

*Cover page for:*

# **Preliminary Title Insurance Schedules (with copies of recorded exceptions)**

*Preliminary title insurance schedules prepared by:*

## **Chicago Title Insurance Company**

**(File Number: 38200345)**

**Note:** The tract numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the auction purchase documents, the auction tracts are identified by the tract numbers used in the auction brochure and the Auction Tract Map included as Exhibit A in the Bidder Packets. The tract numberings are cross-referenced in the tables below.

<b>Auction Tract #</b>	<b>Title Co. Tract #</b>
1	II, VI, III
2	I, III
3	III
4	I, III
5	III
6	III
7	III, IV, V, VII, VIII, IX

<b>Title Co. Tract #</b>	<b>Auction Tract #</b>
I	2, 4
II	1
III	1 – 7
IV	7
V	7
VI	1
VII	7
VIII	7
IX	7

*For October 1, 2020 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Christian Statler Smart Heirs LLC**

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE  
INSURANCE COMPANY

Commitment Number:

38200345

## 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 EXTRACTIONAL 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 Florida 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 Policy Amount and the name of the Proposed Insured.

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

**Chicago Title Insurance Company**

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent

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**Transaction Identification Data for reference only:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (NOT TITLE ONLY):
Title Officer: Rebecca Mishner Chicago Title Insurance Company 1 S. Main St., Suite 250 Dayton, OH 45402 Phone: 5138262312 Main Phone: (937) 223-8378 Email: rebecca.mishner@ctt.com	Chicago Title Insurance Company 1 S. Main St., Suite 250 Dayton, OH 45402 Main Phone: (937)223-8378 Main Fax: (937)223-7866

**Order Number: 38200345****Project Name:****SCHEDULE A**

1. Commitment Date: June 16, 2020 at 07:59 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006 - OH (12/01/2015)  
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
 Proposed Policy Amount: \$100,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
 Fee Simple
4. The Title is, at the Commitment Date, vested in:  
 Christian Statler Smart Heirs LLC, an Ohio limited liability company, acquired by deed of record in [Official Records Volume 20, Page 279](#), Recorder's Office, Miami County, Ohio.
5. The Land is described as follows:  
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): C06-032810, C06-032820, C06-032830, M40-012700, M40-012710, M40-012800, M40-012810, M40-012820, M40-012830, M40-012840, M40-042600 and M40-042610**

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**Tract I**

Situated in the Southeast Quarter of Section 30, Town 6N, Range 6E, the Northeast Quarter of Section 31, Town 6N, Range 6E, Fractional Section 32, Town 6N, Range 6E, and Fractional Section 29, Town 6N, Range 6E, Washington Township, Miami County, Ohio, being a part of the land in the Trusteeship of Neil S. Statler, Jean S. Beachler, and Amy S. Gilfillen as recorded in Deed Book 364, Pages 521 through 525 and being more particularly described as follows:

Commencing at a 5/8" iron pin found at the southwest corner of the southeast quarter of said Section 30, said iron pin, marking the true point of beginning of the tract herein described;

Thence North 01 deg. 56' 04" East, 1396.35 feet, with the east line of the southwest quarter of Section 30, to a 5/8" iron pin set, referencing a 5/8" iron pin found, North 86 deg. 09' 52" East, 16.51 feet;

Thence North 88 deg. 31' 52" East, 2287.31 feet, with the south line of Part Inlot #8463 owned by JEB LTD as recorded in Deed Book 691, Page 432, to a stone found, referencing a 5/8" iron pin found, South 88 deg. 26' 47" West, 6.62 feet;

Thence North 88 deg. 26' 52" East with said south line of Part Inlot #8463, 1380.72 feet to a 5/8" iron pin found in the south line of Inlot 8474 and being in the centerline of the former B & O Railroad, owned by Dayton Power and Light as recorded in Deed Book 676, Page 32, passing for reference at 552.59 feet, a 5/8" iron pin set in the east line of aforesaid southeast quarter of Section 30;

Thence North 88 deg. 33' 33" East, with said south line of said Dayton Power and Light Tract (Inlot 8474) and the south line of Lot 8470 as owned by W & M Stewart as recorded in Deed Book 732, Page 307, 241.34 feet to a mag nail set in the west line of a 8.637 acre tract of land acquired by the Miami County Board of Commissioners, as recorded in Deed Book 437, Page 241;

Thence with the west line of said 8.637 acre tract the following 3 courses;

1. South 10 deg. 40' 57" East, 312.81 feet to a Mag Nail set;
2. South 12 deg. 53' 33" East, 374.54 feet to a Mag Nail set;
3. South 11 deg. 43' 02" East, 472.85 feet to an iron pin set;

Thence with a 1.050 acre tract of land acquired by the Miami County Board of Commissioners as recorded in Deed Book 549, Page 860 the following 3 courses:

1. North 29 deg. 07' 59" West, 200.30 feet, to a 5/8" iron pin set;
2. South 23 deg. 51' 42" East, 468.59 feet, to a 5/8" iron pin set,

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## EXHIBIT "A"

### Legal Description

3. Thence along a curve to the left, having a Delta Angle of 01 deg. 26' 54", Radius of 5704.65 feet, Arc Length of 144.20, and a Chord Bearing South 26 deg. 03' 27" East for 144.20 feet, to a 5/8" iron pin set in the north line of a tract of land known as Statler Farm #2;

Thence South 78 deg. 19' 47" West, 1456.41 feet with the north line of said Statler Farm #2, to a 5/8" iron pin found, in the west line of Fractional Section 32 and the northeast corner of a tract of land owned by K. Schaurer as recorded in Deed Book 642, Page 568 and Deed Book 669, Page 421;

Thence North 89 deg. 19' 55" West, 2904.84 feet with the north line of said K. Schaurer lands, to a 5/8" iron pin set in the east line of the northwest quarter of Section 31;

Thence North 03 deg. 29' 38" West, with said east line of the northwest quarter of Section 31, 282.20 feet to the true point of beginning, containing 161.466 acres, more or less, of which 19.138 acres lie in Section 31, 95.423 acres lie in Section 30, 41.714 lie in Fractional Section 29 and 5.191 acres lie in fractional Section 32 of Washington Township.

Bearings based on are assumed. The above Deed Book references are recorded in Miami County records. Capped iron pins set are 5/8" x 30" rebar with plastic caps stamped "FBA".

The above description was prepared by Floyd Browne Associates, Inc. Christopher S. Harmon, Registered Surveyor #7988 from a survey performed on October, 2002-June, 2003 and recorded in Land Survey Volume 48, Page 86, Miami County Engineer's Survey Records.

### **Tract II**

Situated in Fractional Section 29, Town 6N, Range 6E, and Fractional Section 32, Town 6N, Range 6E, Washington Township, Miami County, Ohio, being a part of the lands in the Trusteeship of Neil S. Statler, Jean S. Beachler, and Amy S. Gilfillen as recorded in Deed Book 364, Pages 521 through 525 and being more particularly described as follows:

Commencing for reference at a 5/8" iron pin set, at the southeast corner of the southeast quarter of Section 30;

Thence North 01 deg. 12' 46" West, 1493.78 feet, with the east line of said Section 30, to an iron pin set in the south line of Part Inlot #8463 owned by JEB LTD. As recorded in Deed Book 691, Page 432;

Thence North 88 deg. 26' 52" East, 828.13 feet, with the south One of said Part Inlot 8463, to an iron pin found in the south line of Inlot 8474 and being in the centerline of a tract of the former B. & O. Railroad owned by the Dayton Power and Light Co. as recorded in Deed Book 676, Page 32;

Thence North 88 deg. 33' 33" East, 342.03 feet to an iron pin found in the east line of a 4.774 acre tract of land owned by Miami Conservancy District, as recorded in Deed Book 435, Page 269, said iron pin marking the True Point of Beginning of the tract herein described;

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### Legal Description

Thence North 88 deg. 33' 33" East, 13.43 feet, to a 5/8" iron pin set, at the nominal high water mark of the Great Miami River;

Thence with the nominal high water mark of the Great Miami River the following 5 courses;

1. South 13 deg. 03' 59" East, 735.15 feet, to a point;
2. South 10 deg. 25' 55" East, 229.11 feet, to a point;
3. South 17 deg. 05' 46" East, 265.86 feet, to a point;
4. South 22 deg. 40' 45" East, 300.81 feet to a point;
5. South 29 deg. 18' 18" East, 23.61 feet, to a point;

Thence South 78 deg. 19' 47" West, 12.25 feet, with the north line of a tract of land known as Statler Farm #2 to a point, in the east line of a 2.494 acre tract, owned by the Miami County Board of Commissioners, as recorded in Deed Book 524, Page 897;

Thence with the east line of said 2.494 acre tract, and the east line of a 4.774 acre tract owned by the Miami Conservancy District as recorded in Deed Book 435, Page 269, the following 5 courses;

1. North 29 deg. 35' 26" West, 141.66 feet, to a 5/8" iron pin set;
2. North 22 deg. 35' 07" West, 263.97 feet, to a 5/8" iron pin set;
3. North 11 deg. 25' 10" West, 482.95 feet, to a 5/8" iron pin set;
4. North 14 deg. 15' 45" West, 377.03 feet, to a 5/8" iron pin set;
5. North 10 deg. 43' 50" West, 295.29 feet to the true point of beginning, containing 0.760 acre, more or less, of which 0.7597 acres lie in Fractional Section 29 and 0.0003 acres lie in Fractional Section 32, Washington Township. Bearings used within are assumed. The above Deed Book references are recorded in Miami County records. Capped iron pins set are 5/8" x 30" rebar with plastic caps stamped "FBA".

The above description was prepared by Floyd Browne Associates, Inc., Christopher S. Harmon, Registered Surveyor #7988 from a survey performed on October, 2002-June, 2003 and recorded in Land Survey Volume 48, Page 86, Miami County Engineer's Survey Records.

### Tract III

Situated in the Fractional Section 32, Town 6N, Range 6E Washington Twp., Miami County, Ohio being a part of the lands in the Trusteeship of Neil S. Statler, Jean S. Beachler and Amy S. Gilfillen as recorded in Deed Book 364, Page 521 through 525 and being more particularly described as follows:

Commencing for reference at a 5/8" iron pin set at the northwest corner of said Fractional Section 32;

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## EXHIBIT "A"

### Legal Description

Thence South 00 deg. 48' 52" East, 291.29 feet with the east line of Section 31, to an iron pin found at the northeast corner of a tract of land owned by K. Schaurer as recorded in Deed Book 642, Page 568 and Deed Book 669, Page 421, said iron pin marking the true point of beginning of the herein described;

Thence North 78 deg. 19' 47" East, 1456.41 feet, with the south line of a tract of land known as Statler Farm #1, to an iron pin set;

Thence with the west line of a 1.050 acre tract of land owned by Miami County Board of Commissioners, as recorded in Deed Book 549, Page 860, the following 5 courses;

1. Along a curve to the left having Delta Angle 03 deg. 04' 27", Radius of 5704.65 feet, Arc Length 306.08, and a Chord Bearing South 28 deg. 19' 07" East for 306.04 feet to an iron pin set;
2. South 29 deg. 50' 55" East, 629.37 feet to an iron pin set;
3. Along a curve to the right having a Delta Angle of 04 deg. 29' 02", Radius of 3844.83 feet, Arc Length of 300.89, and a Chord Bearing South 27 deg. 36' 46" East for 300.81 feet to an iron pin set;
4. South 27 deg. 41' 14" East, 157.48 feet to an iron pin set;
5. Along a curve to the left having a Delta Angle of 03 deg. 27' 43", Radius of 9579.30 feet, Arc Length of 578.80 and a Chord Bearing North 25 deg. 13' 03" West for 578.72 feet to an iron pin set;

Thence South 29 deg. 54' 11" East, 848.22 feet, with the west line of a 8.637 acre tract of land owned by Miami County Board of Commissioners, as recorded in Deed Book 437, Page 241, to a point;

Thence South 22 deg. 19' 50" East, 131.78 feet, with the west line of a 1.200 acre tract owned by Miami County Board of Commissioners as recorded in Deed Book 524, Page 895;

Thence South 04 deg. 46' 00" East, 270.00 feet, with said 1.200 acre tract to an iron pin set;

Thence South 70 deg. 35' 37" West, 10.18 feet to an iron pin set, in the east right-of-way line of the former B & O Railroad owned by the Dayton Power and Light Company as recorded in Deed Book 676, Page 32;

Thence with the east line of the former B & O Railroad, along a curve to the left having a Delta Angle of 01 deg. 19' 50", Radius of 9579.30 feet, Arc Length 222.46, and a Chord Bearing North 20 deg. 15' 14" West for 222.45 feet to an iron pin set, in the south line of a 0.120 acre tract of land owned by the Miami County Board of Commissioners as recorded in Deed Book 549, Page 860;

Thence North 20 deg. 44' 19" East, with the south line of said 0.120 acre tract, 44.85 feet to an iron pin set;

Thence North 20 deg. 34' 43" West, with the east line of said 0.120 acre tract, 158.35 feet to an iron pin set;

Thence South 60 deg. 46' 22" West, 93.40 feet to an iron pin set;

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## EXHIBIT "A"

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Thence with the west line of the former B & O Railroad, along a curve to the right having a Delta Angle 02 deg. 00' 32", Radius of 9519.30 feet, Arc Length 333.76, and a Chord Bearing South 20 deg. 59' 18" East 333.75 feet, to an iron pin set in the east line of a tract of land owned by Miami County Commissioners as recorded in Deed Book 172, Page 636;

Thence with said Miami County Commissioners tract the following 5 courses;

1. North 67 deg. 08' 38" West, 90.06 feet to a point, witness a concrete monument at North 43 deg. 04' 42" West, 1.26 feet;
2. Along a curve to the right having a Delta Angle 32 deg. 18' 59", Radius of 488.12 feet, Arc Length 275.31, and a Chord Bearing North 50 deg. 59' 09" West for 271.68 feet, to a Mag Nail set in the south right-of-way line of Farrington Road;
3. South 62 deg. 35' 22" West, 60.45 feet to a Mag Nail set;
4. Along a curve to the left having a Delta Angle 33 deg. 07' 55", Radius of 548.12 feet, Arc Length 316.96 and a Chord Bearing South 50 deg. 34' 40" East for 312.56 feet to an iron pin set in the west line of a 0.670 acre tract of land owned by B & C Pellman as recorded in Deed Book 574, Page 13;

Thence with said 0.670 acre tract the following 3 courses;

1. South 13 deg. 23' 30" East, 185.09 feet to an iron pin set;
2. South 34 deg. 32' 00" East, 220.29 feet to an iron pin found;
3. North 55 deg. 26' 03" East, 33.03 feet, to an iron pin found in the west right-of-way line of said former B & O Railroad;

Thence along a curve to the right, having a Delta Angle of 04 deg. 27' 21", Radius of 9519.30 feet, Arc Length of 740.31, and a Chord Bearing South 15 deg. 20' 19" East for 740.12 feet, with the west line of said former B & O Railroad to an iron pin set;

Thence South 13 deg. 06' 38" East, 766.30 feet, with the west right-of-way line of said former B & O Railroad to a 5/8" iron pin set;

Thence South 89 deg. 07' 26" West, 503.89 feet, with the north line of a tract of land known as Statler Farm #3 to a 5/8" iron pin set;

Thence South 88 deg. 52' 22" West, 2204.37 feet, with the north line of said Statler Farm #3 to a P.K. Nail found, in the centerline of Experiment Farm Road, and the east section line of Section 31;

Thence North 00 deg. 51' 46" West, 1017.29 feet, with the centerline of Experiment Farm Road and the east Section line of Section 31, to a mag nail set;

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## EXHIBIT "A"

### Legal Description

Thence North 00 deg. 48' 52" West, 2365.71 feet, with the east section line of section 31, to the true point of beginning, passing for reference at 495.56 feet a monument box found in the centerline of Experiment Farm Road and Farrington Road, also passing for reference at 526.26 feet a 5/8" iron pin set, containing 179.289 acres, more or less. Bearings used within are assumed. The above Deed Book references are recorded in Miami County records. Capped iron pins set are 5/8" x 30" rebar with plastic caps stamped "FBA".

The above description was prepared by Floyd Browne Associates, Inc., Christopher S. Harmon, Registered Surveyor #7983 from a survey performed on October, 2002-June, 2003 and recorded in Plat Volume 48, Page 86 of the records of Miami County, Ohio.

#### **Tract IV**

Situated in Fractional Section 32, Town 6N, Range 6E, Washington Twp, Miami County, Ohio, being a part of the lands in the Trusteeship of Neil S. Statler, Jean S. Beachler and Amy S. Gilfillen as recorded in Deed Book 364, Pages 521 through 525, and being more particularly described as follows:

Commencing for reference at a Mag nail set, at the southwest corner of said Fractional Section 32 and being in the centerline of Experiment Farm Road;

Thence North 00 deg. 51' 46" West, 1620.65 feet, to a P.K. Nail found, in the north line of a 62.024 acre tract of land owned by Neal Farms, Inc. as recorded in Deed Book 648, Page 498;

Thence North 88 deg. 52' 22" East, 2204.37, with the north line of said 62.024 acre tract and the north line of a tract of land known as Statler Farm #3, to a 5/8" iron pin set;

Thence North 89 deg. 07' 26" East, 565.28 feet, to a 5/8" iron pin set, in the east right-of-way line of the former B & O Railroad, owned by the Dayton Power and Light Company, as recorded in Deed Book 676, Page 32, said iron pin marking the true point of beginning of the tract herein described;

Thence North 13 deg. 06' 38" West, 779.31 feet, with the east line of said former B & O Railroad, to a 5/8" iron pin set;

Thence along a curve to the left, having a Delta Angle of 02 deg. 09' 02", Radius of 9579.30 feet, Arc Length of 359.55, and a Chord Bearing North 14 deg. 11' 09" West for 359.53 feet, with the east line of said former B & O Railroad to a 12" concrete post found, in the south line of a tract of land owned by J. Stewart as recorded in Deed Book 569, Page 558;

Thence North 86 deg. 45' 56" East, 266.72 feet with the south line of said Stewart tract, to a 5/8" iron pin set in the west line of a 2.399 acre tract of land owned by the State of Ohio as recorded in Deed Book 551, Page 402, and being in the west limited access right-of-way line of I-75;

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## EXHIBIT "A"

### Legal Description

Thence with the west line of said 2.399 acre tract the following 4 courses;

1. South 30 deg. 35' 06" East, 415.24 feet to a 5/8" iron pin set;
2. South 19 deg. 27' 05" East, 188.89 feet, to a 5/8" iron pin set;
3. South 17 deg. 57' 38" West, 489.99 feet to a 5/8" iron pin set;
4. South 01 deg. 21' 51" East, 119.01 feet, to a 5/8" iron pin set in the north line of said Statler Farm #3;

Thence South 89 deg. 07' 26" West, 127.35 feet with the north line of said Statler Farm #3 to the True Point of Beginning, containing 7.707 acres, more or less. Bearings used within are assumed. The above Deed Book references are recorded in Miami County records. Capped iron pins set are 5/8" x 30" rebar with plastic caps stamped "FBA".

The above description was prepared by Floyd Browne Associates, Inc. Christopher S. Harmon, Registered Surveyor #7988 from a survey performed on October, 2002-June, 2003 and recorded in Land Survey Volume 48, Page 86, Miami County Engineer's Survey Records, Ohio.

#### **Tract V**

Situated in Fractional Section 32, Town 6N, Range 6E, Washington Twp, Miami County, Ohio, being a part of the lands in the Trusteeship of Neil S. Statler, Jean S. Beachler and Amy S. Gilfillen as recorded in Deed Book 364, Pages 521 through 525 and being more particularly described as follows:

Commencing for reference at a Mag Nail set at the southwest corner of said Fractional Section 32 and being in the centerline of Experiment Farm Road;

Thence North 00 deg. 51' 46" West, 1620.65 feet to a P.K. Nail found in the north line of a 62.024 acre tract of land owned by Neal Farms Inc., as recorded in Deed Book 648, Page 498;

Thence North 88 deg. 52' 22" East, 2204.37, with the north line of said 62.024 acre tract and the north line of a tract of land known as Statler Farm #3 to a 5/8" iron pin set;

Thence North 89 deg. 07' 26" East, 722.01 feet, to a point, in the east line of a 2.399 acre tract of land owned by the State of Ohio, as recorded in Deed Book 551, Page 402, said point marking the True Point of Beginning of the tract herein described;

Thence with the east line of said 2.399 acre tract the following 6 courses:

1. North 04 deg. 34' 47" West, 110.14 feet, to a point;
2. North 17 deg. 50' 12" East, 499.31 feet, to a point;
3. North 17 deg. 03' 08" West, 195.91 feet, to a point;
4. North 29 deg. 09' 47" West, 322.32 feet, to a point;
5. North 50 deg. 37' 33" East, 64.61 feet, to a point;
6. North 39 deg. 35' 35" West, 40.88 feet, to a point;

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## EXHIBIT "A"

### Legal Description

Thence North 86 deg. 45' 56" East, 16.82 feet, to a point on the west line of a 10.09 acre tract of land owned by the Ohio Department of Transportation as recorded in Deed Book 543, Page 282;

Thence with the west line of said 10.09 acre tract the following 3 courses:

1. South 37 deg. 47' 16" East, 246.05 feet, to a point;
2. South 29 deg. 10' 39" East, 575.85 feet, to a point;
3. South 23 deg. 12' 45" East, 458.26 feet, to a point, in the north line of said Statler Farm #3;

Thence South 89 deg. 07' 26" West, 582.50 feet, with the north line of said Statler Farm #3, to the true point of beginning, containing 6.831 acres more or less. The above Deed Book references are recorded in Miami County records. Capped iron pins set are 5/8" x 30" rebar with plastic caps stamped "FBA".

The above description was prepared by Floyd Browne Associates, Inc., Christopher S. Harmon, Registered Surveyor #7988 from a survey performed on October, 2002-June, 2003 and recorded in Land Survey Volume 48, Page 86, Miami County Engineer's Survey Records.

### **Tract VI**

Situated in Fractional Section 32, Town 6N, Range 6E Washington Two. Miami County Ohio, being a part of the lands in the Trusteeship of Neil S. Statler, Jean S. Beachler and Amy S. Gilfillen as recorded in Deed Book 364, Pages 521 through 525, and being more particularly described as follows:

Commencing for reference at a 5/8" iron pin set, at the southwest corner of fractional Section 29;

Thence South 00 deg. 48' 52" East, 291.29 feet, with the east section line of the northeast quarter of Section 31, to an iron pin found at the northeast corner of a tract of land owned by K. Schaurer as recorded in Deed Book 642, Page 568 and Deed Book 669, Page 421 and in the south line of a tract of land known as Statler Farm #1;

Thence North 78 deg. 19' 47" East, 1581.50 feet, to a 5/8" iron pin set in the east line of a 2.494 acre tract of land owned by the Miami County Board of Commissioners as recorded in Deed Book 524, Page 897, said iron pin marking the true point of beginning of the tract herein described;

Thence North 78 deg. 19' 47" East, 12.25 feet, to the nominal high water mark of the Great Miami River;

Thence with the nominal high water mark of the Great Miami River the following 11 courses:

1. South 29 deg. 18' 18" East, 147.85 feet to a point;
2. South 33 deg. 32' 37" East, 223.81 feet to a point;
3. South 30 deg. 50' 08" East, 269.87 feet to a point;
4. South 25 deg. 17' 44" East, 65.54 feet to a point;

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## EXHIBIT "A"

### Legal Description

5. South 36 deg. 56' 40" East, 102.29 feet to a point;
6. South 17 deg. 50' 02" East, 106.55 feet to a point;
7. South 31 deg. 08' 50" East, 113.39 feet to a point;
8. South 28 deg. 41' 58" East, 74.69 feet to a point;
9. South 37 deg. 23' 41" East, 85.17 feet to a point;
10. South 25 deg. 13' 22" East 211.30 feet to a point;
11. South 29 deg. 33' 59" East 213.48 feet to a 5/8" iron pin set;

Thence along a curve to the left, having a Delta Angle of 02 deg. 11' 12", Radius of 428.37 feet, Arc Length of 16.35 and a Chord Bearing South 72 deg. 31' 59" West for 16.35 feet to a 5/8" iron pin set;

Thence North 29 deg. 35' 26" West, 1608.98 feet, with the east line of said 2.494 acre tract, to the true point of beginning, containing 0.845 acres, more or less. Bearings used within are based on the Centerline Survey Plat of I-75 as per Record Volume 12, Page 125B and dated April 1978. The above Deed Book references are recorded in Miami County records. Capped iron pins set are 5/8" x 30" rebar with plastic caps stamped "FBA".

The above description was prepared by Floyd Browne Associates, Inc., Christopher S. Harmon, Registered Surveyor #7988 from a survey performed on October, 2002-June 2003 and recorded in Land Survey Volume 48, Page 86, Miami County Engineer's Survey Records.

### Tract VII

Situated in Fractional Section 32 Town 6N Range 6E, Washington Township and Fractional Section 5 Town 5N Range 6E, Concord Twp, Miami County, Ohio, being a part of the lands in the Trusteeship of Neil S. Statler, Jean S. Beachler and Amy S. Gilfillan as recorded in Deed Book 364, Pages 521 through 525 and being more particularly described as follows:

Commencing for reference at a Mag nail set, at the northwest corner of said Fractional Section 5 and being in the centerline of Experiment Farm Road;

Thence North 88 deg. 47' 50" East, 1670.80 feet, with the north line of said Fractional Section 5, to a 5/8" iron pin set, in the east line of a 62.024 acre tract of land acquired by Neal Farms, Inc. as recorded in Deed Book 648, Page 498, said iron pin marking the true point of beginning of the tract herein described;

Thence North 01 deg. 00' 23" West, 1618.43 feet, with the east line of said 62.024 acre tract to a 12" concrete post in the south line of a tract of land known as Statler Farm #2;

Thence North 88 deg. 52' 22" East, 537.64 feet, with the south line of said Statler Farm #2 to an iron pin set;

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## EXHIBIT "A"

### Legal Description

Thence North 89 deg. 07' 26" East, 692.63 feet with the south line of said Statler Farm #2 to a 5/8" iron pin set in the west line of a 2.399 acre tract of land owned by the State of Ohio as recorded in Deed Book 551, Page 402 passing for reference at 503.89 feet and 565.28 feet, 5/8" iron pins set at the west and east right-of-way lines of the former B & O Railroad owned by the Dayton Power and Light Company as recorded in Deed Book 676, Page 32;

Thence South 01 deg. 21' 51" East, 42.55 feet with the west line of said 2.399 acre tract of land to a 5/8" iron pin set;

Thence South 14 deg. 33' 18" East 427.23 feet with the west line of said 2.399 acre tract of land to a 5/8" iron pin set;

Thence South 09 deg. 42' 40" West, 326.30 feet with the west line of said 2.399 acre tract of land to a 5/8" iron pin set, in the east right-of-way line of the former B & O Railroad;

Thence South 13 deg. 06' 38" East, 378.68 feet, with the east right-of-way line of the former B & O Railroad to a point in the centerline of I-75;

Thence South 20 deg. 26' 14" West, 108.57 feet with the centerline of I-75 to a point in the west right-of-way of the former B & O Railroad;

Thence North 13 deg. 06' 38" West 280.48 feet with the west right-of-way line of the former B & O Railroad to a 5/8" iron pin set in the west line of a 1.562 acre tract of land owned by the state of Ohio, as recorded in Deed Book 524, Page 558;

Thence South 20 deg. 26' 14" West, 1868.78 feet with the west line of said 1.562 acre tract said line also being the west limited access right-of-way line of I-75 as recorded in Deed Book 524, Page 558 to a 5/8" iron pin set;

Thence South 15 deg. 59' 07" West, 931.65 feet with the west line of said 1.562 acre tract and west right-of-way line of I-75 to a 5/8" iron pin set;

Thence South 12 deg. 30' 08" West, 202.25 feet, with the west right-of-way line of I-75 to an iron pin set;

Thence along a curve to the left, having a Delta Angle of 02 deg. 45' 39", Radius of 11569.14 feet, Arc Length of 557.47, and a Chord Bearing South 13 deg. 27' 21" West for 557.41 feet, to an iron pin found in the north line of a 12.874 acre tract of land in the trusteeship of S. Johnson & R. Hartman, as recorded in Deed Book 723, Page 652;

Thence South 89 deg. 18' 06" West, 332.54 feet with the north line of said 12.874 acre tract, to a point in the east line of a 102.77 acre tract of land in the trusteeship of S. Johnson and R. Hartman as recorded in Deed Book 723, Page 652, referencing at South 33 deg. 44' 10" West, 1.50 feet, a 5/8" iron pin set;

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## EXHIBIT "A"

### Legal Description

Thence North 04 deg. 06' 34" East, 525.45 feet, with the east line of said 102.77 acre tract to an iron pin found at the southeast corner of a 84.152 acre tract of land owned by Neal Farms Inc. as recorded in Deed Book 648, Page 498;

Thence North 03 deg. 46' 42" East, 1312.93 feet with the east line of said 84.152 acre tract to a point, referencing at South 87 deg. 58' or West, 7.63 feet an iron pin set;

Thence North 04 deg. 00' 52" East, 768.26 feet, with the east line of said 84.152 acre tract to an iron pin found;

Thence North 01 deg. 00' 23" West, 125.58 feet with the east line of an 84.152 acre tract to the true point of beginning, containing 84.370 acres, of which 38.660 acres lie in Section 5, Concord Township and 45.710 acres lie in Section 32 Washington Township. Bearings used within are assumed. The above Deed Book references are recorded in Miami County records. Capped iron pins set are 5/8"x 30" rebar with plastic caps stamped "FBA".

The above description was prepared by Floyd Browne Associates, Inc. Christopher S. Harmon, Registered Surveyor #7988 from a survey performed on October 2002-June 2003 and recorded in land Survey Volume 48, Page 86, Miami County Engineers Survey Records.

#### **Tract VIII**

Situated in Fractional Section 5 Town 5N Range 6E, Concord Twp, and Fractional Section 32 Town 6N Range 6E, Washington Twp, Miami County, Ohio, being a part of the lands in the Trusteeship of Neil S. Statler, Jean S. Beachler, and Amy S. Gilfillen as recorded in Deed Book 364, Pages 521 through 525, and being more particularly described as follows:

Commencing for reference at a Mag nail set at the northwest corner of said Fractional Section 5 and being in the centerline of Experiment Farm Road;

Thence North 88 deg. 47' 50" East, 2709.66 feet, with the north line of said Fractional Section 5, to a point, in the east line of a 1.562 acre tract of land owned by the State of Ohio, as recorded in Deed Book 524, Page 558, said point marking the true point of beginning of the tract herein described;

Thence North 16 deg. 09' 01" East, 283.73 feet with the east line of said 1.562 acre tract, to a point;

Thence North 20 deg. 26' 14" East, 366.52 feet, with the east line of said 1.562 acre tract to a point in the west right-of-way line of the former B & O Railroad;

Thence South 13 deg. 06' 38" East, 506.60 feet with the west right-of-way line of the former B & O Railroad, to a point in the west line of a 2.534 acre tract, owned by the State of Ohio as recorded in Deed Book 524, Page 555;

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## EXHIBIT "A"

### Legal Description

Thence with the west line of said 2.534 acre tract the following 9 courses:

1. South 20 deg. 26' 14" West 44.09 feet to a point;
2. South 26 deg. 08' 48" West 228.47 feet to a point;
3. South 26 deg. 09' 03" West 73.02 feet to a point;
4. South 20 deg. 26' 14" West 300.00 feet to a point;
5. South 19 deg. 00' 18" West 600.19 feet to a point;
6. South 23 deg. 37' 14" West 180.08 feet to a point;
7. Thence along a curve to the left having a Delta Angle of 06 deg. 06' 04", Radius of 11344.14 feet, Arc Length of 1207.97, and a Chord Bearing South 17 deg. 23' 12" West for 1207.40 feet to a point;
8. South 15 deg. 16' 57" West 198.10 feet to a point;
9. Thence along a curve to the left having a Delta Angle of 01 deg. 00' 32", Radius of 11349.14 feet, Arc Length of 199.84, and a Chord Bearing South 12 deg. 49' 54" West for 199.84 feet to a point;

Thence South 89 deg. 18' 06" West 225.70 feet with the south line of a tract of land known as Statler Farm #3, to an iron pin found in the west limited access right-of-way of I-75;

Thence along a curve to the right having a Delta Angle of 02 deg. 45' 39", Radius of 11569.14 feet, Arc Length of 557.47, and a Chord Bearing North 13 deg. 27' 21" East for 557.41 feet, to an iron pin set, In the west limited access right-of-way of I-75;

Thence North 12 deg. 30' 08" East, 202.25 feet with said west limited access right-of-way line of I-75 to a 5/8" iron pin set, at the southern corner of a 1.562 acre tract of land owned by the State of Ohio as recorded in Deed Book 524, Page 558;

Thence with the east line of said 1.562 acre tract and leaving the aforesaid limited access right-of-way line, the following 5 courses:

1. Thence along a curve to the right, having a Delta Angle of 04 deg. 36' 04", Radius of 11579.14 feet, Arc Length of 929.86, and a Chord Bearing North 18 deg. 08' 12" East for 929.61 feet, to a point;
2. North 17 deg. 15' 14" East, 180.08 feet to a point;
3. North 22 deg. 20' 47" East, 600.33 feet to a point;
4. North 20 deg. 26' 14" East, 300.00 feet to a point;
5. North 16 deg. 09' 01" East, 117.18 feet to the true point of beginning, containing 17.832 acres lying within the limited access right-of-way of I-75, of which 15.396 acres lie in Section 5, Concord Township, and 2.436 acres lie in Section 32 Washington Township. Bearings used are assumed. The above Deed Book references are recorded in Miami County Records. Capped Iron pins set are 5/8" x 30" rebar with plastic caps stamped "FBA".

### **Tract IX**

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## EXHIBIT "A"

### Legal Description

Situated in Fractional Section 32 Town 6N Range 6E, Washington Township and Fractional Section 5, Town 5N, Range 6E, Concord Township, Miami County, Ohio, being a part of the lands in the Trusteeship of Neil S. Statler, Jean S. Beachler and Amy S. Gilfillen as recorded in Deed Book 364, Pages 521 through 525 and being more particularly described as follows:

Commencing for reference at a Mag nail set, at the northwest corner of said Fractional Section 5 and being in the centerline of Experiment Farm Road;

Thence North 88 deg. 47' 50" East, 4160.10 feet with the north line of said Fractional Section 5, to a mag nail set, in the west line of a 10.09 acre tract of land owned by Ohio Department of Transportation as recorded in Deed Book 543, Page 282, said point marking the true point of beginning of the tract herein described;

Thence with the west line of said 10.09 acre tract the following 5 courses:

1. South 19 deg. 25' 20" East, 200.84 feet to a mag nail set;
2. South 11 deg. 05' 30" East, 172.86 feet to a mag nail set;
3. South 12 deg. 48' 30" East, 256.72 feet to a mag nail set;
4. South 03 deg. 06' 00" East, 650.18 feet to a mag nail set;
5. South 01 deg. 55' 49" East, 167.13 feet to a mag nail set;

Thence South 88 deg. 04' 11" West, 66.86 feet to an iron pin set in the LA right of way of I-75;

Thence North 06 deg. 41' 49" West, 730.71 feet to an iron pin set in the south line of a 0.205 acre tract of land owned by the State of Ohio as recorded in Deed Book 551, Page 402;

Thence with the south line of said 0.205 acre tract the following 3 courses:

1. North 84 deg. 20' 57" East, 62.00 feet to an iron pin set;
2. North 24 deg. 48' 28" West, 102.65 feet to an iron pin set;
3. North 12 deg. 54' 36" West, 294.22 feet to an iron pin set;

Thence with the LA right-of-way of I-75 the following 3 courses:

1. North 26 deg. 51' 03" West, 150.03 feet to an iron pin set;
2. North 39 deg. 00' 07" West, 207.43 feet to an iron pin set;
3. North 46 deg. 55' 55" West 806.78 feet to a mag nail set in the right-of-way fence line post cross brace, in the north line of a 1.353 acre tract of land owned by the State of Ohio, as recorded in Deed Book 551, Page 402, passing for reference at 24.14 feet an iron pin set in the north line of said Fractional Section 5;

Thence North 46 deg. 34' 18" West, 146.65 feet, with the north line of said 1.353 acre tract to a point;

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## EXHIBIT "A"

### Legal Description

Thence South 37 deg. 32' 24" West, 136.01 feet with the west line of said 1.353 acre tract to a point;

Thence South 20 deg. 26' 14" West, 332.25 feet with the west line of said 1.353 acre tract to an iron pin set in the east right-of-way line of the former B & O Railroad;

Thence North 13 deg. 06' 38" West, 452.38 feet with the east right-of-way line of the former B & O Railroad, to a point, in the east line of a 2.399 acre tract of land owned by the State of Ohio, as recorded in Deed Book 551, Page 402;

Thence with the east line of said 2.399 acre tract the following 4 courses:

1. North 20 deg. 26' 14" East 305.23 feet to a point;
2. North 02 deg. 00' 08" East 158.11 feet to a point;
3. North 21 deg. 05' 41" West 467.55 feet to a point;
4. North 04 deg. 34' 47" West, 55.38 feet to a point in the south line of a tract of land known as Statler Farm #2;

Thence North 89 deg. 07' 26" East, 582.50 feet with the south line of said Farm #2 to a point on the west line of a 10.090 acre tract of land owned by the State of Ohio, as recorded in Deed Book 543, Page 282;

Thence South 23 deg. 12' 45" East, 642.29 feet with the west line of said 10.090 acre tract to a mag nail set;

Thence South 24 deg. 08' 00" East, 773.37 feet with the west line of said 10.090 acre tract to a mag nail set;

Thence South 19 deg. 25' 20" East, 318.51 feet with the west line of said 10.090 acre tract to the true point of beginning, containing 26.237 acres all within the limited access right-of-way of I-75 of which 3.389 acres lies in Section 5, Concord Township, 22.848 acres lie in Section 32 Washington Township. Bearings used are assumed. The above Deed Book references are recorded in Miami County records. Capped iron pins set are 5/8" x 30" rebar with plastic baps stamped "FBA".

The above description was prepared by Floyd Browne Associates, Inc., Christopher S. Harmon, Registered Surveyor #7988 from a survey performed on October 2002-June 2003 and recorded in Land Survey Volume 48, Page 86, Miami County Engineer's Survey Records.

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**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.
5. 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.
6. Approval of the legal description as contained in Schedule "A" herein by the Miami County Auditor's Office. A copy was submitted to the County on July 14, 2020.
7. Deed from the Christian Statler Smart Heirs LLC, by its duly authorized member(s), conveying the premises herein to a proposed buyer.
8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Christian Statler Smart Heirs LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

9. 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 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.
10. The Proposed Policy amount(s) must be increased to the full value of the estate or interest to be insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price of full value of the Land. A Loan Policy should reflect the loan amount of value of the Land being used as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
12. Due to office closures related to COVID-19, we may be temporarily unable to record/access documents in the normal course of business. As such, we will require our PERSONAL UNDERTAKING (GAP) to be signed by all parties.
13. An ALTA survey satisfactory to the Company will be required if the survey exceptions are to be deleted from the final policy.
14. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
15. Further exceptions and/or requirements may be made upon review of the proposed documents creating the interest or estate to be insured and/or further ascertaining details of the transaction.
16. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
17. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
18. Payment of taxes, charges and assessments levied and assessed against subject premises, which are due and payable.
19. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, labor and materialmen are all paid.

**END OF SCHEDULE B, PART I**

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## SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. No liability is assumed for tax increases occasioned by retroactive revaluation arising out of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities.
8. 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, pursuant to Ohio Revised Code Section 1509.31(D).
9. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
10. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familiar status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
11. 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**  
**EXCEPTIONS**  
(continued)

12. Rights of Public to use those portions of subject premises lying within the confines of Public Roads and Highways.
13. Lack of any right of access to Interstate 75, a limited access highway.
14. Any map/plat furnished is being done so 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, acreage or other matters shown thereon.
15. Plat & Dedication to Re-establish the Right-of-Way of Farrington Road between U.S. RT. 25 & Miami & Erie Canal Property, of record in [Misc. Volume 10, Page 186](#) Recorder's Office, Miami County, Ohio.
16. Easement for Highway Purposes to the State of Ohio, of record in [Misc. Volume 7, Page 451](#) Recorder's Office, Miami County, Ohio.
17. Right of Way for a pipe line to The Ohio Fuel Gas Company, of record in [Deed Volume 9, Page 482](#) Recorder's Office, Miami County, Ohio.
18. Right of Way as contained in Deed to Piqua and Troy Branch Railroad Company, of record in [Deed Volume 82, Page 235](#) Recorder's Office, Miami County, Ohio.
19. Right of Way as contained in Deed to Piqua and Troy Branch Railroad Company, of record in [Deed Volume 82, Page 236](#) Recorder's Office, Miami County, Ohio.
20. Grant of Right-of-Way to Miami Rural Electric Cooperative Inc., of record in [Misc. Volume 5, Page 228](#) Recorder's Office, Miami County, Ohio.
21. Grant of Right-of-Way to Miami Rural Electric Cooperative Inc., of record in [Misc. Volume 5, Page 229](#) Recorder's Office, Miami County, Ohio.
22. Right of Way License to The Dayton Power and Light Company, of record in [Deed Volume 179, Page 177](#) Recorder's Office, Miami County, Ohio.
23. Easement for Highway Purposes to the State of Ohio, of record in [Deed Volume 197, Page 385](#) Recorder's Office, Miami County, Ohio.

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**SCHEDULE B, PART II  
EXCEPTIONS**

(continued)

24. Easement for Highway Purposes to the State of Ohio, of record in [Deed Volume 332, Page 124](#) Recorder's Office, Miami County, Ohio. As affected by:  
  
Partial Release of Easement, of record in [Official Records Volume 276, Page 955](#) Recorder's Office, Miami County, Ohio.
25. Agreement for Channel Change by and between Minnie S. Statler and the State of Ohio, of record in [Deed Volume 332, Page 128](#) Recorder's Office, Miami County, Ohio.
26. Right of Way Easement to Pioneer Rural Electric Cooperative Inc., of record in [Deed Volume 332, Page 377](#) Recorder's Office, Miami County, Ohio.  
  
As affected by Partial Release, of record in [Misc. Volume 20, Page 548](#) Recorder's Office, Miami County, Ohio.
27. Easement to The Dayton Power and Light Company, of record in [Deed Volume 686, Page 484](#) Recorder's Office, Miami County, Ohio.
28. Easement to The Dayton Power and Light Company, of record in [Deed Volume 689, Page 486](#) Recorder's Office, Miami County, Ohio.
29. Appropriation and Easements as set forth in Judgment Entry on Settlement in Case No. 79-34, State of Ohio and The County of Miami, vs. Neil S. Statler, Trustee, et al., of record and [Deed Volume 549, Page 860](#) Common Pleas Court, Miami County, Ohio.  
  
As affected by Satisfaction of Easement, of record in [Deed Volume 632, Page 134](#) Recorder's Office, Miami County, Ohio.
30. Appropriation and Easements as set forth in Judgment Entry on Settlement in Case No. 79-19, State of Ohio vs. Neil S. Statler, Trustee, et al., of record and [Deed Volume 551, Page 402](#) Common Pleas Court, Miami County, Ohio.
31. Easement as contained in Deed to Board of County Commissioners of Miami County, Ohio, of record in [Official Records Volume 7, Page 793](#), and re-recorded in [Official Records Volume 8, Page 935](#), Recorder's Office, Miami County, Ohio.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

- 32. Tax Parcel Desc:** 6-6-29 SW Cor Frac Sec 6-6-30 S Pt SE Farm 1 6-6-31 N Pt NE Tract 1 6-6-32 Pt NW, 161.466 Acres (Tract I)

Taxes, listed in the name(s) of Christian Statler Smart Heirs LLC, (Parcel ID M40-042600) for the first half of the year 2019 in the net amount of \$3,345.72 are PAID; taxes for the second half of the year 2019 in the net amount of \$3,345.72 are PAID.

Tax valuation: Land: \$418,180; CAUV: \$87,030; Bldg: \$55,580; Total: \$142,610

The above tax listing as to caption premises is currently valued at a reduced rate under Section 5713.31 Revised Code. Said "Current Agricultural Use Value" will revert to the regular rate if not maintained under said section and is subject to the right of the County as to tax recoupment pursuant to ORC 5713.34 regarding conversion of subject premises to a use other than agricultural.

- 33. Tax Parcel Desc:** 6-6-29 SW Pt Frac Sec 6-6-32 NW Pt Frac Sec Farm 1 Tr 2, 0.76 Acres (Tract II)

Taxes, listed in the name(s) of Christian Statler Smart Heirs LLC, (Parcel ID M40-042610) for the first half of the year 2019 in the net amount of \$0.94 are PAID; taxes for the second half of the year 2019 in the net amount of \$0.94 are PAID.

Tax valuation: Land Only: \$40

- 34. Tax Parcel Desc:** 6-6-32 Pt NW Sec & SW Pfrac Sec Farm 2 Tr 1, 179.289 Acres (Tract III)

Taxes, listed in the name(s) of Christian Statler Smart Heirs LLC, (Parcel ID M40-012700) for the first half of the year 2019 in the net amount of \$2,603.90, are PAID; taxes for the second half of the year 2019 in the net amount of \$2,603.90 are PAID.

Tax valuation: Land: \$507,820; CAUV: \$67,520; Bldg: \$43,470; Total: \$551,290

The above tax listing as to caption premises is currently valued at a reduced rate under Section 5713.31 Revised Code. Said "Current Agricultural Use Value" will revert to the regular rate if not maintained under said section and is subject to the right of the County as to tax recoupment pursuant to ORC 5713.34 regarding conversion of subject premises to a use other than agricultural.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

**35. Tax Parcel Desc:** 6-6-32 SE Pt Frac Sec Farm 2 Tr 2, 7.707 Acres (Tract IV)

Taxes, listed in the name(s) of Christian Statler Smart Heirs LLC, (Parcel ID M40-012810) for the first half of the year 2019 in the net amount of \$49.98, are PAID; taxes for the second half of the year 2019 in the net amount of \$49.98 are PAID.

Tax valuation: Land Only: \$17,190; CAUV: \$2,130

The above tax listing as to caption premises is currently valued at a reduced rate under Section 5713.31 Revised Code. Said "Current Agricultural Use Value" will revert to the regular rate if not maintained under said section and is subject to the right of the County as to tax recoupment pursuant to ORC 5713.34 regarding conversion of subject premises to a use other than agricultural.

**36. Tax Parcel Desc:** 6-6-32 SE Pt Frac Sec I75 R/W Only Farm 2 Tract 3, 6.831 Acres (Tract V)

Taxes, listed in the name(s) of Christian Statler Smart Heirs LLC, (Parcel ID M40-012820) for the first half of the year 2019 in the net amount of \$0.00; taxes for the second half of the year 2019 in the net amount of \$0.00.

Tax valuation: Land: \$0; Bldg: \$0; Total: \$0

**37. Tax Parcel Desc:** 6-6-32 N Cen Pt Frac Sec Farm 1 Tr 4 Along River, 0.845 Acres (Tract VI)

Taxes, listed in the name(s) of Christian Statler Smart Heirs LLC, (Parcel ID M40-012710) for the first half of the year 2019 in the net amount of \$0.70, are PAID; taxes for the second half of the year 2019 in the net amount of \$0.70 are PAID.

Tax valuation: Land Only: \$40; CAUV: \$30

The above tax listing as to caption premises is currently valued at a reduced rate under Section 5713.31 Revised Code. Said "Current Agricultural Use Value" will revert to the regular rate if not maintained under said section and is subject to the right of the County as to tax recoupment pursuant to ORC 5713.34 regarding conversion of subject premises to a use other than agricultural.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

**38. Tax Parcel Desc:** 6-6-32 SW Pt Frac Sec Farm 3 Tr 1, 45.71 Acres (Pt. Tract VII)

Taxes, listed in the name(s) of Christian Statler Smart Heirs LLC, (Parcel ID M40-012800) for the first half of the year 2019 in the net amount of \$303.35, are PAID; taxes for the second half of the year 2019 in the net amount of \$303.35 are PAID.

Tax valuation: Land Only: \$124,080; CAUV: \$12,930

The above tax listing as to caption premises is currently valued at a reduced rate under Section 5713.31 Revised Code. Said "Current Agricultural Use Value" will revert to the regular rate if not maintained under said section and is subject to the right of the County as to tax recoupment pursuant to ORC 5713.34 regarding conversion of subject premises to a use other than agricultural.

**39. Tax Parcel Desc:** 6-5-5 N Cen Pt Frac Sec Farm, 38.66 Acres (Pt. Tract VII)

Taxes, listed in the name(s) of Christian Statler Smart Heirs LLC, (Parcel ID C06-032810) for the first half of the year 2019 in the net amount of \$285.54, are PAID; taxes for the second half of the year 2019 in the net amount of \$285.54 are PAID.

Tax valuation: Land Only: \$82,850; CAUV: \$15,890

The above tax listing as to caption premises is currently valued at a reduced rate under Section 5713.31 Revised Code. Said "Current Agricultural Use Value" will revert to the regular rate if not maintained under said section and is subject to the right of the County as to tax recoupment pursuant to ORC 5713.34 regarding conversion of subject premises to a use other than agricultural.

**40. Tax Parcel Desc:** 6-6-32 I75 R/W Only Farm 3 Tr 2, 2.436 Acres (Pt. Tract VIII)

Taxes, listed in the name(s) of Christian Statler Smart Heirs LLC, (Parcel ID M40-012830) for the first half of the year 2019 in the net amount of \$0.00; taxes for the second half of the year 2019 in the net amount of \$0.00.

Tax valuation: Land: \$0; Bldg: \$0; Total: \$0

**41. Tax Parcel Desc:** 6-5-5 N Cen Pt Frac Sec All I75 R/W Only Farm 3 Tr 2, 15.396 Acres (Pt. Tract VIII)

Taxes, listed in the name(s) of Christian Statler Smart Heirs LLC, (Parcel ID C06-032820) for the first half of the year 2019 in the net amount of \$0.00; taxes for the second half of the year 2019 in the net amount of \$0.00.

Tax valuation: Land: \$0; Bldg: \$0; Total: \$0

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

- 42. Tax Parcel Desc:** 6-6-32 ISE Frac Sec I75 R/W Only Farm 3 Tr 3, 22.848 Acres (Pt. Tract IX)
- Taxes, listed in the name(s) of Christian Statler Smart Heirs LLC, (Parcel ID M40-012840) for the first half of the year 2019 in the net amount of \$0.00; taxes for the second half of the year 2019 in the net amount of \$0.00.
- Tax valuation: Land: \$0; Bldg: \$0; Total: \$0
- 43. Tax Parcel Desc:** 6-5-5 N Cen Pt Frac Sec I75 R/W Farm 3 Tr 3, 3.389 Acres (Pt. Tract IX)
- Taxes, listed in the name(s) of Christian Statler Smart Heirs LLC, (Parcel ID C06-032830) for the first half of the year 2019 in the net amount of \$0.00; taxes for the second half of the year 2019 in the net amount of \$0.00.
- Tax valuation: Land: \$0; Bldg: \$0; Total: \$0
- 44.** Taxes and assessments for the year 2020 are a lien but are not yet due and payable.
- Taxes or special assessments which are not shown as existing liens by the public records.
- Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in the valuation.

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, 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.

**7. IF THIS COMMITMENT HAS BEEN 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 the purpose of providing closing or settlement services.

**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. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS**

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AMERICAN  
LAND TITLE  
ASSOCIATION



## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

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Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

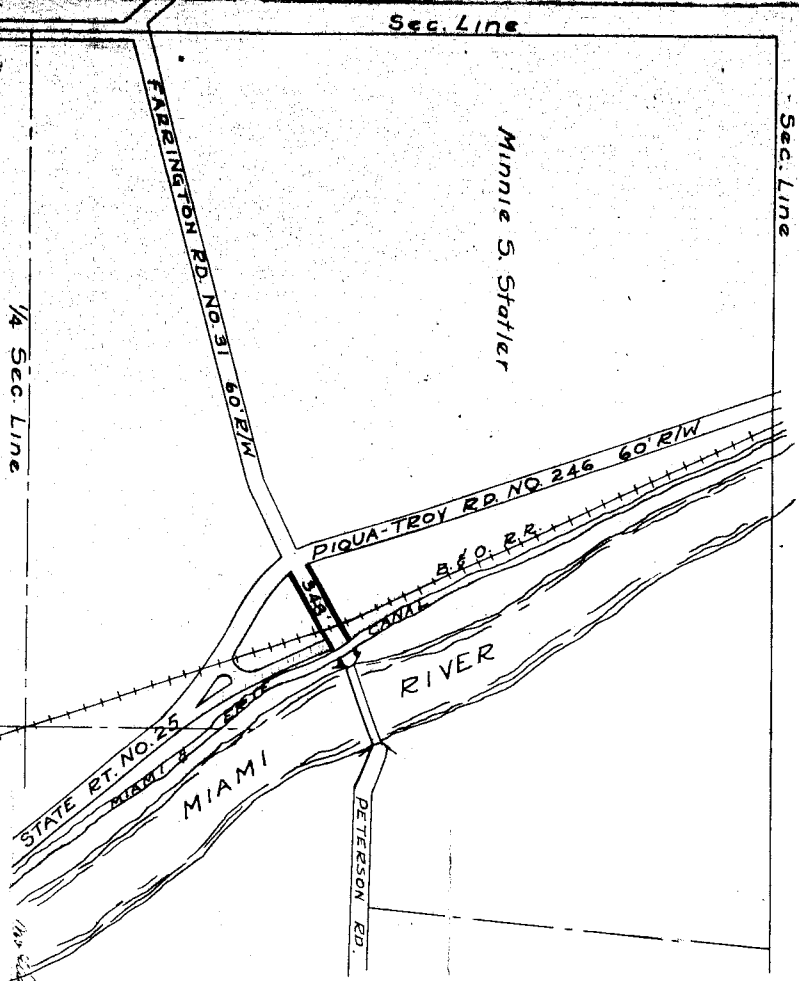
### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

186

PLAT & DEDICATION  
TO RE-ESTABLISH THE RIGHT-OF-WAY  
OF FARRINGTON ROAD  
BETWEEN U.S. RT. 25 & MIAMI & ERIE CANAL PROPERTY



Minnie S. Stattler

Accepted by the Board of Miami County  
Commissioners, July 3, 1950  
Commissioner's Journal Vol. 31 Page 77

Miami Co. Engrs. Road Records  
Vol. 8, Plat No.  
Scale 40' = 1"

I, Minnie S. Stattler, of the Township of Washington, County of Miami and State of Ohio, for value received, hereby dedicate to the County of Miami, State of Ohio, a strip of land across my premises in said Washington Township, Miami County, Ohio, for the purpose of a highway and described as follows:

Being part of Section Thirty-two (32), Town Six (6), Range Six (6), and being a strip of land sixty (60) feet wide, the center line of which is described as follows:

Commencing on the east right-of-way line of State Highway No. 245 commonly known as U.S. Route 25, at a point opposite the intersection of the center line of the Farrington Road No. Thirty-one (31), with said U.S. Route 25, in Section Thirty-two (32), Town Six (6), Range Six (6), Washington Township, Miami County, Ohio, thence eastward with center line of the aforesaid Farrington Road extended, for a distance of about Three Hundred Forty-eight (348) feet to the west line of the Miami & Erie Canal lands, excepting therefrom the Right-of-way of the Piqua & Troy Branch of the B.F.O. Railroad said land to revert to me, my heirs or assigns, if abandoned for highway purposes, and I also hereby release said County of Miami, State of Ohio, from all damages by reason of the laying out and opening of said highway.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of December, 1949.

Signed in the presence of:

Mary M. Hitchcock

*Mary M. Hitchcock*

State of Ohio, Miami County:

On this 30th day of December, 1949, before me, a notary public in and for said County, personally came Minnie S. Stattler, and acknowledged the signing of the above dedication to be her voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.

*Notary Public*  
Notary Public

Misc 10-186



Misc 7-451

EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That George Statler, the Grantor, for and in consideration of the sum of One hundred <sup>fifty</sup> ~~no~~ /100 Dollars (\$150.00) and for other good and valuable considerations to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the <sup>said</sup> Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Miami County, Ohio, Washington Township, Section 29, Town 6, Range 6, and bounded and described as follows:

PARCEL NO. 1

Beginning at Sta. 227 + 47 in the center line of S. H. 245, according to a survey made by the Ohio Department of Highways in 1928, <sup>center line of a public road, thence westerly on the</sup> the same being in the <sup>said</sup> centerline of said public road to a point 35 feet of and radially to Sta. 227 + 47, thence northerly on a curve to the right having a radius of 518.69 feet to a point 35 feet left of and at right angles to Sta. 228 + 36.87, thence northerly parallel to centerline to a point 35 feet left of and at right angles to Sta. 231 + 07, thence easterly to a point 30 feet left of and at right angles to Sta. 231 + 07, thence northerly parallel to centerline to a point 30 feet left of and at right angles to Sta. 243 + 00, thence easterly to Sta. 243 + 00 in center line, thence southerly on said centerline to Sta. 228 + 36.87, thence southerly on a curve to the left having a radius of 483.69 feet to the place of beginning.

as shown by plans on file in the office of the Department of Highways, Columbus, Ohio. It is understood that a strip of land above described is not to be in excess of 35 feet in width, and contains 1.111 acres, more or less, of which the present road occupies 0.748 acres, more or less.

And it is further agreed that trees and hedge located as follows are exempted in the settlement herein contained, to-wit:

And shall not be removed.

- feet right 22 feet left of Sta. 231 + 19.7 to 232 + 247 105" Hedge
- feet right 28 feet left of Sta. 231 + 27 one Elm tree 30 in diam.
- feet right 28 feet left of Sta. 231 + 74 one Maple tree 20 in diam.
- feet right 28 feet left of Sta, 232 + 17 one Elm tree 20 in diam,

Said Stations being the station numbers as stipulated in the hereinbefore mentioned survey, and as shown by plans on file in the office of the Department of Highways, Columbus, Ohio

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

And the said Grantor, for himself and his heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that he is the true and lawful owner of said premises, 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 manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Minnie S. Statler (wife of George Statler) hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF George Statler and Minnie S. Statler (his wife) have hereunto set

their hands, the 2nd day of October in the year of our Lord one thousand nine hundred and forty-five

Signed and sealed in the presence of:

H. W. Lilley

George H. Statler

Jean Osterbend

Minnie S. Statler

STATE OF OHIO, |  
| ss:  
Miami COUNTY. |

Before me, a Notary Public in and for said County and State, personally appeared the above named George H. Statler and Minnie S. Statler who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Piqua, Ohio this 3rd day of October, A.D. 1945

NOTARIAL SEAL OF H. W. LILLEY

H. W. Lilley  
H. W. Lilley Notary Public for the State of Ohio My commission expires September 27, 1947

Transferred Jan. 30, 1946  
Chas. S. Ross, Auditor  
Received Jan. 30, 1946 at 3:00 P.M.  
Recorded Feb. 1, 1946  
Horace C. Cromer, Recorder  
Nellie B. Waymire, Deputy  
Fee \$1.25

#23753 STATE OF OHIO TO CHARLES HERMAN OSTENDORF ET AL  
MARRIAGE LICENSE

THE STATE OF OHIO, CLARK COUNTY, SS. No. 28278

To any person legally authorized to Solemnize Marriages in the State of Ohio.

I. Harry G. Gram,

Judge of the Probate Court within and for the County and State aforesaid, have LICENSED and do hereby LICENSE AND AUTHORIZE Charles Herman Ostendorf and Bertha Marie Zindorf to be joined in MARRIAGE.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Court at Springfield, Ohio, this 12th day of January A. D. 1946

PROBATE COURT SEAL

Harry G. Gram  
Judge of the Probate Court

By Anna B. Bolen  
Deputy Clerk

License void if not used within Sixty Days from this date

MARRIAGE CERTIFICATE

THE STATE OF OHIO, CLARK COUNTY, SS.

I do hereby certify that on the 13th day of January A. D. 1946 I solemnized the marriage of Charles Herman Ostendorf Bertha Marie Zindorf

Arthur K. Wilson  
Minister the pe  
(State whether Minister, Municipal Judge or Justice of P. O. Address 423 N. Wayne St, Piqua, O.

Received Feb. 13, 1946 at 9:18 A.M.  
Recorded Feb. 14, 1946  
Horace C. Cromer, Recorder  
Nellie B. Waymire, Deputy  
Fee \$ .50

For and In Consideration of ONE DOLLAR to her in hand paid, receipt of which is hereby acknowledged, and the further consideration of ~~twenty five cents (25c)~~ <sup>1.00</sup> per lineal rod, to be paid when such grant shall be used or occupied. Minnie S. Statler (as widow.)

(hereinafter called the Grantor...) do hereby grant to THE OHIO FUEL GAS COMPANY (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate, repair, replace and remove same, together with valves and other necessary appurtenances on lands in Lot 30-31, Washington Township Miami County, Ohio, situated in Qr. Twp. No.         , Township No.         , Range No.         , and bounded as follows:

On the North by lands of J. E. Banson  
On the East by lands of Hughson "25"  
On the South by lands of Farrite  
On the West by lands of Siegel  
and containing 112 + acres, more or less, with the right of ingress and egress to and from the same.

The Grantor may fully use and enjoy the said premises, except for the purpose hereinbefore granted to the Company. Pipe line shall be buried so as not to interfere with the cultivation of the land. The Company shall pay any damages which may arise to crops and fences from the laying, maintaining, operating and final removing of said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, her heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive. The Company, its successors or assigns, may at any time lay, maintain, operate, repair, replace and remove other lines of pipe at any points on said premises, upon the payment of a like consideration for each line, and subject to the same conditions as above; it may also change the size of its pipes by paying the damages, if any, to crops and fences which may arise in making such change.

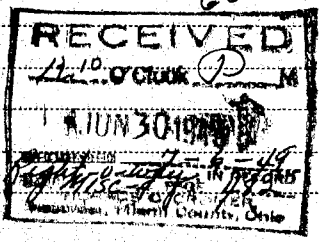
While gas is conveyed through said premises, Grantor shall have the right to purchase gas for domestic use in one dwelling on said premises, subject to the Company's rules and regulations at the rate provided in the current established rate schedule filed with the Public Utilities Commission of Ohio applicable in the territory where gas is to be delivered. If no established rate schedule is applicable in said territory, then the rate prevailing in the nearest community served by the Company shall apply. Grantor shall pay for all gas so delivered within ten (10) days after the bill for the monthly reading period has been issued. Whenever the Company, its successors or assigns, shall desire to remove or abandon a pipe line constructed under authority of this right of way, the Grantor's right to purchase gas therefrom shall cease and terminate.

Payment of all money due Grantor hereunder may be made to Minnie S. Statler by check made payable to her order and mailed to          at Rt 3 Piquette Ohio.

In Witness Whereof, the Parties hereto have hereunto set their hands this 18th day of June, A. D., 1949.

Signed and acknowledged in the presence of:  
W. D. Brigg  
Minnie S. Statler

Minnie S. Statler



STATE OF OHIO, Miami COUNTY, ss.  
Personally appeared before me, a Notary Public in and for said County Minnie S. Statler

who acknowledged the signing of the foregoing instrument to be her voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 20th day of June, 1949.



Clyde Marr  
CLYDE MARR, Notary Public  
In and for Miami County, Ohio  
My Commission Expires August 20, 1951

W. S. and S. K. Statler to Piqua and Troy Branch R. R. Co.

Know all men by these presents: That we, W. S. Statler and S. K. Statler, of the County of Miami, and State of Ohio, in consideration of the location of the Piqua and Troy Branch Railroad, and of the benefits derived therefrom, and of the sum of Seventeen hundred and fifty dollars, to us in hand paid by said Railroad Company, the receipt of which is hereby acknowledged, do hereby grant, release and convey unto the said Piqua and Troy Branch Railroad Company, its successors and assigns, the right of way sixty feet wide, that is to say thirty feet wide, on each side of the center line of the said railroad as the same may be located and established across the following described premises:

Situate in the County of Miami, and State of Ohio, to-wit: Being part of the centre and north part of fractional section 5, T. 5, R. 6, E., in Concord Township, and part of the south part of fractional section 32, T. 7, R. 6, E., Washington townships. The said centre line of Railroad at the south line of aforesaid lands, being located on the east bank of the Troy Hydraulic; thence by a curved line in a northwesterly direction, passing west of the barn on Section 5, and not nearer than 147 feet to said Barn, to a point on said Hydraulic Bank, at the second road crossing of said Hydraulic on said lands; thence northward to north line of said land, about 155 ft. east of Hydraulic. The Railroad Company is to fence the right of way through within six months from date, to put cattle guards on each side of the barn, lane, and a gate at upper crossing of Hydraulic, and also a crossing and gate at a point to be selected near north line, and maintain all of the same, with the right to construct and maintain a Railroad, with all the necessary appurtenances, across and upon the land above designated. To have and to hold the above granted premises rights and privileges, for the use and purposes above mentioned, to the said Piqua and Troy Branch Railroad Company, its successors and assigns forever.

In witness whereof, the said W. S. Statler and S. K. Statler, have hereunto set their hands and seals this 21<sup>st</sup> day of October, A. D. 1886. Signed, sealed and acknowledged in presence of  
Walter B. Jones. W. S. Statler. seal.  
W. H. Jones. S. K. Statler. seal.

The State of Ohio, County of Miami, ss:  
Be it remembered, that on the 21<sup>st</sup> day of October, in the year of our Lord one thousand eight hundred and eighty six, before me, the subscriber, a Notary Public in and for said County and State, personally came the above named W. S. Statler and S. K. Statler, the grantors in the foregoing deed, and acknowledged the signing and sealing thereof to be their voluntary act and deed for the use and purposes therein mentioned. In testimony

6559-190  
John S. Alexander, Recorder  
By Deputy

whereof, I have herunto subscribed my name and affixed my Notarial seal, on the day and year aforesaid.

Recd June 7<sup>th</sup>, 1887 at 12 P.M.      Wmami Co. Ohio.  
 Rec. June 18<sup>th</sup>, 1887 at 2:10 P.M.      E. J. Eby N.M.C.

W. S. and S. H. Statler to Piqua and Troy Branch R. R. Co.

Know all men by these presents: That we, W. S. Statler, S. H. Statler <sup>and</sup> of the County of Miami, and State of Ohio, in consideration of the location of the Piqua and Troy Branch Railroad, and of the benefits therefrom, and of the sum of Twelve hundred and fifty dollars, to us in hand paid by said Railroad Company, the receipt of which is hereby acknowledged, do hereby grant, release and convey unto the said Piqua and Troy Branch Railroad Co., its successors and assigns, the right of way sixty feet wide, being thirty feet wide upon each side of the center line of said Railroad, as the same is located across the following described lands:

Situate in the County of Miami, and State of Ohio, to-wit: Being part of the north part of the north west quarter of fractional section 32, T. 7, R. 6, E., and the south west quarter of fractional section 29, T. 7, R. 6, E., with the right to construct and maintain a Railroad, and all necessary appurtenances, The center line of said Railroad enters the above described premises on the south at a point in the Troy and Piqua Pike as now constructed, and distant from the west side of said pike 35 feet; thence northward along said Pike to Station 329 + 20.5 of said center line, to a point where the said center line leaves said pike and enters the barnyard of said Statlers thence northward to north line of premises described, at station \_\_\_\_\_ of said center line.

The said Railroad Company is to construct and maintain through its road bed good and sufficient drains or water ways, at the south line of said premises, and also in front of barnyard. Fences to be built from Pike crossing north to north line, within six months from date of this Release, by said Railroad Company.

The aforesaid grantors also agree to grant and convey to the Commissioners of Miami County, State of Ohio, without other or further consideration than the aforesaid Twelve hundred and fifty dollars, a right of way over their land for a pike, which is to be built in lieu of such part of the Troy and Piqua Pike as will be appropriated by the said Railroad Company in constructing and operating its railroad. The west line of said pike is to begin at a point on north side of house lot

whereof, I have herunto subscribed my name and affixed my Notarial seal, on the day and year aforesaid.

Recd June 7<sup>th</sup> 1887 at 1 1/2 P.M. seal. Walter B. Jones, Notary Public,  
Miami Co., Ohio.  
Rec. June 18<sup>th</sup> 1887 at 2:10 P.M. E. J. Eby, R.M. Co.

W. S. and S. K. Statter to Piqua and Troy Branch R. R. Co.

Know all men by these presents: That we, W. S. Statter, S. K. Statter and \_\_\_\_\_, of the county of Miami, and state of Ohio, in consideration of the location of the Piqua and Troy Branch Railroad, and of the benefits therefrom, and of the sum of Twelve hundred and fifty dollars, to us in hand paid by said Railroad Company, the receipt of which is hereby acknowledged, do hereby grant, release and convey unto the said Piqua and Troy Branch Railroad Co., its successors and assigns, the right of way sixty feet wide, being thirty feet wide upon each side of the center line of said Railroad, as the same is located across the following described lands:

Situate in the county of Miami, and state of Ohio, to-wit: Being part of the north part of the north west quarter of fractional section 32, T. 7, R. 6, E., and the south west quarter of fractional section 29, T. 7, R. 6, E., with the right to construct and maintain a Railroad, and all necessary appurtenances, The centre line of said Railroad enters the above described premises on the south at a point in the Troy and Piqua Pike as now constructed, and distant from the west side of said pike 35 feet; thence northward along said Pike to Station 328 + 20.5 of said centre line, to a point where the said centre line leaves said pike and enters the barnyard of said Statters; thence northward to north line of premises described, at station \_\_\_\_\_ of said centre line.

The said Railroad Company is to construct and maintain through its road bed good and sufficient drains or water ways, at the south line of said premises, and also in front of barnyard. Fences to be built from Pike crossing north to north line, within six months from date of this Release, by said Railroad Company.

The aforesaid grantors also agree to grant and convey to the commissioners of Miami County, State of Ohio, without other or further consideration than the aforesaid Twelve hundred and fifty dollars, a right of way over their land for a pike, which is to be built in lieu of such part of the Troy and Piqua Pike as will be appropriated by the said Railroad Company in constructing and operating its railroad. The west line of said pike is to begin at a point on north side of house lot

18 <sup>5</sup>/<sub>10</sub> ft. west from present west fence of Pike, and run thence S. 23° 30' W. to a point in south line 44 <sup>4</sup>/<sub>10</sub> ft. west of present pike fence - pike to be built before Railroad is graded. To have and to hold the above granted premises, rights and privileges, for the uses and purposes aforesaid, to the said Piqua and Troy Branch Railroad Company, its successors and assigns forever. In witness whereof, the said W. S. Statler, S. K. Statler and have hereunto set their hands and seals this 21<sup>st</sup> day of October, A. D. 1886.

Attest, Walter H. Jones.  
M. H. Jones.

W. S. Statler. seal.  
S. K. Statler. seal.

The State of Ohio, Miami County, ss:

On October 21<sup>st</sup>, 1886, before the subscriber, a Notary Public in and for said county and State, personally appeared the within named W. S. Statler and S. K. Statler, the grantors in the foregoing instrument, and acknowledged the signing and sealing thereof to be their voluntary act and deed for the uses and purposes therein mentioned. Witness my hand and Notarial seal, the day and year aforesaid.

seal. Walter H. Jones, Notary Public,

Reid June 7<sup>th</sup> 1887 at 1 1/2 P.M.

Miami Co., Ohio.

Rec. June 18<sup>th</sup> 1887 at 3:30 P.M.

E. J. Eby, R. M. C.

Ella L. Elliott to Piqua and Troy Branch R. R. Co.

Know all men by these presents: That Ella L. Elliott (widow), of the County of Miami, and State of Ohio, in consideration of the location of the Piqua and Troy Branch Railroad, and the benefits to be derived therefrom, and of the sum of One Thousand Dollars, to her in hand paid by said Railroad Company, the receipt whereof is hereby acknowledged, does hereby grant, release and convey, unto the said Piqua and Troy Branch Railroad Company, its successors and assigns, the right of way sixty (60) feet wide, being thirty (30) feet on each side of the centre line of the said Railroad, as located from Station 307 + 27 in the centre of the Washington Pike, near the stone house, northward to a point in the Piqua and Troy Pike, at Station 323 + 54 where the line between Elliott and Statler crosses the said Piqua and Troy Pike. Also, a right of way for a pike, as located by the Commissioners of Miami County, on 1886, to replace the pike taken by the Railroad Company. The said Railroad Company is to build a substantial post and board fence on the west side of said new pike through the land of said grantor. With the right to construct and maintain a railroad, with all the

MISC 5-228

Not

#6509

GEO. H. STATLER

TO

MIAMI RURAL ELECTRIC COOPERATIVE, INC.

4-36-5 THE COL. B. S. MFG. CO.

9066

# GRANT OF RIGHT-OF-WAY

358

KNOW ALL MEN BY THESE PRESENTS: That Geo. H. Statler grantor,

in consideration of One Dollar and other valuable consideration to me

paid by ~~KARM BUREAU RURAL ELECTRIFICATION~~ MIAMI RURAL ELECTRIC COOPERATIVE, INC., grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to said ~~KARM BUREAU RURAL ELECTRIFICATION~~ MIAMI RURAL ELECTRIC COOPERATIVE, INC., its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conduits, cables, poles, wires and distributing appliances, for the purpose of distributing, transmitting, and using electricity, on, over, ~~under~~, and across the following real estate, to-wit:

known as Geo. H. Statler farm consisting of 247 acres being a part of Section 32 T 5 R 6

The route to be taken by said lines across said lands shall be as follows: Along the West side of the Dixie Highway and South of Farrington road as now or hereafter located

29 1/2 feet from center of highway no anchors to be in fields

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.

~~I further authorize KARM BUREAU RURAL ELECTRIFICATION COOPERATIVE INC, to assign this grant and easement to any other corporation organized to construct said power lines.~~ This easement shall be in full force and effect provided construction shall be begun on or before the 1 day of October, 1936.  
Electric service to furnished on farm when desired.  
Signed this 8 day of Sept, 1936.

Signed and acknowledged in the presence of:  
L. O. Hill  
H. W. Lilley

Geo. H. Statler

STATE OF OHIO }  
Miami COUNTY } SS.

Be it remembered, that on this 10th day of September 1936, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named George H. Statler

grantor in the foregoing grant, and acknowledged the execution thereof to be his voluntary act and deed.  
IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public, H. W. Lilley, Miami County, Ohio.  
(NOTARIAL SEAL OF H. W. LILLEY)

Transfer Not Necessary

Received for Record December 18 1936, at 11 o'clock A. M.

Recorded December 24 1936

Fee \$ .75



Misc 5-229

#6483

GEORGE H. STATLER

TO

MIAMI RURAL ELECTRIC COOPERATIVE, INC.

GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That George H. Statler, GRANTOR, in consideration of One Dollar and other valuable considerations to him paid by Miami Rural Electric Co-Operative, Inc., GRANTEE, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, and convey to said Miami Rural Electric Co-Operative, Inc., its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of cables, poles, wires, and distributing appliances, for the purpose of distributing, transmitting, and using electricity, on, over, under, and across the following real estate, to-wit:

Situate in the Township of Washington, in the County of Miami, and in the State of Ohio, and in Fractional Section Thirty-two (32), Town Six (6), Range Six (6); the route to be taken by said line across said premises shall be as follows: Beginning at a point where the South line of that portion of Section 32 owned by the Grantor intersects the East line of the road now designated as Experiment Farm Road; thence North along the East line of said Experiment Farm Road to its intersection with the South line of what is now known as the Farrington Road; thence East on the South line of said Farrington Road to its intersection with the West line of the Dixie Highway; thence Southeastwardly with the Southwesterly side of said Dixie Highway approximately Five Hundred (500) feet; thence East along the South line of that portion of said Section 32 now owned by the Grantor to its intersection with the West line of the Miami and Erie Canal property line. Subject to all legal highways and the right of way of the B. & O. Railroad over and across said premises.

All poles and guy wires shall be placed outside of the fences as now located and on the road side of said fences, and no poles or guy wires shall be set so as to interfere with free ingress and egress to said premises of the grantor over and along the driveways and farm gates as now located.

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

In consideration of the above grant of right of way said the Miami Rural Electric Co-Operative, Inc., for itself and its successors and assigns, agree to furnish the said grantor, his heirs and assigns, electric service when and if he so desires at the same rate the same is furnished to other subscribers in that vicinity when the said grantee is permitted to furnish such service under the laws and regulations of the United States Government and of the State of Ohio.

This easement shall be in full force and effect only upon the condition that the construction of said line shall be done on or before September 1, 1936, and finished within a reasonable time.

Signed this 26th day of June, 1936.

Signed and acknowledged :  
in the presence of: :  
D.A. Pickering :  
H. N. Lilley :

George H. Statler

STATE OF OHIO, MIAMI COUNTY, SS:

BE IT REMEMBERED, That on this 26th day of June, 1936, personally appeared before me, the undersigned, a notary public in and for said county, the above named George H. Statler, Grantor in the foregoing grant, and acknowledged the execution thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above mentioned.

(NOTARIAL SEAL OF)  
(H. N. LILLEY)

H. N. Lilley  
Notary Public in and for Miami County,  
Ohio.

Received December 18, 1936 at 11 A.M.  
Recorded December 24, 1936. Fee .75 ✓

Wm. E. Rogers, Recorder  
Anna L. Keller, Deputy

#163

SOCIAL SECURITY ACT Account Number 292-01-6822 has been established for

John Henderson Puterbaugh 12-9-36  
(date of issue)

John H. Puterbaugh RR#1, West Milton,  
Employee's signature Ohio  
Delco

Keep this card. It shows the account number used in keeping records of your Social Security Benefit rights under Federal and State Laws. Keep a record of this number as you might lose this card. Mention the number in all letters regarding your account. Address inquiries concerning Unemployment Compensation (if there is a law in your State) to the State agency administering such law. Address inquiries concerning Federal Old-Age Retirement Benefits (not State Old-Age Assistance or Pensions) to the nearest office of the Social Security Board.

SIGN THIS CARD IMMEDIATELY AND REPORT THE NUMBER TO YOUR EMPLOYER

Received for record Jan. 23, 1937  
Recorded Feb. 4, 1937  
Fee .25 ✓

E.C. Diltz Recorder  
Edna Wright Deputy

#288

EBER ELLEMAN AND CHARLES R. WHEELOCK

AGREEMENT

This agreement made at Troy, Ohio this 6th day of April, 1936, by and between Eber Elleman, party of the first part and Charles R. Wheelock, party of the second part.

The said Eber Elleman, party of the first part hereby agrees to rent to Charles R. Wheelock, part of the second part, for a period of one year beginning April 1st, 1936 and ending April 1st, 1937, the following described property being situated in Union Township, Miami County, Ohio, and described as follows:

Being the Nashville filling Station, located on the Tippecanoe and Milton Pike, better known as Highway No. 71, in Union Township, Miami County, Ohio, on North side of Highway, between the Troy and Frederick Pikes.

Said Charles R. Wheelock, party of the second part agrees to operate said station in a

estate by the Probate Court of Miami County, Ohio, County, and thereafter filed his final account in execution of said trust.

That said Alexander Swisher, at the time of his decease, was seized of the following described real estate:

Situate in the County of Miami, in the State of Ohio and in the Village of Laura, and bounded and described as follows, viz:

Being Lot Number Twenty three (23) and Out Lot Number four (4) in said town.

- Minerva Swisher
- John Swisher
- Harry Swisher
- George Swisher
- Alice Herkins

Sworn to before me and subscribed in my presence this 28th day of October A.D. 1922.

Seal, Maurice Kessler  
Notary Public Miami County, Ohio

Henry Swisher

Sworn to and subscribed before me and in my presence this 17th day of October, 1922.

Seal, A.M. Ehrlich  
Notary Public D.C.  
My commission expires Jan. 11, 1925

Trans. Nov. 4, 1922  
T.B. Radabaugh Auditor  
L.E. Marcum Deputy

Received Nov. 4, 1922 at 10:40 A.M.  
Recorded Nov. 7, 1922  
Fee .75

A.G. Eidemiller Recorder  
Edna Wright Deputy

*Geo 179 - 177*

#3759 GEORGE H. STATLER AND THE DAYTON POWER AND LIGHT CO.

RIGHT OF WAY LICENSE.

KNOW ALL MEN BY THESE PRESENTS, THAT Geo. H. Statler and h- in consideration of One Dollar to him paid by The Dayton Power & Light Company, the receipt of which is hereby acknowledged, does hereby grant and sell unto said The Dayton Power & Light Company, its successors and assigns, forever, the right of way for a line for the transmission of electric energy thereover, for any and all purposes for which electric energy is now, or may hereafter be used, with all necessary poles, structures, wires and cables, and fixtures and appliances and the right to construct, maintain, and use or remove said line and appurtenances subject to the conditions hereinafter contained, over and across the following premises, viz: Situate in Washington Township, Miami County, Ohio being part of the fractional sections 29 and 32, Town 6, Range 6, M.R.S.

The aforesaid line shall consist of poles spaced approximately --- feet apart, with necessary appliances and carrying wires and cables thereon, and the lowest of said wires and cables shall have a clearance above the surface of the ground of not less than twenty five feet...

D 179-178

of said poles shall be located on said premises and the center line of the aforesaid poles shall be along the following course viz: Beginning at a point on the north property line of Grantors' property, thence southwardly along the east right of way line of The Baltimore & Ohio Railroad to the point where said Baltimore & Ohio Railroad crosses the Dixie Highway and from said point southwardly along the west line of said right of way to the point where said Railroad intersects with said Dixie Highway at Farrington

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

That said The Dayton Power and Light Company, its successors and assigns, shall hold said Geo. H. Statler and his heirs, executors, administrators and assigns, harmless from any and all damages to persons or property that may arise from or be caused by the construction, maintenance or use of said pole line, and shall particularly pay the grantor, his heirs, executors, administrators or assigns for any damage caused as aforesaid to his crops or property on said premises by said The Dayton Power & Light Company, its successors and assigns, or by its or their employees or agents

Should said pole line not be constructed by Aug 1, 1922, or within a reasonable time thereafter, or if the same shall be abandoned after it is constructed, then this conveyance shall be come void, and the rights hereby granted shall cease and terminate.

The grantor, for himself and his heirs, executors, administrators and assigns, covenants with the grantee, its successors and assigns, that he is the true and lawful owner of said premises and has full power to convey the rights hereby conveyed, and that he does warrant and will defend the same against the claims of all persons whomsoever.

Said poles to be set so that the center of said poles will be 12 inches from the right of way of said railroad company.

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

IN WITNESS WHEREOF, the said Geo. H. Statler and-- has hereunto subscribed his name this 6 th day of July, 1922.

Signed and acknowledged in the presence of

Wm. Freshour

Geo. H. Statler

Walter J. Schemmel

STATE OF OHIO, COUNTY OF MIAMI, SS:

Be it remembered, that on this 6 th day of July, in the year of our Lord One Thousand Nine hundred and twenty two, before me, the subscriber, a Notary Public in and for said County, personally came George H. Statler the grantor in the foregoing Deed and acknowledged the signing thereof to be his voluntary act and deed for the uses and purposes therein mentioned.

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

Seal, Wm. Freshour

Notary Public

The Dayton Power & Light Company,  
approved, Law Department 11/1 1922

Received Nov. 6, 1922 at 8:30 A.M.  
Recorded Nov. 7, 1922

Fee \$1.25

Transfer not Necessary  
T. B. Radabaugh Auditor  
A. E. Sinks Deputy.

A. G. Eidemiller Recorder  
Edna Wright Deputy

R/W Form 1  
Title  
Revised 1-2-28--C

(Title sheet blank)

Sheet 1 of 5 sheets.

R/W Form 5  
Metes and Bounds  
Adopted 10-15-26  
Revised 3-1-27--B

EASEMENT FOR HIGHWAY PURPOSES

Sheet 2 of 5 sheets.

KNOW ALL MEN BY THESE PRESENTS: That Geo. H. Statler, the Grantor, for and in consideration of the sum of fifteen hundred and seventy-five Dollars (\$1575.00) and for other good and valuable considerations to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Miami County, Ohio, Concord & Washington Township, Section 5 & 32, Town T5 & T6, Range 6, and bounded and described as follows:

## PARCEL NO. 13

Beginning at a point in the west edge of the present road, same being in the property line between Alice Foster and Geo. H. Statler, and at right angles to and 19.8 feet from Station 156+29 in the center line of survey made by the Department of Highways; thence in a northerly direction running with and binding on the said west edge of the present road a distance of 2591 feet to a point, said point being at right angles to and 19.8 feet from Station 182+20 in the said center line of survey; thence continuing along said west edge of the present road 1796 feet to a point, said point being at right angles to and 17.3 feet from Station 200+16, thence continuing along said west edge of the present road 1350 feet to a point in the property line between Geo. W. and Anna Guerten and Geo. H. Statler, said point being at right angles to and 19.3 feet from Station 213+66 in the center line of survey; thence in a westerly direction running with and binding on the said property line between Geo. W. & Anna Guerten and Geo. H. Statler, a distance of 20.7 feet to a point, same being at right angles to and 40 feet from Station 213+66 in the said center line of survey; thence in a southerly direction parallel to and 40 feet from the said center line of survey a distance of 5737 feet to a point in the property line between Alice Foster and Geo. H. Statler; thence in an easterly Direction running with and binding on the last named property line a distance of 20.2 feet to the place of beginning.

as shown by plans on file in the office of the Department of Highways and Public Works, Division of Highways, Columbus, Ohio.

It is understood that the strip of land above described is not to be in excess of ... feet in width, except as hereinafter stipulated on sheet ..., and contains 2.756 acres, more or less, of which the present road occupies ... acres, more or less.

R/W Form 5  
Metes and Bounds  
Adopted 10-15-26  
Revised 3-1-27--B

EASEMENT FOR HIGHWAY PURPOSES

Sheet 3 of 5 sheets.

KNOW ALL MEN BY THESE PRESENTS: That Geo. H. Statler, the Grantor, for and in consideration hereinbefore set forth and for other good and valuable considerations to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Miami County, Ohio, Washington Township, Section 29, Town 6, Range 6, and bounded and described as follows:

## PARCEL NO. 20

Beginning at a point in the west edge of the present road, same being in the property

D 197 - 386

line between The B. & O. R. R. and Geo. H. Statler, and at right angles to and 22.3 feet from Station 250+14, in the center line of survey made by the Department of Highways; thence in a northerly direction running with and binding on the said west edge of the present road a distance of 992 feet to a point in the property line between Mary Y. Weymire and Geo. H. Statler, said point being at right angles to and 22.3 feet from Station 259+90 in the said center line of survey; thence in a westerly direction running with and binding on the said property line between Mary Y. Weymire and Geo. H. Statler, a distance of 7.7 feet to a point, same being at right angles to and 30 feet from Station 259+90 in the said center line of survey; thence in a southerly direction parallel to and 30 feet from the said center line of survey a distance of 390 feet to a point, said point being at right angles to and 22.3 feet from Station 256+00, thence in a westerly direction at right angles to said center line a distance of 5 feet; thence in a southerly direction parallel to and 35 feet from the said center line of survey a distance of 586 feet to a point in the property line between The B. & O. R. R. and Geo. H. Statler; thence in a southeasterly direction running with and binding on the last named line a distance of 19 feet to the place of beginning, as shown by plans on file in the office of the Department of Highways and Public Works, Division of Highways, Columbus, Ohio.

It is understood that the strip of land above described is not to be in excess of ... feet in width, except as hereinafter stipulated on sheet ..., and contains 0.239 acres, more or less, of which the present road occupies ... acres, more or less.

R/W Form 5  
Notes and Bounds  
Adopted 10-15-26  
Revised 3-1-27--B

EASEMENT FOR HIGHWAY PURPOSES

Sheet 4 of 5 sheets.

KNOW ALL MEN BY THESE PRESENTS: That Geo. H. Statler, the Grantor, for and in consideration hereinbefore set forth and for other good and valuable considerations to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Miami County, Ohio, Washington Township, Section 32 & 29, Town 6, Range 6, and bounded and described as follows:

PARCEL NO. 19

Beginning at a point in the east edge of the present road, same being in the property line between Miami County and Geo. H. Statler, and at right angles to and 11.3 feet from Station 227+47 in the center line of survey made by the Department of Highways; thence in a northerly direction running with and binding on the said east edge of the present road a distance of 1400 feet to a point, said point being at right angles to and 15.3 feet from Station 241+47 in the said center line of survey; thence continuing along said east side of the present road 608 feet to a point, said point being at right angles to and 15.3 feet from Station 247+55, said point also being in the westerly right of way line of the B. & O. R.R.; thence in a southeasterly direction running with and binding on the said property line between the B. & O. R. R. and Geo. H. Statler, a distance of 56 feet to a point, same being at right angles to and 39 feet from Station 247+04 in the said center line of survey; thence in a southerly direction parallel to and 39 feet from the said center line of survey a distance of 1957 feet to a point in the property line between Miami County and Geo. H. Statler; thence in a westerly direction running with and binding on the last named property line a distance of 27.7 feet to the place of beginning.

as shown by plans on file in the office of the Department of Highways and Public Works,

Division of highways, Columbus, Ohio.

It is understood that the strip of land above described is not to be in excess of ... feet in width, except as hereinafter stipulated on sheet ..., and contains 1.139 acres, more or less, of which the present road occupies .. acres, more or less.

R/W Form 7  
Acknowledgment  
Revised 1-2-28--C

Sheet 5 of 5 sheets.

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

And the said Grantor, for himself and his heirs, executors and administrators, hereby covenants with the said Grantee, its successors and assigns that he is the true and lawful owner of said premises, 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 manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Minnie S. Statler, wife of said George H. Statler hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Geo. H. Statler and Minnie S. Statler, his wife, have hereunto set their hands, this 19th day of April in the year of our Lord one thousand nine hundred and twenty-eight.

Signed and sealed in the presence of:

H. N. Lilley  
Dorothy Gilmore

Geo. H. Statler  
Minnie S. Statler

STATE OF OHIO, )  
Miami County. )

Before me, a Notary Public in and for said County and State, personally appeared the above named Geo. H. Statler and Minnie S. Statler, his wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal, at Lima, Ohio, this 19th day of April, A. D. 1928.

(NOTARIAL SEAL)

H. N. Lilley  
Notary Public in and for Miami County

O. E. September 29, 1928  
D. D. Kessler, Auditor

Received September 29, 1928 at 12 M.  
Recorded October 5, 1928. Fee 2.50 ✓

Wm. S. Rogers, Recorder  
Anna L. Kellar, Deputy

See Release recorded in BK OR 2 No 955 4/8/12 John S. Callahan & Robt. Stewart

Notes and Bounds 1-5-47 Dead 83006 Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
BOOK 332 PAGE 121 EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That Minnie S. Statler

\_\_\_\_\_, the grantor

for and in consideration of the sum of Twenty two thousand forty-eight & 80/100 Dollars (\$22,048.80) and for other good and valuable considerations to her paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do she hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes in, upon and over the lands hereinafter described, including loss of direct access as hereinafter provided, situated in Miami County, Ohio, Washington/Concord Township, Section 32/5, Town 6N/5W, Range 6E/6E, and bounded and described as follows:

PARCEL NO. 28 LA

Being a parcel of land lying on the right and left side of the centerline of a survey, made by the Department of Highways, and recorded in Book 6, Page 56, of the records of Miami County and being located within the following described points in the boundary thereof:

Beginning at a point on the Grantor's southerly property line in said Section 5 in Concord Township on the westerly right of way line 110 feet left of Station 649 plus 41.80 of a survey of U. S. Route 25, in Miami County, Section 4.29, made in 1954, by the Department of Highways, State of Ohio; thence, northerly with the westerly right of way line, on a curve with a radius of 11,569.16 feet and parallel to the centerline curve to the right to a point 110 feet left of Station 655 plus 00; thence, northerly on a chord to a point 120 feet left of Station 657 plus 00; thence, northerly on a curve with a radius of 11,579.16 feet and parallel to the centerline curve to the right to a point 120 feet left of Station 666 plus 15.85; thence, northerly to a point 130 feet left of Station 668 plus 00; thence, northerly to a point 110 feet left of Station 674 plus 00; thence, northerly, to a point 110 feet left of Station 677 plus 00; thence, northerly passing into said Section 32, Washington Township, to a point 140 feet left of Station 681 plus 00; thence, northerly to a point on the Grantor's northeasterly property line and also on the southwesterly right of way line of the B. & O. Railroad 140 feet left of Station 684 plus 66.7; thence, southeasterly with said property line and along said right of way line passing through the centerline of proposed U. S. Route 25 at Station 682 plus 54.9 to a point on the easterly right of way line of proposed U. S. (cont. on the other side)

It is understood that the strip of land above described contains 17.83 acres, more or less, exclusive of the present road which occupies 0.00 acres, more or less.

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

In consideration of the sum of Twenty two thousand forty-eight & 80/100 Dollars (\$22,048.80), hereinbefore mentioned, I, do hereby specifically waive and release any and all right or rights of direct access, or claims thereof, to the present highway improvement to be constructed, or to the ultimate highway improvement to be constructed in the future, as called for by the plans herein referred to, and the execution of this conveyance shall act automatically as a waiver to the State of Ohio in the elimination of any direct access to said highway either for present or future construction.

It is further understood and agreed that the consideration for Parcel No. 28 LA, in addition to the limitation of access as provided above, includes compensation for land taken and all damages accruing from the taking of said Parcel No. 28 LA.

E. R. Turner Minnie S. Statler  
Ralph M. Given

Grantor \_\_\_\_\_



Route 25, 140 feet right of Station 680 plus 43.1; thence, southerly with said right of way line to a point 140 feet right of Station 680 plus 00; thence, southerly passing into said Section 5, Concord Township, to a point 110 feet right of Station 677 plus 00; thence, southerly to a point 110 feet right of Station 674 plus 00; thence, southerly to a point 125 feet right of Station 668 plus 00; thence, southerly to a point 115 feet right of Station 666 plus 15.85; thence, southerly on a curve with a radius of 11,344.16 feet parallel to the centerline curve to the right to a point 115 feet right of Station 654 plus 00; thence, southerly on a chord to a point 110 feet right of Station 652 plus 00; thence, southerly on a curve with a radius of 11,349.16 feet and parallel to the centerline curve to the right to a point on the Grantor's southerly property line 110 feet right of Station 650 plus 00.20; thence, westerly with said property line, passing through the centerline of proposed U. S. Route 25 at Station 649 plus 71 to the place of beginning.

It is understood that the structure located at Station 662 plus 19 may be used as an underpass with the connecting fence and other work within the right of way being subject to the approval of the State Highway Department.

H/W Form 5-L.A.  
Metes and Bounds  
1-6-47

Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets

EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That Minnie S. Statler  
\_\_\_\_\_, the grantor \_\_\_\_\_

for and in consideration of the sum of Twenty Thousand, Three Hundred Twenty-four & 16/100

Dollars (\$20,324.16) and for other good and valuable considerations to her paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do es hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes in, upon and over the lands hereinafter described, including loss of direct access as hereinafter provided, situated in Miami County, Ohio, Washington/Concord Township, Section s 32/5, Town 6N/5N, Range 6E/6E, and bounded and described as follows:

PARCEL NO. 28 A1A

Being a parcel of land lying on the right and left side of the centerline of a survey, made by the Department of Highways, and recorded in Book 6, Page 56, of the records of Miami County and being located within the following described points in the boundary thereof:

Beginning at a point on the Grantor's southwesterly property line, on the southeasterly right of way line of proposed U.S. Route 25, and on the northeasterly right of way line of the B. & O. Railroad 130 feet right of Station 681 plus 67.0 of a survey of proposed U.S. Route 25 in Miami County, Section 4.29, made in 1951 by the Department of Highways, State of Ohio; thence, northwesterly with said property line and along said right of way line, passing through the centerline of survey of proposed U.S. Route 25 at Station 683 plus 63.7, to a point on the northwesterly right of way line of proposed U.S. Route 25, 120 feet left of Station 685 plus 45.2; thence, northerly with said right of way line to a point 120 feet left of Station 688 plus 50; thence, northerly to a point 170 feet left of Station 690 plus 00; thence, northwesterly to a point 480 feet left of Station 693 plus 50; thence, northerly to a point 550 feet left of Station 695 plus 00; thence, northeasterly to a point 140 feet left of Station 691 plus 00 of a survey of existing U.S. Route 25, made in conjunction with the aforementioned survey of proposed U.S. Route 25; thence, northerly to a point 100 feet left of Station 693 plus 00; thence, northerly to a point 65 feet left of Station 696 plus 32.77; thence, easterly to the Grantor's easterly property line at Station 696 plus 32.77; thence, with the Grantor's property line and along the centerline of existing U.S. Route (continued on back)

It is understood that the strip of land above described contains 26.96 acres, more or less, exclusive of the present road which occupies 2.58 acres, more or less.

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

In consideration of the sum of Twenty Thousand, Three Hundred Twenty-four & 16/100 Dollars (\$20,324.16), hereinbefore mentioned, I do hereby specifically waive and release any and all right or rights of direct access, or claims thereof, to the present highway improvement to be constructed, or to the ultimate highway improvement to be constructed in the future, as called for by the plans herein referred to, and the execution of this conveyance shall act automatically as a waiver to the State of Ohio in the elimination of any direct access to said highway either for present or future construction.

BOOK 332 PAGE 1

In addition to the litigation of access as provided above, the deed conveys a right of way for land taken and all damages accruing from the taking of said Parcel

B. R. Turner Minnie S. Statler  
Joseph M. Given

Grantor \_\_\_\_\_

25 at Station 696 plus 21.53 to Station 659 plus 50; thence, westerly to a point on the existing right of way line 30 feet left of Station 659 plus 50; thence, northwesterly to a point 60 feet left of Station 660 plus 50; thence, northwesterly to a point 65 feet left of Station 663 plus 50; thence, northwesterly to a point 95 feet left of Station 665 plus 00; thence, northwesterly to a point 170 feet left of Station 667 plus 00; thence, northwesterly to a point 170 feet right of Station 686 plus 30 of the proposed U.S. Route 25 survey; thence, southwesterly to a point 130 feet right of Station 685 plus 00; thence, southerly to the place of beginning.

R/W Form A

Sheet.....of.....sheets.

### Easement for Highway Purposes

KNOW ALL MEN BY THESE PRESENTS:

That..... Minnie S. Statler .....

....., the Grantor.....  
for and in consideration of the sum of..... Twenty-five & no/100 .....

Dollars (\$.....25.00.....) and for other good and valuable considerations to.....cash..... paid by the

State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do.es. hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described,

situated in..... Miami .....County, Ohio,..... Washington .....Township,

Section..... 22 ....., Town..... 6 N ....., Range..... 6 E .....,

and bounded and described as follows:

PARCEL No.....28.....

Being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, and recorded in Book 6, Page 56, of the records of Miami County and being located within the following described points in the boundary thereof:

Beginning at a point in the Grantor's easterly property line at Station 696 plus 32.77 of a survey of existing Route 25 made in conjunction with the survey of proposed U.S. Route 25 in Miami County, Section 4.29, made in 1954 by the Department of Highways, State of Ohio; thence, westerly to a point 65 feet left of Station 696 plus 32.77; thence, northerly to a point on the Grantor's northerly property line, 30 feet left of Station 697 plus 10.0; thence, easterly with said property line to the Grantor's/easterly property corner at Station 696 plus 72.85; thence, southeasterly with the Grantor's easterly property line and the centerline of U.S. Route 25 to the place of beginning.

It is understood that the strip of land above described contains 0.05 acres, more or less, exclusive of the present road which occupies 0.05 acres, more or less.

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

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

And the said Grantor....., for...herself.....and.....her.....heirs, executors, and administrators, hereby covenant...& with the said Grantee, its successors and assigns that...she...is.....the true and lawful owner..... of said premises, and...is.....lawfully seized of the same in fee simple, and ha...s..... good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that...she..... will warrant and defend the same against all claims of all persons whomsoever.

~~And for the consideration aforesaid xxx Minnie S. Statler xxx unmarried widow xxx~~

~~xxx hereby relinquish xxx to said Grantee, its successors and assigns, all right xxx expectancy of Dower in xxx the above described premises xxx~~

IN WITNESS WHEREOF Minnie S. Statler, an unmarried widow,

have hereunto set her hand, the 17th day of November, in the year of our Lord one thousand nine hundred and fifty-five

Signed and sealed in presence of:

*S. R. Turner*  
*Ralph M. Given*

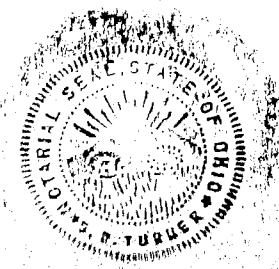
*Minnie S. Statler*  
Minnie S. Statler

STATE OF OHIO,  
Miami COUNTY

This Instrument was prepared by  
OHIO DEPARTMENT OF HIGHWAYS  
- Jos. M. Bowen -

ss.:

Before me, a Notary Public in and for said County and State, personally appeared the above named Minnie S. Statler, an unmarried widow, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.



IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Piqua, Ohio, this 17th day of November, A. D. 1955.

*S. R. Turner*

My Commission expires, 19

S. R. TURNER Notary Public  
in and for the State of Ohio  
My Commission Expires 9-22-56

This Instrument was prepared by  
OHIO DEPARTMENT OF HIGHWAYS  
- Jos. M. Bowen -

13-1



\* 20120R-07652 \*

# RECEIVED

JUN 08 2012

**MIAMI COUNTY  
AUDITOR**

MIAMI COUNTY RECORDER  
JOHN S ALEXANDER

**20120R-07652**

PRESENTED FOR RECORD  
MIAMI COUNTY, TROY, OHIO  
06/08/2012 11:00:21AM

ODOT RE63-1  
Rev. 05/2011  
Mod.06/2012

RECORDS 1  
RECORDING FEE 120.00  
PAGES: 13

## RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENT, THAT pursuant to the Ohio Revised Code §5511.07 the State of Ohio, Department of Transportation, does hereby vacate and release the described portion of the limited access easement for highway purpose, acquired by the State of Ohio on the 17th day of November, 1955, as recorded in Book 332 Page 124, in the County Recorder's Office, Miami County, Ohio, and further identified and described as follows:

**MIA 25 - 4.29**  
**STATE PARCEL NO. 28EL**  
*See Attached Exhibit*

The vacation and release of the described area of Parcel 28EL, found no longer needed for highway purposes, shall not be interpreted or construed to waive or in any manner affect or invalidate any remaining portion of roadway right-of-way lying outside of the above referenced parcel description; nor, does this action diminish, impair, or limit in any way the right of any public utility to use or occupy any portion of the described area.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of June, 2012.

*Jerry Wray / WC.*  
Jerry Wray, Director  
Ohio Department of Transportation

STATE OF OHIO )  
) ss:  
COUNTY OF SHELBY )

Before me, a Notary Public in and for said county and state, personally appeared Wayne Callahan, acting as a duly authorized agent of Jerry Wray, Director of Transportation of the State of Ohio; and, he has executed this instrument on behalf of the State of Ohio by authority of Ohio Revised Code §5501.31, and said signature is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Official Seal in Sidney, Ohio this 5th day of June, 2012.



*Ann M. Althaus*  
Notary Public  
ANN M. ALTHAUS  
NOTARY PUBLIC • STATE OF OHIO  
Recorded in Shelby County  
My commission expires Nov. 13, 2012

THIS DOCUMENT PREPARED BY:  
ODOT DISTRICT SEVEN PLANNING & ENGINEERING  
REAL ESTATE - PROPERTY MANAGEMENT  
FORM PRESCRIBED BY THE ATTORNEY GENERAL

OR VOL 0276 PAGE 955

**EXHIBIT A**

RX 310 E

Ver. Date 12/27/11

PID

**PARCEL 28-EL  
MIA-25-4.29  
EXCESS LAND**

The Director of Transportation has determined the following described real estate to be excess land. Pursuant to law (R.C. 163.59, R.C. 5501.34 and other applicable statutes) such excess land may be (1) acquired from a willing seller by the State of Ohio, for the use and benefit of the Department of Transportation, although such excess land may not be appropriated, or (2) disposed of by the Director of Transportation.

[Surveyor's description of the premises follows]

**RIGHT OF WAY VACATION PARCEL**

Situate in Section 32, Township 6 North, Range 6 East, Washington Township, and Section 5, Township 5 North, Range 6 East, Concord Township, Miami County, Ohio and being a part of easement parcel 28ALA acquired by the Ohio Department of Transportation pursuant to plan MIA-25-4.29 of 1955 and recorded in Volume 332, Page 124 with fee ownership in the name of Christian Statler Smart Heirs LLC, an Ohio Limited Liability Company as recorded in OR Volume 20, Page 279 at the time of this survey and being more fully described as follows, with bearings based upon grid north in the South Zone of the Ohio State Plane coordinate system NAD83(Cors96), WGS84, Geoid09 as determined by a survey performed by the Ohio Department of Transportation in August, 2011:

Commencing for reference at a MAG nail found at the southwest corner of said Section 32, thence along the south line of said section and the south line of Washington Township as shown in Miami County Survey Records Volume 48, Page 86, North 89° 59' 40" East for a distance of 3938.86 feet to a 5/8" iron pin set on the existing westerly limited access right of way of County Road 25A and the **True Point of Beginning** for the parcel described herein said point being 199.59 feet left of station 184+19.74 ;

All stations and offsets are referenced to the centerline of County Road 25A unless specified otherwise.

Thence along the said existing limited access line North 45° 25' 34" West for a distance of 781.97 feet to a MAG nail found and replaced by a 5/8" iron pin set 508.33 feet left of station 191+46.97;

WL 0276 PAGE 956

**EXHIBIT A**

RX 310 E

Thence leaving the existing limited access right of way line to be vacated and along the new limited access right of way line the following five courses:

North 72° 51' 45" East for a distance of 405.02 feet to a 5/8" iron pin set 105.00 feet left of station 191+10.00;

South 20° 16' 45" East for a distance of 410.27 feet to a 5/8" iron pin set 120.00 feet left of station 187+00.00;

South 24° 37' 17" East for a distance of 295.42 feet to a 5/8" iron pin set 105.00 feet left of station 184+00.00;

South 23° 40' 46" East for a distance of 194.36 feet to a 5/8" iron pin set 85.00 feet left of station 182+00.00, passing into the said Section 5 and Concord Township, crossing the section and township line at a distance of 16.10 feet;

South 13° 23' 53" East for a distance of 157.12 feet to a 5/8" iron pin set 87.08 feet left of station 180+38.01;

Thence leaving the new limited access right of way and along the existing limited access right of way line to be vacated the following three courses:

North 25° 42' 21" West for a distance of 150.04 feet to a 6" diameter concrete monument found 117.38 left of station 181+90.42;

North 37° 51' 21" West for a distance of 207.42 feet to a 6" diameter concrete monument found 189.09 left of station 183+96.11;

North 45° 25' 34" West for a distance of 24.40 feet to the **True Point of Beginning**.

It is understood that the above described area contains 4.202 acres, more or less, all of which is P.R.O. with 3.872 acres lying in Washington Township, Section 32 and 0.330 acres lying in Concord Township, Section 5 and subject to all easements or restrictions of record and it is also understood that this description is intended to vacate the right of way only within the described area and to modify the limited access right of way as described.

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**EXHIBIT A**

RX 310 E

UTILITY EASEMENT RETAINED BY THE STATE OF OHIO

It is further understood that the above described area is subject to a perpetual utility easement for the purpose of an electric transmission line with said easement being 10.00 feet in width on each side of and parallel to the following described centerline for a total width of 20.00 feet;

Commencing for reference at a MAG nail set at the intersection of the centerlines of Interstate Route 75, station 696+18.14, and County Road 25A, station 201+13.14;

Thence along the centerline of County Road 25A South 22° 22' 28" East for a distance of 1003.14 feet to a MAG nail set at station 191+10.00;

Thence at right angles to said centerline South 67° 37' 32" West for a distance of 105.00 feet to a 5/8" iron pin set on the new limited access right of way line of County Road 25A said point being 105.00 feet left of station 191+10.00;

Thence along the new limited access right of way South 72° 51' 45" West for a distance of 171.15 feet to a point and the **True Point of Beginning** for the utility easement centerline described herein said point being 275.43 feet left of station 191+25.62;

Thence along said easement centerline South 45° 35' 38" West for a distance of 56.22 feet to a point being 327.55 feet left of station 191+04.53;

Thence along the utility easement centerline South 47° 44' 15" West for a distance of 145.95 feet to a point on the old limited access right of way line and the end point of the said centerline said point being 468.56 feet left of station 190+53.52.

The above described easement encumbers an area of 0.095 acres, more or less, and will be retained by the State of Ohio for the use and benefit of the Ohio Department of Transportation and its successors.

All references to recorded documents above refer to those recorded in the Miami County, Ohio Recorder's Office.

Iron pins as described above are 30 inch long 5/8" inch diameter reinforcing rod with a 2 inch diameter aluminum cap stamped "OHIO DEPARTMENT OF TRANSPORTATION" unless noted otherwise.

VIL 0276 PAGE 958

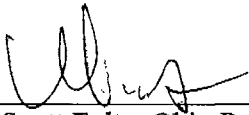
**EXHIBIT A**

Page 4 of 4

RX 310 E

Rev. 06/09

The description for parcel 28-EL above was calculated and derived from a survey done in August, 2011 under the direct supervision of Wm. Scott Fultz, Ohio Registered Surveyor Number 7227 as recorded in Volume \_\_\_\_, Page \_\_\_\_ of the plat records of the Miami County, Ohio Recorder.



12/27/11

Wm. Scott Fultz, Ohio Professional Surveyor #7227



WL 0276 PAGE 959



Southwest corner of Section 32, Miami County, Ohio, as shown on the plat of the road, and the plat of the improvement of said road.

**BASIS FOR BEARINGS.**

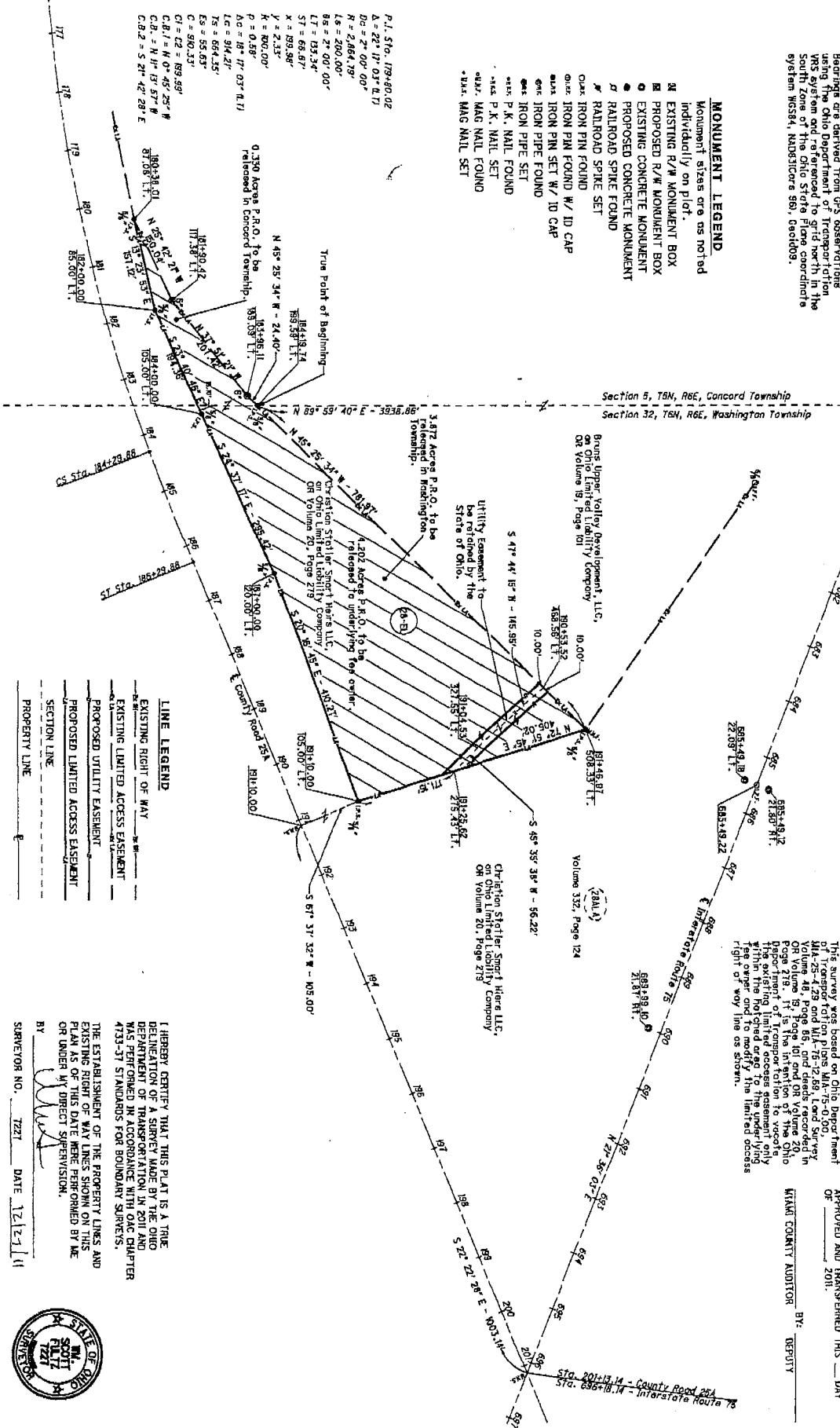
ALL BEARINGS SHOWN ARE FOR PROJECT USE ONLY. Bearings are derived from GPS observations using the Ohio Department of Transportation WRS system and referenced to grid north in the South Zone of the Ohio State Plane coordinate system NAD83, NAD83/State 589, (660809).

**MONUMENT LEGEND**

- Monument sizes are as noted individually on plot.
- EXISTING R/W MONUMENT BOX
- PROPOSED R/W MONUMENT BOX
- EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT
- ✦ RAILROAD SPIKE FOUND
- ✦ RAILROAD SPIKE SET
- ✦ IRON PIN FOUND
- ✦ IRON PIN SET
- ✦ IRON PIPE FOUND
- ✦ IRON PIPE SET
- ✦ P. K. NAIL FOUND
- ✦ P. K. NAIL SET
- ✦ M.A.G. NAIL FOUND
- ✦ M.A.G. NAIL SET

**MIA-25-4.29**

SECTION 32, 16N, R6E - SECTION 5, 15N, R6E  
WASHINGTON TOWNSHIP - CONCORD TOWNSHIP  
MIAMI COUNTY, OHIO



**MONUMENT INFORMATION**  
This survey was based on monumentation in the Ohio Department of Transportation Plans MIA-25-4.29 and MIA-75-12.69 along with other monuments found as shown.

**PERTINENT INFORMATION**  
This survey was based on Ohio Department of Transportation Plans MIA-75-0.00, MIA-25-4.29 and MIA-75-12.69, Land Survey Volume 66, Page 85, of the Ohio Department of Transportation, Volume 20, Page 219. It is the intention of the Ohio Department of Transportation to vacate the existing limited access easement only for the purpose of widening the roadway. The owner and I do not intend to modify the limited access right of way line as shown.

**LINE LEGEND**

	EXISTING RIGHT OF WAY
	EXISTING LIMITED ACCESS EASEMENT
	PROPOSED UTILITY EASEMENT
	PROPOSED LIMITED ACCESS EASEMENT
	SECTION LINE
	PROPERTY LINE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE DEPARTMENT OF TRANSPORTATION IN FIELD AND WAS PERFORMED IN ACCORDANCE WITH CHAPTER 4733-37 STANDARDS FOR BOUNDARY SURVEYS.

THE ESTABLISHMENT OF THE PROPERTY LINES AND EXISTING RIGHT OF WAY LINES SHOWN ON THIS PLAN AS OF THIS DATE WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION.

BY:

SURVEYOR NO. 7227 DATE 12/21/11



PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
MIAMI COUNTY RECORDER'S RECORD OF PLATS  
MIAMI COUNTY RECORD THIS DAY OF \_\_\_\_\_ M.  
2011 AT \_\_\_\_\_ M.  
FILE NO. \_\_\_\_\_ FEES \_\_\_\_\_

MIAMI COUNTY RECORDER BY: \_\_\_\_\_ DEPUTY  
APPROVED AND TRANSFERRED THIS DAY OF \_\_\_\_\_ 2011.

MIAMI COUNTY AUDITOR BY: \_\_\_\_\_ DEPUTY

0963094 912070A

RECEIVED

JUN 08 2012

MIAMI COUNTY  
AUDITOR

**DIRECTORS JOURNAL ENTRY**

07-MIA-2012-01

WASHINGTON TOWNSHIP AND CONCORD TOWNSHIP

MIAMI COUNTY

INTERSTATE ROUTE 75 AT COUNTY ROAD 25A (FORMERLY US ROUTE 25)

In accordance with the Ohio Revised Code §5511.01, §5511.02 and §5511.07, and the Ohio Department of Transportation Project Development Process (PDP), I hereby certify the proposed vacation of easement interest and modification of the limited access right-of-way at the Interstate Route 75 interchange with County Road 25A (formerly US Route 25) in Washington Township and Concord Township, Miami County, Ohio.

**VACATION OF EASEMENT INTEREST  
AND  
MODIFICATION OF LIMITED ACCESS RIGHT-OF-WAY**

The Director of Transportation has determined that in the southeast quadrant of the Interstate Route 75 interchange with County Road 25A, a 4.202 acre parcel of easement interest with limitation of access is no longer needed for highway purpose. In 1955, the State of Ohio acquired from Minnie S. Statler, Parcel 28ALA, containing 26.96 acres, for Project MIA 25-4.29 as recorded in the Miami County Recorder's office in Deed Book 332, Page 124. Now therefore, a portion of Parcel 28ALA, referred to as Parcel 28E, may be vacated to the underlying fee owner and the associated limited access right-of-way is hereby modified to reflect this vacation, as described in the attached Exhibit A: MIA 25-4.29 Parcel 28E Easement Release Parcel.

1 of 2  
(not including Exhibit)

This action does not impact the right of any public utility to continue to use or occupy the area.

*Jerry Wray / W.C.*  
Jerry Wray  
Director Department of Transportation

STATE OF OHIO            )  
  ) ss:  
COUNTY OF SHELBY    )

Before me, a Notary Public in and for said county and state, personally appeared Wayne Callahan, acting as a duly authorized agent of Jerry Wray, Director of Transportation of the State of Ohio; and, he has executed this instrument on behalf of the State of Ohio by authority of Ohio Revised Code §5501.31, and said signature is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Official Seal, in Sidney, Ohio this 5<sup>th</sup> day of June, 2012.

*Ann M. Althaus*  
\_\_\_\_\_  
Notary Public  
**ANN M. ALTHAUS**  
**NOTARY PUBLIC - STATE OF OHIO**  
Recorded in Shelby County  
My commission expires Nov. 13, 2012

VOL 0276 PAGE 962



THIS DOCUMENT PREPARED BY:  
ODOT DISTRICT SEVEN PLANNING & ENGINEERING  
REAL ESTATE - PROPERTY MANAGEMENT  
FORM PRESCRIBED BY THE ATTORNEY GENERAL

**EXHIBIT A**

Page 1 of 4

RX 310 E

Rev. 06/09

Ver. Date 12/27/11

PID

**PARCEL 28-EL  
MIA-25-4.29  
EXCESS LAND**

The Director of Transportation has determined the following described real estate to be excess land. Pursuant to law (R.C. 163.59, R.C. 5501.34 and other applicable statutes) such excess land may be (1) acquired from a willing seller by the State of Ohio, for the use and benefit of the Department of Transportation, although such excess land may not be appropriated, or (2) disposed of by the Director of Transportation.

[Surveyor's description of the premises follows]

**RIGHT OF WAY VACATION PARCEL**

Situate in Section 32, Township 6 North, Range 6 East, Washington Township, and Section 5, Township 5 North, Range 6 East, Concord Township, Miami County, Ohio and being a part of easement parcel 28ALA acquired by the Ohio Department of Transportation pursuant to plan MIA-25-4.29 of 1955 and recorded in Volume 332, Page 124 with fee ownership in the name of Christian Statler Smart Heirs LLC, an Ohio Limited Liability Company as recorded in OR Volume 20, Page 279 at the time of this survey and being more fully described as follows, with bearings based upon grid north in the South Zone of the Ohio State Plane coordinate system NAD83(Cors96), WGS84, Geoid09 as determined by a survey performed by the Ohio Department of Transportation in August, 2011:

Commencing for reference at a MAG nail found at the southwest corner of said Section 32, thence along the south line of said section and the south line of Washington Township as shown in Miami County Survey Records Volume 48, Page 86, North 89° 59' 40" East for a distance of 3938.86 feet to a 5/8" iron pin set on the existing westerly limited access right of way of County Road 25A and the **True Point of Beginning** for the parcel described herein said point being 199.59 feet left of station 184+19.74 ;

All stations and offsets are referenced to the centerline of County Road 25A unless specified otherwise.

Thence along the said existing limited access line North 45° 25' 34" West for a distance of 781.97 feet to a MAG nail found and replaced by a 5/8" iron pin set 508.33 feet left of station 191+46.97;

YBL 0276 PAGE 963

**EXHIBIT A**

RX 310 E

Thence leaving the existing limited access right of way line to be vacated and along the new limited access right of way line the following five courses:

North 72° 51' 45" East for a distance of 405.02 feet to a 3/8" iron pin set 105.00 feet left of station 191+10.00;

South 20° 16' 45" East for a distance of 410.27 feet to a 3/8" iron pin set 120.00 feet left of station 187+00.00;

South 24° 37' 17" East for a distance of 295.42 feet to a 3/8" iron pin set 105.00 feet left of station 184+00.00;

South 23° 40' 46" East for a distance of 194.36 feet to a 3/8" iron pin set 85.00 feet left of station 182+00.00, passing into the said Section 5 and Concord Township, crossing the section and township line at a distance of 16.10 feet;

South 13° 23' 53" East for a distance of 157.12 feet to a 3/8" iron pin set 87.08 feet left of station 180+38.01;

Thence leaving the new limited access right of way and along the existing limited access right of way line to be vacated the following three courses:

North 25° 42' 21" West for a distance of 150.04 feet to a 6" diameter concrete monument found 117.38 left of station 181+90.42;

North 37° 51' 21" West for a distance of 207.42 feet to a 6" diameter concrete monument found 189.09 left of station 183+96.11;

North 45° 25' 34" West for a distance of 24.40 feet to the **True Point of Beginning**.

It is understood that the above described area contains 4.202 acres, more or less, all of which is P.R.O. with 3.872 acres lying in Washington Township, Section 32 and 0.330 acres lying in Concord Township, Section 5 and subject to all easements or restrictions of record and it is also understood that this description is intended to vacate the right of way only within the described area and to modify the limited access right of way as described.

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**EXHIBIT A**

RX 310 E

UTILITY EASEMENT RETAINED BY THE STATE OF OHIO

It is further understood that the above described area is subject to a perpetual utility easement for the purpose of an electric transmission line with said easement being 10.00 feet in width on each side of and parallel to the following described centerline for a total width of 20.00 feet;

Commencing for reference at a MAG nail set at the intersection of the centerlines of Interstate Route 75, station 696+18.14, and County Road 25A, station 201+13.14;

Thence along the centerline of County Road 25A South 22° 22' 28" East for a distance of 1003.14 feet to a MAG nail set at station 191+10.00;

Thence at right angles to said centerline South 67° 37' 32" West for a distance of 105.00 feet to a 3/8" iron pin set on the new limited access right of way line of County Road 25A said point being 105.00 feet left of station 191+10.00;

Thence along the new limited access right of way South 72° 51' 45" West for a distance of 171.15 feet to a point and the **True Point of Beginning** for the utility easement centerline described herein said point being 275.43 feet left of station 191+25.62;

Thence along said easement centerline South 45° 35' 38" West for a distance of 56.22 feet to a point being 327.55 feet left of station 191+04.53;

Thence along the utility easement centerline South 47° 44' 15" West for a distance of 145.95 feet to a point on the old limited access right of way line and the end point of the said centerline said point being 468.56 feet left of station 190+53.52.

The above described easement encumbers an area of 0.095 acres, more or less, and will be retained by the State of Ohio for the use and benefit of the Ohio Department of Transportation and its successors.

All references to recorded documents above refer to those recorded in the Miami County, Ohio Recorder's Office.

Iron pins as described above are 30 inch long 3/8" inch diameter reinforcing rod with a 2 inch diameter aluminum cap stamped "OHIO DEPARTMENT OF TRANSPORTATION" unless noted otherwise.

VOL 0276 PAGE 965

**EXHIBIT A**

Page 4 of 4

RX 310 E

Rev. 06/09

The description for parcel 28-EL above was calculated and derived from a survey done in August, 2011 under the direct supervision of Wm. Scott Fultz, Ohio Registered Surveyor Number 7227 as recorded in Volume \_\_\_\_, Page \_\_\_\_ of the plat records of the Miami County, Ohio Recorder.



12/27/11

Wm. Scott Fultz, Ohio Professional Surveyor #7227



VOL 0276 PAGE 966

Southwest corner of Section 32, T6N, R6E, Washington Township, Miami County, Ohio, as shown on the Ohio Department of Transportation VRS system and referenced to grid north in the south zone of the Ohio State Plane coordinate system NAD83, MAD83, and S81, GEOID83.

**BASIS FOR BEARINGS:**

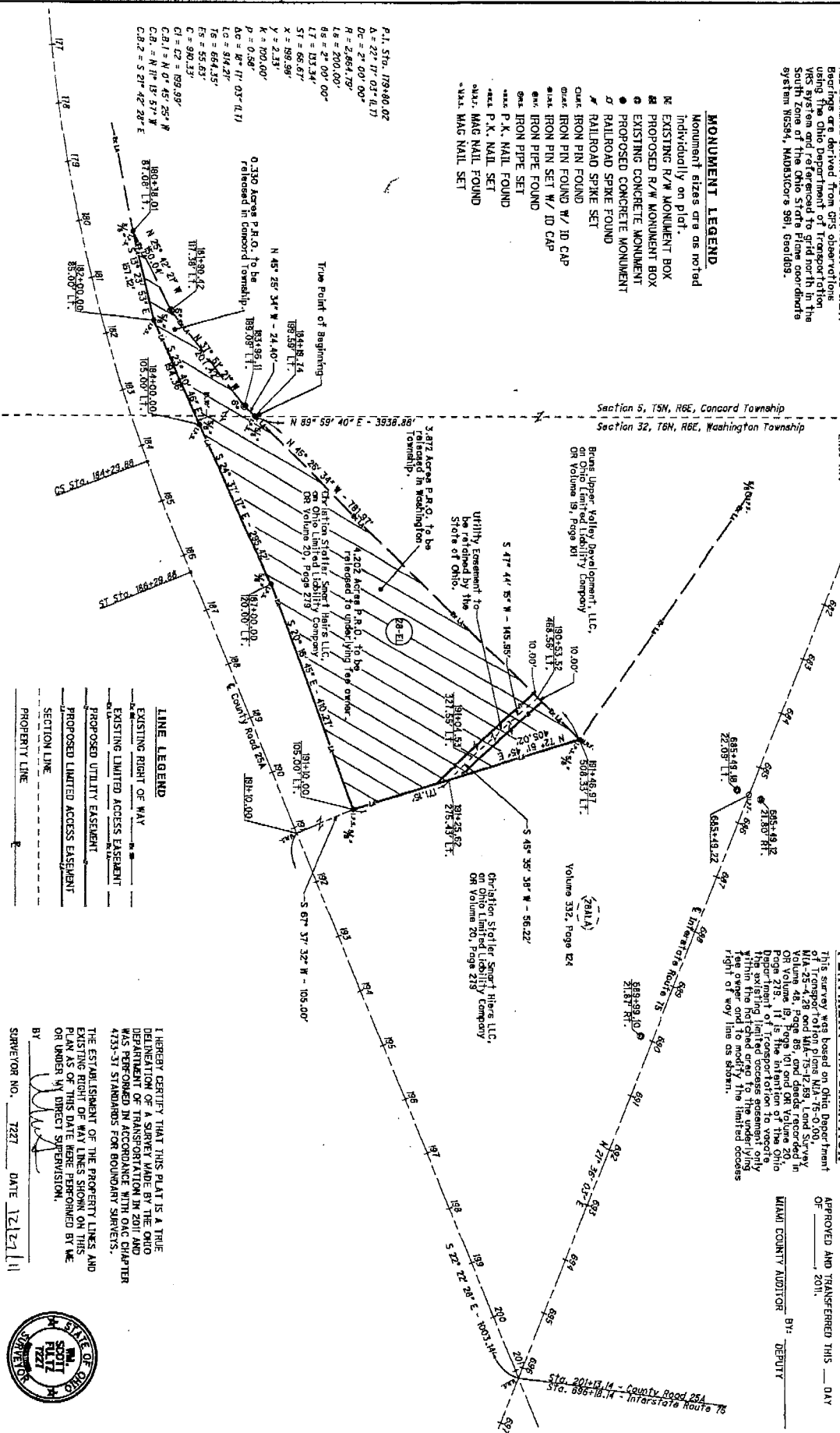
ALL BEARINGS SHOWN ARE FOR PROJECT USE ONLY. Bearings are derived from GPS observations using the Ohio Department of Transportation VRS system and referenced to grid north in the south zone of the Ohio State Plane coordinate system NAD83, MAD83, and S81, GEOID83.

**MONUMENT LEGEND**

- Monument sizes or as noted individually on plot.
- R EXISTING R/W MONUMENT BOX
- PROPOSED R/W MONUMENT BOX
- EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT
- RAILROAD SPIKE SET
- RAILROAD SPIKE FOUND
- IRON PIN FOUND W/ ID CAP
- IRON PIN SET W/ ID CAP
- IRON PIPE FOUND
- IRON PIPE SET
- P.K. NAIL FOUND
- P.K. NAIL SET
- MAG NAIL FOUND
- MAG NAIL SET

**MIA-25-4.29**

SECTION 32, T6N, R6E - SECTION 5, T5N, R6E  
WASHINGTON TOWNSHIP - CONCORD TOWNSHIP  
MIAMI COUNTY, OHIO



**PERTINENT INFORMATION**

This survey was based on Ohio Department of Transportation plans MIA-75-0-00, MIA-25-4-28 and MIA-75-12-59, Land Survey Volume 48, Page 89, and data recorded in Ohio Department of Transportation Volume 48, Page 89, and on the Ohio Department of Transportation to locate the existing limited access easement only within the proposed right-of-way. The right-of-way line is shown.

**MONUMENT INFORMATION**

This survey was based on monumentation as shown on the Ohio Department of Transportation plans MIA-75-0-00 and MIA-75-12-59 along with other monuments found as shown.

- LINE LEGEND**
- EXISTING RIGHT OF WAY
  - EXISTING LIMITED ACCESS EASEMENT
  - PROPOSED UTILITY EASEMENT
  - PROPOSED LIMITED ACCESS EASEMENT
  - SECTION LINE
  - PROPERTY LINE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE DELINEATION OF A SURVEY MADE BY THE OHIO DEPARTMENT OF TRANSPORTATION IN 2011 AND WAS PERFORMED IN ACCORDANCE WITH OAC CHAPTER 4733-51 STANDARDS FOR BOUNDARY SURVEYS. THE ESTABLISHMENT OF THE PROPERTY LINES AND EXISTING RIGHT OF WAY LINES SHOWN ON THIS PLAN AS OF THIS DATE WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION.

BY: *[Signature]*  
SURVEYOR NO. 7227 DATE 12-17-11



PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
MIAMI COUNTY RECORDER'S RECORD OF PLATS RECEIVED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011 AT \_\_\_\_\_ M.  
FILE NO. \_\_\_\_\_ FEES \_\_\_\_\_

MIAMI COUNTY RECORDER BY \_\_\_\_\_ DEPUTY  
APPROVED AND TRANSFERRED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011.

MIAMI COUNTY AUDITOR BY \_\_\_\_\_ DEPUTY

L96389D 912010A



BOOK 332 PAGE 128 AGREEMENT FOR CHANNEL CHANGE  
ROUTE No. 25, Section 4.29, Miami County

ARTICLES OF AGREEMENT

These articles of agreement entered into this 17 day of November 1955

by Minnie S. Statler and the Department of Highways, State of Ohio, Witnesseth:

That Minnie S. Statler, for and in consideration of the sum of Three & no/100 Dollars (\$ 3.00) to her paid by the State of Ohio, does hereby grant permission to said State of Ohio to use the hereinafter described portion of her premises for the purpose of excavating and completing a channel change for at Bridge No. in connection with the above proposed improvement; the Grantor further agrees to permit the State of Ohio to perform such maintenance and repair operations on said channel change as may be necessary to protect the highway, and further, the Grantor for the consideration hereinbefore named, releases the State of Ohio from and waives all damages of every kind and nature whatsoever arising from or in any manner growing out of the aforesaid channel change or said maintenance and repair operations necessary to protect said highway. The said channel change is to be made on the following described premises: Situated in the State of Ohio, County of Miami Concord/Washington Township, Section 5/32, Town 5N/6W, Range 6E/6E, and more fully described as follows:

Parcel No. 28 X

Being three parcels of land lying on the right and left sides (Parcel No. 28 X, right side; Parcel No. 28 Y1, left side; Parcel No. 28 Y2, left side) of the centerline of a survey, made by the Department of Highways, and recorded in Book 56, Page 56, of the records of Miami County and being located within the following described points in the boundary thereof:

PARCEL NO. 28 X

Beginning at a point on the easterly right of way line of proposed U.S. Route 25, 115 feet right of Station 662 plus 70 of a survey of proposed U.S. Route 25, in Miami County, Section 4.29, made in 1954 by the Department of Highways, State of Ohio; thence, northerly with said right of way line on a curve with a radius of 11,344.16 feet and parallel to the centerline curve to the right, to a point 115 feet right of Station 663 plus 70; thence, easterly to a point 160 feet right of Station 663 plus 70; thence, southerly to a point 160 feet right of Station 663 plus 70; thence, southwesterly to the place of beginning. Containing 0.90 acre, more or less.

PARCEL NO. 28 Y1

Beginning at a point on the westerly right of way line of proposed U.S. Route 25, at a point 120 feet left of Station 660 plus 90 of a survey of proposed U.S. Route 25, in Miami County, Section 4.29, made in 1954 by the Department of Highways, State of Ohio; thence, northwesterly to a point 150 feet left of Station 661 plus 00; thence, northerly to a point 150 feet left of Station 661 plus 30; thence, northeasterly to a point 120 feet left of Station 661 plus 60; thence, southerly on a curve with a radius of 11,579.16 feet and parallel to the centerline curve to the right to the place of beginning. Containing 0.04 acre, more or less.

PARCEL NO. 28 Y2

Beginning at a point on the westerly right of way line of proposed U.S. Route 25, 120 feet left of Station 682 plus 65 of a survey of proposed U.S. Route 25 in Miami County, Section 4.29, made in 1954 by the Department of Highways, State of Ohio; thence, northwesterly to a point 200 feet left of Station 683 plus 65; thence, northerly to a (continues on back)

IN WITNESS WHEREOF, said Minnie S. Statler and

has hereunto set her hand the 17 day of November

in the year of our Lord One thousand nine hundred and fifty-five.

Signed and sealed in the presence of:

B. R. Turner  
Ralph M. Green

Minnie S. Statler

This instrument was recorded by  
OHIO DEPARTMENT OF HIGHWAYS  
J. M. Brown

(over)

point 255 feet left of Station 684 plus 00; thence, southeasterly to a point on the westerly right of way line 140 feet left of Station 683 plus 80; thence, southerly with said right of way line to the place of beginning. Containing 0.21 acre, more or less.

TRANSFER NOT NECESSARY.

3/14 1956  
RUTH E. GRAHAM, Auditor  
MIAMI COUNTY, OHIO

12/29/55  
227

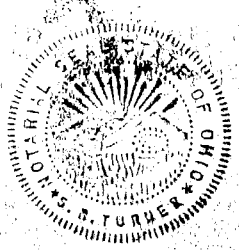
STATE OF OHIO

COUNTY OF Miami ss:

Before me, a Notary Public, in and for said County and State, personally appeared the above named Minnie S. Statler and

who acknowledged that she did sign the foregoing instrument and that the name is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Piqua Ohio, this 17 day of November, A. D. 1955.



4.90  
RECEIVED  
11:59 Clock A.M.  
MAR 14 1956  
RECORDED 3-21-56 IN RECORD BOOK 332 PAGE 124  
HORACE C. CROMER  
Recorder, Miami County, Ohio

S. R. Turner  
Notary Public  
in and for the State of Ohio  
My Commission Expires

S. R. TURNER Notary Public  
in and for the State of Ohio  
My Commission Expires 9-22-56

This Instrument was prepared by  
OHIO DEPARTMENT OF HIGHWAYS  
- Jca. M. Bowen -

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Minnie Statler

(husband and wife — unmarried) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do, does hereby grant and convey unto the said Pioneer Rural Electric Cooperative, Inc. its successors and assigns, forever, the right of way and easement, subject to legal highways, for a line for the transmission and/or distribution of electrical energy thereover, for any and all purposes for which electrical energy is now, or may hereafter, be used, with the right to construct, relocate, maintain and use or remove said line and appurtenances subject to the following conditions hereafter contained, over and across the following premises: Situate in the West half of Section 32, Town 6, Range 6 E. Washington Township, Miami County, Ohio.

Anything herein to the contrary notwithstanding, this right of way shall revert to the Grantor in case the Grantee, its successors and assigns, shall discontinue using it for the purposes for which it is granted. It is mutually agreed between the parties hereto that all new electric service on the farm shall be served by Pioneer Rural Electric Cooperative, Inc., but this provision hereof shall not require the Grantor to use electric service of the Grantee in case of new service.

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, maintaining and removing ~~poles~~ poles or other support, and wires, and transmitting and distributing appliances, with all necessary braces, guys, anchors and transformers and stringing upon or removing from such ~~poles~~ poles, or other supports, or supporting therefrom, or placing in such ~~poles~~ lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees or other objects which at any time in the opinion of the grantee herein may interfere or threaten to interfere with the proper use and/or maintenance and successful operation of such lines,

The center line of said line shall be approximately along the following course: (no restrictions unless written in) Center line of poles to be one foot from fence on Statler Property along the route as follows: West along property line between Statler, Underwood, Stewart and Knoll

(Continued on reverse side)  
Pioneer Rural Electric Cooperative, Inc. its successors and assigns, agrees to pay any actual damages, which may arise to crops and fences, from the construction, maintenance, repair or removal of such line or structures.

It is further agreed that failure of said Pioneer Rural Electric Cooperative, Inc., its successors and assigns or any of them, to enter upon said tract or parcel of land or any part thereof, or to exercise any of the rights and privileges hereby granted and conveyed shall not work a forfeiture or abandonment of the rights and privileges hereby granted and conveyed, in whole or in part nor shall any such failure to enter upon said tract or parcel of real estate above described be constituted as a surrender of any of the rights and privileges hereby granted and conveyed.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

(None)

The acceptance of this conveyance by Pioneer Rural Electric Cooperative, Inc. shall operate as an agreement by it for itself, its successors and assigns to all the terms and conditions thereof and it and they shall be bound by it.

IN WITNESS WHEREOF, the undersigned have set their hands this 28th day of March, 19 56

SIGNED AND ACKNOWLEDGED IN PRESENCE OF

(Witness) B. P. Turner (Signed) Minnie Statler  
(Witness) Mildred Statler (Signed) \_\_\_\_\_  
TRANSFER NOT NECESSARY

STATE OF OHIO,  
COUNTY OF Miami, ss.

3-29 19 56  
RUTH E. GRAHAM, Notary  
MIAMI COUNTY, OHIO

Be it remembered, that on this 28th day of March 19 56, personally appeared before me, the undersigned, a Notary Public in and for said county, the above named Minnie Statler

her grantors in the foregoing grant, and acknowledged the execution thereof to be her

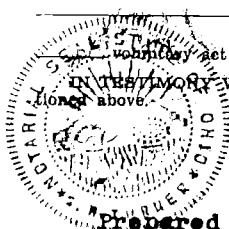
act and deed.  
IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

B. P. Turner  
Notary Public

State of Ohio ~~\_\_\_\_\_~~

Prepared by Carl B. Felger  
Atty at Law, Piqua, Ohio.

Set Deliquit recorded in Maga  
Book 20 Page 548, 19  
JANET E. LAM, RECORDER August 5,  
Dorothy



P332-377

... Baltimore and Ohio Railroad East property line. South along property line between Statler and East property line of Baltimore and Ohio Railroad for a distance of approximately 1745 feet. At this point line to turn to the Southeast across State Highway property along property line between Statler and State Highway to existing Route 25.

Anchor and stub pole locations described as follows: At the junction point of Statler, Knoll and Baltimore and Ohio Railroad property guys to continue West across Baltimore and Ohio Railroad property to a pole on the Statler land and an anchoring location twenty-five (25') feet from fence between Statler and Railroad property. At a point approximately 1725 feet from above mentioned location where line proceeds Southeast an anchoring location approximately 50 feet in line, and an anchoring location to Northwest across Baltimore and Ohio Railroad property where there is installed a stub pole and anchor location. The anchoring location lying at an angle to the West property line fence between Statler and Railroad property, anchoring locations to be approximately 6 feet from fence on Statler property.

There are to be installed on Statler property only seventeen (17) poles and three (3) anchoring locations.

Grantee further agrees to indemnify and hold harmless the Grantor from injury or damages to third parties or their property occasioned by its use and maintenance of this right of way easement.

1.40  
RECEIVED  
1 1/2 O'Clock P.M.  
MAR 20 1956  
RECORDED 4-4-56  
BOOK 332 PAGE 377  
HURSE  
Recorder, Miami

See affidavit in Deed Book 55, Page 67, James E. Cain, Recorder, Bureau of Deeds, Dayton, Ohio, Sept 24 1951

FORM 622—OHIO WARRANTY DEED.—Short Form.

TUTBLANX REGISTERED U.S. PAT. OFFICE  
Tuttle Law Print, Publishers, Rutland, Vt.

# Know all Men by these Presents

That Lester J. George and Thelma F. George, husband and wife,  
of Miami County, Ohio,  
in consideration of One Dollar (\$1.00) and other valuable considerations,  
to them in hand paid by James A. Davis and Hellen I. Davis  
75#1, Covington, Ohio,  
do hereby Grant, Bargain, Sell and Convey  
to the said James A. Davis and Hellen I. Davis, jointly, their heirs and assigns, and  
to the survivor of them, his or her separate heirs and  
assigns forever, the following described Real Estate, situate in the Village  
of Covington in the County of Miami

26106

Misc. BOOK 20 PAGE 548

R E L E A S E

State Route No. I-75 Section 12.69(5.30) Miami County

Invoice No. 4418

KNOW ALL MEN BY THESE PRESENTS, That Pioneer Rural Electric Cooperative, Inc., a corporation organized and existing under the laws of the State of Ohio, for and in consideration of the sum of Eight Thousand Eight Hundred Ninety-Five and 81/100 (\$8,895.81), and other valuable considerations, receipt of which is hereby acknowledged, does hereby convey and release, to the State of Ohio, for highway purposes, any and all rights it may have in the following described land, subject, however, to the right hereby retained to construct, operate, and maintain electric lines crossing thereover; situated in Miami County, Concord Township, Town 5 North, Range 6 East and Washington Township, Town 6 North, Range 6 East

and being all the lands within the highway right of way limits between Stations 170 + 90 and 179 + 75, and Stations 213 + 66.98 and 215 + 50.16, in the centerline of survey of State Route No. I-75, Section 12.69, Miami County, Ohio, as shown by plans on file with the Director of Transportation, Columbus, Ohio,

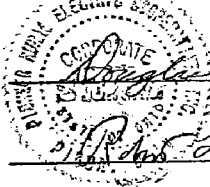
and further releases the State of Ohio from any and all claims for compensation and damages growing out of the rearrangement of the said company's plant to conform to the improvement of said highway.

Grantor's rights herein released and conveyed to the State of Ohio were acquired under instrument recorded in the Recorder's Office of Miami County, Ohio, in Deed Volume 332, Page 377, and Deed Volume 332, Page 457.

IN WITNESS WHEREOF, said Pioneer Rural Electric Cooperative, Inc. has caused its corporate name to be subscribed and its corporate seal to be affixed by its President and Secretary, this 26 day of July, 1983.

In Presence Of:

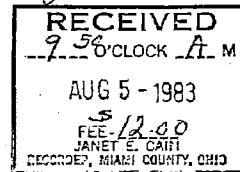
PIONEER RURAL ELECTRIC COOPERATIVE, INC.

  
Douglas Haar  
Roy G. Meltz

BY Warner Bensman  
President  
Roy G. Meltz  
Secretary

(SEAL)

STATE OF OHIO :  
: ss  
COUNTY OF Miami :



Before me, a Notary Public, in and for said County, personally appeared Warner Bensman, President, and Roy G. Meltz, Secretary, of Pioneer Rural Electric Cooperative, Inc., the corporation which executed the foregoing instrument, who acknowledged that the seal affixed and said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such President and Secretary, and that said instrument is the free and corporate act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Piqua, Ohio this 26 day of July, 1983.



R. F. Sanders  
Notary Public

R. F. SANDERS  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires Nov. 29, 1987

This instrument was prepared  
for the Department of  
Transportation by  
Gerald P. White  
Real Estate Supervisor

Misc. BOOK 20 PAGE 549

KNOW ALL MEN BY THESE PRESENTS

THAT Jean S. Beachler, As Trustee For The Minnie S. Statler Trust

Grantor(s) for valuable considerations to them paid by The Dayton Power and Light Company, Courthouse Plaza Southwest, Dayton, Ohio 45401 (hereinafter called "Grantee"), do(es) hereby GRANT, BARGAIN, SELL AND CONVEY unto The Dayton Power and Light Company, its successors and assigns forever, a right of way and easement for lines for the transmission and/or distribution of electric energy and/or for any and all purposes for which electric energy is now, or may hereafter be used, together with the right to construct thereon, either underground or overhead, all poles, lines, structures, wires, cables, conduits, manholes, anchors, grounding systems, communication circuits, fiber optic cables, equipment, and all other appurtenances which in the judgement of the Grantee are necessary or incidental to the use of said right of way and easement; and the right to add to, construct, reconstruct, erect, operate, repair, maintain, use, remove or replace such facilities at any time, subject to the conditions hereinafter contained, in, over, upon, under and through the following described premises, viz:

Situated in Washington Township, Miami County, State of Ohio

And being a tract of land containing 46.55 acres, more or less, situated in part of fractional Section 29, Town 6, Range 6 East and being a tract of land containing 94.74 acres, more or less, situated in part of the southeast quarter of Section 30, Town 6, Range 6 East and being a tract of land containing 18.0 acres, more or less, situated in part of the northeast quarter of Section 31, Town 6, Range 6 East and being two (2) tracts of land containing 4.75 acres and 47.83 acres, more or less, situated in part of fractional Section 32, Town 6, Range 6 East and being a part of the premises described in a Certificate of Transfer of Real Estate recorded in Volume 364, Page 521 of the Deed Records of Miami County, Ohio.

Said right of way and easement shall be 10 and 25 feet in width and the centerline shall be approximately along the course identified on Exhibit "A" attached hereto and made a part hereof.

The Right of Way shall be used only for the purpose described within this document. At such time Grantee ceases using the property for said purpose described herein, all rights and title to said easement shall revert to Grantor.

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

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

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

Grantee, its successors and assigns, shall reimburse Grantor(s) for the removal of any marketable hard wood species. The method, removal and reimbursement of said species, shall be mutually agreed upon by both Grantee and Grantor.

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

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

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

**TRANSFER NOT NECESSARY**

May 1, 1978  
CHRIS A. PEEPLES, AUDITOR  
MIAMI COUNTY, OHIO

with 0620012000 55.40

In the event that any road should be widened or relocated so that its right of way extends onto the Grantee's right of way and easement herein provided for, Grantee may, but shall not be required to relocate or reconstruct its facilities so that Grantee's facilities as relocated or reconstructed are contained within Grantee's right of way as relocated so that the centerline of said right of way shall not be more than five (5) feet and 12 and one-half (12-1/2) off the road right of way as widened or relocated.

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

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

IN WITNESS WHEREOF, the Grantor(s) have hereunto subscribed their names this 11 day of April, 1998.

Signed and acknowledged in the presence of:

WITNESSES

Sherril L. Ritchie  
(WITNESS SIGNATURE)

Sherril L. Ritchie  
(PRINT NAME)

Mary Jane Plank  
(WITNESS SIGNATURE)

MARY JANE PLANK  
(PRINT NAME)

GRANTOR(S)

Jean S. Beachler Trustee  
Jean S. Beachler, As Trustee For The Minnie S. Statler Trust

Presented For Record		1998-05-01 03:28:32 PM	
Book No.	Page	Miami County, Troy, Ohio	
DOCUMENT # 0238912			
No. Pages 3			
Rec. Fee 18.00			
References 0.00			
Total 18.00			
John M. O'Brien Miami County Recorder			

STATE OF OHIO, COUNTY OF MIAMI, SS:

Before me, a Notary Public in and for said County and State, personally appeared Jean S. Beachler, As Trustee For The Minnie S. Statler Trust

the Grantor(s) in the foregoing Instrument, and acknowledged the signing thereof to be her/their voluntary act and deed. In testimony thereof, I have hereunto set my hand and seal, this 11 day of April, 1998.

Caroline Schneider  
Notary Public

CAROLINE SCHNEIDER  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 03/31/2003

This Instrument Prepared By

Real Estate Services Department

The Dayton Power and Light Company

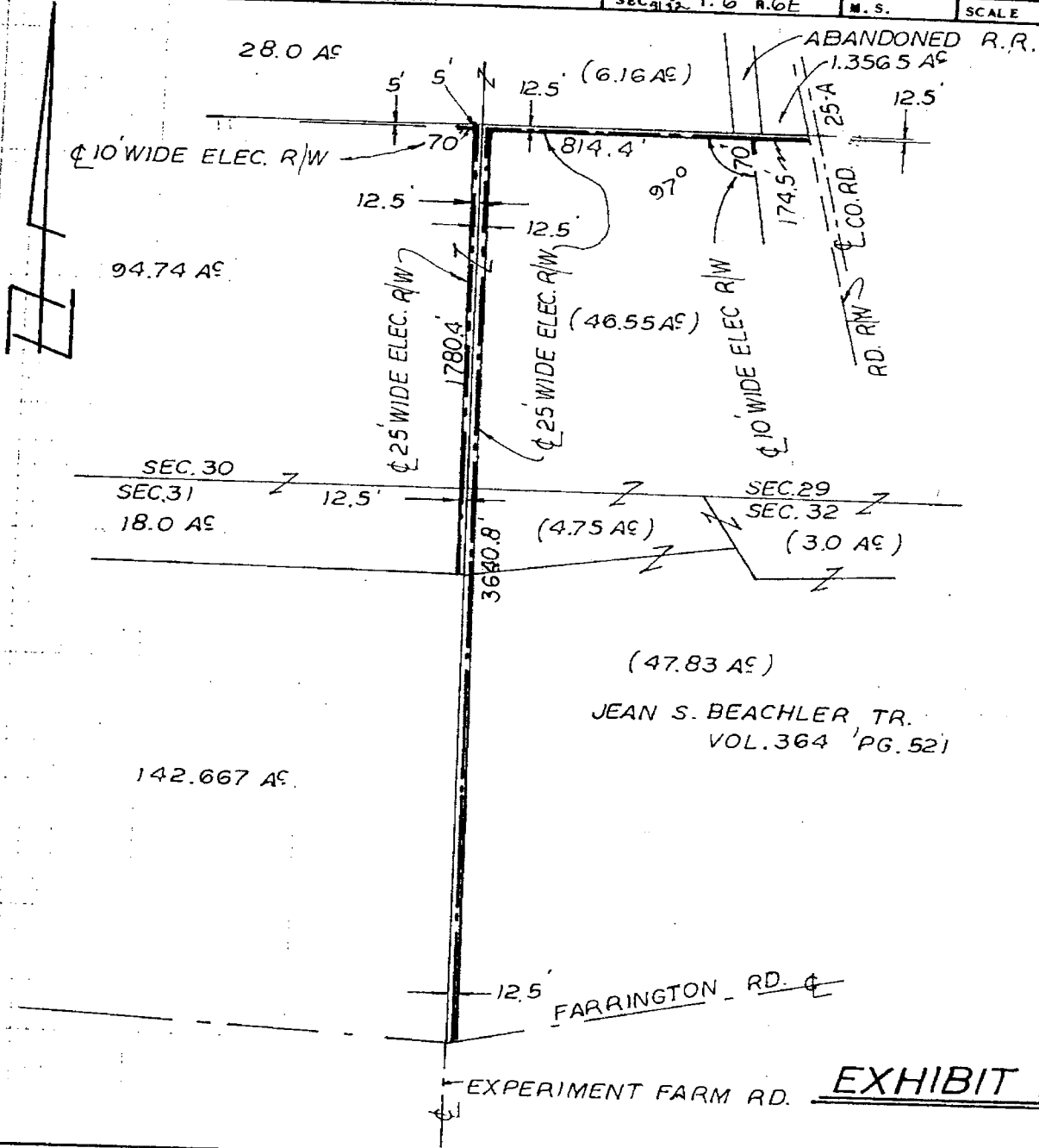
0004GLC  
8577jt

Project No. 39633



THE DAYTON POWER AND LIGHT COMPANY - LAND SURVEY

SURVEYED BY	OWNER	PROJ. NO.
DATE SURVEYED	JEAN S. BEACHLER, TR.	39633
DRAWN BY - YOUNG	LOCATION	SHEET OF SHEETS
CHECKED	AS SHOWN	GAS <input type="checkbox"/> ELECTRIC <input checked="" type="checkbox"/>
APPROVED	CORP. <input type="checkbox"/> TWP. <input checked="" type="checkbox"/> WASHINGTON	DATE 2-12-98
APPROVED	ACRES AS SHOWN	REV.
	SEC. 30 T. 6 R. 6E M. S.	SCALE 1"=500'



**TRANSFER NOT NECESSARY**

Sept. 1, 1998  
CHRIS A. PEEPLES, AUDITOR  
MIAMI COUNTY, OHIO

BOOK

*Deal*  
689 PAGE 486

ELECTRIC R/W  
TRANSMISSION

KNOW ALL MEN BY THESE PRESENTS

THAT Jean S. Beachler, As Trustee For The Minnie S. Statler Trust

Grantor(s) for valuable considerations to them paid by The Dayton Power and Light Company, Courthouse Plaza Southwest, Dayton, Ohio 45401 (hereinafter called "Grantee"), do(es) hereby GRANT, BARGAIN, SELL AND CONVEY unto The Dayton Power and Light Company, its successors and assigns forever, a right of way and easement for lines for the transmission and/or distribution of electric energy and/or for any and all purposes for which electric energy is now, or may hereafter be used, together with the right to construct thereon, either underground or overhead, all poles, lines, structures, wires, cables, conduits, manholes, anchors, grounding systems, communication circuits, fiber optic cables, equipment, and all other appurtenances which in the judgement of the Grantee are necessary or incidental to the use of said right of way and easement; and the right to add to, construct, reconstruct, erect, operate, repair, maintain, use, remove or replace such facilities at any time, subject to the conditions hereinafter contained, in, over, upon, under and through the following described premises, viz:

Situated in Concord Township, Miami County, State of Ohio

And being a tract of land containing 169.78 acres, more or less, situated in part of fractional Section 5, Town 5, Range 6 East and being a part of the premises described in a Certificate For Transfer Of Real Estate recorded in Volume 364, Page 521 of the Deed Records of Miami County, Ohio.

Said right of way and easement shall be 35 & 55 & 63 feet in width and the centerline shall be approximately along the course identified on Exhibit "A" attached hereto and made a part hereof.

The Right of Way shall be used only for the purpose described within this document. At such time Grantee ceases using the property for said purpose described herein, all rights and title to said easement shall revert to Grantor.

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

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

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

Grantee, its successors and assigns, shall reimburse Grantor(s) for the removal of any marketable hard wood species. The method, removal and reimbursement of said species, shall be mutually agreed upon by both Grantee and Grantor.

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

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

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

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

contained within Grantee's right of way as relocated so that the centerline of said right of way shall not be more than seventeen and one-half (17-1/2) feet and twenty-seven and one-half (27-1/2) feet and thirty-one and one-half (31-1/2) feet off the road right of way as widened or relocated.

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

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

IN WITNESS WHEREOF, the Grantor(s) have hereunto subscribed their names this 20<sup>th</sup> day of July, 1998.

Signed and acknowledged in the presence of:

WITNESSES

Mary Jane Black  
(WITNESS SIGNATURE)

Sharon R. [unclear]  
(PRINT NAME)

(WITNESS SIGNATURE)

(PRINT NAME)

(WITNESS SIGNATURE)

(PRINT NAME)

(WITNESS SIGNATURE)

(PRINT NAME)

GRANTOR(S)

Jean S. Beachler  
Jean S. Beachler, As Trustee For The Minnie S. Statler Trust

\_\_\_\_\_

1998-09-01 02:58:18 PM	Book No.	Page
Presented For Record	DOCUMENT # 0249194	
	No. Pages 3	
	Rec. Fee 18.00	
	References 0.00	
	Total 18.00	
	John M. O'Brien Miami County Recorder	

Miami County, Troy, Ohio

STATE OF OHIO, COUNTY OF MIAMI, SS:

Before me, a Notary Public in and for said County and State, personally appeared Jean S. Beachler, As Trustee For The Minnie S. Statler Trust

the Grantor(s) in the foregoing Instrument, and acknowledged the signing thereof to be her/their voluntary act and deed. In testimony thereof, I have hereunto set my hand and seal, this 20<sup>th</sup> day of July, 1998.

Daniel J. Patrizio  
Notary Public

DANIEL J. PATRIZIO, Notary Public  
In and for the State of Ohio  
My Commission Expires Jan. 1, 2002.

This Instrument Prepared By

Real Estate Services Department

The Dayton Power and Light Company

0004GLC  
8647jt

Project No. 39633

1873980

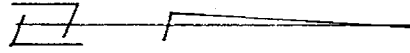
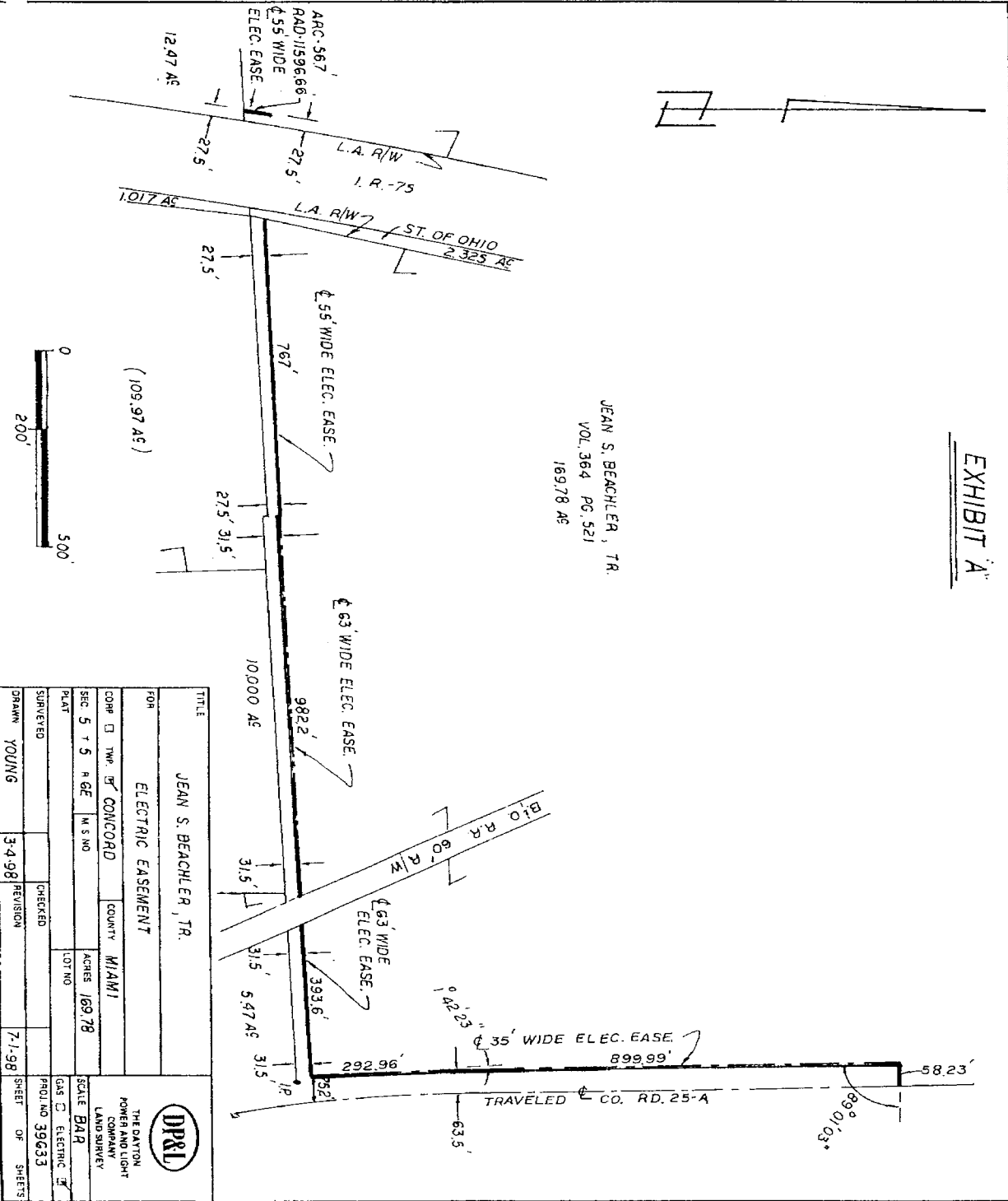


EXHIBIT A

JEAN S. BEACHLER, TR.  
VOL. 364 PG. 521  
169.78 AC



TITLE		JEAN S. BEACHLER, TR.	
FOR		ELECTRIC EASEMENT	
COMP	TWP.	CONCORD	COUNTY
MIAMI	MIAMI	MIAMI	MIAMI
ACRES	169.78	LOT NO.	
SCALE	BAR	GAS	ELECTRIC
PROJ. NO.	39633	SHEET	OF SHEETS
DRAWN	YOUNG	3-4-98	REVISION
7-1-98			

Sheet 3073

See Satisfaction of Easement recorded in Deed book 032 page 134  
Janet C. Cain, Recorder Jill Hank, deputy Jan. 31, 1992

yes  
BOOK 549 PAGE 860

988

IN THE COMMON PLEAS COURT OF MIAMI COUNTY, OHIO

DAVID L. WEIR  
DIRECTOR OF TRANSPORTATION  
STATE OF OHIO  
25 SOUTH FRONT STREET  
COLUMBUS, OHIO 43215

1092 \*

and

THE COUNTY OF MIAMI, OHIO  
COUNTY ADMINISTRATION BUILDING  
TROY, OHIO 45373

PLAINTIFFS,

CASE NO. 79-34

vs.

NEIL S. STATLER, TRUSTEE

JEAN S. BEACHLER, TRUSTEE

AMY S. GILFILLEN, TRUSTEE

NEIL S. STATLER

JEAN S. BEACHLER

AMY S. GILFILLEN

JAYNE STATLER BEACHLER

JILL STATLER BEACHLER

JINX STATLER BEACHLER

STATLER GILFILLEN

LISA GILFILLEN

LOREEN GILFILLEN

SUZANNE S. SHOEMAKER

CHRISTINA S. HAGEN

BARBARA CLAGGET

DEFENDANTS.

JUDGMENT ENTRY  
ON SETTLEMENT

It appears to the Court that the owners of the property, over which fee simple title and easements were appropriated in this action, have agreed with the Director of Transportation and the County of Miami, Ohio, upon the amount of compensation and damages due said owners by reason of said appropriation, and have agreed to accept and withdraw the amount of Five Thousand Five Hundred Dollars (\$5,500.00) in full payment thereof, said amount being the amount of the deposit herein, and do hereby release all claims for further compensation and damages, resulting from the construction and improvement of County Road 25A, Miami County, Ohio, or resulting from the appropriation of said property. Owners further release all past, present and future claims for interest on the above amount.

G

Common Pleas Court of Miami County  
Judgment Entry on Settlement  
Neil S. Statler, et al  
Case No. 79-34

It is further ORDERED, ADJUDGED and DECREED that the easement for railroad purposes described in the Amended Petition and Amended Resolution described therein as Parcel 14-D (Railroad) the same being more particularly described as follows:

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

Situated in Miami County, Ohio, Washington Township, Sections 29 and 32, Town 6 North, Range 6 East and more fully bounded and described as follows:

PARCEL NO. 14-D (RAILROAD)

AN EASEMENT FOR RAILROAD PURPOSES IN THE NAME AND FOR THE USE OF  
THE BALTIMORE AND OHIO RAILROAD COMPANY, ITS SUCCESSORS AND ASSIGNS  
FOR SO LONG AS IT CONTINUES TO BE USED FOR RAILROAD PURPOSES;  
UPON THE CESSATION OF SUCH USES, THE EASEMENT TO EXTINGUISH AND END

Being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Transportation, and recorded in Book 12, Page 79, of the records of Miami County and being located within the following described points in the boundary thereof:

Beginning at a point in the westerly right of way line of the Baltimore and Ohio Railroad being 30.00 feet left of and radially from Railroad Station 309 plus 44 and 115.46 feet left of and radially from Station 228 plus 84.42 in the centerline of Miami County Road 25A as recorded in Plat Book 12, Page 79, of the records of Miami County, said point also being 230 feet more or less north along the existing westerly right of way from the centerline of Peterson Road;

thence on a line curved to the left having a radius of 3789.83 feet a distance of 451.37 feet to an angle point, having a chord bearing North 26 degrees 26 minutes 15 seconds West 451.10 feet;

thence North 29 degrees 50 minutes 58 seconds West 629.57 feet to an angle point;

thence on a line curved to the right having a radius of 5759.65 feet a distance of 172.41 feet to an angle point having a chord bearing North 28 degrees 59 minutes 30 seconds West 172.41 feet;

thence North 25 degrees 42 minutes 56 seconds West 282.08 feet to an angle point;

thence North 25 degrees 44 minutes 50 seconds West 681.90 feet to a point in the existing westerly right of way line of the B & O Railroad;

thence along the existing westerly right of way line of the B & O Railroad curved to the left having a radius of 3310.80 feet a distance of 202.44 feet to an angle point having a chord bearing South 27 degrees 04 minutes 44 seconds East 202.41 feet;

thence South 28 degrees 49 minutes 50 seconds East 1031.02 feet along the existing westerly railroad right of way line to an angle point;

thence continuing on the existing westerly railroad right of way line curved to the right having a radius of 9519.34 feet a distance of 983.69 feet to the Place of Beginning having a chord bearing South 25 degrees 41 minutes 32 seconds East 983.25 feet, containing 1.20 acres, more or less, inclusive of the present road which occupies 0.27 acres, more or less.

This description is based on a survey made under the direction and supervision of Alden M. McGee, Registered Surveyor No. 5679.

TRANSFER NOT NECESSARY

1093

Feb 27 1980  
DALE E. J. MC GEE, AUDITOR  
MIAMI COUNTY, OHIO

1094

Common Pleas Court of Miami County  
 Judgment Entry on Settlement  
 Neil S. Statler, et al.  
 Case No. 79-34

The owners retain the rights of ingress and egress to relocated County Road 25-A across the 20 foot private drive, left of relocated County Road 25-A centerline Station 246+74, to and from the owners property.

be and the same hereby is duly vested in the Baltimore and Ohio Railroad Company its successors and assigns for so long as it continues to be used for railroad purposes, upon the cessation of such uses, the easement to extinguish and end, free and clear of all claims of the owners and any persons having an interest therein, to wit:

<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
Neil S. Statler, Trustee	
Jean S. Beachler, Trustee	
Amy S. Gilfillen, Trustee	
Neil S. Statler, Owner of Life Estate Interest	
Jean S. Beachler, Owner of Life Estate Interest	
Amy S. Gilfillen, Owner of Life Estate Interest	
Jayne Statler Beachler	2092 Charles Street Bexley Village Apartments, Apt. E Columbus, Ohio 43209
Jill Statler Beachler	10 Hopewood Drive Piqua, Ohio 45356
Jinx Statler Beachler	10 Hopewood Drive Piqua, Ohio 45356
Statler Gilfillen	174 East Mittoff Columbus, Ohio 43206
Lisa Gilfillen	710 Carruthers Drive Worthington, Ohio
Loreen Gilfillen	710 Carruthers Drive Worthington, Ohio
Suzanne S. Shoemaker	617 Sabel Palm Road Bay Point Miami, Florida 33137
Christina S. Hagen	12706 Mackinaw Drive Middletown, Kentucky 40203
Barbara Claggett	2500 South Warson Drive St. Louis, Missouri 63124
Treasurer of Miami County, Ohio	Troy, Ohio
Auditor of Miami County, Ohio	Troy, Ohio

Common Pleas Court of Miami County  
Judgment Entry on Settlement  
Neil S. Statler, et al  
Case No. 79-34

It is further ORDERED, ADJUDGED and DECREED that the fee simple title and easements for highway purposes, the channel easements, and the temporary easements described in the Amended Petition and Amended Resolution filed therein as Parcel No. 14-WD (Highway), Parcel No. 14-WD-1 (Highway), Parcel No. 14 (Highway), Parcel No. 14-A (Highway), Parcel No. 14-B (Highway), Parcel No. 14-C (Highway), Parcel No. 14-X (Channel), Parcel No. 14-X1 (Channel), Parcel No. 14-X2 (Channel), Parcel No. 14-X3 (Channel), Parcel No. 14-X-4 (Channel), Parcel No. 14-S (Sewer), Parcel No. 14-T (Temporary) and Parcel No. 14-T1 (Temporary), the same being more particularly described as follows:

**PARCEL NO. 14-WD (HIGHWAY)  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING  
LIMITATION OF ACCESS, IN THE NAME AND FOR THE USE OF THE  
COUNTY OF MIAMI, STATE OF OHIO, IN THE FOLLOWING  
DESCRIBED PROPERTY**

Being a parcel of land lying on the left side of the centerline of a survey made for the Miami County Engineer, and recorded in Book 12, Page 79, of the records of Miami County and being located within the following described points in the boundary thereof:

Beginning at a point in the easterly railroad property line and the southerly right of way line of Peterson Road being 62.32 feet right of and radially from Station 307 plus 02.44 in the Railroad Centerline said point also being 22.98 feet left of Station 225 plus 38.11 in the centerline of Miami County Road 25A Relocation;

*SOUTH*

thence 20 degrees 34 minutes 43 seconds East 154.00 feet along the existing easterly property line of the B & O Railroad to an angle point being 59.85 feet right of and radially from Railroad Station 305 plus 49.38 being 30.73 feet left of Station 224 plus 84.31 in the centerline of Miami County Road 25A Relocation;

thence south 20 degrees 44 minutes 19 seconds West 44.86 feet along the existing easterly Railroad property line to an angle point being 30.00 feet right of and radially from Railroad Station 305 plus 16.04 being 62.00 feet left of Station 224 plus 84.31 in the centerline of Miami County Road 25A Relocation;

thence on a line curved to the left having a radius of 10,228.28 feet a distance of 182.17 feet along the proposed easterly railroad property line to a point in the existing southerly right of way line of Peterson Road having a chord bearing North 21 degrees 23 minutes 29 seconds West 182.17 feet to a point being 30.00 feet right of and radially from Railroad Station 306 plus 97.68 and 55.42 feet left of Station 226 plus 34.20 in the centerline of Miami County Road 25A Relocation;

thence north 59 degrees 39 minutes 58 seconds East 32.67 feet along the southerly right of way line of Peterson Road to the Place of Beginning, containing 0.12 of an acre, more or less.

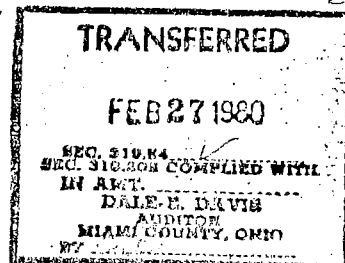
Owners retain rights of ingress and egress to and from any residual area.

The owners retain the rights of ingress and egress to relocated County Road 25-A across the 20 foot private drive, left of relocated County Road 25-A centerline Station 246+74, to and from the owners property.

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BOOK 549 PAGE 863





Common Pleas Court of Miami County  
 Judgment Entry on Settlement  
 Neil S. Statler, et al  
 Case No. 79-34

1096

PARCEL NO. 14-WD-1 (HIGHWAY)  
 ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING  
 LIMITATION OF ACCESS, IN THE NAME AND FOR THE USE OF THE  
 COUNTY OF MIAMI, STATE OF OHIO, IN THE FOLLOWING  
 DESCRIBED PROPERTY

Being a parcel of land lying on the left side of the centerline of a survey, made for the Miami County Engineer, and recorded in Book 12, Page 79, of the records of Miami County, and being located within the following described points in the boundary thereof:

Beginning at a point in the existing easterly railroad property line being 30.00 feet right of and radially from Railroad Station 309 plus 44 and 55.50 feet left of and radially from Station 228 plus 82.50 in the centerline of Miami County Road 25A Relocation as recorded in Plat Book 12, Page 79, of the records of Miami County said point also being 222 feet, more or less, north along the existing easterly railroad property line from the centerline of Peterson Road;

thence North 26 degrees 01 minute 04 seconds West 157.21 feet along the proposed easterly railroad property line to an angle point being 25 feet right of and radially from Station 311 plus 00, in the proposed railroad centerline and 56.58 feet left of and radially from Station 230 plus 41.26 in the centerline of Miami County Road 25A;

thence along the proposed easterly railroad property line curved to the left having a radius of 3844.83 feet a distance of 300.88 feet to a point 25 feet right of Station 313 plus 98.92 in the proposed railroad centerline and 54.87 feet left of and radially from Station 233 plus 45.05 in the centerline of Miami County Road 25A having a chord bearing North 27 degrees 36 minutes 28 seconds West 300.80 feet;

thence North 29 degrees 50 minutes 58 seconds West 629.57 feet along the proposed easterly railroad property line to a point 25 feet right of Station 320 plus 28.49 in the centerline of the proposed railroad relocation and 55.00 feet left of Station 239 plus 75 in the centerline of Miami County Road 25A Relocation;

thence along the proposed easterly railroad property line curved to the right having a radius of 5704.65 feet a distance of 450.26 feet to a point 25 feet right of Station 324 plus 80.72 in the proposed railroad centerline being 46.43 feet left of and radially from Station 244 plus 21.44 in the centerline of Miami County Road 25A Relocation having a chord bearing North 27 degrees 35 minutes 18 seconds West 450.14 feet;

thence North 23 degrees 51 minutes 44 seconds West 468.59 feet along the proposed easterly railroad property line to a point in the existing easterly railroad property line being 36.98 feet right of and radially from Station 329 plus 49.15 in the proposed railroad centerline and 71.10 feet left of and radially from Station 248 plus 80.47 in the centerline of Miami County Road 25A Relocation;

thence South 29 degrees 10 minutes 45 seconds East 200.30 feet along the existing easterly railroad property line to a point in the former westerly right of way line of the Miami and Erie Canal being 50.44 feet right of and radially from Station 327 plus 49.30 in the centerline of proposed railroad relocation being 32.91 feet left of and radially from Station 246 plus 87.31 in the centerline of Miami County Road 25A;

thence South 10 degrees 57 minutes 52 seconds East 22.70 feet along the former canal right of way line to an angle point being 44.81 feet right of and radially from Station 327 plus 27.31 in the centerline of the proposed railroad relocation being 36.61 feet left of and radially from Station 246 plus 65.18 in the centerline of Miami County Road 25A Relocation;

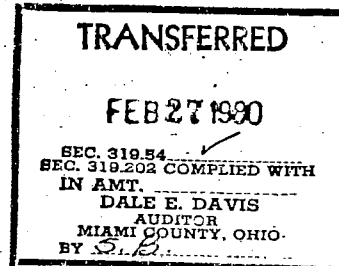
Common Pleas Court of Miami County  
Judgment Entry on Settlement  
Weil S. Statler, et al  
Case No. 79-34

thence South 25 degrees 40 minutes 14 seconds East 281.44 feet along the former Miami and Erie Canal right of way line to an angle point being 46.38 feet right of Station 324 plus 45.59 in the centerline of the proposed railroad relocation being 25.22 feet left of and radially from Station 243 plus 86.86 in the centerline of Miami County Road 25A Relocation;

thence South 29 degrees 38 minutes 12 seconds East 924.28 feet along the former westerly canal right of way line to a point in the existing westerly railroad property line being 58.00 feet right of Station 315 plus 17.58 in the centerline of the proposed railroad relocation being 22.00 feet left of Station 234 plus 64.09 in the centerline of Miami County Road 25A;

thence along the existing easterly railroad property line curved to the right having a radius of 9579.34 feet a distance of 578.83 feet to the Place of Beginning having a chord bearing South 24 degrees 22 minutes 08 seconds East 578.74 feet, containing 1.05 acres, more or less, inclusive of the present road which occupies 0.06 of an acre, more or less.

Owners retain rights of ingress and egress to and from any residual area.



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Common Pleas Court of Miami County  
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 Neil S. Statler, et al.  
 Case No. 79-34

1098

PARCEL NO. 14 (HIGHWAY)  
 A PERPETUAL EASEMENT AND RIGHT OF WAY FOR PUBLIC  
 HIGHWAY AND ROAD PURPOSES, IN THE NAME AND FOR THE USE OF  
 THE COUNTY OF MIAMI, STATE OF OHIO, IN THE FOLLOWING  
 DESCRIBED PROPERTY, IN, UPON AND OVER THE  
 LANDS HEREINAFTER DESCRIBED

Situated in Miami County, Ohio, Concord Township, Section 5, Town 5 North,  
 Range 6 East, and more fully bounded and described as follows:

Being a parcel of land lying on the left side of the centerline of a survey,  
 made for the Miami County Engineer, and recorded in Book 12, Page 79, of the  
 records of Miami County and being located within the following described points  
 in the boundary thereof:

Beginning at the owners' southeast property corner being 10.68 feet left of  
 and radially from Station 155 plus 80.92 in the centerline of County Road 25A  
 Relocation;

thence South 87 degrees 47 minutes 03 seconds West 9.99 feet along the  
 owners' south property line to a point in the existing easterly right of way  
 line of County Road 25A;

thence on a line curved to the right having a radius of 2399.51 feet a  
 distance of 82.39 feet to a point in the owners' easterly property line having  
 a chord bearing North 06 degrees 04 minutes 12 seconds West 82.39 feet;

thence South 16 degrees 04 minutes 30 seconds East 25.29 feet along the  
 owners' easterly property line and the former westerly right of way line of  
 Miami and Erie Canal;

thence South 17 degrees 32 minutes 30 seconds East 58.42 feet along the  
 owners' easterly property line and the former westerly right of way line of  
 the Miami and Erie Canal to the Place of Beginning, containing 0.01 acres,  
 more or less.

TRANSFER NOT NECESSARY

2-27-1980  
 DALE E. DAVIS, AUDITOR  
 MIAMI COUNTY, OHIO

Common Pleas Court of Miami County  
Judgment Entry on Settlement  
Neil S. Statler, et al  
Case No. 79-34

PARCEL NO. 14-A (HIGHWAY)  
A PERPETUAL EASEMENT AND RIGHT OF WAY FOR PUBLIC  
HIGHWAY AND ROAD PURPOSES, IN THE NAME AND FOR THE USE OF  
THE COUNTY OF MIAMI, STATE OF OHIO, IN THE FOLLOWING  
DESCRIBED PROPERTY, IN, UPON AND OVER THE  
LANDS HEREINAFTER DESCRIBED

Situated in Miami County, Ohio, Washington Township, Section 32, Town 6  
North, Range 6 East, and more fully bounded and described as follows:

Being a parcel of land lying on the left side of the centerline of a  
survey, made for the Miami County Engineers and recorded in Book 12, Page 79,  
of the records of Miami County and being located within the following  
described points in the boundary thereof:

Beginning at a point in the existing westerly right of way line of  
existing County Road 25A being 198.99 feet left of Station 239 plus 75 in  
the centerline of survey County Road 25A Relocation;

thence North 50 degrees 03 minutes 31 seconds West 133.20 feet along  
the proposed westerly easement line to an angle point;

thence North 17 degrees 19 minutes 18 seconds West 46.10 feet along the  
proposed westerly easement line to an angle point;

thence North 20 degrees 52 minutes 45 seconds East 102.69 feet along  
the proposed westerly easement line to a point in the existing westerly right  
of way line of existing County Road 25;

thence North 60 degrees 09 minutes 02 seconds East 52.61 feet to a point  
in the proposed westerly right of way line for the B & O Railroad relocation;

thence South 25 degrees 42 minutes 56 seconds East 62.78 feet along the  
proposed westerly right of way line of the B & O Railroad relocation to an  
angle point;

thence on the proposed westerly railroad right of way line curved to the  
left having a radius of 5759.65 feet a distance of 172.41 feet to a point  
having a chord bearing South 28 degrees 59 minutes 30 seconds East 172.41 feet;

thence South 60 degrees 09 minutes 02 seconds West 88.99 feet to the Place  
of Beginning, containing 0.59 acres, more or less, inclusive of the present  
road which occupies 0.32 acres, more or less.

TRANSFER NOT NECESSARY

2-27-1980

DALE E. DAVIS, AUDITOR  
MIAMI COUNTY, OHIO

1099

Common Pleas Court of Miami County  
 Judgment Entry on Settlement  
 Neil S. Statler, et al  
 Case No. 79-34

1100

PARCEL NO. 14-B (HIGHWAY)  
 A PERPETUAL EASEMENT AND RIGHT OF WAY FOR PUBLIC  
 HIGHWAY AND ROAD PURPOSES, IN THE NAME AND FOR THE USE OF  
 THE COUNTY OF MIAMI, STATE OF OHIO, IN THE FOLLOWING  
 DESCRIBED PROPERTY, IN, UPON AND OVER THE  
 LANDS HEREINAFTER DESCRIBED

Situated in Miami County, Ohio, Concord Township, Section 5, Town 5  
 North, Range 6 East, and more fully bounded and described as follows:

Being a parcel of land lying on the right side of the centerline of  
 a survey, made for the Miami County Engineer, and recorded in Book 12,  
 Page 79, of the records of Miami County and being located within the  
 following described points in the boundary thereof:

Beginning at a point in the owners' easterly property line where it  
 intersects the existing easterly right of way line of existing County Road  
 25A being 30.00 feet right of Station 172 plus 49.20 in the base line of  
 survey of County Road 25A;

thence South 03 degrees 06 minutes 00 seconds East 178.04 feet along  
 the owners' easterly property line to an angle point;

thence South 01 degree 55 minutes 49 seconds East 1000.08 feet along  
 the owners' easterly property line to an angle point;

thence South 22 degrees 27 minutes 30 seconds West 57.64 feet along  
 the owners' easterly property line to a point in the existing easterly  
 right of way line of County Road 25A;

thence along the existing easterly right of way line of County Road  
 25A curved to the left with a radius of 3681.70 feet a distance of 205.55  
 feet to an angle point having a chord bearing North 00 degrees 20 minutes  
 27 seconds East 205.52 feet.

thence North 01 degree 15 minutes 30 seconds West 1025.29 feet along the  
 existing easterly right of way line of County Road 25A to the Place of  
 Beginning, containing 0.29 acres, more or less.

TRANSFER NOT NECESSARY

2-27-1980  
 DALE E. DAVIS, AUDITOR  
 MIAMI COUNTY, OHIO

Common Pleas Court of Miami County  
Judgment Entry on Settlement  
Neil S. Statler, et al  
Case No. 79-34

PARCEL NO. 14-C (HIGHWAY)  
A PERPETUAL EASEMENT AND RIGHT OF WAY FOR PUBLIC  
HIGHWAY AND ROAD PURPOSES, IN THE NAME AND FOR THE USE OF  
THE COUNTY OF MIAMI, STATE OF OHIO, IN THE FOLLOWING  
DESCRIBED PROPERTY, IN, UPON AND OVER THE  
LANDS HEREINAFTER DESCRIBED

Situated in Miami County, Ohio, Washington Township, Section 29, Town  
6 North, Range 6 East, and more fully bounded and described as follows:

Being a parcel of land lying on the right side of the centerline of a  
survey, made for the Miami County Engineer, and recorded in Book 12, Page 79,  
of the records of Miami County and being located within the following described  
points in the boundary thereof:

Beginning at the owners' northeast property corner being 34.86 feet right  
of Station 259 plus 76.14 in the base line of survey of County Road 25A said  
point also being in the westerly right of way line of the former Miami and  
Erie Canal;

thence South 11 degrees 09 minutes 05 seconds East 121.10 feet along the  
owners' easterly property line and the former westerly right of way line of  
the Miami and Erie Canal to a point in the existing easterly right of way line  
of existing County Road 25A;

thence North 13 degrees 27 minutes 00 seconds West 122.03 feet along the  
existing easterly right of way line of existing County Road 25A to a point in  
the owners' northerly property line;

thence North 88 degrees 27 minutes 30 seconds East 4.96 feet along the  
owners' northerly property line to the Place of Beginning, containing 0.01  
acres, more or less.

TRANSFER NOT NECESSARY

2-27-1980  
DALE E. DAVIS, AUDITOR  
MIAMI COUNTY, OHIO

1101

Common Pleas Court of Miami County  
 Judgment Entry on Settlement  
 Neil S. Statler, et al  
 Case No. 79-34

1102

PARCEL NO. 14-X (CHANNEL)  
 AN EASEMENT IN THE NAME AND FOR THE USE OF  
 THE COUNTY OF MIAMI, STATE OF OHIO, FOR THE  
 CONSTRUCTION OF A PERPETUAL WATERCOURSE, DITCH,  
 CHANNEL OR OTHER DRAINAGE FACILITY IN, UPON AND OVER  
 THE LANDS HEREINAFTER DESCRIBED

Being a parcel of land situated in Miami County, Ohio, Washington Town-  
 ship, Section 32, Town 6 North, Range 6 East, and lying on the right side of  
 a survey made for the Miami County Engineer and recorded in Plat Book 12,  
 Page 79, of the records of Miami County and being located within the following  
 described points in the boundary thereof:

Beginning at a point on the owners' westerly property line and the former  
 easterly right of way line of the Miami and Erie Canal being 107 feet right of  
 Station 227 plus 00 in the centerline of County Road 25A Relocation said point  
 also being in the northerly right of way line of Peterson Road;

thence northerly along the owners' westerly property line to a point 102  
 feet right of Station 227 plus 30;

thence easterly along the proposed northerly easement line to a point 175  
 feet right of Station 227 plus 30;

thence southerly along the proposed easterly easement line to a point in  
 the existing northerly right of way line of Peterson Road being 175 feet right  
 of Station 227 plus 03 in the centerline of County Road 25A Relocation;

thence westerly along the existing northerly right of way line of Peterson  
 Road to the Place of Beginning, containing 0.05 acres, more or less.

The owners herein retain the right to use said lands for any and all other  
 purposes provided that such use does not interfere with nor impair the exercise  
 of the easement herein granted.

TRANSFER NOT NECESSARY

2-27-1980  
 DALE E. DAVIS, AUDITOR  
 MIAMI COUNTY, OHIO

Common Pleas Court of Miami County  
Judgment Entry on Settlement  
Neil S. Statler, et al  
Case No. 79-34

PARCEL NO. 14-X1 (CHANNEL)  
AN EASEMENT IN THE NAME AND FOR THE USE OF  
THE COUNTY OF MIAMI, STATE OF OHIO, FOR THE  
CONSTRUCTION OF A PERPETUAL WATERCOURSE, DITCH,  
CHANNEL OR OTHER DRAINAGE FACILITY IN, UPON AND OVER  
THE LANDS HEREINAFTER DESCRIBED

Being a parcel of land situated in Miami County, Ohio, Washington Township, Section 32, Town 6 North, Range 6 East, and lying on the right side of a survey made for the Miami County Engineer and recorded in Plat Book 12, Page 79, of the records of Miami County and being located within the following described points in the boundary thereof:

Beginning at a point in the owners' westerly property line and the former easterly right of way line of the Miami and Erie Canal being 69 feet right of Station 237 plus 55 in the centerline of County Road 25A relocation;

thence easterly along the proposed northerly easement line to an angle point being 110 feet right of Station 237 plus 55;

thence southerly along the proposed easterly easement line to an angle point being 110 feet right of Station 237 plus 20;

thence westerly along the proposed southerly easement line to a point in owners' westerly property line and the former easterly right of way line of the Miami and Erie Canal being 69 feet right of Station 237 plus 20;

thence northerly along the owners' westerly property line and the former easterly right of way line of the Miami and Erie Canal to the Place of Beginning, containing 0.03 acres, more or less.

The owners herein retain the right to use said lands for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted.

TRANSFER NOT NECESSARY

2-27-1980  
DALE E. DAVIS, AUDITOR  
MIAMI COUNTY, OHIO

1103



Common Pleas Court of Miami County  
 Judgment Entry on Settlement  
 Neil S. Statler, et al.  
 Case No. 79-34

1104

PARCEL NO. 14-X2 (CHANNEL)  
 AN EASEMENT IN THE NAME AND FOR THE USE OF  
 THE COUNTY OF MIAMI, STATE OF OHIO, FOR THE  
 CONSTRUCTION OF A PERPETUAL WATERCOURSE, DITCH,  
 CHANNEL OR OTHER DRAINAGE FACILITY IN, UPON AND OVER  
 THE LANDS HEREINAFTER DESCRIBED

Being a parcel of land situated in Miami County, Ohio Washington Town-  
 ship, Section 29, Town 6 North, Range 6 East, and lying on the right side of  
 a survey made for the Miami County Engineer and recorded in Plat Book 12, Page  
 79, the records of Miami County and being located within the following described  
 points in the boundary thereof:

Beginning at a point in the owners' westerly property line and the former  
 easterly right of way line of the Miami and Erie Canal being 70 feet right of  
 and radially from Station 243 plus 30 in the centerline of County Road 25A  
 Relocation;

thence easterly along the proposed northerly easement line to an angle  
 point being 100 feet right of and radially from Station 243 plus 30;

thence southerly along the proposed easterly easement line to an angle point  
 being 100 feet right of and radially from Station 243 plus 05;

thence westerly along the proposed southerly easement line to a point in  
 owners' westerly property line and the former easterly right of way line of the  
 Miami and Erie Canal being 70 feet right of and radially from Station 243 plus 05;

thence northerly along the owners' westerly property line and the former  
 easterly right of way line of the Miami and Erie Canal to the Place of Beginning,  
 containing 0.02 acres, more or less.

The owners herein retain the right to use said lands for any and all other  
 purposes provided that such use does not interfere with nor impair the exercise  
 of the easement herein granted.

TRANSFER NOT NECESSARY

2-27-1980  
 DALE E. DAVIS, AUDITOR  
 MIAMI COUNTY, OHIO

Common Pleas Court of Miami County  
Judgment Entry on Settlement  
Neil S. Statler, et al  
Case No. 79-34

PARCEL NO. 14-X3 (CHANNEL)  
AN EASEMENT IN THE NAME AND FOR THE USE OF  
THE COUNTY OF MIAMI, STATE OF OHIO, FOR THE  
CONSTRUCTION OF A PERPETUAL WATERCOURSE, DITCH,  
CHANNEL OR OTHER DRAINAGE FACILITY IN, UPON AND OVER  
THE LANDS HEREINAFTER DESCRIBED

Being a parcel of land situated in Miami County, Ohio, Washington Town-  
ship, Section 29, Town 6 North, Range 6 East, and lying on the right side  
of a survey made for the Miami County Engineer and recorded in Plat Book 12,  
Page 79, of the records of Miami County and being located within the follow-  
ing described points in the boundary thereof:

Beginning at a point in the owners' westerly property line and the former  
easterly right of way line of the Miami and Erie Canal being 77 feet right of  
and radially from Station 247 plus 10 in the centerline of County Road 25A  
Relocation;

thence easterly along the proposed northerly easement line to an angle  
point being 100 feet right of and radially from Station 247 plus 10;

thence southerly along the proposed easterly easement line to an angle  
point being 100 feet right of and radially from Station 246 plus 90;

thence westerly along the proposed southerly easement line to a point  
in the owners' westerly property line and the former easterly right of way  
line of the Miami and Erie Canal being 74 feet right of and radially from  
Station 246 plus 90;

thence northerly along the owners' westerly property line and the former  
easterly right of way line of the Miami and Erie Canal to the Place of Beginning,  
containing 0.01 acres, more or less.

The owners herein retain the right to use said lands for any and all other  
purposes provided that such use does not interfere with nor impair the exercise  
of the easement herein granted.

TRANSFER NOT NECESSARY

2-27-1980  
DALE E. DAVIS, AUDITOR  
MIAMI COUNTY, OHIO

1105

Common Pleas Court of Miami County  
 Judgment Entry on Settlement  
 Neil S. Statler, et al  
 Case No. 79-34

1106

PARCEL NO. 14-X-4 (CHANNEL)  
 AN EASEMENT IN THE NAME AND FOR THE USE OF  
 THE COUNTY OF MIAMI, STATE OF OHIO, FOR THE  
 CONSTRUCTION OF A PERPETUAL WATERCOURSE, DITCH,  
 CHANNEL, OR OTHER DRAINAGE FACILITY IN, UPON AND OVER  
 THE LANDS HEREINAFTER DESCRIBED

Being a parcel of land situated in Miami County, Ohio, Washington Township, Section 32, Town 6 North, Range 6 East, and lying on the left side of a survey made for the Miami County Engineer and recorded in Plat Book 12, Page 79, of the records of Miami County and being located within the following described points in the boundary thereof:

Beginning at a point in the existing easterly right of way line of existing County Road 25A being 174 feet left of Station 237 plus 80 in the centerline of County Road 25A Relocation;

thence easterly along the proposed northerly easement line to a point in the proposed westerly right of way line of the B & O Railroad Relocation being 110 feet left of Station 237 plus 80;

thence southerly along the proposed westerly right of way line of the B & O Railroad Relocation to a point 110 feet left of Station 237 plus 05;

thence westerly along the proposed southerly easement line to a point in the existing easterly right of way line of existing County Road 25A being 188 feet left of Station 237 plus 05;

thence northerly along the existing easterly right of way line of existing County Road 25A to the Place of Beginning, containing 0.12 acres, more or less.

The owners herein retain the right to use said lands for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted.

TRANSFER NOT NECESSARY

2-27-1980  
 DALE E. DAVIS, AUDITOR  
 MIAMI COUNTY, OHIO

Common Pleas Court of Miami County  
Judgment Entry on Settlement  
Neil S. Statler, et al  
Case No. 79-34

PARCEL NO. 14-S (SEWER)  
AN EASEMENT IN THE NAME AND FOR THE USE OF THE COUNTY  
OF MIAMI, STATE OF OHIO, FOR THE RIGHT TO CONSTRUCT,  
USE, MAINTAIN AND KEEP IN REPAIR A SINGLE LINE OF STORM  
SEWER, ROUND IN SHAPE, WITH INTERNAL DIAMETER OF FIFTEEN  
(15) INCHES, TOGETHER WITH THE NECESSARY MANHOLES AND  
UNDERDRAINS, AND TO BE CONSTRUCTED AND MAINTAINED UPON  
A TRIANGULAR STRIP OF LAND DESCRIBED AS FOLLOWS:

Situated in Section 29, Town 6 North, Range 6 East, Washington Township,  
Miami County, Ohio.

Beginning at a point in the existing westerly right of way line of existing  
County Road 25A being 133 feet left of Station 243 plus 50 in the centerline of  
survey for County Road 25A Relocation;

thence northwesterly along the proposed westerly easement line to a point  
133 feet left of Station 244 plus 97;

thence northeasterly along the proposed northerly easement line to a point  
in the westerly existing right of way line of County Road 25A, being 117 feet  
left of Station 244 plus 99;

thence southerly along said right of way line to the Place of Beginning,  
containing 0.02 acres, more or less.

TRANSFER NOT NECESSARY

2-27-1980  
DALE E. DAVIS, AUDITOR  
MIAMI COUNTY, OHIO

1107

Common Pleas Court of Miami County  
 Judgment Entry on Settlement  
 Neil S. Statler, et al  
 Case No. 79-34

1108

PARCEL NO. 14-T (TEMPORARY)  
 IN THE NAME AND FOR THE USE OF THE COUNTY OF MIAMI,  
 STATE OF OHIO, THE TEMPORARY RIGHT TO ENTER UPON LAND  
 HEREINAFTER DESCRIBED FOR THE PURPOSE OF CONSTRUCTING  
 A DRIVE AND GRADING SLOPES

Being a parcel of land situated in Miami County, Ohio, Washington Township,  
 Section 29, Town 6 North, Range 6 East, and being located within the following  
 described points in the boundary thereof:

Beginning at a point in the existing west right of way line of County Road  
 25A, being 117 feet left of Station 244 plus 99 of the County Road 25A center-  
 line location as filed in Recorder's Plat Book 12, Page 79;

thence westerly to a point 131 feet left of Station 244 plus 97;

thence northerly to a point 135 feet left of Station 246 plus 25;

thence northwestwardly to a point 160 feet left of Station 246 plus 50;

thence northerly to a point 160 feet left of Station 247 plus 00;

thence northeasterly to a point on the proposed westerly right of way line  
 of the Baltimore and Ohio Railroad, being 114 feet left of Station 247 plus 50;

thence southerly with the proposed westerly right-of-way line of said  
 railroad to its intersection with the existing west right-of-way line of County  
 Road 25A, being 105 feet left of Station 246 plus 26;

thence southerly with the existing west right-of-way line of County Road  
 25A to the Place of Beginning, containing 0.16 acres, more or less.

TRANSFER NOT NECESSARY

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 DALE E. DAVIS, AUDITOR  
 MIAMI COUNTY, OHIO

Common Pleas Court of Miami County  
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PARCEL NO. 14-T1 (TEMPORARY)  
IN THE NAME AND FOR THE USE OF THE COUNTY OF MIAMI,  
STATE OF OHIO, THE TEMPORARY RIGHT TO ENTER UPON LAND  
HEREINAFTER DESCRIBED FOR THE PURPOSE OF CONSTRUCTING  
A DRIVE AND GRADING SLOPES

Being a parcel of land situated in Miami County, Ohio, Washington Township,  
Section 29, Town 6 North, Range 6 East, and being located within the following  
described points in the boundary thereof:

Beginning at a point in the existing west right of way line of County Road  
25A, being 55 feet left of Station 250 plus 00 of the County Road 25A centerline  
location as filed in Recorder's Plat Book 12, Page 79;

thence westerly to a point 70 feet left of Station 250 plus 00;

thence northerly to a point 45 feet left of Station 254 plus 00;

thence northeasterly to a point on the existing west right of way line of  
County Road 25A, being 30 feet left of Station 255 plus 00;

thence southerly with the existing west right of way line of County Road  
25A to the Place of Beginning, containing 0.12 acres, more or less.

These descriptions are based on a survey made under the direction and  
supervision of Arthur D. Haddad, Registered Surveyor No. 4547.

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

Owners claim title by instrument recorded in Volume 364, at Page 521, of the  
Deed Records of Miami County, Ohio.

and the same hereby are duly vested in the County of Miami, Ohio, free and  
clear of all claims of the owners and any persons having an interest therein, to  
wit:

<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
Neil S. Statler, Trustee	
Jean S. Beachler, Trustee	
Amy S. Gilfillen, Trustee	
Neil S. Statler, Owner of Life Estate Interest	
Jean S. Beachler, Owner of Life Estate Interest	
Amy S. Gilfillen, Owner of Life Estate Interest	
Jayne Statler Beachler	2092 Charles Street Bexley Village Apartments, Apt. E Columbus, Ohio 43209
Jill Statler Beachler	10 Hopewood Drive Piqua, Ohio 45356
Jinx Statler Beachler	1109 10 Hopewood Drive Piqua, Ohio 45356

TRANSFER NOT NECESSARY

2-27-1980

DALE E. DAVIS, AUDITOR  
MIAMI COUNTY, OHIO

Common Pleas Court of Miami County  
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1110

Statler Gilfillen	174 East Mittoff Columbus, Ohio 43206
Lisa Gilfillen	710 Carruthers Drive Worthington, Ohio
Loreen Gilfillen	710 Carruthers Drive Worthington, Ohio
Suzanne S. Shoemaker	617 Sabel Palm Road Bay Point Miami, Florida 33137
Christina S. Hagen	12706 Mackinaw Drive Middletown, Kentucky 40203
Barbara Claggett	2500 South Warson Drive St. Louis, Missouri 63124
Treasurer of Miami County, Ohio	Troy, Ohio
Auditor of Miami County, Ohio	Troy, Ohio

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

*R K Wilson*  
JUDGE

*L Craig Hallows*  
L. Craig Hallows  
Prosecuting Attorney, Miami County

*Jeffrey M. Welbaum*  
Jeffrey M. Welbaum  
Asst. Prosecuting Attorney, Miami County

William J. Brown  
Attorney General

*Donald J. Guittar*  
Donald J. Guittar, A.A.G.  
Chief, Transportation Section

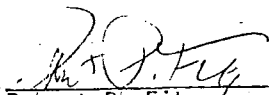
*John B. Huber*  
John B. Huber  
Assistant Attorney General

FILED  
COMMON PLEAS COURT  
MIAMI COUNTY, OHIO  
----- O'CLOCK ----- M.

JAN 28 1980

JAN A. MOTTINGER  
CLERK OF COURTS  
*JAM* PG. 1092

Common Pleas Court of Miami County  
Judgment Entry on Settlement  
Neil S. Statler, et al  
Case No. 79-34

  
Robert P. Fite  
Attorney For Defendants

RECEIVED  
11<sup>15</sup> O'CLOCK 9 M  
FEB 27 1980  
FEE *no fee*  
JANET E. CAIN  
RECORDER, MIAMI COUNTY, OHIO

COMMON PLEAS COURT  
State of Ohio, Miami County, ss:  
I hereby certify the above to be a true and cor-  
rect copy of the original Entry, journalized  
Jan. 28, 1980 in Journal *200* Page *1892*  
*Jan. C. Mattinger* Clerk  
*Dorothy Rowlett* Deputy  
1980  
COUNTY

1111



TRANSFER NOT NECESSARY  
Jan 30, 1992  
CHRIS A. PEEPLES, AUDITOR  
MIAMI COUNTY, OHIO

121712

SATISFACTION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that CSX Transportation, Inc. does hereby certify, that a certain Easement arising out of the Miami County Court of Common Pleas Case No. 79-34, the judgment entry of which was recorded in Deed Book 549, Page 860 in the Miami County Recorder's Office, executed by CSX TRANSPORTATION, INC. to NEIL S. STATLER, JEAN S. BEACHLER AND AMY S. GILFILLEN, Trustees under Item 4 of Last Will and Testament of Minnie S. Statler, Deceased, on the following real estate, situated in the County of Miami State of Ohio being 1.20 acres more particularly described in EXHIBIT "A" attached hereto and made part hereof, has been FULLY SATISFIED, and the Recorder is authorized to discharge the same of record.

IN TESTIMONY WHEREOF, I the said Senior Vice President have hereunto set my hand this 14 day of January 1992

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF

CSX TRANSPORTATION, INC.

Mary Ann Scheller  
Robert L. Whealton

BY: Gerald L. Nichols  
Gerald L. Nichols,  
Senior Vice President

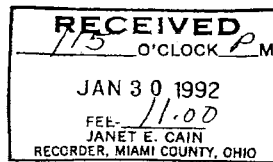
STATE OF FLORIDA :  
COUNTY OF DUVAL : SS:

BE IT REMEMBERED, That on this 14th day of January, 1992, A.D., before me, the subscriber, a Notary in and for said County, personally came the above named Gerald L. Nichols, Senior Vice President of CSX TRANSPORTATION, INC. who acknowledged the signing of the foregoing instrument to be his voluntary act and deed, for uses and purposes therein mentioned.

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

Robert L. Whealton  
Notary Public  
ROBERT L. WHEALTON  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Dec. 7, 1993  
Commission No. AA 730510  
Bonded thru Patterson-Becht Agency

EXHIBIT "A"



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

Situated in Miami County, Ohio, Washington Township, Sections 29 and 32,  
Town 6 North, Range 6 East and more fully bounded and described as follows:

PARCEL NO. 14-D (RAILROAD)  
AN EASEMENT FOR RAILROAD PURPOSES IN THE NAME AND FOR THE USE OF  
THE BALTIMORE AND OHIO RAILROAD COMPANY, ITS SUCCESSORS AND ASSIGNS  
FOR SO LONG AS IT CONTINUES TO BE USED FOR RAILROAD PURPOSES;  
UPON THE CESSATION OF SUCH USES, THE EASEMENT TO EXTINGUISH AND END

Being a parcel of land lying on the left side of the centerline of a survey,  
made by the Department of Transportation, and recorded in Book 12, Page 79, of  
the records of Miami County and being located within the following described  
points in the boundary thereof:

Beginning at a point in the westerly right of way line of the Baltimore  
and Ohio Railroad being 30.00 feet left of and radially from Railroad Station  
309 plus 44 and 115.46 feet left of and radially from Station 228 plus 84.42 in  
the centerline of Miami County Road 25A as recorded in Plat Book 12, Page 79,  
of the records of Miami County, said point also being 230 feet more or less  
north along the existing westerly right of way from the centerline of Peterson  
Road;

thence on a line curved to the left having a radius of 3789.83 feet a  
distance of 451.37 feet to an angle point, having a chord bearing North 25  
degrees 26 minutes 15 seconds West 451.10 feet;

thence North 29 degrees 50 minutes 58 seconds West 629.57 feet to an angle  
point;

thence on a line curved to the right having a radius of 5759.65 feet a  
distance of 172.41 feet to an angle point having a chord bearing North 28  
degrees 59 minutes 30 seconds West 172.41 feet;

thence North 25 degrees 42 minutes 56 seconds West 282.08 feet to an angle  
point;

thence North 25 degrees 44 minutes 50 seconds West 681.90 feet to a point  
in the existing westerly right of way line of the B & O Railroad;

thence along the existing westerly right of way line of the B & O Railroad,  
curved to the left having a radius of 3310.80 feet a distance of 202.44 feet to  
an angle point having a chord bearing South 27 degrees 04 minutes 44 seconds East  
202.41 feet;

thence South 28 degrees 49 minutes 50 seconds East 1031.02 feet along the  
existing westerly railroad right of way line to an angle point;

thence continuing on the existing westerly railroad right of way line curved  
to the right having a radius of 9519.34 feet a distance of 983.69 feet to the  
Place of Beginning having a chord bearing South 25 degrees 44 minutes 32 seconds  
East 983.25 feet, containing 1.20 acres, more or less, inclusive of the present  
road which occupies 0.27 acres, more or less.

This description is based on a survey made under the direction and supervision  
of Alden M. McGee, Registered Surveyor No. 5679.

BOOK 632 PAGE 135



Miami County Common Pleas Court  
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584

Barbara Claggett  
2500 South Warson Drive  
St. Louis, Missouri 63124

Treasurer of Miami County,  
Ohio  
Troy, Ohio

Auditor of Miami County,  
Ohio  
Troy, Ohio

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DEFENDANTS.

It appears to the Court that the owners of the property, over which fee simple titles and easements were appropriated in this action, have agreed with the Director of Transportation of the State of Ohio upon the amount of compensation and damages due said owners by reason of said appropriation, and have agreed to accept and withdraw the amount of Twenty Six Thousand Four Hundred Twenty Four and 00/100 (\$26,424.00) in full payment thereof, said amount being the amount of the deposit herein, and do hereby release all claims for further compensation and damages, resulting from the construction and improvement of Interstate Route 75, Section 5.30, Miami County, Ohio, or resulting from the appropriation of said property, Owners further release all past, present and future claims for interest on the above amount.

It is further ORDERED, ADJUDGED AND DECREED that the fee simple titles and easements for highway purposes in the premises described in the Resolution and Finding filed herein as Parcel Numbers 111-WL-2 (Highway), 111-WL-3 (Highway), 111-WL-4 (Highway), 111 (Highway), 111-T (Temporary), the same being more particularly described as follows:

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

Situated in the Township of Washington, County of Miami, and State of Ohio, and known as being a part of Section 32, Town 6 North, Range 6 East, and more fully bounded and described as follows:

PARCEL NO. 111-WL-2 (HIGHWAY)  
ALL RIGHT, TITLE, AND INTEREST IN FEE SIMPLE, INCLUDING  
LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY

Commencing at the intersection of the centerline of proposed Interstate Route 75 with the southerly line of Washington Township, Section 32, Town 6 North, Range 6 East, at Interstate Route 75 Station 677 plus 25.98 of a survey of Interstate Route 75 recorded as noted above;

thence North 21 degrees 35 minutes 18 seconds East with the centerline of said Interstate Route 75, 639.63 feet to a point in the easterly line of the B & O Railroad at Station 683 plus 65.61;

thence South 11 degrees 52 minutes 54.5 seconds East with said easterly line of said railroad, 235.72 feet to a point in the easterly existing limited access right of way line, 130 feet right of Station 681 plus 68.98 and this is the TRUE PLACE OF BEGINNING;

thence North 21 degrees 35 minutes 18 seconds East with said existing limited access right of way line 331.02 feet to an existing limited access right of way corner, 130 feet right of Station 685 plus 00;

thence North 38 degrees 41 minutes 28 seconds East, 136.02 feet to an existing limited access right of way corner, 170 feet right of Station 686 plus 30;

thence South 45 degrees 25 minutes 17 seconds East, 146.65 feet to a proposed limited access right of way corner, 305 feet right of Station 685 plus 72.72;

thence South 34 degrees 40 minutes 49 seconds West with the easterly proposed limited access right of way line, 507.70 feet to a point in the easterly line of said B & O Railroad, 190 feet right of Station 680 plus 78.22;

thence, North 11 degrees 52 minutes 54.5 seconds West with said easterly line of said railroad 108.79 feet to the point of beginning, containing 1.353 acres, more or less.

Together with all rights or easements of access to or from said limited access highway from or to the land of said person or persons abutting upon that portion of said limited access highway, as shown by the plan of said improvements herein referred to.

Situated in the Township of Concord, County of Miami, and State of Ohio, and known as being a part of Section 5, Town 5 North, Range 6 East, and more fully bounded and described as follows:

PARCEL NO. 111-WL-3 (HIGHWAY)  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, INCLUDING  
LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY

Commencing at the intersection of the centerline of Interstate Route 75 with the northerly line of Concord Township, Section 5, Town 5 North Range 6 East, Miami County, Ohio, at Station 677 plus 25.98 of a survey of proposed Interstate Route 75 recorded as noted above;

thence North 89 degrees 52 minutes 59 seconds East with said northerly line of Concord Township with the northerly line of said Section 5, 1,252.31 feet to a point in the southeasterly existing limited access right of way line 144.23 feet left of proposed County Road 25-A Station 182 plus 60.92 of a survey of proposed County Road 25-A;

thence with the existing limited access right of way line the following four (4) courses:

thence South 37 degrees 51 minutes 02 seconds East, 72.16 feet to a point 117.72 feet left of Station 181 plus 90.59;

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thence South 25 degrees 42 minutes 02 seconds East, 150.04 feet to a point 87.47 feet left of Station 180 plus 38.16 and this is the TRUE PLACE OF BEGINNING;

thence South 11 degrees 45 minutes 28 seconds East 294.22 feet to a point 75.96 feet left of Station 177 plus 35.39;

thence South 23 degrees 39 minutes 21 seconds East, 102.65 feet to a point 43.96 feet left of Station 176 plus 35.76;

thence with the proposed limited access right of way line the following two (2) courses:

thence South 85 degrees 30 minutes 01 seconds West, 62.00 feet to a proposed right of way corner, 105.96 feet left of Station 176 plus 35.76;

thence North 5 degrees 48 minutes 15 seconds West 388.93 feet to the True Place of Beginning, containing 0.205 acres, more or less.

Together with all rights or easements of access to or from said limited access highway from or to the land of said person or persons abutting upon that portion of said limited access highway, as shown by the plans of said improvements herein referred to.

Situated in the Township of Washington, County of Miami, and State of Ohio, and known as being in Section 32, Town 6 North, Range 6 East, and more fully bounded and described as follows:

PARCEL NO. 111-WL-4 (HIGHWAY)  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, INCLUDING  
LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY

Commencing at the southeasterly corner of Tract 1 having an area of 0.082 acre as recorded in Volume 21, Plat 104 of the Miami County Engineer's record of land surveys dated October 6, 1969;

thence, North 87 degrees 52 minutes 00 seconds East with the southerly line of said Lot 1 and with one of the owners northerly property lines, 87.11 feet to a point in the westerly proposed limited access right of way line, 100.10 feet left of proposed County Road 25 A Station 214 plus 31.79 recorded as noted above and this is the TRUE PLACE OF BEGINNING;

thence continuing North 87 degrees 52 minutes 00 seconds East with said northerly property line, 109.87 feet to one of the owners' northeasterly property corners, in the centerline of existing County Road 25 A, 11.15 feet left of Station 213 plus 66.98;

thence South 38 degrees 46 minutes 20 seconds East with said existing centerline, 40.44 feet to a point in the northerly existing limited access right of way line, 9.61 feet left of Station 213 plus 25.90;

thence, South 51 degrees 43 minutes 37 seconds West with said existing limited access right of way line, 65.60 feet to a point, 75.94 feet left of Station 213 plus 25.44;

thence continuing with the existing limited access right of way line South 28 degrees 00 minutes 39 seconds East, 322.32 feet to a point, 108.68 feet left of Station 209 plus 92.04;

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thence South 15 degrees 54 minutes 11 seconds East, 195.92 feet to a point 147.07 feet left of Station 207 plus 88.66;

thence South 18 degrees 59 minutes 20 seconds West, 499.31 feet to a point 550 feet left of Interstate Route 75 Station 695 plus 00 of a survey of Interstate Route 75 recorded as noted above;

thence, South 03 degrees 25 minutes 43 seconds East, 165.53 feet to a point, 480 feet left of Interstate Route 75 Station 693 plus 50;

thence, South 19 degrees 56 minutes 36 seconds East, 467.55 feet to a point, 170 feet left of Station 690 plus 00;

thence, South 03 degrees 09 minutes 12 seconds West, 158.11 feet to a point 120 feet left of Station 688 plus 50;

thence, South 21 degrees 35 minutes 18 seconds West, 302.89 feet to a point in the easterly property line of the B & O Railroad, 120 feet left of Station 685 plus 47.11;

thence, North 11 degrees 52 minutes 54.5 seconds West with said Railroad property line, 163.19 feet to a point in the westerly proposed limited access right of way line, 210 feet left of Station 686 plus 83.25;

thence, North 10 degrees 51 minutes 45 seconds East with said westerly proposed limited access right of way line, 322.39 feet to a point, 270 feet left of Station 690 plus 00;

thence, north 13 degrees 24 minutes 13 seconds West, 427.23 feet to a point, 515 feet left of Station 693 plus 50;

thence, north 00 degrees 12 minutes 47 seconds West, 161.56 feet to a point, 575 feet left of Station 695 plus 00;

thence, North 19 degrees 06 minutes 43 seconds East, 489.98 feet to a point, 170 feet left of proposed County Road 25 A Station 208 plus 00;

thence, North 18 degrees 18 minutes 01 seconds West, 188.89 feet to a point, 140 feet left of proposed County Road 25 A Station 210 plus 00;

thence, North 29 degrees 26 minutes 04 seconds West, 415.29 feet to the place of beginning, containing 2.399 acres, more or less, including the present road, which occupies 0.082 of an acre, more or less.

Together with all rights or easements of access to or from said limited access highway from or to the land of said person or persons abutting upon that portion of said limited access highway, as shown by the plans of said improvements herein referred to.

Situated in the Township of Concord, County of Miami, and State of Ohio, and known as being part of Section 5, Town 5 North, Range 6 East, and more fully bounded and described as follows:

PARCEL NO. 111 (HIGHWAY)  
 PERPETUAL EASEMENT FOR HIGHWAY PURPOSES

Commencing at the intersection of the centerline of Interstate Route 75 with the northerly line of Concord Township, Section 5, Town 5 North, Range 6 East, Miami County, Ohio, at Station 677 plus 25.98 of a survey of proposed Interstate Route 75 recorded as noted above;

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thence, North 89 degrees 52 minutes 59 seconds East with said northerly line of Concord Township with the northerly line of said Section 5, 1,252.31 feet to a point in the southeasterly existing limited access right of way line, 144.23 feet left of proposed County Road 25 A Station 182 plus 60.92 of a survey of proposed County Road 25 A;

thence, with the existing limited access right of way line the following four (4) courses; South 37 degrees 51 minutes 02 seconds East, 72.16 feet to a point 117.72 feet left of Station 181 plus 90.59; thence South 25 degrees 42 minutes 02 seconds East, 150.04 feet to a point 87.47 feet left of Station 180 plus 38.16; thence, South 11 degrees 45 minutes 28 seconds East, 294.22 feet to a point 75.96 feet left of Station 177 plus 35.39; thence, South 23 degrees 39 minutes 21 seconds East, 102.65 feet to a point 43.96 feet left of Station 176 plus 35.76 and this is the true place of beginning;

thence, southerly with the westerly existing right of way line of County Road 25 A the following two (2) courses: with the curve to the right with a radius of 2,437.58 feet and a distance of 230.50 feet, said curve has a chord which bears South 02 degrees 48 minutes 04 seconds East, 230.42 feet to a point 41.81 feet left of Station 174 plus 02.28; thence, South 00 degrees 05 minutes 53 seconds East 502.01 feet to a point 42.00 feet left of Station 169 plus 00;

thence, North 05 degrees 48 minutes 15 seconds West with the westerly proposed right of way line 731.03 feet to a proposed limited access right of way corner, 105.96 feet left of Station 176 plus 35.76;

thence, North 85 degrees 30 minutes 01 seconds East with the proposed limited access right of way line, 62.00 feet to the true place of beginning, containing 0.593 acre, more or less.

Situated in the Township of Concord, County of Miami, and State of Ohio, and known as being a part of Section 5, Town 5 North, Range 6 East, and being more fully bounded and described as follows:

PARCEL NO. 111-T (TEMPORARY)

Being a parcel of land lying on the left side of a survey, made by the Ohio Department of Transportation, and recorded in Book 12, Page 125-B, of the records of Miami County and being located within the following points in the boundary thereof:

Commencing at the intersection of the centerline of a survey of Interstate Route 75 with the northerly line of Concord Township, Section 5 at Interstate Route 75 Station 677 plus 25.98;

thence, North 89 degrees 52 minutes 59 seconds East with said township line and section line, 1,252.31 feet to the westerly existing limited access right of way line of County Road 25 A, 144.23 feet left of Station 182 plus 60.92 of the County Road 25 A Survey;

thence, South 37 degrees 51 minutes 02 seconds East with said existing limited access right of way line, 72.16 feet to a point, 117.72 feet left of Station 181 plus 90.59;



Miami County Common Pleas Court  
 Judgment Entry on Settlement  
 Neil S. Statler, et al  
 Case No. 79-191

thence, South 25 degrees 42 minutes 02 seconds East, 150.04 feet to a point in the westerly proposed limited access right of way line, 87.47 feet left of Station 180 plus 38.16;

thence, South 05 degrees 48 minutes 15 seconds East with said westerly proposed limited access right of way line, 388.93 feet and then with the westerly proposed right of way line a total distance of 637.19 feet to a point 89.92 feet left of Station 173 plus 80.71 and this is the TRUE PLACE OF BEGINNING:

thence, continuing South 05 degrees 48 minutes 15 seconds East, 482.77 feet to a point in the westerly existing right of way line, 42.00 feet left of Station 169 plus 00;

thence, North 10 degrees 58 minutes 00 seconds West with the temporary right of way line, 254.57 feet to a point, 90 feet left of Station 171 plus 50;

thence, North 00 degrees 05 minutes 53 seconds West, 230.38 feet to the True Place of Beginning, containing 0.127 of an acre, more or less.

These descriptions are based on a survey made under the direction and supervision of Richard Helmlinger, Registered Surveyor No. 5421.

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

Owners claim title by instrument recorded in Volume 364, at Page 521, of the Deed Records of Miami County, Ohio

be and the same hereby are duly vested in the State of Ohio, free and clear of all claims of the owners and any persons having an interest therein, to wit:

<u>OWNER</u>	<u>ADDRESS</u>
Neil S. Statler, Trustee	5030 North Miami County Road 25-A Piqua, Ohio 45356
Jean S. Beachler, Trustee	10 Hopewood Drive Piqua, Ohio 45356
Amy S. Gilfillen, Trustee	710 Carruthers Drive Worthington, Ohio
Neil S. Statler	5030 North Miami County Road 25-A Piqua, Ohio 45356
Jean S. Beachler	10 Hopewood Drive Piqua, Ohio 45356
Amy S. Gilfillen	710 Carruthers Drive Worthington, Ohio
Jayne Statler Beachler	2092 Charles Street Bexley Village Apartments, Apt. E Columbus, Ohio 43209
Jill Statler Beachler	10 Hopewood Drive Piqua, Ohio 45356
Jinx Statler Beachler	10 Hopewood Drive Piqua, Ohio 45356

Miami County Common Pleas Court  
Judgment Entry On Settlement  
Neil S. Statler, et al  
Case No. 79-191

590

1.05

Statler Gilfillen

174 East Mittoff  
Columbus, Ohio 43206

Lisa Gilfillen

710 Carruthers Drive  
Worthington, Ohio

Loreen Gilfillen

710 Carruthers Drive  
Worthington, Ohio

Suzanne S. Shoemaker

617 Sabel Palm Road  
Bay Point  
Miami, Florida 33137

Christina S. Hagen

12706 Mackinaw Drive  
Middletown, Kentucky 40203

Barbara Claggett

2500 South Warson Drive  
St. Louis, Missouri 63124

Treasurer of Miami  
County, Ohio

Troy, Ohio

Auditor of Miami  
County, Ohio

Troy, Ohio

**TRANSFERRED**  
  
JUN 1 2 1980  
  
SEC. 319.54  
SEC. 319.202 COMPLIED WITH  
IN AMT.  
DALE E. DAVIS  
AUDITOR  
MIAMI COUNTY, OHIO  
BY 58

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

APPROVED:

*John M. Kistler*  
\_\_\_\_\_  
JUDGE

WILLIAM J. BROWN  
ATTORNEY GENERAL

*Donald J. Gittar*  
\_\_\_\_\_  
DONALD J. GUITTAR, A.A.G.  
CHIEF, TRANSPORTATION SECTION

JOHN B. HUBER  
ASSISTANT ATTORNEY GENERAL

*John B. Huber*  
\_\_\_\_\_  
JOHN B. HUBER  
ASSISTANT ATTORNEY GENERAL

ROBERT P. FITE  
ATTORNEY FOR THE DEFENDANTS

*Robert P. Fite*  
\_\_\_\_\_  
ROBERT P. FITE  
ATTORNEY FOR THE DEFENDANTS

*201 p 583*  
*Feb 26 1980*  
State of Ohio, Miami County, ss:  
I hereby certify the above to be a true and correct copy of the original Entry, journalized  
*Jan A. Mattinger* clerk  
*Dorothy A. Lovell* deputy  
6-12-80

**RECEIVED**  
3 23 O'CLOCK P. M.  
JUN 12 1980  
FEE - 11.00  
JANET E. CAIN  
RECORDER, MIAMI COUNTY, OHIO

IN WITNESS WHEREOF Jinx Statler Beachler has hereunto set her hand on the 30th day of January, 2009 as Jinx Statler Beachler, and Jinx Statler Beachler pursuant to powers of attorney for Lisa Gilfillen Ruddy and James Ruddy; Christena Statler Hagan and Douglas Hagan; Jayne Statler Beachler; and Suzanne Statler Shoemaker.

*Jinx Statler Beachler*  
JINX STATLER BEACHLER

STATE OF OHIO, COUNTY OF MIAMI ss:

BE IT REMEMBERED that on the 30<sup>th</sup> day of January, 2009, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Jinx Statler Beachler, who signed or acknowledged the signing of the foregoing instrument to be her voluntary act and deed.

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



*Sandra J. Curtis*  
NOTARY PUBLIC  
My Commission expires: 4 May 13, 2013

This document was prepared by or for the State of Ohio, Department of Transportation, on forms approved by the Attorney General of Ohio.

OR 000007 PAGE 793

MIAMI COUNTY RECORDER  
JOHN S ALEXANDER  
**20090R-01458**  
PRESENTED FOR RECORD  
MIAMI COUNTY, TROY, OHIO  
02/03/2009 03:49:33PM  
REFERENCES 0  
RECORDING FEE 0.00  
PAGES: 5



Denny-map

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Jinx Statler Beachler, and Jinx Statler Beachler pursuant to powers of attorney for Lisa Gilfillen Ruddy and James Ruddy; Christena Statler Hagan and Douglas Hagan; Jayne Statler Beachler; and Suzanne Statler Shoemaker, the Grantors herein, in consideration of the sum of \$30,375.00, to be paid by the Board of County Commissioners of Miami County Ohio, do hereby grant, bargain, sell, convey and release to said Board of County Commissions for the use and benefit of said Board of County Commissioners, the Grantee herein, an easement and perpetual Right-of-Way, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

**PARCEL: 4-SH  
MIA-CR031-04.20**

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Said right-of-way shall be for the exclusive use of the Grantee, and any other use must be authorized in writing by the Grantee. The rights herein granted to the Grantee include, but are not limited to, the right of the Grantee or its agents or assigns to enter upon this said right of way, at this time or at any time in the future, with all necessary men, vehicles, or equipment for the purpose of: trimming, cutting or removing trees, shrubs, vines or such like growth within or extending into said right of way, the construction and improvement of roads, berms, shoulders, bridges, culverts, highway drainage ditches and other miscellaneous items, and placing or removal of earth in order to construct said improvements to the proper grade for roadside drainage, and the construction and maintenance of other items as are permitted by applicable law and the grantors and their heirs and assigns shall have no further right of compensation.

And the said Grantors, for themselves and their successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that they are the true and lawful owners of said premises, and lawfully seized of the same in fee simple, and have 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, except:

- (a) easements, restrictions, conditions, and covenants of record;
- (b) all legal highways;
- (c) zoning and building laws, ordinances, rules, and regulations; and
- (d) any and all taxes and assessments not yet due and payable;

and that Grantors will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes the Miami County Commissioners may acquire property under the Ohio Revised Code. Should the Miami County Commissions declare, through appropriate legislative action, that the easement acquired herein, or any portion thereof, is not needed for the purposes stated herein, or other purposes as determined by applicable law, then said easement, or portion thereof, shall be extinguished with applicable rights returning to the underlying property holder at that future time.

Prior Instrument Reference: Deed Book 763, Page 559 and Deed Book 782, Page 329, Miami County Recorder's Office.

TRANSFER NOT NECESSARY  
Feb 3 2009  
CHRIS A. PEEPLES, AUDITOR  
MIAMI COUNTY, OHIO

VOL 0007 PAGE 794

EXHIBIT "A"

MIA-C.R.31-04.20

PARCEL NO. 4SH

HIGHWAY EASEMENT

The land herein described is situated in the State of Ohio, County of Miami, Township of Washington, and being a part of Fractional Section 32, Township Six (6), Range Six (6); and being part of a 179.289 acre parcel conveyed to Jayne Statler Beachler, etal. and recorded in Deed Books 763, Page 559, and 782, Page 329, all references being to the Recorder's Office, Miami County, Ohio; and being more particularly described as follows:

Being a parcel of land lying on the north and south side of the centerline of construction of County Road 31 (Farrington Road) as recorded in the Miami County Engineer's Road Record 9 Page 13, and being located within the following described points in the parcel herein conveyed:

Beginning at an existing monument box found at the intersection of the existing centerline of said Farrington Road with the centerline of County Road 36 (Experiment Farm Road), and also being on the line separating Sections 31 and 32 and being 26.57 feet right of Station 54+18.53 of the centerline of construction of Farrington Road;

Thence along said section line and the Grantor's west property line, North 14°20'14" East a distance of 71.78 feet to a point on the proposed right of way line and being 45.00 feet left of Station 54+23.97 of said centerline;

Thence along the proposed right of way line the following five (5) courses:

South 84°08'13" East a distance of 461.04 feet to a point being 45.00 feet left of Station 58+91.83 of said centerline;

Thence South 88°13'51" East a distance of 260.90 feet to a point being 42.21 feet left of Station 61+54.38 of said centerline;

Thence North 87°22'26" East a distance of 1020.34 feet to a point being 36.77 feet left of Station 71+80.09 of said centerline;

Thence North 76°37'48" East a distance of 226.48 feet to a point being 45.00 feet left of Station 71+10.27 of said centerline;

Thence North 74°45'01" East a distance of 254.60 feet to the existing right of way line of County Road 25A and being 45.00 feet left of Station 76+66.34 of said centerline;

Thence along said existing right of way line, South 40°37'07" West a distance of 17.04 feet to an angle point on said existing right of way line and being 35.44 feet left of Station 76+52.24 of said centerline;

VOL 0007 PAGE 795

Thence along a line crossing Farrington Road, South  $8^{\circ}06'24''$  East a distance of 65.95 feet to a point at the intersection of said existing right of way line of C.R. 25A with the south right of way line of Farrington Road, and being 30.00 feet right of Station 76+44.04 of said centerline;

Thence along the west line of a 10.263 acre tract conveyed to Dayton Power and Light Company in Deed Book 676, Page 32, South  $4^{\circ}58'52''$  East a distance of 20.33 feet to a point on the proposed right of way line being 50.00 feet right of Station 76+41.41 of said centerline;

Thence South  $74^{\circ}45'01''$  West a distance of 194.24 feet to the east line of a 0.55 acre tract conveyed to the Board of County Commissioners of Miami County, Ohio in Deed Book 172 page 636 and being 50.00 feet right of Station 74+45.17 of said centerline;

The along the border of said Miami County tract the following four (4) courses:

Along a curve to the right having a radius of 488.12 feet, a central angle of  $5^{\circ}53'47''$ , a curve length of 50.23 feet, a chord bearing North  $20^{\circ}27'42''$  West a distance of 50.21 feet to a point on the existing centerline of right of way Farrington Road and being at Station 74+41.61 of said centerline;

Thence along said centerline, South  $74^{\circ}45'01''$  West a distance of 30.61 feet to a monument box set at Station 74+11.01 of said centerline;

Thence continuing along said centerline, South  $76^{\circ}37'48''$  West a distance of 28.02 feet to a point at Station 73+82.99 of said centerline;

Thence along a curve to the left having a radius of 474.33 feet, a central angle of  $6^{\circ}31'21''$ , a curve length of 50.13 feet, a chord bearing South  $17^{\circ}10'08''$  East a distance of 50.11 feet to a point on the proposed right of way line and being 50.00 feet right of Station 73+86.31 of said centerline;

Thence along the proposed right of way line the following six (6) courses

Thence South  $76^{\circ}37'48''$  West a distance of 211.45 feet to a point 58.64 feet right of Station 71+80.09 of said centerline;

Thence South  $87^{\circ}22'26''$  West a distance of 1032.92 feet to a point 52.85 feet right of Station 61+54.38 of said centerline;

Thence North  $88^{\circ}13'51''$  West a distance of 631.15 feet to a point 70.16 feet right of Station 55+32.19 of said centerline;

Thence along a curve to the right having a radius of 809.44 feet, a central angle of  $6^{\circ}01'20''$ , a curve length of 85.07 feet, a chord bearing North  $85^{\circ}12'53''$  West a distance of 85.04 feet to a point 76.09 feet right of Station 54+49.22 of said centerline;

Thence South  $14^{\circ}20'14''$  West a distance of 282.66 feet to a point 35.00 feet right of Station 6+65.00 of the centerline of construction of Experiment Farm Road;

Thence North 75°36'32" West a distance of 35.00 feet to a point at Station 6+65.00 on the centerline of construction of Experiment Farm Road;

Thence North 14°20'14" East a distance of 329.50 feet to the point of beginning and containing 5.201 acres more or less of which 3.260 acres is in the present road occupied.

The above described area is within the Miami County Auditor's Permanent Parcel Number M40012700, containing 179.289 acres.

This description is based on a survey made by Korda/Nemeth Engineering Inc., under the direction and supervision of Nathan W. Anderson, Registered Surveyor No. 8322.

The basis of bearing of this description being on an assumed meridian.



*Nathan W. Anderson* 08/05/2008

Nathan W. Anderson, P.S.  
Registered Surveyor No. 8322

Date

DESCRIPTION APPROVED  
MIAMI COUNTY ENGINEER  
Y DV DATE 11-19-2008

VOL 0007 PAGE 797

# EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Jinx Statler Beachler, and Jinx Statler Beachler pursuant to powers of attorney for Lisa Gilfillen Ruddy and James Ruddy; Christena Statler Hagan and Douglas Hagan; Jayne Statler Beachler; and Suzanne Statler Shoemaker, the Grantors herein, in consideration of the sum of \$30,375.00, to be paid by the Board of County Commissioners of Miami County Ohio, do hereby grant, bargain, sell, convey and release to said Board of County Commissions for the use and benefit of said Board of County Commissioners, the Grantee herein, an easement and perpetual Right-of-Way, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

**PARCEL: 4-SH  
MIA-CR031-04.20**

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Said right-of-way shall be for the exclusive use of the Grantee, and any other use must be authorized in writing by the Grantee. The rights herein granted to the Grantee include, but are not limited to, the right of the Grantee or its agents or assigns to enter upon this said right of way, at this time or at any time in the future, with all necessary men, vehicles, or equipment for the purpose of: trimming, cutting or removing trees, shrubs, vines or such like growth within or extending into said right of way, the construction and improvement of roads, berms, shoulders, bridges, culverts, highway drainage ditches and other miscellaneous items, and placing or removal of earth in order to construct said improvements to the proper grade for roadside drainage, and the construction and maintenance of other items as are permitted by applicable law and the grantors and their heirs and assigns shall have no further right of compensation.

And the said Grantors, for themselves and their successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that they are the true and lawful owners of said premises, and lawfully seized of the same in fee simple, and have 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, except:

- (a) easements, restrictions, conditions, and covenants of record;
- (b) all legal highways;
- (c) zoning and building laws, ordinances, rules, and regulations; and
- (d) any and all taxes and assessments not yet due and payable;

and that Grantors will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes the Miami County Commissioners may acquire property under the Ohio Revised Code. Should the Miami County Commissions declare, through appropriate legislative action, that the easement acquired herein, or any portion thereof, is not needed for the purposes stated herein, or other purposes as determined by applicable law, then said easement, or portion thereof, shall be extinguished with applicable rights returning to the underlying property holder at that future time.

Prior Instrument Reference: Deed Book 763, Page 559 and Deed Book 782, Page 329, Miami County Recorder's Office.

TRANSFER NOT NECESSARY  
Feb 3 2009  
CHRIS A. PEEPLES, AUDITOR  
MIAMI COUNTY, OHIO

VOL 0008 PAGE 935

OR

OR VOL 0007 PAGE 794



MIA-C.R.31-04.20

PARCEL NO. 4SH

HIGHWAY EASEMENT

The land herein described is situated in the State of Ohio, County of Miami, Township of Washington, and being a part of Fractional Section 32, Township Six (6), Range Six (6); and being part of a 179.289 acre parcel conveyed to Jayne Statler Beachler, etal. and recorded in Deed Books 763, Page 559, and 782, Page 329, all references being to the Recorder's Office, Miami County, Ohio; and being more particularly described as follows:

Being a parcel of land lying on the north and south side of the centerline of construction of County Road 31 (Farrington Road) as recorded in the Miami County Engineer's Road Record 9 Page 13, and being located within the following described points in the parcel herein conveyed:

Beginning at an existing monument box found at the intersection of the existing centerline of said Farrington Road with the centerline of County Road 36 (Experiment Farm Road), and also being on the line separating Sections 31 and 32 and being 26.57 feet right of Station 54+18.53 of the centerline of construction of Farrington Road;

Thence along said section line and the Grantor's west property line, North 14°20'14" East a distance of 71.78 feet to a point on the proposed right of way line and being 45.00 feet left of Station 54+23.97 of said centerline;

Thence along the proposed right of way line the following five (5) courses:

South 84°08'13" East a distance of 461.04 feet to a point being 45.00 feet left of Station 58+91.83 of said centerline;

Thence South 88°13'51" East a distance of 260.90 feet to a point being 42.21 feet left of Station 61+54.38 of said centerline;

Thence North 87°22'26" East a distance of 1020.34 feet to a point being 36.77 feet left of Station 71+80.09 of said centerline;

Thence North 76°37'48" East a distance of 226.48 feet to a point being 45.00 feet left of Station 71+10.27 of said centerline;

Thence North 74°45'01" East a distance of 254.60 feet to the existing right of way line of County Road 25A and being 45.00 feet left of Station 76+66.34 of said centerline;

Thence along said existing right of way line, South 40°37'07" West a distance of 17.04 feet to an angle point on said existing right of way line and being 35.44 feet left of Station 76+52.24 of said centerline;

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~~VOL 0007 PAGE 795~~

Thence along a line crossing Farrington Road, South  $8^{\circ}06'24''$  East a distance of 65.95 feet to a point at the intersection of said existing right of way line of C.R. 25A with the south right of way line of Farrington Road, and being 30.00 feet right of Station 76+44.04 of said centerline;

Thence along the west line of a 10.263 acre tract conveyed to Dayton Power and Light Company in Deed Book 676, Page 32, South  $4^{\circ}58'52''$  East a distance of 20.33 feet to a point on the proposed right of way line being 50.00 feet right of Station 76+41.41 of said centerline;

Thence South  $74^{\circ}45'01''$  West a distance of 194.24 feet to the east line of a 0.55 acre tract conveyed to the Board of County Commissioners of Miami County, Ohio in Deed Book 172 page 636 and being 50.00 feet right of Station 74+45.17 of said centerline;

The along the border of said Miami County tract the following four (4) courses:

Along a curve to the right having a radius of 488.12 feet, a central angle of  $5^{\circ}53'47''$ , a curve length of 50.23 feet, a chord bearing North  $20^{\circ}27'42''$  West a distance of 50.21 feet to a point on the existing centerline of right of way Farrington Road and being at Station 74+41.61 of said centerline;

Thence along said centerline, South  $74^{\circ}45'01''$  West a distance of 30.61 feet to a monument box set at Station 74+11.01 of said centerline;

Thence continuing along said centerline, South  $76^{\circ}37'48''$  West a distance of 28.02 feet to a point at Station 73+82.99 of said centerline;

Thence along a curve to the left having a radius of 474.33 feet, a central angle of  $6^{\circ}31'21''$ , a curve length of 50.13 feet, a chord bearing South  $17^{\circ}10'08''$  East a distance of 50.11 feet to a point on the proposed right of way line and being 50.00 feet right of Station 73+86.31 of said centerline;

Thence along the proposed right of way line the following six (6) courses

Thence South  $76^{\circ}37'48''$  West a distance of 211.45 feet to a point 58.64 feet right of Station 71+80.09 of said centerline;

Thence South  $87^{\circ}22'26''$  West a distance of 1032.92 feet to a point 52.85 feet right of Station 61+54.38 of said centerline;

Thence North  $88^{\circ}13'51''$  West a distance of 631.15 feet to a point 70.16 feet right of Station 55+32.19 of said centerline;

Thence along a curve to the right having a radius of 809.44 feet, a central angle of  $6^{\circ}01'20''$ , a curve length of 85.07 feet, a chord bearing North  $85^{\circ}12'53''$  West a distance of 85.04 feet to a point 76.09 feet right of Station 54+49.22 of said centerline;

Thence South  $14^{\circ}20'14''$  West a distance of 282.66 feet to a point 35.00 feet right of Station 6+65.00 of the centerline of construction of Experiment Farm Road;

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VOL 0007 PAGE 796

Thence North 75°36'32" West a distance of 35.00 feet to a point at Station 6+65.00 on the centerline of construction of Experiment Farm Road;

Thence North 14°20'14" East a distance of 329.50 feet to the point of beginning and containing 5.201 acres more or less of which 3.260 acres is in the present road occupied.

The above described area is within the Miami County Auditor's Permanent Parcel Number M40012700, containing 179.289 acres.

This description is based on a survey made by Korda/Nemeth Engineering Inc., under the direction and supervision of Nathan W. Anderson, Registered Surveyor No. 8322.

The basis of bearing of this description being on an assumed meridian.



*Nathan W. Anderson* 08/05/2008

Nathan W. Anderson, P.S.  
Registered Surveyor No. 8322

Date

DESCRIPTION APPROVED  
MIAMI COUNTY ENGINEER  
BY DV DATE 11-19-2008

VOL 0008 PAGE 938

VOL 0007 PAGE 797

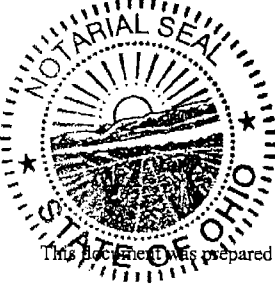
IN WITNESS WHEREOF Jinx Statler Beachler has hereunto set her hand on the 30<sup>th</sup> day of January, 2009 as Jinx Statler Beachler, and Jinx Statler Beachler pursuant to powers of attorney for Lisa Gilfillen Ruddy and James Ruddy; Christena Statler Hagan and Douglas Hagan; Jayne Statler Beachler; and Suzanne Statler Shoemaker.

Jinx Statler Beachler  
JINX STATLER BEACHLER

STATE OF OHIO, COUNTY OF MIAMI ss:

BE IT REMEMBERED that on the 30<sup>th</sup> day of January, 2009, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Jinx Statler Beachler, who signed or acknowledged the signing of the foregoing instrument to be her voluntary act and deed.

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



Sandra J. Curtis  
NOTARY PUBLIC  
My Commission expires: 4 May 13, 2013

This document was prepared by or for the State of Ohio, Department of Transportation, on forms approved by the Attorney General.

REFERENCES 1  
RECORDING FEE 0.00  
PAGES: 5

PRESENTED FOR RECORD  
MIAMI COUNTY, TROY, OHIO  
02/03/2009 10:00:40AM

20090R-01679

MIAMI COUNTY RECORDER  
JOHN S ALEXANDER

*Record*



~~REFERENCES 0  
RECORDING FEE 0.00  
PAGES: 5~~

~~PRESENTED FOR RECORD  
MIAMI COUNTY, TROY, OHIO  
02/03/2009 03:49:33PM~~

~~20090R-01458~~

~~MIAMI COUNTY RECORDER  
JOHN S ALEXANDER~~



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667394 10001110

Denny-map