shall run with the land and be binding upon Mead, MLS and Huber and their respective successors in title to all or part of the Mead Parcel, the MLS Parcel and the Huber Parcel, respectively, but only during and with respect to such periods of time as such parties shall be the record owners of the Mead Parcel, the MLS Parcel and the Huber Parcel, respectively. The provisions of this Agreement shall inure to the benefit of all of the parties described in Paragraph 1.

4. Condemnation Proceedings. Mead, MLS and Huber acknowledge that complaints for appropriation with respect to portions of their respective Easement Parcels have been filed by the Board of County Commissioners of Montgomery County, Ohio in the Common Pleas Court of Montgomery County, Ohio, Civil Division, and agree that the grant of the easements and rights evidenced by this Agreement is made subject to such complaints and the final judgment or terms of settlement reached in connection therewith.

5. Release of Dower. Veronica Huber, wife of Donald L. Huber, releases to Mead and MLS all rights of

dower with respect to the interest in the Huber Parcel conveyed hereby to Mead and MLS.

6. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been effectively given when hand delivered or mailed by United States registered or certified mail, postage prepaid, addressed as follows:

If to Huber: Donald L. Huber
4504 Far Hills Avenue
Dayton, Ohio 45429

If to Mead: The Mead Corporation
Courthouse Plaza N.E.
Dayton, Ohio 45463
Attn: Director, Corporate Real Estate

If to MLS: Mead Land Services, Inc.
Courthouse Plaza N.E.
Dayton, Ohio 45463
Attn: President

Either party may from time to time change its address for purposes hereof by giving notice of such change to the other party, but no such change shall be deemed to be effective until notice thereof is actually received by the party to whom it is directed.

7. Exhibits. All Exhibits attached hereto and herein are hereby made a part of this Agreement.

WITNESS the execution hereof as of the date first written above.

Signed and Acknowledged in the Presence of:

THE MEAD CORPORATION

Mary Elizabeth Ticknor
Celeste M. Kniss

By W. D. Ticknor
W. D. Ticknor
Vice President

HEAD LAND SERVICES, INC.

Mary Elizabeth Ticknor
Celeste M. Kniss

By John J. Dues
John J. Dues
President

Elizabeth Smith
Kelley Keddler

Donald L. Huber
Donald L. Huber
Veronica Huber
Veronica Huber

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

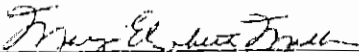
The foregoing instrument was acknowledged before me this 26th day of June, 1986 by W. D. Ticknor, Vice President of THE MEAD CORPORATION, an Ohio corporation, on behalf of the corporation.

Mary Elizabeth Ticknor
Notary Public

MARY ELIZABETH MILBURN, Notary Public
In and for the State of Ohio
My Commission Expires Apr. 8, 1988

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me
this 26th day of June, 1986, by John W. Dues,
President of MEAD LAND SERVICES, INC., an Ohio corporation,
on behalf of the corporation.

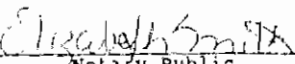


Notary Public

MARY ELIZABETH MILBURN, Notary Public
In and for the State of Ohio
My Commission Expires Apr. 3, 1988

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me
this 30 day of January, 1986, by Donald L.
Huber, and Veronica Huber, husband and wife.



Notary Public

BETH SMITH, Notary Public
In and for the State of Ohio
My Commission Expires June 29, 1988

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

EXHIBIT A-1

LJB LOCKWOOD, JONES & BEALS INC.

MEAD TOWER
Courthouse Plaza N.E. • Dayton, Ohio 45402 • (513) 228-6142

SOUTHEAST CORNER NEWMARK DRIVE AT LYONS ROAD
16.137 ACRE PARCEL

SITUATED IN SECTION 12, TOWN 2, RANGE 5, M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO AND BEING LAND CONVEYED TO THE MEAD CORPORATION IN MICROFICHE #86-0015D05 OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID HUBER TRACT, SAID LINE BEING THE EAST LINE OF A TRACT OF LAND CONVEYED TO BURT LAKE ASSOCIATES IN MICROFICHE #78-98803 OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NEWMARK DRIVE; THENCE WITH THE SOUTH LINE OF SAID NEWMARK DRIVE ON A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET FOR 32.16 FEET AS MEASURED ON THE ARC. THE CHORD OF THE JUST DESCRIBED CURVE BEARS NORTH 79°-04'-29" EAST FOR 32.15 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE; THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE SOUTH 13°-20'-59" EAST FOR 15.00 FEET TO A POINT; THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE ON A CURVE TO THE LEFT HAVING A RADIUS OF 395.00 FEET FOR 28.21 FEET AS MEASURED ON THE ARC. THE CHORD OF THE JUST DESCRIBED CURVE BEARS NORTH 74°-36'-16" EAST FOR 28.20 FEET TO A POINT; THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE NORTH 17°-26'-30" WEST FOR 15.00 FEET TO A POINT; THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE ON A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET FOR 426.16 FEET AS MEASURED ON THE ARC. THE LONG CHORD OF THE JUST DESCRIBED CURVE BEARS NORTH 40°-25'-50" EAST FOR 404.18 FEET TO THE POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE; THENCE NORTH 75°-06'-19" EAST FOR 76.16 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LYONS ROAD; THENCE NORTH 08°-18'-09" EAST FOR 45.50 FEET TO A POINT ON THE CENTERLINE OF LYONS ROAD; THENCE ALONG THE CENTERLINE OF SAID LYONS ROAD SOUTH 81°-41'-51" EAST FOR 323.33 FEET TO A POINT; THENCE ON A NEW DIVISION LINE THROUGH SAID HUBER TRACT SOUTH 3°-00'-00" WEST FOR 1007.60 FEET TO A POINT; THENCE NORTH 77°-30'-30" WEST FOR 97.94 FEET TO A POINT; THENCE SOUTH 79°-34'-55" WEST FOR 268.41 FEET TO A POINT; THENCE SOUTH 39°-04'-25" WEST FOR 87.56 FEET TO A POINT; THENCE SOUTH 56°-18'-10" WEST FOR 93.17 FEET TO A POINT; THENCE SOUTH 49°-36'-15" WEST FOR 304.38 FEET TO A POINT IN THE EAST LINE OF SAID BURT LAKE ASSOCIATES TRACT AND THE WEST LINE OF SAID HUBER TRACT; THENCE WITH THE COMMON LINE BETWEEN SAID BURT LAKE ASSOCIATE TRACT AND THE SAID HUBER TRACT NORTH 3°-14'-26" EAST FOR 1013.29 FEET TO THE POINT OF BEGINNING. CONTAINS 16.137 ACRES MORE OR LESS.

SUBJECT TO 0.224 ACRES OF EXISTING 30 FOOT RIGHT OF WAY FOR LYONS ROAD.

REVISED 6/12/86

LY16137A.WRF

DAYTON OFFICE:
1563 East Dorothy Lane
Dayton, Ohio 45426 • (513) 263-0967

DEED 85-0344 B08

GREATER CINCINNATI OFFICE:
2643 Crescent Springs Road
Covington, Ky., 41017 • (606) 331-1079

EXHIBIT A-2

LJB LOCKWOOD, JONES & BEALS INC.

MEAD TOWER

Courthouse Plaza N.E. • Dayton, Ohio 45402 • (513) 228-8942

0.696 ACRE LAND PURCHASE

SITUATED IN SECTION 12, TOWN 2, RANGE 5 M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO, AND BEING A 0.696 ACRE PURCHASE OUT OF LAND CONVEYED TO MEAD LAND SERVICES, INC. AS RECORDED IN MICROFICHE NO. OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF LYONS ROAD, SAID POINT ALSO BEING ON THE EAST LINE OF SECTION 12 (MIAMI TOWNSHIP AND WASHINGTON TOWNSHIP LINE); THENCE WITH THE CENTERLINE OF SAID LYONS ROAD NORTH 81°-41'-51" WEST FOR 1022.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LYONS ROAD CENTERLINE ON A NEW LINE SOUTH 08°-18'-09" WEST FOR 808.09 FEET TO A POINT ON THE EAST LINE OF A 16.137 ACRE PARCEL CONVEYED TO THE MEAD CORPORATION BY DEED RECORDED IN MICROFICHE NO. 86-002505, MONTGOMERY COUNTY, OHIO DEED RECORDS, SAID POINT BEING A DISTANCE OF 196.03 FEET AS MEASURED ALONG THE EAST LINE OF SAID 16.137 ACRE MEAD PARCEL NORTH OF THE SOUTHEAST CORNER OF SAID 16.137 ACRE MEAD PARCEL; THENCE ALONG SAID EAST LINE NORTH 03°-00'-00" EAST FOR 811.57 FEET TO A POINT IN THE CENTERLINE OF SAID LYONS ROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID 16.137 ACRE MEAD PARCEL; THENCE ALONG SAID CENTERLINE SOUTH 81°-41'-51" EAST FOR 75.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 0.696 ACRES MORE OR LESS.

061286

EXHIBIT B

LjB **LOCKWOOD, JONES & BEALS INC.**

MEAD TOWER

Courthouse Plaza N.E. • Dayton, Ohio 45402 • (513) 228-8842

LYONS & WASHINGTON CHURCH ROAD
17.8 ACRES (DONALD L. HUBER M.F. 72-401002.

SITUATED IN SECTION 12, TOWN 2, RANGE 5 M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO AND BEING A NORTHERN PORTION OF LANDS CONVEYED TO DONALD L. HUBER BY DEED RECORDED IN M.F. 72-401002, AND BEING APPROXIMATELY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SECTION 12 (MIAMI TOWNSHIP AND WASHINGTON TOWNSHIP LINE), SAID POINT ALSO BEING ON THE CENTERLINE OF LYONS ROAD; THENCE WITH THE EAST LINE OF SECTION 12 SOUTH 03°-00'-00" WEST FOR 425.00 FEET TO A POINT; THENCE ALONG THE FOLLOWING SEVEN (7) COURSES:

NORTH 87°-00'-00" WEST FOR 593.00 FEET TO A POINT;
SOUTH 03°-00'-00" WEST FOR 644.00 FEET TO A POINT;
NORTH 73°-02'-00" WEST FOR 89.95 FEET TO A POINT;
NORTH 67°-33'-35" WEST FOR 208.88 FEET TO A POINT;
NORTH 64°-00'-15" WEST FOR 150.53 FEET TO A POINT;
NORTH 77°-30'-30" WEST FOR 78.49 FEET TO A POINT;
NORTH 03°-00'-00" EAST FOR 1008.00 FEET TO A POINT ON THE CENTERLINE OF SAID LYONS ROAD; THENCE WITH THE CENTERLINE OF SAID LYONS ROAD SOUTH 81°-41'-51" EAST FOR 1097.95 FEET TO THE POINT OF BEGINNING. CONTAINING 18.8 ACRES MORE OR LESS AND SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

EXCEPTING THE FOLLOWING 0.696 ACRE PARCEL:

SITUATED IN SECTION 12, TOWN 2, RANGE 5 M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO, AND BEING A 0.696 ACRE PURCHASE OUT OF LAND CONVEYED TO MEAD LAND SERVICES, INC. AS RECORDED IN MICROFICHE NO. _____ OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF LYONS ROAD, SAID POINT ALSO BEING ON THE EAST LINE OF SECTION 12 (MIAMI TOWNSHIP AND WASHINGTON TOWNSHIP LINE); THENCE WITH THE CENTERLINE OF SAID LYONS ROAD NORTH 81°-41'-51" WEST FOR 1022.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LYONS ROAD CENTERLINE ON A NEW LINE SOUTH 08°-18'-09" WEST FOR 808.09 FEET TO A POINT ON THE EAST LINE OF A 16.137 ACRE PARCEL CONVEYED TO THE MEAD CORPORATION BY DEED RECORDED IN MICROFICHE NO. 86-0025005, MONTGOMERY COUNTY, OHIO DEED RECORDS. SAID POINT BEING A DISTANCE OF 196.03 FEET AS MEASURED ALONG THE EAST LINE OF SAID 16.137 ACRE MEAD PARCEL NORTH OF THE SOUTHEAST CORNER OF SAID 16.137 ACRE MEAD PARCEL; THENCE ALONG SAID EAST LINE NORTH 05°-00'-00" EAST FOR 811.57 FEET TO A POINT IN THE CENTERLINE OF SAID LYONS ROAD. SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID 16.137 ACRE MEAD PARCEL; THENCE ALONG SAID CENTERLINE SOUTH 81°-41'-51" EAST FOR 75.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 0.696 ACRES MORE OR LESS.

EXHIBIT C-1

LJB **LOCKWOOD, JONES & BEALS INC.**

MEAD TOWER
Courthouse Plaza N.E. • Dayton, Ohio 45402 • (513) 228-6842

20 FOOT WIDE
ACCESS EASEMENT
THROUGH THE 16.137 ACRE PARCEL

SITUATED IN SECTION 12, TOWN 2, RANGE 5 M.R.S., MIAMI TOWNSHIP,
MONTGOMERY COUNTY, OHIO AND BEING A 20 FOOT WIDE ACCESS EASEMENT THROUGH
THE 16.137 ACRE PARCEL DESCRIBED IN EXHIBIT A-1 AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF LYONS ROAD, SAID POINT
ALSO BEING ON THE EAST LINE OF SECTION 12 (MIAMI TOWNSHIP AND WASHINGTON
TOWNSHIP LINE); THENCE WITH THE CENTERLINE OF SAID LYONS ROAD NORTH
81°-41'-51" WEST FOR 1097.95 FEET TO A POINT, SAID POINT BEING THE
NORTHEAST CORNER OF SAID 16.137 ACRE PARCEL AND THE NORTHWEST CORNER OF
A 0.696 ACRE PURCHASE OUT OF AN 17.8 ACRE PARCEL; THENCE LEAVING SAID
CENTERLINE OF LYONS ROAD ALONG THE EAST LINE OF SAID 16.137 ACRE PARCEL
SOUTH 03°-00'-00" WEST FOR 595.15 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE EAST LINE OF SAID 16.137 ACRE PARCEL SOUTH
03°-00'-00" WEST FOR 412.45 FEET (PASSING THE SOUTHERN POINT OF SAID
0.696 ACRE PURCHASE AT A DISTANCE OF 216.42 FEET) TO A POINT BEING THE
SOUTHEAST CORNER OF SAID 16.137 ACRE PARCEL; THENCE ALONG THE SOUTH LINE
OF SAID 16.137 ACRE PARCEL NORTH 77°-30'-30" WEST FOR 20.28 FEET; THENCE
LEAVING SAID SOUTH LINE NORTH 03°-00'-00" EAST FOR 193.62 FEET TO A
POINT; THENCE NORTH 08°-18'-09" EAST FOR 216.42 FEET TO THE TRUE POINT
OF BEGINNING. CONTAINING 0.139 ACRES MORE OR LESS AND SUBJECT TO ALL
LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

062486

EXHIBIT C-2

LJB **LOCKWOOD, JONES & BEALS INC.**

MEAD TOWER
Crownouse Plaza N.E. • Dayton, Ohio 45402 • (513) 228-6842

20 FOOT WIDE
ACCESS EASEMENT
THROUGH 0.696 ACRE LAND PURCHASE

SITUATED IN SECTION 12, TOWN 2, RANGE 5 M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO, AND BEING A 20 FOOT WIDE ACCESS EASEMENT BEING WEST OF THE EAST PROPERTY LINE OF THE 0.696 ACRE PARCEL DESCRIBED IN EXHIBIT A-2 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF LYONS ROAD, SAID POINT ALSO BEING ON THE EAST LINE OF SECTION 12 (MIAMI TOWNSHIP AND WASHINGTON TOWNSHIP LINE); THENCE WITH THE CENTERLINE OF SAID LYONS ROAD NORTH $81^{\circ}-41'-51''$ WEST FOR 1022.95 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID 0.696 ACRE PARCEL; THENCE LEAVING SAID CENTERLINE AND ALONG THE EAST LINE OF SAID 0.696 ACRE PARCEL SOUTH $08^{\circ}-18'-09''$ WEST FOR 808.09 FEET TO THE SOUTH CORNER OF SAID 0.696 ACRE PARCEL; THENCE ALONG THE WEST LINE OF SAID 0.696 ACRE PARCEL NORTH $03^{\circ}-00'-00''$ EAST FOR 216.42 FEET TO A POINT; THENCE LEAVING THE WEST LINE OF SAID 0.696 ACRE PARCEL NORTH $08^{\circ}-18'-09''$ EAST FOR 592.00 FEET TO A POINT IN THE CENTERLINE OF SAID LYONS ROAD; THENCE WITH SAID CENTERLINE SOUTH $81^{\circ}-41'-51''$ EAST FOR 20.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 0.32 ACRES MORE OR LESS AND SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

G62486

EXHIBIT D



LOCKWOOD, JONES & BEALS INC.

MEAD TOWER

Courthouse Plaza N.E. • Dayton, Ohio 45402 • (513) 228-6842

20 FOOT WIDE ACCESS EASEMENT OUT OF 17.8 ACRE PARCEL (EXHIBIT D)

SITUATED IN SECTION 12, TOWN 2, RANGE 5 M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO, AND BEING A 20 FOOT WIDE ACCESS EASEMENT OUT OF AN 17.8 ACRE PARCEL DESCRIBED IN EXHIBIT B AND BEING EAST OF THE EAST PROPERTY LINE OF THE 0.696 ACRE PARCEL DESCRIBED IN EXHIBIT A-2 AND EAST OF THE EAST PROPERTY LINE OF THE 16.137 ACRE PARCEL DESCRIBED IN EXHIBIT A-1, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF LYONS ROAD, SAID POINT ALSO BEING ON THE EAST LINE OF SECTION 12 (MIAMI TOWNSHIP AND WASHINGTON TOWNSHIP LINE); THENCE WITH THE CENTERLINE OF SAID LYONS ROAD NORTH $81^{\circ}-41'-51''$ WEST FOR 1002.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID CENTERLINE SOUTH $08^{\circ}-18'-09''$ WEST FOR 807.17 FEET TO A POINT; THENCE SOUTH $03^{\circ}-00'-00''$ WEST FOR 198.45 FEET TO A POINT IN THE SOUTH LINE OF SAID 17.8 ACRE PARCEL; THENCE WITH SAID SOUTH LINE NORTH $77^{\circ}-30'-30''$ WEST FOR 20.28 FEET TO THE SOUTHWEST CORNER OF SAID 17.3 ACRE PARCEL; THENCE WITH THE EAST LINE OF SAID 16.137 ACRE PARCEL NORTH $03^{\circ}-00'-00''$ EAST FOR 196.03 FEET TO A POINT ON THE EAST LINE OF SAID 0.696 ACRE PARCEL; THENCE CONTINUING WITH THE EAST LINE OF SAID 0.696 ACRE PARCEL NORTH $08^{\circ}-18'-09''$ EAST FOR 806.09 FEET TO A POINT IN THE CENTERLINE OF SAID LYONS ROAD; THENCE WITH SAID CENTERLINE SOUTH $81^{\circ}-41'-51''$ EAST FOR 20.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.46 ACRES MORE OR LESS AND SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

061266

#14

Dorothy
[Handwritten signature]

2416

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO PH 2 22
CIVIL DIVISION

BOARD OF COUNTY COMMISSIONERS
OF MONTGOMERY COUNTY, OHIO

Plaintiff-Public Agency

-vs-

THE MEAD CORPORATION, et al.

Defendant-Owner

DIV-149

Case No. 86-1207
Judge Dodge

JUDGMENT ENTRY

845-26-4-769

Miami

888 FEB 11 AM 10:50
TRANSMITTED

*** **

R.1870 #01 .00

It appearing to the Court that the parties have entered into a Settlement Agreement, the terms of which are as follows:

1. That the Defendant, The Mead Corporation, is the Owner in fee simple of the real estate sought to be appropriated.
2. That the Defendant, The Mead Corporation, has agreed with the Plaintiff, the Board of County Commissioners of Montgomery County, Ohio, upon the amount of compensation due to said Defendant by reason of said appropriation, and that the total amount of Twelve Thousand Six Hundred Fifteen (\$12,615.00) Dollars represents just and total compensation to be received by the said Defendant-Owner for the real estate hereinaft described, and, said Defendant, The Mead Corporation, does hereby release all claims for further compensation for the appropriation of the fee title to the real estate described in Parcel I (10A-WD) in the Complaint, for the temporary easement described in Plaintiff's Complaint as Parcel II (10A-T), and the channel easement described in Plaintiff's Complaint as Parcel III (10A-X), and for the sewer easement described in Plaintiff's Complaint as Parcel IV (10AS-1). Said real property was appropriated for the purpose of public health, safety, and welfare, related to the construction of a road improvement project on Lyons Road in Miami Township, Montgomery County, Ohio, bearing Job No. 81-22.
3. That the Plaintiff, the Board of County Commissioners of Montgomery County, Ohio, at the time of filing its Declaration of Intention and Complaint for Appropriation deposited with the Clerk of the Common Pleas Court of Montgomery County, Ohio, the

sum of Ten Thousand Five Hundred Fifteen (\$10,515.00) Dollars, which was paid by the Clerk of the Common Pleas Court of Montgomery County, Ohio to Defendant-Owner, The Mead Corporation, and, there still remains to be paid on the agreed settlement the sum of Two Thousand One Hundred (\$2,100.00) Dollars to Defendant-Owner, The Mead Corporation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that in conformity with the agreement of Plaintiff, the Board of County Commissioners of Montgomery County, Ohio, and the Defendant-Owner, The Mead Corporation, the Plaintiff shall forthwith deposit with the Clerk of the Common Pleas Court of Montgomery County, Ohio, the sum of Two Thousand One Hundred (\$2,100.00) Dollars, which when added to the original deposit of Ten Thousand Five Hundred Fifteen (\$10,515.00) Dollars, equals the agreed settlement of Twelve Thousand Six Hundred Fifteen (\$12,615.00) Dollars, which will be paid to the Defendant-Owner, The Mead Corporation.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the fee simple title in, over and upon the following described real estate be and the same hereby is vested in the Plaintiff, the Board of County Commissioners of Montgomery County, Ohio, free of all liens, encumbrances, claims of the Owner, The Mead Corporation, and any and all other persons having or claiming to have an interest therein:

PARCEL I (Fee Simple Without Limitation of Access)

10A-WD (See attached Exhibit "A")

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the payment of the total sum of Twelve Thousand Six Hundred Fifteen (\$12,615.00) Dollars for the real estate hereinbefore described also includes the use of the temporary easement during construction as described in Plaintiff's Complaint as follows:

PARCEL II (Temporary Easement)

10A-T (See attached Exhibit "B")

Said temporary easement will be in existence during the construction of the road improvement project on Lyons Road and located in Miami Township, Montgomery County, Ohio, until said project is completed and accepted by proper resolution as passed by the Board of County Commissioners of Montgomery County, Ohio.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the payment of the total sum of Twelve Thousand Six Hundred Fifteen (\$12,615.00) Dollars for the real estate hereinbefore described also includes the use of the channel easement as described in Plaintiff's Complaint as follows:

PARCEL III (Channel Easement)

10A-X (See attached Exhibit "C")

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the payment of the total sum of Twelve Thousand Six Hundred Fifteen (\$12,615.00) Dollars for the real estate hereinbefore described also includes the use of the sewer easement as described in Plaintiff's Complaint as follows:


PARCEL VI (Sewer Easement)

10AS-1 (See attached Exhibit "D")

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk cause a certified copy of this Entry to be transmitted to the Montgomery County Auditor for the purpose of making proper notations related to title and change the tax valuation and liability, if any, and that the Montgomery County Auditor transmit the same to the Montgomery County Recorder for recording in the Deed Records of Montgomery County, Ohio.

Plaintiff to pay Court costs herein.

APPROVED:

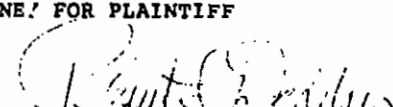

JUDGE DODGE

LEE C. FALKE, PROSECUTING ATTORNEY
OF MONTGOMERY COUNTY, OHIO

By: 

Kenneth R. Pohlman
Assistant Prosecuting Attorney
Suite 300, 41 N. Perry St.
Dayton, Ohio 45402-1477

ATTORNEY FOR PLAINTIFF


ROBERT L. DEDDENS/RALPH A. SKILKEN, JR.
2621 Far Hills Avenue
Dayton, Ohio 45419

ATTORNEYS FOR DEFENDANT-OWNER,
THE MEAD CORPORATION

BOOK 1045 · 134

LEE C. FALKE, PROSECUTING ATTORNEY
OF MONTGOMERY COUNTY, OHIO

By: *James E. Rambo*
James E. Rambo
Assistant Prosecuting Attorney
Suite 300, 41 N. Perry St.
Dayton, Ohio 45402-1477

ATTORNEY FOR DEFENDANT, SARAH HARRIS,
AS TREASURER OF MONTGOMERY COUNTY, OHIO

VICKI D. PEGG
RECORDER
no fee m
88 FEB 11 PM 3:24
MONTGOMERY CO. OHIO
RECORDED

Theodor A. Boggs *Per phone authorization of*
THEODORE A. BOGGS *Timothy Rice 2/26/87*
P. O. Box 1247 *K.P.*
Dayton, Ohio 45401 (513)224-6436

ATTORNEY FOR DEFENDANT,
DAYTON POWER AND LIGHT COMPANY

CERTIFICATE OF SERVICE

The undersigned hereby certifies that copies of the foregoing
have been forwarded by ordinary U.S. mail on the date of filing
to the following:

Robert L. Deddens and
Ralph A. Skilken, Jr.
2621 Far Hills Avenue
Dayton, Ohio 45419

Attorneys for Defendant,
The Mead Corporation

James E. Rambo
Asst. Prosecuting Attorney of
Montgomery County, Ohio
Suite 300, 41 N. Parry St.
Dayton, Ohio 45402

Attorney for Defendant, Sarah E. Harris,
as Montgomery County Treasurer

BOOK 1045 - 195

Theodore A. Boggs
P. O. Box 1247
Dayton, Ohio 45401

Attorney for Defendant,
Dayton Power & Light Company



Kenneth R. Pohlman

BOOK 1045 ... 196

(2 4s 6)

COUNTY MONTGOMERY
ROUTE T R 150
SECTION 0.45

OWNER: THE MEAD CORPORATION

MONTGOMERY COUNTY, OHIO

MIAMI TOWNSHIP, SECTION 12, TOWN 2, RANGE 5 *MRS MIAMI*

DIV. 149 26-4-169

PARCEL NO. 10A-WD TYPE OF INTEREST: WARRANTY DEED

BEING a parcel of land lying on the right side of the centerline of a survey, made by the Department of Transportation and recorded in Book __, Page __, of the records of Montgomery County.

Description:

Commencing at the intersection of the centerline of Lyons Road with the existing easterly right of way line of Washington-Church Road, being Station 147+20.97 of said centerline survey;
thence along the centerline of Lyons Road N 79° 08' 42" W for a distance of 1094.86 feet to a point, being Station 136+26.11 of said centerline survey;
thence S 10° 51' 18" W for a distance of 30.00 feet to a point, said point being the true place of beginning;
thence S 5° 33' 09" W for a distance of 17.07 feet to a point;
thence N 79° 08' 42" W for a distance of 332.36 feet to a point;
thence N 77° 39' 23" E for a distance of 5.08 feet to a point;
thence N 10° 51' 18" E for a distance of 15.00 feet to a point;
thence S 79° 08' 42" E for a distance of 326.11 feet to the true place of beginning.

It is understood that the strip of land above described contains 0.128 acres more or less.

This description is based on a survey made under the direction of George B. Shaw, P.L.S., Registered Surveyor No. 5548.

Grantor reserves the rights of ingress and egress to and from any residual area.

Owner claims title by instrument of record in Microfiche No. 86-0025-D03, Montgomery County Recorder's Office.

FRED F. FRECKER
COUNTY ENGINEER
MONTGOMERY COUNTY, DAYTON, OHIO
DESCRIPTION AND OWNERSHIP CHECKED
AND APPROVED FOR STRAIGHT TRANSFER
CLOSURE NOT CHECKED
BY *[Signature]* DATE *1/11/66*
MAP DEPARTMENT

FRED F. FRECKER
COUNTY ENGINEER
MONTGOMERY COUNTY, OHIO
PRIOR APPROVAL FOR
DESCRIPTION OF
[Signature]
DATE *1-11-66*

EXHIBIT SHEET

1045 197

THIS INSTRUMENT WAS PREPARED BY
THE OHIO DEPARTMENT OF TRANSPORTATION

COUNTY MONTGOMERY
ROUTE T R 150
SECTION 0.45

OWNER: THE MEAD CORPORATION
MONTGOMERY COUNTY, OHIO

MIAMI TOWNSHIP, SECTION 12, TOWN 2, RANGE 5 M.P.S.

PARCEL NO. 10A-T TYPE OF INTEREST: TEMPORARY EASEMENT

BEING a parcel of land lying on the right side of the centerline of a survey, made by the Department of Transportation and recorded in Book __, Page __, of the records of Montgomery County.

Description:

Commencing at the intersection of the centerline of Lyons Road with the existing easterly right of way line of Washington-Church Road, being Station 147+20.97 of said centerline survey;
thence along the centerline of Lyons Road N 79° 08' 42" W for a distance of 1089.80 feet to a point, being Station 136+31.17 of said centerline survey;
thence S 10° 51' 18" W for a distance of 85.00 feet to a point, said point being the true place of beginning;
thence S 5° 33' 09" W for a distance of 10.04 feet to a point;
thence N 79° 08' 42" W for a distance of 402.63 to a point;
thence along the arc of a curve to the left having a radius of 380.00 feet for a distance of 10.01 feet to a point, chord thru said arc bears N 13° 07' 03" E for a distance of 10.01 feet, said point being 85.00 feet right of Station 132+29.87;
thence S 79° 08' 42" E for a distance of 401.32 feet to the true place of beginning.

It is understood that the strip of land above described contains 0.092 acres more or less.

This description is based on a survey made under the direction of George B. Shaw, P.L.S., Registered Surveyor No. 5548.

Owner claims title by instrument of record in Microfiche No. 86-0025-D03, Montgomery County Recorder's Office.

WED. P. ...
COUNTY ENGINEER
APPROVED FOR
12-21-86

EXHIBIT SHEET

807 1045 - 198

INSTRUMENT WAS PREPARED BY
DEPARTMENT OF TRANSPORTATION

(2 4a 6)

COUNTY MONTGOMERY
ROUTE T R 150
SECTION 0.45

OWNER: THE MEAD CORPORATION

MONTGOMERY COUNTY, OHIO

MIAMI TOWNSHIP, SECTION 12, TOWN 2, RANGE 5 M.R.S

PARCEL NO. 10A-X TYPE OF INTEREST: CHANNEL EASEMENT

BEING a parcel of land lying on the right side of the centerline of a survey, made by the Department of Transportation and recorded in Book __, Page __, of the records of Montgomery County.

Description:

Commencing at the intersection of the centerline of Lyons Road with the existing easterly right of way line of Washington-Church Road, being Station 147+20.97 of said centerline survey;
thence along the centerline of Lyons Road N 79° 08' 42" W for a distance of 1093.28 feet to a point, being Station 136+27.69 of said centerline survey;
thence S 10° 51' 18" W for a distance of 47.00 feet to a point, said point being the true place of beginning;
thence S 5° 33' 09" W for a distance of 38.16 feet to a point;
thence N 79° 08' 42" W for a distance of 401.32 feet to a point;
thence along a curve to the left having a radius of 380.00 feet for a distance of 10.00 feet to a point, chord thru said curve bears N 11° 36' 32" E for a distance of 10.00 feet, said point being 75.00 feet right of Station 132+30.00;
thence N 77° 39' 23" E for a distance of 71.08 feet to a point;
thence S 79° 08' 42" E for a distance of 332.36 feet to the true place of beginning.

It is understood that the strip of land above described contains 0.327 acres more or less.

This description is based on a survey made under the direction of George B. Shaw, P.L.S., Registered Surveyor No. 5548.

Owner claims title by instrument of record in Microfiche No. 86-0025-D03, Montgomery County Recorder's Office.

FRED C. FRECKER
COUNTY CLERK
MONTGOMERY COUNTY, OHIO
1976
1045-139

EXHIBIT SHEET

1045 139

THIS INSTRUMENT WAS PREPARED BY
THE OHIO DEPARTMENT OF TRANSPORTATION

DEED 88-0071 009

Exhibit "C"

COUNTY Montgomery
ROUTE TR150
SECTION 0.45

OWNER: The Mead Corporation
Montgomery, COUNTY, OHIO
Miami TOWNSHIP, SECTION 12 TOWN 2, FR./ENTIRE RANGE 5
MILITARY SURVEY MRS, CITY/VILLAGE OF ---
PARCEL NO. 10AS-1 TYPE OF INTEREST Sewer Easement

BEING a parcel of land lying on the left/right side(s) of the centerline of a survey, made by the Department of Transportation and recorded in Book ---, Page --- of the records of Montgomery County.

Description:

26-4-7
MIAMI

Beginning at the Northeast corner of the Southeast quarter of said section, said point being the intersection of the centerline of Lyons Road with the East right-of-way line of Washington-Church Road, being station 147+20.97 of said centerline survey; thence along the centerline of Lyons Road North 79 degrees 08 minutes 42 seconds West a distance of 1113.47 feet to a point, station 136+07.50;
thence South 10 degrees 51 minutes 18 seconds West a distance of 47.00 feet to the TRUE POINT OF BEGINNING of the tract herein described;
thence continuing South 10 degrees 51 minutes 18 seconds West a distance of 23.00 feet to a point, 70.00 feet right of station 136+07.50;
thence parallel with said centerline North 79 degrees 08 minutes 42 seconds West a distance of 15.00 feet to a point, 70.00 feet right of station 135+92.50;
thence North 10 degrees 51 minutes 18 seconds East a distance of 23.00 feet to a point, 47.00 feet right of station 135+92.50;
thence parallel with said centerline South 79 degrees 08 minutes 42 seconds East a distance of 15.00 feet to the point of beginning.

FRED F. FRECKER
COUNTY ENGINEER
MONTGOMERY COUNTY, DAYTON, OHIO
PRIOR APPROVAL FOR
DESCRIPTION ONLY
BY D.W.C. DATE 2-19-85
MAP DEPARTMENT

The description of this parcel is based on a centerline survey made by Shaw, Weiss & De Naples, Professional Corporation, by George B. Shaw, P.L.S., Ohio Registration Number 5548.

BU. 1045 200

It is understood that the strip of land above described contains 0.008 acres, more or less, inclusive of the present road which occupies 0 acres, more or less.

Micro 86 025 Do5
Owner claims title by instrument of record in Deed Book No. ---, Page ---,
Montgomery County Recorder's Office.

EXHIBIT SHEET ---

PURPOSE: HIGHWAY USE

Exhibit "D"

DEED 86-0071 D10

#15

25744

VICKI D. PEGG
RECORDER

22 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 803

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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.

1.16 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 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 or if 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 6.1 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 an 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 a 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

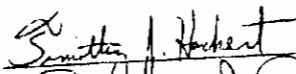
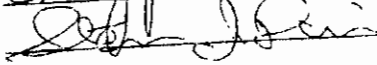
other rules concerning the Property. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

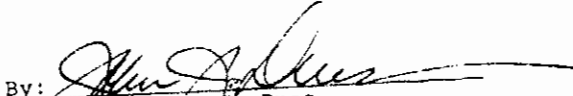
12.11 Right of Entry. The Association through its authorized officers, employees and agents shall have a reasonable right of entry upon any Lot for the purposes of (a) making inspections required by Article VII, and (b) doing anything on such Lot necessary to perform the actions specified in any notice 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:

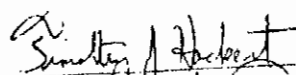
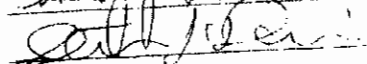
MEAD REALTY GROUP, INC.,
an Ohio corporation

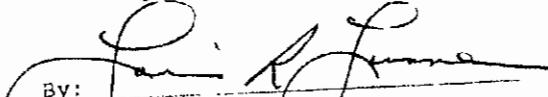



By: 
Name: John G. Dues
Title: President

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

By: Louis R. Lunne
Louis R. Lunne, President

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

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.

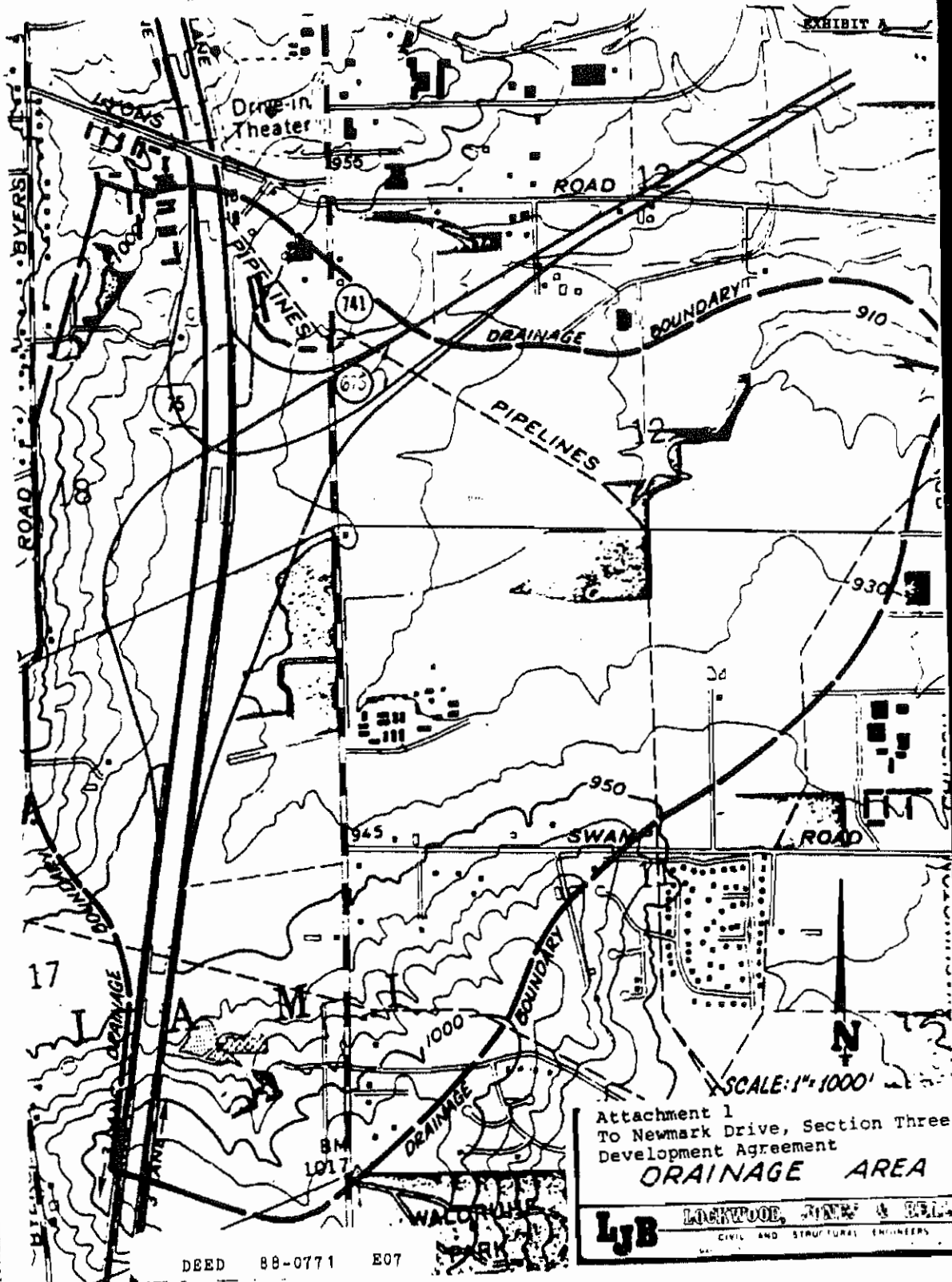
Jane A. Jay
Notary Public
JANE A. JAY, Notary Public
In and for the State of Ohio
My Commission Expires May 18, 1992

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.

Jane A. Jay
Notary Public

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



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

LJB LOCKWOOD, JONES & BELL
 CIVIL AND STRUCTURAL ENGINEERS

DEED 88-0771 E07



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°-36'-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 1568 FEET TO A POINT; THENCE SOUTH 54°-51'-57" WEST FOR 660 FEET TO A POINT; THENCE SOUTH 69°-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. 513-228-6842
FAX 513-228-1011



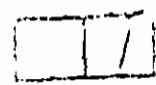
EXHIBIT A (Cont.)

02°-38'-47" EAST FOR 1166 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°-40'-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 510 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.E.
DAYTON, OH 45402

#16

4.



[ENTRANCE SIGN/LYONS ROAD]

0021571

DECLARATION OF EASEMENT

THIS DECLARATION is made as of the 18th day of November, 1991 by THE MEAD CORPORATION, an Ohio corporation ("Grantor"), to NEWMARK ASSOCIATES, an Ohio general partnership, MEAD REAL ESTATE INVESTMENTS, INC., an Ohio corporation, and DANIS PROPERTIES CO., INC. (collectively, "Grantee"), under the following circumstances:

A. Grantor is the owner of a sign bearing the words "Newmark Centre" (the "Sign") located at the entrance of an office complex known as "Newmark Centre" on the property described in Exhibit A hereto (the "Property") approximately as shown on Exhibit B hereto.

B. Grantee is the owner of one or more of the properties located in the Newmark Centre office complex ("Grantee's Property") and more particularly described as follows:

NO TRANSFER NEEDED
91 NOV 27 PM 3:42

A.J. WAGNER
AUDITOR

<u>Section</u>	<u>Lot</u>	<u>Plat Book</u>	<u>Page</u>
2	3	123	28
2	4	123	28
3	5	124	23
4A	9	129	15-15A
5	7	128	48-48A
6	8	130	41
8	11	146	26-26A
7	10	146	25-25A
8	12	146	26-26A
8	13	146	26-26A
1	1	123	20

C. Grantor desires to establish and create a non-exclusive easement to use the Sign for the benefit of Grantee's Property as set forth herein.

NOW, THEREFORE, for valuable consideration paid, Grantor hereby grants to Grantee a non-exclusive easement and right to the continued use of the Sign for the period ending on January 1, 2010. Upon the expiration of such period, or if Grantee fails to maintain the Sign in good condition and repair, ordinary wear and tear excepted, after written notice by Grantor to Grantee and the failure by Grantee to cure such default within thirty (30) days of receipt of such notice, Grantor may remove the Sign at Grantor's cost and expense and this easement shall terminate. This easement shall be limited to the area on which the Sign is constructed as of the date hereof as indicated on Exhibit B hereto. Grantor reserves the right to record an amended Exhibit B after the date hereof to set forth the location of the Sign with greater particularity and to relocate the Sign subject to the reasonable approval of Grantee and upon such relocation to record an amended Exhibit B.

Grantor retains the right to use the Property for any and all other purposes, provided that such use does not interfere with nor impair the exercise of the easement granted herein. If Grantor fails to maintain the Sign in good condition and repair, ordinary wear and tear excepted, Grantee's sole remedy shall be the right to enter upon the Property and perform such maintenance at Grantee's sole cost and expense.

The provisions of this Declaration shall run with the land be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first set forth above.

Signed and Acknowledged in the Presence of:

THE MEAD CORPORATION, an Ohio corporation

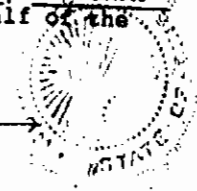
David J. Lunte
DAVID J. LUNTE
Timothy J. Hackert
TIMOTHY J. HACKERT

By: [Signature]
Name: Joseph D. Mackil
Title: Director of Corporate Real Estate

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

^{26th} The foregoing instrument was acknowledged before me this day of November, 1991 by Joseph D. Mackil, Director of Corporate Real Estate of The Mead Corporation, 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



PCC. NO8

VICKIE BESS
RECORDER
91 NOV 27 PM 4:08
MONTGOMERY COUNTY
RECORDED

11-27-91
Date
I hereby certify that said partnership was registered in the Public Records Office of Montgomery County, Ohio.
S. B. [Signature]
Date
By: [Signature]
Deputy

EXHIBIT A

SOUTHEAST CORNER NEWMARK DRIVE AT LYONS ROAD
16.137 ACRE PARCEL

SITUATED IN SECTION 12, TOWN 2, RANGE 3, M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO AND BEING PART OF THE LAND CONVEYED TO DONALD L. HUBER IN MICROFICHE #72-40102 OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID HUBER TRACT, SAID LINE BEING THE EAST LINE OF A TRACT OF LAND CONVEYED TO BURT LAKE ASSOCIATES IN MICROFICHE #78-98803 OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NEWMARK DRIVE; THENCE WITH THE SOUTH LINE OF SAID NEWMARK DRIVE ON A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET FOR 32.16 FEET AS MEASURED ON THE ARC. THE CHORD OF THE JUST DESCRIBED CURVE BEARS NORTH 79°-04'-29" EAST FOR 32.15 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE; THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE SOUTH 13°-20'-59" EAST FOR 15.00 FEET TO A POINT; THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE ON A CURVE TO THE LEFT HAVING A RADIUS OF 395.00 FEET FOR 28.21 FEET AS MEASURED ON THE ARC. THE CHORD OF THE JUST DESCRIBED CURVE BEARS NORTH 74°-36'-16" EAST FOR 28.20 FEET TO A POINT; THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE NORTH 17°-26'-30" WEST FOR 15.00 FEET TO A POINT; THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE ON A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET FOR 426.16 FEET AS MEASURED ON THE ARC. THE LONG CHORD OF THE JUST DESCRIBED CURVE BEARS NORTH 40°-23'-30" EAST FOR 404.18 FEET TO THE POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE; THENCE NORTH 75°-06'-19" EAST FOR 76.16 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LYONS ROAD; THENCE NORTH 08°-18'-09" EAST FOR 45.50 FEET TO A POINT ON THE CENTERLINE OF LYONS ROAD; THENCE ALONG THE CENTERLINE OF SAID LYONS ROAD SOUTH 81°-41'-51" EAST FOR 323.33 FEET TO A POINT; THENCE ON A NEW DIVISION LINE THROUGH SAID HUBER TRACT SOUTH 3°-00'-00" WEST FOR 1007.60 FEET TO A POINT; THENCE NORTH 77°-30'-30" WEST FOR 97.94 FEET TO A POINT; THENCE SOUTH 79°-34'-33" WEST FOR 268.61 FEET TO A POINT; THENCE SOUTH 39°-06'-28" WEST FOR 87.56 FEET TO A POINT; THENCE SOUTH 56°-16'-10" WEST FOR 93.17 FEET TO A POINT; THENCE SOUTH 49°-36'-15" WEST FOR 304.38 FEET TO A POINT IN THE EAST LINE OF SAID BURT LAKE ASSOCIATES TRACT AND THE WEST LINE OF SAID HUBER TRACT; THENCE WITH THE COMMON LINE BETWEEN SAID BURT LAKE ASSOCIATES TRACT AND THE SAID HUBER TRACT NORTH 3°-14'-26" EAST FOR 1013.29 FEET TO THE POINT OF BEGINNING. CONTAINS 16.137 ACRES MORE OR LESS.

DEED 91 0657 B11

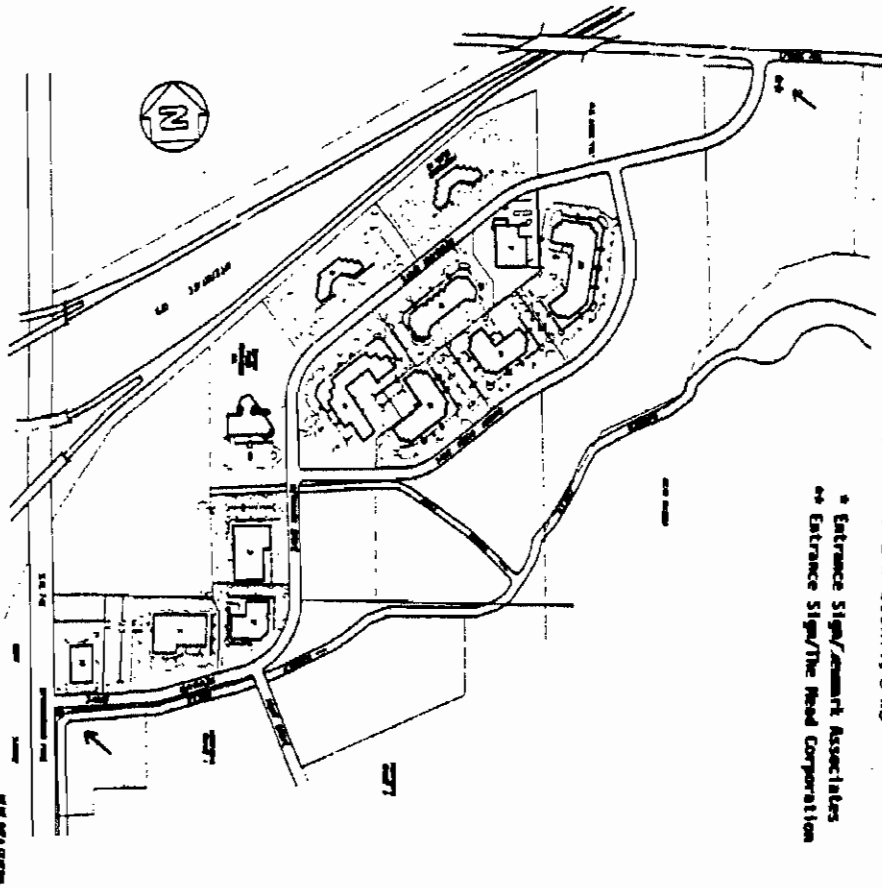
ORIGINAL IN POOR CONDITION

EXHIBIT B



Newmark Centre

MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO



- * Entrance Sign/Entrant Associates
- ** Entrance Sign/The Need Corporation

DEED 91 0657 B12

#17

Druck

E. JAMES JARRIS
CLERK OF COURTS

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

1987 AUG 12 PM 2:00
MONTGOMERY COUNTY
FILED - COURT OF
COMMON PLEAS

BOARD OF COUNTY COMMISSIONERS
OF MONTGOMERY COUNTY, OHIO

Case No. 86-1283
Judge Porter

Plaintiff-Public Agency

VS-

DONALD L. HUBER, et al.

JUDGMENT ENTRY

Defendants-Owners

*** *** *** *** *** *** *** *** *** ***

It appearing to the Court that the parties have entered into a Settlement Agreement, the terms of which are as follows:

1. That the Defendants, Donald L. Huber and Veronica A. Huber, are the owners in fee simple of the real estate sought to be appropriated.
2. That the Defendants, Donald L. Huber and Veronica A. Huber, have agreed with the Plaintiff, the Board of County Commissioners of Montgomery County, Ohio, upon the amount of compensation due to said Defendants by reason of said appropriation, and that the total amount of Forty Thousand Seven Hundred Thirty (\$40,730.00) Dollars represents just and total compensation to be received by the said Defendants-Owners for the real estate hereinafter described, and, said Defendants, Donald L. Huber and Veronica A. Huber, do hereby release all claims for further compensation for the appropriation of the fee title to the real estate described in Parcel I (10WD) in the Complaint, for the temporary easements described in Plaintiff's Complaint as Parcel II (10T), and Parcel III (10T-1), for the channel easements described in Plaintiff's Complaint as Parcel IV (10X), and Parcel V (10X-1), and for the sewer easements described in Plaintiff's Complaint as Parcel VI (10S) and Parcel VII (10S-2). Said real property was appropriated for the purpose of public health, safety, and welfare, related to the construction of a road improvement project on Lyons Road in Miami Township, Montgomery County, Ohio, bearing Job No. 81-72.
3. That the Plaintiff, the Board of County Commissioners of Montgomery County, Ohio, at the time of filing its Declaration of Intention and Complaint for Appropriation deposited with the

1013 - 004

Clerk of the Common Pleas Court of Montgomery County, Ohio, the sum of Thirty-three Thousand Nine Hundred Thirty (\$33,930.00) Dollars, which was paid by the Clerk of the Common Pleas Court of Montgomery County, Ohio to Defendants-Owners, Donald L. Huber and Veronica A. Huber, and, there still remains to be paid on the agreed settlement the sum of Six Thousand Eight Hundred (\$6,800.00) Dollars to Defendants-Owners, Donald L. Huber and Veronica A. Huber.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that in conformity with the agreement of Plaintiff, the Board of County Commissioners of Montgomery County, Ohio, and the Defendants-Owners, Donald L. Huber and Veronica A. Huber, the Plaintiff shall forthwith deposit with the Clerk of the Common Pleas Court of Montgomery County, Ohio, the sum of Six Thousand Eight Hundred (\$6,800.00) Dollars, which when added to the original deposit of Thirty-three Thousand Nine Hundred Thirty (\$33,930.00) Dollars, equals the agreed settlement of Forty Thousand Seven Hundred Thirty (\$40,730.00) Dollars, which will be paid to the Defendants-Owners, Donald L. Huber and Veronica A. Huber.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the fee simple title in, over and upon the following described real estate be and the same hereby is vested in the Plaintiff, the Board of County Commissioners of Montgomery County, Ohio, free of all liens, encumbrances, claims of the owners, Donald L. Huber and Veronica A. Huber, and any and all other persons having or claiming to have an interest therein:

PARCEL I (Fee Simple Without Limitation of Access)

10WD (See attached Exhibit "A")

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the payment of the total sum of Forty Thousand Seven Hundred Thirty (\$40,730.00) Dollars for the real estate hereinbefore described also includes the use of the temporary easements during construction as described in Plaintiff's Complaint as follows:

PARCEL II (Temporary Easement)

10T (See attached Exhibit "B")

PARCEL III (Temporary Easement)

10T-1 (See attached Exhibit "C")

Said temporary easement will be in existence during the construction of the road improvement project on Lyons Road and located in Miami Township, Montgomery County, Ohio, until said project is completed and accepted by proper resolution as passed by the Board of County Commissioners of Montgomery County, Ohio.

1043 845

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the payment of the total sum of Forty Thousand Seven Hundred Thirty (\$40,730.00) Dollars for the real estate hereinbefore described also includes the use of the channel easements as described Plaintiff's Complaint as follows:

PARCEL IV (Channel Easement)

10X (See attached Exhibit "D")

PARCEL V (Channel Easement)

10X-1 (See attached Exhibit "E")

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the payment of the total sum of Forty Thousand Seven Hundred Thirty (\$40,730.00) Dollars for the real estate hereinbefore described also includes the use of the sewer easements as described in Plaintiff's Complaint as follows:

PARCEL VI (Sewer Easement)

10S (See attached Exhibit "F")


PARCEL VII (Sewer Easement)

10S-2 (See attached Exhibit "G")

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk cause a certified copy of this Entry to be transmitted to the Montgomery County Auditor for the purpose of making proper notations related to title and change the tax valuation and liability, if any, and that the Montgomery County Auditor transmit the same to the Montgomery County Recorder for recording in the Deed Records of Montgomery County, Ohio.

Plaintiff to pay Court costs herein.

APPROVED:



JUDGE PORTER

LEE C. FALKE, PROSECUTING ATTORNEY
OF MONTGOMERY COUNTY, OHIO

By: 

Kenneth R. Pohlman
Assistant Prosecuting Attorney
Suite 300, 41 N. Perry St.
Dayton, Ohio 45402-1477

ATTORNEY FOR PLAINTIFF

1043 INC 646

Ralph A. Skilken
ROBERT L. DEDDENS/RALPH A. SKILKEN, JR.
2621 Far Hills Avenue
Dayton, Ohio 45419

ATTORNEYS FOR DEFENDANTS-OWNERS,
DONALD L. HUBER AND VERONICA A. HUBER

LEE C. FALKE, PROSECUTING ATTORNEY
OF MONTGOMERY COUNTY, OHIO

By:

James E. Rambo
Assistant Prosecuting Attorney
Suite 300, 41 N. Perry St.
Dayton, Ohio 45402-1477

ATTORNEY FOR DEFENDANT, SARAH HARRIS,
AS TREASURER OF MONTGOMERY COUNTY, OHIO

H Carol E. Carlson *Per Power Authorization 8/10/87. K.R.P.*
CAROL E. CARLSON
One First National Plaza
Dayton, Ohio 45402 (513)226-2002

ATTORNEY FOR DEFENDANT,
FIRST NATIONAL BANK

Theodore A. Boggs *Per Power Authorization 8/7/87. by K.R.P.*
THEODORE A. BOGGS
P. O. Box 1247
Dayton, Ohio 45401 (513)224-6436

ATTORNEY FOR DEFENDANT,
DAYTON POWER AND LIGHT COMPANY

1043 647

CERTIFICATE OF SERVICE

The undersigned hereby certifies that copies of the foregoing have been forwarded by ordinary U.S. mail on the date of filing to the following:

Robert L. Deddens and
Ralph A. Skilken, Jr.
2621 Far Hills Avenue
Dayton, Ohio 45419

Attorneys for Defendants,
Donald L. Huber and
Veronica A. Huber

James E. Rambo
Asst. Prosecuting Attorney of
Montgomery County, Ohio
Suite 300, 41 N. Perry St.
Dayton, Ohio 45402

Attorney for Defendant, Sarah E. Harris,
as Montgomery County Treasurer

Carol E. Carlson
One First National Plaza
Dayton, Ohio 45402

Attorney for Defendant,
First National Bank

Theodore A. Boggs
P. O. Box 1247
Dayton, Ohio 45401

Attorney for Defendant,
Dayton Power & Light Company


Kenneth R. Pohlman

1043 048

COUNTY MONTGOMERY
ROUTE T R 150
SECTION 0.45

OWNER: Donald L. Huber

Div.
7

26-4-187
MIAMI

MONTGOMERY COUNTY, OHIO

MIAMI TOWNSHIP, SECTION 12, TOWN 2, RANGE 5

PARCEL NO. 10-40

TYPE OF INTEREST: WARRANTY DEED

BEING a parcel of land lying on the right side of the centerline of a survey, made by the Department of Transportation and recorded in Book __, Page __, of the records of Montgomery County.

Description:

Commencing at the intersection of the centerline of Lyons Road with the existing easterly right of way line of Washington-Church Road, being Station 147+20.97 of said centerline survey;

thence along the centerline of Lyons Road N 79° 08' 42" W for a distance of 1094.86 feet to a point, being Station 136+26.11 of said centerline survey;

thence S 10° 51' 18" W for a distance of 30.00 feet to a point, said point being the true place of beginning;

thence S 79° 08' 42" E for a distance of 1097.67 feet to a point;

thence S 5° 30' 48" W for a distance of 395.10 feet to a point;

thence N 84° 29' 12" W for a distance of 60.31 feet to a point;

thence N 5° 33' 18" E for a distance of 383.64 feet to a point;

thence N 79° 08' 42" W for a distance of 1037.38 feet to a point;

thence N 5° 33' 09" E for a distance of 17.07 feet to the true place of beginning.

It is understood that the strip of land above described contains 0.954 acres more or less.

This description is based on a survey made under the direction of George B. Shaw, P.L.S., Registered Surveyor No. 5548.

Grantor reserves the rights of ingress and egress to and from any residual area.

Owner claims title by instrument of record in Microfiche No. 86-0025-003, Montgomery County Recorder's Office.

B.D. 2-12-76

EXHIBIT SHEET

THIS INSTRUMENT WAS PREPARED BY
THE OHIO DEPARTMENT OF TRANSPORTATION

COUNTY MONTGOMERY
ROUTE T R 150
SECTION 0.45

OWNER: Donald L. Huber

26-4-

MONTGOMERY COUNTY, OHIO

MIAMI

MIAMI TOWNSHIP, SECTION 12, TOWN 2, RANGE 5

PARCEL NO. 10-T

TYPE OF INTEREST: TEMPORARY EASEMENT

BEING a parcel of land lying on the right side of the centerline of a survey, made by the Department of Transportation and recorded in Book ___, Page ___, of the records of Montgomery County.

Description:

Commencing at the intersection of the centerline of Lyons Road with the existing easterly right of way line of Washington-Church Road, being Station 147+20.97 of said centerline survey;

thence along the centerline of Lyons Road N 79° 08' 42" W for a distance of 1089.80 feet to a point, being Station 136+31.17 of said centerline survey;

thence S 10° 51' 18" W for a distance of 85.00 feet to a point, said point being the true place of beginning;

thence S 79° 08' 42" E for a distance of 343.83 feet to a point;

thence N 10° 51' 18" E for a distance of 38.00 feet to a point;

thence S 79° 08' 42" E for a distance of 375.00 feet to a point;

thence S 19° 19' 10" E for a distance of 49.74 feet to a point;

thence N 34° 08' 42" W for a distance of 35.36 feet to a point;

thence N 79° 08' 42" W for a distance of 200.00 feet to a point;

thence N 87° 40' 33" W for a distance of 202.24 feet to a point;

thence N 79° 08' 42" W for a distance of 317.90 feet to a point;

thence N 5° 33' 09" E for a distance of 10.04 feet to the true place of beginning.

It is understood that the strip of land above described contains 0.291 acres more or less.

This description is based on a survey made under the direction of George B. Shaw, P.L.S., Registered Surveyor No. 5548.

Owner claims title by instrument of record in Microfiche No. 86-0025-D03, Montgomery County Recorder's Office.

THIS INSTRUMENT WAS PREPARED BY
THE OHIO DEPARTMENT OF TRANSPORTATION

E.D. 2-12-76

COUNTY Montgomery
ROUTE TR150
SECTION 0.45

OWNER: Donald L. Huber

Montgomery, COUNTY, OHIO

Miami TOWNSHIP, SECTION 12 TOWN 2, FR./ENTIRE RANGE 5

MILITARY SURVEY MRS, CITY/VILLAGE OF ---

PARCEL NO. 10T-1 TYPE OF INTEREST Temporary Easement

BEING a parcel of land lying on the right side(s) of the centerline of a survey, made by the Department of Transportation and recorded in Book ---, Page ---, of the records of Montgomery County.

*26-4-7
MIAMI*

Description:

Beginning at the Northeast corner of the Southeast quarter of said section, said point being the intersection of the centerline of Lyons Road with the East right-of-way line of Washington-Church Road, being station 147+20.97 of said centerline survey; thence along the centerline of Lyons Road North 79 degrees 08 minutes 42 seconds West a distance of 50.99 feet to a point, station 146+69.98;

thence South 10 degrees 51 minutes 18 seconds West a distance of 100.00 feet to the TRUE POINT OF BEGINNING of the tract herein described;

thence parallel with the centerline of Washington-Church Road South 5 degrees 33 minutes 18 seconds West a distance of 25.11 feet to a point, 125.00 feet right of station 146+72.30;

thence North 38 degrees 55 minutes 31 seconds West a distance of 61.95 feet to a point, 85.00 feet right of station 146+25.00;

thence parallel with the centerline of Lyons Road North 79 degrees 08 minutes 42 seconds West a distance of 175.00 feet to a point, 85.00 feet right of station 144+50.00;

thence South 84 degrees 09 minutes 21 seconds West a distance of 52.20 feet to a point, 100.00 feet right of station 144+00.00;

thence North 57 degrees 20 minutes 37 seconds West a distance of 26.93 feet to a point, 90.00 feet right of station 143+75.00;

thence parallel with said centerline South 79 degrees 08 minutes 42 seconds East a distance of 25.00 feet to a point, 90.00 feet right of station 144+00.00;

thence North 84 degrees 09 minutes 21 seconds East a distance of 52.20 feet to a point, 75.00 feet right of station 144+50.00;

thence parallel with said centerline South 79 degrees 08 minutes 42 seconds East a distance of 175.00 feet to a point, 75.00 feet right of station 146+25.00;

thence South 50 degrees 04 minutes 46 seconds East a distance of 51.47 feet to the point of beginning.

The description of this parcel is based on a centerline survey made by Shaw, Weiss & De Naples, Professional Corporation, by George B. Shaw, P.L.S., Ohio Registration Number 5548.

It is understood that the strip of land above described contains 0.072 acres, more or less, inclusive of the present road which occupies 0 acres, more or less.

Micro 72-401-C02

Owner claims title by instrument of record in Deed Book No. ---, Page ---,
Montgomery County Recorder's Office.

WED F. FRECKER
COUNTY ENGINEER

COUNTY MONTGOMERY
ROUTE T R 150
SECTION 0.45

OWNER: Donald L. Huber

26-4-
MIAMI

MONTGOMERY COUNTY, OHIO

MIAMI TOWNSHIP, SECTION 12, TOWN 2, RANGE 5

PARCEL NO. 10-X

TYPE OF INTEREST: CHANNEL EASEMENT

BEING a parcel of land lying on the right side of the centerline of a survey, made by the Department of Transportation and recorded in Book __, Page __, of the records of Montgomery County.

Description:

Commencing at the intersection of the centerline of Lyons Road with the existing easterly right of way line of Washington-Church Road, being Station 147+20.97 of said centerline survey;

thence along the centerline of Lyons Road N 79° 08' 42" W for a distance of 1093.28 feet to a point, being Station 136+27.69 of said centerline survey;

thence S 10° 51' 18" W for a distance of 47.00 feet to a point, said point being the true place of beginning;

thence S 79° 08' 42" E for a distance of 347.31 feet to a point;

thence S 10° 51' 18" W for a distance of 38.00 feet to a point;

thence N 79° 08' 42" W for a distance of 343.83 to a point;

thence N 5° 33' 09" E for a distance of 38.16 feet to the true place of beginning.

It is understood that the strip of land above described contains 0.302 acres more or less.

This description is based on a survey made under the direction of George B. Shaw, P.L.S., Registered Surveyor No. 5548.

Owner claims title by instrument of record in Microfiche No. 86-0025-D03, Montgomery County Recorder's Office.

[Faint handwritten notes and stamps]
E.C. 2-17-76

EXHIBIT SHEET

COUNTY Montgomery
ROUTE TR150
SECTION 0.45

OWNER: Donald L. Huber

Montgomery, COUNTY, OHIO

Miami TOWNSHIP, SECTION 12 TOWN 2, FR./ENTIRE RANGE 5

MILITARY SURVEY MRS, CITY/VILLAGE OF ---

PARCEL NO. 10X-1 TYPE OF INTEREST Channel Easement

BEING a parcel of land lying on the left/right side(s) of the centerline of a survey, made by the Department of Transportation and recorded in Book ---, Page --- of the records of Montgomery County.

Description:

*26-4-7
MIAMI*

Beginning at the Northeast corner of the Southeast quarter of said section, said point being the intersection of the centerline of Lyons Road with the East right-of-way line of Washington-Church Road, being station 147+20.97 of said centerline survey; thence along the centerline of Lyons Road North 79 degrees 08 minutes 42 seconds West a distance of 55.90 feet to a point, station 146+65.07;

thence South 10 degrees 51 minutes 18 seconds West a distance of 47.00 feet to the TRUE POINT OF BEGINNING of the tract herein described;

thence parallel with said Washington-Church Road centerline South 5 degrees 33 minutes 18 seconds West a distance of 53.23 feet to a point, 100.00 feet right of station 146+69.98;

thence North 50 degrees 04 minutes 46 seconds West a distance of 51.47 feet to a point, 75.00 feet right of station 146+25.00;

thence parallel with the centerline of Lyons Road North 79 degrees 08 minutes 42 seconds West a distance of 175.00 feet to a point, 75.00 feet right of station 144+50.00;

thence South 84 degrees 29 minutes 21 seconds West a distance of 52.20 feet to a point, 90.00 feet right of station 144+00.00;

thence parallel with said centerline North 79 degrees 08 minutes 42 seconds West a distance of 25.00 feet to a point, 90.00 feet right of station 143+75.00;

thence North 19 degrees 19 minutes 10 seconds West a distance of 49.74 feet to a point, 47.00 feet right of station 143+75.00;

thence parallel with said centerline South 79 degrees 08 minutes 42 seconds East a distance of 315.07 feet to the point of beginning.

The description of this parcel is based on a centerline survey made by Shaw, Weiss & De Naples, Professional Corporation, by George B. Shaw, P.L.S., Ohio Registration Number 5548.

It is understood that the strip of land above described contains 0.229 acres, more or less, inclusive of the present road which occupies 0 acres, more or less.

Owner claims title by instrument of record in Deed-Book No. ---, Page ---
Montgomery County Recorder's Office.

Micro 72-401-C02

OWNER
COUNTY RECORDER

COU... Montgomery
ROUTE TR150
SECTION 0.45

OWNER: Donald L. Huber
Montgomery, COUNTY, OHIO
Miami TOWNSHIP, SECTION 12 TOWN 2, FR./ENTIRE RANGE 5
MILITARY SURVEY MRS, CITY/VILLAGE OF ---
PARCEL NO. 10S TYPE OF INTEREST Sewer Easement

BEING a parcel of land lying on the left/right side(s) of the centerline of a survey, made by the Department of Transportation and recorded in Book ---, Page ---, of the records of Montgomery County.

Description:

26-4-7
MIAMI

Beginning at the Northeast corner of the Southeast quarter of said section, said point being the intersection of the centerline of Lyons Road with the East right-of-way line of Washington-Church Road, being station 147+20.97 of said centerline survey; thence along the centerline of Lyons Road North 79 degrees 08 minutes 42 seconds West a distance of 745.97 feet to a point, station 139+75.00;
thence South 10 degrees 51 minutes 18 seconds West a distance of 47.00 feet to the TRUE POINT OF BEGINNING of the tract herein described;
thence continuing South 10 degrees 51 minutes 18 seconds West a distance of 23.00 feet to a point, 70.00 feet right of station 139+75.00;
thence parallel with said centerline North 79 degrees 08 minutes 42 seconds West a distance of 40.00 feet to a point, 70.00 feet right of station 139+35.00;
thence North 10 degrees 51 minutes 18 seconds East a distance of 23.00 feet to a point, 47.00 feet right of station 139+35.00;
thence parallel with said centerline South 79 degrees 08 minutes 42 seconds East a distance of 40.00 feet to the point of beginning.

WALTER F. FREDERICK
COUNTY ENGINEER
MONTGOMERY COUNTY, OHIO
PRIOR APPROVAL FOR
DESCRIPTION ONLY
BY D.W.C. DATE 1-19-75
MRP DEPARTMENT

The description of this parcel is based on a centerline survey made by Shaw, Weiss & De Naples, Professional Corporation, by George B. Shaw, P.L.S., Ohio Registration Number 5548.

It is understood that the strip of land above described contains 0.021 acres, more or less, inclusive of the present road which occupies 0 acres, more or less.

Micro 72-101-C02

Owner claims title by instrument of record in Deed Book No. ---, Page ---,
Montgomery County Recorder's Office.

COUNTY Montgomery

ROUTE TR150

SECTION 0.45

OWNER: Donald L. Huber

Montgomery, COUNTY, OHIO

Miami TOWNSHIP, SECTION 12 TOWN 2, FR./ENTIRE RANGE 5

MILITARY SURVEY MRS, CITY/VILLAGE OF ---

PARCEL NO. 10S-2 TYPE OF INTEREST Sewer Easement

BEING a parcel of land lying on the left/right side(s) of the centerline of a survey, made by the Department of Transportation and recorded in Book ---, Page --- of the records of Montgomery County.

Description:

*26-4-7
MIAMI*

Beginning at the Northeast corner of the Southeast quarter of said section, said point being the intersection of the centerline of Lyons Road with the East right-of-way line of Washington-Church Road, being station 147+20.97 of said centerline survey; thence along the centerline of Lyons Road North 79 degrees 08 minutes 42 seconds West a distance of 63.47 feet to a point, station 146+57.50;
thence South 10 degrees 51 minutes 18 seconds West a distance of 47.00 feet to the TRUE POINT OF BEGINNING of the tract herein described;
thence continuing South 10 degrees 51 minutes 18 seconds West a distance of 28.00 feet to a point, 75.00 feet right of station 146+57.50;
thence parallel with said centerline North 79 degrees 08 minutes 42 seconds West a distance of 15.00 feet to a point, 75.00 feet right of station 146+42.50;
thence North 10 degrees 51 minutes 18 seconds East a distance of 28.00 feet to a point, 47.00 feet right of station 146+42.50;
thence parallel with said centerline South 79 degrees 08 minutes 42 seconds East a distance of 15.00 feet to the point of beginning.

FRED PATRICKER
COUNTY ENGINEER
MONTGOMERY COUNTY, OHIO
PRIOR APPROVAL FOR
DESCRIPTION ONLY
BY [Signature] DATE 2-1-76
MAR 02 1976

The description of this parcel is based on a centerline survey made by Shaw, Weiss & De Naples, Professional Corporation, by George B. Shaw, P.L.S., Ohio Registration Number 5548.

It is understood that the strip of land above described contains 0.010 acres, more or less, inclusive of the present road which occupies 0 acres, more or less.

Owner claims title by instrument of record in Deed-Book No. ---, Page ---,
Montgomery County Recorder's Office.

#18

19847

U.D. ELECTRIC & W

4 0 0

KNOW ALL MEN BY THESE PRESENTS:

THAT DONALD L. HUBER AND VERONICA A. HUBER (HIS WIFE)

Grantor(s), in consideration of One Dollar (\$1.00) to them paid by The Dayton Power and Light Company, Courthouse Plaza Southwest, Dayton, Ohio 45401 (hereinafter called "Grantee") the receipt of which is hereby acknowledged, do(es) 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 underground electric lines for the transmission and/or distribution of electric energy together with such above-ground electric feeder lines as may be required to serve such underground lines, and/or for any and all purposes for which electric energy is now or may hereafter be used, with all lines, wires, cables, conduits, manholes, grounding systems, counterpoises, communication circuits, equipment, which in the judgment of the Grantee, are necessary or incidental to the use of said right of way and easement, whether above or underneath the ground, with the right to add 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 premises, viz:

Situated in Miami Township, Montgomery County, State of Ohio.

And being a tract of land containing 17.575 acres, more or less, situated in part of Section 12, Town 2, Range 5 MRS and being a part of the premises conveyed in a Warranty Deed recorded on Microfiche No. 72-401-C02 of the Deed Records of Montgomery County, Ohio.

Said right of way and easement shall be 12 feet in width and the centerline shall be approximately along the following course:

Beginning at a point in the Westerly property line (which is also the easterly property line of Mead Land Services, Inc.'s 0.696 acre tract) 50.5 feet southwardly at right angles from the northerly property line (which is also the centerline of Lyons Road); thence eastwardly parallel to and 50.5 feet southwardly from the aforesaid northerly property line 982 feet, more or less, to a point in an existing right of way and easement as recorded on Microfiche No. 80-581-D12 of the Deed Records of said county.

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:

Grantee, its successors and assigns, 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(s) to add to, construct, reconstruct, repair, maintain, use or remove its said 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 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, its successors and assigns, shall reimburse Grantor(s) for any damage or loss to growing crops and other property, including buildings and fences, that may be caused by the negligence of Grantee or its agents, servants, or employees, in the construction, repair, use or removal of said facilities.

No buildings or other structures shall be erected within the limits of said right of way and easement by Grantor(s). No excavating or filling shall be done or be permitted by Grantor(s) within said right of way and

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MONTEGOMERY CO. RECORDED

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assess, which in the opinion of Grantee would either (a) reduce or add to the distance between Grantee's said facilities and the land surface, (b) impair the land support of said facilities, (c) impair Grantee's ability to maintain said facilities, and/or (d) create a hazard.

Grantor(s) 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(s) covenant with Grantee, that he/she/they are the true and lawful owner(s) of said premises and have full power to convey the rights hereby conveyed and he/she/they do warrant and will defend the same against the claims of all persons whomsoever.

In the event that any road should be widened or relocated so that its right of way extends onto the Grantee's right of way and easement herein provided for, Grantee may, but shall not be required to relocate or reconstruct its facilities so that Grantee's facilities be relocated or reconstructed 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.

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 the Grantor(s) and Grantee respectively, as fully as if such words were written whenever reference to the Grantor(s) and Grantee occur in this grant.

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

IN WITNESS WHEREOF, the Undersigned have hereunto subscribed their names this 22ND day of JULY, 1987.

Witnesses Grantor(s)
Signed and acknowledged in the presence of:
Nancy M. Moore Donald L. Huber
Donald L. Huber

Harry J. W. Fravert Veronica A. Huber
Veronica A. Huber

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

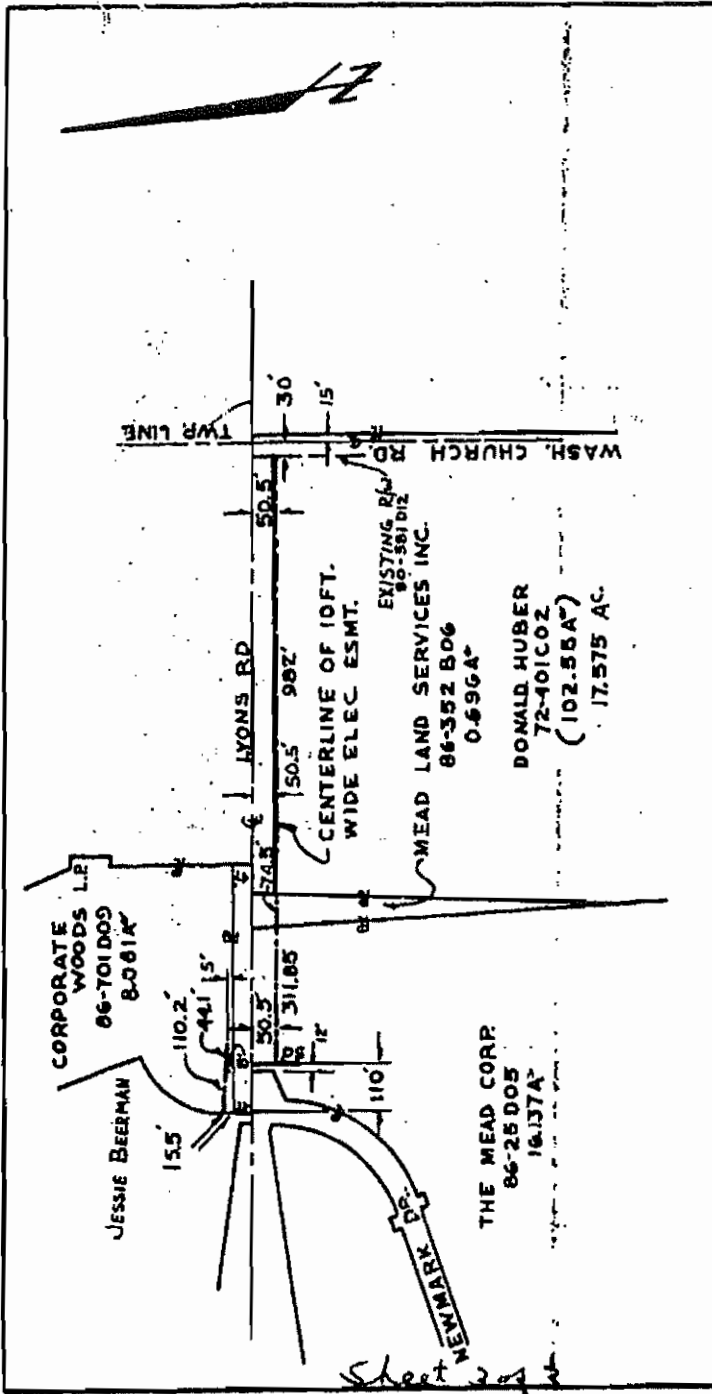
Before me, a Notary Public in and for said County and State, personally appeared DONALD L. HUBER AND VERONICA A. HUBER (HIS WIFE) the Grantor(s) in the foregoing instrument, and acknowledged the signing thereof to be his voluntary act and deed. In testimony thereof, I have hereunto set my hand and seal, this 22ND day of JULY, 1987.

Harry J. W. Fravert
Notary Public

This Instrument Prepared By
HUNTING W. BROWN
ATTORNEY-AT-LAW

HARRY J. W. FRAVERT, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 16, 1991

3779L/ee M932-UDG Project No. 57279
0007.0L(f)
Taylor



TITLE		DONALD HUBER	
FOR		ELEC. ESMT	
CON. D. TR. OF	MIAMI	COUNTY	MONT.
SEC. 12 T. 2 N. 54 S. E. 1/4	4088	107 AC.	
PLAT	NYE	1-87	RECORDED
BOOK	57	1-87	RECORDED
DRAWN BY		J. B. HUBER	
CHECKED BY		J. B. HUBER	
DATE		1-87	

DP&L
 THE SURVEYING AND MAPPING COMPANY
 1000 N. W. 10th St.
 MIAMI, FL 33136
 PHONE: 305-572-1199
 FAX: 305-572-1198

SCALE BAR
 0 10 20 30 40 50 60 70 80 90 100
 FEET

EXHIBIT A