



CHICAGO TITLE INSURANCE COMPANY®

ALTA COMMITMENT FOR TITLE INSURANCE

issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

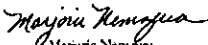
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemura
Secretary

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72C170B35

ALTA Commitment for Title Insurance (7-1-2021) w-OH Mod
Adopted (12-1-2022)

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements; and
 - f. Schedule B, Part II - Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Chicago Title Agency of Marion, Inc.
Issuing Office: 355 East Center Street, Suite 100, Marion, OH 43302
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 26-28265
Issuing Office File No.: 26-28265
Property Address: 2648 Troy Rd, Delaware, OH 43015

SCHEDULE A

1. Commitment Date: July 6, 2026 at 12:00 AM

2. Policy to be issued:

a. ALTA Homeowner's Policy (2021)

Proposed Insured: TBD

Proposed Amount of Insurance: \$0.00

The estate or interest to be insured: Fee Simple

b.

Proposed Insured:

Proposed Amount of Insurance: \$0.00

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple.

4. The Title is, at the Commitment Date, vested in:

WDW Land LLC, an Ohio limited liability company, by deed filed for record February 12, 2026 and recorded in Instrument No. 2026-00003868 of the Delaware County Records. (as to Parcels 1, 3, 5, 7 & 8)

Sugar Valey Properties LLC, an Ohio limited liability company, by deed filed January 10, 2014 and recorded in OR Book 1267, Page 2416 of the Delaware County Records (as to Parcels 2, 4 & 6)

Evelyn M Walters, Trustee, or her successors in trust, of the Evelyn M Walters Trust Agreement dated March 3, 1981 by deed filed for record November 5, 1999 and recorded in OR Book 8, Page 2062 of the Delaware County Records (as to 1/2 interest only in Parcel 6)

5. The Land is described as follows:

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SCHEDULE A
(Continued)

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

Date: July 23, 2026
Chicago Title Agency of Marion, Inc.



Kevin R. Hall, President

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Title Search Report
Legal Description

Parcel 1:

Situated in the Township of Troy, County of Delaware, and State of Ohio, and bounded and described as follows:

Being in the Northwest Quarter of Lot 2, Range 19, Township 5, Section 2, U.S. M. Lands, Troy Township, Delaware County, Ohio, and more particularly described as follows:

Beginning at a capped spike in the Northwest corner of Lot 2 in the center line of Troy Road No. 7;

Thence South 89 deg. 12' East along the North line of Lot 2 a distance of 3381.85 feet to a steel post;

Thence South 1 deg. 0' West a distance of 1670.55 feet to a steel post;

Thence North 89 deg. 17' West a distance of 3360.15 feet to a capped spike in the center line of Troy Road No. 7, this being the West line of said Lot 2;

Thence North 0 deg. 15' East along the West line of said Lot 2 a distance of 1675.45 feet to a capped spike and the PLACE OF BEGINNING. Same containing 129.18 acres of land, more or less.

EXCEPTING therefrom, the following described First Exception:

Situated in the Township of Troy, County of Delaware, and State of Ohio; Being a part of Farm Lot 2, Section 2, Township 5, Range 19, U.S. M. Lands and being more particularly described as follows: Commencing at a nail found in the centerline of County Road 7 (Troy Road) at the Northwest corner of Farm Lot 2 (being the Northwest corner of the 129.18 acre tract of land now or formerly owned by Dale and Evelyn Walters as described in Deed Book 380, Page 313;

Thence along the centerline of County Road 7, South 00 deg. 15' 00" West a distance of 1675.38 feet to a nail found at an angle point in said road and at the Northwest corner of a 126.53 acre tract of land now or formerly owned by Ruth Ann Warren, et al as described in Deed Book 484, Page 211, said nail being the TRUE PLACE OF BEGINNING of the herein to be described 5.002 acre tract;

Thence along the centerline of County Road 7, North 00 deg. 15' 00" East a distance of 60.00 feet to a railroad spike set;

Thence South 88 deg. 56' 51" East (passing over a 5/8 inch solid iron pin set at 30.00 feet) a total distance of 659.38 feet to a 5/8 inch solid iron pin set;

Thence North 26 deg. 55' 57" East a distance of 264.50 feet to a 5/8 inch solid Iron pin set;

Thence North 85 deg. 49' 17" East a distance of 448.47 feet to a 5/8 inch solid Iron pin set;

Title Search Report
Legal Description, continued

Thence South 14 deg. 01' 08" East a distance of 351.00 feet to a 5/8 inch solid Iron pin set on the North line of the aforementioned 126.53 acre tract, being 1.8 feet North of an existing fence;

Thence along the North line of the 126.53 acre tract, North 88 deg. 56' 51" West (passing over a 5/8-Inch solid iron pin set at 1281.89 feet) a total distance of 1311.89 feet to the TRUE PLACE OF BEGINNING; containing 5.002 acres, more or less.

EXCEPTING therefrom, the following described Second Exception:

Situated in the Township of Troy, County of Delaware, State of Ohio, being part of Farm Lot 2, In Section 2, Township 5, Range 19, of the United States Military Lands and being more particularly described as follows:

Commencing at a nail found at the Northwest corner of said Farm Lot 2, being in the centerline of County Road 7 (Troy Road);

Thence South 86 deg. 56' 14" East, along the North line of Farm Lot 2, and along the North line of a 129.18 acre tract now or formerly owned by Dale and Evelyn Walters, as described in Deed Book 380, Page 313, a distance of 2,012.18 feet to an iron bar set, being on the South line of 47.874 acre tract now or formerly owned by the Buckeye Valley Board of Education; as described in Deed Book 298, Page 92, and being the TRUE POINT OF BEGINNING of the following described tract, all iron bars set are set with a plastic cap marked "SLSS RS 6612";

Thence South 86 deg. 56' 14" East along the North line of Farm Lot 2, and along the South line of 47.874 acre tract and along the South line of 4.359 tract and along the South line of 4.359 acre tract now or formerly owned by James and Jean Rolffs, as described in Deed Book 472, Page 287, and along the South line of a 5.211 acre tract now or formerly owned by James and Jean Rolffs, as described in Deed Book 430, Page 113, (passing Iron pipes found at 728.38 feet and 1,059.98 feet) a total distance of 1,368.25 feet to an Iron pipe found, being the Southeast corner of the said 5.211 acre tract, also being the Northwest corner of a 16.019 acre tract now or formerly owned by Shapter Limited Partnership, as described in Deed Book 520, Page 706;

Thence South 03 deg. 02' 01" West, along the West line of the said 16.819 acre tract, a distance of 570.68 feet to an Iron pipe found, being the Southwest corner of the said 16.819 acre tract;

Thence North 87 deg. 10' 23" West a distance of 1,368.25 feet to an Iron bar set;

Thence North 03 deg. 01' 58" East, a distance of 576.32 feet to the TRUE POINT OF BEGINNING; Containing 18.014 acres, more or less, being part of the said 129.18 acre tract; subject to all easements, restrictions and rights-of-way, if any of record.

EXCEPTING therefrom, the following described Third Exception:

Situated in the State of Ohio, County of Delaware, Township of Troy, being part of Farm Lot 2, Section 2, Township 5, Range 19 of the United States Military Lands, being 6.143 acres out of a 106.614 acre tract conveyed to Dale E. Walters or his successors in trust under the

Title Search Report
Legal Description, continued

Dale E. Walters Trust Agreement date March 3, 1981, in Deed Book 583, Page 143, and being more particularly bond and described as follows:

Begin for reference at the intersection of the centerline of Troy Road (County Road 7) with the Northwesterly corner of said Farm Lot 2 and the Southwesterly corner of Farm Lot 3;

Thence South 00 deg. 15' 00" West, a distance of 1615.38 feet, with said centerline to a point at the Northwesterly corner of a 5.002 acre tract conveyed to William D. Walters by Deed Book 522, Page 339;

Thence South 88 deg. 56' 51" East a distance of 618.79 feet, with the Northerly line of said 5.002 acre tract, (passing an iron pin found at 30.00 feet), to an iron pin set at the TRUE PLACE OF BEGINNING of the herein described 6.143 acre tract;

Thence through said 106.614 acre tract, the following five (5) courses and distances:

6) North 34 deg. 09' 27" East, a distance of 219.88 feet to an Iron pin set;

7) North 01 deg. 35' 11" West a distance of 245.20 feet to an Iron pin set;

8) North 74 deg. 25' 35" East, a distance of 429.36 feet to an iron pin set;

9) South 52 deg. 37' 06" East, a distance of 600.70 feet to an Iron pin set;

10) South 05 deg. 02' 13" West a distance of 256.72 feet to an Iron pin set in the Southerly line of said 129.18 acre tract and the Northerly line of 9.047 acre tract conveyed to Chrs R. Richards by Official Record Volume 0206, Page 2525;

Thence North 88 deg. 56' 51" West, a distance of 292.38 feet, along said line to an iron pin found at the Southeasterly corner of said 5.002 acre tract;

Thence North 14 deg. 01' 38" West, a distance of 351.00 feet along the Easterly line of said 5.002 acre tract to an iron pin found at the Northeasterly corner of said 5.002 acre tract;

Thence South 85 deg. 49' 17" West, a distance of 448.47 feet along the Northerly line of said 5.002 acre tract to an Iron pin found at a Northwesterly corner of said 5.002 acre tract;

Thence South 26 deg. 55' 57" West, a distance of 264.58 feet to an Iron pin set, being a Southwesterly corner of said 5.002 acre tract;

Thence North 88 deg. 56' 51" West a distance of 40.59 feet to the TRUE PLACE OF BEGINNING, containing 6.143 acres, more or less, subject to all easements, restrictions and rights-of-ways of record.

Bearings are based on the centerline of Troy Road (County Road 7) (North 00 deg. 15' 00" West) as described in Deed Book 583, Page 143.

The above legal description is based on a plat of survey entitled "Plat of Survey of a 6.143 acre tract for Dale E. Walters and Evelyn M. Walters" by Floyd Browne Associates, Inc. dated October 29, 2004.

Title Search Report
Legal Description, continued

This legal description is for the transfer to adjoining parcel only.

All iron pins set are 5/8-inch rebar with an orange plastic cap stamped "FBA INC".

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

There remains in Tract 1, after the three exceptions, 100.021 acres, more or less.

PPN: 519-240-01-002-000

Parcel 2:

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

Being part of Farm Lot 7, in Quarter-Township 2, Township 5, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at a P.K. Nail found at the intersection of the North line of said Farm Lot 7 and the centerline of County Road 7 (Troy Road);

Thence along the said centerline of County Road 7, also along the East line of a 5.836 acre tract now or formerly owned by Gary L. and Diane L. Hedges, as described in Deed Book 555, Page 368, South 01 deg. 38' 50" West 644.91 feet to a railroad spike found, being the Southeast corner of the 5.836 acre tract, also being the TRUE PLACE OF BEGINNING of the following described tract;

Thence continuing along the said centerline of County Road 7 South 01 deg. 38' 50" West 364.02 feet to a Mag Nail set;

Thence North 88 deg. 22' 05" West 19.95 feet to an Iron bar set;

Thence North 35 deg. 40' 54" West 262.82 feet to an iron bar set (passing an iron bar set at 33.07 feet);

Thence North 88 deg. 21' 10" West 436.07 feet to an iron bar set;

Thence North 01 deg. 38' 50" East 170.31 feet to an iron bar set, being on the South line of the said 5.836 acre tract;

Thence along the said South line of the 5.836 acre tract South 86 deg. 55' 55" East 615.58 feet to the TRUE POINT OF BEGINNING (passing an iron bar set at 575.57 feet);

Containing 2.776 acres, more or less, being part of an original 49.359 acre tract as described in Deed Book 578, Page 307;

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

Surveyed by Frank Cello, Surveyor, Registration Number 6612 on May 20, 1999. Basis of bearings is assumed. All iron bars set are set with a plastic cap marked "SLSS RS 6612".

Title Search Report
Legal Description, continued

PPN: 519-200-01-095-002

Parcel 3:

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

Being part of Farm Lot 7 In Quarter-Township 2, Township 5, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at a P.K. Nail found at the Intersection of the North line of said Farm Lot 7 and the centerline of County Road 7 (Troy Road);

Thence along the said centerline of County Road 7 South 01 deg. 38' 50" West 1,008.93 feet to a Mag Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

Thence continuing along the said centerline of County Road 7 South 01 deg. 38' 50" West 60.00 feet to a Mag Nail set;

Thence North 88 deg. 22' 05" West 49.64 feet to an iron bar set (passing an iron bar set at 40.00 feet);

Thence North 35 deg. 40' 54" West 149.65 feet to an iron bar set;

Thence North 88 deg. 21' 10" West 475.00 feet to an iron bar set;

Thence North 01 deg. 38' 50" East 150.00 feet to an iron bar set;

Thence South 88 deg. 21' 10" East 436.07 feet to an iron bar set;

Thence South 35 deg. 40' 54" East 262.82 feet to an iron bar set (passing an iron bar set at 229.75 feet);

Thence South 88 deg. 22' 05" East 19.95 feet to the TRUE POINT OF BEGINNING;

Containing 1.901 acres, more or less, being part of an original 49.359 acre tract as described in Deed Book 578, Page 307 and Deed Book 8, Page 2062.

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

Surveyed by Frank Cello, Surveyor, Registration Number 6612 on May 20, 1999. Basis of bearings is assumed. All iron bars set are set with a plastic cap marked "SLSS RS 6612".

PPN: 519-200-01-095-003

Parcel 4:

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

Title Search Report
Legal Description, continued

Being part of Farm Lot 7 in Quarter-Township 2, Township 5, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at a P.K. nail found at the intersection of the North line of said Farm Lot 7 and the centerline of County Road 7 (Troy Road);

Thence along the said centerline of said County Road 7 South 01 deg. 38' 50" West 1,621.15 feet to a Mag Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

Thence continuing along the said centerline of said County Road 7 South 01 deg. 38' 50" West 64.23 feet to a Mag Nail set;

Thence continuing along the said centerline of County Road 7 South 01 deg. 39' 02" West 5.79 feet to a Mag Nail set;

Thence North 86 deg. 47' 07" West 834.08 feet to an iron bar set (passing an iron bar set at 40.01 feet);

Thence North 35 deg. 23' 26" West 613.85 feet to an Iron bar set;

Thence North 86 deg. 47' 07" West 758.71 feet to an Iron bar set, being on the East line of lands now or formerly owned by The Chesapeake and Ohio Railway Company, as described in Deed Book 199, Page 38;

Thence along the said East line of the railway lands North 26 deg. 58' 00" West 636.68 feet to an iron pipe found, being the Northeast corner of said railway lands, also being on the South line of an 8.45 acre tract now or formerly owned by Harry A. Hines, as described in Deed Book 435, Page 568;

Thence along the said South line of the 8.45 acre tract, and along the South line of a 72.08 acre tract now or formerly owned by Walter W. and Gladys M. Pool, as described in Deed Book 519, Page 670, South 86 deg. 55' 55" East 1,224.38 feet to an iron bar set;

Thence South 00 deg. 56' 01" West 673.80 feet to an Iron bar set;

Thence South 35 deg. 23' 26" East 383.81 feet to an iron bar set;

Thence South 86 deg. 47' 07" East 803.57 feet to the TRUE POINT OF BEGINNING (passing an iron bar set at 763.57 feet)

Containing 15.677 acres, more or less, being part of an original 49.359 acre tract as described in Deed Book 578, Page 307;

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

Surveyed by Frank Celio, Surveyor, Registration Number 6612 on May 20, 1999. Basis of bearings is assumed. All iron bars are set with a plastic cap marked "SLSS RS 6612".

PPN: 519-200-01-095-004

Title Search Report
Legal Description, continued

Parcel 5:

Situated In the Township of Troy, County of Delaware, and State of Ohio:

Being part of Farm Lot 7 In Quarter-Township 2, Township 5, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at a P.K. Nail found at the Intersection of the North line of said Farm Lot 7 and the centerline of County Road 7 (Troy Road);

Thence along the said centerline of said County Road 7 South 01 deg. 38' 50" West 1,675.38 feet to a Mag Nail set;

Thence continuing along the said centerline of County Road 7 South 01 deg. 39' 02" West 5.79 feet to a Mag Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

Thence continuing along the said centerline of County Road 7 South 01 deg. 39' 02" West 60.02 feet to a railroad spike found, being the Northeast corner of a 60 acre tract now or formerly owned by Richard R. and Christina L. Lehner, as described in Deed Book 421, Page 198;

Thence along the North line of the said 60 acre tract North 86 deg. 47' 07" West 1,663.57 feet to an iron bar set, being the Southeast corner of lands now or formerly owned by The Chesapeake and Ohio Railway Company, as described in Deed Book 199, Page 38 (passing an Iron pipe found at 30.13 feet);

Thence along the East line of the said railway lands North 26 deg. 58' 00" West 624.33 feet to an iron bar set;

Thence South 86 deg. 47' 07" East 758.71 feet to an iron bar set;

Thence South 35 deg. 23' 26" East 613.85 feet to an iron bar set;

Thence South 86 deg. 47' 07" East 834.08 feet to the TRUE POINT OF BEGINNING (passing an iron bar set at 794.07 feet);

Containing 11.242 acres, more or less, being part of an original 49.359 acre tract as described In Deed Book 578, Page 307 and Deed Book 8, Page 2062.

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

Surveyed by Frank Celio, Surveyor, Registration Number 6612 on May 20, 1999. Basis of bearings is assumed. All Iron bars set are set with a plastic cap marked "SLSS RS 6612".

PPN: 519-200-01-095-005

Parcel 6:

Title Search Report
Legal Description, continued

Situated In the Township of Troy, County of Delaware, and State of Ohio:

Being part of Farm Lot 7 In Quarter-Township 2, Township 5, Range 19, of the United States Military Lands and being more particularly described as follows:

Commencing at a P.K. Nail found at the Intersection of the North line of said Farm Lot 7 and the centerline of County Road 7 (Troy Road).

Thence along the said centerline of said County Road 7 South 01 deg. 38' 50" West 1,249.95 feet to a Mag Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

Thence continuing along the said centerline of said County Road 7 South 01 deg. 38' 50" West 60.00 feet to a Mag Nail set;

Thence North 88 deg. 21' 10" West 813.95 feet to an iron bar set (passing an iron bar set at 40.00 feet);

Thence North 83 deg. 54' 09" West 221.17 feet to an Iron bar set;

Thence North 00 deg. 56' 01" East 673.80 feet to an Iron bar set, being on the South line of a 72.08 acre tract now or formerly owned by Walter W. and Gladys M. Pool, as described in Deed Book 519, Page 670;

Thence along the said South line of the 72.08 acre tract, and along the South line of a 5.836 acre tract now or formerly owned by Gary L. and Diane L. Hedges, as described in Deed Book 555, Page 368, South 86 deg. 55' 55" East 427.59 feet to an iron bar set;

Thence South 01 deg. 38' 50" West 320.30 feet to an iron bar set;

Thence North 88 deg. 21' 10" West 175.55 feet to an Iron bar set;

Thence South 01 deg. 38' 50" West 300.00 feet to an Iron bar set;

Thence South 88 deg. 21' 10" East 790.03 feet to the TRUE POINT OF BEGINNING (passing an iron bar set at 750.93 feet);

Containing 6.255 acres, being part of an original 49.359 acre tract as described in Deed Book 578, Page 307;

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

Surveyed by Frank Celio, Surveyor, Registration Number 6612 on May 20, 1999. Basis of bearings is assumed. All iron bars set with a plastic cap marked "SLSS RS 6612".

PPN: 519-200-01-095-006

Parcel 7:

Situated In the Township of Troy, County of Delaware, and State of Ohio:

Title Search Report
Legal Description, continued

Being part of Farm Lot 7 in Quarter-Township 2, Township 5, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at a P.K. Nail found at the Intersection of the North line of said Farm Lot 7 and the centerline of County Road 7 (Troy Road);

Thence along the said centerline of said County Road 7 South 01 deg. 38' 50" West 1,309.95 feet to a Mag Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

Thence continuing along the said centerline of said County Road 7 South 01 deg. 38' 50" West 311.20 feet to a Mag Nail set;

Thence North 86 deg. 47' 07" West 803.57 feet to an Iron bar set (passing an Iron bar set at 40.00 feet);

Thence North 35 deg. 23' 26" West 383.81 feet to an Iron bar set;

Thence South 83 deg. 54' 09" East 221.17 feet to an iron bar set;

Thence South 88 deg. 21' 10" East 813.95 feet to the TRUE POINT OF BEGINNING (passing an Iron bar set at 773.95 feet);

Containing 6.301 acres, more or less, being part of an original 49.359 acre tract as described in Deed Book 578, Page 307 and Deed Book 8, Page 2062.

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

Surveyed by Frank Celio, Surveyor, Registration Number 6612 on May 20, 1999. Basis of bearings is assumed. All iron bars set are set with a plastic cap marked "SLSS RS 6612".

PPN: 519-200-01-095-008

Parcel 8:

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

Being part of Farm Lot 7 in Quarter-Township 2, Township 5, Range 19 of the United States Military Lands, being part of an original 5.188 acre tract (Tract 3) conveyed to Sugar Valley Properties LLC in Official Records Volume 1267, Page 2416 and being more particularly described as follows:

Commencing at a nail found at the Northeast corner of Farm Lot 7, being in the centerline of County Road 7 (Troy Road);

Thence along the said centerline of County Road 7, also being the East line of Farm Lot 7, South 01 deg. 38' 50" West 1068.93 feet to a nail found, being the Southeast corner of a 1.901 acre tract (Tract 5) conveyed to Evelyn M. Walters, Trustee in Official Records Volume 8, Page 2062;

Title Search Report
Legal Description, continued

Thence along a South line of the said 1.901 acre tract North 88 deg. 22' 05" West 49.63 feet to a 5/8-inch iron bar found (SLSS), being the TRUE POINT OF BEGINNING of the following described tract;

Thence North 84 deg. 10' 49" West 951.20 feet to an iron bar set;

Thence North 88 deg. 21' 10" West 207.36 feet to an iron bar set;

Thence South 53 deg. 24' 39" West 66.91 feet to an iron bar set;

Thence North 86 deg. 06' 58" West 135.11 feet to an iron bar set;

Thence South 01 deg. 38' 50" West 151.79 feet to an iron bar set, being on a North line of a 6.255 acre tract conveyed to Evelyn M. Walters, Trustee in Official Records Volume 8, Page 2062 and Sugar Valley Properties LLC in Official Records Volume 1267, Page 2416;

Thence along the said North line of the 6.255 acre tract North 88 deg. 21' 10" West 251.43 feet to 5/8-inch Iron bar found (SLSS);

Thence along an East line of the said 6.255 acre tract North 01 deg. 38' 50" East 300.00 feet to an iron bar set;

Thence along a South line of the said 6.255 acre tract, and along a South line of the aforesaid 1.901 acre tract South 88 deg. 21' 10" East 650.55 feet to a 5/8-inch iron bar found (SLSS);

Thence along a South line of the said 1.901 acre tract South 35 deg. 40' 54" East 149.65 feet to the TRUE POINT OF BEGINNING; containing 3.021 acres, more or less; Subject to all easements, restrictions, and rights-of-way, if any, of record;

The herein described 3.021 acre tract shall not constitute an independent building site separate from the grantees' adjacent parcel unless approved as such in accordance with applicable subdivision regulations.

Surveyed by Karen S. Coffman, Surveyor, Registration Number 7845 on April 25, 2016, Basis of bearings is the centerline of County Road 7 (South 01 deg. 38' 50" West) per Official Records Volume 1267, Page 2416. All iron bars set 5/8-inch in diameter and are set with a plastic cap marked "SLSS PS 7845".

PPN: 519-200-01-095-009



CHICAGO TITLE INSURANCE COMPANY®

SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from WDW Land LLC, an Ohio limited liability company and Sugar Valley Properties LLC, an Ohio limited liability company to TBD.
5. Resolution or Operating Agreement on behalf of the Seller, identifying the Member(s) and who has authority to sign documents for the sale of real estate.
6. Quit claim deed from the Evelyn M Walters Trust to WDW Land LLC, an Ohio limited liability company for 1/2 interest in Parcel 6.
7. Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.

NOTE: Approval must be obtained from the County Engineer's Office prior to the recording the above described instrument.
8. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
9. Payment of taxes, charges, and assessments levied and assessed against the subject premises, which are due and payable.
10. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.

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72C170B35

ALTA Commitment for Title Insurance (7-1-2021) w-OH Mod
Adopted (12-1-2022)

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SCHEDULE B, PART I

(Continued)

11. Receipt of proof of corporate status, limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/company/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolutions authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
12. Survey satisfactory to the Company be provided, if survey exceptions are to be deleted.
13. Location survey satisfactory to the Company be provided, if a survey exception endorsement is requested to be provided on the final lender's policy.
14. ALTA 8, EPL, and OH-21 Survey Exception and any other endorsements, if requested, to be added final lender's policy.
15. If a zoning endorsement is requested, the following is required: A letter from the appropriate governmental planning and zoning officials, and/or ALTA/ACSM survey setting forth items 2(b)(i-v) from the endorsement and surveyor's certification that there are not violations.
16. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further certification that there are no violations.
17. Satisfactory evidence, in a form acceptable to the Company, that all improvements and/or repairs or alterations thereto are completed, and that the contractor, subcontractor, labor and materialmen are paid in full.
18. Pursuant to 3953.32 of the Ohio Revised Code, any Closing Protection Coverage required for a real estate closing taking place on or after January 1, 2007, can be provided only upon an Ohio Department of Insurance approved and transaction specific form.
19. NOTE: FOR INFORMATIONAL PURPOSES ONLY, SUBJECT TO REVISION BY THE COMPANY.

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CHICAGO TITLE INSURANCE COMPANY®

SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. 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.
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. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
8. Pursuant to O.R.C. Section 1509.31, the following exception will appear on any loan policy: 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.
9. No liability is assumed for tax increases occasioned by the retroactive revaluation or revaluation as a result of changes of land usage, loss of any homestead, board of revision cases or tax appeal cases
10. Assessments, if any, not yet certified to the County Auditor.
11. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
12. Representations of the acreage or area in the property descriptions in Schedule A or on the survey, if any.

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SCHEDULE B, PART II

(Continued)

13. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
14. AS TO PARCEL 1:
15. Right-of-Way to The Southern Ohio Electric Company, filed for record April 16, 1930, in Volume 6, Page 303 of the Delaware County, Ohio Records.
16. Oil and Gas Lease by and between Dale E. Walters and Evelyn M. Walters (lessor) and Diversified Resources Limited (lessee), filed for record June 1, 1984 in Volume 42, Page 383 of the Delaware County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT.
17. Right-of-Way to Columbus Southern Power Company, filed for record June 21, 1990, in Volume 525, Page 316 of the Delaware County, Ohio Records.
18. Easement to Buckeye Valley Local Board of Education, Delaware County, Ohio, filed for record January 5, 1994, in Volume 567, Page 427, of the Delaware County, Ohio Records.
19. Right-of-Way to Columbus Southern Power Company, an Ohio Corporation, filed for record February 6, 2008, in OR Book 829, Page 1410 of the Delaware County, Ohio Records.

Addendum to right of way and easement filed for record February 15, 2013, recorded in OR Book 1194, Page 601, of the Delaware County, Ohio Records.
20. AS TO PARCELS 2, 3, 4, 5, 6, 7 & 8:
21. Sanitary easement to The Board of County Commissioners of Delaware County, Ohio, filed for record October 3, 2016 in OR Book 1456, Page 287, of the Delaware County, Ohio records.
22. Easement for Road Right of Way Purposes to The Board of County Commissioners of Delaware County, Ohio, filed for record October 3, 2016, in OR Book 1456, Page 292, of the Delaware County, Ohio records.
23. Railroad Right of Way filed for record February 13, 1903, recorded in Volume 119, Page 331, of the Delaware County records.
24. Easement to Dale E Walters and Evelyn M Walters, filed for record September 15, 1994, in Volume 578, Page 307, of the Delaware County, Ohio records.
25. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record November 5, 1999, in OR Book 8, Page 2031, of the Delaware County, Ohio records.
26. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record October 3, 2016, in OR Book 1456, Page 284, of the Delaware County, Ohio records.

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SCHEDULE B, PART II

(Continued)

27. Rights of the railroad, if, any, regarding the railroad tracks, and any appurtenances thereto, running through and/or adjacent to the premises described herein.
28. Title to that portion of the insured premises within the bounds of any legal highways.
29. Rights of tenants in possession as tenants only under unrecorded leases.
30. Taxes for the year of 2026 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2025 are as follows
PPN 519-240-01-002-000
Taxes for the first half are paid.
Taxes for the second half are a lien, now due and payable August 17, 2026.
First half amount \$3,516.25
Second half amount \$3,514.21.

Note: The above shown figures and due dates are subject to change due to Ohio tax reform bill 186 and the county must be contacted to confirm due date and payoff.

The above amount includes the following special assessments:

Assessment for 11-294 DELAWARE RUN DITCH MAINT in the amount of \$2.04 for the first half only.

31. Taxes for the year of 2026 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2025 are as follows
PPN 519-200-01-095-002
Taxes for the first half are paid.
Taxes for the second half are a lien, now due and payable August 17, 2026.
First half amount \$30.96
Second half amount \$24.30

Note: The above shown figures and due dates are subject to change due to Ohio tax reform bill 186 and the county must be contacted to confirm due date and payoff.

The above amount includes the following special assessments:

Assessment for 11-294 DELAWARE RUN DITCH MAINT in the amount of \$2.04 for the first half only.

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SCHEDULE B, PART II

(Continued)

32. Taxes for the year of 2026 and subsequent years are a lien, but are not yet due and payable.
The County Treasurer's General Tax Records for the tax year 2025 are as follows
PPN 519-200-01-095-003
Taxes for the first half are paid.
Taxes for the second half are a lien, now due and payable August 17, 2026.
First half amount \$27.90
Second half amount \$21.72

Note: The above shown figures and due dates are subject to change due to Ohio tax reform bill 186 and the county must be contacted to confirm due date and payoff.

The above amount includes the following special assessments:

Assessment for 11-294 DELAWARE RUN DITCH MAINT in the amount of \$2.04 for the first half only.

33. Taxes for the year of 2026 and subsequent years are a lien, but are not yet due and payable.
The County Treasurer's General Tax Records for the tax year 2025 are as follows
PPN 519-200-01-095-004
Taxes for the first half are paid.
Taxes for the second half are a lien, now due and payable August 17, 2026.
First half amount \$270.40
Second half amount \$223.58

Note: The above shown figures and due dates are subject to change due to Ohio tax reform bill 186 and the county must be contacted to confirm due date and payoff.

The above amount includes the following special assessments:

Assessment for 11-294 DELAWARE RUN DITCH MAINT in the amount of \$2.04 for the first half only.

34. Taxes for the year of 2026 and subsequent years are a lien, but are not yet due and payable.
The County Treasurer's General Tax Records for the tax year 2025 are as follows
PPN 519-200-01-095-005
Taxes for the first half are paid.
Taxes for the second half are a lien, now due and payable August 17, 2026.
First half amount \$205.85
Second half amount \$169.97

Note: The above shown figures and due dates are subject to change due to Ohio tax reform bill 186 and the county must be contacted to confirm due date and payoff.

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SCHEDULE B, PART II

(Continued)

The above amount includes the following special assessments:

Assessment for 11-294 DELAWARE RUN DITCH MAINT in the amount of \$2.04 for the first half only.

35. Taxes for the year of 2026 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2025 are as follows
PPN 519-200-01-095-006
Taxes for the first half are paid.
Taxes for the second half are a lien, now due and payable August 17, 2026.
First half amount \$82.49
Second half amount \$67.59

Note: The above shown figures and due dates are subject to change due to Ohio tax reform bill 186 and the county must be contacted to confirm due date and payoff.

The above amount includes the following special assessments:

Assessment for 11-294 DELAWARE RUN DITCH MAINT in the amount of \$2.04 for the first half only.

36. Taxes for the year of 2026 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2025 are as follows
PPN 519-200-01-095-008
Taxes for the first half are paid.
Taxes for the second half are a lien, now due and payable August 17, 2026.
First half amount \$94.56
Second half amount \$77.76

Note: The above shown figures and due dates are subject to change due to Ohio tax reform bill 186 and the county must be contacted to confirm due date and payoff.

The above amount includes the following special assessments:

Assessment for 11-294 DELAWARE RUN DITCH MAINT in the amount of \$2.04 for the first half only.

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SCHEDULE B, PART II

(Continued)

37. Taxes for the year of 2026 and subsequent years are a lien, but are not yet due and payable.
The County Treasurer's General Tax Records for the tax year 2025 are as follows
PPN 519-200-01-095-009
Taxes for the first half are paid.
Taxes for the second half are a lien, now due and payable August 17, 2026.
First half amount \$83.63
Second half amount \$68.55

Note: The above shown figures and due dates are subject to change due to Ohio tax reform bill 186 and the county must be contacted to confirm due date and payoff.

The above amount includes the following special assessments:

Assessment for 11-294 DELAWARE RUN DITCH MAINT in the amount of \$2.04 for the first half only.

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26-28265

6705

Emma Wallace et al

to
The Southern Ohio Elec. Co.

GRANT OF RIGHT OF WAY.

KNOW ALL MEN BY THESE PRESENTS: That we,
the property owners along and in the vicinity
of Road No. 7, otherwise known as the Troy
road, between the intersections of Road No.
192 and Road No. 202, grantors, for a consideration

of One Dollar and other valuable consideration, to them paid by The Southern Ohio Electric Company, grantees, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to said The Southern Ohio Electric Company, its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conduits, poles, wires, and distributing appliances, for the purpose of distributing transmitting and commercially using electricity, on over and across the following real estate to-wit:-

Located in Township No. 5 of Troy, Range 19, Section No. 2, and over lots No. 1, 2, 3, 4, 5, 6, 7, and 8. Also Township No. 6 of Troy, Range 19, Section No. 3, and over lots Nos. 14, 15, 16, 17, 24 and 25. Also located in Township No. 6 of Marlborough, Range 19, Section No. 2, and over lots No. 10, 11, 15, 16, 17, and 18, County of Delaware, State of Ohio.
The route to be taken by said lines across said lands shall be as follows:
Beginning at or near the intersection of road No. 192, otherwise known as the Hills-Miller road, and road No. 7, thence north along the Troy road to the intersection of road No. 202, known as the Howard-Morton and Windsor road, a distance of approximately seven miles.

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing and maintaining conduits, towers, poles or other supports, and wires and distributing appliances, with all necessary braces, guys, anchors and transformers, and stringing upon such towers, poles or other supports or supporting therefrom, or placing in such conduits, lines of wire or other conductors for the transmission of electric energy and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

Signed this 14th day of April, 1930.

Signed and acknowledged in the presence of:

P. H. Druggan

J. E. Clark

Robert P. Hills

Emma Wallace
L. C. Warren
Inez Warren
F. P. Hills
H. K. Freshwater
Lena Freshwater
J. L. Sonner
Mrs. J. L. Sonner
James Lee
Edna Donovan
Elsie Sonner
The Delaware Savings Bank Co.
Delaware, Ohio
by F. P. Hills, President,

State of Ohio, Delaware County, ss.

As it remembered that on this 14th day of April, 1930 personally appeared before me, the undersigned, a Notary Public in and for said county, the above named Emma Wallace, L. C. Warren, Inez Warren, F. P. Hills, H. K. Freshwater, Lena Freshwater, J. L. Sonner, Mrs. J. L. Sonner, James Lee, Edna Donovan, Elsie Sonner, grantors in the foregoing grant, and acknowledged the execution thereof to be their voluntary act and deed.
In Testimony whereof, I have hereunto signed my name and affixed my official seal on the day and year last above mentioned.

Seal

J. E. Clark
Notary Public, Delaware County, Ohio.

My commission expires March 20, 1933.

Received April 16th 1930 at 11:30 A. M.
Recorded April 18th 1930
Fee \$1.25

Bert White
County Recorder,

OIL AND GAS LEASE

OH-1- 50-B
Extension

Form GGT (83)

THIS AGREEMENT, made and entered into this 17th day of April, 1984, by and between
Dale E. Walters and Evelyn M. Walters (Husband and Wife)2648 Troy Road, Delaware, Ohio 43015 (Phone) (614) 362-2030

hereinafter called the Lessor, and

DIVERSIFIED RESOURCES LIMITED, Hudson's Bay Centre, Suite 1500, 1600 Stout Street, Denver, Colorado 80202 (303) 595-3957

hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of one dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operation for, producing and removing oil and gas and all the constituents thereof, and of injecting air, gas, brine and other substances from any source and into any subsurface strata, other than potable water strata and workable coal strata, (including but not limited to the right to inject any well on the leasedhold property and to otherwise conduct all such secondary or tertiary operations as may be required in the opinion of the Lessee,) and to transport by pipeline or otherwise across and through said lands oil, gas and their constituents from the subject and other lands, regardless of the source of such gas or the location of the wells, ~~and of placing of tanks, equipment, roads and structures thereon to produce and operate for the said products, together with the right to enter into and upon the leased premises at all times for the aforesaid purposes, being all that certain tract of land situated in Section/Lot/District No. 2 of Troy 19-5-2 Township Delaware County, Ohio, bounded substantially as follows:~~

North by lands of Paul L. Wilkinson, Buckeye Valley Board of Education, James & Jean RolffsEast by lands of Walter J. Shapter, Jr., Michael & Mary FisherSouth by lands of Herbert & Marcia WarrenWest by lands of Troy RoadBeing all the property owned by Lessor or to which the Lessor may have any right in said Section/Lot/District or adjoining Section/Lots/Districts, containing 130 acres more or less, and being the property described in Deed Volume 380, Page 313 of the Delaware County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of six months (6) months, and so much longer thereafter as oil or gas or their constituents are produced or are capable of being produced on the premises in paying quantities, in the judgment of the Lessor, or as the premises shall be operated by the Lessee in the search for oil or gas and as provided in Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within six months from the date hereof, a well shall be commenced on the premises, ~~and operations shall be commenced thereon.~~ A well shall be deemed commenced when preparations for drilling have been commenced.

4. In consideration of the premises the Lessee covenants and agrees:

(A) To deliver to the Lessor in tanks or pipelines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipelines.

(B) To pay to the Lessor, as royalty for the gas marketed and used all the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the price paid to Lessee per barrel and cubic feet of such gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.75 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and stipulated flowing temperature of 60° Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation or compression paid by Lessee to deliver the gas for sale or receipt of royalty for gas marketed during any calendar month to be on or about the 30th day after receipt of such funds by the Lessee.

(C) Lessee to deduct from payments in (A) and (B) above from the Lessor's prorata share of any tax imposed by any government body.

(D) In the event Lessee does not sell the gas to others, Lessor shall receive the proceeds of the lowest bid market price paid by any public utility in the state at the well head for gas of like kind and quality, and on the same basis that such utility would pay for such gas, including any escalation in price that such utility would pay for such gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to Direct to Lessor at Above address

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas or their constituents, or in the title of royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

6. The Lessor may at Lessor's sole risk and cost, lay a pipeline to any one gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessee's expense, subject to the use and the right of abandonment of the well by the Lessee, and subject to any curtailments or shut-in by any purchaser of the gas. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility for the town or area nearest to the leased premises or the World market rate, whichever is higher. Lessor to lay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. Lessor shall also, at the request of Lessee, install a meter to measure said gas. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of line gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leak of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasedhold premises harmless from any claims of any nature whatsoever which may arise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. Lessor further agrees that upon the sale or transfer of all leasedhold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 6, that the gas supply will be terminated by Lessee until the Buyer of the property executes an agreement regarding the usage of the gas in the same form as the within agreement. In the absence of such an agreement Lessee gas under this provision shall terminate, the within right of the gas not being assignable without the consent of the Lessee.

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate, unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinafter provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty in the amount and under the terms hereinafter provided for delay rental until production is marketed and sold off the premises or such well is plugged and abandoned according to law. In the event no delay rentals are stated, the advance royalty payable hereunder shall be made on the basis of \$2,000.00 per year.

9. The consideration, find (rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

10. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or shall therein with other lands to form an oil and gas development unit of not more than 80 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes and covenants of this lease in the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty heretofore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil and gas lease setting forth the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinafter set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty heretofore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend or correct any such consolidation at any time in the same manner as herein provided.

See back of Lease for clause regulating consolidation by Lessor approval.

11. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple thereof, then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. The Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part of this lease shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claims or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of each claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

See back of Lease for clause regulating assignment by Lessor approval.

14. The Lessee shall have, when so requested by the Lessor, all pipelines used to conduct oil or gas to, out through and on the premises and pay all damages to the Lessor caused by operations under this lease. Lessee agrees to restore the premises in accordance with state laws. Any damages if not mutually agreed upon, to be determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraisal and shall share the cost of the third appraisal. Arbitration shall be mandatory. No suit shall be filed within 200 feet of any existing barn or dwelling.

See Lease Addendum for clause regarding pipelines and damages.

N42-383

13. The Lessee shall have the privilege of using fuel, oil, gas and water for operation of the premises and the right at any time during or after the expiration of this lease to re-possess, well casing, machinery, equipment or fixtures placed on the premises. The Lessor shall have the right to surrender this lease or any portion thereof by written notice to the Lessor or the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of such and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the said rental hereinafter set forth shall be reduced in proportion to the acreage surrendered.

16. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, strikes, riots, and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in the event that the within lease expires for a period of ninety days after the termination of any force majeure.

17. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing stating out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Whether the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

18. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee herein.

19. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them. Lessor further agrees to sign such additional documents as may be reasonably requested by Lessee to perfect Lessee's title to the oil and gas leased herein and such other documents relating to the title of production as may be required by Lessee or others. See Lease Addendum attached hereto and made a part hereof. There will be no

consolidation without the express written consent of Lessor. This Lease will not be assigned, in whole or in part, without the express written consent of the Lessor. Lessee may, however, assign Working Interest and Overriding Royalty Interest. If at the end of the primary term of this Lease, Lessee has not drilled a well or there is no producing well on the within-leased premises, or a consolidation thereof, then Lessee shall file of

IN WITNESS WHEREOF the Lessors have hereunto set their hands, record at the county courthouse a Release of Lease.

Signed and acknowledged in the presence of:

Debra Millard
Witnessed as to all signatures

Dale E. Walters
Dale E. Walters

Evelyn M. Walters
Evelyn M. Walters

Social Security or Tax ID No.

For Assignment of this Lease
See Lease Vol. 48 Page 572

STATE OF OHIO
COUNTY OF DELAWARE

SS:

INDIVIDUAL

Before me a Notary Public in and for said county and state personally appeared the above named
(husband and wife)

Dale E. Walters and Evelyn M. Walters

who acknowledged to me that they did execute the foregoing instrument and that the same is their free act and deed for the purposes herein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at
this 17th day of April, 1984

Delaware, Ohio

STATE OF OHIO
COUNTY OF DELAWARE

SS:

CORPORATION

Before me a Notary Public in and for said county and state personally appeared

and the President and Secretary, respectively, of the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at

this 17th day of April, 1984

Notary Public

This instrument was prepared by: **DIVERSIFIED RESOURCES LIMITED**, Hudson's Bay Centre, Suite 1500, 1600 Skel St., Denver, CO 80202 (303) 595-3957

26317

No.	Acres	From	To	Located	Date	Terms	Post Office
					19	Years	
OIL AND GAS LEASE							
Dated for Record JUN 1 1984 2:32 PM							
Recorded JUN 7 1984							
Book 42 Page 883							
Fidelity Contract							
8/2/84 Delaware County Recorder							
MAIL							
Jm Resources Co							
7111 Knight NW							
Massillon, Ohio							
44646							
Jarman Printing, Alliance, Ohio							

Lease Addendum to Oil and Gas Lease dated April 17, 1984

Well and Surface Equipment Location Approval by Lessor

The location of any well and substantial surface structures (tanks, separator, etc.) shall be designated by lessee but shall be subject to lessor's approval which lessor agrees will not be unreasonably withheld or delayed. Lessor recognizes that the location of the well and other structures are subject to compliance with applicable laws, rules and regulations and lessor's approval must be given so as to permit lessee to exercise the rights herein granted in a reasonable manner.

Road Location Approval by Lessor

The location of any access roads or drives shall be subject to lessor approval which lessor agrees will not be unreasonably withheld or delayed and will be given so as to permit lessee to exercise the rights herein granted in a reasonable manner.

Restoration

DM
See below for clause regarding pipelines and approval
E.M.W.

Within six (6) months, weather permitting, after lessee completes any well located on the Premises, lessee shall generally restore the portions of the Premises affected thereby, except the area needed for continued operations, to a condition reasonably similar to that existing prior to exercise of lessee's rights hereunder; provided, however, that lessee shall not be required to plant or replace trees, shrubbery or plantings other than grasses.

Free Gas

Lessor may lay a line, subject to the terms and conditions contained in Paragraph #6 of the within Oil and Gas Lease, to one gas well on the Premises, but not to any well drilled on lands consolidated or pooled with the Premises, and take 200,000 cubic feet of gas per year produced from said well for use for heat in one (1) dwelling on said land at lessor's own risk and expense, subject to the use and right of abandonment of the well by lessee. The measurements and regulation of gas so taken shall be by meter and regulators set at the tap on the line at lessor's expense.

Lessor recognizes that the supply of "free gas" can be interrupted from time-to-time due to ordinary and necessary well maintenance and other factors. Lessee recommends that lessor maintain(s) an alternate source of energy for said dwelling.

General Release

Lessor does hereby release, discharge, cancel and acquit lessee, its heirs, assigns, devisees, and all others of whatsoever nature of any and all liability caused by lessor's use of said "free gas". Lessor also understands said "free gas" is rich in liquid hydrocarbons and that lessor's installation and pipeline to said "free gas" will provide all applicable safety regulators, pressure regulator, separators, drips, etc. to properly use said "free gas".

The Right to Buy

The lessor reserves the option to buy the well equipment at the salvage value at the time of the abandonment of the well by the lessee. This right will remain in effect 30 days after the lessee informs the lessor that the well is to be abandoned. The lessor agrees to comply with all the state and local regulations regarding the continued operation of the well and agrees to hold the lessee harmless from any claims resulting from continued operations.

Delva M. Melara

Dale E. Walters

Lessor Dale E. Walters

Robert D. Thompson

Evelyn M. Walters

Lessor Evelyn M. Walters

Witness as to all signatures

*No pipelines shall be laid on the within-leased premises until lessee has obtained from lessor express written consent as to the location of said pipelines. All damages to field tile as a result of lessee's operations under this lease, whether said damages are as a result of drilling operations or laying of pipelines, shall be paid by lessee to lessor per Clause # 14 of the within lease. Lessor shall attempt, insofar as it is possible, to indicate to lessee the location of field tile so as to allow lessee to keep damages to said tile to a minimum.

DELAWARE COUNTY, OHIO
 FILED FOR RECORD AUG 24 1984
 RETURNED AUG 30 1984
 VOL. 42 PAGE 597
 COUNTY RECORDER
 28408
 34502
 92205

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: THAT DIVERSIFIED RESOURCES LIMITED, Hudson's Bay Centre, Suite 1500, 1600 Stout Street, Denver, Colorado 80202, a Colorado Corporation (hereinafter referred to as "ASSIGNOR"), for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, has transferred and assigned and by these presents does hereby transfer and assign unto Funk Exploration, Inc., 210 W. Park Avenue, Suite 1000, Oklahoma City, Oklahoma 73102, its successors and assigns (hereinafter referred to as "ASSIGNEE"), without warranty of title, express or implied, all of ASSIGNOR'S right, title and interest in and to the oil and gas leases and lands as said leases are described in Exhibit "A" which is attached hereto and made a part hereof for all purposes.

Said Oil and Gas Leases, limited as described above, shall hereinafter sometimes be referred to as the "Subject Leases" and the lands described above shall hereinafter sometimes be referred to as the "Subject Lands".

This assignment is expressly made subject, however, to the following reservations, terms, covenants and conditions, to-wit:

1. OVERRIDING ROYALTY INTEREST: Assignor further reserves unto itself an overriding royalty interest of 6.25% of all oil, casinghead gas, gas, gas condensate, distillate and gaseous substances produced and saved from the land covered by said oil and gas leases described on Exhibit "A" attached hereto. Said overriding royalty interest shall absorb all royalties, overriding royalties, production payments and other like interests in the production with which the subject leases are burdened as of the date of the agreement referenced in Paragraph 7 thereof. In no event is Assignee to be assigned leases with a net revenue interest of less than 80%.

ASSIGNEE, with respect to such overriding royalty interest, shall correctly gauge production and promptly furnish ASSIGNOR with copies of all contracts for the sale of oil and/or gas, and if requested by ASSIGNOR, monthly reports showing number of wells and producing days, leases stocks and runs, copies of run tickets as to all oil sold or used off the Subject Lands and casinghead gas and/or dry gas sold to others or used off the Subject Lands.

2. LESSER INTEREST REDUCTION: In the event the Subject Leases cover less than the entire mineral estate in the oil and gas in the Subject Lands, or in the event ASSIGNOR's interest in the Subject Leases is less than the entire, then the overriding royalty interest reserved herein shall be reduced to the proportion thereof that ASSIGNOR'S interest in the mineral estate in the oil and gas in the Subject Lands under the Subject Leases bears to the entire mineral estate in the oil and gas in the Subject Lands.

3. RENEWAL AND NEW LEASES AND EXTENSIONS: In the event a renewal or new lease, or a portion of such a lease, covering an interest under the Subject Leases in the Subject Lands, or a portion hereof, is acquired by ASSIGNEE within one (1) year from the date of the expiration or termination of the Subject Leases, then the rights and interests retained and reserved herein by ASSIGNOR shall attach and apply to such renewal or new lease insofar as it covers the Subject Lands, as if such renewal or new lease had been assigned as a Subject Lease by ASSIGNOR under this Assignment. ASSIGNEE agrees to execute and deliver to ASSIGNOR such assignments as are necessary to establish ASSIGNOR's right, title and interest in such renewal or new lease. This provision shall apply in like manner to any extension of the Subject Leases.

4. SURRENDER OF SUBJECT LEASE: In the event ASSIGNEE desires either to surrender the Subject Leases, or a portion thereof, or to allow the Subject Leases to expire or terminate, ASSIGNEE shall notify ASSIGNOR in writing to the attention of the Land Manager, Hudson's Bay Centre, Suite 1500, 1600 Stout Street, Denver, Colorado 80202, at least sixty (60) days prior to such surrender or expiration date, and, at ASSIGNOR'S election, ASSIGNEE shall reassign the Subject Leases, or portion thereof, to be relinquished or allowed to expire or terminate to ASSIGNOR. Any such reassignment shall be free and clear of all liens and encumbrances, overriding royalties, or other payments out of production not existing at the time of this Assignment.

MAIL

Prepared by

FUNK EXPLORATION
 210 West Park Avenue
 Suite 1000
 Oklahoma City, OK 73102

581

1142 507

63 PAGE 223

FOR REQUEST FOR CANCELLATION
 SEE CR 1415 761 928
 AND 761930

VOL 63 PAGE 227

5. LIENS: It is agreed by and between ASSIGNOR and ASSIGNEE, that each party will keep its interest in the Subject Leases free and clear of all liens that might attach to the interest of the other party whether by operation of law, or otherwise.

6. INDEMNITY: ASSIGNEE shall defend, indemnify and hold ASSIGNOR harmless from all claims, causes of action or lawsuits arising from ASSIGNEE's performance, or non-performance, of operations conducted hereunder, or arising from ASSIGNEE'S failure to comply with any express or implied covenants of the Subject Leases, and pay all expenses incurred and attorney's fees by ASSIGNOR paid in the event ASSIGNEE fails to defend or if it is necessary to bring suit to enforce this Indemnity provision.

7. AGREEMENT: This Assignment is expressly made in conformance with and subject to the terms, covenants and conditions of that certain Agreement dated February 29, 1984, between ASSIGNOR and ASSIGNEE herein.

8. HEADINGS FOR CONVENIENCE: The paragraph headings used in this Assignment are inserted for convenience only and shall be disregarded in construing this Assignment.

TO HAVE AND TO HOLD the same unto the said ASSIGNEE, its successors and assigns, according to the terms covenants and conditions of the Subject Leases, the said ASSIGNEE to perform all such terms, covenants, and conditions thereof as to the Subject Lands, as well as all of the terms, covenants and conditions hereof.

The reservations, terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of ASSIGNOR and ASSIGNEE, their respective successors and assigns, and shall attach to and run with the Subject Leases and the Subject Lands and with each transfer or assignment thereof.

WITNESS THE EXECUTION HEREOF on this 14 day of May, 1984.

ATTEST:

DIVERSIFIED RESOURCES LIMITED

By:

PAUL ABBEY
ASSISTANT SECRETARY

By:

BETTY J. POLING
MARK E. WEISS, ORDER, UNION CO., OHIO
PRINCIPAL

1984 JUL 16 PM 12:35
VOL 63 PAGE 581
4100.10

STATE OF Colorado)
CITY OF)
COUNTY OF DENVER)

On this 14 day of May, 1984, before me personally came Mark E. Weiss, who, being duly sworn by me, acknowledged that he is a Principal Officer of Diversified Resources Limited, a Colorado corporation, that he executed the foregoing instrument in the name of said entity, that he had the authority to execute the same, and that he executed the same as the act and deed of said entity for the uses and purposes therein stated.

Witness by hand and official seal.

My Commission Expires 2-24-88

Notary Public

Address: 2215 Grape Street
RECEIVED FOR RECORD 8/22/84

June 25 1984
AT 9:20 O'Clock A M
Recorded June 27 19 84
IN RICHLAND COUNTY RECORDS

Volume 63 Page 226 thru 230
R. E. OREWILER
26th Richland County Recorder
R. E. OREWILER

FUNK EXPLORATION
210 West Park Avenue
Suite 1000
Oklahoma City, OK 73102

DIVERSIFIED RESOURCES LIMITED

TO

RICHARD F. INDEN, ET AL

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Diversified Resources Limited, a Colorado corporation, with offices at Hudson's Bay Centre, Suite 1500, 1600 Stout Street, Denver, Colorado 80202, (hereinafter called "Assignor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the following Assignee(s), its/their successors and assigns, an overriding royalty interest, in the percentage(s) as set forth below opposite its/their name(s), of all oil, gas and casinghead gas produced, saved and marketed from the oil and gas lease(s) and lands as described in Exhibit "A" attached hereto and made a part hereof.

<u>Assignee(s)</u>	<u>Overriding Royalty Interest</u>	<u>Net Revenue Interest</u>
Richard F. Inden 2256 Brentwood Street Lakewood, Colorado 80215	1.09375%	.0109375
Jeffrey I. Friedman 600 Beta Drive Cleveland, Ohio 44143	1.10391%	.0110391
Paul Abbey 375 Birch Street Broomfield, Colorado 80020	.25000%	.0025000
Diversified Resources Limited Hudson's Bay Centre, Suite 1500 1600 Stout Street Denver, Colorado 80202	3.80234%	.0380234

The creation and assignment of the overriding royalty interest(s) above shall remain separate and shall not be deemed to merge and become part of any working interest owned by any Assignee(s) named herein. It is the intention of this Assignment to convey to the Assignee(s) the above-stated net revenue interest(s).

If the Oil and Gas Lease(s) on Exhibit "A" cover less than the entire mineral estate of the lands described on said Exhibit "A", then the overriding royalty interest(s) herein conveyed shall be reduced proportionately.

Said overriding royalty interest(s) herein assigned shall be free and clear of any and all cost and expense of development and operations thereof, excepting taxes that may be levied and assessed against said overriding royalty interest(s) or the production therefrom and is made subject to all prior assignments and agreements covering the lease(s) and lands described in Exhibit "A".

Assignor hereby reserves to itself, its successors and assigns, the right and power to pool the interest(s) assigned hereby with any other lands, lease(s) or interest(s) therein which Assignor, in its sole judgment, may deem prudent for development purposes and without the necessity of the joinder

CAMBRO-ORDOVICIAN PROSPECTS
Delaware County

This instrument was prepared by DIVERSIFIED RESOURCES LIMITED, 1600 Stout Street Suite 1500, Denver, CO 80202 (303) 595-3957

UNIT 0043 PAGE 053

or approval from any such pooling by Assignee(s), its/their successors and assigns and if said oil and gas lease(s) or any part thereof are pooled accordingly, then the overriding royalty interest(s) herein conveyed shall be reduced in the proportion that the acreage burdened by said overriding royalty interest(s) bears to all the acreage included in any such pooled unit.

This Assignment is made without warranty of title, either express or implied.

EXECUTED this 25th day of October, 1984.

ATTEST:

DIVERSIFIED RESOURCES LIMITED
(a Colorado corporation)

By: [Signature]
Paul Abbey
Assistant Secretary

By: [Signature]
Barry Curtiss-Lusher
President

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 25th day of October, 1984, before me personally came Barry Curtiss-Lusher, who, being duly sworn by me, acknowledged that he is the President of Diversified Resources Limited, a Colorado corporation, that he executed the foregoing instrument in the name of said entity, that he had the authority to execute the same, and that he executed the same as the act and deed of said entity for the uses and purposes therein stated.

Witness my hand and official seal.

My Commission Expires: 1/25/88

[Signature]
Nancy A. Silvers, Notary Public

Address: 1600 Stout Street, #1500
Denver, Colorado 80202

30584
DELAWARE COUNTY, OHIO
FILED FOR RECORD DEC 3 - 1984
AT 8:30 O'CLOCK AM
RECORDED 11 19 84
VCL 43 PAGE 53

[Signature]
County Recorder

FEE \$ 153.00 KB

NEED
Diversified Resources Ltd.
1600 Stout St Suite 1500
Denver, Colorado 80202

Right Of Way And EasementCOLUMBUS
SOUTHERN
POWER

VOL 525 PAGE 316

Dale Walters and Evelyn Walters, (Husband and wife)

(Hereinafter called "Grantor(s)") in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and other good and valuable consideration received from Columbus Southern Power Company (hereinafter sometimes called "Grantee") does hereby grant and convey unto the said Columbus Southern Power Company, its successors, assigns, lessees and licensees, so long as the same may be used, a right of way and easement for lines for the transmission and/or distribution of electric energy for any and all purposes for which electric energy is now, or may hereafter be used, together with the right to construct, either underground or overhead, all towers, poles, structures, and appurtenant wires, cables, conduits, manholes, anchors, grounding systems, counterpoises, communication circuits, equipment and all other apparatus and fixtures necessary, convenient or incidental to the use of said right of way and easement and add to the number of wires, conduits, cables, anchors or other incidental equipment; and the right to construct, reconstruct, erect, operate, repair, maintain, use, relocate, enlarge, extend, remove and replace said facilities, and for the attachment and carrying of the wires and cables of other companies using electric energy in the conduct of their business, upon, over, under and through the following property situated in R. 12, T. 3, Sec. 2, Fr. 1, Survey 1881, in the Township of Troy, County of Delaware, and State of Ohio, and known as 129.18 acres, more or less, or lots, as the same is more particularly described in the deed dated 3. June 1962 and recorded in Deed Book 380, page 313, from Claribella Smothers to Dale Walters and Evelyn Walters, Recorder's office, Delaware County, Ohio.

Said lines shall be constructed within the limits of a ten (10) foot wide strip of land, the centerline being the underground cable as installed; the approximate location being as shown on the attached Exhibit "A" and made a part hereof.

XXXXXX easement shall be XXXXXXXXXXXX feet in width, the centerline being the underground cable as installed.

In the case of underground services, the Grantee is hereby granted the right and easement to install the necessary service facilities, which shall remain the property of the Grantee, from its distribution feeder lines, in such location or locations as may be necessary to serve with electric energy the building or buildings, existing or to be constructed on the subject property or lots.

If at any time the Grantee is required by the State Highway Department or any other governmental authority having control over highways to relocate said transmission and/or distribution line or any towers, poles, structures or above-mentioned appurtenances, then the Grantee may and is hereby granted the right to relocate said transmission and/or distribution line or any towers, poles, structures or above-mentioned appurtenances along the existing highway or any highway established hereafter.

Said Grantee, its successors and assigns, by its employees and agents, shall have the right of ingress to and egress from said right of way and easement over property belonging to the Grantor(s) its heirs, successors or assigns.

Said right of way and easement includes the right to cut, trim and remove or otherwise control such trees, shrubbery, undergrowth or overhanging branches or other obstructions, both within and without the limits of the right of way and easement, as, in the opinion of such Grantee, may now or at any time hereafter interfere with the construction, use, maintenance or successful operation of said facilities and/or the transmission and/or distribution of electric energy thereby.

The Grantee hereby agrees to pay for damages to the stock, growing crops, fences, gates, drains, ditches, or structures of the Grantor(s) or the disturbance of seeded lawns done by the Grantee or its employees while engaged in the construction or maintenance of said electric energy line.

The Grantor(s) shall have the right to use said right of way and easement for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted; however, Grantor, for Grantor and Grantor's heirs, successors, and assigns, agrees that they will not cause or permit any structure or building to be built or placed within the easement area; change the level of the ground by excavation or mounding without the written consent of the Grantee; drill or operate a well; maintain any pile or debris within the right of way or easement herein granted; interfere in any way with the lateral support of the towers, poles, or other structures placed by Grantee on said right of way or easement, nor permit any excavation deeper than eighteen (18) inches within said easement area except for utilities, but such utilities shall not interfere with the Grantee's right to locate, construct, operate, and maintain its facilities as herein granted.

Grantor has full power to convey this right of way and easement, and warrants and will defend the same against all claims by any persons.

Witness... that... hand... this 12th day of March, 1982.

Signed and acknowledged in the presence of:

[Signature]
Dale Walters

By: *[Signature]*
Dale Walters

By: *[Signature]*
Evelyn Walters

State Of Ohio Delaware County, SS:

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

1111 N. Dale Walters & Family, Walters

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

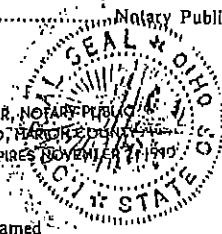
In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 12 day of May, 1992.

Donn L. Lauer

Notary Public

Commission expires day of 19.....

DONN L. LAUER, NOTARY PUBLIC
STATE OF OHIO, HAMILTON COUNTY
MY COMMISSION EXPIRES NOVEMBER 21, 1993



State Of Ohio
..... County, SS:

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

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

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this day of 19.....

Notary Public

Commission expires day of 19.....

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

Serial No 65575

Recorder's File No

2781

Walters, Dale
* TO
E. A. V.

Columbus Southern
Power Company

(32)

215 N. 1st St. Columbus, Ohio 43215

Right of Way and
Easement

DELAWARE COUNTY: OHIO	
FILED FOR RECORD	JUN 21 1990
RECORDED	2:31 P.M.
VOL	525
PAGE	316
KAY C. CORBIN COUNTY RECORDER	
FEE \$ 12.00	

May 19-5-2

State Of Ohio
..... County, SS:

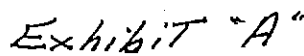
Personally came before me, this day of 19....., the above named and to me known to be the respectively of the above named corporation, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized to do so, and further did severally depose and say that they are such officers of said corporation and that the seal affixed to said instrument is the seal of said corporation.

Notary Public

VOL 525 PAGE 317

Commission expires day of 19.....

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



W.D. No.

CITY OR COUNTY

This map/plan is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, or other boundary matters shown thereon.

GENERAL WARRANTY DEED

(Statutory Form, Sections 5302.05 - .06, Ohio Revised Code)

Dale Walters and Evelyn Walters, husband and wife, for valuable consideration paid, grant with general warranty covenants, to the Buckeye Valley Local Board of Education, Delaware County, Ohio whose tax mailing address is 901 Coover Road, Delaware, Ohio, 43015 the following described real estate:

The legal description to the 18.014 acres, more or less, being hereby conveyed is set out at length in Exhibit A attached hereto.

The Grantors also convey to the Grantee a perpetual easement for the purpose of installing and maintaining a drainage line for general drainage purposes and a drainage line for affluent from any septic system located on the Grantee's land. The easement area is more particularly described in Exhibit A attached hereto. Such easement shall run with the land for the benefit of the Grantee and the Grantee's successors and assigns. After drainage lines are installed the easement shall continue for the purpose of maintaining, replacing or repairing such lines. The Grantee shall be responsible for restoring the surface to its former condition following any excavation for either installation or maintenance and the Grantee shall compensate the Grantors, or their successors, for any damage, from time to time, caused by any excavation. The Grantors retain the right to use the easement area for all purposes which are not inconsistent with the easement herein granted.

The premises is part of Parcel No. 43-012600.

This deed is executed by the Grantors and accepted by the Grantee subject to all legal highways, and subject to and with all restrictions, easements, conditions, limitations, and reservations of record, zoning restrictions which have been imposed thereon and matters created or assumed by Grantee and except for taxes and assessments, if any, for 1994 and thereafter. The Grantors have paid the 1993 real estate taxes; however, by acceptance of this deed the Grantee shall pay any recoupment caused by conversion of the premises from agricultural use

For prior instrument reference see Deed Book 380, Page 313, Recorder's Office, Delaware County, Ohio.

In Witness Whereof, Dale Walters and Evelyn Walters executed this deed this 5th day of January, 1994. The Grantors each release their respective rights of dower.

Signed and Acknowledged
in the Presence of:

Louise J. Danner
David C. Shade

Dale Walters
Dale Walters
Evelyn Walters
Evelyn Walters

STATE OF OHIO
COUNTY OF DELAWARE ss.

On this 5th day of January, 1994, before me, a notary public in and for said County and State, appeared Dale Walters and Evelyn Walters, the Grantors, in the foregoing deed and acknowledged that they did examine and read the same and did sign the foregoing instrument, and that the same is their free act and deed.

In Witness Whereof, I have hereunto set my hand and official

Notary Public
The Grantor has complied with
Section 319.202 of the R.C.
Date 1-5-94 Transfer Tax Paid \$17.50
TRANSFERRED OR TRANSFER NOT NECESSARY
John M. Peterson, Auditor By *Shade*

DAVID C. SHADE, Attorney at Law
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 12/31/95
DATE REC. 1/7/94 R.C.

NOTARY PUBLIC

VOL. 0567 PAGE 427

This instrument was prepared by David C. Shade, Attorney at Law.

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

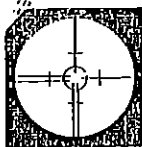
PAGE
VOL 0567 PAGE 428

Dave Shada

399

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	JAN 5 1994
3:30	O'CLOCK P M
RECORDED	JAN 13 10 24
VOL 507	PAGE 427
Kay C. Conklin	
COUNTY RECORDER	
FEE \$ 26.00	pc

EXHIBIT "A"



SCIOTO LAND SURVEYING SERVICE, INC.

173 NORTH SANDUSKY STREET

DELAWARE, OHIO 43015

(614) 369-7577

December 6, 1993

Description of an 18.014 acre tract for
Buckeye Valley Board of Education and
Dale and Evelyn Walters

Situated in the Township of Troy, County of Delaware, State of
Ohio, being part of Farm Lot 2 in Section 2, Township 5, Range 19
of the United States Military Lands and being more particularly
described as follows:

Commencing at a nail found at the northwest corner of said Farm
Lot 2, being in the centerline of County Road 7 (Troy Road);

thence South $86^{\circ} 56' 14''$ East, along the north line of said Farm
Lot 2, and along the north line of a 129.18 acre tract now or
formerly owned by Dale and Evelyn Walters, as described in Deed
Book 380, Page 313, a distance of 2,012.18 feet to an iron bar
set, being on the south line of a 47.874 acre tract now or
formerly owned by the Buckeye Valley Board of Education, as
described in Deed Book 298, Page 92, and being the TRUE POINT OF
BEGINNING of the following described tract; all iron bars set are
set with a plastic cap marked "SLSS RS 6612";

thence South $86^{\circ} 56' 14''$ East, along the said north line of Farm
Lot 2, and along the said south line of the 47.874 acre tract,
and along the south line of a 4.359 acre tract now or formerly
owned by James and Jean Rolffs, as described in Deed Book 472,
Page 287, and along the south line of a 5.211 acre tract now or
formerly owned by James and Jean Rolffs, as described in Deed
Book 430, Page 113, (passing iron pipes found at 728.38 feet and
1,059.98 feet) a total distance of 1,368.25 feet to an iron pipe
found, being the southeast corner of the said 5.211 acre tract,
also being the northwest corner of a 16.819 acre tract now or
formerly owned by Shapter Limited Partnership, as described in
Deed Book 520, Page 706;

thence South $03^{\circ} 02' 01''$ West, along the west line of the said
16.819 acre tract, a distance of 570.68 feet to an iron pipe
found, being the southwest corner of the said 16.819 acre tract;

thence North $87^{\circ} 10' 23''$ West, a distance of 1,368.25 feet to an
iron bar set;

thence North $03^{\circ} 01' 58''$ East, a distance of 576.32 feet to the
TRUE POINT OF BEGINNING;

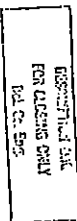
containing 18.014 acres, more or less, being part of the said
129.18 acre tract;

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

Surveyed by Frank Celio, Surveyor, Registration Number 6612 on
November 30, 1993. Basis of bearings is assumed.

Also granted herewith is the following described 20 foot wide
easement:

Beginning at the northwest corner of the above 18.014 described
tract;



Handwritten signature and date stamp: "DEC 10 1993".

VOL 0567 PAGE 429

December 6, 1993
Page 2

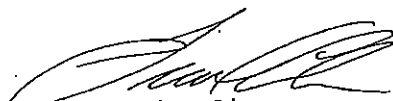
Description of an 18.014 acre tract for
Buckeye Valley Board of Education and
Dale and Evelyn Walters

thence North $86^{\circ} 56' 14''$ West, along the said north line of Farm
Lot 2, an approximate distance of 800 feet to the center of Clear
Run;

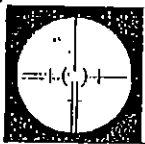
thence south, along the center of Clear Run, a distance of 20
feet to a point;

thence South $86^{\circ} 56' 14''$ East, being parallel with and 20 feet
from the said north line of Farm Lot 2, an approximate distance
of 800 feet to the west line of the above described 18.014 acre
tract;

thence North $03^{\circ} 01' 58''$ East, along the said west line of the
18.014 acre tract, a distance of 20 feet to the POINT OF
BEGINNING.


Frank Celio, Surveyor
Registration No. 6612





SCIOTO LAND SURVEYING SERVICE, INC.

173 NORTH SANDUSKY STREET • DELAWARE, OHIO 43015 • 369-7577

PLAT OF SURVEY FOR

BUCKEYE VALLEY BOARD OF EDUCATION AND
DALE AND EVELYN WALTERS
PART OF FARM LOT 2, SECTION 2
TOWNSHIP 5, RANGE 19, U.S.M.L.
TROY TOWNSHIP, DELAWARE COUNTY, OHIO

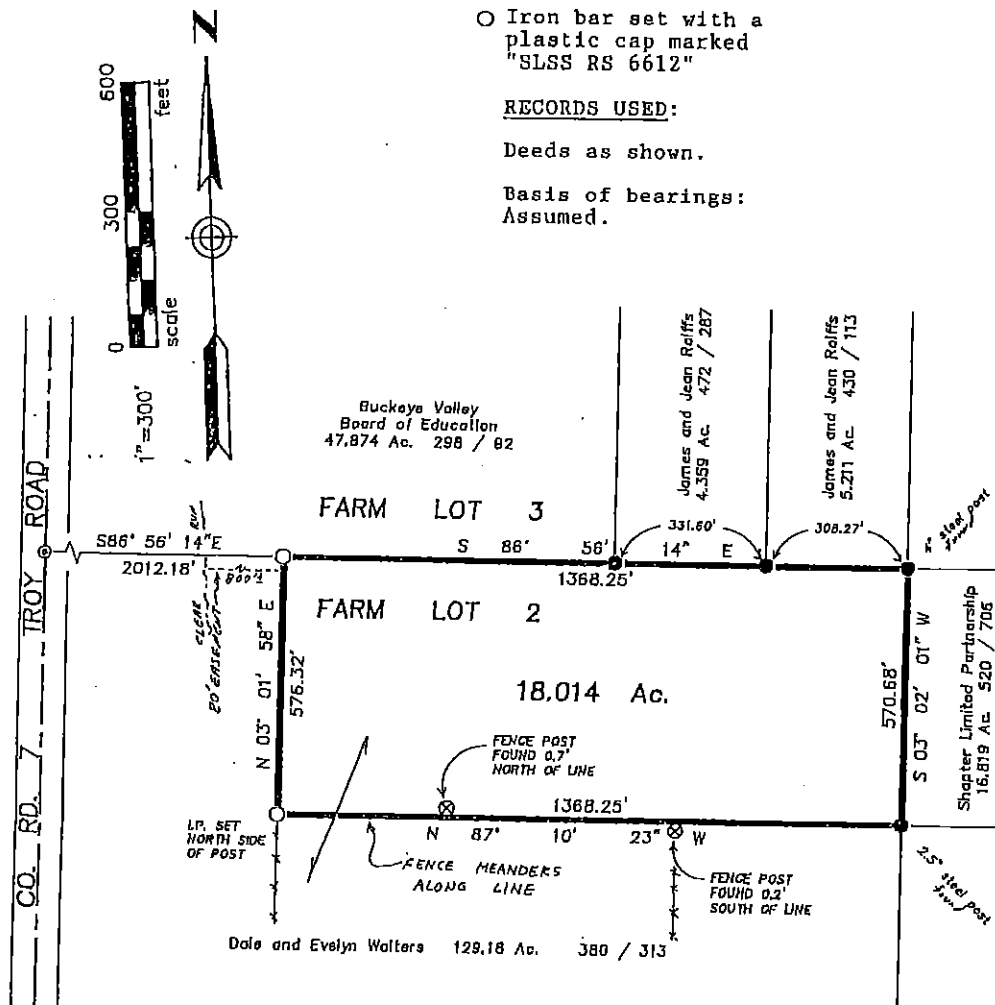
LEGEND

- ⊙ Nail found
- Iron pipe found
- Iron bar set with a plastic cap marked "SLSS RS 6612"

RECORDS USED:

Deeds as shown.

Basis of bearings:
Assumed.

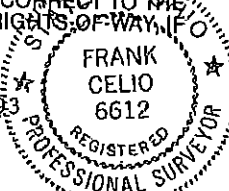


I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND THAT SAID SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY, IF ANY, NOT LOCATED UNLESS NOTED.

FRANK CELIO, SURVEYOR
Registration No. 6612

NOVEMBER 30, 1993
Date

VOL 0567 PAGE 431



11

752

Easement No. 25 Line No. TLN130:0C977
Line Name: LINCOLN-BERRYWOOD 69 KV
Work Order: 41006855

RIGHT OF WAY AND EASEMENT

THIS RIGHT OF WAY AND EASEMENT, made this 27 day of NOVEMBER, 2007, by and between Dale Walters and Evelyn Walters, whose address is 2648 Troy Road, Delaware, Ohio 43015, herein called "Grantor", whether one or more persons, and Columbus Southern Power Company, an Ohio corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, herein called "Grantee".

WITNESSETH:

That in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, Grantor hereby grants, conveys, and warrants to the Grantee, its successors, assigns, lessees, tenants and licensees, a permanent right of way and easement for electric transmission, distribution, and/or communication lines, being fifty (50) feet in width, in, on, over, under, through and across the following described lands of the Grantor, situated in the the Northwest Quarter of Lot 2, Range 19, Township 5, Section 2, U.S.M. Lands, Troy Township, Delaware County, Ohio, containing 129.18 acres.

Grantor claims title by the instrument recorded in Deed Book 380, Page 313, of the Delaware County Recorder's Office.

Auditor/Key/Tax Number: 519-240-01-002-000

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

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

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

The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 2/6/08 Transfer Tax Paid
TRANSFERRED OR TRANSFER NOT NECESSARY
Delaware County Auditor By

along the Easement.

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

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

THIS GRANT IS FURTHER SUBJECT TO THE FOLLOWING CONDITIONS:

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

Grantee shall also have the right to install guy wires, anchors, and anchoring systems outside the Easement, together with the right to cut and clear any trees and brush which in the Grantee's opinion may endanger or interfere with said guy wires, anchors, and anchoring systems.

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

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

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

GRANTOR

Dale E. Walters
(Signed Name)

DALE E. WALTERS
(Print/Type Name)

Evelyn M. Walters
(Signed Name)

Evelyn M. Walters
(Print/Type Name)

200800003207
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW D BRENNER
02-06-2008 At 03:19 PM.
EASEMENT 44.00
OR Book: 829 Page 1410 - 1413

200800003207
COLUMBUS SOUTHERN POWER CO

STATE OF OHIO)

COUNTY OF DELAWARE) SS:

This Instrument was acknowledged before me on the 27th day of
November, 2007, by Dale Walters and Evelyn Walters,



THOMAS E. PHILLIPS
Notary Public, State of Ohio
My Commission Expires
07-24-2010

[Signature]
Notary Public

Notary Public (Print/Type Name)

My Commission Expires: _____

THIS INSTRUMENT WAS PREPARED BY COLUMBUS SOUTHERN POWER COMPANY.

When Recorded Return to: Columbus Southern Power Company, Transmission Right of
Way, 700 Morrison Road, Gahanna, OH 43230

EXHIBIT "A"

PAUL L. WILKINSON &
JOANNE M. WILKINSON
UBER 475 PG. 629
12.45 ACRES
PAR. 519-200-02-031-000

DALE WALTERS AND
EVELYN WALTERS
O.B. 380 PG. 313
129.18 AC.
PAR. 519-240-01-002-000

PROPOSED EASEMENT AREA
1.113± ACRES

POINT OF
BEGINNING

WILLIAM D. WALTERS
VOL. 522 PG. 339
5.005 ACRES
PAR. 519-240-01-003-000

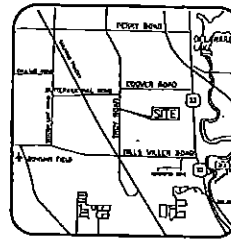
0' 400' 800' 1200'
SCALE IN FEET
SCALE: 1 INCH = 400 FEET

EASEMENT PREPARED BY:
CENTRAL SURVEYING CO. LTD
7563 EAST MAIN ST.
REYNOLDSBURG, OHIO 43068
614-864-1100

STATE OF OHIO
COUNTY OF DELAWARE
TOWNSHIP OF TROY
NW 1/4 OF FARM LOT 2
SECTION 2
TOWNSHIP 5
RANGE 19
US MILITARY LANDS

LINE	BEARING	DISTANCE
L1	N 00°15' E	1615.40'
L2	S 89°12' E	30.00'
L3	S 00°15' W	1615.35'
L4	N 89°17' W	30.00'

BEARINGS BASED ON DEED
INFORMATION RECORDED IN DELAWARE
COUNTY RECORDER'S RECORDS



VICINITY MAP
(NOT TO SCALE)

NOTES:
THIS DRAWING IS FOR EASEMENT PURPOSES
ONLY AND HAS BEEN COMPILED USING
EXISTING PUBLIC RECORDS.

SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS,
RESTRICTIONS AND/OR CONDITIONS, IF ANY,
OF RECORD.

LINE NAME - LINCOLN-BENTWOOD - 899V
LINE NUMBER - 231 130.0077
EASEMENT NUMBER - 22

COLUMBUS SOUTHERN POWER

PROPOSED EASEMENT ACROSS THE LANDS OF
DALE & EVELYN WALTERS
CONTAINING 1.113± ACRES

Drawn By: DIO	Checked By: WIT
Scale: 1"=400'	Date: 10/11/2007
File Name: EAS-25-D WALTERS	Drawing Number:
Revised: November 8, 2007	2007-0907

Doc ID: 009784120002 Type: OFF
Kind: EASE SUPPL
Recorded: 02/15/2013 at 10:20:55 AM
Fee Amt: \$32.00 Page 1 of 2
Workflow# 0000045498-0001
Delaware County, OH
Melissa Jordan County Recorder
File# 2013-00008330
BK 1194 Pg 601-602
OHIO POWER
700 MORRISON RD
GAHANNA, OH 43230

Line Name: Lincoln-Berrywood
Easement No.25 Line No.TLN130:0C977

ADDENDUM TO RIGHT OF WAY AND EASEMENT

This Addendum is entered into by and between Evelyn Walters, Trustee ("Grantor"), whether one or more persons, and **Ohio Power Company**, an Ohio Corporation, ("Grantee") this 15th day of February, 2013. This Addendum is offered by Grantee to the Right of Way and Easement executed by Grantor for the acquisition of an electric transmission line and distribution power line easement with respect to 129.18 acres, more or less, as recorded in Official Record Volume 829, page 1410 in the in the Office of the Recorder Delaware County, Ohio.

By this Addendum, Grantor agrees to the following:

1. Grantor has been compensated by Grantee for the removal and or replacement of any and all trees, vegetation, brush, or other obstructions which may now exist or may exist in the future within the boundaries of the easement during construction or maintenance of Grantee's electric transmission, distribution, and communication lines.
2. Grantor waives for itself, its successors and assigns any claims for compensation for the removal and or replacement of any and all trees, vegetation, brush, or other obstructions which may now exist or may exist in the future within the boundaries of the easement during construction or maintenance of Grantee's electric transmission, distribution, and communication lines.

Agreed to by Grantor this 15th day of February, 2013.

GRANTOR

Evelyn M. Walters
Evelyn Walters, Trustee

STATE OF OHIO)

COUNTY OF DELAWARE) SS:

This instrument was acknowledged before me on the 15th, day of February, 2013,
by EVELYN WALTERS, TRUSTEE.



JASON N. HILL
Notary Public - State of Ohio
My Commission Expires
July 19, 2016

[Signature]
Notary Public

Jason N. Hill
Notary Public (print/type name)

My Commission Expires: 7-19-2016

THIS INSTRUMENT WAS PREPARED BY OHIO POWER COMPANY.

When recorded return to: Ohio Power Company, Transmission Right of Way, 700
Morrison Road, Gahanna, Ohio 43230

Delaware County
The Grantor Has Complied With
Section 2119.22 Of The R.C.
DATE 10/3/2018 Transfer Tax Paid 0
WHETHER OR TRANSFER NOT NECESSARY
Delaware County Auditor By TJH

Doc ID: 011243100006 Type: OFF
Kind: EASE NO FEE
Recorded: 10/03/2018 at 11:23:22 AM
Fee Est: \$0.00 Page 1 of 5
Workflow# 0000127858-0003
Delaware County, OH
Dallas Jordan County Recorder
Filed 2018-00030093
BK 1456 PG 287-291
SHADE & SHADE BOX

SANITARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, Sugar Valley Properties LLC, an Ohio limited liability company, the Grantor ("the Grantor" herein) for good and valuable considerations to the Grantor by the Board of County Commissioners of Delaware County, Ohio, Grantee, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, forever, a perpetual sanitary easement over, through, under, within, upon, and across the 20 foot (20') sanitary easement area described in attached Exhibit A, together with reasonable ingress and egress to the sanitary easement area described in attached Exhibit A to and from the nearest public road over reasonable routes across Grantor's tracts that adjoin the easement area when exercising the purposes of this easement, solely for construction, operation and maintenance of the public sanitary sewer, sanitary sewer service connections including those to any private sewer, sanitary force mains, any sanitary manhole, sanitary valves, and other sanitary appurtenances. The Grantee, and its successors and assigns, shall, in good faith, use reasonable efforts to construct not more than one (1) manhole in the sanitary easement area described in attached Exhibit A, however, not more than two (2) sanitary manholes shall be constructed in the sanitary easement area described in attached Exhibit A and, with the exception of any manhole or manholes constructed at surface level grade but not above, no sanitary equipment or appurtenances shall be constructed at, on or above the surface of the sanitary easement area described in attached Exhibit A without the express written consent of the Grantor, or the Grantor's successors and assigns. The Grantor also grants the Grantee a 20 foot (20') wide temporary sanitary construction easement immediately west of the sanitary easement area described in attached Exhibit A which shall terminate upon the completion of the construction of the public sanitary sewer improvements in the sanitary easement area described in attached Exhibit A.

Nothing contained in this Instrument is intended to prohibit or prevent the granting by the Grantor, or the Grantor's successors and assigns, of utility easements for utilities providing service to the Grantor's tracts which adjoin the sanitary easement area described in attached Exhibit A.

No other utility which does not provide service to the Grantor's tracts shall be located within the sanitary easement unless approved in writing by the Delaware County Sanitary Engineer except for permitted utility crossings as described herein. Right angle or near right angle utility crossings ("near right angle" is hereby defined as an angle between eighty (80) degrees and one-hundred (100) degrees) over, across, or under the sanitary line and over, across, under, or through this sanitary easement are permitted, except that all utility crossings under the sanitary sewer or force main shall be subject to the reasonable and timely review and approval of the Delaware County Sanitary Engineer; any utility crossing within the sanitary easement resulting in an angle less than eighty (80) degrees shall only be permitted if approved in writing by the Delaware County Sanitary Engineer. No application fee or other charge shall be made by the Delaware County Sanitary Engineer or by Delaware County for any review or approval. The Grantor, and the Grantor's successors and assigns, shall not be responsible for the noncompliance of any utility with the terms and conditions of this easement. No new buildings, sheds, decks, pools, or other such structures, or the footers or foundations of any structures or features shall hereafter be constructed above or below ground within the limits of the sanitary easement unless said structure is approved in writing by the Delaware County Sanitary Engineer; provided, however, that the Grantor and the Grantor's successors and

assigns shall have an absolute right to maintain, repair, construct or replace all existing structures, related improvements and accessories and any driveway located within or abutting the easement area or to construct driveways within the easement area in conformity with any applicable governmental guidelines or regulations so long as any such driveway does not interfere with any sanitary manhole and, to that end, the Grantee shall be responsible for constructing all parts of sanitary sewer except for any permitted manhole below driveway depth. Nothing contained in this instrument shall in any way prohibit, prevent, or in any way impair the Grantor and the Grantor's successors and assigns from maintaining, repairing, constructing or replacing all existing structures, related improvements and accessories located within or abutting the easement area and, further, the granting of the sanitary easement does not in any manner authorize the Grantee to construct sanitary sewer improvements or engage in construction work within the easement area in a manner will cause or pose any material risk of damage to existing structures, related improvements and accessories located within or abutting the easement area. Any landscaping features, such as, but not limited to, trees, fences, signs, retaining walls, etc., within the sanitary easement area shall be reviewed for approval by the Delaware County Sanitary Engineer prior to installation; any landscaping features hereafter placed within the sanitary easement area described in attached Exhibit A may be removed at any time by the Grantee or the Grantee's authorized representatives. Following any entry upon the Grantor's tracts by the Grantee or the Grantee's authorized representatives pursuant to the terms of this instrument, the Grantee shall be responsible for restoring any damage to the Grantor's building and its appurtenant structural components and any driveway, and for grading and reseeding any areas affected by the Grantee's construction; provided, the cost of restoration of any landscape features hereafter placed within the sanitary easement area described in attached Exhibit A by the Grantor, or the Grantor's successors and assigns, shall be the responsibility of the Grantor, or, upon conveyance by the Grantor, by the Grantor's successors and assigns. The addition or removal of any dirt, soil, fill, or other changes to the ground elevation above the sanitary sewer or force main within the sanitary easement area described in attached Exhibit A shall be subject to approval of the Delaware County Sanitary Engineer and the Delaware County Sanitary Engineer reserves the right to require that all earthwork within the sanitary easement area described in attached Exhibit A be graded to such a level that will, in his or her opinion, not jeopardize the structural integrity of or limit the County's reasonable access to the sanitary sewer or force main.

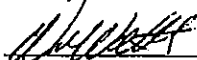
TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the Grantor, for the Grantor and the Grantor's successors and assigns, hereby covenants with said Grantee, its successors and assigns, that the Grantor is true and lawful owner of said premises as recorded in O.R. 1267, Page 2416, Recorder's Office, Delaware County, Ohio and is lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever and that the Grantor will warrant and defend the same against all claims of all persons whomsoever; however, this conveyance is made subject to all easements, conditions and restrictions of record. This easement is granted in perpetuity and shall be binding upon the parties and their respective successors and assigns.

The Grantor, for the Grantor and the Grantor's successors and assigns, reserves all rights in and to the real estate described in attached in Exhibit A or otherwise subject to the sanitary easement which are not inconsistent with the sanitary easement hereby granted to the Grantee.

The Grantor has executed this Instrument on this 14th day of July, 2016.

Sugar Valley Properties LLC

By: 
William D. Walters, Manager

STATE OF OHIO
COUNTY OF DELAWARE, ss:

Before me, a Notary Public, in and for said County and State, personally appeared the above named William D. Walters, Manager of Sugar Valley Properties LLC, who acknowledged that he did sign the foregoing Instrument and that the same is his free act and deed on behalf of Sugar Valley Properties LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of July, 2016.

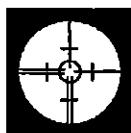


DAVID C. SHADE, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
Section 147.03 R.C.


NOTARY PUBLIC

This Instrument was prepared by David C. Shade, Attorney at Law, 41 N. Sandusky Street, Suite 410, P.O. Box 438, Delaware, Ohio 43015-0438.

V:\CARLA-D\REAL\Walters\Sanitary easement.doc



SCIOTO LAND SURVEYING SERVICE, INC.

173 North Sandusky Street

Delaware, Ohio 43015

740.389.7577

karan@sciolandsurveying.com

EXHIBIT A

Description of a 20' sanitary easement for
Sugar Valley Properties LLC

April 25, 2016

Situated in the Township of Troy, County of Delaware, State of Ohio, being part of Farm Lot 7 in Quarter-Township 2, Township 5, Range 19 of the United States Military Lands, being part of an original 5.188 acre tract (Tract 3) conveyed to Sugar Valley Properties LLC in Official Records Volume 1267, Page 2416 and being more particularly described as follows:

COMMENCING at the southeast corner of a 5.188 acre tract (Tract 3) conveyed to Sugar Valley Properties LLC in Official Records Volume 1267, Page 2416, being in the centerline of County Road 7 (Troy Road);

thence along the south line of the subject 5.188 acre tract North 88° 21' 10" West 40.00 feet to the **TRUE POINT OF BEGINNING** of the following described easement;

thence continuing along the south line of the subject 5.188 acre tract North 88° 21' 10" West 20.00 feet;

thence North 01° 38' 50" East 194.60 feet to a point on a north line of the subject 5.188 acre tract;

thence along the said north line of the 5.188 acre tract South 35° 40' 54" East 17.09 feet;

thence continuing along the north line of the subject 5.188 acre tract South 88° 22' 05" East 9.63;

thence South 01° 38' 50" West 181.01 feet to the **TRUE POINT OF BEGINNING**;

Surveyed by Karen S. Coffman, Surveyor, Registration No. 7845 on April 25, 2016.
Basis of bearings is the centerline of County Road 7 (S01°38'50"W) per Official Records Volume 1267, Page 2416.

Karen S. Coffman, Surveyor
Registration No. 7845





SCIOTO LAND SURVEYING SERVICE, INC.

173 North Sandusky Street

Delaware, Ohio 43015

740.369.7577

karen@sciotolandsurveying.com

PLAT OF EASEMENT FOR

SUGAR VALLEY PROPERTIES LLC

PART OF FARM LOT 7, QUARTER-TOWNSHIP 2,

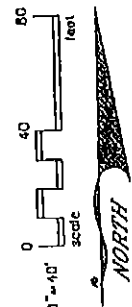
TOWNSHIP 5, RANGE 19, U.S.M.L.

TROY TOWNSHIP, DELAWARE COUNTY, OHIO

ORIGINAL 5.188 Ac. (TRACT 3)
O.R.V. 1267, PAGE 2416

RECORDS USED
Deeds as shown.

BASIS OF BEARINGS
Centerline of Troy Road
per O.R.V. 1267, PG. 2416
(S 01° 38' 50" W)

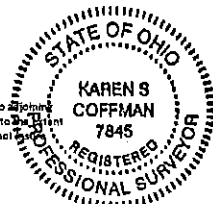


Evelyn M. Mullers, Trustee
6.255 Ac., O.R.V. B, PG. 2052 &
Sugar Valley Properties LLC
6.255 Ac., O.R.V. 1267, PG. 2416

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND THAT SAID SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ROAD RIGHT-OF-WAY IS ASSUMED AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY UNLESS OTHERWISE NOTED. EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY, IF ANY, NOT LOCATED UNLESS NOTED.

KAREN S. COFFMAN, SURVEYOR
Registration No. 7845

APRIL 25, 2016
DATE OF SURVEY



Delaware County
The Grantor Has Complied With
Section 318.202 Of The R.C.
DATE 10/3/2016 Transfer Tax Paid 0
~~TRANSFER OR TRANSFER NOT NECESSARY~~
Delaware County Auditor By TCF

Doc ID: 011243020003 Type: OFF
Kind: BASE NO FEE
Recorded: 10/03/2016 at 11:23:22 AM
Fee Amt: \$0.00 Page 1 of 3
Workflow: 000012828-0004
Delaware County, OH
Melissa Jordan County Recorder
Filed: 2016-00030084
BK 1456 PG 292-294
SHADE & SHADE BOX

EASEMENT FOR ROAD RIGHT OF WAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that Sugar Valley Properties LLC, an Ohio Limited Liability Company, for valuable consideration paid, receipt of which is hereby acknowledged, does hereby grant to The Board of County Commissioners of Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 a forty foot (40') wide perpetual easement and right of way for public highway and road purposes, in, upon and over the lands described in Exhibit A attached hereto.

TO HAVE AND TO HOLD said easement unto the Grantee and its successors and assigns forever.

And the said Grantor for itself and its successors and assigns, hereby covenants with the Grantee and its successors and assigns, that it is the true and lawful owner of said premises, and is lawfully seised of the same in fee simple, and has good right and full power to grant, bargain, sell, convey, and release the same in the manner aforesaid, and that the same is free and clear from all liens and encumbrances whatsoever, and that it will warrant and defend the same against all claims of all persons whomsoever. Such easement is granted in perpetuity.

The Grantor, however, reserves to itself and its successors and assigns all rights and uses consistent with construction, use and maintenance of the sewer easement and full ingress and egress to the Grantor's remaining real estate.

The Grantor has executed this instrument this 14th day of July, 2016.

Sugar Valley Properties LLC

by: [Signature]
William D. Walters, Manager

STATE OF OHIO
COUNTY OF DELAWARE, ss.

Before me, a Notary Public in and for said County and State, personally appeared the above named William D. Walters, Manager of Sugar Valley Properties LLC, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed on behalf of the Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of July, 2016.



DAVID G. SHADE, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
Section 147.03 R.C.

[Signature]
NOTARY PUBLIC

This instrument was prepared by Shade and Shade, Attorneys at Law, 41 North Sandusky Street, Suite 410, Delaware, Ohio 43015-0438.

V:\CARLA-D\REAL\Walters\Road easement.doc



SCIOTO LAND SURVEYING SERVICE, INC.

173 North Sandusky Street

Delaware, Ohio 43015

740.389.7577

karen@sciotolandssurveying.com

EXHIBIT A

Description of a 40' Right-of-Way easement for
Sugar Valley Properties LLC

April 25, 2016

Situated in the Township of Troy, County of Delaware, State of Ohio, being part of Farm Lot 7 in Quarter-Township 2, Township 5, Range 19 of the United States Military Lands, being part of an original 5.188 acre tract (Tract 3) conveyed to Sugar Valley Properties LLC in Official Records Volume 1267, Page 2416 and being more particularly described as follows:

BEGINNING at the southeast corner of a 5.188 acre tract (Tract 3) conveyed to Sugar Valley Properties LLC in Official Records Volume 1267, Page 2416, being in the centerline of County Road 7 (Troy Road);

thence along the south line of the subject 5.188 acre tract North 88° 21' 10" West 40.00 feet;

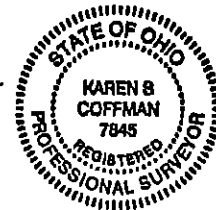
thence North 01° 38' 50" East 181.01 feet to a point on a north line of the subject 5.188 acre tract;

thence along the said north line of the said 5.188 acre tract South 88° 22' 05" East 40.00 to a point on the aforesaid centerline of County Road 7;

thence along the said centerline of County Road 7 South 01° 38' 50" West 181.02 feet to the **POINT OF BEGINNING**;

Surveyed by Karen S. Coffman, Surveyor, Registration No. 7845 on April 25, 2016.
Basis of bearings is the centerline of County Road 7 (S01°38'50"W) per Official Records Volume 1267, Page 2416.

Karen S. Coffman, Surveyor
Registration No. 7845





SCIOTO LAND SURVEYING SERVICE, INC.

173 North Sandusky Street

Delaware, Ohio 43015

740.359.7577

karon@scioto landsurveying.com

PLAT OF EASEMENT FOR

SUGAR VALLEY PROPERTIES LLC

PART OF FARM LOT 7, QUARTER-TOWNSHIP 2,

TOWNSHIP 5, RANGE 19, U.S.M.L.

TROY TOWNSHIP, DELAWARE COUNTY, OHIO

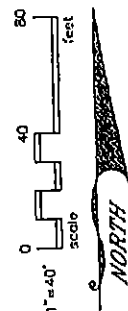
ORIGINAL 5.188 Ac. (TRACT 3)
O.R.V. 1267, PAGE 2416

RECORDS USED

Deeds as shown.

BASIS OF BEARINGS

Centerline of Troy Road
per O.R.V. 1267, PG. 2416
(S 01° 38' 50" W)



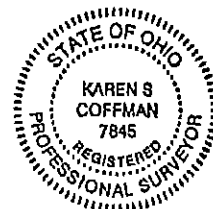
Evlyn M. Walters, Trustee
0.255 Ac., D.R.V. B, PG. 2062 &
Sugar Valley Properties LLC
0.255 Ac., D.R.V. PG. 2416

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING
TITLE CAPTION AND THAT SAID SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF. ROAD RIGHT-OF-WAY IS ASSUMED AND SHOWN FOR
ILLUSTRATIVE PURPOSES ONLY UNLESS OTHERWISE NOTED. EASEMENTS, RESTRICTIONS AND
RIGHT-OF-WAY, IF ANY, NOT LOCATED UNLESS NOTED.

This plat is being furnished as an aid in locating the herein described land in relation to adjoining
streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent
a policy of this firm is expressly modified by endorsement, if any, the Company does not insure
dimensions, distances, location of easements, or other matters shown hereon.

KAREN S. COFFMAN, SURVEYOR
Registration No. 7845

DATE OF SURVEY



as Mary Fuller in and for said enemy, personally came the above named Sarah J. Powell the Grant in the foregoing Deed, and acknowledged the signing of the same to be her voluntary act and deed, for the use and purpose therein mentioned.

In testimony Whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

(Seal) B. J. Freshwater
Notary Public

Received: Feb. 13-1903. 8¹² A.M.
Remitted: Feb. 26-1903.

J. B. Andrews
Recorder.

Albert P. Rodgers

Wash to

The W. & M. E. R. R.

I know All Men by these Deeds: That we, Albert P. Rodgers and wife, Oella Rodgers, of the County of Dwyer, State of Delaware and State of Ohio, in consideration of the sum of Two Hundred and Twenty-five

Dollars. As now paid by the Columbus, Delaware & Marion Electric Railroad Company, a corporation organized under the laws of Ohio, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to the said Columbus Delaware & Marion Electric Railroad Company the uncursed and assigns forever, the following Real Estate:

Situated in the County of Delaware in the State of Ohio, and in the Township of Dwyer and bounded and described as follows: A 1/2 A. C. D. in lot 1, beginning at a stake on the west line of the Columbus, Marion and A. P. Rodgers, thence north 26 deg. 07' west twelve hundred and fifty-seven and five tenths (1257 5/10) feet to a stake, thence north 86 deg. 30' west fifty-seven (57) feet to a stake, thence north 26 deg. 07' east twelve hundred & fifty-seven and five tenths (1257 5/10) feet to a stake in the general Warren Rodgers line; thence north 86 deg. 30' east fifty-seven feet to the place of beginning, being a parallel strip of land fifty feet in width west of and adjoining the W. & M. E. R. R. right of way containing one and forty-nine hundredths (1 49/100) acres of land more or less.

To have and to hold said premises, with all the privileges and appurtenances thereto belonging, to the said The Columbus, Delaware & Marion Electric Railroad Company, its successors and assigns forever.

And the said Albert O. Rodeger for himself and his heirs, do hereby covenant with the said The Columbus, Delaware & Marion Electric Railroad Company, its successors and assigns, that he is lawfully seized of the premises aforesaid; that the said premises are free and clear from all encumbrances whatsoever;

Said grantee is to erect and maintain a good wire fence on the west side of said tract above conveyed; and to provide suitable crossings and necessary water ways; grantor reserve the timber growing on said tract.

And that he will forever warrant and defend the same, with the appurtenances, unto the said The Columbus, Delaware & Marion Electric Railroad Company and assigns, against the lawful claims of all persons whatsoever.

In Witness Whereof, the said Albert O. Rodeger and Ella Rodeger, who, lawfully released, have right of answer in the premises, have hereunto set their hands, this fourth day of October, in the year of our Lord, one thousand nine hundred and two (1902),

Signed and subscribed in presence of

E. M. Nickham
J. C. Diehlman

Albert O. Rodeger
Ella Rodeger

The State of Ohio

Delaware County, ss.

Be it Remembered, That on this fourth day of October, A. D. 1902, before me, the undersigned, a Notary Public in and for said county, personally came the above named Albert O. Rodeger and Ella Rodeger the grantors in the foregoing deed, and acknowledged the signing of the same 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 official seal, on this day and year last aforesaid.

(Seal)

E. M. Nickham

Notary Public in and for
Delaware County, Ohio

Received, July 12, 1902, at 2 1/2 PM

Reinst. July 26, 1902

J. H. Gudman

Recorder

**CORRECTIVE
SURVIVORSHIP DEED**

Ralph A. Rodefer, a single person and Helen Rodefer, a single person of Delaware County, Ohio for valuable consideration paid, grants with general warranty covenants, to Dale E. Walters and Evelyn M. Walters, husband and wife for their joint lives, remainder to the survivor of them, whose tax mailing address is 2648 Troy Road, Delaware, Ohio 43015 the following REAL PROPERTY:

Situated in the County of Delaware, in the State of Ohio and in the Township of Troy and being bounded and described as follows:

PARCEL NO. 1:

Being 49.359 acres of land, more or less, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

PARCEL NO. 2:

Being 22.171 acres of land, more or less, as more particularly described in Exhibit "B" attached hereto and made a part hereof.

Parcel No 43-015500

Premises known as 2547 Troy Road, Delaware, Ohio 43015.

Grantors Quit Claim and convey, to the Grantees, without warranties of title, all of their rights, title, and interest, if any, to ingress and egress to the real estate described in Exhibit "B" attached hereto and made a part hereof.

EACH OF THE GRANTORS HEREIN RESERVE A LIFE ESTATE IN THE REAL ESTATE DESCRIBED HEREIN IN ACCORDANCE WITH THE RESERVATION OF THE LIFE ESTATE MADE IN DEED BOOK VOLUME 577, PAGE 260, RECORDER'S OFFICE, DELAWARE COUNTY, OHIO.

This deed is executed and delivered by Grantors for the purpose of providing an accurate survey of the real estate that the Grantors herein previously conveyed to the Grantees herein in Deed Book Volume 577, Page 260, Recorder's Office, Delaware County, Ohio.

This deed is executed and delivered by Grantors and accepted by Grantees subject to all easements, conditions, restrictions, zoning ordinances, real estate taxes, and rights of way of record.

Prior Instrument Reference: Vol. 577, Page 260 and Deed Book Vol. 273, Page 26, Recorder's Office, Delaware County, Ohio.

Grantors release all rights of dower therein. Witness their hands this 13th day of September, 1994.

Signed and acknowledged in the presence of:

Mary E. Edwards
as to #1
Edna J. Huber
as to #1

1. Ralph A. Rodefer
Ralph A. Rodefer

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

PLATTE LAW
OFFICE
DELAWARE COUNTY, OHIO
43015
Telephone 419-233-1111
Fax 419-233-1111

Delaware County
The Original has been filed with
Deed 3192201 of 011 R/C
Date 09/20/94 Transfer Fee Paid
Transferred to the Public and
Is in Public and/or by

VOL 0578 PAGE 307

Helen Rodefer
as to 1st
Edward F. Flahive
as to 2nd

2. Helen Rodefer
Helen Rodefer

STATE OF OHIO
COUNTY OF DELAWARE

ss:

BE IT REMEMBERED, That on this 13th day of September 1994 before me, the subscriber, a Notary Public in and for said state, personally came, Ralph A. Rodefer the Grantor in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed.

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

Edward F. Flahive
Notary Public



STATE OF OHIO
COUNTY OF DELAWARE

ss:

BE IT REMEMBERED, That on this 13th day of September 1994 before me, the subscriber, a Notary Public in and for said state, personally came Helen Rodefer the Grantor in the foregoing deed, and acknowledged the signing thereof to be her voluntary act and deed.

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

Edward F. Flahive
Notary Public

EDWARD F. FLAHIVE, Attorney At Law
DELAWARE COUNTY, OHIO
MY COMMISSION HAS NO EXPIRATION DATE
DATE REC. 10/20/94

This instrument prepared by: Edward F. Flahive, Attorney at Law, Delaware, Ohio.

DEEDS



EDWARD F. FLAHIVE, Attorney At Law
DELAWARE COUNTY, OHIO
MY COMMISSION HAS NO EXPIRATION DATE
DATE REC. 10/20/94

19181

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	SEP 15 1994
1:30 PM	CLERK
RECORDED	SEP 19 1994
DEED	RECORDED
VOL 578	PAGE 37
Kay C. Conklin COUNTY RECORDER	
FILE 5-12-94	

1 NOTATION
577-260

FLAHIVE LAY
OFFICE
DELAWARE COUNTY OHIO
1215 W. 1ST
DEPT. 1000
DEPT. 1000
DEPT. 1000
DEPT. 1000

Have Shaded

EXHIBIT "A"



STEVEN A. FOX, P.S.

229B Bethlehem Rd. W.

Prospect, Ohio 43342

PH. 614-494-2028

Description of 19.359 Acres
Parcel No. 1

Being Part of Farmlot 7, Section 2, Township 5, Range 19, United States Military Lands, and being part of an original 71.727 acre tract of land, now or formerly owned by Ralph A. & Helen Roderfer, Deed Vol. 273, page 26, Troy Township, Delaware County, State of Ohio and being more particularly described as follows:

Commencing at an existing survey nail located at the Northeast corner of Farmlot 7, said point being on the centerline of County Road 7 (Troy Rd.);

Thence along the centerline of County Road 7 and East Line of Farmlot 7 South 01 deg. 38 min. 50 sec. West for a distance of 644.91 feet to a railroad spike found at Grantor's Northeast corner, said point being the Northeast corner of hereinafter described 49.359 acre tract and the point of beginning.

Thence continuing along the centerline of County Road 7 and said lot line South 01 deg. 38 min. 50 sec. West for a distance of 1030.47 feet to a survey nail found at an angle point;

Thence continuing along said centerline and lot line South 01 deg. 25 min. 10 sec. West for a distance of 65.73 feet to a railroad spike set at Grantor's Southeast corner;

Thence along Grantor's South Line North 86 deg. 49 min. 52 sec. West for a distance of 1663.80 feet to an iron pin set at the Southeast corner of a 11.57 acre tract of land, now or formerly owned by the C. & O. Railroad, Deed Vol. 199, page 38 (passing over an iron pin set at a distance of 30.01 feet);

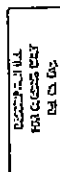
Thence along the East Line of said 11.57 acre tract North 26 deg. 58 min. 00 sec. West for a distance of 1261.01 feet to a 5/8 inch dia. iron pin found on Grantor's North Line;

Thence along Grantor's North Line South 86 deg. 55 min. 55 sec. East for a distance of 2267.52 feet to a railroad spike found on the centerline of County Road 7 and East Line of Farmlot 7 (passing over a 5/8 inch dia. iron pin found at a distance of 1419.60 feet and an iron pin set at a distance of 2237.51 feet) and the place of beginning.

Containing 49.359 acres, more or less, and subject to legal highways, easements, restrictions and agreements of record. This description prepared from a survey performed by Steven A. Fox, Registered Professional Surveyor 7000, and dated August 24, 1994. All 5/8 inch dia. iron pins set have a plastic identity cap with the inscription "Fox P.S. 7000."

Prior Deed Vol. 273, page 26

basis of bearings, D.V. 276, page 419, East R/W C. & O. Railroad North 26 deg. 58 min. 00 sec. West



Steven A. Fox
Steven A. Fox, P.S. 7000

VOL 0578 PAGE 309

Aug. 24, 1994
Date of Survey
Job No. 94334

EXHIBIT "B"



VOL 0578 PAGE 310

STEVEN A. FOX, P.S.

2298 Bethlehem Rd. W.

Prospect, Ohio 43342

PH. 614-494-2028

Description of 22.171 Acres
Parcel No. 2

Being Part of Parcel 7, Section 2, Township 5, Range 19, United States Military Lands, and being part of an original 71.727 acre tract of land, now or formerly owned by Ralph A. & Helen Rodgerfer, Deed Vol. 273, page 26, Troy Township, Delaware County, State of Ohio and being more particularly described as follows:

Commencing at an existing survey nail located at the Northeast corner of Parcel 7, said point being on the centerline of County Road 7 (Troy Rd.);

Thence along the centerline of County Road 7 and East Line of Parcel 7 South 01 deg. 38 min. 50 sec. West for a distance of 644.91 feet to a railroad spike found at Grantor's Northeast corner;

Thence along Grantor's North Line North 86 deg. 55 min. 55 sec. West for a distance of 2267.52 feet to a 5/8 inch dia. iron pin found at the Northeast corner of a 11.57 acre tract of land, now or formerly owned by C. & O. Railroad Co., Deed Vol. 199, page 38 (passing over an iron pin set at a distance of 30.01 feet and a 5/8 inch dia. iron pin found at a distance of 847.92 feet);

Thence North 86 deg. 53 min. 00 sec. West for a distance of 162.27 feet to a 5/8 inch dia. iron pin found on the East Right-of-Way Line of the CSX Railroad (formerly C. & O. R.R.);

Thence North 87 deg. 04 min. 13 sec. West for a distance of 173.02 feet to an iron pin set on the West Line of The Ohio Power Company Right-of-Way, said point being the Northeast corner of hereinafter described 22.171 acre tract and the point of beginning.

Thence along said Ohio Power Company Right-of-Way South 26 deg. 58 min. 00 sec. East for a distance of 1259.69 feet to an iron pin set on Grantor's South Line;

Thence along Grantor's South Line North 86 deg. 49 min. 52 sec. West for a distance of 982.95 feet to a 1 inch dia. iron pipe found at an angle point;

Thence continuing along Grantor's South Line North 83 deg. 46 min. 16 sec. West for a distance of 220.98 feet to a 1 inch dia. iron pipe found at Grantor's Southwest corner;

Thence along Grantor's West Line North 03 deg. 10 min. 58 sec. East for a distance of 1082.96 feet to a 1 inch dia. iron pipe found at Grantor's Northwest corner;

Thence along Grantor's North Line South 87 deg. 04 min. 13 sec. East for a distance of 571.21 feet to an iron pin set and the place of beginning.

Containing 22.171 acres, more or less, and subject to easements, restrictions and agreements of record. This description prepared from a survey performed by Steven A. Fox, Registered Professional Surveyor 7000, and dated August 24, 1994. All 5/8 inch dia. iron pins set have a plastic identity cap with the inscription "Fox P.S. 7000."

Prior Deed Vol. 273, page 26

basis of bearings, D.V. 376, page 419, East R/W C. & O. Railroad North 26 deg. 58 min. 00 sec.
West

Steven A. Fox
Steven A. Fox, P.S. 7000



Aug. 24, 1894
Date of Survey
Job No. 94334

PLAT OF SURVEY
 BY **STEWART & TOL, P.E.**
 1221 FARMHOUSE RD. W. FARMH. BLDG. 45202 PH. 913-11-2202
 PART OF FARMLOT 7, SECTION 2, TOWNSHIP 5, RANGE 10,
 U.S.M.L., TROY TOWNSHIP, DELAWARE COUNTY, STATE OF OHIO.

PARCEL #2
22.171 ACRES

PARCEL #1
49.359 ACRES

STEWART & TOL, P.E.
 1221 FARMHOUSE RD. W. FARMH. BLDG. 45202 PH. 913-11-2202

DEED RECORDS
 DEED BOOK 1, PAGE 100
 DEED BOOK 1, PAGE 101
 DEED BOOK 1, PAGE 102
 DEED BOOK 1, PAGE 103
 DEED BOOK 1, PAGE 104
 DEED BOOK 1, PAGE 105
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 DEED BOOK 1, PAGE 198
 DEED BOOK 1, PAGE 199
 DEED BOOK 1, PAGE 200

IN 00082031

GENERAL WARRANTY DEED
(Statutory Form, Sections 5302.05 - .06, Ohio Revised Code)

Dale E. Walters, husband of the Grantee, for valuable consideration paid, grants with general warranty covenants to Evelyn M. Walters, whose tax-mailing address is 2648 Troy Road, Delaware, Ohio 43015, an undivided one-half interest in the real estate described in Exhibit A attached hereto.

1,761 AC	519-200-01-005-003	1,738 AC	519-240-02-007-003
11.42 AC	519-200-01-005-005	1,849 AC	519-240-02-007-004
1,301 AC	519-200-01-005-008	1,874 AC	519-240-02-007-005

This deed is executed by the Grantor and accepted by the Grantee subject to all legal highways, and subject to and with all restrictions, easements, conditions, limitations, and reservations of record, zoning restrictions which have been imposed thereon, and except for taxes and assessments.

For prior instrument reference see deed recorded on even date herewith, Recorder's Office, Delaware County, Ohio. Evelyn M. Walters, wife of the Grantor, hereby releases her right of dower.

Witness our hands this 4th day of November, 1999.

Signed and Acknowledged
in the Presence of:

Mary C. Walters
Dale E. Walters

Dale E. Walters
Dale E. Walters

Evelyn M. Walters
Evelyn M. Walters

STATE OF OHIO
COUNTY OF DELAWARE, ss.

On this 4th day of November, 1999, before me, a notary public in and for said County and State, appeared Dale E. Walters and Evelyn M. Walters, Grantors in the foregoing deed and acknowledged that they did examine and read the same and did sign the foregoing instrument, and that the same is their free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

David C. Shade
NOTARY PUBLIC



This instrument was prepared by David C. Shade, Attorney at Law, 41 N. Sandusky Street, Suite 410, Delaware, Ohio 43015.

199900037096
DAVE SHADE BOX

199900037096
Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
On 11-05-1999 At 04:04 pm.
DEED 46.00
OR book 8 Page 2031 - 2040

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

Delaware County
The Grantor Has Complied With
Section 319.202 of The R.C.
DATE 11/5/99 Transfer Tax Paid
TRANSFER TAX OR TRANSFER TAX SUCCESSOR
Deed No. 11/5/99 By D. C. Shade



Scioto Land Surveying Service

173 North Sandusky Street
Delaware, Ohio 43015

Phone (740) 369-7577
Phone (740) 348-7577
FAX (740) 362-7577

Surveyors/Engineers

Frank Celio, P.S. 6612
Karen S. Coffman, P.S. 7845
Michael A. Fando, P.D. 62745

Vol 0008, 2032

June 30, 1999

Description of an 11.242 acre tract for
Dale and Evelyn Walters

TRACT 2

Situated in the Township of Troy, County of Delaware, State of Ohio, being part of Farm Lot 7 in Quarter-Township 2, Township 5, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at a P.K. Nail found at the intersection of the north line of said Farm Lot 7 and the centerline of County Road 7 (Troy Road);

thence along the said centerline of said County Road 7 South 01° 38' 50" West 1,675.38 feet to a Mag Nail set;

thence continuing along the said centerline of County Road 7 South 01° 39' 02" West 5.79 feet to a Mag Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

thence continuing along the said centerline of County Road 7 South 01° 39' 02" West 60.02 feet to a railroad spike found, being the northeast corner of a 60 acre tract now or formerly owned by Richard R. and Christina L. Lehner, as described in Deed Book 421, Page 198;

thence along the north line of the said 60 acre tract North 86° 47' 07" West 1,663.57 feet to an Iron bar set, being the southeast corner of lands now or formerly owned by The Chesapeake and Ohio Railway Company, as described in Deed Book 199, Page 38 (passing an iron pipe found at 30.13 feet);

thence along the east line of the said railway lands North 26° 58' 00" West 624.33 feet to an Iron bar set;

thence South 86° 47' 07" East 758.71 feet to an Iron bar set;

thence South 35° 23' 26" East 613.85 feet to an Iron bar set;

thence South 86° 47' 07" East 834.08 feet to the TRUE POINT OF BEGINNING (passing an Iron bar set at 794.07 feet);

containing 11.242 acres, being part of and original 49.359 acre tract as described in Deed Book 578, Page 307;

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

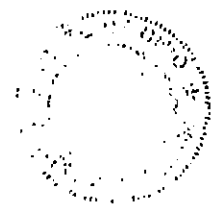
Surveyed by Frank Celio, Surveyor, Registration Number 6612 on May 20, 1999. Basis of bearings is assumed. All Iron bars set are set with a plastic cap marked "SLSS RS 6612".

Frank Celio, Surveyor
Registration No. 6612

walters699

APPROVED FOR TRANSFER
Dale Walters
June 30, 1999

APPROVED FOR TRANSFER
Dale Walters
June 30, 1999





Scioto Land Surveying Service

Vol. 0008, Page 2033

Surveyors/Engineers

173 North Sandusky Street
Delaware, Ohio 43015

Phone (740) 369-7577
Phone (740) 548-7577
FAX (740) 362-7577

Frank Cello, P.S. 6612
Karen S. Coffman, P.S. 7845
Michael A. Fanlin, P.E. 62745

July 2, 1999

Description of a 1.901 acre tract for
Dale and Evelyn Walters

TRACT 5

Situated in the Township of Troy, County of Delaware, State of Ohio, being part of Farm Lot 7 in Quarter-Township 2, Township 5, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at a P.K. Nail found at the Intersection of the north line of said Farm Lot 7 and the centerline of County Road 7 (Troy Road);

thence along the said centerline of County Road 7 South $01^{\circ} 38' 50''$ West 1,008.93 feet to a Mag Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

thence continuing along the said centerline of County Road 7 South $01^{\circ} 38' 50''$ West 60.00 feet to a Mag Nail set;

thence North $88^{\circ} 22' 05''$ West 49.64 feet to an Iron bar set (passing an Iron bar set at 40.00 feet);

thence North $35^{\circ} 40' 54''$ West 149.65 feet to an Iron bar set;

thence North $88^{\circ} 21' 10''$ West 475.00 feet to an Iron bar set;

thence North $01^{\circ} 38' 50''$ East 150.00 feet to an Iron bar set;

thence South $88^{\circ} 21' 10''$ East 436.07 feet to an Iron bar set;

thence South $35^{\circ} 40' 54''$ East 262.82 feet to an Iron bar set (passing an Iron bar set at 229.75 feet);

thence South $88^{\circ} 22' 05''$ East 19.95 feet to the TRUE POINT OF BEGINNING;

containing 1.901 acres, being part of an original 49.359 acre tract as described in Deed Book 578, Page 307;

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

Surveyed by Frank Cello, Surveyor, Registration Number 6612 on May 20, 1999. Basis of bearings is assumed. All Iron bars set are set with a plastic cap marked "SLSS RS 6612".

APPROVED
FOR TRANSFER
CHRIS BAUGERMAN
COUNTY ENGINEER

Frank Cello, Surveyor
Registration No. 6612

walters799

APPROVED
Board of County Engineers
Planning Commission
Seal of the County

This Approval will expire on

12/31/99
Frank Cello
99-1955





Scioto Land Surveying Service

Vol 0008 Page 2034

173 North Sandusky Street
Delaware, Ohio 43015

Phone (740) 369-7577
Phone (740) 548-7577
FAX (740) 362-7577

Surveyors/Engineers

Frank Cello, P.S. 6612
Karen S. Coffman, P.S. 7845
Michael A. Fanlin, P.E. 62745

June 30, 1999

Description of a 6.301 acre tract for
Dale and Evelyn Walters

TRACT 7

Situated in the Township of Troy, County of Delaware, State of Ohio, being part of Farm Lot 7 in Quarter-Township 2, Township 5, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at a P.K. Nail found at the intersection of the north line of said Farm Lot 7 and the centerline of County Road 7 (Troy Road);

thence along the said centerline of said County Road 7 South $01^{\circ} 38' 50''$ West 1,309.95 feet to a Mag Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

thence continuing along the said centerline of said County Road 7 South $01^{\circ} 38' 50''$ West 311.20 feet to a Mag Nail set;

thence North $86^{\circ} 47' 07''$ West 803.57 feet to an Iron bar set (passing an iron bar set at 40.00 feet);

thence North $35^{\circ} 23' 26''$ West 383.81 feet to an Iron bar set;

thence South $83^{\circ} 54' 09''$ East 221.17 feet to an Iron bar set;

thence South $88^{\circ} 21' 10''$ East 813.95 feet to the TRUE POINT OF BEGINNING (passing an iron bar set at 773.95 feet);

containing 6.301 acres, being part of and original 49.359 acre tract as described in Deed Book 578, Page 307;

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

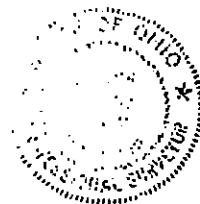
Surveyed by Frank Cello, Surveyor, Registration Number 6612 on May 20, 1999. Basis of bearings is assumed. All iron bars set are set with a plastic cap marked "SLSS RS 6612".



APPROVED
FOR TRANSFER
CHRIS BAUSCHMAN
DELAWARE COUNTY CLERK

Frank Cello, Surveyor
Registration No. 6612

walters699



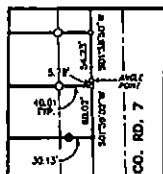


SCIOTO LAND SURVEYING SERVICE, INC.
173 NORTH SANDUSKY STREET DELAWARE, OHIO 43015 344-7577

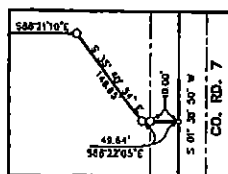
PLAT OF SURVEY FOR
DALE & EVELYN WALTERS
PART OF FARM LOT 7, QUARTER-TOWNSHIP 2,
TOWNSHIP 3, RANGE 19, U.S.M.L.
TROY TOWNSHIP, DELAWARE COUNTY, OHIO
ORIGINAL 49.359 ACRES
DEED BOOK 578, PAGE 307



- LEGEND**
- Railroad Spike Found
 - P.K. Nail Found
 - Iron Pipe Found
 - Flag Nail Set
 - Iron Bar Set into a plastic cap marked "SLSR RS 1812"
- RECORDS USED**
Deeds as shown.
- BASE OF BEARINGS**
Assumed.



DETAIL B



DETAIL A



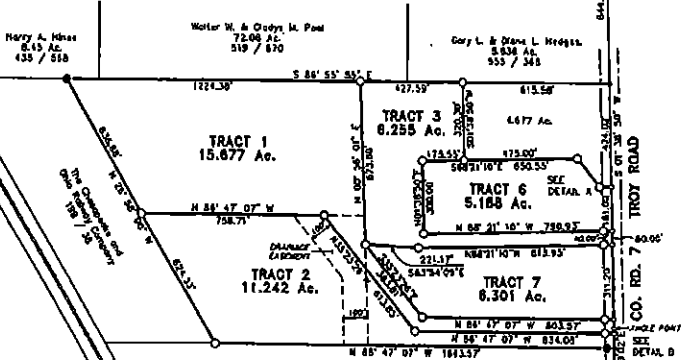
I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE, AND THAT THE SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, BASED UPON THE RECORDS AND RIGHTS-OF-WAY, IF ANY, NOT LOCATED UNLESS NOTED.

Richard R. & Evelyn L. Lehnert
60 A.C.
431 / 110

MAY 26, 1999
Date

This map is to be used as a guide only in locating the land described in the foregoing title. It is not to be used as a basis for any other purpose. The Company does not insure a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, or any other matters shown thereon.

FARM LOT 6
FARM LOT 7



WM 0008-4035

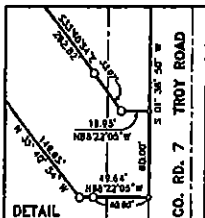


SCIOTO LAND SURVEYING SERVICE, INC.
173 NORTH SANDUSKY STREET DELAWARE, OHIO 43015 360-7317

**PLAT OF SURVEY FOR
DALE & EVELYN WALTERS**
PART OF FARM LOT 7, QUARTER-TOWNSHIP 2,
TOWNSHIP 5, RANGE 18, U.S.M.
TROY TOWNSHIP, DELAWARE COUNTY, OHIO

REGIONAL PLANNING

APPROVED
Regional
Commission
The approval will expire on
12/31/99
1994-1995

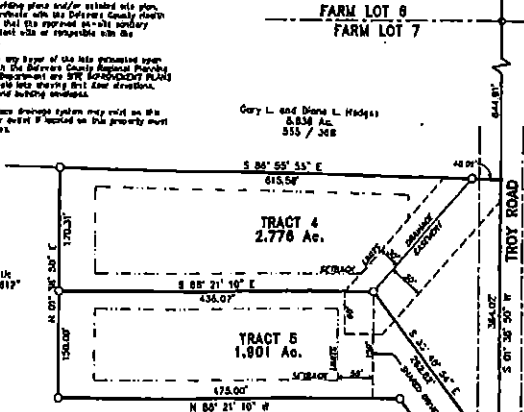


All title defects on this plat are hereby waived in favor of the plat.
Prior to construction of building plans and/or related site plan,
owner has been advised that the proposed plat and boundary
survey is intended to be used in connection with the
owner's deed of this plat.

Notice is hereby given to any person who has an interest in the
land shown on this plat, that on the day the Delaware County Register of
Deeds, and the County Engineer, are the County Engineer, and the
County Engineer, are the County Engineer, are the County Engineer,
having full knowledge, and having knowledge.

BE ADVISED: A multi-purpose drainage system may exist on the
land. The system and/or extent of the system on this property must
be maintained at all times.

- LEGEND**
- Rebar Spike Found
 - Iron Pipe Found
 - P.C. Nail Found
 - May Nail Set
 - Iron Bar Set with a plastic cap marked "SLS 85 6419"
- RECORDS USED**
None at hand.
- BASE OF BEARINGS**
Assumed.



EXISTING RIGHT-OF-WAY
CO. RD. 7 - 40' WIDE
ROAD RECORD
VOLUME 1, PAGE 334
PROPOSED RIGHT-OF-WAY - 60'

ORIGINAL 40.389 Ac.
D. B. 678, P.O. 307

8/28/99 Drive permits must be issued by
the County Engineer prior to any curb
cuts onto Co. Rd. 7. Tract 4 must access
Co. Rd. 7 via easement provided through Tract 5.
all other road access for Tract 4 is prohibited.



I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING
STATE CAPTION AND THAT SAID SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF, EXCEPT WHERE RESTRICTIONS AND RIGHTS-OF-WAY, IF
ANY, ARE LOCATED THEREON.

FRANK CELLO, SURVEYOR
Registration No. 6412

MAY 20, 1999
Date

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining
streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent
a plat of title insurance is expressly modified by endorsement, if any, the Company does not insure
dimensions, distances, location of easements, surveys or other matters shown thereon.

00069036



Scioto Land Surveying Service

Vol 0008 pg 2037

Surveyors/Engineers

173 North Sandusky Street
Delaware, Ohio 43015

Phone (740) 369-7577
Phone (740) 548-7577
FAX (740) 362-7577

Frank Cello, P.S. 6612
Karan S. Coffman, P.S. 7845
Michael A. Fannin, P.E. 62745

July 26, 1999

Description of a 1.738 acre tract for
Dale and Evelyn Walters

TRACT 3

Situated in the Township of Troy, County of Delaware, State of Ohio, being part of Farm Lot 1 in Quarter-Township 2, Township 5, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at an Iron pipe found at the intersection of the centerlines of County Road 7 (Troy Road) and Township Road 192 (Hills Miller Road);

thence along the said centerline of Township Road 192 South 88° 00' 00" East 697.61 feet to a Mag Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

thence continuing along the said centerline of Township Road 192 South 88° 00' 00" East 150.00 feet to a Mag Nail set;

thence South 02° 00' 00" West 470.00 feet to an Iron bar set (passing an Iron bar set at 30.00 feet);

thence South 80° 28' 43" West 127.08 feet to an Iron bar set;

thence North 88° 00' 00" West 49.80 feet to an Iron bar set;

thence North 02° 00' 00" East 54.32 feet to an Iron bar set;

thence North 11° 38' 50" East 143.30 feet to an Iron bar set;

thence North 02° 00' 00" East 299.79 feet to the TRUE POINT OF BEGINNING (passing an Iron bar set at 269.79 feet);

containing 1.738 acres, being part of an original 49.474 acre tract as described in Deed Book 638, Page 357;

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

Surveyed by Frank Cello, Surveyor, Registration Number 6612 on April 17, 1999, revised July 14, 1999. Basis of bearings is assumed. All Iron bars set are set with a plastic cap marked "SLSS R5 6612".

APPROVED
FOR THE
DELAWARE COUNTY
PLANNING COMMISSION
7/28/99
[Signature]

APPROVED
Delaware County Regional
Planning Commission
No Plan Required

Frank Cello, Surveyor
Registration No. 6612



walters499

This Approval will expire on

8/1/99
[Signature]
99-1405



Scioto Land Surveying Service

173 North Sandusky Street
Delaware, Ohio 43015

Phone (740) 369-7577
Phone (740) 348-7577
FAX (740) 362-7577

Surveyors/Engineers

Frank Cello, P.S. 6612
Karen S. Coffman, P.S. 7845
Michael A. Fantin, P.B. 62745

April 21, 1999

Description of a 1.843 acre tract for
Dale and Evelyn Walters

TRACT 5

Situated in the Township of Troy, County of Delaware, State of Ohio, being part of Farm Lot 1 in Quarter-Township 2, Township 5, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at an iron pipe found at the intersection of the centerlines of County Road 7 (Troy Road) and Township Road 192 (Hills Millier Road);

thence along the said centerline of Township Road 192 South 88° 00' 00" East 907.61 feet to a Mag Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

thence continuing along the said centerline of Township Road 192 South 88° 00' 00" East 180.00 feet to a Mag Nail set;

thence South 02° 00' 00" West 446.00 feet to an iron bar set (passing an iron bar set at 30.00 feet);

thence North 88° 00' 00" West 180.00 feet to an iron bar set;

thence North 02° 00' 00" East 446.00 feet to the TRUE POINT OF BEGINNING (passing an iron bar set at 416.00 feet);

containing 1.843 acres, being part of an original 49.474 acre tract as described in Deed Book 638, Page 357;

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

Surveyed by Frank Cello, Surveyor, Registration Number 6612 on April 17, 1999. Basis of bearings is assumed. All iron bars set are set with a plastic cap marked "SLSS RS 6612".

APPROVED FOR TRACER
CHS SURVEYING
RECORDED BOOK 638
PAGE 357

DESCRIPTION FOR
SECTION 192
TOWNSHIP 5
RANGE 19

walters499

APPROVED
Delaware County Regional
Planning Commission
• No Plat Required •
This Approval will expire on
12/31/02
Signed *Paul L. Paul*
99-1415

Frank Cello, Surveyor
Registration No. 6612





Scioto Land Surveying Service

0008-1039

Surveyors/Engineers

173 North Sandusky Street
Delaware, Ohio 43015

Phone (740) 369-7377
Phone (740) 548-7577
FAX (740) 362-7377

Frank Cello, P.S. 6612
Karen S. Coffman, P.S. 7845
Michael A. Fanjin, P.R. 62745

June 5, 1999

Description of a 1.858 acre tract for
Dale and Evelyn Walters

TRACT 7

Situated in the Township of Troy, County of Delaware, State of Ohio, being part of Farm Lot 1 in Quarter-Township 2, Township 5, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at an iron pipe found at the intersection of the centerlines of County Road 7 (Troy Road) and Township Road 192 (Hills Miller Road);

thence along the said centerline of Township Road 192 South 88° 00' 00" East 1,147.61 feet to a Mag Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

thence continuing along the said centerline of Township Road 192 South 88° 00' 00" East 183.96 feet to a Mag Nail set;

thence South 02° 38' 38" West 446.03 feet to an iron bar set (passing an iron bar set at 30.00 feet);

thence North 88° 00' 00" West 178.95 feet to an iron bar set;

thence North 02° 00' 00" East 446.00 feet to the TRUE POINT OF BEGINNING (passing an iron bar set at 416.00 feet);

containing 1.858 acres, being part of an original 49.474 acre tract as described in Deed Book 638, Page 357;

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

Surveyed by Frank Cello, Surveyor, Registration Number 6612 on April 17, 1999. Basis of bearings is assumed. All iron bars set are set with a plastic cap marked "SLSS RS 6612".

APPROVED
Delaware County Regional
Planning Commission
No Fee Required

Frank Cello, Surveyor
Registration No. 6612

walters499

The Approval will expire on

6/5/12. *Paul A. Cello*
99-1423



PL 0008-03040



Scioto Land Surveying Service, Inc.
173 NORTH SANDVAY STREET DELAWARE, OHIO 43015 319-7577

**PLAT OF SURVEY FOR
DALE & EVELYN WALTERS
PART OF FARM LOT 1, QUARTER-TOWNSHIP 2,
TOWNSHIP 5, RANGE 19, U.S.M.L.
TROY TOWNSHIP, DELAWARE COUNTY, OHIO**

All lots indicated on this plat are located in "Plat Book 17",
per Community Plan No. 107-48-0000 dated April 21, 1993.
Prior to preparation of this plat, the owner of the land surveyed
Department to determine that the proposed plat survey
features location is consistent with or compatible with the
owner's desired use plan.

Notice is hereby given to any holder of the title indicated upon
this plat, that in the event the Delaware County Regional Planning
Commission, and the Board of Supervisors are not satisfied with the
for the development of said lot during the first three months
having had hearings, and having no action.

BE ADVISED: A sub-surface drainage system may exist on this
site. The system and/or depth of the system on this property must
be indicated at all times.

APPROVED
Troy Township
Zoning Inspector
[Signature]
Inspector
Date 7-28-99

REGIONAL PLANNING

APPROVED
Delaware County Regional
Planning Commission
• No Plat Required •
This Approval will expire on
11/19/99
Signed: *[Signature]*
99-1405 99-1425
99-1415

REMARKS
PLAT - 10' FROM CENTERLINE
BOX - 15'
SEAM - 50' (SEE ADJACENT PLAT)



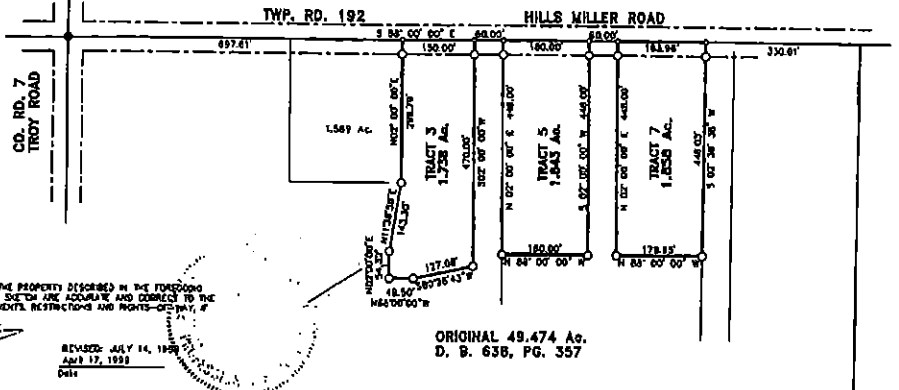
- LEGEND**
- Iron Pipe Found
 - May Half Set
 - Iron Bar Set with a plastic cap marked "LESS AS 1812"

RECORDS USED
Deeds as shown
BASES OF BEARINGS
Assumed

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING
FILE CAPTION AND THAT SAID SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF, EXCEPTING RESTRICTIONS AND RIGHTS-OF-WAY, IF
ANY, NOT LOCATED UNLESS NOTED.

THOMAS O. SWEET
Registration No. 1882

REVISED: JULY 14, 1999
April 17, 1999
Date



ORIGINAL 49.474 AC.
D. B. 638, PG. 357

NOT TO SCALE. THIS PLAT IS BASED UPON THE SURVEY OF THE LAND DESCRIBED IN THE PLAT BOOK 17, PER COMMUNITY PLAN NO. 107-48-0000 DATED APRIL 21, 1993. THE SURVEY OF THE LAND DESCRIBED IN THE PLAT BOOK 17, PER COMMUNITY PLAN NO. 107-48-0000 DATED APRIL 21, 1993, IS THE BASIS FOR THIS SURVEY. THE SURVEY OF THE LAND DESCRIBED IN THE PLAT BOOK 17, PER COMMUNITY PLAN NO. 107-48-0000 DATED APRIL 21, 1993, IS THE BASIS FOR THIS SURVEY. THE SURVEY OF THE LAND DESCRIBED IN THE PLAT BOOK 17, PER COMMUNITY PLAN NO. 107-48-0000 DATED APRIL 21, 1993, IS THE BASIS FOR THIS SURVEY.

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 10/3/2016 Transfer Tax Paid \$40
TRANSFERRED OR TRANSFERRED BY 124
Delaware County Auditor By 124

Doc ID: 011243000003 Type: OFF
Kind: DEED
Recorded: 10/03/2016 at 11:23:22 AM
Fee Amt: \$18.00 Page 1 of 3
Workfile# 0000127638-0002
Delaware County, OH
Melissa Jordan County Recorder
File# 2016-00000082
BK 1456 PG 284-286
SHADE & SHADE BOX

GENERAL WARRANTY DEED
(Statutory Form, Sections 5302.05 - .06, Ohio Revised Code)

Sugar Valley Properties LLC, an Ohio Limited Liability Company, for valuable consideration paid, grants with general warranty covenants, to Sugar Valley Properties LLC, an Ohio Limited Liability Company, the following-described real estate:

See Exhibit A attached hereto.

Split from Parcel No.: 519-200-01-095-007
Property address: 2547 Troy Road, Delaware, Ohio 43015
Tax-billing address: 2648 Troy Road, Delaware, Ohio 43015

This deed is executed by the Grantor and accepted by the Grantee subject to all legal highways, and subject to and with all restrictions, easements, conditions, limitations, and reservations of record, zoning restrictions which have been imposed thereon, and except for taxes and assessments.

For prior instrument reference, see O.R. Vol. 1267, Page 2416, Recorder's Office, Delaware County, Ohio.

The Grantor has executed this instrument this 14th day of July, 2016.

Sugar Valley Properties LLC
by: William D. Walters
William D. Walters, Manager

STATE OF OHIO
COUNTY OF DELAWARE, ss.

On this 14th day of July, 2016, before me, a notary public in and for said County and State, appeared William D. Walters, Manager of Sugar Valley Properties LLC, Grantor in the foregoing deed and acknowledged that he did examine and read the same and did sign the foregoing instrument, and that the same is his free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year aforesaid.



DAVID C. SHADE, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
Section 147.03 R.C.

David C. Shade
NOTARY PUBLIC

This instrument was prepared by Shade and Shade, Attorneys at Law, 41 North Sandusky Street, Suite 410, P.O. Box 438, Delaware, Ohio 43015-0438.

V:\CARLA-D\REAL\Walters\Sugar Valley deed for lot split.doc



SCIOTO LAND SURVEYING SERVICE, INC.

173 North Sandusky Street

Delaware, Ohio 43015

740.389.7677

karen@scioto Landsurveying.com

EXHIBIT A

Description of a 3.021 acre tract for
Sugar Valley Properties LLC

April 25, 2016

Situated in the Township of Troy, County of Delaware, State of Ohio, being part of Farm Lot 7 in Quarter-Township 2, Township 5, Range 19 of the United States Military Lands, being part of an original 5.188 acre tract (Tract 3) conveyed to Sugar Valley Properties LLC in Official Records Volume 1267, Page 2416 and being more particularly described as follows:

COMMENCING at a nail found at the northeast corner of Farm Lot 7, being in the centerline of County Road 7 (Troy Road);

thence along the said centerline of County Road 7, also being the east line of Farm Lot 7, **South 01° 38' 50" West 1068.93 feet** to a nail found, being the southeast corner of a 1.901 acre tract (Tract 5) conveyed to Evelyn M. Walters, Trustee in Official Records Volume 8, Page 2062;

thence along a south line of the said 1.901 acre tract **North 88° 22' 05" West 49.63 feet** to a 5/8" iron bar found (SLSS), being the **TRUE POINT OF BEGINNING** of the following described tract;

thence **North 84° 10' 49" West 95.20 feet** to an iron bar set;

thence **North 88° 21' 10" West 207.36 feet** to an iron bar set;

thence **South 53° 24' 39" West 66.91 feet** to an iron bar set;

thence **North 86° 06' 58" West 135.11 feet** to an iron bar set;

thence **South 01° 38' 50" West 151.79 feet** to an iron bar set, being on a north line of a 6.255 acre tract conveyed to Evelyn M. Walters, Trustee in Official Records Volume 8, Page 2062 and Sugar Valley Properties LLC in Official Records Volume 1267, Page 2416;

thence along the said north line of the 6.255 acre tract **North 88° 21' 10" West 251.43 feet** to 5/8" iron bar found (SLSS);

thence along an east line of the said 6.255 acre tract **North 01° 38' 50" East 300.00 feet** to an iron bar set;

thence along a south line of the said 6.255 acre tract, and along a south line of the aforesaid 1.901 acre tract **South 88° 21' 10" East 650.59 feet** to a 5/8" iron bar found (SLSS);

thence along a south line of the said 1.901 acre tract **South 35° 40' 54" East 149.65 feet** to the **TRUE POINT OF BEGINNING**;

containing **3.021 acres, more or less**;

subject to all easements, restrictions, and rights-of-way, if any, of record;

The herein described 3.021 acre tract shall not constitute an independent building site separate from the grantees' adjacent parcel unless approved as such in accordance with applicable subdivision regulations.

Surveyed by Karen S. Coffman, Surveyor, Registration Number 7845 on April 25, 2016. Basis of bearings is the centerline of County Road 7 (S01°38'50"W) per Official Records Volume 1267, Page 2416. All iron bars set 5/8" in diameter and are set with a plastic cap marked "SLSS PS 7845".

Approved
Delaware County
Regional Planning Commission
Transfer to Adjutant

Record By Survey 1, 2017
RPC # 16-46-7
[Signature]

Karen Coffman, Surveyor
Registration No. 7845



DESCRIPTION FOR CLOSING ONLY
RPC Approval Required
Municipal Approval Required
Delaware County Engineer
6-21-16

DESCRIPTION APPROVED
FOR TRANSFER
Chris Bauserman
Delaware County Engineer



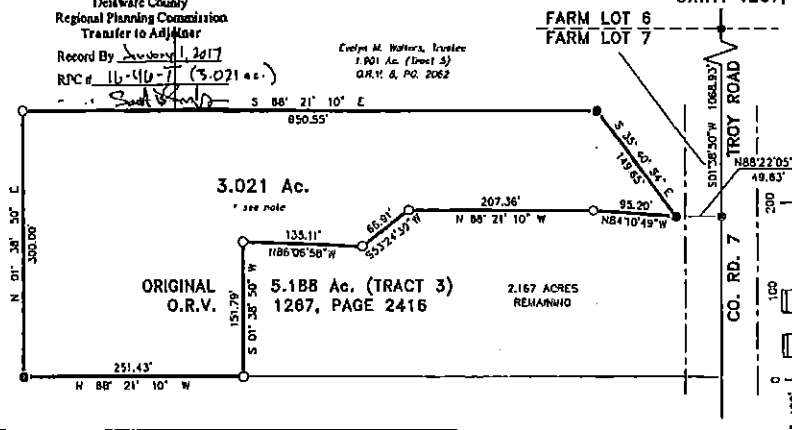
PLAT OF SURVEY FOR
SUGAR VALLEY PROPERTIES LLC
 PART OF FARM LOT 7, QUARTER-TOWNSHIP 2,
 TOWNSHIP 5, RANGE 19, U.S.M.L.,
 TROY TOWNSHIP, DELAWARE COUNTY, OHIO
ORIGINAL 5.188 Ac. (TRACT 3)
O.R.V. 1267, PAGE 2416

Approved
 Delaware County
 Regional Planning Commission
 Transfer to Adj. Master

Record By Survey 1, 2017
 RPC # 16-417-3 (2.167 ac.)

Ensign M. Waters, Incisor
 1.901 Ac. (Tract 3)
 O.R.V. 8, PG. 2062

Ensign M. Waters, Incisor
 0.203 Ac. O.R.V. 8, PG. 2062 &
 Sugar Valley Properties LLC
 5.200 Ac. O.R.V. 1267, PG. 2416



Approved
 Delaware County
 Regional Planning Commission
 No Plat Required

Record By Survey 1, 2017
 RPC # 16-417-3 (2.167 ac.)
 Signed Ensign M. Waters

LEGEND
 ● Not Found
 ● 5/8" Iron Bar Found (S.L.S.S.)
 ○ 5/8" Iron Bar Set with a plastic cap marked "S.L.S.S. PS 7845"

RECORDS USED
 Deeds as shown.

DATE OF BEARINGS
 Centerline of Troy Road
 per O.R.V. 1267, PG. 2416
 (S 01° 38' 50" W)

NOTE

THE HEREIN DESCRIBED 3.021 ACRES SHALL
 NOT CONSTITUTE AN INDEPENDENT BUILDING SITE
 SEPARATE FROM THE GRANTEES' ADJACENT PARCEL
 UNLESS APPROVED AS SUCH IN ACCORDANCE WITH
 APPLICABLE SUBDIVISION REGULATIONS

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING
 TITLE CAPTION AND THAT SAID SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE
 BEST OF MY KNOWLEDGE AND BELIEF. ROAD RIGHT-OF-WAY IS ASSUMED AND SHOWN FOR
 ILLUSTRATIVE PURPOSES ONLY UNLESS OTHERWISE NOTED. EASEMENTS, RESTRICTIONS AND
 RIGHT-OF-WAY, IF ANY, NOT LOCATED UNLESS NOTED.

A policy of title insurance is expressly modified by endorsement, if any, the Commission's COFFMAN, SURVEYOR
 dimensions, distances, location of easements, survey or other matters shown on this plat.

APRIL 25, 2016
 DATE OF SURVEY

