

NEWARK DRIVE PARCEL

Order No.: 38140468  
Loan No.:  
TITLE OFFICER:  
ESCROW OFFICER:

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

**Schedule A**

**1. Effective Date:** August 08, 2014, at 7:00 am      **Commitment No.:** 38140468

**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 DEEDS OF RECORD IN DEED MICROFICHE NOS. 98-0313C05 AND 76-586B10, CERTIFICATE OF MERGER OF RECORD IN MERG MICROFICHE 03-060325 AND CERTIFICATE OF CONVERSION OF RECORD IN SP-I MICROFICHE 03-060326, ALL OF THE RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.

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

See Exhibit "A" attached hereto.

**Chicago Title Company, LLC**

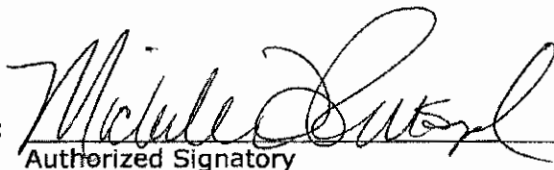
1 S. Main St Suite 330

Dayton, Ohio 45402

PHONE: (937) 223-8378

FAX: (937) 223-7866

By:

  
Authorized Signatory

**Insurance Fraud Warning**

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

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

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



**SCHEDULE B - SECTION 2  
EXCEPTION**

**The Policy or Policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company.**

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
4. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.
5. ANY 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. WE DO NOT AFFIRMATIVELY INSURE THE QUANTITY OF ACREAGE SET FORTH IN THE DESCRIPTION CONTAINED IN SCHEDULE 'A' HEREIN.
10. 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.

**AS TO PARCEL I:**

- ✓ 11. EASEMENT TO THE DAYTON POWER AND LIGHT COMPANY OF RECORD IN DEED BOOK 1369, PAGE 303, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.
- ✓ 12. EASEMENT TO THE OHIO BELL TELEPHONE COMPANY OF RECORD IN MICROFICHE NO. 74-33C01, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.



✓ 13. EASEMENTS, COVENANTS, PROVISIONS, ASSESSMENTS AND LIENS AS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GANDER CREEK ASSOCIATION OF RECORD IN DEED MICROFICHE 88-771B03, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.

14. **TAX PARCEL DESC:** S12 T2 5 MRS MIAMI TOWP 1.419 ACR

TAXES, LISTED IN THE NAME(S) OF THE MEAD CORPORATION, (PARCEL ID: K45-02604-0203) FOR THE FIRST HALF OF THE YEAR 2013 IN THE NET AMOUNT OF \$708.62, PLUS \$1.00 MCD/AQUIFER PRES SUBD ASSESSMENT, TOTAL \$709.62 ARE PAID; TAXES FOR THE SECOND HALF OF THE YEAR 2013 IN THE TOTAL AMOUNT OF \$708.62 ARE PAID.

TAX VALUATION: LAND ONLY: \$15,240

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

**PARCEL II:**

✓ 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 THE DAYTON POWER AND LIGHT COMPANY OF RECORD IN DEED BOOK 1369, PAGE 297, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.

**PARCEL III:**

✓ 17. EASEMENT TO THE DAYTON POWER AND LIGHT COMPANY OF RECORD IN DEED BOOK 1376, PAGE 196, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.

✓ 18. EASEMENT DEED TO BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, OF RECORD IN MICROFICHE NO. 75-405A04, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.

✓ 19. EASEMENTS AND AGREEMENTS CONTAINED IN LIMITED WARRANTY DEED OF RECORD IN MICROFICHE NO. 83-158A01, AS AMENDED BY AMENDMENT TO LIMITED WARRANTY DEED OF RECORD IN DEED MICROFICHE NO. 83-253B111, BOTH OF THE RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.

✓ 20. EASEMENT DEED GRANTED TO THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, OF RECORD IN DEED MICROFICHE NO. 84-0549E09, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.

✓ 21. EASEMENT TO MEAD LAND SERVICES, INC. OF RECORD IN DEED MICROFICHE NO. 85-0630B10, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.

✓ 22. EASEMENT DEED TO BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, OF RECORD IN DEED MICROFICHE NO. 86-0012A04, RECORDER'S OFFICE, MONTGOMERY COUNTY, OHIO.



- ✓ 23. 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.
24. EASEMENT CONTAINED ON THE RECORDED PLAT OF HUNTER'S CHASE II AS RECORDED IN PLAT BOOK 126, PAGE 11, RECORDER'S OFFICE, COUNTY, OHIO.

**AS TO PARCELS II AND III:**

25. **TAX PARCEL DESC:** S11 T 2 5 MRS MIAMI TWP 20.1748 ACR

TAXES, LISTED IN THE NAME(S) OF THE MEAD CORPORATION, (PARCEL ID: K45-02604-00012 CONS) FOR THE FIRST HALF OF THE YEAR 2013 IN THE NET AMOUNT OF \$13,740.40, PLUS \$8.13 MCD/AQUIFER PRES SUBD ASSESSMENT, TOTAL \$13,748.53 ARE PAID; TAXES FOR THE SECOND HALF OF THE YEAR 2013 IN THE TOTAL AMOUNT OF \$13,740.00 ARE PAID.

TAX VALUATION: LAND ONLY: \$295,510

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



## EXHIBIT A

### PARCEL I:

LOCATED IN SECTION 12, TOWN 2, RANGE 5, M.R.S, MIAMI TOWNSHIP, MONTGOMERY COUNTY, STATE OF OHIO, BEING PART OF THAT LAND CONVEYED TO DANIS PROPERTIES, CO., INC., BY DEED RECORDED IN MF 89-483 C12 OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO, AS SURVEYED BY SCHAEFFER ENGINEERING & SURVEYING IN JANUARY, 1997, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF HUNTER'S CHASE TWO, AS RECORDED IN PLAT BOOK 126, PAGE 11 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 12; THENCE ALONG THE SOUTH LINE OF SAID SECTION 12 NORTH 81° 58' 24" WEST FOR 798.89 FEET TO AN IRON PIN SET, BEING THE TRUE POINT OF BEGINNING FOR THE LAND HEREIN DESCRIBED; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 12, NORTH 81° 58' 24" WEST FOR 97.49 FEET TO AN IRON PIN FOUND IN AN EAST LINE OF LAND CONVEYED TO THE MEAD CORPORATION BY DEED RECORDED IN MF 76-586 B10 OF THE DEED RECORDS OF SAID COUNTY; THENCE LEAVING SAID SECTION LINE AND ALONG SAID EAST LINE NORTH 5° 35' 36" EAST FOR 632.31 FEET TO AN IRON PIN SET IN THE SOUTH RIGHT-OF-WAY LINE OF GANDER CREEK DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 84° 37' 45" EAST FOR 97.40 FEET TO AN IRON PIN SET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE ON A NEW LINE SOUTH 5° 35' 36" WEST FOR 636.83 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1.419 ACRES, MORE OR LESS.

### PARCEL II:

SITUATE IN SECTION 12, TOWN 2, RANGE 5 M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, STATE OF OHIO, BEING 6.085 ACRES OUT OF A 181.889 ACRE PARCEL CONVEYED TO MEAD CORPORATION BY DEED RECORDED IN DEED MF 76-586B10 PARCEL 10 OF THE DEED RECORDS OF SAID COUNTY AND STATE, AND BEING BOUNDED AND DESCRIBED MORE FULLY AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN SET IN THE SOUTH LINE OF SAID SECTION 12, IN THE SOUTH LINE OF LAND CONVEYED TO DANIS PROPERTIES CO., INC. BY DEED RECORDED IN DEED MF 89-483C12, AT A NORTHEAST CORNER OF LAND CONVEYED TO MEAD CORPORATION BY DEED RECORDED IN DEED MF 76-586B10 PARCEL 10, BOTH OF THE DEED RECORDS OF SAID COUNTY AND STATE, AND AT THE NORTHWEST CORNER OF HUNTERS CHASE II AS RECORDED IN PLAT BOOK 126, PAGE 11 OF THE PLAT RECORDS OF SAID COUNTY AND STATE;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 12, A NORTH LINE OF SAID MEAD CORPORATION LAND, THE SOUTH LINE OF SAID DANIS PROPERTIES CO., INC. LAND, AND THE SOUTH LINE OF A 1.419 ACRE PARCEL CONVEYED TO THE MEAD CORPORATION BY DEED RECORDED IN DEED MF 98-313C05 OF THE DEED RECORDS OF SAID COUNTY AND STATE, NORTH 81° 58' 24" WEST FOR 457.27 FEET (PASSING A 5/8" IRON PIN FOUND AT 359.78 FEET WITH CAP LABELED "SCHAEFFER-7161") TO A 5/8" IRON PIN FOUND (WITH CAP LABELED "WOOLPERT") AT THE SOUTHWEST CORNER OF SAID 1.419 ACRE PARCEL, SAID POINT BEING THE TRUE POINT OF BEGINNING;



**EXHIBIT A cont.**

THENCE ALONG THE SOUTH LINE OF SAID SECTION 12, AND ALONG A NEW DIVISION LINE, NORTH 81° 58' 24" WEST FOR 425.19 FEET TO A 5/8" IRON PIN FOUND IN THE EAST RIGHT-OF-WAY LINE OF NEWMARK DRIVE (60' RIGHT-OF-WAY), AS RECORDED ON THE MEAD-NEWMARK PLAT SECTION 2 IN PLAT BOOK 123, PAGE 28 OF THE PLAT RECORDS OF SAID COUNTY AND STATE;

THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE, AS RECORDED ON SAID MEAD-NEWMARK PLAT SECTION 2 AND ON THE MEAD-NEWMARK PLAT SECTION 3 IN PLAT BOOK 124, PAGE 23 OF THE PLAT OF RECORDS OF SAID COUNTY AND STATE, NORTH 05° 22' 15" EAST FOR 594.10 FEET TO A 5/8" IRON PIN FOUND IN THE EAST RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE AND THE SOUTH RIGHT-OF-WAY LINE OF GANDER CREEK DRIVE (60' RIGHT-OF-WAY), AS RECORDED ON THE MEAD-NEWMARK PLAT SECTION 7 IN PLAT BOOK 146, PAGE 25 OF THE PLAT RECORDS OF SAID COUNTY AND STATE;

THENCE, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID GANDER CREEK DRIVE FOR THE FOLLOWING TWO COURSES:

1.) ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 18.50 FEET, (INTERNAL ANGLE OF 90° 00' 00", LONG CHORD BEARING NORTH 50° 22' 15" EAST A DISTANCE OF 26.16 FEET) FOR AN ARC LENGTH OF 29.06 FEET TO A 5/8" IRON PIN FOUND;

2.) SOUTH 84° 37' 45" EAST FOR 408.68 FEET TO A 5/8" IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID 1.419 ACRE PARCEL;

THENCE, LEAVING THE SOUTH RIGHT-OF-WAY LINE OF SAID GANDER CREEK DRIVE, ALONG THE WEST LINE OF SAID 1.419 ACRE PARCEL, SOUTH 05° 35' 36" WEST FOR 632.31 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6.085 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS BASED UPON THE EAST LINE OF LOT 5 OF THE MEAD-NEWMARK PLAT SECTION 3 AS RECORDED IN PLAT BOOK 124, PAGE 23 OF THE PLAT RECORDS OF SAID COUNTY AND STATE, BEARING NORTH 05° 22' 15" EAST.

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 0051.

**PARCEL III:**

SITUATE IN SECTION 11, TOWN 2, RANGE 5 M.R.S, MIAMI TOWNSHIP, MONTGOMERY COUNTY, STATE OF OHIO, BEING 15.195 ACRES OUT OF A 181.889 ACRE PARCEL CONVEYED TO MEAD CORPORATION BY DEED RECORDED IN DEED MF 76-586B10 PARCEL 10 OF THE DEED RECORDS OF SAID COUNTY AND STATE, AND BEING BOUNDED AND



**EXHIBIT A cont.**

DESCRIBED MORE FULLY AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN SET IN THE NORTH LINE OF SAID SECTION 11 AND AT THE NORTHWEST CORNER OF HUNTERS CHASE II AS RECORDED IN PLAT BOOK 126, PAGE 11 OF THE PLAT RECORDS OF SAID COUNTY AND STATE;

THENCE, LEAVING THE NORTH LINE OF SAID SECTION 11, ALONG THE WEST LINE OF SAID HUNTERS CHASE II FOR THE FOLLOWING TWO COURSES:

1.) SOUTH 05° 30' 27" WEST FOR 466.66 FEET TO A 5/8" IRON PIN FOUND (WITH CAP LABELED "TRI-CITY");

2.) SOUTH 73° 39' 48" WEST FOR 959.49 FEET TO A 5/8" IRON PIN SET IN THE EAST RIGHT-OF-WAY LINE OF HUNT DRIVE (60' RIGHT-OF-WAY), AS RECORDED ON THE HUNTERS CHASE PLAT IN PLAT BOOK 122, PAGE 4 OF THE PLAT RECORDS OF SAID COUNTY AND STATE;

THENCE LEAVING THE WEST LINE OF SAID HUNTERS CHASE II, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HUNT DRIVE, NORTH 16° 22' 19" WEST FOR 550.00 FEET TO A 5/8" IRON PIN SET IN THE SOUTH RIGHT-OF-WAY LINE OF NEWMARK DRIVE (60' RIGHT-OF-WAY), AS RECORDED ON THE MEAD-NEWMARK PLAT SECTION 2 IN PLAT BOOK 123, PAGE 28 OF THE PLAT RECORDS OF SAID COUNTY AND STATE;

THENCE LEAVING THE EAST RIGHT-OF-WAY LINE OF SAID HUNT DRIVE, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE FOR THE FOLLOWING TWO COURSES:

1.) ON A CURVE TO THE LEFT, HAVING A RADIUS OF 380.00 FEET, (INTERNAL ANGLE OF 64° 15' 28", LONG CHORD BEARING NORTH 37° 28' 21" EAST A DISTANCE OF 404.19 FEET) FOR AN ARC LENGTH OF 426.17 FEET TO A 5/8" IRON PIN SET;

2.) NORTH 05° 22' 15" EAST FOR 9.17 FEET TO A 5/8" IRON PIN FOUND IN THE NORTH LINE OF SAID SECTION 11 AND A NEW DIVISION LINE;

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE, ALONG THE NORTH LINE OF SAID SECTION 11 AND ALONG A NEW DIVISION LINE, THE SOUTH LINE OF A 1.419 ACRE PARCEL CONVEYED TO THE MEAD CORPORATION BY DEED RECORDED IN DEED MF 98-313C05 AND THE SOUTH LINE OF LAND CONVEYED TO DANIS PROPERTIES CO., INC. BY DEED RECORDED IN DEED MF 89-483C12, BOTH OF THE DEED RECORDS OF SAID COUNTY AND STATE, SOUTH 81° 58' 24" EAST FOR 882.46 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 15.195 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS BASED UPON THE EAST LINE OF LOT 5 OF THE MEAD-NEWMARK PLAT SECTION 3 AS RECORDED IN PLAT BOOK 124, PAGE 23 OF THE PLAT RECORDS OF SAID COUNTY AND STATE, BEARING NORTH 05° 22' 15" EAST.

AS SURVEYED BY SCHAEFFER ENGINEERING UNDER MY SUPERVISION, CHRISTOPHER W.





**EXHIBIT A cont.**

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 0051.



# 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](http://www.alta.org).

Alta Commitment – 2006 Cover Page  
Form 1004-317

ORIGINAL

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ACQUISITION  
DEEDS

21800

26-4-3  
26-6-30, 31, 33, 32, 13  
26-7-80  
26-5-14, 39, 6  
26-3-13, 38, 40, 37, 39, 43, 12  
MIAMI

DEED <sup>218</sup>/<sub>26-3-73</sub>

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

Situate in Miami Township, Montgomery County, Ohio and in Sections 11, 16, 17, and 18, Town 2, Range 5, MRS and being 418.547 acres, more or less, and being particularly described as Parcels 1 through 10 inclusive in Exhibit A attached hereto as a part hereof.

This conveyance is made subject to, and there are excepted from the general warranty covenants, the following:

- 1. The rights of the public in legal highways.
- 2. Easements and restrictions of record.
- 3. The limitations of access to Interstate Route 75 from those tracts abutting the same.
- 4. Taxes and assessments due and payable after the June, 1976 installment.
- 5. Zoning and building statutes, resolutions and regulations.

5-3-73  
By: L. Day  
DEPUTY  
11-9-76  
DATE

This deed is an absolute conveyance of title in fact as well as in form and is not intended as a mortgage or trust conveyance or security of any kind. The consideration herefor is the full release of all obligations heretofore existing on account of and by the terms of a certain mortgage from Springview Corporation to the grantee dated April 30, 1973 and recorded in Volume 2842, Page 955, Montgomery County

76 586B10

91.71 AM  
RECORDED  
MAY 12 3 43 PM '76  
MONTGOMERY CO. OHIO  
RECORDED

Mortgage Records, and the note secured thereby. This conveyance completely satisfies such obligations and terminates the mortgage and note and all effect thereof in every respect.

PRIOR INSTRUMENT REFERENCE: Microfiche 73-22309

WITNESS the execution hereof, this 29<sup>th</sup> day of October, 1976.

SIGNED, ACKNOWLEDGED AND DELIVERED IN THE PRESENCE OF:

SPRINGBROOK PARTNERSHIP

By Springview Corporation,  
general partner

Mary Jean Mascare By Donald E. Ecker  
President

Mary Linora And Anthony Paulzatz  
Secretary

By Peakview Corporation,  
general partner

Mary Lee Thomas By Lorinda W. Smith  
President

Holly R. Sirocha And Anthony Paulzatz  
Secretary

By Cedar Valley Corporation,  
general partner

Armond K. Brown By Samuel Phillips  
President

Mary Lou Dwyer And Anthony Paulzatz  
Secretary

STATE OF OHIO,  
COUNTY OF FRANKLIN

Before me, a Notary Public in and for said County,

-2-

- 76 586B11 -

personally came Daniel M. Galbreath, President, and Anthony J. Cantagallo, Secretary, of Springview Corporation, an Ohio Corporation; L. W. Friel, President and Anthony J. Cantagallo, Secretary of Peakview Corporation, an Ohio Corporation; and James W. Phillips, President, and Anthony J. Cantagallo, Secretary, of Cedar Valley Corporation, an Ohio Corporation, which corporations are the general partners of Springbrook Partnership, the Ohio general partnership which executed the foregoing Deed, and acknowledged that they signed the deed as such Presidents and Secretaries, respectively, in behalf of the said corporations and by authority of their Boards of Directors, and that the Deed is their free act and deed as such officers and the free corporate act and deed of the corporations as general partners, and the free act and deed of Springbrook Partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Columbus, Ohio, this 29th day of October, 1976.



*Mildred M. Lowmiller*  
NOTARY PUBLIC  
MILDRED M. LOWMILLER  
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO  
MY COMMISSION EXPIRES APRIL 25, 1978

This instrument prepared by Paul F. Licouture, Attorney at Law, Dayton, Ohio.

- 76 586B12 - -3-

26-6-30,31,32,32  
26-7-88  
MIAMI

EXHIBIT A TO DEED

From

SPRINGBROOK PARTNERSHIP

to

THE MEAD CORPORATION

PARCEL 1

Located in Sections 17 and 18, Town 2, Range 5 M.R.S., Miami Township, Montgomery County, Ohio and being described as follows: beginning at the northeast corner Section 17 and the southeast corner of Section 18, and on the centerline of Springboro Pike (State Route 741); thence southwardly with such centerline and the east line of Section 17, South 5° 22' 30" West 4,069.23 feet to the northeast corner of land conveyed to Metropolitan Life Insurance Company by deed recorded in Microfiche 75-155004, Montgomery County Deed Records; thence westwardly with the north line of the Metropolitan land, North 84° 37' 30" West 73.92 feet to the southeast corner of land conveyed to Daniel M. Galbreath by deed recorded in Microfiche 75-486002, Montgomery County Deed Records; thence northwardly with the east line of the Galbreath land, North 5° 59' 31" East 1,292.84 feet; thence northwardly still with the east line of the Galbreath land, North 5° 22' 30" East 425.33 feet to the northeast corner thereof; thence westwardly with the north line of the Galbreath land, North 84° 37' 30" West 1,063.17 feet to the northwest corner thereof and the east right-of-way line of proposed Interstate Route 675; thence southwardly with the west line of the Galbreath land and the east right-of-way line the following two courses: (1) South 24° 57' 45" West 237.91 feet; (2) South 18° 42' 15" West 601.69 feet to the east right-of-way line of Interstate Route 75, being 240.00 feet eastwardly from and measured at right angles to the centerline of Interstate Route 75; thence northwardly with the east right-of-way line of Interstate Route 75 the following four courses: (1) North 14° 24' 54" East 1,200.00 feet; (2) North 8° 42' 16" East 301.50 feet to a point 210.00 feet eastwardly from and measured at a right angle to the centerline of Interstate Route 75; (3) North 14° 24' 54" East 1,138.00 feet; (4) on a curve to the left with a radius of 12,487.67 feet for 1,176.66 feet to the southwest corner of land conveyed to the State of Ohio by deed recorded in Microfiche 74-265809, Montgomery County Deed Records, tangent to the curve at its point of beginning being the last mentioned course; thence eastwardly with the south line of the Ohio land, South 65° 23' 30" East 874.80 feet to the southeast corner thereof and the east line of Section 18 and the centerline of Springboro Pike; thence southwardly with such east line and centerline, South 5° 13' 00" West 330.09 feet to the point of beginning, containing 69.266 acres, more or less. Curve distance is measured on the arc.

76 586C01

26-6-13  
MIAMI

NOTE: OMIT END 29  
NOW KNOWN AS  
END. 13

PARCEL 2

Located in Section 17, Town 2, Range 5 M.R.S., Miami Township, Montgomery County, State of Ohio and being described as follows: beginning at a point in the east line of Section 17 and the centerline of Springboro Pike (State Route 741), and at the southeast corner of land conveyed to Metropolitan Life Insurance Company by deed recorded in Microfiche 75-155D04, Montgomery County Deed Records; thence southwardly with such east line and centerline, South 5° 22' 30" West 127.00 feet; thence westwardly with the south line of Section 17, South 74° 42' 00" West 1,959.86 feet to the east right-of-way line of Interstate Route 75, being 240.00 feet eastwardly from and measured at a right angle to the centerline of Interstate Route 75; thence northwardly with the east right-of-way line, North 14° 24' 54" East 829.24 feet to the southwest corner of the Metropolitan land; thence eastwardly with the south line of the Metropolitan land, South 84° 37' 30" East 1,703.46 feet to the point of beginning, containing 18.684 acres, more or less.

26-5-14  
MIAMI

PARCEL 3

Located in Section 16, Town 2, Range 5, M.R.S., Miami Township Montgomery County, Ohio, described as follows: Beginning in the centerline of Springboro Pike at the northeast corner of Section 16 and at the southeast corner of land conveyed to Oscar H. P. Snyder by deed recorded in Book 1923, page 355, Montgomery County Deed Records; thence with the east line of Section 16 and the centerline of Springboro Pike, South 0° 45' West 818.67 feet to the northeast corner of land conveyed to Harold J. Ackerman, et al., by deed recorded in Book 2121, Page 521, Montgomery County Deed Records; thence with the north line of the Ackerman land, South 81° 12' West 530.00 feet to the northwest corner thereof; thence with the west line of the Ackerman land, South 1° 15' 40" West 484.28 feet to the southwest corner thereof; thence with the south line of the Ackerman land, North 84° 38' East 530.00 feet to the southeast corner thereof and the east line of Section 16 and the centerline of Springboro Pike; thence with such east line and centerline, South 0° 45' West 493.12 feet to the northeast corner of land conveyed to Blanche McCabe by deed recorded in Book 2017, Page 493, Montgomery County Deed Records; thence with the north line of the McCabe land, South 70° 15' 20" West 1,669.75 feet to the southeast corner of land conveyed to L. Pearl Long, et al. by deed recorded in Book 1496, Page 21, Montgomery County Deed Records; thence with the east line of the Long land, North 34° 04' 40" West 762.51 feet; thence still with the east line, North 5° 29' 40" West 106.63 feet to the south end of a perpetual easement for highway purposes conveyed to the State of Ohio by deed recorded in Book 1911, Page 551, Montgomery County Deed Records, said point being located 230.00 feet right of station 56+63.75 on the centerline of the highway; thence with the east line of the perpetual easement, North 10° 31' 10" East 1,005.87 feet to the northeast corner thereof, being located 240.00 feet right of station 66+69.92, on the centerline of the highway and being also in the south line of the Snyder land and in the north line of Section 15; thence with the north line of Section 16 and the south line of the Snyder land, North 70° 13' 50" East 1,965.16 feet to the point of beginning, containing 72.344 acres, more or less.

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PARCEL 4

26-5-39  
MIAMI

Located in Section 16, Town 2, Range 5, M.R.S., Miami Township, Montgomery County, Ohio, and being described as follows: Beginning at the southwest corner of land conveyed to Rita Welbaum by deed recorded in Book 2124, Page 413, Montgomery County Deed Records, and in the north line of land conveyed to Blanche McCabe by deed recorded in Book 2017, Page 13, Montgomery County Deed Records; thence with the north line of the McCabe land, South 70° 44' 30" West 659.08 feet to a point located 206.58 feet eastwardly from the centerline of Interstate Route 75 at Station 46+98.67, said point being in the east line of the perpetual easement for highway purposes conveyed to the State of Ohio; thence with the east line of the perpetual easements, North 8° 42' 10" East 301.43 feet to a point located 200.00 feet eastwardly from Station 50+00 on the centerline; thence still with the east line of the perpetual easement, North 12° 32' 20" East 664.31 feet to a point located 230.00 feet right of Station 56+63.75 on the centerline of the highway, said point being an angle in the west line of the Welbaum land; thence with the west line of the Welbaum land, South 5° 29' 40" East 106.63 feet to an angle in the west line; thence still with the west line of the Welbaum land, South 34° 04' 40" East 762.51 feet to the point of beginning, containing 6.207 acres, more or less.

26-5-6  
MIAMI

PARCEL 5

Located in Section 16, Town 2, Range 5, M.R.S., Miami Township, Montgomery County, Ohio, and being the north part of Lot 5 in Section 16, and being described as follows: Beginning at a point in the east line of Section 16 and in the centerline of Springboro Pike at the southeast corner of a 72.344 acre tract conveyed to Lacsea, Inc. by deed recorded in Book 2354, page 385, Montgomery County Deed Records, said point being the northeast corner of Lot 5 and the northeast corner of a 54-acre tract described in the deed to Blanche McCabe recorded in Book 2017, page 493, Montgomery County Deed Records; thence with the north lines of Lot 5 and the 54-acre tract and the south line of the 72.344-acre tract South 70° 15' 20" West, 1669.75 feet to the southwest corner of the 72.344 acre tract and the southeast corner of a 6.207 acre tract conveyed to Lacsea, Inc. by deed recorded in Book 2354, page 385, Montgomery County Deed Records; thence continuing with the north lines of Lot 5 and the 54-acre tract and with the south line of the 6.207 acre tract South 70° 44' 30" West, 659.08 feet to the southwest corner of the 6.207 acre tract and the east line of a perpetual easement for highway purposes conveyed to the State of Ohio; thence with the east line of the perpetual easement southwardly 500 feet, more or less, to the northwest corner of a 1.08 acre tract conveyed to Miamisburg Congregation of Jehovah's Witnesses by deed recorded in Book 2059, page 621, Montgomery County Deed Records; thence with the north line of the 1.08 acre tract North 89° 46' East parallel with the centerline of the Miamisburg-Springboro Road, 421 feet to an iron pin; thence with the east line of the 1.08 acre tract South 0° 14' East 153.95 feet, more or less, to the centerline of the Miamisburg-Springboro Road passing at 129.2 feet an iron pin in the north right-of-way line of said road; thence with the centerline of the Miamisburg-Springboro Road North 39° 46' East 1424.21 feet, more or less, to the southwest corner of a 0.75 acre tract conveyed to the Miamisburg Congregation of the Brethren Church of Miami Township, Montgomery County, Ohio, by deed recorded in Book 156, page 313, Montgomery County Deed Records; thence with the west line of the 0.75 acre tract North 0° 13' 10" East parallel to the centerline of the Springboro Road and the

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76 586C03



east line of Section 16, 165 feet to the northwest corner of the 0.75 acre tract; thence with the North line of the 0.75 acre tract North 89° 46' East parallel to the centerline of the Miamisburg-Springboro Road, 190 feet to the east line of Section 16 and the centerline of Springboro Pike; thence with the east line of Section 16 and the centerline of Springboro Pike North 5° 15' 10" East, 1125 feet, more or less, to the place of beginning, containing 46.77 acres, more or less.

Together with a right-of-way as a means of ingress and egress over a strip of land 20 feet wide taken by parallel lines off the east end of the following described premises:

Situate in Miami Township, Montgomery County, Ohio, and in Section 16, Township 2, Range 5, M.R.S., and being a part of a tract of land containing 54.75 acres conveyed to Blanche McCabe, and being bounded and described as follows: Beginning at an iron pin where the easterly right-of-way line of a highway known as Route 75 intersects the northerly right-of-way line of the Miamisburg and Springboro Road; thence North 5° 41' East along the Easterly right-of-way line of said Route 75, a distance of 100.5 feet to an iron pin; thence North 89° 46' East parallel with the centerline of said Miamisburg-Springboro Road 421.00 feet to an iron pin; thence South 0° 14' East 129.2 feet to an iron pin on the Northerly right-of-way line of said Miamisburg-Springboro Road; thence North 83° 18' West along the North line of said road 161.00 feet to an iron pin; thence continuing along the North line of said road North 88° 14' West 271.5 feet to the place of beginning, containing 1.08 acres, more or less.

26-3-13  
MIAMI

PARCEL 6

Located in Section 11, Town 2, Range 5, M.R.S., Miami Township, Montgomery County, Ohio, and described as follows: Beginning on the west line of Section 11, in the centerline of Springboro Pike and at the southwest corner of land conveyed to Junior J. Davis, et al. by deed recorded in Book 1928, Page 418, Montgomery County Deed Records; thence with the south line of the Davis land and with its eastward extension, South 82° 33' East 898.93 feet to the northwest corner of land now or formerly belonging to Clarence L. King; thence with the west line of the King land, South 5° 21' West 692.40 feet to the northeast corner of land conveyed to Michael A. Dowden, et al. by deed recorded in Book 2218, Page 168, Montgomery County Deed Records; thence with the north line of the Dowden land North 82° 21' West 899.34 feet to the west line of Section 11 and the centerline of the Springboro Pike; thence with the west line of Section 11 and with the centerline of Springboro Pike, North 5° 22' 30" East 689.25 feet to the point of beginning, containing 14.249 acres, more or less.

26-3-30, 40  
MIAMI

PARCEL 7

Located in Section 11, Town 2, Range 5, M.R.S., Miami Township, Montgomery County, Ohio, and being part of a 59.7 acre tract of land as described in Book 1900, Page 579, Montgomery County Deed Records, and being described as follows: Beginning at an iron pin at the intersection of the centerline of Swamp Road and the west line of Section 11, at the northwest corner of the 59.7 acre tract; thence with the north line of the 59.7 acre tract and the centerline of Swamp Road South 89° 12' East 375.00 feet to an iron pin; thence South 1° 37' East 236.13 feet to a wood stake; thence North 89° 31' West 374.91 feet to the west line of Section 11 and the west line of the 59.7 acre tract; thence with such west line North 1° 37' West 238.20 feet to the place of beginning, containing 2.040 acres, more or less.

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PARCEL 8

26-3-3739  
MIAMI

Located in Section 11, Town 2, Range 5 M.R.S., Miami Township, Montgomery County, Ohio, and being part of a 59.7 acre tract of land as described in Book 1900, Page 579, Montgomery County Deed Records, and being described as follows: Beginning at an iron pin at the southwest corner of the 59.7 acre tract; thence with the west line of the 59.7 acre tract North 1° 37' W 466.0 feet; thence South 89° 31' East 374.91 feet to a wood stake; thence South 1° 37' East 466.0 feet to a wood stake in the south line of the 59.7 acre tract; thence with the south line of the 59.7 acre tract North 89° 31' West 374.91 feet to the place of beginning; containing 4.008 acres, more or less.

PARCEL 9

26-3-43  
MIAMI

Located in Section 11, Town 2, Range 5, M.R.S., Miami Township, Montgomery County, Ohio, and being part of a 59.7 acre tract of land described in Book 1900, page 579, Montgomery County Deed Records, and being described as follows: Beginning at a steel pin in the centerline of Swamp Road and in the north line of the 59.7 acre tract South 89° 12' East 375.00 feet from a steel pin at the northwest corner of the 59.7 acre tract; thence with the north line of the 59.7 acre tract South 89° 12' East 139.79 feet to a steel pin; thence South 0° 48' West 700.89 feet to an iron pin in the south line of the 59.7 acre tract; thence with the south line of the said 59.7 acre tract North 89° 31' West 110.21 feet to a wood stake; thence North 1° 37' West 702.13 feet to the place of beginning; containing 2.01 acres, more or less.

PARCEL 10

DIV. 2, 3 (NOTE OMIT IND. 13, 14 NOW KNOWN AS END. 12) → 26-3-12  
26-4-3  
MIAMI

Located in Sections 11 & 12, Town 2, Range 5, M.R.S., Miami Township, Montgomery County, State of Ohio and being described as follows: beginning at a point in the west line of Section 11, and in the centerline of Springboro Pike (State Route 741) and at the southwest corner of land conveyed to the Kendell Construction Company by deed recorded in Microfiche #72-250E07; thence eastwardly with the south line of the Kendell land South 82° 00' 50" East 330.00 feet to the southeast corner thereof; thence northwardly with the east line of the Kendell land, North 5° 22' 30" East 132.00 feet to the northeast corner thereof and the north line of Section 11 and the south line of land conveyed to the National Cash Register Company by deed recorded in Book 2333, Page 655; thence eastwardly with the north line of Section 11 and the south line of the NCR land, South 82° 00' 50" East 576.84 feet to the southeast corner thereof; thence northwardly with the east line of the NCR land, North 5° 22' 15" East 2,590.61 feet to the southwest corner of land conveyed to P.K. Properties by deed recorded in Microfiche #72-161E08; thence eastwardly with the south line of the P.K. land, South 83° 04' 00" East 100.00 feet to the southeast corner thereof; thence northwardly with the east line of the P.K. land, North 5° 22' 15" East 230.00 feet to the northeast corner thereof and the centerline of Lyons Road; thence eastwardly with the centerline of Lyons Road, South 83° 04' 00" East 471.82 feet to the northwest corner of land conveyed to Board of Township Trustees of Miami Township, by deed recorded in Microfiche #75-309C09; thence southwardly with the west line of the Township land, South 5° 44' 45" West 521.15 feet to the southwest corner thereof and a point in the north right-of-way line of proposed Interstate Route 675; thence eastwardly with the south line of the Township land and

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the north right-of-way line, North 67° 57' 45" East 395.52 feet to the northwest corner of land conveyed to the State of Ohio by deed recorded in Microfiche #76-160006; thence southwardly with the west line of the Ohio land and its southwardly extension, which is the west line of remaining land conveyed to George R. Oberer by deed recorded in Microfiche #73-22B12, South 5° 44' 45" West 2,502.52 feet to the south line of Section 12 and the southwest corner of the Oberer land; thence eastwardly with the south lines of Section 12 and the Oberer land, South 81° 42' 30" East 895.20 feet to the northwest corner of land conveyed to Charles L. Keenoy, Trustee by deed recorded in Book 2310, Page 388; thence southwardly with the west line of the Keenoy land, South 5° 26' 35" West 2,766.50 feet to the southwest corner thereof and the centerline of Spring Valley Road; thence westwardly with such centerline, North 82° 13' 10" West 2,701.99 feet to the west line of Section 11 and the centerline of Springboro Pike; thence northwardly with such west line and centerline, North 5° 22' 30" East 739.00 feet to the southwest corner of Springhaven, Section One as recorded in Plat Book 95, Page 20; thence eastwardly with the south line of Springhaven, Section One the following five courses, the last three of which are on the south right-of-way line of Ferndown Drive: (1) South 84° 37' 28" East 60.00 feet; (2) on a curve to the right with a radius of 25.00 feet for 39.27 feet to the south right-of-way line of Ferndown Drive in Springhaven, Section One, tangent to the curve at its point of beginning bearing North 5° 22' 30" East; (3) on a tangent bearing South 84° 37' 31" East 202.25 feet; (4) on a curve to the left with a radius of 1,074.30 feet for 409.12 feet; (5) on a tangent bearing North 73° 33' 20" East 451.00 feet to the southeast corner of Springhaven, Section One; thence North 73° 33' 20" East 453.76 feet; thence on a curve to the right with a radius of 25.00 feet for 39.27 feet; thence on a tangent bearing South 16° 26' 40" East 20.00 feet; thence North 73° 33' 20" East 82.00 feet; thence on a tangent bearing North 16° 26' 40" West for 20.00 feet; thence on a curve to the right with a radius of 25.00 feet for 39.27 feet; thence on a tangent bearing North 73° 33' 20" East 9.00 feet; thence North 16° 26' 40" West 60.00 feet; thence on a tangent bearing South 73° 33' 20" West 9.00 feet; thence on a curve to the right with a radius of 25.00 feet for 39.27 feet; thence on a tangent bearing North 16° 26' 40" West 1,146.42 feet; thence South 71° 53' 00" West 111.02 feet; thence South 82° 00' 00" West 480.00 feet; thence North 88° 34' 00" West 290.00 feet; thence North 84° 37' 30" West 310.00 feet to the west line of Section 11 and the centerline of Springboro Pike; thence northwardly with such west line and centerline, North 5° 22' 30" East 459.46 feet to the point of beginning, containing 181.889 acres, more or less. The Plat Book reference is to the Plat Records of Montgomery County. The balance of the record references are to the Deed Records of Montgomery County. Curved distances are measured on the arc.

JOHN D. VIVRONG  
 PUBLIC ADMINISTRATOR  
 MONTGOMERY COUNTY, OHIO  
 U.S. DEPARTMENT OF THE INTERIOR  
 BUREAU OF LAND MANAGEMENT  
 BY H.E.H. DATE 11-12-76  
 PUBLIC ADMINISTRATOR

- 76 586C06 -

0010098

QUIT-CLAIM DEED

7

K45-26-4-203

KNOW ALL MEN BY THESE PRESENTS: That MEAD REAL ESTATE INVESTMENTS, INC., an Ohio corporation, of Montgomery County, Ohio, for valuable consideration paid, grants to THE MEAD CORPORATION, an Ohio corporation, whose tax mailing address is Courthouse Plaza Northeast, Dayton, Ohio 45463, Attention: Corporate Real Estate, the real property described in Exhibit A attached hereto as a part hereof (the "Property").

Prior Instrument References: Deed Microfiche 98-260C10, Montgomery County, Ohio Records.

WITNESS the execution hereof this 6th day of May, 1998.

Signed and Acknowledged in the Presence of:

MEAD REAL ESTATE INVESTMENTS, INC., an Ohio corporation

*Mary Elizabeth Milburn*  
Printed Name: Mary Elizabeth Milburn

By: *G.T. Geswein*  
G.T. Geswein,  
President

*Jane A. Seibert*  
Printed Name: Jane A. Seibert

JOY A. CLARK  
RECORDER

STATE OF OHIO )  
COUNTY OF MONTGOMERY )

14N  
98 MAY 13 PM 12:08  
RECORDED

The foregoing instrument was acknowledged before me this 6th day of May, 1998, by G.T. Geswein, President of Mead Real Estate Investments, Inc., an Ohio corporation, on behalf of the corporation.

*Mary Elizabeth Milburn*  
Notary Public

This Instrument Prepared By:  
Timothy J. Mackert, Esq.  
Thompson Hine & Flory LLP  
2000 Courthouse Plaza, NE  
Dayton, Ohio 45402

MARY ELIZABETH MILBURN  
Notary Public, State of Ohio  
My Commission Expires April 28, 2003

0:\WOODS\LEAFLOSS\98\C\REAL TO INC.spd

A. J. WAGNER  
COUNTY AUDITOR  
MONTGOMERY COUNTY DAYTON, OHIO  
DESCRIPTION AND OWNERSHIP CHECKED  
AND APPROVED FOR STRAIGHT TRANSFER  
CLOSURE NOT CHECKED  
BY DC DATE 5-13-98  
MAP DEPARTMENT

98 MAY 13 PM 12:05

DEED 98-0313 C05

EXHIBIT A

**NEWMARK CENTRE  
PARCEL 1  
1.419 ACRES**

LOCATED IN SECTION 12, TOWN 2, RANGE 5, M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, STATE OF OHIO, BEING PART OF THAT LAND CONVEYED TO DANIS PROPERTIES, CO., INC., BY DEED RECORDED IN MF 89-483 C12 OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO, AS SURVEYED BY SCHAEFFER ENGINEERING & SURVEYING IN JANUARY, 1997, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF HUNTER'S CHASE TWO, AS RECORDED IN PLAT BOOK 126, PAGE 11 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 12; THENCE ALONG THE SOUTH LINE OF SAID SECTION 12 NORTH 81°58'24" WEST FOR 798.89 FEET TO AN IRON PIN SET, BEING THE TRUE POINT OF BEGINNING FOR THE LAND HEREIN DESCRIBED; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 12, NORTH 81°58'24" WEST FOR 97.49 FEET TO AN IRON PIN IN FOUND IN AN EAST LINE OF LAND CONVEYED TO THE MEAD CORPORATION BY DEED RECORDED IN MF 76-586 B10 OF THE DEED RECORDS OF SAID COUNTY; THENCE LEAVING SAID SECTION LINE AND ALONG SAID EAST LINE NORTH 5°35'36" EAST FOR 632.31 FEET TO AN IRON PIN SET IN THE SOUTH RIGHT-OF-WAY LINE OF GANDER CREEK DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 84°37'45" EAST FOR 97.40 FEET TO AN IRON PIN SET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE ON A NEW LINE SOUTH 5°35'36" WEST FOR 636.83 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1.419 ACRES, MORE OR LESS.

DEED 98-0313 C06

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

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

# Delaware

*The First State*

PAGE 1

19.00 04/28/03 15:01:22  
MERC-03-060325 0002  
Montgomery County  
Judy Dodge Recorder

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

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

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



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

3604888 8100M

030248126

AUTHENTICATION: 2367741

DATE: 04-15-03

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

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

MW CUSTOM PAPERS, INC. hereby certifies that:

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

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

MW CUSTOM PAPERS, INC.

By \_\_\_\_\_

Name: Joseph I. Hitter

Title: Assistant Secretary

# 11

### Know All Men by These Presents:

That Harry Wagner and Clara Wagner, Husband and Wife

in consideration of One Dollar to them paid by The Dayton Power and Light Company, the receipt of which is hereby acknowledged, do hereby grant and convey unto said The Dayton Power and Light Company, its successors and assigns forever, 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 Missel Township, Montgomery County, Ohio and being a tract of land containing 57.239 acres, more or less, situated in Section 12, Town 2, Range 5 Nrs., and being a part of the premises conveyed in a Warranty Deed recorded in Deed Book No. 471, page 379 of the deed records of Montgomery County, Ohio.

NO THE RECORDED COUNTY CLERK 1929 DEC 9 PM 2:46

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:

Said line shall overhang and cross over that part of the above described premises which lies south of the following described line:

Beginning at a point in the west property line (which is also the east line of the Miller tract) 5 feet north of the south property line (which is also the north line of the James M. Miller tract), thence eastwardly parallel to and 5 feet north of the aforesaid south property line 895.2 feet, more or less, to a point in the east property line (which is also the west line of the Christman tract).

File No. 1369  
Transferred N-N  
Received 12-9-29  
Time 2:49 - PM  
Recorded 12-7-29  
Fee \$ 1.20  
D.C. 488, V. 7, P. 25  
M. 100-1000, 100-1000

CONSTRUCTION COVERED BY THIS GRANT IS BEEN INSPECTED AND CONFORMS THEREWITH. Not Constructed as of Date 12-1-29 By K. Fryer

The Dayton Power and Light Company, its successors and assigns, by its employees and agents, may enter upon said premises from time to time to erect, repair and maintain or remove said line or part thereof and to cut and remove such trees or other obstructions as, in the opinion of the 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, 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, the said Harry Wagner and Clara Wagner, Husband and Wife

has hereunto subscribed their names

this 1st day of December 1949

Signed and acknowledged in the presence of:

Clara Wagner  
Clara Wagner

Harry Wagner  
Harry Wagner

Kenneth Fryer  
KENTON FRYER  
MONTGOMERY LAW DEPARTMENT

Clara Wagner  
Clara Wagner

William H. Matthews



STATE OF OHIO, COUNTY OF MONTGOMERY

Be it remembered, that on this 1st day of December in the year of our Lord

One thousand Nine hundred and Forty-nine before me, the subscriber, a Notary Public

in and for said County, personally came Harry Wagner and Clara Wagner



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

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

Kenneth Fryer

KENNETH FRYER, Notary Public  
in and for Montgomery County, Ohio  
My Commission Expires Oct 7, 1953

13549  
RIGHT OF WAY  
GRANT  
FROM  
Harry Wagner  
Clara Wagner  
TO  
The Dayton Power and Light Company

NOTARY PUBLIC  
ESSE HANES  
COUNTY AUDITOR  
1949 DEC 9 2 55 PM  
Transfer not Necessary  
County Auditor  
State of Ohio  
County, of: MONTGOMERY  
Presented for Record on the day of DEC 9 1949 at 2 55 PM  
o'clock  
Recorded in Book 1369 Page 304  
Deed Book 1369 Page 304  
County Recorder.  
Project No. 2620-18 - K. Fryer  
Form No. 11-1-14-4

132

NO TRANSFER NEEDED  
A.L. OSWALD  
COUNTY AUDITOR

THE OHIO BELL TELEPHONE COMPANY

JAN 23 '74

In consideration of One and No/100 Dollars (\$ 1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, we hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under and upon a strip of land five feet wide across the property and/or along the highway adjoining the property which we own, or in which we have an interest, situated in the Township of Miami County of Montgomery, State of Ohio, known as being part of a tract of land containing 57.239 acres more or less, situated in Section 12, Town 2, Range 5, E.R.S., as described in General Warranty Deed dated January 15, 1973 to George R. Oberer.

and being the same premises of record in Deed Book Page Microfiche 73 22 B12 of Montgomery County Records.

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

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

IN WITNESS WHEREOF, we have hereunto set our hand and seal, this 23rd day of January, 1974.

Signed and acknowledged  
in the presence of  
William M. McCrory

George R. Oberer - Husband  
Barbara E. Oberer - Wife

STATE OF OHIO }  
COUNTY OF } SS

Before me, a Notary Public in and for said County, personally appeared George R. Oberer and Barbara E. Oberer, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 18th day of November, 1973.

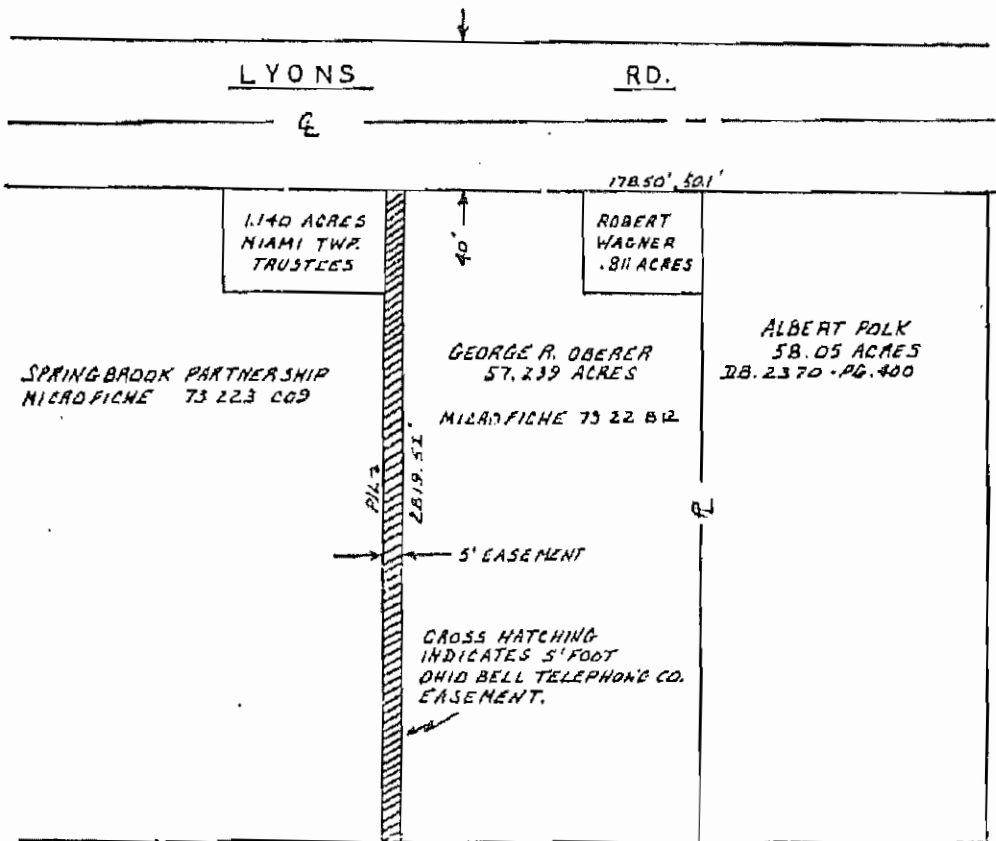


William M. McCrory  
Notary Public in and for  
MONTGOMERY, Notary Public  
in and for Montgomery County, Ohio  
My Commission Expires Oct 1, 1976  
County, Ohio.  
(Over)  
THIS INSTRUMENT RECORDED BY  
THE COUNTY CLERK OF MONTGOMERY COUNTY, OHIO

74 33C01

EXHIBIT "A"

TO EASEMENT DATED DEC. 18, 1973  
FROM: GEORGE R. OBERER  
TO: THE OHIO BELL TELEPHONE CO.

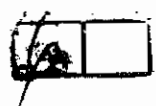


JOE D. PEGG  
RECORDER  
JAN 23 1 59 PM '74  
KOHLMONTY CO., OHIO  
RECORDED

NO SCALE

- 74 33002 -

#13  
#15  
#23



25744

VICKI D. PEGG  
RECORDER 9211

DEC 21 PM 3:09

TJH/CI9

MONTGOMERY CO. OHIO  
RECORDED

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 Association to satisfy obligations which are the responsibility of a particular Owner as set forth in Section 3.7. The Assessments shall not be used for any purposes other than those herein specified.

### ARTICLE III

#### THE ASSESSMENTS

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

3.2 Amount of the Annual Assessment.

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

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

3.2.3 The Common Expenses shall consist of the following:

- (a) the cost of the operation, management and administration of the Association;
- (b) the cost of the ownership, operation, maintenance, repair, and replacement of the Common Facilities and the cost of all other services to be provided by the Association;
- (c) the cost of any insurance to be provided and paid for by the Association;
- (d) an amount deemed adequate by the Board to maintain a reserve for the cost of uncollected assessments, for unexpected repairs and replacements of Common Facilities, and for maintaining sufficient cash flow to assure that the Association will be able to pay the Common Expenses when they become due;

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Surplus or Deficit.

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

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

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

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

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

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

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

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

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

3.8 Penalty for Late Payment and Interest. There shall be added to any Assessment not paid within the applicable period provided for pursuant to this Article III, a penalty equal to 4% of such Assessment or portion thereof which remains unpaid; provided that such penalty shall be added only once to each such unpaid Assessment or portion thereof. Each such unpaid Assessment shall also bear interest from the due date thereof until paid at the rate of 6% per annum above the Discount Rate, each change in such rate to be effective 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 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 or amendment to the Master Plan Standards by the Board, and the rules, regulations and policy statements of the Board pursuant to Section 10.4 or other applicable provisions of this Declaration, shall not be deemed amendments to this Declaration requiring vote under this Article XI.

## ARTICLE XII

### MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed and Acknowledged  
In the Presence of:

MEAD REALTY GROUP, INC.,  
an Ohio corporation

Smitty J. Herbert  
John J. Dues

By:

John J. Dues  
Name: John J. Dues  
Title: President

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

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

Smitty J. Herbert  
John J. Dues

By:

Louis R. Lunne  
Louis R. Lunne, President

NEWMARK ASSOCIATES,  
an Ohio general partnership

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

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

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF MONTGOMERY        )

Mead Realty Group, Inc.,

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

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

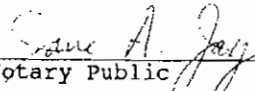
STATE OF OHIO                    )  
  ) SS:  
COUNTY OF MONTGOMERY        )

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

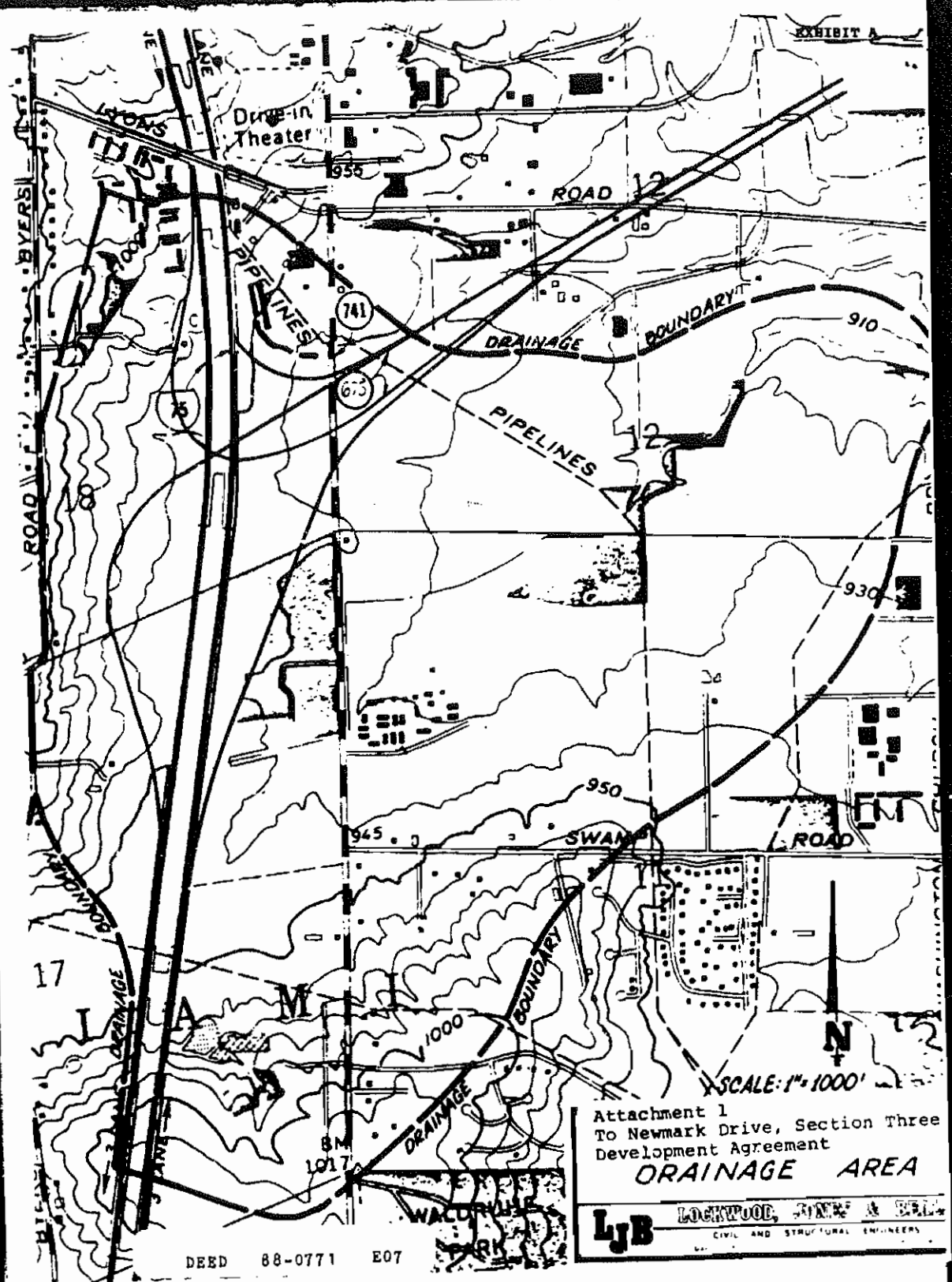
Jane A. Jay  
Notary Public      JANE A. JAY, Notary Public  
In and for the State of Ohio  
My Commission Expires May 18, 1992

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF MONTGOMERY        )

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

  
\_\_\_\_\_  
Notary Public

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



SCALE: 1" = 1000'

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

**LJB** LOCKWOOD, STINE & 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  $02^{\circ}-35'-57''$  WEST FOR 599 FEET TO A POINT; THENCE LEAVING SAID SECTION LINE AND SAID CENTERLINE OF WASHINGTON CHURCH ROAD, SOUTH  $59^{\circ}-16'-40''$  WEST FOR 1489 FEET TO A POINT; THENCE SOUTH  $45^{\circ}-00'-00''$  WEST FOR 452 FEET TO A POINT; THENCE SOUTH  $84^{\circ}-30'-28''$  WEST FOR 522 FEET TO A POINT; THENCE SOUTH  $47^{\circ}-29'-22''$  WEST FOR 163 FEET TO A POINT; THENCE SOUTH  $02^{\circ}-42'-29''$  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  $85^{\circ}-36'-05''$  WEST FOR 782 FEET TO A POINT; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, SOUTH  $46^{\circ}-48'-04''$  WEST FOR 1125 FEET TO A POINT; THENCE SOUTH  $22^{\circ}-44'-22''$  WEST FOR 737 FEET TO A POINT; THENCE SOUTH  $49^{\circ}-54'-50''$  WEST FOR 1568 FEET TO A POINT; THENCE SOUTH  $54^{\circ}-51'-57''$  WEST FOR 660 FEET TO A POINT; THENCE SOUTH  $69^{\circ}-08'-44''$  WEST FOR 225 FEET TO A POINT; THENCE NORTH  $86^{\circ}-11'-09''$  WEST FOR 150 FEET TO A POINT; THENCE NORTH  $69^{\circ}-34'-02''$  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  $11^{\circ}-15'-23''$  EAST FOR 2100 FEET; THENCE LEAVING SAID WEST LIMITED ACCESS RIGHT-OF-WAY LINE, NORTH  $37^{\circ}-29'-10''$  WEST FOR 1385 FEET TO A POINT IN THE CENTERLINE OF BYERS ROAD; THENCE WITH SAID CENTERLINE OF BYERS ROAD FOR THE FOLLOWING THREE COURSES: NORTH

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



EXHIBIT A (Cont.)

02°-38'-47" EAST FOR 1168 FEET TO A POINT; THENCE NORTH 69°-56'-57" EAST FOR 131 FEET TO A POINT; THENCE NORTH 02°-04'-13" EAST FOR 2039 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE OF BYERS ROAD, NORTH 18°-15'-46" EAST FOR 2106 FEET TO A POINT; THENCE SOUTH 70°-01'-01" EAST FOR 234 FEET TO A POINT; THENCE NORTH 87°-02'-21" EAST FOR 581 FEET TO A POINT; THENCE SOUTH 70°-12'-04" EAST FOR 531 FEET TO A POINT; THENCE SOUTH 49°-19'-44" EAST FOR 1780 FEET TO A POINT IN THE SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 675; THENCE SOUTH 37°-42'-58" EAST FOR 474 FEET TO A POINT; THENCE SOUTH 45°-47'-27" EAST FOR 421 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF NEWMARK DRIVE; THENCE SOUTH 63°-20'-35" EAST FOR 60 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF NEWMARK DRIVE; THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE OF NEWMARK DRIVE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 320 FEET AND AN ARC LENGTH OF 209.32 FEET (LONG CHORD BEARING NORTH 43°-02'-45" EAST FOR 180.58 FEET) TO A POINT; THENCE CONTINUING WITH SAID SOUTH RIGHT-OF-WAY LINE OF NEWMARK DRIVE, NORTH 59°-26'-05" EAST FOR 372.80 FEET TO THE NORTHMOST POINT OF NEWMARK PLAT, SECTION 4A, AS RECORDED IN PLAT HOOK 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 610 FEET TO A POINT IN THE CENTERLINE OF WASHINGTON CHURCH ROAD; THENCE WITH SAID CENTERLINE OF WASHINGTON CHURCH ROAD, SOUTH 02°-35'-57" WEST FOR 1601 FEET TO THE POINT OF BEGINNING, CONTAINING 1019 ACRES MORE OR LESS AND SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

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

#16

Know All Men by These Presents:

That Walter J. Miller, Unmarried

In consideration of One Dollar to him 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 40 acres, more or less, situated in the southwest 1/4 of Section 12, Town 2, Range 5 WRS., and being a part of the premises conveyed in a Sheriff's Deed recorded in Deed Book No. 343, page 517 of the deed records of Montgomery County, Ohio.

NO TYPING PERMITTED  
APR 25 1939  
COUNTY CLERK  
1939 DEC 9 PM 2:46

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:

Said line shall overhang and cross over that part of the above described premises which lies south of the following described line:

Beginning at a point in the west property line (which is also the east line of the Shields tract) 5 feet north of the south property line (which is also the north line of the James M. Miller tract), thence eastwardly parallel to and 5 feet north of the aforesaid south property line 907 feet, more or less, to a point in the east property line (which is also the west line of the Wagner tract).

File No. 13576  
Transferred 11-11  
Received 12-2-39  
Time 2:44 P.M.  
Recorded 12-2-39  
Fee \$ 1.20  
GEO. BRAUN'S OFFICE  
Montgomery County Clerk

CONSTRUCTION COVERED BY THIS GRANT  
AND CONFORMS THEREWITH  
Not Constructed as of  
12-1-39 By K. Fryer

The Dayton Power and Light Company, its successors and assigns, by its employees and agents, may enter upon said premises from time to time to erect, repair and maintain or remove said line or part thereof and to cut and remove such trees or other obstructions as, in the opinion of the 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 h is 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, the said Walter J. Miller, Unmarried

has hereunto subscribed his name this 1st day of December 1949

Signed and acknowledged in the presence of: Herman Esler Walter J. Miller  
Herman Esler Walter J. Miller

Kenneth Fryer  
Kenneth Fryer



STATE OF OHIO, COUNTY OF MONTGOMERY

Be it remembered, that on this 1st day of December in the year of our Lord One Thousand Nine Hundred and Forty-nine before me, the subscriber, a Notary Public in and for said County personally came Walter J. Miller

the latter 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.

Kenneth Fryer

KENNETH FRYER, Notary Public  
in and for the County of Montgomery, Ohio  
My Commission Expires Dec 31, 1950

13546  
RIGHT OF WAY  
GRANT

FROM  
Walter J. Miller  
TO  
The Dayton Power and Light Company

NO. 13546  
Transfer not Necessary  
1949 DE 9  
Pill 2 46  
County Auditor  
State of Ohio  
Presented for Record on the 9 day of December 1949 at 9:00 o'clock AM  
Recorded 2 in 77 Deed Book 77 Page 77  
County Recorder  
Project No. 2620-48 - K. Fryer  
Form No. 14-1-18-47

KNOW ALL MEN BY THESE PRESENTS:

That James M. Miller, Unmarried; Walter Aaron Miller, Unmarried; Gladys B. Miller, Widow; Frances N. Hammond and Dean H. Hammond, her Husband; James S. Miller and Virginia K. Miller, his Wife, in consideration of One Dollar (\$1.00) to them paid by The Dayton Power and Light Company, the receipt of which is hereby acknowledged, do hereby grant and convey unto said The Dayton Power and Light Company, its successors and assigns forever, the right of way and easement, subject to legal highways, for a line for the transmission and/or distribution of electric energy thereover, for any and all purposes for which electric energy is now, or may hereafter be used, with the right to construct, maintain and use or remove said line and appurtenances subject to the conditions hereinafter contained, over and across the following premises, viz:

Situated in Miami Township, Montgomery County, Ohio,

and being a tract of land containing 167 acres, more or less, situated in the northwest 1/4 of Section 11, Town 2, Range 5 NRS., and being the same premises described in a Certificate for the Transfer of Real Estate, recorded in Deed Book No. 1362, page 50 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 3 feet south of the north property line (which is also the south line of the Shields tract); thence eastwardly 1120 feet to a point 2 feet south of the aforesaid north property line (which is also the south line of the Miller tract at this point); thence eastwardly 1250.2 feet, more or less, to a point in the east property line (which is also the west line of the Fox tract) 2.25 feet south of the aforesaid north property line (which is also the south line of the Wagner tract at this point).

The Dayton Power and Light Company, its successors and assigns, by its employes 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 grantees 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 grantors their 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 employes, 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, the said James M. Miller, Unmarried; Walter Aaron Miller, Unmarried; Gladys B. Miller, Widow; Frances N. Hammond and Dean H. Hammond, her Husband; James S. Miller and Virginia K. Miller, his Wife, have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

Signed and acknowledged  
in the presence of:

<u>Paul T. Miller</u> - as to 1 & 2. Paul T. Miller	<u>James M. Miller</u> 1. James M. Miller
<u>Kenneth Fryer</u> - as to 1, 2, 3, 6 & 7. Kenneth Fryer	<u>Walter Aaron Miller</u> Walter Aaron Miller
<u>Kenneth B. Stewart</u> - as to 3. Kenneth B. Stewart	<u>Gladys B. Miller</u> 3. Gladys B. Miller
<u>Carl L. Bean</u> - as to 4 & 5 Carl L. Bean	<u>Frances H. Hammond</u> 4. Frances H. Hammond
<u>B. B. Wales</u> - as to 4 & 5 B. B. Wales	<u>Dean H. Hammond</u> 5. Dean H. Hammond
<u>Lumie Bailey</u> - as to 6 & Lumie Bailey	<u>James S. Miller</u> 6. James S. Miller
	<u>Virginia K. Miller</u> Virginia K. Miller

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Be it remembered, that on this 27<sup>th</sup> day of December,  
in the year of our Lord One Thousand Nine Hundred and Forty-nine, before me,  
the subscriber, a Notary Public in and for said County, personally came

James H. Miller and Walter Aaron Miller

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

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

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

STATE OF OHIO, COUNTY OF GREENE, SS:

Be it remembered, that on this 28<sup>th</sup> day of December,  
in the year of our Lord One Thousand Nine Hundred and Forty-nine, before me,  
the subscriber, a Notary Public in and for said County, personally came

Gladys B. Miller

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 herunto subscribed my name and  
affixed my notarial seal on the day and year last aforesaid.

Kenneth B. Stewart  
KENNETH B. STEWART, Notary Public  
in and for Greene County, Ohio  
My Commission Expires Oct. 7, 1950

STATE OF MICHIGAN, COUNTY OF CALHOUN, SS:

Be it remembered, that on this 17 day of January, 1950,

in the year of our Lord One Thousand nine Hundred and Forty-nine, before me, the subscriber, a Notary Public in and for said County, personally came

Frances M. Hammond and Dean Hammond

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

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

*[Signature]*  
My Commission Expires Mar. 1, 1950



STATE OF OHIO, COUNTY OF BUTLER, SS:

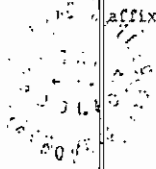
Be it remembered, that on this 28 day of DECEMBER in the year of our Lord One Thousand Nine Hundred and Forty-nine, before me, the subscriber, a Notary Public in and for said County, personally came

James S. Miller and Virginia K. Miller

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

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

*Luanne Bailey*  
LUANNE BAILEY, Notary Public  
Butler County, Ohio  
Commission Expires March 30, 1950



THIS GRANT IS  
NOT CONSTRUCTED AS OF  
Date 12-28-49 By K. Fryer



*1/27/50*  
*Notary Public*

File No. 1115  
Transferred N.N.  
Recorded 1-27-50  
Time 11:49 A.M.  
Indexed 1-27-50  
Fee \$ 1.80  
E.P. BRAUNSCHWEIGER  
SHERIFF, BUTLER COUNTY, OHIO

Springbrook, Sec. 1  
Twp. 12 N  
R. 15 E  
574/1520  
attn. 3 thru 6  
to. Holzer Creek

Rec. 2280  
3/24/75

14195

DISTRICT: GREATER MORAIN BEAVERCREEK SEWER DISTRICT

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

That SPRINGBROOK PARTNERSHIP,

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 water line~~ through the following described real estate:

NOT RECORDED  
RECORDED

SEP 2 1975

JOE D. PEGG  
RECORDER  
SEP 2 2 34 PM '75  
MONTGOMERY CO. OHIO  
RECORDED  
No fee

I hereby certify that said partnership was registered in the Clerk of Courts Office on

5-2-73  
JESSE YONER  
CLERK OF COURTS

By *[Signature]*  
DEPUTY

4-2-75  
DATE

- 75 405A04



Located in Section 11, Town 2, Range 5 M.R.S., Miami Township, Montgomery County, State of Ohio and being a permanent easement fifteen and 00/100 (15.00) feet in width, seven and 50/100 (7.50) feet on each side of a centerline described as follows: beginning at a point in the west line of said Section 11 and the centerline of Springboro Pike (State Route 741), said point being the northwest corner of Springhaven, Section One as recorded in Plat Book 95, Page 20 in the Plat Records of Montgomery County, Ohio; thence with the north lines of said Springhaven, Section One for the following five courses: South eighty-four degrees thirty-seven minutes thirty seconds (84° 37' 30") East for one hundred forty-five and 00/100 (145.00) feet; thence North seventy-three degrees forty-three minutes twenty seconds (73° 43' 20") East for one hundred fifty-five and 85/100 (155.85) feet; thence South eighty-four degrees forty-six minutes no seconds (84° 46' 00") East for two hundred seventy-four and 14/100 (274.14) feet; thence North ten degrees seven minutes ten seconds (10° 07' 10") East for two hundred sixteen and 37/100 (216.37) feet; thence South eighty-five degrees twelve minutes twenty seconds (85° 12' 20") East for forty-seven and 67/100 (47.67) feet to the centerline and true beginning of said easement; thence North seven degrees forty-two minutes fifty seconds (7° 42' 50") East for one hundred forty-five and 04/100 (145.04) feet; thence North twelve degrees twenty-four minutes forty seconds (12° 24' 40") East for two hundred fifteen and 80/100 (215.80) feet; thence North sixteen degrees twenty-eight minutes thirty seconds (16° 28' 30") East for two hundred ninety-six and 53/100 (296.53) feet; thence North eighty-two degrees no minutes no seconds (82° 00' 00") East for two hundred seventy-two and 00/100 (272.00) feet; thence North seventy-four degrees forty-one minutes fifty seconds (74° 41' 50") East for three hundred four and 04/100 (304.04) feet; thence North seventy-one degrees fifty-three minutes no seconds (71° 53' 00") East for three hundred twenty and 00/100 (320.00) feet; thence North sixty-one degrees seventeen minutes no seconds (61° 17' 00") East for two hundred eighty-six and 18/100 (286.18) feet; thence parallel with and seven and 50/100 (7.50) feet south of the south line of land conveyed to Miss G. Fox, et al., "Trustee" by deed recorded in Deed Book 2462, Page 309 in the Deed Records of Montgomery County, Ohio, South eighty-one degrees forty-two minutes thirty seconds (81° 42' 30") East for five hundred ninety and 00/100 (590.00) feet to a point located three hundred fifteen and 62/100 (315.62) feet west of the west line of land conveyed to Charles L. Keenoy, "Trustee" by deed recorded in Deed Book 2319, Page 388 in the Deed Records of Montgomery County, Ohio as measured along a line parallel with and seven and 50/100 (7.50) feet south of the south line of said Fox, "Trustee" land, and there terminate.

Note: The above-described easement is located on land conveyed to Springbrook Partnership by deed recorded in Reference #75 223C09 in the Deed Records of Montgomery County, Ohio.

Said property now is owned by SPRINGBROOK PARTNERSHIP

75 405A05

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/or water line~~ 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/or water line~~.

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 Lawrence W. Friel, Jr., Designated Agent; and Anthony J. Cantagallo, Secretary; of Springview Corp. Managing Partner of Springbrook Partnership, an Ohio General Partnership

hereunto subscribed their name on this 11th day of

August, 1975.

Executed in the presence of us:

William W. Keam

[Signature]  
Designated Agent

[Signature]

[Signature]  
Secretary

STATE OF OHIO) SS:

Before me, the undersigned, a Notary Public in and for the State of Ohio, Montgomery County, personally appeared Lawrence W. Friel, Jr., Designated Agent, and Anthony J. Cantagallo, Secretary; of Springview Corp. Managing Partner of Springbrook Partnership, an Ohio General Partnership. the grantor in the foregoing easement deed, and acknowledged the execution thereof to be their 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 11th day of August, 1975.

\_\_\_\_\_  
Notary Public in and for the State of Ohio

CAROL GRIFFITH, Notary Public  
PICKAWAY & FRANKLIN COUNTIES OHIO  
MY COMMISSION EXPIRES JUNE 8, 1980

This instrument prepared by:  
De C. Falke, Prosecuting Attorney  
by William W. Keam

75 405A06

05446

3

D/M

LIMITED WARRANTY DEED

26-3-69  
Miami

KNOW ALL MEN BY THESE PRESENTS: That this Limited Warranty Deed is made by and between THE MEAD CORPORATION ("Mead"), an Ohio corporation, and MEAD LAND SERVICES, INC. ("MLS"), an Ohio corporation, whose tax mailing addresses are The Mead World Headquarters, Courthouse Plaza N.E., Dayton, Ohio 45463, under the following circumstances:

R4285 001 .00

A. By this Deed MLS is acquiring the parcel of real property situate in Section 11, Town 2, Range 3, MRS, Miami Township, Montgomery County, Ohio containing approximately 2.674 acres as described in Exhibit A (the "Property"), for the purpose of developing and constructing thereon an office building and related improvements.

B. In order to (i) enhance the value and attractiveness of (a) the Property, (b) Mead's parcel of land adjoining the Property on the East, containing approximately 1.890 acres as described in Exhibit B (the "Mead Property") and (c) such of the other lands in the vicinity of the Property acquired by Mead in the deed (the "Title Deed") recorded at Microfiche 76-586B10 of the Montgomery County Deed Records as are now owned, leased or occupied by Mead; (ii) provide certain utility services and access to the Mead Property and the portion(s) of the land described in the Title Deed located on the east side of State Route 741 which are now owned, leased or occupied by Mead ("Mead's Other Property"); and (iii) provide certain utility services to the Property, Mead and MLS have agreed to impose certain restrictive covenants upon the Property and the Mead Property, grant and reserve certain easements for utility and roadway purposes and to enter into certain agreements with respect to the construction of a roadway on the Property and the Mead Property, the dedication of such roadway to public use and the filing of subdivision plats in connection therewith.

C. Mead and MLS desire to more fully set forth the terms and conditions of such easements, covenants and agreements in this Deed.

TRANSFERRED  
ROBERT L. PODERER  
COUNTY AUDITOR

APR 14 '83

RECORDER

66-A

APR 14 2 10 PM '83

MON. CO OHIO

83-158A01

DIV. 3

26-3-69  
MMMI

EXHIBIT A  
PROPERTY

SITUATED IN SECTION 11, TOWN 2, RANGE 5 M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO AND BEING LOCATED WITHIN A 167.9 ACRE TRACT CONVEYED TO THE MEAD CORPORATION BY DEED RECORDED IN M.F. 76-586110 IN THE RECORDS OF SAID MONTGOMERY COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF A 28.7 ACRE TRACT CONVEYED TO PEARL AND JADE ENTERPRISES BY DEED RECORDED IN M.F. 78-126D10, SAID POINT ALSO BEING ON THE EAST CONTROLLED ACCESS RIGHT-OF-WAY LINE OF SPRINGBORO ROAD (S.R. 741) 60 FEET FROM CENTER; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 05° 32' 34" EAST 456.63 FEET TO AN IRON PIN AT THE SOUTHWEST CORNER OF A 0.81 ACRE TRACT CONVEYED TO THE KENDALL CONSTRUCTION COMPANY BY DEED RECORDED IN M.F. 72-250E07; THENCE ALONG THE SOUTH LINE OF SAID 0.81 ACRE TRACT, SOUTH 82° 00' 00" EAST 267.80 FEET TO AN IRON PIN; THENCE ALONG A NEW LINE SOUTH 07° 54' 27" WEST 444.86 FEET TO AN IRON PIN ON THE NORTH LINE OF SAID 28.7 ACRE TRACT; THENCE, ALONG THE NORTH LINE OF SAID 28.7 ACRE TRACT, NORTH 84° 37' 30" WEST 249.20 FEET TO THE PLACE OF BEGINNING, CONTAINING 2.674 ACRES MORE OR LESS.

APPROVED *April 8* 1983  
NO PLAT REQUIRED  
Montgomery County Planning Commission

*[Signature]*

**FRED F. FRECKER**  
COUNTY ENGINEER  
MONTGOMERY COUNTY, DAYTON, OHIO  
DESCRIPTION AND OWNERSHIP  
CHECKED AND APPROVED  
BY *dj* DATE *4/14/83*  
MAP DEPARTMENT

83-158A02 ↓

NOW, THEREFORE, Mead, for valuable consideration paid, grants, with limited warranty covenants, to MLS the Property and the easements described in Paragraph 1 below. The Property and such easements are conveyed on and subject to the covenants, agreements, reservations, exceptions, terms and conditions set forth in the following Paragraphs 1 through 7.

1. UTILITY EASEMENT GRANTED. The easements granted by Mead to MLS pursuant to the foregoing paragraph are described as follows:

1.1 Utility Easement. A perpetual non-exclusive easement on, under and across the portions of the Mead Property and Mead's Other Property described in Exhibit C (the "Easement Parcel") to construct, install, maintain, repair, replace, use and operate any and all pipes, mains, pipelines, fixtures, equipment, appliances and appurtenances thereto (collectively "Public Utility Facilities") as may be necessary or desirable to provide adequate systems for the supply of water, sewage and waste disposal and drainage, to the Property. Such easement is hereinafter referred to as the "Utility Easement".

1.2 Sewer Easement. A perpetual non-exclusive easement to construct, install, maintain, repair, replace, use and operate an 8 inch sanitary sewer line and all related Public Utility Facilities under and across the portion of Mead's Other

Property described in Exhibit D attached hereto (the "Sewer Easement Parcel"). The foregoing easement is hereinafter called the "Sewer Easement".

The Utility Easement and the Sewer Easement are granted subject to the provisions of Paragraphs 3 and 4.

2. RESERVED EASEMENTS. Mead hereby excepts and reserves from the Property, the following easements:

2.1 Reserved Utility Easement - 1. A perpetual non-exclusive easement to construct, install, maintain, repair, replace, remove, use and operate such Public Utility Facilities on, under and across the parcel of land described in Exhibit E (the "Reserved Easement Parcel - 1") as may be necessary or desirable to provide adequate systems for the supply of water, sewage and waste disposal and drainage to any buildings and other improvements now or hereafter located on the Mead Property and/or Mead's Other Property. MLS shall also have the right, subject to the provisions of Paragraph 3 hereof, to construct, install, maintain, repair, replace, use and operate Public Utility Facilities on the Reserved Easement Parcel - 1, as may be necessary or desirable to provide adequate systems for the supply of water, sewage and waste disposal and drainage to the Property. The foregoing utility easement (the "Reserved Utility Easement - 1") is reserved by Mead subject to the provisions of Paragraphs 3 and 4 and Subparagraph 2.2.

2.2 Reserved Utility Easement - 2. A perpetual non-exclusive easement under and across the portion of the Property described in Exhibit F ("Reserved Easement Parcel - 2") to construct, install, maintain, repair, replace, use and operate all conduits, wires, pipes, pipelines, fixtures, equipment, appurtenances, appliances and appurtenances thereto (collectively "Private Utility Facilities") as may be necessary or desirable to provide adequate systems for the supply of gas, electrical power, telephone, cable television and other communication services to the Mead Property and Mead's Other Property. (Such easement is hereinafter referred to as "Reserved Utility Easement - 2").

2.3 Reserved Utility Easement - 3. A perpetual non-exclusive easement on, under and across the portion of the Property described in Exhibit G ("Reserved Easement Parcel - 3") to construct, install, maintain, repair, replace, use and operate any and all Private Utility Facilities as may be necessary or desirable to provide adequate systems for the supply of gas, electrical power, telephone, cable television and other communication services to the Mead Property and Mead's Other Property. Such easement is hereinafter referred to as the "Reserved Utility Easement - 3."

MLS shall also have the right, subject to the provisions of Paragraph 3 hereof, to construct, install, maintain, repair, replace, use and operate on and under Reserved

Easement Parcels - 2 and 3 such Public and Private Utility Facilities (collectively, "Utility Facilities") as may be necessary or desirable to provide adequate systems for the supply of sewage and waste disposal, drainage, gas, electrical power, telephone, cable television and other communication services to the Property.

2.4 Reserved Roadway Easement. A perpetual non-exclusive easement for ingress and egress to the Mead Property and Mead's Other Property on, over and across the Reserved Easement Parcel - 1 together with the right to construct, install, maintain, repair and replace a paved roadway and related improvements and additions, extensions and modifications thereto (collectively, "Roadway Improvements"). MLS shall have the right to use the Reserved Easement Parcel - 1 for roadway purposes together with the right to construct, install, maintain, repair and replace Roadway Improvements thereon. All Roadway Improvements which MLS or Mead shall construct on the Reserved Easement Parcel - 1 shall be subject to the common use of Mead and MLS and the respective employees, agents, tenants, subtenants and invitees of Mead and MLS. MLS shall maintain all Roadway Improvements constructed on the Reserved Easement Parcel - 1 in good condition and repair, make all repairs and replacements necessary to maintain such condition and shall pay all costs and expenses incurred in maintaining, repairing and replacing such Roadway Improvements. The foregoing roadway easement (the "Roadway Easement") shall be subject to the provisions of Paragraphs 3 and 4 and Subparagraph 2.1.



3. TERMS AND CONDITIONS OF UTILITY EASEMENT, RESERVED  
UTILITY EASEMENT AND SEWER EASEMENT.

3.1 Mead hereby reserves the right to use the Easement Parcel and the Sewer Easement Parcel for utility purposes together with the right to (i) construct, install, maintain, repair, replace, use and operate Public Utility Facilities thereon and make connections to any Public Utility Facilities now or hereinafter located thereon, all as may be necessary or desirable to provide adequate systems for the supply of water, sewage and waste disposal and drainage to any buildings and other improvements now or hereafter located on the Mead Property and/or Mead's Other Property, (ii) use the Easement Parcel and the Sewer Easement Parcel for roadway purposes and for any and all such other purposes as will not interfere with the use and enjoyment of the Utility Easement and the Sewer Easement granted MLS; provided that Mead shall not construct buildings or other permanent structures (other than Roadway Improvements) within the Easement Parcel or the Sewer Easement Parcel.

3.2 All Public Utility Facilities constructed by MLS or Mead on the Easement Parcel, the Sewer Easement Parcel or Reserved Easement Parcel - 1 and all Private Utility Facilities constructed by Mead or MLS on Reserved Easement Parcels - 2 and 3 (a) shall be installed underground, except

with the prior written approval of Mead, manholes and other fixtures and appurtenances for access, repair and maintenance to the underground lines, pipes, wires and conduits may be located on the surface, which approval shall not be unreasonably withheld, and (b) with respect to the Easement Parcel and the Reserved Easement Parcel - 1, wherever possible all Public Utility Facilities shall be located outside the limits of the Roadway Improvements to be constructed thereon pursuant to Paragraph 4.

3.3 In connection with the installation of any Utility Facilities by MLS or Mead on the Easement Parcel, the Sewer Easement Parcel, Reserved Easement Parcel - 1, Reserved Easement Parcel - 2 or Reserved Easement Parcel - 3, if any portion of land subject thereto or any improvements thereon (including, but not limited to, Roadway Improvements) shall be damaged, removed or disturbed, the party responsible therefor shall make such repairs and replacements and do and perform such other work as is necessary to restore the same, as nearly as possible, to the condition existing prior to such installations.

3.4 Both MLS and Mead shall have the right to grant to any public utility company or governmental authority (i) water and sanitary sewer line, storm sewer and drainage easements within the Easement Parcel and Reserved Easement Parcel - 1 (collectively hereinafter called the "Easement Parcels"),

(ii) a sanitary sewer line easement within the Sewer Easement Parcel and (iii) electric, gas, telephone, cable TV and other communication facility easements within Reserved Easement Parcels - 2 and 3; provided that (a) all such easements with respect to the Easement Parcels shall be granted on and subject to the terms, conditions and provisions of Subparagraphs 1.1, 2.1, 2.4 and Paragraphs 3 and 4, (b) all such easements with respect to the Sewer Easement Parcel shall be granted on and subject to the terms, conditions and provisions of Subparagraph 1.2 and Paragraphs 3 and 4, and (c) all such easements with respect to Reserved Easement Parcels - 2 and 3 shall be granted on and subject to the terms, conditions and provisions of Subparagraphs 2.2 and 2.3 and Paragraph 3. If requested by either MLS or Mead, the other party shall join in the execution of any such easements.

3.5 If Mead shall make any connection with or tap into any Utility Facilities constructed by MLS on the Easement Parcels or the Sewer Easement Parcel, such connections and taps shall be made at Mead's cost and expense. MLS shall make no charge to Mead therefor and shall waive the right to collect any sums which may be chargeable to Mead pursuant to any protection agreement that may be in effect between MLS and Montgomery County or any other governmental authority with respect to any such Utility Facilities, and if Mead is required to pay any such sums to such governmental authority, MLS shall reimburse Mead therefor.

4. DEDICATION; CONSTRUCTION OF ROADWAY IMPROVEMENTS;  
WATER AND SEWER.

4.1 At its sole cost and expense, MLS shall construct and install on the Easement Parcels, in accordance with the requirements of Montgomery County for dedicated public streets in the commercial area (the "County Specifications"), Roadway Improvements consisting of a 37-1/2 foot wide three lane paved roadway and all curbs, gutters and other related improvements as are required under the County Specifications (such Roadway Improvements being hereinafter referred to as the "Roadway"). MLS, at its sole cost and expense, shall also construct and install (i) under and along the Easement Parcels, a 10" water line and related Public Utility Facilities (the "Water Line") extending from the 12" water main in State Route 741 at the westerly boundary line of Reserved Easement Parcel - 1 to the easterly boundary of the Easement Parcel, together with such connecting lines, tap and connector valves as Mead may require in order to provide an adequate supply of water to the Mead Property and Mead's Other Property; and (ii) under and along the Sewer Easement Parcel and the Easement Parcel, an 8" sanitary sewer line and related Public Utility Facilities (the "Sewer Line") extending from the existing sewer line terminus near the easterly boundary line of the Sewer Easement Parcel to a point at the westerly boundary line of the Easement Parcel and the easterly boundary line of the Property, together with such connecting lines, tap and connector valves as Mead may require in order to provide an

adequate supply of sanitary sewer service to the Mead Property and Mead's Other Property. In addition, MLS shall, at its sole cost and expense, cause the Easement Parcels, the Roadway and the Water and Sewer Lines to be dedicated to the public for public street and utility purposes and accepted by Montgomery County or such other governmental authority as has jurisdiction thereof (the "Governmental Authority"). The name to be established for such street shall be selected by Mead. Such dedication shall be made subject to the Utility Easement, the Reserved Utility Easement - 1 and any other easements created pursuant to Subparagraph 3.4, unless the Governmental Authority will refuse to accept the dedication subject to such easements; provided however, in any event, adequate provision for the construction, operation, use, maintenance and repair by Mead and MLS of all Public Utility Facilities which are located or are to be constructed in the Easement Parcels pursuant to this Subparagraph 4.1, shall be provided for in the dedication. In connection with such dedication, MLS shall prepare, execute, post, file, and deliver all required bonds and all plats, record plans, deeds and other instruments as may be necessary to accomplish such dedication and acceptance and, if necessary, shall prepare, execute, deliver and record a subdivision plat with respect to the Property and Mead Property. Mead agrees to assist in the preparation of such deeds, plats, record plans and other instruments of dedication and the subdivision plats and join in the execution of any or all thereof (except the

required bonds which are the sole responsibility of MLS); provided that (i) MLS shall pay and hold Mead harmless from all costs and expenses in connection therewith and (ii) all such documents, instruments and subdivision plats shall be subject to Mead's prior approval. MLS agrees that by not later than September 30, 1983 it shall have fully completed in accordance with this Subparagraph 4.1, the construction and installation of the Roadway and the Water and Sewer Lines, and the Easement Parcels, Roadway and Water and Sewer Lines shall have been dedicated and accepted by the Governmental Authority as above provided. In connection with the construction of the Roadway on the Easement Parcel, Mead hereby grants MLS the nonexclusive license to enter upon such land for purposes of construction of Roadway Improvements in accordance with this Subparagraph 4.1.

4.2 If MLS has not completed the construction and installation of the Roadway and the Water and Sewer Lines in accordance with Subparagraph 4.1 by September 30, 1983, and/or if by such date the Easement Parcels, the Roadway and the Water and Sewer Lines have not been dedicated and accepted by the Governmental Authority as provided in Subparagraph 4.1, Mead may (but shall not be obligated to) construct and install the Roadway and the Water and Sewer Lines and dedicate the Easement Parcels, the Roadway and the Water and Sewer Lines for public use. If Mead exercises its right to construct the Roadway or the Water or Sewer Lines or to dedicate the Easement Parcels,

the Roadway or the Water or Sewer Lines, upon demand, MLS shall pay Mead all costs incurred in connection therewith. MLS hereby appoints Mead its attorney-in-fact to (i) execute and deliver all plats, record plans, deeds and other instruments of dedication, and subdivision plats with respect to the Property as may be necessary or desirable in order to so dedicate the Easement Parcels, the Roadway and the Water and Sewer Lines, (ii) obtain, post and file all required bonds and (iii) do all such other things as Mead may deem appropriate in connection with the dedication of the Easement Parcels, the Roadway and the Water and Sewer Lines or in order to obtain acceptance thereof by the Governmental Authority. The foregoing appointment of Mead as MLS's attorney-in-fact for such purposes shall be irrevocable and deemed to be coupled with an interest and shall bind all successors in title to all or any part of or any interest in the Property.

4.3 At any time before completion of the dedication and the construction of the Easement Parcels, the Roadway and the Water and Sewer Lines and the acceptance thereof by the governmental Authority, Mead may request and MLS shall obtain and deliver to Mead a two year irrevocable letter of credit in the amount of \$100,000 to secure the performance of MLS' obligations with respect to such dedication, construction and installation as provided in Paragraph 4.1. Such letter of credit shall be issued by The Third National Bank and Trust Company (or another national bank located in Dayton, Ohio and

acceptable to Mead) and shall be delivered to Mead within five days of Mead's written request to MLS. If upon demand MLS fails to pay Mead any of the sums as provided above, Mead may draw upon the letter of credit by furnishing to the issuing bank its draft and a certificate of an engineer registered in Ohio that the Roadway, Water Line or Sewer Line were not constructed by MLS as required by Subparagraph 4.1 and that all costs incurred in connection with the construction thereof by Mead are as stated in the certificate. The letter of credit shall be returned by Mead to MLS promptly after the Easement Parcels, the Roadway and the Sewer and Water Lines have been dedicated, completed and accepted by the Governmental Authority and Mead has been reimbursed for all costs with respect thereto.

5. OFFICE USE AND IMPROVEMENTS.

MLS and Mead agree that the Property is conveyed subject to, and Mead hereby declares that the Mead Property shall be subject to, the covenants, restrictions and limitations set forth in this Paragraph 5. So long as Mead or any "Affiliate" (as hereinafter defined) of Mead retains title to or holds a leasehold interest in any part of the land described in the Title Deed, the following restrictions shall apply:

5.1 The Property and the Mead Property shall be used exclusively for the construction, use and operation of an office building or buildings and related improvements. Such building(s) and related improvements shall comply with



the Miami Township Zoning Resolution for O-2 districts as in effect from time to time.

5.2 No construction of any buildings or other improvements on the Property or the Mead Property or additions or alterations thereto shall be commenced until complete plans and specifications for such buildings, improvements, alterations or additions (including site plans, building elevations, site landscaping, grading plans and plans for off street parking of vehicles) have been submitted to and approved by Mead in writing, which shall not be unreasonably withheld. After such approval is obtained, no change or modification to the approved plans affecting the exterior of the buildings or the improvements or the parking or driveway layout shall be made without the further written approval of Mead.

5.3 The exterior building walls of all buildings constructed on the Property or the Mead Property shall be constructed substantially (not less than 66-2/3%) of architectural concrete (either cast-in-place or pre-cast), architectural masonry (brick, stone or brick or stone veneer, or architectural concrete masonry units approved by Mead in writing), or glass (or other architectural panel approved by Mead in writing) curtain walls. The exterior building walls of any building on the Property or the Mead Property shall not be constructed of wood or wood products or metal siding panels.

5.4 In any use of the Property or the Mead Property not prohibited by Subparagraph 5.1 or 5.6, truck parking areas shall be screened as necessary by evergreens or other suitable screens so that no more than 25% of any such areas shall be visible from Springboro Pike (State Route 741) or any other public street which bounds either the Property or the Mead Property.

5.5 No sign or other advertising or identification device (collectively, "Sign") of any character or kind shall be erected, displayed, attached or permitted upon the Property or the Mead Property or any building or structure located thereon unless Mead's written approval of the Sign and its location is first obtained and such Sign is in accordance with the then current requirements of the Governmental Authority having jurisdiction. Prior to erection, attachment or display of any Sign, complete plans therefor shall be submitted to Mead which shall be in a form sufficient to convey the total impression created by the Sign. Mead's approval of the plans for any such Sign will not be withheld if it conforms to the limitations and requirements set forth in this Subparagraph 5.5 and Subparagraph 5.7 and in the reasonable opinion of Mead such Sign is in keeping with the general character of the existing developments on Mead's Other Property and with such additional future development thereon as may be contemplated by Mead.

No billboards, rooftop signs, awning signs, canopy signs, marquee signs, painted wall signs, temporary or portable signs, balloons, pennants, banners, streamers or flag signs shall be permitted on the Property or the Mead Property, except one free-standing "For Sale" or "For Lease" sign on each property which shall not exceed 40 square feet in area, and one temporary Sign on each property during the initial construction of improvements thereon, provided each such construction Sign shall be subject to Mead's written approval prior to erection. All Signs shall be harmonious with the texture and color of the building to which it is affixed or, if free-standing, to the surrounding area. The total area of all Signs on any building wall shall not exceed 5% of the total frontal area of the face of the building to which it is affixed. No more than one permanent free-standing Sign may be erected on either the Mead Property or the Property, and the total size of each free-standing Sign shall not exceed 20 square feet. For the purposes of the foregoing Sign size requirements, the area of each Sign shall include the entire face of the Sign and any structural work incidental to its erection and/or decoration. If a Sign is composed of individual letters, figures, or designs then all such letters, figures and designs shall be considered as a part of the Sign area. No Sign shall project more than 12 inches from a wall. No Sign or any part thereof shall extend above the level of the roof line of the principal building(s) on the property on which it is located. Signs may be illuminated

provided that no flashing, travelling, animated or intermittent illumination shall be used. Such illumination shall be confined to the area of the Sign except when such illumination is provided by separate flood or spotlights located away from the Sign. No colored illumination other than white shall be used without the prior written approval of Mead.

5.6 Without modifying the limitations of Subparagraph 5.1 and notwithstanding any change in the Miami Township O-2 Zoning Resolution, none of the following shall be permitted on the Property or the Mead Property:

1. Motor vehicle service stations;
2. Drive-in and carry-out restaurants;
3. Convenience food stores;
4. Automobile, truck, trailer (including house trailers), recreational vehicle, boat and construction equipment sales and rentals;
5. Truck terminals;
6. Storage of materials or equipment outside a building.

5.7 No building, Sign or other structure any part of which extends above 975 feet above sea level shall be erected on the Property or the Mead Property.

5.8 "Affiliate" of a specified person or entity shall mean any person or entity that directly or indirectly controls, or is controlled by, or is under common control with the person or entity specified. The term "control" or "controlled by" means the possession, direct or indirect, of the power to direct or cause the direction of the management and/or policies of a person or entity, whether through the ownership of voting securities or interests, by contract, position, or otherwise. For purposes of this section, direct or indirect ownership of fifty percent (50%) of the outstanding voting securities or interests of any person or entity shall be deemed to be control of such person or entity.

6. MISCELLANEOUS.

6.1 Until such time as the Easement Parcels, the Roadway and the Water and Sewer Lines have been dedicated to the public, the construction and installation of the Roadway and the Water and Sewer Lines have been completed and paid for by MLS, and such dedication and construction has been accepted by the Governmental Authority, all in accordance with Subparagraph 4.1, every deed or other instrument conveying the Property, any part thereof or interest therein, shall provide that by acceptance thereof, each grantee therein (i) agrees to dedicate the Easement Parcels, the Roadway and the Water and Sewer Lines to the public, construct the Roadway and the Water and the Sewer Lines and cause such dedication and

construction to be accepted by the Governmental Authority in accordance with Subparagraph 4.1, (ii) ratify the appointment of Mead as its attorney-in-fact on the terms and conditions and for the purposes provided in Subparagraph 4.2, and (iii) upon Mead's written request shall obtain and deliver the letter of credit as provided in Subparagraph 4.3. Each such deed shall be executed and acknowledged by each grantee therein for the purpose of confirming the foregoing agreements.

6.2 The easements herein granted and reserved, the covenants and agreements of Mead and MLS and the restrictions and limitations affecting the Property set forth in this Deed are hereby declared to be easements, agreements, covenants, restrictions and limitations running with the land and shall be (a) binding upon, inure to the benefit of and be enforceable in actions at law and in equity by Mead (which in each case shall have the applicable meaning as provided in clause 6.2.1), and (b) binding upon, inure to the benefit of and be enforceable in actions at law and in equity by MLS.

6.2.1 For the purposes of Subparagraphs 3.2, 3.4, 4.2, 4.3 and 6.1 and Paragraph 5 the term "Mead" shall mean The Mead Corporation, any successor to The Mead Corporation by corporate merger or consolidation, or the purchaser of all or substantially all of the assets of The Mead Corporation.

The term "Mead" as used in Paragraphs 1 and 2 and Subparagraphs 3.1, 3.3 and 4.1 of this Deed shall mean The Mead Corporation or each of its successors in title to the Mead Property or Mead's Other Property, or any part of or interest in either such property, but only during and with respect to such periods of time as The Mead Corporation or each successor in title shall be the record owner of the Mead Property, Mead's Other Property or any part of or interest in the Mead Property or Mead's Other Property, and upon termination of its record ownership, The Mead Corporation and each such successor shall have no further rights, duties and obligations under this Deed with respect to the easements, covenants and agreements set forth herein.

6.2.2 The term "MLS" as used in this Deed shall mean Mead Land Services, Inc. or its successors in title to the Property or any part thereof or interest therein, but only during and with respect to such periods of time as Mead Land Services, Inc. or each such successor in title shall be the record owner of the Property or any part thereof or interest therein.

6.2.3 All captions and headings of the various paragraphs of this deed have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Deed.

6.2.4 Each exhibit referred to herein is attached hereto and made a part hereof.

7. PERMITTED EXCEPTIONS. The Property and the easements described in Paragraph 1 are conveyed subject to, and there are hereby excepted from the limited warranty covenants, the following:

(i) Legal highways;

(ii) Zoning, building, fire and other laws, ordinances, resolutions, rules and regulations;

(iii) Such real estate taxes and assessments for public improvements, general and special as are not due and payable as of the date of this Deed;

(iv) The covenants, agreements, reservations, exceptions, terms and conditions of this Deed; and

(v) All easements and restrictions of record as of the date of this Deed.



IN WITNESS WHEREOF, the parties have hereunto executed  
this Agreement as of the date first written above.

Signed and Acknowledged  
in the present of:

THE MEAD CORPORATION

Rebecca E. [Signature]  
Laura S. [Signature]

BY [Signature]  
JAMES R. SAMARTINI  
VICE PRESIDENT

MEAD LAND SERVICES, INC.

David S. [Signature]  
Ellen M. [Signature]

BY [Signature]  
JOHN J. DUES  
PRESIDENT

STATE OF OHIO )  
COUNTY OF MONTGOMERY ) SS:

The foregoing instrument was acknowledged before  
me on this 13<sup>th</sup> day of April, 1983 by James R. Samartini  
Samartini, Vice President of THE MEAD CORPORATION, an Ohio  
corporation, on behalf of the corporation.

Sandra M. Norris  
Notary Public

SANDRA M. NORRIS, Notary Public  
In and for the State of Ohio  
My Commission Expires SEPT. 1, 1987



STATE OF OHIO )  
COUNTY OF MONTGOMERY ) SS:

The foregoing instrument was acknowledged before  
me on this 13<sup>th</sup> day of April, 1983, by John J. Dues

President, of Mead Land Services, Inc., an Ohio corporation, on behalf of the corporation.

Ellen M. Matthys  
Notary Public

ELLEN MARIE MATTHYS, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03 O. R. C.

This instrument prepared by:

James J. Kendig  
Smith & Schnacke  
A Legal Professional Association  
2000 Courthouse Plaza NE  
P.O. Box 1817  
Dayton, Ohio 45401

EXHIBIT B

MEAD PROPERTY

SITUATED IN SECTION 11, TOWN 2, RANGE 5 M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO AND BEING LOCATED WITHIN A 167.9 ACRE TRACT CONVEYED TO THE MEAD CORPORATION BY DEED RECORDED IN M.F. 76-586B10 IN THE RECORDS OF SAID MONTGOMERY COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF A 28.7 ACRE TRACT CONVEYED TO PEARL AND JADE ENTERPRISES BY DEED RECORDED IN M.F. 78-126D10, SAID POINT ALSO BEING ON THE EAST CONTROLLED ACCESS RIGHT-OF-WAY LINE OF "PRINGBORO ROAD (S.R. 741) 60 FEET FROM CENTER; THENCE, ALONG THE NORTH LINE OF SAID 28.7 ACRE TRACT, SOUTH 84° 37' 30" EAST 249.20 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING FOR THE LAND HEREIN DESCRIBED; THENCE, ALONG THE EAST LINE OF A 2.674 ACRE TRACT, NORTH 07° 54' 27" EAST 444.86 FEET TO AN IRON PIN; THENCE, ALONG THE EAST LINE OF A 0.81 ACRE TRACT CONVEYED TO KENDALL CONSTRUCTION BY DEED RECORDED IN M.F. 72-250E07, NORTH 05° 22' 30" EAST 132.00 FEET TO AN IRON PIN ON THE NORTH LINE OF SECTION 11 AND THE SOUTH PROPERTY LINE OF A 37.07 ACRE TRACT CONVEYED TO THE NATIONAL CASH REGISTER COMPANY BY DEED RECORDED IN VOLUME 2333, PAGE 655 OF THE RECORDS OF SAID COUNTY; THENCE, ALONG SAID SECTION LINE AND PROPERTY LINE, SOUTH 82° 00' 50" EAST 150.00 FEET TO AN IRON PIN; THENCE, ALONG A NEW LINE, SOUTH 07° 54' 27" WEST 560.17 FEET TO AN IRON PIN ON THE NORTH LINE OF SAID 28.7 ACRE TRACT; THENCE ALONG THE NORTH LINE OF SAID 28.7 ACRE TRACT NORTH 88° 34' 00" WEST 145.09 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1.890 ACRES MORE OR LESS.

83-158C01

EXHIBIT C  
EASEMENT PARCEL

BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED 1.890 ACRE TRACT;  
THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 07° 54' 27" EAST 70.07 FEET TO  
A POINT; THENCE, ALONG A NEW LINE SOUTH 84° 37' 30" EAST 115.19 FEET TO A POINT;  
THENCE, SOUTH 85° 59' 04" EAST 34.17 FEET TO A POINT; THENCE PARALLEL WITH  
AND 5 FEET EAST OF THE LINE OF SAID 1.890 ACRE TRACT SOUTH 07° 54' 27" WEST  
60.55 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE, ALONG  
THE SOUTHLINE OF SAID TRACT NORTH 88° 34' 00" WEST 145.09 FEET TO THE PLACE  
OF BEGINNING CONTAINING 0.223 ACRES MORE OR LESS.

APR 13 '83

NO TRUST FEE NEEDED  
ROBERT L. ROEBER  
COUNTY AUDITOR

- 83-158C02 -

EXHIBIT D

SEWER EASEMENT PARCEL

SITUATED IN SECTION 11, TOWN 2, RANGE 5 M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO AND BEING A 15 FOOT STRIP SANITARY SEWER EASEMENT LOCATED WITHIN A 167.9 ACRES TRACT OF LAND CONVEYED TO THE MEAD CORPORATION BY DEED RECORDED IN M.F. 76-586B10 IN THE RECORDS OF SAID MONTGOMERY COUNTY, OHIO, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHWEST CORNER OF A 28.7 ACRE TRACT CONVEYED TO PEARL AND JADE ENTERPRISES BY DEED RECORDED IN M.F. 78-126D10, SAID POINT ALSO BEING ON THE EAST CONTROLLED ACCESS RIGHT-OF-WAY LINE OF SPRINGBORO ROAD (S.R. 741) 60 FEET FROM CENTER; THENCE, ALONG THE NORTH LINE OF SAID 28.7 ACRE TRACT, SOUTH 84° 37' 30" EAST 249.20 FEET TO A POINT; THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTH 88° 34' 00" EAST 145.09 FEET TO A POINT; THENCE NORTH 07° 54' 27" EAST 7.55 FEET TO A POINT AND THE TRUE POINT OF BEGINNING OF THE CENTERLINE OF THE 15 FOOT STRIP SANITARY SEWER EASEMENT HEREIN DESCRIBED; THENCE, PARALLEL WITH AN 7.5 FEET NORTH OF THE NORTH LINE OF SAID 28.7 ACRE TRACT, SOUTH 88° 34' 00" EAST 146.00 FEET TO A POINT; THENCE CONTINUING PARALLEL WITH AN 7.5 FEET NORTH OF SAID NORTH LINE, NORTH 82° 00' 00" EAST 136.50 FEET TO THE TERMINUS OF SAID EASEMENT CENTERLINE CONTAINING 0.097 ACRES MORE OR LESS.

NO TRANSFER NEEDED  
ROBERT L. GODFREY  
COUNTY AUDITOR

APR 13 83

- 83-158C03 -

EXHIBIT E

RESERVED EASEMENT PARCEL - 1

BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED 2.674 ACRE TRACT; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SPRINGBORD ROAD (S.R. 741), NORTH 05° 32' 34" EAST 70.00 FEET TO A POINT; THENCE SOUTH 84° 37' 30" EAST 252.09 FEET TO A POINT ON THE EAST LINE OF THE ABOVE DESCRIBED 2.674 ACRE TRACT; THENCE, ALONG SAID EAST LINE SOUTH 07° 54' 27" WEST 70.07 FEET TO A POINT; THENCE ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED 2.674 ACRE TRACT NORTH 84° 37' 30" WEST 249.20 FEET TO THE PLACE OF BEGINNING CONTAINING 0.403 ACRES MORE OR LESS.

APR 13 83

NO TRANSFER NEEDED  
ROBERT L. RODGERER  
COUNTY AUDITOR

-83-158C04 1-

EXHIBIT F

RESERVED EASEMENT PARCEL - 2

BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED 2.674 ACRE TRACT; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SPRINGBORO ROAD (S.R. 741), NORTH 05° 32' 34" EAST 70.00 FEET TO THE TRUE POINT OF BEGINNING FOR THE 15 FOOT WIDE STRIP PRIVATE UTILITY EASEMENT HEREIN DESCRIBED; THENCE, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 05° 32' 34" EAST 15.00 FEET TO A POINT; THENCE SOUTH 84° 37' 30" EAST 252.71 FEET TO A POINT ON THE EAST LINE OF THE ABOVE DESCRIBED 2.674 ACRE TRACT; THENCE ALONG SAID EAST LINE SOUTH 07° 54' 27" WEST 15.02 FEET TO A POINT; THENCE NORTH 84° 37' 30" WEST 252.09 FEET TO THE TRUE POINT OF BEGINNING CONTAINING 0.08 ACRES MORE OR LESS.

APR 13 83

NO TOLLS  
COUNTY AUDITOR

- 83-158C05 †

EXHIBIT G

RESERVED EASEMENT PARCEL - 3

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED 2.674 ACRE TRACT;  
THENCE SOUTH 82° 00' 00" EAST 267.80 FEET TO A POINT AT THE NORTHEAST CORNER  
OF SAID 2.674 ACRE TRACT; THENCE ALONG THE EAST LINE OF SAID TRACT SOUTH 07°  
54' 27" WEST 10.00 FEET TO A POINT; THENCE PARALLEL WITH AND 10 FEET SOUTH OF  
THE NORTH LINE OF SAID 2.674 ACRE TRACT NORTH 82° 00' 00" WEST 267.39 FEET TO  
A POINT ON THE EAST RIGHT-OF-WAY LINE OF SPRINGBORD ROAD (S.R. 741); THENCE,  
ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 05° 32' 34" EAST 10.01 FEET TO THE  
POINT OF BEGINNING, CONTAINING 0.061 ACRES MORE OR LESS.

NO TRANSFER NEEDED  
APR 13 1983  
COUNTY AUDITOR  
COUNTY AUDITOR

83-158C06 1



08928

3  
VICAR D. E. E.  
RECORDER

AMENDMENT TO LIMITED WARRANTY DEED

12-A  
JUN 7 4 13 PM '83

THIS AMENDMENT is made as of the 27th day of MONTGOMERY CO. OHIO

May, 1983, by THE MEAD CORPORATION ("Mead"), an Ohio corporation, and MEAD LAND SERVICES, INC., ("MLS"), an Ohio corporation, whose tax mailing addresses are Mead World Headquarters, Courthouse Plaza N.E., Dayton, Ohio 45463, under the following circumstances:

A. By Limited Warranty Deed (the "Deed") dated as of April 13, 1983 and recorded in Microfiche 83-158A01 of the Montgomery County, Ohio Deed Records, Mead conveyed to MLS certain real property situated in Section 11, Town 2, Range 5 M.R.S., Miami Township, Montgomery County, Ohio containing approximately 2.674 acres as described in Exhibit A to the Deed, and certain other easements and rights set forth in the Deed, including a sewer easement (the "Sewer Easement") set forth in Subparagraph 1.2 of the Deed. The legal description of the property subject to the Sewer Easement is attached to the Deed as Exhibit D.

B. The parties now desire to amend the legal description of the land subject to the Sewer Easement.

NOW, THEREFORE, the parties hereto agree as follows:

NO TRANSFER NEEDED  
MONTGOMERY COUNTY AUDITOR

JUN 7 '83

1. The legal description attached to this Amendment as Exhibit D-1 is hereby substituted for the legal description attached to the Deed as Exhibit D, and the land subject to the Sewer Easement shall be that described in Exhibit D-1 hereto rather than that described in Exhibit D to the Deed.

2. Except as amended hereby, the Deed is not otherwise altered or amended, and the Deed as amended hereby is ratified and confirmed.

Signed and Acknowledged in the Presence of:

THE MEAD CORPORATION

*Laura Hahn*  
*Naraji Shumaker*

By *R. Paul B...*  
Vice President

62-111111

David L. Foster  
Sandra Vahn

MEAD LAND SERVICES, INC.

BY John J. Dues  
John J. Dues  
President

STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 27th day of May, 1983, by Bruce Paul Bedford, Vice President of The Mead Corporation, an Ohio corporation, on behalf of the corporation.

Martha V. Greenwood  
Notary Public

MARTHA V. GREENWOOD, JCD, Notary Public  
In and for the State of Ohio  
My Commission Expires Jan. 25, 1987

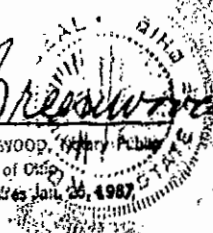


STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 27th day of May, 1983, by John J. Dues, (Vice) President of Mead Land Services, Inc., an Ohio corporation, on behalf of the corporation.

Martha V. Greenwood  
Notary Public

MARTHA V. GREENWOOD, Notary Public  
In and for the State of Ohio  
My Commission Expires Jan. 25, 1987



This instrument prepared by: Ellen M. Matthews  
Smith & Schnacke  
A Legal Professional Association  
P.O. Box 1817  
Dayton, Ohio 45401

83 253B12

EXHIBIT D-1

25 FOOT WIDE STRIP SANITARY SEWER EASEMENT  
TO MONTGOMERY COUNTY COMMISSIONERS

SITUATED IN SECTION 11, TOWN 2, RANGE 5 M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO AND BEING A 25 FOOT STRIP SANITARY SEWER EASEMENT LOCATED WITHIN A 167.9 ACRE TRACT OF LAND CONVEYED TO THE MEAD CORPORATION BY DEED RECORDED IN M.F. 76-586B10 IN THE RECORDS OF SAID MONTGOMERY COUNTY, OHIO, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHWEST CORNER OF A 28.7 ACRE TRACT CONVEYED TO PEARL AND JADE ENTERPRISES BY DEED RECORDED IN M.F. 78-126D10, SAID POINT ALSO BEING ON THE EAST CONTROLLED ACCESS RIGHT-OF-WAY LINE OF SPRINGBORO ROAD (S.R. 741) 60 FEET FROM CENTER; THENCE ALONG THE NORTH LINE OF SAID 28.7 ACRE TRACT, SOUTH 84° 37' 30" EAST 249.20 FEET TO A POINT; THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTH 88° 34' 00" EAST 172.5 FEET TO A POINT; THENCE NORTH 01° 26' 00" EAST 12.50 FEET TO A POINT AND THE TRUE POINT OF BEGINNING OF THE CENTERLINE OF THE 25 FOOT STRIP SANITARY SEWER EASEMENT HEREIN DESCRIBED; THENCE PARALLEL WITH AND 12.5 FEET NORTH OF THE NORTH LINE OF SAID 28.7 ACRE TRACT, SOUTH 88° 34' 00" EAST 119.00 FEET TO A POINT; THENCE CONTINUING PARALLEL WITH AND 12.5 FEET NORTH OF SAID NORTH LINE, NORTH 82° 00' 00" EAST 136.25 FEET TO THE TERMINUS OF SAID EASEMENT CENTERLINE CONTAINING 0.146 ACRES MORE OR LESS.

83 253C01

#20

NEWMARK DE  
PH II

19590

REFER TO RESOLUTION NO. 84-2028  
DATED NOVEMBER 13, 1984

3

DISTRICT: Greater Moraine-Beavercreek Sewer District  
South Holes Creek Sub-District

**EASEMENT DEED**

KNOW ALL MEN BY THESE PRESENT:

That The Mead Corporation, an Ohio corporation

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 utilities a sanitary sewer and/water line through the following described real estate:

Located in Miami Township, Sections 11 and 12, Town 2, Range 5 MRS.

( see page 2 for description)

NO TRANSFER NEEDED  
COUNTY RECORDER  
COUNTY ADDRESS

NOV 15 '84

VICEN B. PEGG  
RECORDER

Nov 21 2 39 PM '84

MONTGOMERY CO. OHIO  
RECORDED

SANITARY SEWER

THE FOLLOWING IS A DESCRIPTION OF THE CENTERLINE OF A 15-FOOT WIDE EASEMENT.


BEGINNING AT THE SOUTHWEST CORNER OF MEAD-NEWMARK PLAT, SECTION 2, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT NO. 2 OF MEAD-NEWMARK PLAT, SECTION 1, THENCE, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 720.00 FEET, AN ARC LENGTH OF 20.38 FEET (LONG CHORD BEARING SOUTH 87 45'21" EAST FOR 20.38 FEET) TO A POINT; THENCE, SOUTH 01 26'00" WEST FOR 60.00 FEET TO A POINT; THENCE, SOUTH 88 34'00" EAST FOR 117.69 FEET TO A POINT; THENCE, NORTH 82 00'00" EAST FOR 480.00 FEET TO A POINT; THENCE, NORTH 71 53'00" EAST FOR 111.02 FEET TO A POINT; THENCE, NORTH 16 26'26" WEST FOR 0.18 FEET TO A POINT; THENCE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, AN ARC LENGTH OF 102.71 FEET (LONG CHORD BEARING NORTH 62 22'27" EAST FOR 102.40 FEET) TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 23 10'46" EAST FOR 13.29 FEET TO ITS TERMINUS. THE CENTERLINE OF THIS EASEMENT IS INTENDED TO BE THE CENTERLINE OF THE SANITARY SEWER AS INSTALLED.

WATERLINE

BEGINNING AT THE SOUTHWEST CORNER OF MEAD-NEWMARK-PLAT, SECTION 2, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT NO. 2 OF MEAD-NEWMARK PLAT; THENCE, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 720.00 FEET, AN ARC LENGTH OF 20.38 FEET (LONG CHORD BEARING SOUTH 87 45'21" EAST FOR 20.38 FEET) TO A POINT; THENCE, SOUTH 88 34'00" EAST FOR 53.33 FEET TO A POINT; THENCE, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 720.00 FEET, AN ARC LENGTH OF 118.54 FEET (LONG CHORD BEARING NORTH 86 43'00" EAST FOR 118.41 FEET) TO A POINT; THENCE, NORTH 82 00'00" EAST FOR 267.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE, NORTH 08 00'00" WEST FOR 23.27 FEET TO A POINT; THENCE, NORTH 07 59'10" EAST FOR 281.76 FEET TO A POINT; THENCE, NORTH 00 55'08" WEST FOR 91.49 FEET TO AN IRON PIN IN THE NORTH LINE OF SECTION 11; THENCE, NORTH 05 22'15" EAST FOR 75.08 FEET TO A POINT; THENCE, WITH THE NORTH LINE OF SAID MEAD-NEWMARK PLAT SECTION 2, SOUTH 82 00'50" EAST FOR 30.03 FEET TO A POINT; THENCE, SOUTH 05 22'15" WEST FOR 72.06 FEET TO A POINT; THENCE, SOUTH 00 55'08" EAST FOR 92.18 FEET TO A POINT; THENCE, SOUTH 07 59'10" WEST FOR 13.25 FEET TO A POINT; THENCE, NORTH 82 00'50" WEST FOR 15.00 FEET TO A POINT; THENCE, SOUTH 07 59'10" WEST FOR 268.74 FEET TO A POINT; THENCE, SOUTH 08 00'00" EAST FOR 21.16 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF NEWMARK DRIVE; THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID NEWMARK DRIVE, SOUTH 82 00'00" WEST FOR 15.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 0.23 ACRES MORE OR LESS.

PREPARED BY: LOCKWOOD, JONES & BEALS  
MEAD TOWER OFFICE  
COURTHOUSE PLAZA NE  
DAYTON, OH 45402

BY:

  
John D. Haley, Ohio Registered  
Surveyor #6269

Said property now is owned by

The Mead Corporation  
M.F. 76-586B10

DEED 84-0549 E10

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 ~~the~~ water line 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 ~~the~~ water line .

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 The Mead Corporation by James R. Samartini, Vice President and Lorraine J. Francis, Assistant Secretary, its officers duly authorized has

hereunto subscribed its name on this 30th day of October, 1984.

Executed in the presence of us:

Sue L. Miller

THE MEAD CORPORATION

By: James R. Samartini  
James R. Samartini, Vice President

Susan M. Rapp

And: Lorraine J. Francis  
Lorraine J. Francis, Assistant Secretary

STATE OF OHIO) SS:  
MONTGOMERY COUNTY)

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

Montgomery County, personally appeared James R. Samartini,  
Vice President and Lorraine J. Francis, Assistant Secretary  
of The Mead Corporation, an Ohio corporation,  
the grantor in the foregoing easement deed, and acknowledged the execution thereof to be their 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 30th day of October, 1984.

Susan M. Rapp

Notary Public in and for the State of Ohio  
SUSAN M. RAPP, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 30, 1985



This instrument approved as to form by:

Lee C. Falke, Prosecuting Attorney

by Lee C. Falke

21811

VICKI D. PEGG  
RECORDER

D-A

Nov 26 3 33 PM '85

MONTGOMERY CO. OHIO  
RECORDED



EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That THE MEAD CORPORATION ("Grantor"), an Ohio corporation, for valuable consideration paid, grants to MEAD LAND SERVICES, INC., an Ohio corporation, whose tax-mailing address is Courthouse Plaza, N. E., Dayton, Ohio 45463, a perpetual non-exclusive easement to construct, install, maintain, repair, replace, use, operate and remove an underground fiber optics communication line on, under and across the following described real property (the "Property"):

Situate in Miami Township, Montgomery County, Ohio and being in Section 11, Town 2, Range 5 M.R.S. as particularly described in Exhibit A attached hereto and made a part hereof.

Grantor and its successors and assigns retain 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 herein granted.

WITNESS the execution hereof as of this 26th day of November 1985.

Signed and Acknowledged  
In the Presence of:

*[Handwritten signatures]*

THE MEAD CORPORATION

By *[Handwritten signature]*

Attest: *[Handwritten signature]*

NO TRANSFER NEEDED  
ROBERT L. ROBERTSON JR.  
MONT. COUNTY-AUDITOR  
1985 NOV 26 PM 8:29

DEED 85-0630 B10

STATE OF OHIO )  
COUNTY OF MONTGOMERY )

SS:

The foregoing instrument was acknowledged before me this  
20th day of November 1985 by James R. Samartini,  
Vice President, and Lorraine J. Francis, Assistant Secretary,  
of The Mead Corporation, an Ohio corporation, on behalf of the corpora-  
tion.

Edje Pottinger  
Notary Public

EDJE POTTENGER, Notary Public  
In and for the State of Ohio  
My Commission Expires March 1, 1988

This Instrument Prepared By:

The Mead Corporation  
Courthouse Plaza, N.E.  
Dayton, Ohio 45463

DEED 85-0630 B11



EXHIBIT A

LOCATED IN SECTION 11, TOWN 2, RANGE 5, M.R.S., MIAMI TOWNSHIP, MONTGOMERY COUNTY, STATE OF OHIO AND BEING A PRIVATE EASEMENT FOR OPTICAL FIBER CABLE THROUGH LAND CONVEYED TO THE MEAD CORPORATION BY DEED RECORDED IN MICROFICHE 76-586B10 IN THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO; SAID PRIVATE EASEMENT BEING 10.00 FEET WIDE, 5.00 FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT A MONUMENT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 11, AND THE EAST LINE OF NEWMARK DRIVE AS RECORDED IN PLAT BOOK 123, PAGE 28 IN THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO; THENCE, WITH SAID NEWMARK DRIVE EAST LINE SOUTH 05° 22' 15" WEST FOR 9.17 FEET TO AN IRON PIN; THENCE ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 380.00 FEET, AND AN ARC LENGTH OF 424.41 FEET (LONG CHORD BEARING S 37° 21' 59" WEST FOR 402.69 FEET); THENCE PARALLEL WITH AND 5.00 FEET EAST OF THE EAST LINE OF HUNT DRIVE SOUTH 16°-26'-40" EAST FOR A DISTANCE OF 550.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE, SOUTH 16° 26' 40" EAST PARALLEL WITH AND 5.00 FEET EAST OF THE EAST LINE OF HUNT DRIVE FOR 585.86 FEET; THENCE, SOUTH 61° 26' 40" EAST FOR 48.08 FEET; THENCE, SOUTH 16° 26' 40" EAST PARALLEL WITH AND 5.00 FEET EAST OF THE EASTERN TERMINUS OF FERNDOWN LANE FOR 32.34 FEET AND THERE TERMINATE. CONTAINING 0.16 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL EASEMENTS AND HIGHWAYS OF RECORD.

HUNTERS CHASE  
SECTION 2  
392

RECORDED

Refer to Resolution No. 86-18  
Dated January 7, 1986

31

JAN 8 9 46 AM '86

MONTGOMERY CO. OHIO

DISTRICT: GREATER MORAIN-BEAVERCREEK SEWER DISTRICT  
SOUTH HOLES CREEK SUB-DISTRICT

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENT:

That Mead Corporation

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 water line~~ through the following described real estate:

Located in Section 11, Town 2, Range 5, M.R.S., Miami Township, Montgomery County, State of Ohio, and being an easement for fifteen and 00/100 (15.00) feet wide, seven and 50/100 (7.50) feet on each side of the following described centerline;

Beginning at the northeasternmost corner of Ferndown Drive as recorded in Hunter's Chase in Plat Book 122 Page 4 of the Plat Records of Montgomery County, Ohio;

thence with the north line of said Ferndown Drive, South seventy-three degrees thirty-three minutes twenty seconds (73°-33'-20") West for nine and 00/100 (9.00) feet to an iron pin;

thence continuing with the north line of said Ferndown Drive and the east line of Hunt Drive in a northwesterly direction on a curve to the right, with a radius of twenty-five (25.00) feet for thirty-nine and 27/100 (39.27) feet to an iron pin, chord to said curve bears North, sixty-one degrees twenty-six minutes forty seconds (61°-26'-40") West for thirty-five and 36/100 (35.36) feet;

1986 JAN 8 - 8 AM 9:27

NO TRANSFER RECORDED  
ROBERT L. MOORE  
MONT. COUNTY AUDITOR

DEED 86-0012 A04

thence continuing with the east line of said Hunt Drive on a tangent to the last mentioned curve, bearing North sixteen degrees twenty-six minutes forty seconds (16°-26'-40") West for five hundred ninety-six and 42/100 (596.42) feet to an iron pin;

thence North seventy-three degrees thirty-three minutes twenty seconds (73°-33'-20") East for nine hundred fifty-nine and 93/100 (959.93) feet to an iron pin;

thence North five degrees twenty-six minutes thirty-five seconds (05°-26'-35") East for three hundred seventeen and 02/100 (317.02) feet to the true point of beginning of this description;

thence North sixty-seven degrees thirty-seven minutes sixteen seconds (67°-37'-16") West for one hundred ninety-five and 83/100 (195.83) feet;

thence North five degrees twenty-six minutes thirty-five seconds (05°-26'-35") East for one hundred and 79/100 (100.79) feet to the terminus in the north line of said Section 11, said point being North eighty-two degrees zero minutes two seconds (82°-00'-02") West and six hundred twenty-six and 73/100 (626.73) feet from the southeast corner of land conveyed to Danis Properties Company, Ltd. by deed recorded in Microfiche 84-385E01 in the Deed Records of Montgomery County, Ohio.

DEED

86-0012 AGS

DEED

Said property now is owned by Mead Corporation as recorded in Microfiche No. 76-586B10 in the Deed Records of Montgomery County, Ohio.

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/or water line~~ 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/or water line~~.

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 The Mead Corporation by James R. Samartini, Vice President, and Lorraine J. Francis, Assistant Secretary,

hereunto subscribed their names on this 13th day of December, 19 85.

Executed in the presence of us:

Mary Elizabeth Milburn

James R. Samartini  
James R. Samartini  
Vice President

Lorraine J. Francis

Lorraine J. Francis  
Lorraine J. Francis  
Assistant Secretary

STATE OF OHIO) SS:

Before me, the undersigned, a Notary Public in and for the State of Ohio, THE Montgomery County, personally appeared/ Mead Corporation by James R. Samartini, Vice President and Lorraine J. Francis, Assistant Secretary,

the grantor in the foregoing easement deed, and acknowledged the execution thereof to be their 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 13th day of December, 19 85.

Mary Elizabeth Milburn  
Notary Public in and for the State of Ohio

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

This instrument approved as to form by:  
Lee C. Falke, Prosecuting Attorney

by Lee C. Falke

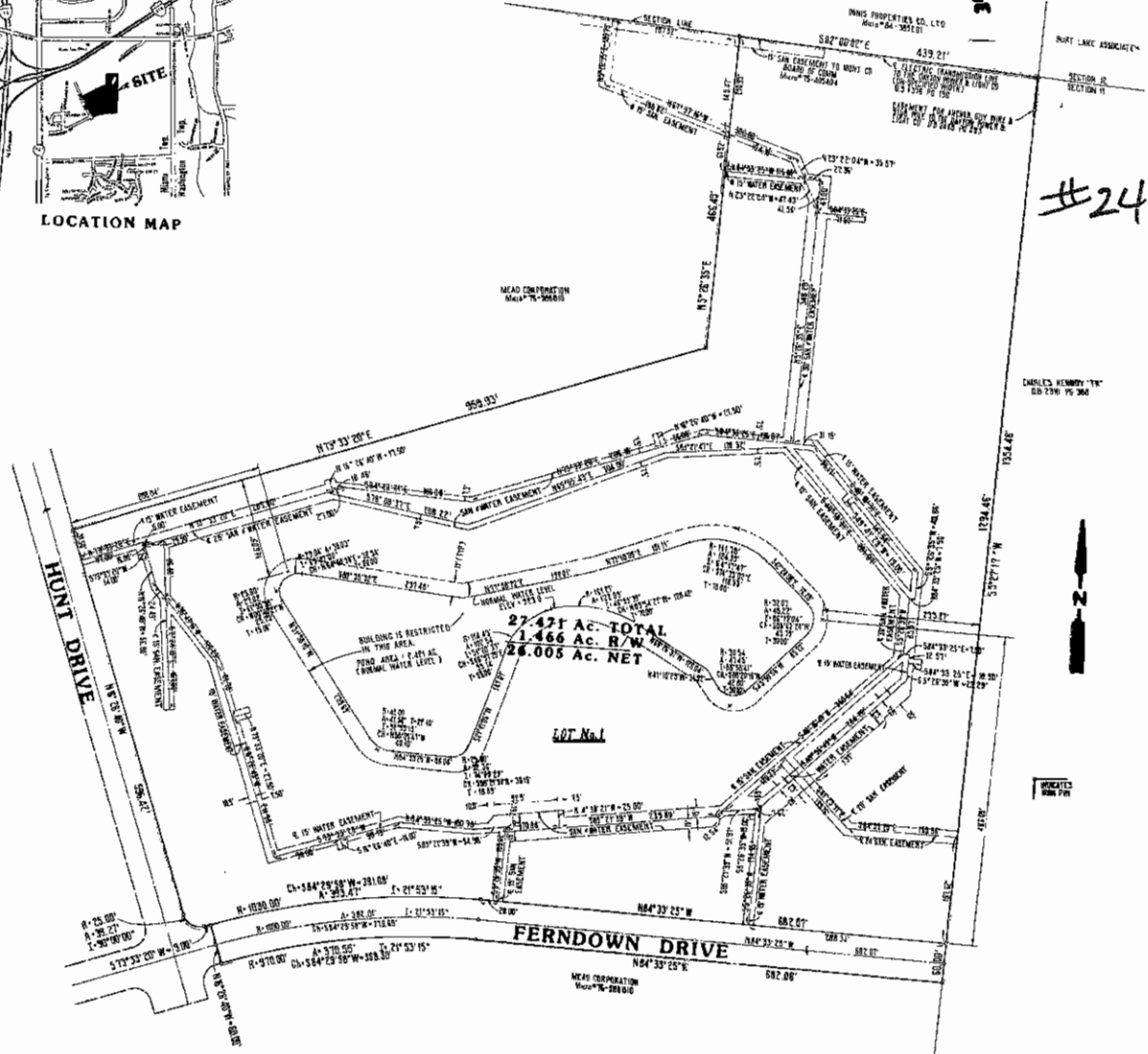
20X

RECORD PLAN  
**HUNTER'S CHASE II**  
 SEC. 11, T.2, R.5MR, MIAMI TWP.  
 MONTGOMERY COUNTY, OHIO  
 SCALE: 1" = 80'  
 27.471 ACRES

Book 126 Page  
 #24



LOCATION MAP



IF, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIENHOLDERS OF THE LAND BEING SUBDIVIDED DO HEREBY ACKNOWLEDGE THE MAKING AND SIGNING OF THE SAME TO BE OUR VOLUNTARY ACT AND DEED, AND DO HEREBY DECLARE THE SAME AS SHOWN ON THE WITHIN PLAT TO THE PUBLIC USE FOREVER, OPERATION, MAINTENANCE, REPAIRS AND REPLACEMENT OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE OR OTHER UTILITY LINES OR SERVICES AND FOR THE EXPRESS PURPOSES OF SERVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITIES, AND FOR PROVIDING EGRESS TO AND ACCESS FROM THE PREMISES FOR SAID PURPOSES, AND ARE TO BE MAINTAINED AS SUCH FOREVER.

STATED AND ACKNOWLEDGED IN THE PRESENCE OF:  
 THE HEAD CORPORATION  
 [Signatures of witnesses]

STATE OF OHIO, COUNTY OF MONTGOMERY, S.S.  
 BE IT REMEMBERED THAT ON THIS 19th DAY OF November 1985 before me, the undersigned, a Notary Public in and for said County and State, personally came the HEAD CORPORATION BY [Signature], known to me to be the duly authorized officer and representative of said Corporation and acknowledged the signing and execution of the foregoing plat to be their voluntary act and deed as such officers.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, ON THE DAY AND DATE ABOVE WRITTEN.  
 [Notary Signature]

DATE: November 19, 1985  
 STATE OF OHIO, COUNTY OF MONTGOMERY, S.S.  
 I, [Signature], being duly sworn, says that all persons and corporations, to the best of his knowledge, interested in this dedication, either as owners or lienholders, have united in its execution.  
 IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL, ON THE DAY AND DATE ABOVE WRITTEN.  
 [Notary Signature]

PROTECTIVE COVENANTS AND RESTRICTIONS  
 NO BUILDINGS SHALL BE ERECTED OR MAINTAINED ON THE WITHIN DESCRIBED POND AREA AND THE OWNER FROM TIME TO TIME OF THE WITHIN PLATTED LAND SHALL USE AND MAINTAIN SAID POND AREA FOR THE DETENTION OF SURFACE WATER RUN-OFF.

APPROVED BY THE MONTGOMERY COUNTY PLANNING COMMISSION  
 EXECUTIVE DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_  
 APPROVED FOR DESCRIPTION AND OWNERSHIP  
 [Signature] \_\_\_\_\_ DATE 11-26-85  
 MONTGOMERY COUNTY ENGINEER \_\_\_\_\_ CHECKED BY \_\_\_\_\_

CERTIFICATION:  
 THE WITHIN PLAT IS A SUBDIVISION OF 27.471 ACRES PART OF LANDS CONVEYED TO THE HEAD CORPORATION BY DEED RECORDED IN RECORD BOOK 70-880010 IN THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO. THE MEASUREMENTS ARE CERTIFIED CORRECT AND TRUE PERMITS ARE SET AS SHOWN. CORRE DISTANCES ARE MEASURED ON THE GROUND.  
 TRI-CITY ENGINEERING COMPANY  
 81: [Signature]  
 REGISTERED SURVEYOR OF OHIO BY STATE  
 PREPARED BY  
 TRI-CITY ENGINEERING COMPANY  
 CIVIL ENGINEERS & SURVEYORS  
 2151 EMBURY PARK RD. DAYTON, OHIO