

**DILLER & RICE, LLC**  
**228 ½ North Main Street**  
**Delphos, Ohio 45833**

**PRELIMINARY CERTIFICATE OF TITLE OPINION**

Prepared for: Dye Real Estate and Land Company

Property Owner: Nancy L. Dardio, Trustee of the Nancy L. Dardio Trust Agreement Dated 9-26-2007

This certifies that the undersigned, Ryan J. Warnecke, attorney-at-law, has performed an examination and search of all the public records and public indexes of Auglaize County, Ohio, relative to the real estate described in Schedule A hereof, said examination and search extending back over a period of not less than Forty (40) years. After performance of such examination, it is the opinion of the undersigned that, subject to the mortgage(s), lien(s), and other matters disclosed and shown under Schedule B hereof, that the fee simple marketable title to the real property described in Schedule A hereof was, as of the date of this certificate, indefeasible vested in:

Tract Parcel: B05-020-002-02 and B05-020-003-05

**Nancy L. Dardio, Trustee of the Nancy L. Dardio Trust Agreement dated 9-26-2007**, who claims title by warranty deed dated September 26, 2007, and recorded September 27, 2007, at 12:12 PM in OR 559, Page 228 in the records of the Auglaize County, Ohio Recording Office.

This certificate does not purport to cover the following: (a) Matters not of record, (b) Rights of persons in possession, (c) Rights to file mechanic's liens, (d) Special taxes and assessments not shown by the County Treasurer's Records, (e) Zoning and other governmental regulations, (f) Liens asserted by the United States and the State of Ohio, their agencies and Officers under the Ohio Solid and Hazardous Waste and Disposal Act and Federal Super Fund Amendments and under Racketeering Influence and Corrupt Organization acts and receivership liens, unless the lien is filed in the public records of the County in which the property is located, (g) Matters which might be disclosed by a search of Federal Court Records, (h) Future special assessments on the tax duplicate occasioned by past due water bills, sewer bills, weed cutting charges, property clean-up and building maintenance charges assessed by any governmental entities located in Putnam County.

## SCHEDULE A

### ACCURATE DESCRIPTION OF PROPERTY

#### PARCEL 1:

Situated in the Township of Duchouquet, County of Auglaize, and State of Ohio, to wit:

The following tract of land is part of the Northwest Quarter of Section 20, T5S, R6E, Duchouquet Township, Auglaize County, Ohio, and is more particularly described as follows:

Commencing at the stone at the Northeast corner of the Northwest Quarter of Section 20, Duchouquet Township (stone being in the center of the Linzee Road); thence in a westerly direction along the centerline of the Linzee Road 660.90 feet to a railroad spike, this being the place of beginning;

Thence continuing along the centerline of the Linzee Road, 668.0 feet to a railroad spike;

Thence in a Southerly direction with an internal angle of  $90^{\circ}22'$  980.50 feet to an iron pipe;

Thence in an Easterly direction with an internal angle of  $89^{\circ}38'$ , 665.0 feet to an iron pipe;

Thence in a Northerly direction with an internal angle of  $90^{\circ}33'$ , 980.50 feet to the railroad spike in the center of the Linzee Road, which was the place of beginning,

The above tract of land contains 15.0 acres more or less subject to all legal highways and easements of record.

Auditor's Parcel Number: B05-020-002-02

#### PARCEL 2:

Situated in the Township of Duchouquet, County of Auglaize, and State of Ohio, to wit:

The North Half of the Northeast Quarter and the East half of the Northeast Quarter of the Northwest Quarter of Section Twenty (20), Town Five (5) South, Range Six (6) East, containing one hundred (100) acres, more or less.

Saving, excepting and reserving to the grantors from the above one hundred (100) acres, the following ten (10) acre tract:

Being a parcel of land situated in the Northeast Quarter of Section 20, T 5 S, R 6 E, Duchouquet Township, Auglaize County, Ohio, and more fully described as follows:

Beginning at the Northeast corner of the Northeast Quarter of Section 20; thence South 1318.35' (feet) to a point; thence South  $89^{\circ}$  (degrees) 30' (minutes) West for a distance of 330.41' (feet) to

a point; thence North 1318.35' (feet) to a point; thence North 89° (degrees) 30' (minutes) East for a distance of 330.41' (feet) to the point of beginning. Said parcel of land contains 10.00 acres, more or less, and is subject to all legal highways.

LESS AND EXCEPT:

Being a part of the northeast quarter of Section 20, Town-5-South, Range-6-East, Duchouquet Township, Auglaize County, Ohio and more particularly described as follows:

Commencing for reference at a monument box (found) at the northeast corner of the northeast quarter of Section 20, and the centerline intersection of Wapak-Cridersville Road and Linzee Road; thence, N 89 degrees 31' 39" W along the north line of the northeast quarter of Section 20 and the centerline of Linzee Road, for a distance of 581.19 feet to a cotton gin spindle (set), said spindle being the POINT OF BEGINNING for the tract herein described;

Thence, S 01 degree 01' 36" W (passing through a 5/8" re-rod w/cap set on the south right-of-way line of Linzee Road at a distance of 20.00 feet) for a total distance of 250.00 feet to a 5/8" re-rod w/cap (set);

Thence, N 89 degrees 31' 39" W for a distance of 238.97 feet to a 5/8" re-rod w/cap (found);

Thence, N 01 degree 01' 36" E (passing through a 5/8" re-rod w/cap set on the south right-of-way line of Linzee Road at a distance of 230.00 feet) for a total distance of 250.00 feet to a cotton gin spindle (set) on the north line of the northeast quarter of Section 20 and the centerline of Linzee Road;

Thence, S 89 degrees 31' 39" E along the aforesaid north line and centerline, for a distance of 238.97 feet to the POINT OF BEGINNING containing therein 1.371 acres, of which 0.110 acres is road right-of-way. Subject to all easements and right-of way of record at the time of the recording of this instrument. Prepared by James M. Kent, PZS 6792 with reference hereby made to a plat of survey; Kent Surveying, Inc., drawing #3729-S dated June 2, 2003. Basis of bearings is per Auglaize County GPS depicting the north line of the northeast quarter of Section 20 as N 89 degrees 31' 39" W.

LESS AND EXCEPT:

Situated in the Township of Duchouquet, County of Auglaize, and State of Ohio, to wit:

Being a part of the northwest quarter of Section 20, T-5-S, R-6-E, Duchouquet Township, Auglaize County, Ohio, as evidenced by Deed Volume 249, Pages 31 and 32, and being more particularly described as follows:

TRACT 1

Commencing at a monument box marking the location of the north quarter corner of said Section 20 and the centerline of Linzee Road; thence N 90° 00' 00" W (assumed bearing along the north

line of said Section 20 and the centerline of Linzee Road a distance of 383.38 feet to a mine spike (set) and the PLACE OF BEGINNING;

Thence S 00° 13' 36" E for a distance of 477.29 feet to a 5/8" re-rod w/cap (set);

Thence N 83° 59' 57" W for a distance of 234.91 feet to a 5/8" re-rod w/cap (set)'

Thence N 00° 33' 45" E parallel with and 50 feet east of the east line of that parcel of land containing fifteen acres as described in Deed Volume 249, Page 32, for a distance of 452.75 feet to a mine spike (set) on the north line of said Section 20 and the centerline of Linzee Road;

Thence N 90° 00' 00" E along the north line of said Section 20 and the centerline of Linzee Road for a distance of 227.29 feet to the PLACE OF BEGINNING, containing therein 2.460 acres more or less of which 0.104 acres is road right-of-way.

ALSO

A perpetual nonexclusive easement, including the right to maintain the driveway which is located on the easement, in favor of the Grantees, their heirs, successors, and assigns, for ingress and egress to the above described Tract 1 on, over and across the following described real estate:

Commencing at a monument box marking the location of the north quarter corner of Section 20 and the centerline of Linzee Road; thence N 90° 00' 00" W (assumed bearing) for a distance of 610.67 feet to a mine spike (set), said point also being the northwest corner of the above described Tract 1, and the PLACE OF BEGINNING; thence S 00° 33' 45" W for a distance of 479.62 feet to a 5/8" re-rod w/cap (set); thence N 57° 07' 06" W for a distance of 59.16 feet to a 5/8" re-rod w/cap (set); thence N 00° 33' 45" E along the easterly line of that parcel containing fifteen acres evidenced by Deed Volume 249, Page 32, for a distance of 447.50 feet to a railroad spike (found) on the north line of said Section 20 and the centerline of Linzee Road; thence N 90° 00' 00" E along said north line of Section 20 and the centerline of Linzee Road for a distance of 50.00 feet to the PLACE OF BEGINNING, containing therein 23,161 square feet more or less.

SUBJECT TO

The Grantor retains as a perpetual (non-exclusive) easement for herself, her invitees and licensees, her heirs, successors and assigns, and their respective licensees and invitees, for ingress and egress and for all customary public and/or private road purposes, on, over and across the following described real estate:

Beginning at the 5/8" re-rod marking the location of the southwest corner of the above-described Tract 1; thence N 00° 33' 45" E along the westerly line of said Tract 1 for a distance of 8.63 feet to a point;

Thence S 57° 07' 06" E for a distance of 19.00 feet to the southerly line of the aforesaid Tract 1.

Thence N 83° 59' 57" W along the southerly line of the aforesaid Tract 1 for a distance of 16.13 feet to the Place of Beginning, containing therein 69 square feet more or less.

## TRACT 2

Commencing at a monument box marking the location of the north quarter corner of said Section 20 and the centerline of Linzee Road; thence N  $90^{\circ} 00' 00''$  W (assumed bearing) along the north line of said Section 20 and the centerline of Linzee Road for a distance of 383.38 feet to a mine spike (set), thence S  $00^{\circ} 13' 36''$  E for a distance of 477.29 feet to a 5/8" re-rod set and the PLACE OF BEGINNING;

Thence continuing S  $00^{\circ} 13' 36''$  for a distance of 153.91 feet to a 5/8" re-rod w/cap (set);

Thence N  $57^{\circ} 07' 06''$  W for a distance of 279.23 feet to a 5/8" re-rod w/cap (set);

Thence N  $00^{\circ} 33' 45''$  E for a distance of 26.87 feet to a 5/8" re-rod w/cap (set);

Thence S  $83^{\circ} 59' 57''$  E for a distance of 234.91 feet to the PLACE OF BEGINNING, containing therein 0.485 acres more or less.

The Grantor retains a perpetual (non-exclusive) easement for herself, her invitees and licensees, her heirs, successors and assignees, and their respective licensees and invitees, for ingress and egress and for all customary public and/or private road purposes, on, over and across the following described real estate:

Beginning at the northwesterly corner of the aforesaid Tract 2 (also being the southwest corner of Tract 1) at a 5/8" re-rod w/cap (set);

Thence S  $83^{\circ} 59' 57''$  E along the northerly line of said Tract 2 for a distance of 16.13 feet to a point;

Thence S  $57^{\circ} 07' 06''$  E for a distance of 259.65 feet to the easterly line of the aforesaid Tract 2;

Thence S  $00^{\circ} 13' 36''$  E along said easterly line for a distance of 35.81 feet to the southeasterly corner of the aforesaid tract;

Thence N  $57^{\circ} 07' 06''$  W along the southerly line of the aforesaid Tract 2 for a distance of 279.23 feet to the southwest corner of the aforesaid Tract 2;

Thence N  $00^{\circ} 33' 45''$  E along the westerly line of the aforesaid Tract 2 for a distance of 26.87 feet to the PLACE OF BEGINNING, containing therein 8,298 square feet, more or less.

Survey and description prepared by James M. Kent, Professional Surveyor No. 6792 dated June 12, 1991.

LESS AND EXCEPT

Situate in the Township of Duchouquet, County of Auglaize, and State of Ohio:

Being a part of the northwest quarter of Section 20, T-5-S, R-6-E, Duchouquet Township, Auglaize County, Ohio, as evidenced by Deed Volume 249, Pages 31 and 32, and being more particularly described as follows:

Commencing at a monument box marking the location of the north quarter corner of Section 20 and the centerline of Linzee Road; thence  $90^{\circ}00'00''$  W (assumed bearing) for a distance of 610.67 feet to a mine spike (set) and the PLACE OF BEGINNING; then  $S 00^{\circ}33'45''$  W for a distance of 479.62 feet to a 5/8" re-rod w/cap (set); thence  $N 57^{\circ}07'06''$  W for a distance of 59.16 feet to a 5/8" re-rod cap (set); thence  $N 00^{\circ}33'45''$  E along the easterly line of that parcel containing fifteen acres evidenced by Deed Volume 249, Page 32, for a distance of 447.50 feet to a railroad spike (found) on the north line of said Section 20 and the centerline of Linzee Road; thence  $N 90^{\circ}00'00''$  E along said north line of Section 20 and the centerline of Linzee Road for a distance of 50.00 feet to the PLACE OF BEGINNING, containing therein 23,161 square feet, more or less.

The Grantor retains a perpetual (non-exclusive) easement for herself, her invitees and licensees, her heirs, successors and assigns, and their respective licensees and invitees, for ingress and egress and for all customary public and/or private road purposes, on, over and across the above-described real estate.

Survey and description prepared by James M. Kent, Professional Surveyor No. 6792 dated June 12, 1991.

Containing after said exceptions, 85.152 acres of land, more or less.

Auditor's Parcel Number: B05-020-003-05

## **SCHEDULE B**

1. **RECORDED MORTGAGES OR DEEDS OF TRUST:**

None.

2. **MECHANICS OR MATERIALMEN'S LIENS:**

None.

3. **JUDGMENTS, FOREIGN EXECUTIONS OR CERTIFICATES OF JUDGMENT:**

None.

4. **LAND CONTRACTS OR RECORDED LEASES:**

None.

5. **SUITS PENDING OR LIS PENDENS AFFECTING TITLE:**

None.

6. **PARTY WALL AGREEMENTS AND EASEMENTS:**

As to Tract/Parcel: B05-020-002-02 and B05-020-003-05

The easement from Nancy L. Dardio, unmarried to Schlenker Developments, Inc., an Ohio Corporation dated May 15, 2000, and recorded May 16, 2000, at 11:14 AM in OR 399, Page 19 in the records of the Auglaize County, Ohio Recording Office.

The easement from Nancy Dardio to the Commissioners of Auglaize County dated November 20, 1995, and recorded December 15, 1995, at 11:48 AM in OR 254, Page 25 in the records of the Auglaize County, Ohio Recording Office.

As to Tract/Parcel: B05-020-003-05

The Easement from William Dardio and Nancy Dardio to Midwest Electric Company dated October 5, 1970 and recorded July 23, 1970 at 1:43 PM in Volume 206, page 941 in the records of the Auglaize County, Ohio Recording Office.

7. **ENFORCEABLE RESTRICTIONS:**

None.

8. OTHER CONDITIONS AFFECTING TITLE:

None.

9. TAXES:

Tract/Parcel: B05-020-002-02

Real estate taxes in the Amount of \$22.26 for the first half of tax year 2021 are now due and payable and are a lien on the property. A special assessment in the amount \$3.94 for Auglaize River Enhancement for the first half of tax year 2021 is now due and payable and is a lien on the property. Real estate taxes in the amount of \$22.26 for the second half of tax year 2021 are not yet due and payable but are a lien on the property. Real estate taxes and assessments for the tax year 2022 are not yet due and payable but are a lien on the property.


NOTE: The above-described real estate is presently under CAUV. Attention is called to the fact that there could be a possible recoupment of taxes if this property no longer is eligible for said benefit. The real estate described herein appears on the Agricultural Land Tax List. No liability is assumed herein for any lien which may arise by reason of the real estate being included on said list.

Tract/Parcel: B05-020-003-05

Real estate taxes in the Amount of \$695.22 for the first half of tax year 2021 are now due and payable and are a lien on the property. A special assessment in the amount \$11.25 for Auglaize River Enhancement for the first half of tax year 2021 is now due and payable and is a lien on the property. Real estate taxes in the amount of \$695.22 for the second half of tax year 2021 are not yet due and payable but are a lien on the property. Real estate taxes and assessments for the tax year 2022 are not yet due and payable but are a lien on the property.

NOTE: The above-described real estate is presently under CAUV. Attention is called to the fact that there could be a possible recoupment of taxes if this property no longer is eligible for said benefit. The real estate described herein appears on the Agricultural Land Tax List. No liability is assumed herein for any lien which may arise by reason of the real estate being included on said list.

**TITLE EXAMINED TO, AND THIS CERTIFICATE DATED THIS 28<sup>th</sup> DAY OF JANUARY 2022, AT 8:00 A.M.**

  
\_\_\_\_\_  
RYAN J. WARNECKE  
Attorney at Law



Schlenker Dev.  
404 Hamilton

Book 399 Page 19

**AGREEMENT**  
(Easement/Right of First Refusal)

This Agreement is made this 15<sup>th</sup> day of May, 2000 by and between Nancy L. Dardio, a single and unmarried woman, as owner of certain real property located in Duchouquet Township, Auglaize County, Ohio as described in Exhibit "A" attached hereto and incorporated herein for reference and Schlenker Developments, Inc. an Ohio Corporation.

- A. Nancy L. Dardio (hereinafter "Owner") is owner of real property consisting of 102 acres more or less located in Duchouquet Township, Auglaize County, Ohio. The legal description is located on Exhibit A attached hereto and incorporated herein for reference.
- B. This real property is not currently being offered for sale, but Owner recognizes the possibility that it may be listed for sale at some later date.
- C. Schlenker Developments, Inc. (hereinafter Schlenker) desires to have a right of first refusal to purchase the property if and when it is offered for sale, for the term specified herein.

In consideration of the payment of \$1.00, an 8" water line extension and a 12" sanitary sewer outlet extension both adjoining the Owner's real property as noted on the Clover Ridge Subdivision overall development plan and storm water pollution prevention plan May 3, 2000 as drawn and designed by Kent Surveying/Dab Designs on Exhibit C attached hereto and incorporated herein for reference, which is hereby acknowledged Owner grants to Schlenker a storm sewer easement as described on Exhibit "B", attached hereto and incorporated herein for reference, and a right of first refusal with respect to purchase the real property listed on Exhibit A. Schlenker shall have the right to transfer the storm sewer easement to Auglaize County. The parties acknowledge that along with the easement the maintenance and upkeep, repairs, of the storm sewer easement shall be responsibility of Auglaize County.

The storm sewer easement shall be a perpetual right to enter upon, construct, maintain and use a storm sewer outlet line for the Clover Ridge Subdivision. Said storm sewer line shall be maintained substantially in accordance with the construction drawings and to be approved by the Auglaize County Engineer and the Wapakoneta City Planning Commission Exhibit C. That said easement shall be for the sole use of Schlenker, its successors, and assigns, for the storm sewer line mentioned above.

That said storm sewer line shall be used solely as an outlet tile for said development of all phases of Clover Ridge Subdivision and that no tiles from adjacent ground can be connected to said tile, except by Owner, her heirs, successors and assigns.

That Schlenker or its agent shall install said tile and upon acceptance of said tile by the Auglaize County Engineer grant, to Schlenker and Owner the sole right to use this easement.

Schlenker shall have the right at all times to enter upon said land for inspection, repair and renewal of said storm sewer line and for the doing of all things necessary to maintain said storm sewer line in a proper condition and shall save Owner and her heirs, successors and assigns, harmless from any and all loss, cost, damage and expense from any cause arising out of any wrongful or negligent act of Schlenker in connection with the construction, reconstruction, operation and maintenance of said storm sewer line. Owner reserves for her use and that of her heirs, successors, and assigns, each and all of them the right to construct and maintain, under, over, and above said storm sewer such construction as shall be so constructed as not to interfere with said storm sewer line or prevent access to the storm sewer line nor injure the same as existing at the time of construction of such structure. Any tile drains and/or driveways as well as the surface of all lands disturbed by reason of or in connection with the installation, maintenance, repair or removal of the said storm sewer line shall be restored by Schlenker to the condition in which the same was found at the time of commencing such work.

1. If Owner desires to sell the real property, or any part thereof, and receives from some third party a bona fide offer for the purchase of the real property, Owner agrees to disclose the terms of the offer to Schlenker, in writing, by certified mail return receipt to Schlenker, within seven (7) days following receipt of the offer. A third party may include a relative of Owner.
2. Schlenker will have fourteen (14) days after receiving notice of the terms of offer within which to elect to purchase the entire real property or a part of it on the terms identical to those offered by the third party. This election will be made by written notice to Owner and accompanied by a check for \$1,000.00 to the order of Owner, to be applied to the purchase price. Within fourteen (14) days thereafter the parties will enter into a formal contract of sale containing the provisions and terms of the original bona fide offer made to Owner, except as the parties may mutually agree. It is understood that the consideration paid for this right of first refusal to purchase will not be applied to the purchase price of the real property.
3. If Schlenker fails to give the notice and to tender payment as provided in Paragraph two (2) as it pertains to the entire real property or a part thereof described in the offer from the bona fide purchaser Owner may proceed under the terms of the offer.
4. Owner shall not assign her rights in this Agreement without the express written consent of Schlenker. Said consent shall not be unreasonably withheld. The parties agree that the Owner may convey her rights under this

Agreement, and convey the property to a trust of which Owner is the Trustee, without the Schlenker's further consent. The Trustee shall be subject to the terms of this Agreement as the same as Owner.

5. This Agreement shall be in effect for a period of five (5) years commencing the date the parties' sign their names hereto. This Agreement shall be binding upon the Owner and inure to the benefit of and be binding upon her agents, next of kin, heirs, executors, administrators, devisees, legatees, assigns, creditors, or other representatives of the Owner and upon Schlenker, its successors and assigns.
6. If at any time only a portion of the of the real property on Exhibit A is offered for Sale by the Owner, regardless of whether or not Schlenker exercises the right of first refusal to purchase said part, Schlenker shall continue to have the right of first refusal to purchase all and every remaining portion of the real property, if all or any portion of the real property should be offered for sale by Owner during this term of the Agreement, upon the same conditions and stipulations as set forth above for the original offer to sell.
7. At any time during the five (5) year period of this Agreement Owner shall have the right and authority without the written permission of Schlenker to transfer to each of her seven (7) children a portion of the real property not to exceed five (5) acres in size to each child for use by her children for a residential property. The deed for the transferred real estate shall reference this Agreement and be bound by the terms of this Agreement. Owner shall also have the right to build for herself a residence located in this real property including a surrounding area not to exceed five (5) acres. Owner shall give Schlenker a 30 day notice prior to any transfer in this paragraph including the legal description.
8. The Owner acknowledges that the consideration is adequate and sufficient as recited above and the length of time recited is not a burden upon the real property or the Owner.
9. Until Schlenker exercises its right of first refusal and closes the transaction contemplated herein, Owner will continue to have full possession of the real property and will have the benefit of the crops growing on it at the time the option is exercised. The parties agree that Owner can harvest the timber on the real property during the term of this Agreement.
10. Owner warrants that the title to the real property is presently and will be at the time of the closing to be good and marketable, free and clear of any liens, encumbrances, restrictions, covenants and leasehold interests. If it is determined at the time of closing on the real property or any part that Owner does not have marketable title Owner shall cure any defects in the title within 30 days of notice to Owner, at Owner's expense. Owner may mortgage the

real property during term of this Agreement, without Schlenker's approval. If requested, Schlenker agrees to subordinate the right of first refusal to a lending institution.

11. Each party shall be responsible for their own closing costs and legal fees regarding this Agreement at the time of execution and at the time of exercising the right of first refusal, and closing.
12. Real estate taxes and assessments on the real property or any part shall be prorated to the date of any closing for the sale. Owner shall deliver to Schlenker a General Warranty Deed at the closing. This Agreement shall be filed for record with the Auglaize County Recorder at Schlenker's cost.
13. The parties agree that the eight (8) inch water line extension and the twelve (12) inch sanitary sewer outlet extension (collectively extensions) shall be completed at Schlenker's expense during the development of Phase I of the Clover Ridge Subdivision. The extensions shall be constructed substantially in accordance with the Clover Ridge Subdivision Overall Development Plan attached hereto as Exhibit C, and will be approved by the necessary governmental authorities. The depth of the extensions shall be in accordance with Exhibit C. Owner may inspect the Extensions during construction at her expense. Owner shall notify Schlenker of the inspection and it shall occur within twenty-four (24) hours of said notice. The inspection shall not disrupt construction.
14. Schlenker hereby warrants and represents that it has no knowledge at this time of any assessments that Owner would have to pay if Owner were to in the future connect into the 8" water line extension and 12" sewer line extension as described on Exhibit C hereto.
15. Addresses for Notices to Owner shall be sent to: Owner at 17686 Wapak-Cridersville Road, Wapakoneta, Ohio 45895.
16. Address for Notices to Schlenker shall be sent to: Schlenker Developments, Inc. 404 Hamilton Road, Wapakoneta, Ohio 45895.

Signed and entered into this 15<sup>th</sup> day of May, 2000.

Witness

Owner

Nancy J. Lutz  
Edward L. Schreyer

Nancy L. Dardio  
Nancy L. Dardio

Witness

*Edward L. Schroyer*

Schlenker Developments, Inc.

*John A. Schlenker*  
John A. Schlenker, President  
Schlenker Developments, Inc.  
Ohio Corporation

*Nancy J. Lunz*

*Phillip E. Schlenker*  
Phillip E. Schlenker, Secretary  
Schlenker Developments, Inc.  
Ohio Corporation

STATE OF OHIO, COUNTY OF AUGLAIZE:

Before me, a Notary Public, in and for said County and State, personally appeared the above named Nancy L. Dardio, a single and unmarried woman, John A. Schlenker, President of Schlenker Developments, Inc., an Ohio Corporation; Phillip E. Schlenker, Secretary, Schlenker Developments, Inc., an Ohio Corporation whom 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 Wapakoneta, Ohio this 15<sup>th</sup> day of May, 2000.

*Nancy J. Lunz*  
Notary Public

NANCY J. LUNZ  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires June 4, 2001

This instrument was prepared by Matthew J. Kentner, Attorney at Law, 110 W. Mechanic St., Wapakoneta, Ohio 45895. (419) 738-1222.

**EXHIBIT A**

Situate in the Township of Duchouquet in the County of Auglaize and State of Ohio.

The following tract of land is part of the Northwest Quarter of Section 20, T5S, R6E, Duchouquet Township, Auglaize County, Ohio, and is more particularly described as follows:

Commencing at the stone at the Northeast corner of the Northwest Quarter of Section 20, Duchouquet Township (stone being in the center of the Linzee Road); thence in a westerly direction along the centerline of the Linzee Road 660.90 feet to a railroad spike, this being the place of beginning;

Thence continuing along the centerline of the Linzee Road, 668.0 feet to a railroad spike;

Thence in a Southerly direction with an internal angle of 90 degrees 22', 980.50 feet to an iron pipe;

Thence in an Easterly direction with an internal angle of 89 degrees 38', 665.0 feet to an iron pipe;

Thence in a Northerly direction with an internal angle of 90 degrees 33', 980.50 feet to the railroad spike in the center of the Linzee Road which was the place of beginning.

The above tract of land contains 15.0 acres more or less subject to all legal highways and easements of record.

Prior Reference: Volume 214, Page 335, Deed Records, Auglaize County, Ohio.  
Volume 249 Page 29, Deed Records, Auglaize County, Ohio

**ALSO**

Situated in the Township of Duchouquet, County of Auglaize and State of Ohio:

The North half of the Northeast Quarter and the East half of the Northeast Quarter of the Northwest Quarter of Section Twenty (20), Town Five (5) South, Range Six (6) East, containing One Hundred (100) acres, more or less,

Saving, excepting and reserving to the grantors from the above one hundred (100) acres, the following ten (10) acre tract:

Being a parcel of land situated in the Northeast Quarter of Section 20, T5S, R6E, Duchouquet Township, Auglaize County, Ohio, and more fully described as follows:

Beginning at the Northeast corner of the Northeast Quarter of Section 20; thence South 1318.35' (feet) to a point; thence South 89 degrees 30' (minutes) West for a distance of 330.41' (feet) to a point; thence North 1318.35' (feet) to a point; thence North 89 degrees 30' (minutes) East for a distance of 330.41' (feet) to the point of beginning.

Said parcel of land contains 10.00 acres, more or less, and is subject to all legal highways.

Prior Reference: Volume 200, Page 783, Deed Records, Auglaize County, Ohio.  
Volume 249, Page 29, Deed Records, Auglaize County, Ohio

Less and Except the following:  
(Dardio to Ritchie)

Situate in the Township of Duchouquet, County of Auglaize, and State of Ohio:

Being a part of the northwest quarter of Section 20, T-5-S, R-6-E, Duchouquet Township, Auglaize County, Ohio, as evidenced by Deed Volume 249, Pages 31 and 32, and being more particularly described as follows:

TRACT 1

Commencing at a monument box marking the location of the north quarter corner of said Section 20 and the centerline of Linzee Road; thence N 90 degrees 00'00" W (assumed bearing) along the north line of said Section 20 and the centerline of Linzee Road a distance of 383.38 feet to a mine spike (set) and the PLACE OF BEGINNING;

Thence S 00 degrees 13'36" E for a distance of 477.29 feet to a 5/8" re-rod w/cap (set);

Thence N 83 degrees 59'57" W for a distance of 234.91 feet to a 5/8" re-rod w/cap (set);

Thence N 00 degrees 33'45" E parallel with and 50 feet east of the east line of that parcel of land containing fifteen acres as described in Deed volume 249, Page 32, for a distance of 452.75 feet to a mine spike (set) on the north line of said Section 20 and the centerline of Linzee Road;

Thence N 90 degrees 00'00" E along the north line of said Section 20 and the centerline of Linzee Road for a distance of 227.29 feet to the PLACE OF BEGINNING, containing therein 2.460 acres more or less of which 0.104 acres is road right-of-way.

ALSO

A perpetual, nonexclusive easement, including the right to maintain the driveway which is located on the easement, in favor of the Grantees, their heirs, successors and assigns, for ingress and egress to the above described TRACT 1 on, over and across the following described real estate:

Commencing at a monument box marking the location of the north quarter corner of Section 20 and the centerline of Linzee Road; thence N 90 degrees 00'00" W (assumed bearing) for a distance of 610.67 feet to a mine spike (set), said point also being the northwest corner of the above described Tract 1, and the PLACE OF BEGINNING:

thence S 00 degrees 33'45" W for a distance of 479.62 feet to a 5/8" re-rod w/cap (set);  
 thence N 57 degrees 07'06" W for a distance of 59.16 feet to a 5/8" re-rod w/cap (set);  
 thence N 00 degrees 33'45" E along the easterly line of that parcel containing fifteen  
 acres evidenced by Deed Volume 249, Page 32, for a distance of 447.50 feet to a railroad  
 spike (found) on the north line of said Section 20 and the centerline of Linzee Road;  
 thence N 90 degrees 00'00" E along said north line of Section 20 and the centerline of  
 Linzee Road for a distance of 50.00 feet to the PLACE OF BEGINNING, containing  
 therein 23,161 square feet, more or less.

#### SUBJECT TO

The Grantor retains a perpetual (non-exclusive) easement for herself, her invitees  
 and licenses, her heirs, successors and assigns, and their respective licenses and invitees,  
 for ingress and egress and for all customary public and/or private road purposes, on, over  
 and across the following described real estate:

Beginning at the 5/8 re-rod marking the location of the southwest corner of the  
 above described Tract 1; thence N 00 degrees 33'45" E along the westerly line of said  
 Tract 1 for a distance of 8.63 feet to a point;

Thence S 57 degrees 07'06" E for a distance of 19.00 feet to the southerly line of  
 the aforesaid Tract 1.

Thence N 83 degrees 59'57" W along the southerly line of the aforesaid Tract 1  
 for a distance of 16.13 feet to the Place of Beginning, containing therein 69 square feet  
 more or less.

#### TRACT 2

Commencing at a monument box marking the location of the north quarter corner  
 of said Section 20 and the centerline of Linzee Road; thence N 90 degrees 00'00" W  
 (assumed bearing) along the north line of said Section 20 and the centerline of Linzee  
 Road for a distance of 383.38 feet to a mine spike (set); thence S 00 degrees 13'36" E for  
 a distance of 477.29 feet to a 5/8" re-rod set and the PLACE OF BEGINNING;

Thence continuing S 00 degrees 13'36" E for a distance of 153.91 feet to a 5/8"  
 re-rod w/cap (set);

Thence N 57 degrees 07'06" W for a distance of 279.23 feet to a 5/8" re-rod  
 w/cap (set);

Thence N 00 degrees 33'45" E for a distance of 26.87 feet to a 5/8" re-rod w/cap  
 (set);

Thence S 83 degrees 59'57" E for a distance of 234.91 feet to the PLACE OF  
 BEGINNING, containing therein 0.485 acres more or less.

The Grantor retains a perpetual (non-exclusive) easement for herself, her invitees  
 and licenses, her heirs, successors and assigns, and their respective licenses and invitees,  
 for ingress and egress and for all customary public and/or private road purposes, on, over  
 and across the following described real estate:



Beginning at the northwesterly corner of the aforesaid Tract 2 (also being the southwesterly corner of Tract 1) at a 5/8" re-rod w/cap (set);

Thence S 83 degrees 59'57" E along the northerly line of said Tract 2 for a distance of 16.13 feet to a point;

Thence S 57 degrees 07'06" E for a distance of 259.65 feet to the easterly line of the aforesaid Tract 2;

Thence S 00 degrees 13'36" E along said easterly line for a distance of 35.81 feet to the southeasterly corner of the aforesaid tract;

Thence N 57 degrees 07'06" W along the southerly line of the aforesaid Tract 2 for a distance of 279.23 feet to the southwesterly corner of the aforesaid Tract 2;

Thence N 00 degrees 33'45" E along the westerly line of the aforesaid Tract 2 for a distance of 26.87 feet to the PLACE OF BEGINNING, containing therein 8,298 square feet, more or less.

Survey and description prepared by James M. Kent, Professional Surveyor No. 6792 dated June 12, 1991.

\*\* The real property listed herein is subject to the easements of record granted to Midwest Electric Co Volume 206 Page 941 Auglaize County Deed Records and to Auglaize County Commissioners Official Records 254 Page 25 Auglaize County Deed Records.\*\*

**EXHIBIT B**  
**(0.122 acres storm sewer easement description)**

Being a part of the northwest quarter of Section 20, T-5-S, R-6-E, Duchouquet Township, Auglaize County, Ohio and more particularly described as follows:

Commencing at a p-k nail (found) at the southwest corner of the northwest quarter of said Section 20, and the centerline intersection of State Route 501 and Infirmary Road; thence along the south line of the northwest quarter, S 88 degrees 30'24" E for a distance of 1324.99 feet to a "mag-nail" (found) at the southwest corner of the east half of the northwest quarter of Section 20; thence N 00 degrees 49'41" E along the west line of the aforesaid east half, for a distance of 1685.77 feet to a 5/8" re-rod w/cap (found), said re-rod being the POINT OF BEGINNING for the easement herein described,

thence, continuing along the aforesaid west line of the east half of the northwest quarter of Section 20, N 00 degrees 49'41" E for a distance of 500.00 feet to a point; thence, S 89 degrees 10' 19" E for a distance of 25.00 feet to a point; thence S 00 degrees 49'41" W for a distance of 20.00 feet to a point; thence N 89 degrees 10'19" W for a distance of 15.00 feet to a point; thence S 00 degrees 49' 41" W for a distance of 479.93 feet to a point; thence N 89 degrees 33" 07" W for a distance of 10.00 feet to the POINT OF BEGINNING, containing therein 0.122 acres.

AUGLAIZE COUNTY RECORDING OFFICE  
Recorded 05/16/2000 at 11:14:40  
No. 2000-00003648 1 of 11 Pgs  
Fee Amt: 50.00  
ANN BILLINGS, COUNTY RECORDER

29

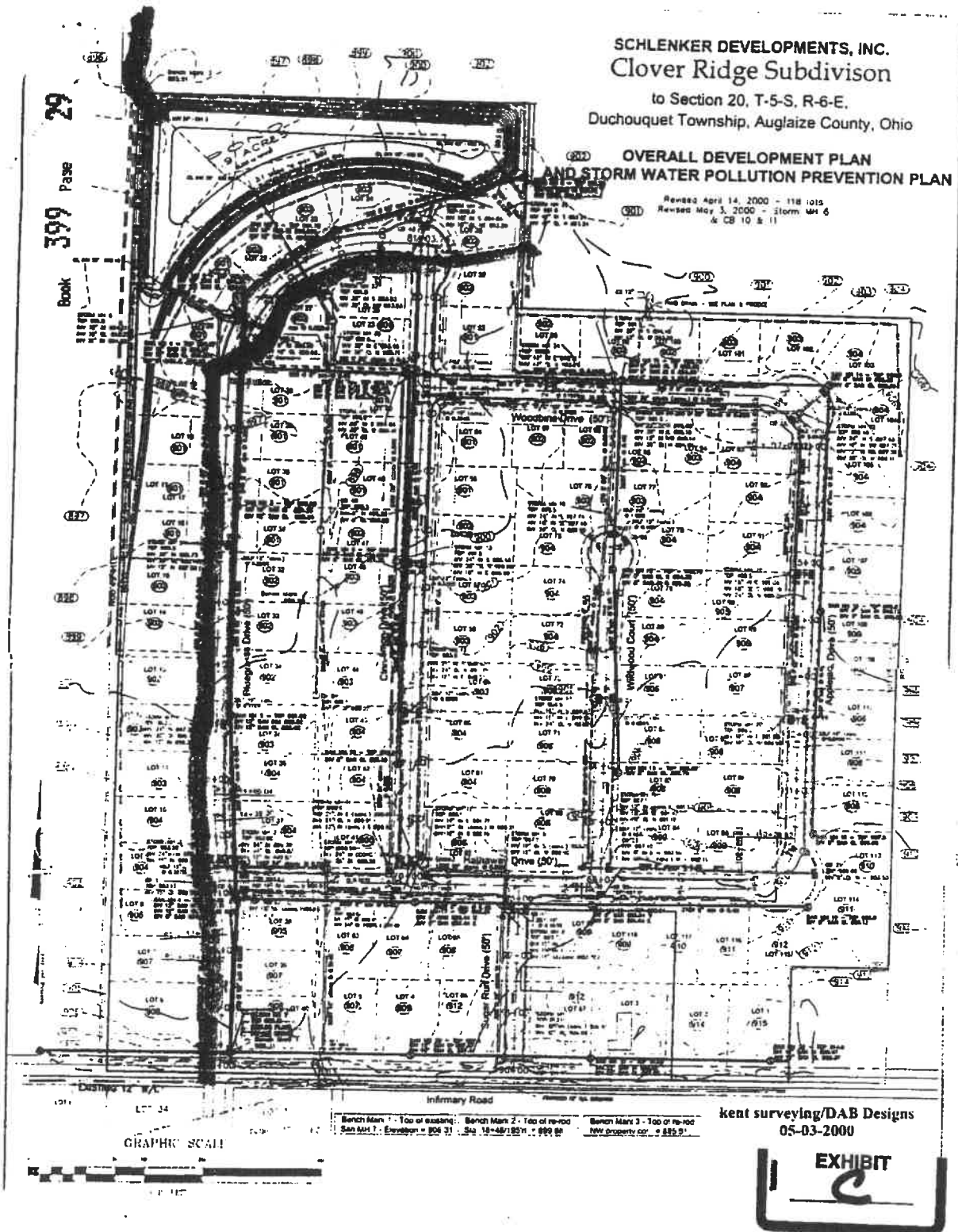
Book 399 Page

SCHLENKER DEVELOPMENTS, INC.  
Clover Ridge Subdivision

to Section 20, T-5-S, R-6-E,  
Duchouquet Township, Auglaize County, Ohio

OVERALL DEVELOPMENT PLAN  
AND STORM WATER POLLUTION PREVENTION PLAN

Revised April 14, 2000 - 118 lots  
Revised May 3, 2000 - Storm W.P.P.  
& CS 10 & 11



kent surveying/DAB Designs  
05-03-2000

EXHIBIT

2

07162 W

RECEIVED 18

95 DEC 15 AM 11:48

MARLENE SCHUMANN  
AUGLAIZE CO. RECORDER  
Pick UP

VOL 254 PAGE 0025

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Nancy Dardio, the GRANTOR, for and in consideration of the sum of \$ One (\$1.00) Dollar and other good and valuable consideration do hereby GRANT, BARGAIN, SELL, CONVEY AND RELEASE to The Commissioners of Auglaize County, the GRANTEE, their successors and assigns forever, a Easement and Perpetual Right to enter upon, construct, maintain and use an outlet storm sewer line for the proposed development of the southeast quarter of the Southwest quarter of Section 20, T-5-S, R-6-E, Duchouquet Township, Auglaize County, Ohio in, over, through and across the land described as follows:

DRAINAGE EASEMENT

Being a fifteen (15) foot wide easement in the northeast quarter of the Northwest quarter of Section 20, T-5-S, R-6-E, Duchouquet Township, Auglaize County, Ohio and more particularly described as follows:

Commencing at an iron pin found at the southwest corner of said Northwest quarter of said Section 20; thence N 88°31'26" E with the south line of said Northwest quarter, 1324.90 feet to the southwest corner of the east half of said Northwest quarter of said Section 20; thence N 01°08'28" W with the west line of said east half, 2,120.00 feet to a point and the PLACE OF BEGINNING thence continuing N 01°31'26" W with said west line, 50.00 feet to a point; thence N 88°30'16" E, 15.00 feet to a point; thence S 01°31'26" E, 50.00 feet to a point; thence S 88°30'16" W, 15.00 feet to the PLACE OF BEGINNING.

Said Outlet storm sewer line shall be maintained substantially in accordance with the construction drawings for said outlet storm sewer line as prepared by Kuck and Morrissey, Inc, Consulting Engineers and Surveyors and approved by the Auglaize County Engineer and the Wapakoneta City Planning Commission;

That said twenty (20) foot easement shall be for the sole use of the Commissioners of Auglaize County for the outlet storm sewer line mentioned above;

That said outlet storm sewer line shall be used solely as an outlet tile for said development of said southeast quarter of said Southwest quarter and that no tiles from adjacent ground can be connected to said tile;

That the developer for said development shall install said outlet tile and upon acceptance of said tile by the Auglaize County Engineer grant to the Commissioners of Auglaize County the sole rights to this easement;

The said Commissioners of said Auglaize County, shall have the right at all times to enter upon said land for the inspection, repair and renewal of said outlet storm sewer line and for the doing of all things necessary to maintain said outlet storm sewer line in a proper condition and shall save the owners thereof, its successors and assigns, harmless from any and all loss, cost, damage and expense from any cause arising out of any wrongful or negligent act of said Commissioners of Auglaize County, in connection with the construction, re-construction, operation and maintenance of said outlet storm sewer line. The GRANTOR reserve for their use and that of their successors and assigns, each and all of them, the right to construct and maintain, under, over, and above said outlet storm sewer line such structures as shall

## EASEMENT -

Nancy Dardio,  
to the Commissioners of Auglaize County

be so constructed as not to interfere with said outlet storm sewer line or prevent access to the outlet storm sewer line, nor injure same, as existing at the time of construction of such structure.

Any tile drains and/or driveways as well as the surface of all lands disturbed by reason of or in connection with the installation, maintenance, repair or removal of the said outlet storm sewer line shall be restored by the same GRANTEE to the condition in which the same was found at the time of commencing such work.

IN WITNESS WHEREOF, the undersigned have set their hands this 20 day of Nov., 1995.

Signed in the presence of:

Michael J. Schaub  
Linda Hemmert

Nancy Dardio  
Nancy Dardio

STATE OF OHIO:

SS

AUGLAIZE COUNTY:

Before me, a notary public, in and for said county, personally appeared the above named, Nancy Dardio 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 subscribed my name and affixed my official seal this 20 day of Nov., 1995.

Gary L. Binkley  
Notary Public



GARY L. BINKLEY  
Notary Public, State of Ohio  
My Commission Expires May 13, 1998

PROPOSED  
15'x30' Easement



R/W  
R/W

INFIRMARY ROAD

YAH Addition

EXHIBIT "A"

**RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned (whether one or more)

William and Nancy Dardio

(unmarried) (husband and wife) in consideration of one dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, (do, does) hereby grant unto MIDWEST ELECTRIC, INC., a co-operative corporation (hereinafter called the "Co-operative") whose post office address is St. Marys, Ohio, and to its successors or assigns the right to enter upon the lands of the undersigned, situated in the Township of Duchouquet, County of Auglaize, State of Ohio, and more particularly described as follows: N  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  and the E  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 20, Town 5 South, Range 6 East, Containing 100 acres more or less.

and to construct, reconstruct, rephase, relocate, replace, repair, operate, and maintain on the above described lands and/or in or upon all streets, roads, or highways abutting said lands, an electric transmission and/or distribution line or system; to cut, trim, or control the growth by chemical means, machinery or otherwise all trees and shrubbery located within 10 feet of the center line of said line or system or that may interfere with or threaten or endanger the operation and maintenance of said line or system; and to license, permit or otherwise agree to the joint use of occupancy of the line or system by any other person, association, or corporation, for electrification or telephone purposes.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed on the above-described lands at the Co-operative's expense shall remain the property of the Co-operative and be removable at the option of the Co-operative.

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:)

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 5 day of October, 1971

William Dardio (L. S.)  
Nancy Dardio (L. S.)

Signed, sealed and delivered  
 in the presence of:

James A. Smith  
John C. Smith

124640 a  
 RECEIVED AND FILED  
 Vol 206 July 23, 1971  
 Page 941 At 1:42 P  
 \$2.00

Le Roy A. Thomas  
 Notary Public, Auglaize County, Ohio

STATE OF OHIO  
 COUNTY OF Auglaize

Be it remembered, that on this 5 day of October, 1971, personally appeared before me, the undersigned, a Notary Public in and for said County and State, the above named

William Dardio, Nancy Dardio grantor (s)

in the foregoing grant, and acknowledged the execution thereof to be their voluntary act and deed.

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

Notary Public William A. Smith Auglaize County, Ohio

This instrument prepared by Midwest Electric, Inc.,  
 St. Marys, Ohio

THOMAS & SONS, Notary Public  
 Notary Public, Auglaize County, Ohio  
 My Comm. Exp. 6-25-1977