

PRELIMINARY CERTIFICATE OF TITLE

To: Dye Real Estate

Re: Bradley G. Herron
Karla R. Herron
0.173 acres
Woodstock/Rush Twp., Champaign Co.

This is to certify that the undersigned has examined the abstract of indices to the records of Champaign County, Ohio, in conformity with the Ohio Merchantable Title Act, insofar as they affect title to the following described real estate:

See attached Exhibit A hereto.

Subject to all valid and enforceable conditions, restrictions, easements, rights of ways and highways of record.

We find that Bradley G. Herron and Karla R. Herron are vested with good and marketable title to the premises by virtue of a Quit Claim Deed dated September 6, 2014, and filed for record on September 17, 2014, at 3:42 o'clock p.m. in Volume 526, Page 1990, of the Official Records of Champaign County, subject only to the following matters:

TAXES AND ASSESSMENTS

Parcel No. H29-26-00-41-00-099-01 (0.173 acres) Taxes per Half: \$10.57

1. Real estate taxes and assessments for the first half of 2022 are paid. Real estate taxes and assessments for the second half of 2022 are not yet due and payable.

MORTGAGES

2. None

EASEMENTS

3. None

LIENS, ETC.

4. None

ALL OTHER MATTERS

5. The herein described tract is to be attached to an adjoining parcel and is not to be used as a separate and independent tract.

This report does not purport to cover matters not of record in said County; right to take mechanic's liens; assessments not certified to County Auditor; rights of tenants or parties in possession; objections and encroachments that would be disclosed by an accurate survey or inspection of the premises; unpaid water bills; zoning ordinances and restrictions and titles of and to adjoining lands; fraud or forgery in the execution of title papers by a minor, an insane person, incompetent or a defective Corporation; the possible existence of heirs or devisees not disclosed in the public records; an inoperative conveyance or inheritance tax lien resulting from lack of delivery of deed during the lifetime of the grantor herein; the invalidity of a recorded power of attorney, regular in form; the cases of undisclosed marriages and divorces; easements duly acquired by adverse user or prescription; indexing and similar mistakes of County employees and Court reversal of a line of title decisions, as none of such hidden defects become apparent from a careful search and reporting of all matters of record. No search has been made of the United States District Court for any bankruptcy proceedings.

This report is made at the instance of Dye Real Estate and is not descendible nor assignable, and is not to be relied upon by any other person or corporation.

Dated at Urbana, Ohio this 31th day of May, 2023, at 8:00 o'clock a.m.

THOMPSON, DUNLAP & HEYDINGER, LTD.

By: 

Katrina Sutherly Gaskins

Exhibit A

Being situate in the State of Ohio, County of Champaign, Village of Woodstock, and being a part of Virginia Military Survey 7323, and being more particularly described as follows:

Beginning for reference at a Mag Nail found at the intersection of the centerline of Urbana-Woodstock Pike (Co. Hwy. 2)(60' right-of-way) and the East line of Virginia Military Survey 7323;

Thence with the centerline of said Urbana-Woodstock Pike the following two (2) courses:

1. S-65°29'00"-W, 254.47" (feet) to a Railroad Spike found;
2. S-54°03'55"-W, 17.15" (feet) to a Mag Nail found at the Northwest corner of a 1.392 acre tract conveyed to Bradley G. Herron by Deed recorded in Official Record 473, page 543, also being at the Northeast corner of a 0.198 acre tract conveyed to Daniel Layne by Deed recorded in Official Record 519, page 2271 of the Champaign County Records.

Thence S-11°55'13"-E, 100.17' (feet) to an iron bar set at the **PRINCIPLE PLACE OF BEGINNING** for the tract hereinafter described, (said iron bar set being on the North line of a 0.612 acre tract conveyed to Daniel Layne by Deed recorded in Official Record 519, page 2273, of which the herein described parcel is a part of, and bears N-84°36'44"-E, 5.50' (feet) from an iron bar found at the Southwest corner of aforementioned Herron's 1.392 acre tract which is also the Southeast corner of aforementioned Layne's 0.198 acre tract), passing for reference an iron bar set on the right-of-way line of Urbana-Woodstock Pike at 32.84' (feet);

Thence with the South line of said Herron's 1.392 acre tract, N-84°36'44"-E, 86.78' (feet) to an iron bar found at the Northwest corner of a 0.804 acre tract conveyed to Bradley G. Herron by Deed recorded in Official Record 519, page 2269 of the Champaign County Records;

Thence with the West line of said Herron's 0.804 acre tract, S-5°10'01"-E, 124.90' (feet) to an iron bar found on the North line of a 43.585 acre tract conveyed to Bradley G. Herron, ETAL, by Deed recorded in Official Record 490, page 1893 of the Champaign County Records;

Thence with the North line of said Herron's 43.585 acre tract, S-84°39'36"-W, 72.00' (feet) to an iron bar set;

Thence N-11°55'12"-W, 125.65' (feet) to the place of beginning.

Containing 0.228 acre but being subject to the rights of all legal highways and all easements of record.

Being a part of a 0.612 acre tract conveyed to Daniel Layne by Deed recorded in Official Record 519, page 2273 of the Champaign County Records.

The herein described tract is to be attached to an adjoining parcel and is not to be used as a separate and independent tract.

The foregoing description prepared by an in accordance with a Survey by William D. Edwards, Professional Surveyor No. 7574, August 21, 2014. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings for the herein described tract are based on the centerline of Urbana-Woodstock Pike per Official Record 520, page 953 of the Champaign County Records. (S-54°03'55"-W).

Parcel No. H29-26-00-41-00-099-00

SAVE & EXCEPT

Being situate in the State of Ohio, County of Champaign, Village of Woodstock, Rush Township, and being a part of Virginia Military Surveys 7323 & 7822, and being more particularly described as follows:

Beginning for reference at a Mag Nail found at the intersection of the centerline of W. Bennett Street (60' right-of-way) and the East line of V.M.S. 7323, also being the West line of V.M.S. 7822;

Thence with the centerline of W. Bennett Street, S-65 degrees 02'18"-W, 67.23' (feet) to a Mag Nail found at the PRINCIPLE PLACE OF BEGINNING for the tract hereinafter described, also being the Northwest corner of a 0.298 acre tract conveyed to Candice M. McClintock by deed recorded in Official Record 554, Page 2654;

Thence S-25 degrees 12'01"-E, 158.67' (feet) to an iron bar found at the Southwest corner of the 0.298 acre tract, passing for reference an iron found on the right-of-way line of W. Bennett Street at 30.00' (feet);

Thence with the South line of the 0.298 acre tract with the South line of a 0.326 acre tract conveyed to Candice M. McClintock by deed recorded in Official Record 565, Page 3410. N-84 degrees 10'02"-E, 131.89' (feet) to an iron bar found at the Southeast corner of the 0.326 acre tract;

Thence with the West line of a parcel conveyed to Mary Sarver by deed recorded in Deed Volume 154, Page 211, S-11 degrees 32'51"-E, 20.00' (feet) to an iron bar found at the Northwest corner of a 2.110 acre tract conveyed to Edward L. Allison by deed recorded in Official Record 154, Page 184;

Thence with the West line of the 2.110 acre tract, S-5 degrees 38'47"-E, 125.02' (feet) to an iron bar found on the North line of a 49.908 acre tract conveyed to Proctor Run Development, LLC, by deed recorded in Official Record 536, Page 3228;

Thence with the North line of the 49.908 acre tract and with the North line of a 10.064 acre tract conveyed to Proctor Run Development, LLC, by deed recorded in Official Record 536, Page 3228, S-84 degrees 11'52"-W, 291.68' (feet) to an iron bar set, passing for reference an iron bar found at 280.15' (feet);

Thence N-12 degrees 21'55"-W, 107.60' (feet) to an iron bar found at the Southwest corner of a 0.307 acre tract conveyed to Lauren M. Akers & Patricia Ratliff by deed recorded in Official Record 572, Page 3095;

Thence N-79 degrees 02'47"-E, 108.71' (feet) to an iron bar found at the Southeast corner of the 0.307 acre tract;

Thence with the East line of the 0.307 acre tract, N-26 degrees 59'20"-W, 165.00' (feet) to a Mag Nail found on the centerline of aforementioned W. Bennett Street, passing for reference an iron bar found on the right-of-way line of W. Bennett Street at 134.98' (feet);

Thence with the centerline of W. Bennett Street, N-65 degrees 02'18"-E, 73.14' (feet) to the place of beginning.

Containing, 1.156 acres, 0.050 acres of which is the Road right-of-way, 0.691 acre of which is a part of V.M.S. 7323, and 0.465 acre of which is a part of V.M.S. 7822, but being subject to the rights of all legal highways and all easements of record, including, but not limited to, a drainage easement reserved herein and described as follows:

Beginning for reference at a Mag Nail found at the intersection of the centerline of W. Bennett Street (60' right-of-way) and the East line of the V.M.S. 7323, also being the West line of V.M.S. 7822;

Thence with the centerline of W. Bennett Street, S-65 degrees 02'18"-W, 67.23' (feet) to a Mag Nail found at the PRINCIPLE PLACE OF BEGINNING for the easement hereinafter described, also being at the Northwest corner of a 0.298 acre tract conveyed to Candice M. McClintock by deed recorded in Official Record 554, Page 2654;

Thence S-25 degrees 12'01"-E, 158.67' (feet) to an iron bar found at the Southwest corner of the 0.298 acre tract, passing for reference an iron bar found on the right-of-way line of W. Bennett Street at 30.00' (feet);

Thence with the South line of the 0.298 acre tract and with the South line of a 0.326 acre tract conveyed to Candice M. McClintock by deed recorded in Official Record 565, Page 3410, N-84 degrees 10'02"-E, 131.89' (feet) to an iron bar found at the Southeast corner of the 0.326 acre tract;

Thence with the West line of a parcel conveyed to Mary Sarver by deed recorded in Deed Volume 154, Page 211, S-11 degrees 32'51"-E, 20.00' (feet) to an iron bar found at the Northwest corner of a 2.110 acre tract conveyed to Edward L. Allison by deed recorded in Official Record 154, Page 184;

Thence S-84 degrees 10'02"-W, 142.79' (feet) to a point;

Thence N-25 degrees 12'01"-W, 174.56' (feet) to a point on the centerline of aforementioned W. Bennett Street, passing for reference the right-of-way line of W. Bennett Street at 144.56' (feet);

Thence with the centerline of W. Bennett Street, N-65 degrees 02'18"-E, 15.00' (feet) to the place of beginning.

Containing 0.120 acre, 0.10 acre of which the Road right-of-way, 0.062 acre of which is in V.M.S. 7822, and 0.050 acre of which is in V.M.S. 7323.

The 1.156 acre tract described herein is all of a 0.782 acre tract conveyed to Bradley G. Herron by deed recorded in Official Record 519, Page 2269, 0.329 acre of an original 1.392 acre tract conveyed to Bradley G. Herron by deed recorded in Official Record 570, Page 1738 & 0.045 acre out of a 0.218 acre tract conveyed to Bradley G. Herron by deed recorded in Official Record 526, Page 1990, of the Champaign County Records.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, Professional Surveyor No. 7574, December 23, 2020. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings are based on the centerline of W. Bennett Street per an assumed bearing of N-65 degrees 02'18"-E.

SAVE & EXCEPT

Being situate in the State of Ohio, County of Champaign, Village of Woodstock, Rush Township, and being a part of Virginia Military Survey 7323, and being more particularly described as follows:

Beginning for reference at a Mag Nail found at the intersection of the centerline of W. Bennett Street (60' right-of way) (fka Urbana-Woodstock Road) and the East line of V.M.S. 7323, also being the West line of V.M.S. 7822;

Thence with the centerline of W. Bennett Street, S-65°02'18"-W, 140.37' (feet) to a Mag Nail set at the **PRINCIPLE PLACE OF BEGINNING** for the tract hereinafter described, passing for reference a Mag Nail found at the Northwest corner of a 0.298 acre tract conveyed to Candice M. McClintock by deed recorded in Official Record 554, Page 2654, at 67.23' (feet);

Thence S-26°59'20"-E, 165.00' (feet) to an iron bar set, passing for reference an iron bar set on the right-of-way line of W. Bennett Street at 30.02' (feet);

Thence S-79°02'47"-W, 108.71' (feet) to an iron bar set;

Thence N-12°21'55"-W, 142.00' (feet) to a Mag Nail set on the centerline of aforementioned W. Bennett Street, passing for reference an iron bar set on the right-of-way line of W. Bennett Street at 111.26' (feet);

Thence with the centerline of W. Bennett Street, N-65°02'18"-E, 68.67' (feet) to the place of beginning.

Containing 0.307 acre, 0.050 acre of which is within the Road right-of-way, but being subject to the rights of all legal highways and all easements of record.

Being 0.275 acre out of an original 1.392 acre tract conveyed to Bradley G. Herron by deed recorded in Official Record 570, Page 1738, 0.022 acre out of a 0.804 acre tract also conveyed to Bradley G. Herron by deed recorded in Official Record 519, Page 2269, and 0.010 acre out of a 0.228 acre tract also conveyed to Bradley G. Herron by deed recorded in Official Record 526, Page 1990, of the Champaign County Records.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, Professional Surveyor No. 7574, May 20, 2020. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings are based on the centerline of W. Bennett Street per an assumed bearing of N-65°02'18"-E.

Instrument 201400003773 OR Book Page 526 1990

201400003773
Filed for Record in
CHAMPAIGN COUNTY, OHIO
ROBIN K. EDWARDS, RECORDER
09-17-2014 At 03:42 PM.
QUIT C DEED 36.00
OR Book 526 Page 1990 - 1992

Gi ✓
Ⓟ

Transferred 9-17-14
Fee(ORC 319.202) 4.00
Conveyance 14-0516
Exempt _____
Deputy [Signature]

**Karen T. Bailey, Auditor
Champaign County, Ohio**

Quit Claim Deed

Know All Men By These Presents

That Daniel L. Layne and Linda L. Layne, married,

for valuable consideration paid, does hereby Remise, Release and Forever Quit Claim to

Bradley G. Herron and Karla R. Herron, husband and wife, for their joint lives,

remainder to the survivor of them.

whose tax mailing address is

755 West Central Avenue
Delaware, Ohio 43015

the following described Real Estate:

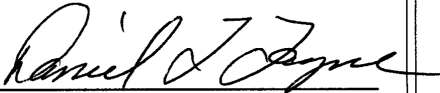
**REAL ESTATE DESCRIPTION APPENDED HERETO
AND INCORPORATED HEREIN AS EXHIBIT A**

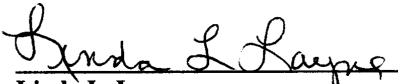
**This conveyance is made subject to all legal highways and
easements, all restrictions and covenants of record, all zoning
restrictions, and all taxes and assessments not yet payable.**

HARRIS, MEYER, HECKMAN & DENKEWALTER, L.L.C., ATTORNEYS AT LAW

HARRIS, MEYER, HECKMAN & DENKEWALTER, L.L.C., ATTORNEYS AT LAW

In Witness Whereof, the said Daniel L. Layne and Linda L. Layne, husband and wife, who hereby release their right and expectancy of dower in said premises, have hereunto set their hands this the 6 day of September in the year A.D. two thousand and Fourteen (2014).


Daniel L. Layne


Linda L. Layne

State of Ohio, Champaign County, ss.

On this 6 day of September, 2014 before me, a Notary Public in and for the State of Ohio, personally came Daniel L. Layne and Linda L. Layne, husband and wife, grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

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



PALMA S. PURGIT
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 6-1-2015



This instrument was prepared by:

Harris, Meyer, Heckman, & Denkwalter, L.L.C.
Attorneys at Law
One Monument Square, Suite 200
Urbana, Ohio 43078
(937) 653-7186 Fax: (937) 653-3293
ah

This deed was prepared by the above office with information given to them by grantor and said office did not complete a title search or give a title opinion.

LEGAL DESCRIPTION FOR LAYNE'S 0.228 AC. TRACT (Layne to Herron)

Being situate in the State of Ohio, County of Champaign, Village of Woodstock, and being a part of Virginia Military Survey 7323, and being more particularly described as follows:

Beginning for reference at a Mag Nail found at the intersection of the centerline of Urbana-Woodstock Pike (Co. Hwy. 2)(60' right-of-way) and the East line of Virginia Military Survey 7323;

thence with the centerline of said Urbana-Woodstock Pike the following two (2) courses:

- 1. S-65°29'00"-W, 254.47'(feet) to a Railroad Spike found;
2. S-54°03'55"-W, 17.15'(feet) to a Mag Nail found at the Northwest corner of a 1.392 acre tract conveyed to Bradley G. Herron by Deed recorded in Official Record 473, page 543, also being at the Northeast corner of a 0.198 acre tract conveyed to Daniel Layne by Deed recorded in Official Record 519, page 2271 of the Champaign County Records;

thence S-11°55'13"-E, 100.17'(feet) to an iron bar set at the PRINCIPLE PLACE OF BEGINNING for the tract hereinafter described, (said iron bar set being on the North line of a 0.612 acre tract conveyed to Daniel Layne by Deed recorded in Official Record 519, page 2273, of which the herein described parcel is a part of, and bears N-84°36'44"-E, 5.50'(feet) from an iron bar found at the Southwest corner of aforementioned Herron's 1.392 acre tract which is also the Southeast corner of aforementioned Layne's 0.198 acre tract), passing for reference an iron bar set on the right-of-way line of Urbana-Woodstock Pike at 32.84'(feet);

thence with the South line of said Herron's 1.392 acre tract, N-84°36'44"-E, 86.78'(feet) to an iron bar found at the Northwest corner of a 0.804 acre tract conveyed to Bradley G. Herron by Deed recorded in Official Record 519, page 2269 of the Champaign County Records;

thence with the West line of said Herron's 0.804 acre tract, S-5°10'01"-E, 124.90'(feet) to an iron bar found on the North line of a 43.585 acre tract conveyed to Bradley G. Herron, ETAL, by Deed recorded in Official Record 490, page 1893 of the Champaign County Records;

thence with the North line of said Herron's 43.585 acre tract, S-84°39'36"-W, 72.00'(feet) to an iron bar set;

thence N-11°55'12"-W, 125.65'(feet) to the place of beginning.

Containing 0.228 acre but being subject to the rights of all legal highways and all easements of record.

Being a part of a 0.612 acre tract conveyed to Daniel Layne by Deed recorded in Official Record 519, page 2273 of the Champaign County Records.

The herein described tract is to be attached to an adjoining parcel and is not to be used as a separate and independent tract.

The foregoing description prepared by and in accordance with a Survey by William D. Edwards, Professional Surveyor No. 7574, August 21, 2014. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings for the herein described tract are based on the centerline of Urbana-Woodstock Pike per Official Record 520, page 953 of the Champaign County Records. (S-54°03'55"-W).

HARRIS, MEYER, HECKMAN & DENKEWALTER, L.L.C., ATTORNEYS AT LAW

William D. Edwards Professional Surveyor No. 7574

out of H29-26-00-41-00-099-00

Approved by Champaign County Engineer

By: [Signature] Date: September 17, 2014 Tract (s): 0.228A

PRELIMINARY CERTIFICATE OF TITLE

To: Dye Real Estate

Re: Bradley G. Herron
Karla R. Herron
0.13 acres
Woodstock/Rush Twp., Champaign Co.

This is to certify that the undersigned has examined the abstract of indices to the records of Champaign County, Ohio, in conformity with the Ohio Merchantable Title Act, insofar as they affect title to the following described real estate:

See attached Exhibit A hereto.

Subject to all valid and enforceable conditions, restrictions, easements, rights of ways and highways of record.

We find that Bradley G. Herron and Karla R. Herron are vested with good and marketable title to the premises by virtue of a Quit Claim Deed dated March 9, 2020, and filed for record on March 9, 2020, at 2:46 o'clock p.m. in Volume 570, Page 1738, of the Official Records of Champaign County, subject only to the following matters:

TAXES AND ASSESSMENTS

Parcel No. H29-26-00-41-00-104-00 (0.13 acres) Taxes per Half: \$7.99

1. Real estate taxes and assessments for the first half of 2022 are paid. Real estate taxes and assessments for the second half of 2022 are not yet due and payable.

MORTGAGES

2. None

EASEMENTS

3. Easement to the Village of Woodstock, dated May 6, 1996, and filed for record on April 8, 1998, at 2:08 o'clock p.m. in Volume 236, Page 655, of the Official Records of Champaign County.

LIENS, ETC.

4. None

ALL OTHER MATTERS

5. Annexed into the Village of Woodstock per Resolution No. 2014-0712 & #91712.

This report does not purport to cover matters not of record in said County; right to take mechanic's liens; assessments not certified to County Auditor; rights of tenants or parties in possession; objections and encroachments that would be disclosed by an accurate survey or inspection of the premises; unpaid water bills; zoning ordinances and restrictions and titles of and to adjoining lands; fraud or forgery in the execution of title papers by a minor, an insane person, incompetent or a defective Corporation; the possible existence of heirs or devisees not disclosed in the public records; an inoperative conveyance or inheritance tax lien resulting from lack of delivery of deed during the lifetime of the grantor herein; the invalidity of a recorded power of attorney, regular in form; the cases of undisclosed marriages and divorces; easements duly acquired by adverse user or prescription; indexing and similar mistakes of County employees and Court reversal of a line of title decisions, as none of such hidden defects become apparent from a careful search and reporting of all matters of record. No search has been made of the United States District Court for any bankruptcy proceedings.

This report is made at the instance of Dye Real Estate and is not descendible nor assignable, and is not to be relied upon by any other person or corporation.

Dated at Urbana, Ohio this 31st day of May, 2023, at 8:00 o'clock a.m.

THOMPSON, DUNLAP & HEYDINGER, LTD.

By: 

Katrina Sutherly Gaskins

Exhibit A

The following described tract of land is situated in the State of Ohio, Champaign County, Rush Township, VMS 7822 and VMS 7323, being all of C. William Fornof's tracts described in Official Record 413, page 572, and being more particularly described as follows:

Beginning at a PK nail found at the intersection of the centerline of Urbana Woodstock Road with the West line of VMS 7822;

Thence North $65^{\circ}29'12''$ East, 30.52 feet, following the centerline of Urbana Woodstock Road and the North line of said Fornof tract to a railroad spike found;

Thence North $69^{\circ}24'07''$ East 74.63 feet, continuing along the centerline of Urbana Woodstock Road and the North line of said Fornof tract, to a mag nail set;

Thence South $11^{\circ}06'47''$ East 222.31 feet, following the East line of said Fornof tracts, passing at 31.22 feet and at 212.58 feet 2" iron posts found and to an iron pin found;

Thence South $84^{\circ}36'44''$ West, 372.33 feet, following the South line of said Fornof tracts to an iron pin set;

Thence North $08^{\circ}46'32''$ West 99.70 feet, passing at 65.98 feet to an iron pin set, to a mag nail set in the centerline of Urbana Woodstock Road;

Thence North $54^{\circ}03'14''$ East 17.16 feet, following the centerline of Urbana Woodstock Road and the North line of said Fornof tract to railroad spike found;

Thence North $65^{\circ}29'12''$ East 254.74 feet, continuing along the centerline of Urbana Woodstock Road and North line of said Fornof tract, to the point of beginning, containing 1.392 acres, more or less, with 0.27 acre within the right-of-way, 0.860 acres in VMS 7323 and 0.532 acres in VMS 7822 and subject to all valid easements and restrictions of record.

I, Timothy L. Guider, hereby certify that this description was prepared from an actual field survey made by me during the month of September 2004 and that monuments were placed as indicated herein. Iron pins set are 5/8"x30" reinforcing rods with caps marked "GUIDER S 7752." Basis of bearing: Assumed bearing, N $65^{\circ}29'12''$ E.

Annexed into the Village of Woodstock per Annexation Resolution No. 2014-07R Recorded in OR 525-2184 and also Resolution #91712 Annexation to the Village of Woodstock Recorded in OR 513-435.

Parcel No. H29-26-00-41-00-104-00

SAVE AND EXCEPT:

Being situate in the State of Ohio, County of Champaign, Village of Woodstock, and being a part of Virginia Military Surveys 7323 and 7822, and being more particularly described as follows:

BEGINNING at a Mag nail found at the intersection of the centerline of Urbana-Woodstock Road (60' right-of-way) and the East line of Virginia Military Survey 7323, also being the West line of Virginia Military Survey 7323, also being the West line of Virginia Military Survey 7822;

Thence with the centerline of Urbana-Woodstock Road, N-65°02'18"-E, 13.39' (feet) to a Mag Nail set;

Thence S-22°07'14"-E, 183.47' (feet) to an iron bar set, passing for reference an iron bar set on the right-of-way line of Urbana-Woodstock Road at 30.04' (feet);

Thence S-84°10'02"-W, 75.00' (feet) to an iron bar set;

Thence N-25°12'01"-W, 158.67' (feet) to a Mag Nail set on the aforementioned centerline of Urbana-Woodstock Road, passing for reference an iron bar set on the right-of-way line of Urbana-Woodstock Road at 128.67' (feet);

Thence with the centerline of Urbana-Woodstock Road, N-65°02'18"-E, 67.23' (feet) to the place of beginning.

Containing 0.298 acre, 0.055 acre of which is within the Road right-of-way, 0.120 acre of which is part of Virginia Military Survey 7323, and 0.178 acre of which is a part of Virginia Military Survey 7822, but being subject to the rights of all legal highways and all easements of record.

Being a part of an original 1.392 acre tract conveyed to Bradley G. Herron by Deed recorded in Official Record 473, Page 543, of the Champaign County Records.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, Professional Surveyor No. 7574, April 23, 2015. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings are based on the centerline of Urbana-Woodstock Road per an assumed bearing of N-62°02'18"-E.

SAVE AND EXCEPT:

Being situate in the State of Ohio, County of Champaign, Village of Woodstock, and being a part of Virginia Military Survey 7822, and being more particularly described as follows:

BEGINNING for reference at a Mag Nail found at the intersection of the centerline of Urbana-Woodstock Road (60' right-of-way) and the East line of Virginia Military Survey 7323, also being the West line of Virginia Military Survey 7822;

Thence with the centerline of Urbana-Woodstock Road, N-65°02'18"-E, 13.39' (feet) to a Mag Nail set at the **PRINCIPAL PLACE OF BEGINNING** for the tract hereinafter described;

Thence continuing with the centerline of Urbana-Woodstock Road, N-65°02'18"-E, 17.13' (feet) to a Mag Nail found;

Thence continuing with the centerline of Urbana-Woodstock Road, N-68°57'13"-E, 74.63' (feet) to a Mag Nail found;

Thence with the West line of a tract conveyed to Mary Sarver by deed recorded in Deed Volume 153, Page 211, also being the West line of Lot 60 of the School Lot Additions, S-11°32'51"-E, 202.31' (feet) to an iron bar set, passing for reference an iron bar set on the right-of-way line of Urbana-Woodstock Road at 30.42' (feet);

Thence S-84°10'02"-W, 56.89' (feet) to an iron bar set;

Thence N-22°07'14"-W, 183.47' (feet) to the place of beginning, passing for reference an iron bar set on the right-of-way line of Urbana-Woodstock Road at 153.43' (feet).

Containing 0.326 acre, 0.061 acre of which is within the road right-of-way, but being subject to the rights of all legal highways and all easements of record.

Being a part of an original 1.392 acre tract conveyed to Bradley G. Herron by deed recorded in Official Record 473, Page 543, of the Champaign County Records.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, Professional Surveyor No. 7574, April 13, 2015. All iron bars set are $\frac{5}{8}$ "x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings are based on the centerline of Urbana-Woodstock Road per assumed bearing of N-65°02'18"-E.

SAVE & EXCEPT

Being situate in the State of Ohio, County of Champaign, Village of Woodstock, Rush Township, and being a part of Virginia Military Surveys 7323 & 7822, and being more particularly described as follows:

Beginning for reference at a Mag Nail found at the intersection of the centerline of W. Bennett Street (60' right-of-way) and the East line of V.M.S. 7323, also being the West line of V.M.S. 7822;

Thence with the centerline of W. Bennett Street, S-65 degrees 02'18"-W, 67.23' (feet) to a Mag Nail found at the **PRINCIPLE PLACE OF BEGINNING** for the tract hereinafter described, also being the Northwest corner of a 0.298 acre tract conveyed to Candice M. McClintock by deed recorded in Official Record 554, Page 2654;

Thence S-25 degrees 12'01"-E, 158.67' (feet) to an iron bar found at the Southwest corner of the 0.298 acre tract, passing for reference an iron found on the right-of-way line of W. Bennett Street at 30.00' (feet);

Thence with the South line of the 0.298 acre tract with the South line of a 0.326 acre tract conveyed to Candice M. McClintock by deed recorded in Official Record 565, Page 3410. N-84 degrees 10'02"-E, 131.89' (feet) to an iron bar found at the Southeast corner of the 0.326 acre tract;

Thence with the West line of a parcel conveyed to Mary Sarver by deed recorded in Deed Volume 154, Page 211, S-11 degrees 32'51"-E, 20.00' (feet) to an iron bar found at the Northwest corner of a 2.110 acre tract conveyed to Edward L. Allison by deed recorded in Official Record 154, Page 184;

Thence with the West line of the 2.110 acre tract, S-5 degrees 38'47"-E, 125.02' (feet) to an iron bar found on the North line of a 49.908 acre tract conveyed to Proctor Run Development, LLC, by deed recorded in Official Record 536, Page 3228;

Thence with the North line of the 49.908 acre tract and with the North line of a 10.064 acre tract conveyed to Proctor Run Development, LLC, by deed recorded in Official Record 536, Page 3228, S-84 degrees 11'52"-W, 291.68' (feet) to an iron bar set, passing for reference an iron bar found at 280.15' (feet);

Thence N-12 degrees 21'55"-W, 107.60' (feet) to an iron bar found at the Southwest corner of a 0.307 acre tract conveyed to Lauren M. Akers & Patricia Ratliff by deed recorded in Official Record 572, Page 3095;

Thence N-79 degrees 02'47"-E, 108.71' (feet) to an iron bar found at the Southeast corner of the 0.307 acre tract;

Thence with the East line of the 0.307 acre tract, N-26 degrees 59'20"-W, 165.00' (feet) to a Mag Nail found on the centerline of aforementioned W. Bennett Street, passing for reference an iron bar found on the right-of-way line of W. Bennett Street at 134.98' (feet);

Thence with the centerline of W. Bennett Street, N-65 degrees 02'18"-E, 73.14' (feet) to the place of beginning.

Containing, 1.156 acres, 0.050 acres of which is the Road right-of-way, 0.691 acre of which is a part of V.M.S. 7323, and 0.465 acre of which is a part of V.M.S. 7822, but being subject to the rights of all legal highways and all easements of record, including, but not limited to, a drainage easement reserved herein and described as follows:

Beginning for reference at a Mag Nail found at the intersection of the centerline of W. Bennett Street (60' right-of-way) and the East line of the V.M.S. 7323, also being the West line of V.M.S. 7822;

Thence with the centerline of W. Bennett Street, S-65 degrees 02'18"-W, 67.23' (feet) to a Mag Nail found at the PRINCIPLE PLACE OF BEGINNING for the easement hereinafter described, also being at the Northwest corner of a 0.298 acre tract conveyed to Candice M. McClintock by deed recorded in Official Record 554, Page 2654;

Thence S-25 degrees 12'01"-E, 158.67' (feet) to an iron bar found at the Southwest corner of the 0.298 acre tract, passing for reference an iron bar found on the right-of-way line of W. Bennett Street at 30.00' (feet);

Thence with the South line of the 0.298 acre tract and with the South line of a 0.326 acre tract conveyed to Candice M. McClintock by deed recorded in Official Record 565, Page 3410, N-84 degrees 10'02"-E, 131.89' (feet) to an iron bar found at the Southeast corner of the 0.326 acre tract;

Thence with the West line of a parcel conveyed to Mary Sarver by deed recorded in Deed Volume 154, Page 211, S-11 degrees 32'51"-E, 20.00' (feet) to an iron bar found at the Northwest corner of a 2.110 acre tract conveyed to Edward L. Allison by deed recorded in Official Record 154, Page 184;

Thence S-84 degrees 10'02"-W, 142.79' (feet) to a point;

Thence N-25 degrees 12'01"-W, 174.56' (feet) to a point on the centerline of aforementioned W. Bennett Street, passing for reference the right-of-way line of W. Bennett Street at 144.56' (feet); Thence with the centerline of W. Bennett Street, N-65 degrees 02'18"-E, 15.00' (feet) to the place of beginning.

Containing 0.120 acre, 0.10 acre of which the Road right-of-way, 0.062 acre of which is in V.M.S. 7822, and 0.050 acre of which is in V.M.S. 7323.

The 1.156 acre tract described herein is all of a 0.782 acre tract conveyed to Bradley G. Herron by deed recorded in Official Record 519, Page 2269, 0.329 acre of an original 1.392 acre tract conveyed to Bradley G. Herron by deed recorded in Official Record 570, Page 1738 & 0.045 acre out of a 0.218 acre tract conveyed to Bradley g. Herron by deed recorded in Official Record 526, Page 1990, of the Champaign County Records.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, Professional Surveyor No. 7574, December 23, 2020. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings are based on the centerline of W. Bennett Street per an assumed bearing of N-65 degrees 02'18"-E.

SAVE AND EXCEPT:

Being situate in the State of Ohio, County of Champaign, Village of Woodstock, and being a part of Virginia Military Survey 7323, and being more particularly described as follows:

Beginning for reference at a Mag Nail found at the intersection of the centerline of Urbana-Woodstock Pike (Co. Hwy. 2)(60' right-of-way) and the East line of Virginia Military Survey 7323;

Thence with the centerline of said Urbana-Woodstock Pike the following two (2) courses:

1. S-65°29'00"-W, 254.47' (feet) to a Railroad Spike found;
2. S-54°03'55"-W, 17.15' (feet) to a Mag Nail found at the Northwest corner of a 1.392 acre tract conveyed to Bradley G. Herron by Deed recorded in Official Record 473, page 543, also being at the Northeast corner of a 0.198 acre tract conveyed to Daniel Layne by Deed recorded in Official Record 519, page 2271 of the Champaign County Records, said Mag Nail found being the **PRINCIPLE PLACE OF BEGINNING** for the tract hereinafter described;

Thence S-11°55'13"-E, 100.17' (feet) to an iron bar set the North line of a 0.612 acre tract conveyed to Daniel Layne by Deed recorded in Official Record 519, page 2273 and on the South line of said Herron's 1.392 acre tract, passing for reference an iron bar set on the right-of-way line of Urbana-Woodstock Pike at 32.84' (feet);

Thence with the South line of said Herron's 1.392 acre tract, S-84°36'44"-W, 5.50' (feet) to an iron bar found at the Southeast corner of aforementioned Layne's 0.198 acre tract;

Thence with the East line of said Layne's 0.198 acre tract, N-8°46'46"-W, 99.69' (feet) to the place of beginning, passing for reference the right-of-way line of Urbana-Woodstock Pike at 68.97' (feet).

Containing 0.006 acre, 0.001 acre of which is within the Road right-of-way, but being subject to the rights of all legal highways and all easements of record.

Being a part of a 1.392 acre tract conveyed to Bradley G. Herron by Deed recorded in Official Record 473, page 543 of the Champaign County Records.

There herein described tract is to be attached to an adjoining parcel and is not to be used as a separate and independent tract.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, Professional Surveyor No. 7574, August 21, 2014. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings for the herein described tract are based on the centerline of Urbana-Woodstock Pike per Official Record 52, page 953 of the Champaign County Records. (S-54°03'55"-W).

SAVE & EXCEPT

Being situate in the State of Ohio, County of Champaign, Village of Woodstock, Rush Township, and being a part of Virginia Military Survey 7323, and being more particularly described as follows:

Beginning for reference at a Mag Nail found at the intersection of the centerline of W. Bennett Street (60' right-of way) (fka Urbana-Woodstock Road) and the East line of V.M.S. 7323, also being the West line of V.M.S. 7822;

Thence with the centerline of W. Bennett Street, S-65°02'18"-W, 140.37' (feet) to a Mag Nail set at the **PRINCIPLE PLACE OF BEGINNING** for the tract hereinafter described, passing for reference a Mag Nail found at the Northwest corner of a 0.298 acre tract conveyed to Candice M. McClintock by deed recorded in Official Record 554, Page 2654, at 67.23' (feet);

Thence S-26°59'20"-E, 165.00' (feet) to an iron bar set, passing for reference an iron bar set on the right-of-way line of W. Bennett Street at 30.02' (feet);

Thence S-79°02'47"-W, 108.71' (feet) to an iron bar set;

Thence N-12°21'55"-W, 142.00' (feet) to a Mag Nail set on the centerline of aforementioned W. Bennett Street, passing for reference an iron bar set on the right-of-way line of W. Bennett Street at 111.26' (feet);


Thence with the centerline of W. Bennett Street, N-65°02'18"-E, 68.67' (feet) to the place of beginning.

Containing 0.307 acre, 0.050 acre of which is within the Road right-of-way, but being subject to the rights of all legal highways and all easements of record.

Being 0.275 acre out of an original 1.392 acre tract conveyed to Bradley G. Herron by deed recorded in Official Record 570, Page 1738, 0.022 acre out of a 0.804 acre tract also conveyed to Bradley G. Herron by deed recorded in Official Record 519, Page 2269, and 0.010 acre out of a 0.228 acre tract also conveyed to Bradley G. Herron by deed recorded in Official Record 526, Page 1990, of the Champaign County Records.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, Professional Surveyor No. 7574, May 20, 2020. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings are based on the centerline of W. Bennett Street per an assumed bearing of N-65°02'18"-E.

Transferred 3/9/2020
Fee(ORC 319.202) 18.00
Conveyance 20-0147
Exempt
Deputy Melissa
Karen T. Bailey, Auditor
Champaign County, Ohio


20200001082 Pages: 5
Filed for Record in CHAMPAIGN County, Ohio
Glenda L. Bayman, Recorder
03/09/2020 02:46 PM Recording Fees: \$58.00
QUIT C DEED OR 570 / p1738 - p1742

QUIT CLAIM DEED

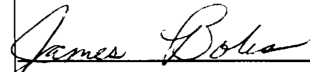
James Boles and Georgiana L. Boles, a married couple, ("Grantors"), of Champaign County, Ohio, for valuable consideration paid, grant(s) to Bradley G. Herron and Karla R. Herron, for their joint lives, remainder to the survivor of them ("Grantees") whose tax-mailing address is 755 W Central Ave., Delaware Oh 43015 the following real property:

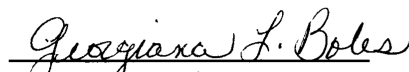
Parcel No.: H29-26-00-41-00-104-00 and H29-26-00-41-00-105-00

Prior instrument reference: OR Book 554, Page 2660 of the Champaign County Recorder's Records

James Boles and Georgiana L. Boles, releases all right and expectancy of Dower in the described real property.

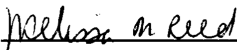
Executed this 9 day of MARCH, 2020


James Boles, Grantor


Georgiana L. Boles, Grantor

State of Ohio, Champaign County, ss:

This is acknowledgement clause; no oath or affirmation was administered to the signer. The foregoing instrument was acknowledged before me this 9th day of March, 2020, by the Grantors, James Boles and Georgiana L. Boles.


Notary Public



Melissa M. Read
Notary Public, State of Ohio
My commission expires July 9, 2023

This instrument was prepared by:
SCHULZE, COX, & WILL Attorneys at Law
110 S. Main Street, P.O. Box 562
Marysville, Ohio 43040-0562
(937) 644-3849

EXHIBIT A

The following described tract of land is situated in the State of Ohio, Champaign County, Rush Township, VMS 7822 and VMS 7323, being all of C. William Fornof's tracts described in Official Record 413, page 572, and being more particularly described as follows:

Beginning at a PK nail found at the intersection of the centerline of Urbana Woodstock Road with the west line of VMS 7822;

Thence North $65^{\circ}29'12''$ East 30.52 feet, following the centerline of Urbana Woodstock Road and the north line of said Fornof tract to a railroad spike found;

Thence North $69^{\circ}24'07''$ East 74.63 feet, continuing along the centerline of Urbana Woodstock Road and the north line of said Fornof tract, to a mag nail set;

Thence South $11^{\circ}06'47''$ East 222.31 feet, following the east line of said Fornof tracts, passing at 31.22 feet and at 212.58 feet 2" iron posts found and to an iron pin found;

Thence South $84^{\circ}36'44''$ West 372.33 feet, following the south line of said Fornof tracts to an iron pin set;

Thence North $08^{\circ}46'32''$ West 99.70 feet, passing at 65.98 feet an iron pin set, to a mag nail set in the centerline of Urbana Woodstock Road;

Thence North $54^{\circ}03'14''$ East 17.16 feet, following the centerline of Urbana Woodstock Road and the north line of said Fornof tract to a railroad spike found;

Thence North $65^{\circ}29'12''$ East 254.47 feet, continuing along the centerline of Urbana Woodstock Road and north line of said Fornof tract, to the point of beginning, containing 1.392 acres, more or less, with 0.27 acre within the right-of-way, 0.860 acres in VMS 7323 and 0.532 acres in VMS 7822 and subject to all valid easements and restrictions of record.

I, Timothy L. Guider, hereby certify that this description was prepared from an actual field survey made by me during the month of September 2004 and that monuments were placed as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "GUIDER S 7752." Basis of bearing: Assumed bearing, N $65^{\circ}29'12''$ E.

Annexed into the Village of Woodstock per Annexation Resolution No. 2014-07R Recorded in OR 525-2184 and also Resolution #91712 Annexation to the Village of Woodstock Recorded in OR513-435.

SAVE AND EXCEPT:

Being situate in the State of Ohio, County of Champaign, Village of Woodstock, and being a part of Virginia Military Surveys 7323 and 7822, and being more particularly described as follows:

BEGINNING at a Mag Nail found at the intersection of the centerline of Urbana-Woodstock Road (60' right-of-way) and the East line of Virginia Military Survey 7323, also being the West line of Virginia Military Survey 7822;

thence with the centerline of Urbana-Woodstock Road, N-65°02'18"-E, 13.39'(feet) to a Mag Nail set;

thence S-22°07'14"-E, 183.47'(feet) to an iron bar set, passing for reference an iron bar set on the right-of-way line of Urbana-Woodstock Road at 30.04'(feet);

thence S-84°10'02"-W, 75.00'(feet) to an iron bar set;

thence N-25°12'01"-W, 158.67'(feet) to a Mag Nail set on the aforementioned centerline of Urbana-Woodstock Road, passing for reference an iron bar set on the right-of-way line of Urbana-Woodstock Road at 128.67'(feet);

thence with the centerline of Urbana-Woodstock Road, N-65°02'18"-E, 67.23'(feet) to the place of beginning.

Containing 0.298 acre, 0.055 acre of which is within the Road right-of-way, 0.120 acre of which is a part of Virginia Military Survey 7323, and 0.178 acre of which is a part of Virginia Military Survey 7822, but being subject to the rights of all legal highways and all easements of record.

Being a part of an original 1.392 acre tract conveyed to Bradley G. Herron by Deed recorded in Official Record 473, Page 543, of the Champaign County Records.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, Professional Surveyor No. 7574, April 23, 2015. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings are based on the centerline of Urbana-Woodstock Road per an assumed bearing of N-65°02'18"-E.

SAVE AND EXCEPT:

Being situate in the State of Ohio, County of Champaign, Village of Woodstock, and being a part of Virginia Military Survey 7822, and being more particularly described as follows:

BEGINNING for reference at a Mag Nail found at the intersection of the centerline of Urbana-Woodstock Road (60' right-of-way) and the East line of Virginia Military Survey 7323, also being the West line of Virginia Military Survey 7822;

thence with the centerline of Urbana-Woodstock Road, N-65°02'18"-E, 13.39'(feet) to a Mag Nail set at the **PRINCIPLE PLACE OF BEGINNING** for the tract hereinafter described;

thence continuing with the centerline of Urbana-Woodstock Road, N-65°02'18"-E, 17.13'(feet) to a Mag Nail found;

thence continuing with the centerline of Urbana-Woodstock Road, N-68°57'13"-E, 74.63'(feet) to a Mag Nail found;

thence with the West line of a tract conveyed to Mary Sarver by Deed recorded in Deed Volume 153, Page 211, also being the West line of Lot 60 of the School Lot Addition, S-11°32'51"-E, 202.31'(feet) to an iron bar set, passing for reference an iron bar set on the right-of-way line of Urbana-Woodstock Road at 30.42'(feet);

thence S-84°10'02"-W, 56.89'(feet) to an iron bar set;

thence N-22°07'14"-W, 183.47'(feet) to the place of beginning, passing for reference an iron bar set on the right-of-way line of Urbana-Woodstock Road at 153.43'(feet).

Containing 0.326 acre, 0.061 acre of which is within the Road right-of-way, but being subject to the rights of all legal highways and all easements of record.

Being a part of an original 1.392 acre tract conveyed to Bradley G. Herron by Deed recorded in Official Record 473, Page 543, of the Champaign County Records.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, Professional Surveyor No. 7574, April 23, 2015. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings are based on the centerline of Urbana-Woodstock Road per an assumed bearing of N-65°02'18"-E.

SAVE AND EXCEPT:

Being situate in the State of Ohio, County of Champaign, Village of Woodstock, and being a part of Virginia Military Survey 7323, and being more particularly described as follows:

Beginning for reference at a Mag Nail found at the intersection of the centerline of Urbana-Woodstock Pike (Co. Hwy. 2)(60' right-of-way) and the East line of Virginia Military Survey 7323;

thence with the centerline of said Urbana-Woodstock Pike the following two (2) courses:

1. S-65°29'00"-W, 254.47'(feet) to a Railroad Spike found;
2. S-54°03'55"-W, 17.15'(feet) to a Mag Nail found at the Northwest corner of a 1.392 acre tract conveyed to Bradley G. Herron by Deed recorded in Official Record 473, page 543, also being at the Northeast corner of a 0.198 acre tract conveyed to Daniel Layne by Deed recorded in Official Record 519, page 2271 of the Champaign County Records, said Mag Nail found being the **PRINCIPLE PLACE OF BEGINNING** for the tract hereinafter described;

thence S-11°55'13"-E, 100.17'(feet) to an iron bar set the North line of a 0.612 acre tract conveyed to Daniel Layne by Deed recorded in Official Record 519, page 2273 and on the South line of said Herron's 1.392 acre tract, passing for reference an iron bar set on the right-of-way line of Urbana-Woodstock Pike at 32.84'(feet);

thence with the South line of said Herron's 1.392 acre tract, S-84°36'44"-W, 5.50'(feet) to an iron bar found at the Southeast corner of aforementioned Layne's 0.198 acre tract;

thence with the East line of said Layne's 0.198 acre tract, N-8°46'46"-W, 99.69'(feet) to the place of beginning, passing for reference the right-of-way line of Urbana-Woodstock Pike at 68.97'(feet).

Containing 0.006 acre, 0.001 acre of which is within the Road right-of-way, but being subject to the rights of all legal highways and all easements of record.

Being a part of a 1.392 acre tract conveyed to Bradley G. Herron by Deed recorded in Official Record 473, page 543 of the Champaign County Records.

The herein described tract is to be attached to an adjoining parcel and is not to be used as a separate and independent tract.

The foregoing description prepared by and in accordance with a Survey by William D. Edwards, Professional Surveyor No. 7574, August 21, 2014. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings for the herein described tract are based on the centerline of Urbana-Woodstock Pike per Official Record 520, page 953 of the Champaign County Records. (S-54°03'55"-W).

Remaining Acreage - 0.762 Ac.

Parcel #'s H29-26-00-41-00-104-00
H29-26-00-41-00-105-00

DESCRIPTION APPROVED

Champaign County Engineer

As of Mar. 9, 2020 *PHK*

37

single

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Noel Robert Allen, Address 285 S. Franklin Street Richwood, OH 43344, hereinafter referred to as Grantor, by the VILLAGE OF WOODSTOCK, CHAMPAIGN COUNTY, OHIO, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a sewer main or mains and appurtenances, including the installing and maintaining of service connections and pipes, setting and maintaining all appurtenances and the making of all repairs to mains, services and appurtenances connected therewith that in the opinion of the Grantee may be necessary at any time, also to disconnect any service or main, or to do any other thing that may be necessary or advisable in the judgment of said Grantee, its successors and assigns, in order to maintain or operate said mains, connections, pipes and appurtenances in accordance with the Rules and Regulations for the management and protection of said Sewer System, now in force or that may be adopted, over, across, and through the land of the Grantor situated in CHAMPAIGN COUNTY, STATE OF OHIO, said land being described as follows:

Parcel Geographical Number 08-00-43-00-022.00 Survey 7323-7822 Book 236 Pg 587

This Easement excludes existing buildings located therein and is described as follows:

A perpetual easement covering an area seven (7) feet on both sides and terminus of the utility line (electric or sewer) as actually constructed. Also, a temporary easement five (5) feet on both sides of said perpetual easement for construction purposes only, effective until final acceptance of the project. Said perpetual easement is memorialized in the final Record Drawings of the project, retained by the Village of Woodstock.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, their successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The Grantee covenants to maintain the Easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, their successors and assigns.

Construction specifications for this project shall include a requirement that contractor will repair damages to property to at least the condition prior to construction. Every effort shall be made to minimize damage to existing trees and shrubs, however, the Grantee will be responsible for replacement and reimbursement of only such trees and shrubs as are specifically agreed to before execution of easement. THIS CONSTITUTES ACCEPTANCE OF INITIAL PROPOSAL (1) N/A

The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. THIS NOT TO RESTRICT MY REFUSAL OF ANY PART OR ALL OF FINAL PROPOSAL AND INSTRUMENTS (2) N/A

IN WITNESS WHEREOF, the Grantors have executed this instrument this 14th day of May, 1998

WITNESSES:

X Barbara Rypstra

X Noel Robert Allen

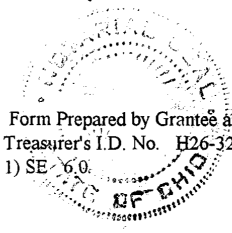
X Marvina P. Ritcher

Grantor: Noel Robert Allen 9800188093
Filed for Record in CHAMPAIGN COUNTY, OHIO
Grantor: CAROLYN J. DOWNING
On 04-08-1998 At 02:08 pm.
EASEMENT 18.00
Book OR Vol. 236 Pg. 655 - 657

STATE OF OHIO, COUNTY OF CHAMPAIGN, SS:

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

IN TESTIMONY WHEREOF, I hereunto set my hand and seal in Champaign County, Ohio, this the 14th day of May, 1998



Amy B. Davis
Notary Public
My Commission Expires: 10/18/2000

VOL 236 PAGE 655
CHAMPAIGN CO., OH
TRANSFER not necessary
FEB 26 1998
BONNIE M. WARMAN, AUDITOR
By Paula Kile Deputy

Form Prepared by Grantee and approved as to legality and form by Village Solicitor
Treasurer's I.D. No. H26-32748-00-00
1) SE 6.0

Know all men by these presents:

James R. Warren, Trustee in Bankruptcy for Alice Diane Mullin, aka Diane Mullin, as such Trustee and not individually by the power conferred by law and every other power for \$1,000.00 paid grants with fiduciary covenants, and Alice Diane Mullin and Richard E. Mullin, husband and wife, of Champaign County, for valuable consideration paid, grant with general warranty covenants to Noel Robert Allen whose tax mailing address is 60 Countryside Trailer Court, Marysville, Ohio 43040 the following real property:

TRACT I

Situated in Champaign County and the State of Ohio and bounded and described as follows:

Being a part of the following described premises, to-wit: Beginning at a iron pipe at the southeast corner of a parcel of land belonging to the Ohio Edison Company and in the north property line of the P.C.C. and St. L. Railroad right-of-way north 84 deg. 9' east to the southwest corner of School Lot No. 61; thence in a northerly direction with the west line of said School Lot No. 61 to the center of the pike; thence with the said pike in a westerly direction to the northeast corner of the said lot belonging to the Ohio Edison Company; thence with the east line of said Ohio Edison Company lot in a southerly direction to the place of beginning, containing 0.3 of an acre, more or less; EXCEPTING therefrom a tract of land 100 feet along east and west, off the east end of the above described 0.3 of an acre, heretofore conveyed by George Hackley to Ray A. Sarver by deed recorded in Volume 126, page 561 of the Deed Records of Champaign County, Ohio; AND FURTHER EXCEPTING therefrom a tract of land 65 feet long, east and west, off the west end of the above described 0.3 of an acre, heretofore conveyed by George Hackley to May Taylor by deed recorded in Volume 138, page 321 of the Deed Records of Champaign County, Ohio. The tract hereby conveyed being 30 feet long, east and west, and being bounded and described as follows, to-wit: Beginning at the northwest corner of the tract conveyed Ray A. Sarver as above described; thence southerly with Sarver's westline to the Southwest corner of the said Sarver tract; thence westerly along the southerly line of the above described 0.3 acre tract 30 feet thence northerly parallel with and 30 feet distant from Sarver's west line to the northerly line of said 0.3 acre tract; thence easterly along the northerly line of said 0.3 acre tract to the place of beginning. Being the premises conveyed by George Hackley to Leona Brake by warranty deed recorded in Volume 148, page 521 Deed Records, Champaign County, Ohio and being known as Parcel 1 of the In Rem Delinquent Land Tax foreclosure sale dated June 15, 1979.

TRACT II

Situated in the County of Champaign, in the State of Ohio, and in the Township of Rush, and bounded and described as follows:

Being a part of Surveys Nos. 7323 and 7822 and being 100 feet east and west off the east end of the following described premises: Beginning at an iron pipe at the southeast corner of a parcel of land belonging to the Ohio Edison Company and in the north property line of the P.C.C. & St. L. railroad right of way; thence with the north property line of the P.C.C. & St. L. railroad right of way north 84 deg. 9' east to the Southwest corner of School Lot No. 61; thence in a northerly direction with the west line of the said school lot, No. 61 to the center of the pike; thence with the said pike in a westerly direction to the Northeast corner of the said lot belonging to the Ohio Edison Company; thence with the East line of the said Ohio Edison Company in a southerly direction to the place of beginning, containing .15 acres more or less. Being same premises conveyed by Roy A. Sarver to Mary E. Sarver, Administratrix by Certificate of Transfer recorded in Volume 164, Page 198 Deed Records and being known as Parcel 3 of the In Rem Tax Foreclosure sale dated June 15, 1979.

TRACT III

Situated in the County of Champaign in the State of Ohio, and in the Village of Woodstock and bounded and described as follows:

Being 65 feet off the entire West side of the following: Being part of Surveys Nos. 7323 and 7822. Beginning at an iron pipe at the southeast corner of parcel of land belonging to the Ohio Edison Company and in the North property line of the P.C.C. and St. L. Railroad right of way North 84 deg. 9' East to the Southwest corner of School Lot No. 61; thence northerly direction with the west line of the said School Lot No. 61 to the center of the pike; thence with the East pike in a westerly direction to the Northeast corner of the said lot belonging to the Ohio

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Edison Company; thence with the East line of the said Ohio Edison Company in a southerly direction to the place of beginning, containing 0.30 acres, more or less. Less a tract sold to Roy Sarver conveyed by deed now on record in the Office of the County Recorder of Champaign County, Ohio. Being the same premises as conveyed by Mary Taylor and husband to Mary E. Sarver by warranty deed recorded in Volume 147, Page 402 and being known as Parcel 4 of the In Rem Tax Foreclosure Sale dated June 15, 1979.

TRACT IV

Situate in the County of Champaign and the State of Ohio and in the Township of Rush:

Being that portion of Lot 61 as described on the recorded plat of the school addition of the Village of Woodstock that lies outside the corporation limits of said Village.

This being the same premises transferred to Richard and Diane Mullin from the Sheriff's Deed recorded in the Deed Records of Champaign County, Ohio.

Also being a part of the same premises transferred to Mary Sarver from James W. Gibbs etax and recorded in Deed Volume 154, Page 211 of the Deed Records of Champaign County, Ohio.

PIR Volume 231, Page 487
PIR Volume 231, Page 491
PIR Volume 231, Page 494
PIR Volume 231, Page 498
PIR Volume 231, Page 501

Reference is further made to Volume 235, Page 127 and 128 Deed Records, Champaign County, Ohio, being the judgment entry correcting the clerical and other mistakes in the delinquent tax lien foreclosure proceeding in Case 79 CIV 13, Court of Common Pleas, Champaign County, Ohio and to the motion and affidavit filed in said case, to all of which reference is made herein and included herein as though fully rewritten herein.

This conveyance is subject to all liens and encumbrances of record and taxes and assessments due and payable now and hereafter all of which grantee assumes and agrees to pay.

We, Alice Diane Mullin, aka Diane Mullin, and Richard E. Mullin, husband and wife release all rights of dower in the above described premises.
Witness their hands this 1st day of May, 1981.
Signed and acknowledged in the presence of:

Lisa Horton
Witness as to 1

Barbara Mustar
Witness as to 1

John W. Dailey, Jr.
Witness as to 2 and 3

Thomas J. Cooley
Witness as to 2 and 3

1. James R. Warren
James R. Warren, Trustee in Bankruptcy

2. Alice Diane Mullin
Alice Diane Mullin

3. Richard E. Mullin
Richard E. Mullin

STATE OF OHIO, CLARK COUNTY, ss:

Before me, a notary public, in and for said County, personally appeared the above named James R. Warren, Trustee in Bankruptcy for Alice Diane Mullin, aka Diane Mullin as such Trustee and not individually, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal, at Springfield, Ohio, this 1st day of May, 1981.

Barbara Mustar
Barbara Mustar, Notary Public
State of Ohio, 4/25/84

STATE OF OHIO, UNION COUNTY, ss:

Before me, a notary public in and for said County, personally appeared the above named Alice Diane Mullin and Richard E. Mullin, husband and 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 Marysville, Ohio, this 1st day of May, 1981.

John William Dailey, Jr.
Notary Public

John William Dailey, Jr. Attorney-At-Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.

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PRELIMINARY CERTIFICATE OF TITLE

To: Dye Real Estate

Re: Proctor Run Development, LLC
1.112 acres, 5.883 & 11.175 acres
Woodstock/Rush Twp., Champaign Co.

This is to certify that the undersigned has examined the abstract of indices to the records of Champaign County, Ohio, in conformity with the Ohio Merchantable Title Act, insofar as they affect title to the following described real estate:

See attached Exhibit A hereto.

Subject to all valid and enforceable conditions, restrictions, easements, rights of ways and highways of record.

We find that Proctor Run Development, LLC is vested with good and marketable title to the premises by virtue of a Quit Claim Deed dated May 16, 2022, and filed for record on May 17, 2022, at 9:14 o'clock a.m. in Volume 585, Page 2016, of the Official Records of Champaign County, subject only to the following matters:

TAXES AND ASSESSMENTS

Parcel No. H29-26-00-41-00-001-03 (1.112 acres)	Taxes per Half: N/A
H26-08-00-41-00-027-02 (5.883 acres)	Taxes per Half: \$90.88
H29-26-00-41-00-001-01 (11.175 acres)	Taxes per Half: \$172.79

Tract #1

1. H29-26-00-41-00-001-03 is a new parcel. No tax information yet.

Tract #2

2. H26-08-00-41-00-027-02 (5.883 acres) Taxes per Half: \$90.88

Tract #3

3. H29-26-00-41-00-001-01 (11.175 acres) Taxes per Half: \$172.79

Real estate taxes and assessments for H26-08-00-41-00-027-02 and H29-26-00-41-00-001-01 for the first half of 2022 are paid. Real estate taxes and assessments for the second half of 2022 are not yet due and payable.

MORTGAGES

All three Tracts:

4. To The Peoples Saving Bank in the amount of \$270,000.00, dated November 14, 2015, and filed for record on November 19, 2015, at 3:23 o'clock p.m. in Volume 536, Page 3237, of the Official Records of Champaign County.

EASEMENTS

Tract #1: Subject to a 15' Utility Easement as described in Legal description attached hereto as Exhibit A.

LIENS, ETC.

5. None.

ALL OTHER MATTERS

6. Note: Deed from Wenner Botkin to Linda A. Streitenberger etal, recorded in Official Record Volume 455, Page 237 of the Official Records of Champaign County, Ohio, fails to state grantor marital status. See attached Deed.
7. Note: Deed from William E. Blazer, Trustee and Karen S. Blazer, Trustee to Duane O. Rittenhouse etal, OR Volume 482, Page 1099, fails to state full name of Grantor's Trust as was stated in previous deed, OR Volume 477, Page 1939 (also attached).

This report does not purport to cover matters not of record in said County; right to take mechanic's liens; assessments not certified to County Auditor; rights of tenants or parties in possession; objections and encroachments that would be disclosed by an accurate survey or inspection of the premises; unpaid water bills; zoning ordinances and restrictions and titles of and to adjoining lands; fraud or forgery in the execution of title papers by a minor, an insane person, incompetent or a defective Corporation; the possible existence of heirs or devisees not disclosed in the public records; an inoperative conveyance or inheritance tax lien resulting from lack of delivery of deed during the lifetime of the grantor herein; the invalidity of a recorded power of attorney, regular in form; the cases of undisclosed marriages and divorces; easements duly acquired by adverse user or prescription; indexing and similar mistakes of County employees and Court reversal of a line of title decisions, as none of such hidden defects become apparent from a careful search and reporting of all matters of record. No search has been made of the United States District Court for any bankruptcy proceedings.

This report is made at the instance of Dye Real Estate and is not descendible nor assignable, and is not to be relied upon by any other person or corporation.

Dated at Urbana, Ohio this 31st day of May, 2023, at 8:00 o'clock a.m.

THOMPSON, DUNLAP & HEYDINGER, LTD.



By: _____

Katrina Sutherly Gaskins

Exhibit A

Tract I:

The following described tract of land is situated on the State of Ohio, Champaign County, Rush Township, Village of Woodstock, VMS 7822, being part of the Proctor Run Development, LLC's 24.120 acre tract described in Official Record 536, Page 3228 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Main Street (State Route 559)(60 feet wide) and Bennett Street (60 feet wide);

Thence South $04^{\circ}11'55''$ West 562.64 feet, following the centerline of Main Street to a MAG nail set marking the Northeast corner of Karl and June C. Pullins' 1.21 acre tract (O.R. 74, page 82);

Thence South $04^{\circ}01'42''$ West 261.58 feet, following the centerline of main Street and the East line of said 1.21 acre tract, to a MAG nail set at the Southeast corner of said 1.21 acre tract, the Northeast corner of said 24.120 acre tract and marking the *point of beginning*;

Thence South $04^{\circ}22'42''$ West 176.00 feet, following the East line of said 24.120 acre tract and the centerline of Main Street to a MAG nail set;

Thence North $85^{\circ}39'11''$ West 314.82 feet, entering said 24.120 acre tract, passing at 30.00 feet an iron pin, to an iron pin set;

Thence North $10^{\circ}48'51''$ West 118.64 feet, to a $5/8'$ iron pin found (Blackburn S-7873), in the North line of said 24.120 acre tract and at the southwest corner of Ron E. Barker's 1.00 acre tract (O.R. 346, page 966);

Thence North $84^{\circ}16'04''$ East 351.37 feet, following the North line of said 24.120 acre tract, the South line of said Barker's 1.00 acre tract and said 1.21 acre tract, passing at 320.90 feet a $5/8''$ iron pin found (Blackburn S-7873) to the point of beginning, containing 1.112 acres, more or less, with 0.119 acres contained within the right of way. Subject to all valid easements and restrictions of record.

Subject to a 15' Utility Easement running parallel to and 15 feet South of the North property line. Easement is for the purpose of construction and maintaining utilities such as sanitary, storm, water, electric, gas, communications, etc. but not limited to the listed utilities.

I, Timothy L. Guider, hereby certify that this description was prepared from an actual field survey made by me during the month of January 2022 and that monuments were set or found as indicated herein. Iron pins set are $5/8' \times 30''$ reinforcing rods with caps marked "Guider S 7752". Basis of Bearing: State Place Coordinate System, Ohio North Zone, NAD83.

Parcel No. H29-26-00-41-00-001-03

Tract II & III:

The following described 24.120 acre tract of land is situated in Virginia Military Survey 7822, the Village of Woodstock, Rush Township, Champaign County, Ohio and being part of Linda A. Streitenberger, John W. Botkin, Mary B. Hayes', and Sarah P. Sprouse's 49.66 acre tract (3/4 interest) conveyed in Official Record Volume 452, page 3448 and (1/4 interest) conveyed in Official Record Volume 455, page 237, said 24.120 acre tract more particularly described as follows:

Beginning for reference at a railroad spike found at the intersection of the centerline of Main Street (S.R. 559, 60 feet wide) with the centerline of Bennett Street (60 feet wide);

Thence South 2°03'15" West 562.64 feet, following the centerline of Main Street (S.R. 559), to a railroad spike found at the northeast corner of Karl and June C. Pullins' 1.210 acre tract described in Official Record Volume 72, page 82;

Thence South 1°53'02" West 261.58 feet, continuing along the centerline of Main Street (S.R. 559) and the east line of said 1.210 acre tract, to a railroad spike found at the northeast corner of said 49.66 acre tract, said railroad spike marking the **place of beginning**;

Thence South 2°13'33" West 316.00 feet, continuing along the centerline of Main Street (S.R. 559) and following the east line of said 49.66 acre tract, to a magnetic nail set;

Thence North 87°46'27" West 276.81 feet, departing from the centerline of Main Street (S.R. 559) and entering said 49.66 acre tract, passing an iron pin set at 30.00 feet, to an iron pin set;

Thence South 2°13'33" West 276.75 feet, leaving the Village of Woodstock, to an iron pin set;

Thence North 86°16'13" East 278.60 feet, passing an iron pin set at 248.77 feet, to a magnetic nail set in the centerline of State Route 559 and in the east line of said 49.66 acre tract;

Thence South 1°28'11" West 255.70 feet, following the centerline of State Route 559 and the east line of said 49.66 acre tract, to a magnetic nail set;

Thence South 88°00'28" West 1340.55 feet, departing from the centerline of State Route 559 and crossing said 49.66 acre tract, passing an iron pin set at 29.76 feet, to an iron pin set in the east line of V.M.S. 7323, the west line of V.M.S. 7822, and the east line of Bradley G. and Karla R. Herron, Duane O. and Annette M. Rittenhouse, Jeff A. and Mitzi C. Jones, and Georgiana L. and James Boles' 158.575 acre tract described in Official Record Volume 473, page 866;

Thence North 3°51'41" West 809.70 feet, following the east line of V.M.S. 7323, the west line of V.M.S. 7822, the east line of said 158.575 acre tract, and the west line of said 49.66 acre tract, passing at 289.61 feet a 5/8 inch iron pin found at the southeast corner of a 14.567 acre tract annexed into the Village of Woodstock and recorded in Official Record Volume 444, page 2267, said 14.567 acre tract being part of said 158.575 acre tract, following an east line of the Village

of Woodstock thereafter, to a 5/8 inch iron pin found in the south line of Bradley G. Herron and Daniel L. Layne's 1.869 acre tract described in Official Record Volume 432, page 2817;

Thence North 82°03'04" East 690.06 feet, departing from the east line of V.M.S. 7323, entering V.M.S. 7822, following a south line of the said annexed portion of the Village of Woodstock, the south line of said 1.869 acre tract, and the north line of said 49.66 acre tract, entering the original Corporation limits for the Village of Woodstock, passing at 145.58 feet a 5/8 inch iron pin found at the southwest corner of Edward L. and Darlene K. Allison's 2.110 acre tract described in Official Record Volume 154, page 184, following the south line of said 2.110 acre tract thereafter, to a 5/8 inch iron pin found;

Thence South 21°30'12" East 141.83 feet, continuing along the south line of said 2.110 acre tract and the north line of said 49.66 acre tract, to a 1/2 inch iron pin found;

Thence North 82°3'23" East 73.29 feet, continuing along the south line of said 2.110 acre tract and the north line of said 49.66 acre tract, to a 5/8 inch iron pin found at the southwest corner of Verizon North Inc.'s 0.592 acre tract described in Official Record Volume 450, page 2835;

Thence North 82°08'12" East 99.95 feet, following the south line of said 0.592 acre tract and the north line of said 49.66 acre tract, to a 5/8 inch iron pin found at the southwest corner of Edwin G. Corwin, II's 1.00 acre tract described in Official Record Volume 450, page 1513;

Thence North 82°07'49" East 520.24 feet, following the south line of said Corwin's 1.00 acre tract, the south line of Ron E. Barker's 1.00 acre tract described in Official Record Volume 346, page 966, the south line of said 1.210 acre tract, and the north line of said 49.66 acre tract, passing 1/2 inch iron pins found at 168.94 feet, at 337.92 feet, and at 489.81 feet, to the **place of beginning, containing 24.120 acres**, more or less, and subject to all valid easements and restrictions of record.

Of the above-described 24.120 acre tract of land, 12.332 acres are within the Village of Woodstock and 0.390 acre is within the road right-of-way of Main Street and State Route 559.

The above description was prepared from an actual field survey made by George A. Blackburn, Registered Surveyor #7873, during the month of September 2008. Iron pins set are 5/8 inch by 30 inch reinforcing rods with plastic caps marked "Blackburn RS #7873." Bearings indicated herein are based on the centerline of Main Street (S.R. 559, 60 feet wide) bearing South 2°03'15" West.

Parcel No. H26-08-00-41-00-027-02 & H29-26-00-41-00-001-01

SAVE AND EXCEPT

The following described tract of land is situated on the State of Ohio, Champaign County, Rush Township, Village of Woodstock, VMS 7822, being part of the Proctor Run Development, LLC's 24.120 acre tract described in Official Record 536, Page 3228 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Main Street (State Route 559)(60 feet wide) and Bennett Street (60 feet wide);

Thence South 04°11'55" West 562.64 feet, following the centerline of Main Street to a MAG nail set marking the Northeast corner of Karl and June C. Pullins' 1.21 acre tract (O.R. 74, page 82);

Thence South 04°01'42" West 261.58 feet, following the centerline of main Street and the East line of said 1.21 acre tract, to a MAG nail set at the Southeast corner of said 1.21 acre tract, the Northeast corner of said 24.120 acre tract and marking the point of beginning;

Thence South 04°22'42" West 176.00 feet, following the East line of said 24.120 acre tract and the centerline of Main Street to a MAG nail set;

Thence North 85°39'11" West 314.82 feet, entering said 24.120 acre tract, passing at 30.00 feet an iron pin, to an iron pin set;

Thence North 10°48'51" West 118.64 feet, to a 5/8" iron pin found (Blackburn S-7873), in the North line of said 24.120 acre tract and at the southwest corner of Ron E. Barker's 1.00 acre tract (O.R. 346, page 966);

Thence North 84°16'04" East 351.37 feet, following the North line of said 24.120 acre tract, the South line of said Barker's 1.00 acre tract and said 1.21 acre tract, passing at 320.90 feet a 5/8" iron pin found (Blackburn S-7873) to the point of beginning, containing 1.112 acres, more or less, with 0.119 acres contained within the right of way. Subject to all valid easements and restrictions of record.

Subject to a 15' Utility Easement running parallel to and 15 feet South of the North property line. Easement is for the purpose of construction and maintaining utilities such as sanitary, storm, water, electric, gas, communications, etc. but not limited to the listed utilities.

I, Timothy L. Guider, hereby certify that this description was prepared from an actual field survey made by me during the month of January 2022 and that monuments were set or found as indicated herein. Iron pins set are 5/8"x30" reinforcing rods with caps marked "Guider S 7752". Basis of Bearing: State Plane Coordinate System, Ohio North Zone, NAD83.

SAVE AND EXCEPT

The following described tract of land is situated in the State of Ohio, Champaign County, Rush Township, Village of Woodstock, VMS 7822, being part of the Proctor Run Development, LLC's 24.120 acre tract described in Official Record 536, Page 3228 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Main Street (State Route 559)(60 feet wide) and Bennett Street (60 feet wide);

Thence South 04°11'55" West 562.64 feet, following the centerline of said Main Street to a MAG nail set marking the northeast Karl and June C. Pullins' 1.210 acre tract (O.R. 74, page 82);

Thence South 04°01'42" West 261.58 feet, following the centerline of said Main Street and the east line of said 1.210 acre tract, to a MAG nail set at the southeast corner of said 1.210 acre tract, the northeast corner of said 24.120 acre tract;

Thence South 04°22'42" West 176.00 feet, following the east line of said 24.120 acre tract and the centerline of Main Street to a MAG nail set marking the *point of beginning*;

Thence South 04°22'42" West 140.00 feet, following the east line of said 24.120 acre tract and the centerline of Main Street to a MAG nail found at the southeast corner of said 24.120 acre tract and the northeast corner of Daniel J. Linehan's 1.15 acre tract (O.R. 571, Page 1103);

Thence North 85°39'11" West 276.81 feet, following the south line of said 24.120 acre tract and the north line of said 1.15 acre tract, passing at 30.00 feet a 5/8" iron pin found (Blackburn S-7873), to a 5/8" iron pin found (Blackburn S-7873);

Thence North 10°48'51" West 145.05, entering said 24.120 acre tract to an iron pin set;

Thence South 85°39'11" East 314.82 feet, passing at 284.82 feet an iron pin set to the *point of beginning*, containing 0.950 acres, more or less. (0.096 acres R/W). Subject to all valid easements and restrictions of record.

I, Timothy L. Guider, hereby certify that this description was prepared from an actual field survey made by me during the month of July 2021 and that monuments were set or found as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "GUIDERS 7752". Basis of Bearing: State Plane Coordinate System, Ohio North Zone, NAD83.

SAVE AND EXCEPT

Situate in the State of Ohio, Champaign County, Rush Township and lying in Virginia Military Survey 7822, and being out of the original 24.120 acres as conveyed to Proctor Run Development, L.L.C. by deed of record in Official Record 536, Page 3228, Exhibit "A" (all records referenced herein refer to the Champaign County Records of Deeds) and being more particularly described as follows:

COMMENCE at a 5/8 inch iron rebar found at the intersection of the center-lines of Main Street (60 feet wide) and Bennett Street (60 feet wide);

Thence, with the center-line of Main Street (aka Ohio Route 559):

South 04°-12'-17" West, a distance of 562.69 feet to a magnetic nail found;

South 04°-00'-25" West, a distance of 261.52 feet to a magnetic nail found;

South 04°-23'-52" West, a distance of 542.78 feet to a point; and

South 03°-35'-31" West, a distance of 81.33 feet to a magnetic nail set at the **TRUE POINT OF BEGINNING**, passing a magnetic nail found at a distance of 21.08 feet;

Thence, South 03°-35'-31" West, a distance of 195.42 feet, continuing with said center-line, to a magnetic nail found at a corner common to said 24.120 acre tract and that 24.120 acre tract as conveyed to 4J Kemper LLC by deed of record in Official Record 585, Page 2601, Parcel #'s H26-08-00-46-00-013-00 & H26-08-00-41-00-027-01;

Thence, North 89°-52'-12" West, a distance of 808.13 feet, with the common line to said 24.120 acre tracts, passing a 5/8 inch iron rebar found (I.D. cap stamped "BLACKBURN PS7873") at a distance of 29.72 feet, to a 5/8 inch iron rebar set (I.D. cap stamped "DLZ OHIO INC.");

Thence, with new division lines through said Proctor Run Development, L.L.C., 24.120 acre tract:

North 00°-07'-48" East, a distance of 324.00 feet to a 5/8 inch iron rebar set (I.D. cap stamped "DLZ OHIO INC.");

South 89°-52'-12" East, a distance of 450.00 feet to a 5/8 inch iron rebar set (I.D. cap stamped "DLZ OHIO INC.");

South 04°-00'-06" East, a distance of 140.07 feet to a 5/8 inch iron rebar set (I.D. cap stamped "DLZ OHIO INC."); and

North 88°-24'-59" East, a distance of 360.00 feet, passing a 5/8 inch iron rebar set (I.D. cap stamped "DLZ OHIO INC.") at a distance of 329.88 feet to the POINT OF BEGINNING.

Containing 5.000 acres, more or less, of which 0.134 acre is within the highway right-of-way.

The bearings in the above description are based on the grid bearing of South 03°-35'-31" West, for the center-line of Ohio Route 559, as determined by a GPS network of field observations performed in June, 2022 and are based upon the Ohio State Plane Coordinate System, North Zone, NAD83 (2011).

All rebar set are 5/8 inch in diameter and 30 Inches in length, with a yellow cap stamped "DLZ OHIO INC."

I certify that this description is based upon a survey conducted under my direct supervision in June, 2022 and that it and the information contained herein are true and correct to the best of my knowledge.

Quitclaim Deed

Wenner Botkin, of 6 Shawnee Dr., Chillicothe, Ohio, 45601, (the "Grantor") for valuable consideration paid in the sum of \$10.00, has remised, released, and quitclaimed to Linda A. Streitenberger, married, of 221 South Main Street, Woodstock, Ohio 43084, John W. Botkin, married, of 1216 Kriswood Ln., Columbus, Ohio 43228, Mary B. Hayes, married, of 9306 Grist Mill Ct., Brentwood, TN 37027, and Sarah P. Sprouse, married, of 3247 Prairie Gardens Dr., Hilliard Ohio, 43026, (collectively the "Grantee"), the following real property:

$\frac{1}{4}$ interest being the premises know at 221 South Main Street, Woodstock, Ohio 43084, and adjoining 49.66 acres land. Situated in the County of Champaign and Township of Rush.

And the said Grantor does not attest for the Grantee and the Grantee's heirs that at and until the ensembling of these presents, the Grantor is well seized of the above described premises, as a good and indefeasible estate in Fee simple, and has good right to quitclaim the same in manner and forms above written, and that the same are free from all encumbrances whatsoever:

In witness whereof, the grantor has signed and sealed this 28th day of June, 2006. in the presence of:

Signature of Witness: Jodi L. Hart

Print name of Witness: JODI L. HART

Signature of Grantor: x Wenner A. Botkin

Print name of Grantor: x Wenner A. BOTKIN

Signature of Grantee: Sarah Sprouse, Linda Streitenberger, Mary Hayes, John W. Botkin

Print name of Grantee: Sarah Sprouse, LINDA STREITENBERGER, Mary Hayes, John W. Botkin

The property hereinabove described was acquired by the Grantor by prior instrument, referenced under: Volume 452, Page 3445, Record of Urban of Champaign County, Ohio

On June 26th, 2006 and before me, Cynthia C. Potts

Appeared Wenner A. Botkin personally know to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person

acted, executed the instrument.

WITNESS my hand and official seal Cynthia C. Potts
Signature of Notary



State of Ohio
County of ROSS

my commission expires:
November 21st, 2009

The legal description of Grantor's interest in the real property subject to this certificate is attached and marked "Exhibit A".

Signature of Preparer Sarah P. Sprouse

Print name of Preparer Sarah P. Sprouse

Address of Preparer 3247 Prairie Gardens Dr, Hilliard, Ohio



CHAMPAIGN CO., OH
TRANSFERRED

"EXHIBIT A"

JUL 13 2006

An undivided 1/4th interest in the following described real estate:

Situated in the State of Ohio, County of Champaign and Township of Rush, also in the Village of Woodstock:

BONNIE M. WARMAN, AUDITOR
Deputy

Being part of Virginia Military Surveys Nos. 7822 and 9002: Beginning in the center of the Mechanicsburg and Lewisburg pike at the northwest corner of the Orris Fairchild farm; thence 16 ¼ deg. E. 15 8/25 poles to a stake, corner to T. M. Kimball's land; thence S. 69 ¼ deg. W. 79 10/25 poles to a stake in E. Martin's land; thence North 26 ¼ deg. W. 18 poles to a stake; thence N. 3 ¼ deg. W. 97 1/5 poles to the center of the C.C. & I. C. Ry; thence with the center of said railway, N. 82 ½ deg. E. 39 2/5 poles to a stake, corner to the mill lot; thence S. 2 deg. E. 13 ¾ poles to a stake, southwest corner to said mill lot; thence N. 82 ¼ deg. E. 42 1/5 poles to the center of said pike; thence S. 2 ½ deg. W. 68 2/5 poles to the beginning, containing fifty acres and one hundred and fifty five rods of land (50.969 acres).

EXCEPTING therefrom 0.735 and 0.572 acre tracts sold to P. C. C. & St. L. Ry. By deed recorded in Vol. 87, page 553.

Leaving the tract hereby described containing 49.66 acres of land, there being 5 acres thereof in Survey 9002 and 44.66 acres in Survey No. 7822. (13.25 acres thereof being within the limits of the village of Woodstock).

Said premises are carried on the County Auditor's records as 49.68 acres.

Being the premises known as 221 South Main Street, Woodstock, OH 43084 and adjoining 49.66 acres farm land

Parcel Numbers: H29-26-00-41-00-001-00
H26-08-00-41-00-027-00
H26-08-00-46-00-013-00
H29-26-00-41-00-003-00
H29-26-00-41-00-002-00

NO FURTHER TRANSFER
WITHOUT SURVEY

YOR
7/13/06

LAST DEED REFERENCE: Volume 452, Page 3445
Volume 227, Page 13
Volume 175, Page 77
Volume 125, Page 429
Volume 107, Page 233
Champaign County, Ohio Deed Records

200600004523
Filed for Record in
CHAMPAIGN COUNTY, OHIO
CAROLYN J DOWNING
07-13-2006 At 12:06 pm.
QUIT C DEED 36.00
OR Book 455 Page 237 - 239

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.

FEE \$
EXEMPT 370x 06
CONVEYANCE

BONNIE M. WARMAN
Champaign, Co. Auditor

CHAMPAIGN CO., OH
TRANSFERRED

JAN 27 2009

BONNIE M. WARMAN, AUDITOR
By *Rick Stahlsmith* Deputy

CHAMPAIGN CO., OH
TRANSFERRED

JAN 27 2009

BONNIE M. WARMAN, AUDITOR
By *Rick Stahlsmith* Deputy

GENERAL WARRANTY DEED

Instrument Book Page
200900000321 DR 477 1939

200900000321
Filed for Record in
CHAMPAIGN COUNTY, OHIO
ROBIN K. EDWARDS
01-27-2009 At 10:01 am.
WARRANTY DEED 36.00
DR Book 477 Page 1939 - 1941

①8 ✓

KNOW ALL MEN BY THESE PRESENTS:

THAT, WILLIAM E. BLAZER, TRUSTEE and KAREN S. BLAZER, TRUSTEE, of Champaign County, Ohio, the GRANTORS, in consideration of One Dollar (\$1.00) and other good and valuable consideration to them in hand paid by WILLIAM EDWARD BLAZER, TRUSTEE OF THE WILLIAM EDWARD BLAZER REVOCABLE LIVING TRUST DATED JUNE 26, 1997 and KAREN SUE BLAZER, TRUSTEE of the KAREN SUE BLAZER REVOCABLE LIVING TRUST dated June 26, 1997, the GRANTEES, whose tax-mailing address is 2721 N. St. Rt. 559, Woodstock, OH 43084, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said WILLIAM EDWARD BLAZER, TRUSTEE OF THE WILLIAM EDWARD BLAZER REVOCABLE LIVING TRUST DATED JUNE 26, 1997 and KAREN SUE BLAZER, TRUSTEE of the KAREN SUE BLAZER REVOCABLE LIVING TRUST dated June 26, 1997, the GRANTEES, their successors and assigns forever, the following described REAL ESTATE:

The following described 24.120 acre tract of land is situated in Virginia Military Survey 7822, the Village of Woodstock, Rush Township, Champaign County, Ohio and being part of Linda A. Streitenberger, John W. Botkin, Mary B. Hayes' and Sarah P. Sprouse's 49.66 acre tract (3/4 interest) conveyed in Official Record Volume 452, Page 3448 and (1/4 interest) conveyed in Official Record Volume 455, page 237, said 24.120 acre tract more particularly described as follows:

Beginning for reference at a railroad spike found at the intersection of the centerline of Main Street (S.R. 559, 60 feet wide) with the centerline of Bennett Street (60 feet wide);

Thence South 2 deg 03' 15" W 562.64 feet, following the centerline of Main Street (S.R. 559), to a railroad spike found at the northeast corner of Karl and June C. Pullins' 1.210 acre tract described in OR 72, page 82;

Thence South 1 deg 53' 02" West 261.58 feet, continuing along the centerline of Main Street (S.R. 559) and the east line of said 1.210 acre tract, to a railroad spike found at the northeast corner of said 49.66 acre tract, said railroad spike marking the place of beginning;

Thence South 2 deg. 13' 33" West 316.00 feet, continuing along the centerline of Main Street (S.R. 559) and following the east line of said 49.66 acre tract to a magnetic nail set;

Thence North 87 deg. 46' 27" West 276.81 feet, departing from the centerline of Main Street (S.R. 559) and entering said 49.66 acre tract, passing an iron pin set at 30.00 feet, to an iron pin set;

Thence South 2 deg. 13' 33" West 276.75 feet, leaving the Village of Woodstock, to an iron pin set;

Thence North 86 deg. 16' 13" East 278.60 feet, passing an iron pin set at 248.77 feet, to a magnetic nail set in the centerline of State Route 559 and in the east line of said 49.66 acre tract;

Thence South 1 deg. 28' 11" West 255.70 feet, following the centerline of State Route 559 and the east line of said 49.66 acre tract, to a magnetic nail set;

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.

FEE \$ _____
EXEMPT 0047X09
CONVEYANCE _____

BONNIE M. WARMAN
Champaign, Co. Auditor

Thence South 88 deg. 00' 28" West 1340.55 feet, departing from the centerline of State Route 559 and crossing said 49.66 acre tract, passing an iron pin set at 29.76 feet, to an iron pin set in the east line of V.M.S. 7323, the west line of V.M.S. 7822, and the east line of Bradley G. and Karla R. Herron, Duane O. and Annette M. Rittenhouse, Jeff A. and Mitzi C. Jones, and Georgiana L. and James Boles' 158.575 acre tract described in Official Record Volume 473, page 866;

Thence North 3 deg. 51' 41" West 809.70 feet, following the east line of V.M.S. 7323, the west line of V.M.S. 7822, the east line of said 158.575 acre tract, and the west line of said 49.66 acre tract, passing at 289.61 feet a 5/8 inch iron pin found at the southeast corner of a 14.567 acre tract annexed into the Village of Woodstock and recorded in Official Record Volume 444, page 2267, said 14.567 acre tract being part of said 158.575 acre tract, following an east line of the Village of Woodstock thereafter, to a 5/8 inch iron pin found in the south line of Bradley G. Herron and Daniel L. Layne's 1.869 acre tract described in Official Record Volume 432, page 2817;

Thence North 82 deg. 03' 04" East 690.06 feet, departing from the east line of V.M.S. 7323, entering V.M.S. 7822, following a south line of the said annexed portion of the Village of Woodstock, the south line of said 1.869 acre tract, and the north line of said 49.66 acre tract, entering the original Corporation limits for the Village of Woodstock, passing at 145.58 feet a 5/8 inch iron pin found at the southwest corner of Edward L. and Darlene K. Allison's 2.110 acre tract described in Official Record Volume 154, page 184, following the south line of said 2.110 acre tract thereafter, to a 5/8 inch iron pin found;

Thence South 21 deg. 30' 12" East 141.83 feet, continuing along the south line of said 2.110 acre tract and the north line of said 49.66 acre tract, to a 1/2 inch iron pin found;

Thence North 82 deg. 37' 23" East 73.29 feet, continuing along the south line of said 2.110 acre tract and the north line of said 49.66 acre tract to a 5/8 inch iron pin found at the southwest corner of Verizon North Inc.'s 0.592 acre tract described in Official Record Volume 450, page 2835;

Thence North 82 deg. 08' 12" East 99.95 feet, following the south line of said 0.592 acre tract and the north line of said 49.66 acre tract, to a 5/8 inch iron pin found at the southwest corner of Edwin G. Corwin, II's 1.00 acre tract described in Official Record Volume 450, page 1513;

Thence North 82 deg. 07' 49" East 520.24 feet, following the south line of said Corwin's 1.00 acre tract, the south line of Ron E. Barker's 1.00 acre tract described in Official Record Volume 346, page 966, the south line of said 1.210 acre tract, and the north line of said 49.66 acre tract, passing 1/2 inch iron pins found at 168.94 feet, at 337.92 feet, and at 489.81 feet, to the place of beginning, containing 24.120 acres, more or less, and subject to all valid easements and restrictions of record.

Of the above-described 24.120 acre tract of land, 12.332 acres are within the Village of Woodstock and 0.390 acre is within the road right-of-way of Main Street and State Route 559.

The above description was prepared from an actual field survey made by George A. Blackburn, Registered Surveyor #7873, during the month of September, 2008. Iron pins set are 5/8 inch by 30 inch reinforcing rods with plastic caps marked "Blackburn RS #7873." Bearings indicated herein are based on the centerline of Main Street (S.R. 559, 60 feet wide) bearing South 2 deg. 03' 15" West.

Parcel Numbers: H29 26 00 41 00 001 01
H26 08 00 41 00 027 02

PRIOR DEED REFERENCE: OR 476, PAGE 3278

DESCRIPTION APPROVED

Champaign County Engineer

As of

Jan 26, 2009

and all the **ESTATE, RIGHT, TITLE AND INTEREST** of the said **GRANTORS** in and to said premises; To have and to hold the same, with all the privileges and appurtenances thereunto belonging to said **GRANTEES**, their successors and assigns forever.

And the said **William Edward Blazer**, TRUSTEE, and **Karen S. Blazer**, TRUSTEE, do hereby **COVENANT AND WARRANT** that the title so conveyed is **CLEAR, FREE AND UNENCUMBERED**, and that they will **DEFEND** the same against all lawful claims of all persons whomsoever.

In Witness Whereof, the said William E. Blazer, Trustee and Karen S. Blazer, Trustee, have hereunto set their hands on the 23 day of December, 2008.

William E. Blazer, Trustee
WILLIAM E. BLAZER, Trustee

Karen S. Blazer, Trustee
KAREN S. BLAZER, Trustee

STATE OF OHIO, COUNTY OF CLINTON, SS:

On this 23 day of December, 2008, before me, a notary public, in and for said County and State, personally came WILLIAM E. BLAZER, Trustee and Karen S. Blazer, Trustee, the **GRANTORS** in the foregoing deed, and acknowledged the signing thereto to be their voluntary act and deed.

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

William E. Peelle
Notary Public



WILLIAM E. PEELLE
Notary Public, State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

This instrument prepared by: PEELLE LAW OFFICES CO., L.P.A., Attorneys at Law, 1929 Rombach Avenue, P. O. Box 950, Wilmington, Ohio 45177, (937) 382-1497 (WEP:amr 12.22.08)

200900003894
Filed for Record in
CHAMPAIGN COUNTY, OHIO
ROBIN K. EDWARDS
08-17-2009 At 10:53 am
WARRANTY DEED 36.00
OR Book 482 Page 1099 - 1101

**CHAMPAIGN CO., OH
TRANSFERRED**

AUG 13 2009
Karen T. Bailey
AUDITOR
By *Dick Stalham* Deputy

This Conveyance has been examined and
the Grantor has complied with Section
319.202 of the Revised Code.

FEE \$ _____
EXEMPT 0433X09
CONVEYANCE _____
Karen T. Bailey
Champaign Co. Auditor

General Warranty Deed

(Statutory Form O.R.C. 5302.05)

WILLIAM E. BLAZER, TRUSTEE, AND KAREN S. BLAZER, TRUSTEE,
for valuable consideration paid, grant, with general warranty, covenant Twenty-Four
Percent (24%) to DUANE O. RITTENHOUSE AND ANNETTE M. RITTENHOUSE,
HUSBAND AND WIFE; Twenty Percent (20%) to JEFF A. JONES AND MITZI C.
JONES, HUSBAND AND WIFE; Five Percent (5%) to GEORGIANA L. BOLES AND
JAMES BOLES, WIFE AND HUSBAND; and Fifty-One Percent (51%) to BRADLEY G.
HERRON AND KARLA R. HERRON, HUSBAND AND WIFE, for their joint lives,
remainder to the survivor of them, whose tax mailing address is
24082 US HWY 36, Milford Center
the following real property:

SEE ATTACHED EXHIBIT "A"

Prior Instrument Reference: Official Record Volume 477, Page 1939

Executed this 11th day of August, 2009.

William E. Blazer Trustee Karen S. Blazer Trustee
WILLIAM E. BLAZER, TRUSTEE KAREN S. BLAZER, TRUSTEE

State of Ohio
Champaign County, SS:

On this 11th day of August, A.D. 2009, before me, a Notary Public in and
for said County, personally came WILLIAM E. BLAZER, TRUSTEE AND KAREN S.
BLAZER, TRUSTEE, the Grantors in the foregoing deed and acknowledged the signing thereof
to be their voluntary act and deed.

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

J. Collette Schoff
Notary Public

This instrument prepared by:
HARLEY A. DAVIDSON, ATTORNEY AT LAW
117 West Court Street, Urbana, OH 43078



J. COLLETTE SCHOFF
Notary Public, State of Ohio
My Commission Expires April 18, 2011

The following described 24.120 acre tract of land is situated in Virginia Military Survey 7822, the Village of Woodstock, Rush Township, Champaign County, Ohio and being part of Linda A. Streitenberger, John W. Botkin, Mary B. Hayes', and Sarah P. Sprouse's 49.66 acre tract (¾ interest) conveyed in Official Record Volume 452, page 3448 and (¼ interest) conveyed in Official Record Volume 455, page 237, said 24.120 acre tract more particularly described as follows:

Beginning for reference at a railroad spike found at the intersection of the centerline of Main Street (S.R. 559, 60 feet wide) with the centerline of Bennett Street (60 feet wide);

Thence South 2°03'15" West 562.64 feet, following the centerline of Main Street (S.R. 559), to a railroad spike found at the northeast corner of Karl and June C. Pullins' 1.210 acre tract described in Official Record Volume 72, page 82;

Thence South 1°53'02" West 261.58 feet, continuing along the centerline of Main Street (S.R. 559) and the east line of said 1.210 acre tract, to a railroad spike found at the northeast corner of said 49.66 acre tract, said railroad spike marking the **place of beginning**;

Thence South 2°13'33" West 316.00 feet, continuing along the centerline of Main Street (S.R. 559) and following the east line of said 49.66 acre tract, to a magnetic nail set;

Thence North 87°46'27" West 276.81 feet, departing from the centerline of Main Street (S.R. 559) and entering said 49.66 acre tract, passing an iron pin set at 30.00 feet, to an iron pin set;

Thence South 2°13'33" West 276.75 feet, leaving the Village of Woodstock, to an iron pin set;

Thence North 86°16'13" East 278.60 feet, passing an iron pin set at 248.77 feet, to a magnetic nail set in the centerline of State Route 559 and in the east line of said 49.66 acre tract;

Thence South 1°28'11" West 255.70 feet, following the centerline of State Route 559 and the east line of said 49.66 acre tract, to a magnetic nail set;

Thence South 88°00'28" West 1340.55 feet, departing from the centerline of State Route 559 and crossing said 49.66 acre tract, passing an iron pin set at 29.76 feet, to an iron pin set in the east line of V.M.S. 7323, the west line of V.M.S. 7822, and the east line of Bradley G. and Karla R. Herron, Duane O. and Annette M. Rittenhouse, Jeff A. and Mitzi C. Jones, and Georgiana L. and James Boles' 158.575 acre tract described in Official Record Volume 473, page 866;

Thence North 3°51'41" West 809.70 feet, following the east line of V.M.S. 7323, the west line of V.M.S. 7822, the east line of said 158.575 acre tract, and the west line of said 49.66 acre tract, passing at 289.61 feet a 5/8 inch iron pin found at the southeast corner of a 14.567 acre tract annexed into the Village of Woodstock and recorded in Official Record Volume 444, page 2267, said 14.567 acre tract being part of said 158.575 acre tract, following an east line of the Village of Woodstock thereafter, to a 5/8 inch iron pin found in the south line of Bradley G. Herron and Daniel L. Layne's 1.869 acre tract described in Official Record Volume 432, page 2817;

Thence North 82°03'04" East 690.06 feet, departing from the east line of V.M.S. 7323, entering V.M.S. 7822, following a south line of the said annexed portion of the Village of Woodstock, the south line of said 1.869 acre tract, and the north line of said

49.66 acre tract, entering the original Corporation limits for the Village of Woodstock, passing at 145.58 feet a 5/8 inch iron pin found at the southwest corner of Edward L. and Darlene K. Allison's 2.110 acre tract described in Official Record Volume 154, page 184, following the south line of said 2.110 acre tract thereafter, to a 5/8 inch iron pin found;

Thence **South 21°30'12" East 141.83 feet**, continuing along the south line of said 2.110 acre tract and the north line of said 49.66 acre tract, to a 1/2 inch iron pin found;

Thence **North 82°37'23" East 73.29 feet**, continuing along the south line of said 2.110 acre tract and the north line of said 49.66 acre tract, to a 5/8 inch iron pin found at the southwest corner of Verizon North Inc.'s 0.592 acre tract described in Official Record Volume 450, page 2835;

Thence **North 82°08'12" East 99.95 feet**, following the south line of said 0.592 acre tract and the north line of said 49.66 acre tract, to a 5/8 inch iron pin found at the southwest corner of Edwin G. Corwin, II's 1.00 acre tract described in Official Record Volume 450, page 1513;

Thence **North 82°07'49" East 520.24 feet**, following the south line of said Corwin's 1.00 acre tract, the south line of Ron E. Barker's 1.00 acre tract described in Official Record Volume 346, page 966, the south line of said 1.210 acre tract, and the north line of said 49.66 acre tract, passing 1/2 inch iron pins found at 168.94 feet, at 337.92 feet, and at 489.81 feet, to the **place of beginning, containing 24.120 acres**, more or less, and subject to all valid easements and restrictions of record.

Of the above-described 24.120 acre tract of land, 12.332 acres are within the Village of Woodstock and 0.390 acre is within the road right-of-way of Main Street and State Route 559.

The above description was prepared from an actual field survey made by George A. Blackburn, Registered Surveyor #7873, during the month of September 2008. Iron pins set are 5/8 inch by 30 inch reinforcing rods with plastic caps marked "Blackburn RS #7873." Bearings indicated herein are based on the centerline of Main Street (S.R. 559, 60 feet wide) bearing South 2°03'15" West.

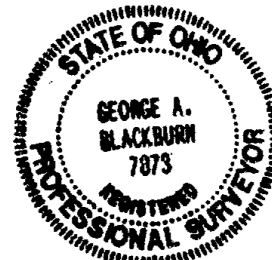
Description prepared by: George A. Blackburn 9/3/08
George A. Blackburn, R.S. #7873
12125 Green Street
Middleburg, Ohio 43336
(937) 666-5605

Parcel #'s
H29-26-00-41-00-001-01
H26-08-00-41-00-027-02

DESCRIPTION APPROVED

Champaign County Engineer

As of Aug. 7, 2009



PRELIMINARY CERTIFICATE OF TITLE

To: Dye Real Estate

Re: Proctor Run Development, LLC
10.064 acres & 32.834 acres
Woodstock/Rush Twp., Champaign Co.

This is to certify that the undersigned has examined the abstract of indices to the records of Champaign County, Ohio, in conformity with the Ohio Merchantable Title Act, insofar as they affect title to the following described real estate:

See attached Exhibit A hereto.

Subject to all valid and enforceable conditions, restrictions, easements, rights of ways and highways of record.

We find that Proctor Run Development, LLC is vested with good and marketable title to the premises by virtue of a Quit Claim Deed dated November 14, 2015, and filed for record on November 19, 2015, at 3:23 o'clock p.m. in Volume 536, Page 3228, of the Official Records of Champaign County, subject only to the following matters:

TAXES AND ASSESSMENTS

Parcel No. H29-26-00-41-00-101-00 (10.064 acres)	Taxes per Half: \$142.57
H26-08-00-46-00-002-12 (32.834 acres)	Taxes per Half: \$384.12

1. Real estate taxes and assessments for the first half of 2022 are paid. Real estate taxes and assessments for the second half of 2022 are not yet due and payable.

MORTGAGES

2. To The Peoples Saving Bank in the amount of \$270,000.00, dated November 14, 2015, and filed for record on November 19, 2015, at 3:23 o'clock p.m. in Volume 536, Page 3237, of the Official Records of Champaign County.

EASEMENTS

3. None

LIENS, ETC.

4. None

ALL OTHER MATTERS

5. These parcels are taxed at Current Agricultural Use Valuation (C.A.U.V.). This favorable tax treatment and rate will be subject to recoupment if the land ceases to qualify for such treatment. The recoupment will become a lien against the land.
6. Save and Except as described in Vol. 587, Page 1138, Vol. 585, Page 2013, and Vol. 585, Page 2016 in the Official Records of Champaign County.

This report does not purport to cover matters not of record in said County; right to take mechanic's liens; assessments not certified to County Auditor; rights of tenants or parties in possession; objections and encroachments that would be disclosed by an accurate survey or inspection of the premises; unpaid water bills; zoning ordinances and restrictions and titles of and to adjoining lands; fraud or forgery in the execution of title papers by a minor, an insane person, incompetent or a defective Corporation; the possible existence of heirs or devisees not disclosed in the public records; an inoperative conveyance or inheritance tax lien resulting from lack of delivery of deed during the lifetime of the grantor herein; the invalidity of a recorded power of attorney, regular in form; the cases of undisclosed marriages and divorces; easements duly acquired by adverse user or prescription; indexing and similar mistakes of County employees and Court reversal of a line of title decisions, as none of such hidden defects become apparent from a careful search and reporting of all matters of record. No search has been made of the United States District Court for any bankruptcy proceedings.

This report is made at the instance of Dye Real Estate and is not descendible nor assignable, and is not to be relied upon by any other person or corporation.

Dated at Urbana, Ohio this 31st day of May, 2023, at 8:00 o'clock a.m.

THOMPSON, DUNLAP & HEYDINGER, LTD.

By: 

Katrina Sutherly Gaskins

Exhibit A

The following described tract of land is situated in the State of Ohio, Champaign County, Rush Township, VMS 5300, 5976, VMS 10537, VMS 7323, Village of Woodstock, being part of Bradley G. Herron, etal's 158.575 acre Tract described in Official Record 473, page 866, and being more particularly described as follows:

Commencing at an iron pin found at the Intersection of the South right of way line of Urbana-Woodstock Road (C.R.#2)(60') with the East line of Harvey Donahoe's 1.672 acre tract described in Official Record 465, page 2432 and at the Northwest corner of the Village of Woodstock (annexation per resolution recorded in O.R 444, pg. 2267);

Thence North 25°52'31" West 30.46 feet, following the East line of said 1.672 acre tract, to a railroad spike found in the centerline of Urbana - Woodstock Road;

Thence South 53°53'29" West 199.94 feet, following the centerline of Urbana -Woodstock Road, to a railroad spike found marking the point of beginning;

Thence South 25°52'45" East 359.76 feet, following the West line of said 1.672 acre tract, passing at 31.48 feet an iron pin found, to an iron pin found;

Thence North 53°52'39" East 199.93 feet, following the South line of said 1.672 acre tract, to an iron pin found;

Thence North 25°52'31" West 169.28 feet, following the East line of said 1.672 acre tract, to an iron pin found at the Southwest corner of Shawn A. Sindlecker's 0.739 acre tract described In Official Record 475, page 1720;

Thence North 54°03'55" East 707.32 feet, following the South line of said 0.739 acre tract, the South line of Thomas Belcher's 0.702 acre tract described in Official Record 477, page 559, John J. Campbell's 0.626 acre tract described in Official Record 476, page 1672, and Shelly L. Rice's 0.788 acre tract described in Official Record 484, page 509, to an iron pin found;

Thence North 35°56'05" West 34.49 feet, following the East line of said 0.788 acre tract, to an iron pin set in the South line of Bradley G. Herron Etal's 1.869 acre tract described in Official Record 432, page 2817;

Thence North 84°39'36" East 311.12 feet, following the South line of said 1.869 acre tract, to an iron pin found at the northwest corner of Bradley G. Herron Etal's 24.120 acre tract described in Official Record 482, page 1099;

Thence South 01°16'04" East 1528.91 feet, following the East line of said 158.575 acre tract, the West line of said 24.120 acre tract and the West line of Barry Boerger, Etal's 24.120 acre tract described in Official Record 477, page 142, to an iron pin found;

Thence South 23°14'34" East 297.00 feet, following the east line of said 158.575 acre tract and the west line of said 24.120 acre tract, to a stone found at a corner of Mary Jane Kemper' & 204.031 acre tract described In Official Record 137, page 17;

Thence South 20°44'05" East 164.56 feet, following the East line of said 158.575 acre tract and the West line of said 204.031 acre tract, to an Iron pin found;

Thence South 72°08'29" West 803.36 feet, following the South line of said 158.575 acre tract and the North line of said 204.031 acre tract, to an iron pin found at the Southeast corner of William E. Blazer's 36.000 acre tract described in Official Record 484, page 123;

Thence following the East line of said 36.000 acre tract the following courses:

North 25°33'33" West 743.76 feet, to an iron pin found;

North 17°18'49" West 593.33 feet, to an iron pin found;

South 53°54'09" West 103.45 feet, to an iron pin found;

North 25°52'45" West 549.51 feet, passing at 518.06 feet an iron pin found, to a MAG nail found in the centerline of Urbana - Woodstock Road;

Thence North 81°36'47" East 146.06 feet, following the centerline of Urbana -Woodstock Road and the North line of said 158.575 acre tract, to a railroad spike found;

Thence North 53°53'29" East 154.50 feet, following the centerline of Urbana -Woodstock Road and the North line of said 158.575 acre tract, to the point of beginning, containing 43.585 acres, more or less, approximately 0.207 acre in road right of way, 43.378 acres net, 12.387 acres in VMS 7323 and 6.796 acres in VMS 10537 and 24.402 acres in VMS 5300, 5976. 10.751 acres in the Village of Woodstock and 32.834 acres in Rush Township. Subject to all valid easements of record.

I, Timothy L. Guider, hereby certify that this description was prepared from an actual field survey made by me during the month of April 2009 and that monuments were placed as indicated herein. Iron pins set are 5/8"x 30" reinforcing rods with caps marked "GUIDER S 7752." Basis of Bearing: Centerline of Urbana-Woodstock Road from a survey by Tim Guider dated 04/13/08, S53°53'29"W.

Parcel No. H29-26-00-41-00-101-00 & H26-08-00-46-00-002-12

SAVE & EXCEPT

Being situate in the State of Ohio, County of Champaign, Village of Woodstock, and being a part of Virginia Military Survey 7323, and being more particularly described as follows:

Beginning for reference at a Mag Nail found at the intersection of the centerline of Urbana-Woodstock Pike (Co. Hwy. 2)(60' right-of-way) and the East line of Virginia Military Survey 7323;

Thence with the centerline of said Urbana-Woodstock Pike the following two (2) courses:

1. S-65°29'00"-W, 254.47' (feet) to a Railroad Spike found;
2. S-54°03'55"-W, 199.08'(feet) to a Mag Nail found at the Northeast corner of a 0.788 acre tract conveyed to James Weidner by Deed recorded in Official Record 520, page 953, also being at the Northwest corner of a 0.198 acre tract conveyed to Daniel Layne by Deed recorded in Official Record 519, page 2271 of the Champaign County Records, passing for reference a Mag Nail found at 17.15'(feet);

Thence with the East line of said Weidner's 0.788 acre tract, the West line of said Layne's 0.198 acre tract, and with the West line of a 0.612 acre tract also conveyed to Daniel Layne by Deed recorded in Official Record 519, page 2273, S-35°56'01"-E, 153.04' (feet) to an iron bar found at the **PRINCIPLE PLACE OF BEGINNING** for the tract hereinafter described, said iron bar found being at the Southwest corner of said Layne's 0.612 acre tract and at a corner of a 43.585 acre tract conveyed to Bradley G. Herron, ETAL., by Deed recorded in Official Record 490, page 1893, passing for reference an iron bar found on the right-of-way line of Urbana-Woodstock Pike at 30.00' (feet) and also passing for reference a Mag Nail found at the Northwest corner of said Layne's 0.612 acre tract at 8.19' (feet);

Thence with the South line of said Layne's 0.612 acre tract, N-84°39'36"-E, 104.59' (feet) to an iron bar set;

Thence S-11°55'12"-E, 110.84' (feet) to an iron bar sets;

Thence S-54°03'55"-W, 217.31'(feet) to an iron bar set;

Thence N-35°56'05"-W, 120.00' (feet) to an iron bar found at the Southwesterly corner of aforementioned Weidner's 0.788 acre tract;

Thence with the bounds of said Weidner's 0.788 acre tract the following two (2) courses:

1. N-54°03'55"-E, 172.39' (feet) to an iron bar found;
2. N-35°56'23"-W, 34.48' (feet) to the place of beginning.

Containing 0.687 acre but being subject to the rights of all legal highways and all easements of record.

Being a part of a 43.585 acre tract conveyed to Bradley Herron, ETAL, by Deed recorded in Official Record 490, page 1893 of the Champaign County Records.

The herein described tract is to be attached to an adjoining parcel and is not to be used as a separate and independent tract.

The foregoing description prepared by and in accordance with a Survey by William D. Edwards, Professional Surveyor No. 7574, August 21, 2014. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings for the herein described tract are based on the centerline of Urbana-Woodstock Pike per Official Record 520, page 953 of the Champaign County Records. (S-54°03'55"-W).

Instrument Book Page
201500005141 OR 536 3237

201500005141
Filed for Record in
CHAMPAIGN COUNTY, OHIO
GLENDA L. BAYMAN, RECORDER
11-19-2015 At 03:23 pm.
MORTGAGE 180.00
OR Book 536 Page 3237 - 3257

✓
(4)g

RECORDATION REQUESTED BY:

The Peoples Savings Bank, 10 Monument Square, P.O. Box 589, Urbana, OH 43078

WHEN RECORDED MAIL TO:

The Peoples Savings Bank, 10 Monument Square, P.O. Box 589, Urbana, OH 43078

SEND TAX NOTICES TO:

Proctor Run Development LLC, 755 W. Central Ave., Delaware, OH 43015

FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The maximum amount of loan indebtedness secured by this Mortgage shall not exceed at any one time \$270,000.00.

THIS MORTGAGE dated November 14, 2015, is made and executed between Proctor Run Development LLC, A Limited Liability Company, whose address is 755 W. Central Ave., Delaware, OH 43015 (referred to below as "Grantor") and The Peoples Savings Bank, whose address is 10 Monument Square, P.O. Box 589, Urbana, OH 43078 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, mortgages and conveys to Lender, with mortgage covenants and upon the statutory condition, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Champaign County, State of Ohio:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 121.84 Acres Urbana-Woodstock Pike, Woodstock, OH 43084.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate

**MORTGAGE
(Continued)**

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means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon

**MORTGAGE
(Continued)**

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the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Ohio law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on

**MORTGAGE
(Continued)**

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account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will

**MORTGAGE
(Continued)**

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(A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to

**MORTGAGE
(Continued)**

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deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law,

**MORTGAGE
(Continued)**

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any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the

**MORTGAGE
(Continued)**

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preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**MORTGAGE
(Continued)**

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Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Ohio.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Champaign County, State of Ohio.

**MORTGAGE
(Continued)**

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Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

(Initial Here *B.G.H. R.O.U.T.G.A.J. J.W.B. J.A.B.*)

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Proctor Run Development LLC, Bradley G. Herron, Karla R. Herron, Jeffrey A. Jones, James W. Boles and Georgiana L. Boles and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response,

**MORTGAGE
(Continued)**

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Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Proctor Run Development LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means The Peoples Savings Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated November 14, 2015, in the original principal amount of \$270,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is December 1, 2025.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.


Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

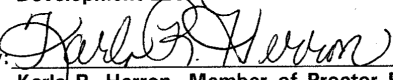
MORTGAGE
(Continued)

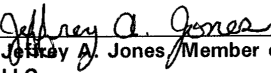
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

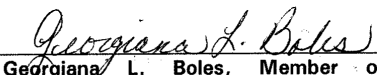
PROCTOR RUN DEVELOPMENT LLC

By: 
Bradley G. Herron, Member of Proctor Run Development LLC

By: 
Karla R. Herron, Member of Proctor Run Development LLC

By: 
Jeffrey A. Jones, Member of Proctor Run Development LLC

By: 
James W. Boles, Member of Proctor Run Development LLC

By: 
Georgiana L. Boles, Member of Proctor Run Development LLC

This instrument was prepared by The Peoples Savings Bank, 10 Monument Square, Urbana, OH 43078, The Peoples Savings Bank.

MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Ohio)
) SS
COUNTY OF Champaign)

On this 14th day of November, 20 15, before me, the undersigned Notary Public, personally appeared Bradley G. Herron, Member of Proctor Run Development LLC; Karla R. Herron, Member of Proctor Run Development LLC; Jeffrey A. Jones, Member of Proctor Run Development LLC; James W. Boles, Member of Proctor Run Development LLC; and Georgiana L. Boles, Member of Proctor Run Development LLC, and known to me to be members or designated agents of the limited liability company that executed the Mortgage and acknowledged before me the Mortgage to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the limited liability company.

By [Signature]

Residing at _____

Notary Public in and for the State of Ohio

My commission expires _____



BRIAN K. NICOL
Notary Public, State of Ohio
My commission expires April 12, 2019

SATISFACTION AND DISCHARGE OF MORTGAGE

(To be used only when obligations have been paid in full)

_____, Ohio
, 20 _____

The conditions and obligations of this Mortgage have been complied with, and therefore this Mortgage is hereby satisfied and discharged.

Attest: _____

The Peoples Savings Bank
By: _____

EXHIBIT "A"

Tract One:

The following described tract of land is situated in the State of Ohio, Champaign County, Rush Township, VMS 5300, 5976, VMS 10537, being part of Bradley G. Herron, Etal 's 158.575 acre Tract I described in Official Record 473, page 866, and being more particularly described as follows:

Commencing at an iron pin found at the intersection of the south right of way line of Urbana-Woodstock Road (C.R.#2)(60')with the east line of Harvey Donahoe's 1.672 acre tract described in Official Record 465, page 2432 and at the northwest corner of the Village of Woodstock (annexation per resolution recorded in O.R. 444, pg. 2267);

Thence North 25°52'31" West 30.46 feet, following the east line of said 1.672 acre tract, to a railroad spike found in the centerline of Urbana - Woodstock Road;

Thence South 53°53'29" West 354.44 feet, following the centerline of Urbana - Woodstock Road, to a railroad spike found;

Thence South 81°36'47" West 707.33 feet, continuing along the centerline of Urbana - Woodstock Road to a railroad spike found;

Thence South 81°46'07" West 435.04 feet, continuing along the centerline of Urbana - Woodstock Road, to a MAG nail found in the north line of said 158.575 acre tract, at the northwest corner of William E. Blazer's 14.000 acre tract described in Official Record 484, page 123, said MAG nail marking the *point of beginning*;

Thence South 17°18'49" East 1271.09 feet, following the west line of said 14.000 acre tract, passing at 30.19 feet an iron pin found, to an iron pin found;

Thence South 25°33'33" East 743.83 feet, continuing along the west line of said 14.000 acre tract, to an iron pin found in the north line of Mary Jane Kemper, Trustee's 204.031 acre tract described in Official Record 137, page 17;

Thence South 59°44'15" West 1076.02 feet, following the south line of said 158.575 acre tract and the north line of said 204.031 acre tract, to a 10" x 10" wood anchor post found in the east line of Barry Boerger, Trustee's 44.5 acre tract described in Official Record 128, page 98;

Thence North 36°15'45" West 508.00 feet, following the west line of said 158.575 acre tract, to an iron pin set;;

Thence North 47°43'43" East 20.00 feet, following the west line of said 158.575 acre tract, to an iron pin set;

Thence North 27°56'20" West 680.00 feet, following the west line said 158.575 acre tract, to a 10" x 10" wood anchor post found in the south line of David Vernon Corbett's 37.45 acre tract described in Deed Volume 205, page 924;

Thence North 56°40'38" East 88.04 feet, following the west line of said 158.575 acre tract and the south line of said 37.45 acre tract, to an iron pipe set in the remains of an old 10" x 10" wood anchor post found (down);

Thence North 33°32'10" West 795.85 feet, following the west line of said 158.575 acre tract and the east line of said 37.45 acre tract to an iron pin set at the southwest corner of David V. Corbett, etux's 4.36 acre tract described in Official Record 104, page 390;

Thence North 68°47'59" East 352.13 feet, following the south line of said 4.36 acre tract to an iron pin found;

Thence North 25°17'51" West 453.18 feet, following the east line of said 4.36 acre tract, passing at 419.97 an iron pin set, to a PK nail found in the centerline of Urbana - Woodstock Road;

Legal Description Continued

Thence North 81°48'07" East 1077.03 feet, following the north line of said 158.575 acre tract, to the point of beginning, containing 59.391 acres, more or less, 0.754 acre in road right of way (0.320 acre in VMS 5300, 5976 and 0.434 acre in VMS 10537), 58.637 acres net, and 1.683 acres in VMS 5300, 5976 and 57.708 acres in VMS 10537. Subject to all valid easements of record.

I, Timothy L. Guider, hereby certify that this description was prepared from an actual field survey made by me during the month of June 2010 and that monuments were placed as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "GUIDER S 7752." Basis of Bearing: Centerline of Urbana-Woodstock Road from a survey by Tim Guider dated 04/13/09, S53°53'29"W.

Parcel Number: H26-08-00-46-00-002-11

DESCRIPTION APPROVED

Champaign County Engineer

As of

Sept. 1, 2015 AD
NOV. 6, 2015 AD

SAVE AND EXCEPT the following:

TRACT I:

Being situate in the State of Ohio, County of Champaign, Township of Rush, and being a part of Virginia Military Survey 10537, and being more particularly described as follows:

Beginning for reference at a P.K. Nail found at the intersection of the centerline of Urbana-Woodstock Road (Co. Hwy: 2) (60' right-of-way) and the West line of Virginia Military Survey 10537, also being at the Northwest corner of a 4.36 acre tract conveyed to David Corbett by Deed recorded In Official Record 104, Page 390, of the Champaign County Records, also being at the Northeast corner of a 37.45 acre tract also conveyed to David Corbett by Deed recorded in Deed Volume 205, Page 924 of the Champaign County Deed Records;

thence with the West line of Virginia Military Survey 10537, also being an East line of Virginia Military Survey 5300-5976, and the East line of said Corbett's 37.45 acre tract, S-34°19'54"-E, 521.10'(feet) to an iron bar found at the Southwest corner of said Corbett's 4.36 acre tract at the PRINCIPLE PLACE OF BEGINNING for the tract hereinafter described;

thence N-68°21'32"-E, 352.13'(feet) to an iron bar found at the Southeast corner of said Corbett's 4.36 acre tract;

thence with the East line of said Corbett's 4.36 acre tract, N-25°44'18"-W, 453.18'(feet) to a Mag Nail found on the centerline of aforementioned Urbana-Woodstock Road, passing for reference an iron bar set on the right-of-way line of Urbana-Woodstock Road at 421.80'(feet);

thence with the centerline of Urbana-Woodstock Road, N-81°19'40"-E, 166.96'(feet) to a Mag Nail set;

thence S-5°49'06"-W, 83.68'(feet) to an iron bar set, passing for reference an iron bar set on the right-of-way line of Urbana-Woodstock Road at 30.99'(feet);

thence S-33°05'03"-W, 94.46'(feet) to an iron bar set;

thence S-25°44'18"-E, 391.54'(feet) to an iron bar set;

thence S-57°04'47"-W, 363.29'(feet) to an iron bar set on the East line of aforementioned Corbett's 37.45 acre tract;

thence with the East line of said Corbett's 37.45 acre tract, N-33°58'37"-W, 180.00'(feet) to the place of beginning.

Containing 1.845 acres, 0.109 acre of which is within the Road right-of-way, but being subject to the rights of all legal highways and all easements of record.

Legal Description Continued

Being a part of a 59.391 acre tract conveyed to Bradley Herron, etal., by Deed recorded in Official Record 490, Page 1893, of the Champaign County Records.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, Professional Surveyor No. 7574, April 27, 2015. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings are based on the centerline of Urbana-Woodstock Road per an assumed bearing of N-81°19'40"-E.

TRACT II:

Being situate in the State of Ohio, County of Champaign, Township of Rush, and being a part of Virginia Military Surveys 10537 and 5300-5976, and being more particularly described as follows:

Beginning for reference at a P.K. Nail found at the intersection of the centerline of Urbana-Woodstock Road (Co. Hwy. 2) (60' right-of-way) and the West line of Virginia Military Survey 10537, also being at the Northwest corner of a 4.36 acre tract conveyed to David Corbett by Deed recorded in Official Record 104, Page 390, of the Champaign County Records, also being at the Northeast corner of a 37.45 acre tract also conveyed to David Corbett by Deed recorded in Deed Volume 205, Page 924 of the Champaign County Deed Records;

thence with the West line of Virginia Military Survey 10537, also being an East line of Virginia Military Survey 5300-5976, and the East line of said Corbett's 37.45 acre tract, S-34°19'54"-E, 521.10'(feet) to an iron bar found at the Southwest corner of said Corbett's 4.36 acre tract;

thence continuing with the East line of said Corbett's 37.45 acre tract, S-33°58'37"-E, 180.00'(feet) to an iron bar set at the **PRINCIPLE PLACE OF BEGINNING** for the tract hereinafter described:

thence N-57°04'47"-E, 363.29'(feet) to an iron bar set;

thence S-25°44'18"-E, 958.38'(feet) to an iron bar set;

thence S-9°15'01"-E, 388.09'(feet) to an iron bar set;

thence S-47°17'16"-W, 238.14'(feet) to an iron bar set on an East line of a 44.5 acre tract conveyed to Barry William Boerger Trust by Deed recorded in Official record 523, Page 2438, of the Champaign County Records;

thence with the bounds of said Boerger's 44.5 acre tract the following three (3) courses:

1. N-36°42'12"-W, 48.61'(feet) to an iron bar found;
2. N-47°17'16"-E, 20.00'(feet) to a point in a creek from which an iron bar set for reference bears N-47°17'16"-E, 20.00'(feet);
3. N-28°22'47"-W, 680.00'(feet) to a 10" square wood post found on the South line of a aforementioned Corbett's 37.45 acre tract;

thence with the bounds of said Corbett's 37.45 acre tract the following two (2) courses:

1. N-56°14'11"-E, 88.04'(feet) to an iron pipe found;
2. N-33°58'37"-W, 615.85'(feet) to the place of beginning.

Containing a total of 9.655 acres, 0.615 acre of which is a part of Virginia Military Survey 5300-5976 and 9.040 acres of which is a part of Virginia Military Survey 10537, but being subject to the rights of all legal highways and all easements of record.

Being a part of a 59.391 acre tract conveyed to Bradley Herron, etal., by Deed recorded in Official Record 490, Page 1893, of the Champaign County Records.

The herein described tract is to be attached to an adjoining parcel and is not to be used as a separate and independent tract.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, Professional Surveyor No. 7574, April 27, 2015. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings are based on the centerline of Urbana-Woodstock Road per an assumed bearing of N-81°19'40"-E.

Remaining Acres: 47.891 acres

Legal Description Continued

Tract Two:

The following described tract of land is situated in the State of Ohio, Champaign County, Rush Township, VMS 5300, 5976, VMS 10537, VMS 7323, Village of Woodstock, being part of Bradley G. Herron, etal 's 158.575 acre Tract described in Official Record 473, page 866, and being more particularly described as follows:

Commencing at an iron pin found at the intersection of the south right of way line of Urbana-Woodstock Road (C.R.#2)(60') with the east line of Harvey Donahoe's 1.672 acre tract described in Official Record 465, page 2432 and at the northwest corner of the Village of Woodstock (annexation per resolution recorded in O.R. 444, pg. 2267);

Thence North 25°52'31" West 30.46 feet, following the east line of said 1.672 acre tract, to a railroad spike found in the centerline of Urbana - Woodstock Road;

Thence South 53°53'29" West 199.94 feet, following the centerline of Urbana - Woodstock Road, to a railroad spike found marking the point of beginning;

Thence South 25°52'45" East 359.76 feet, following the west line of said 1.672 acre tract, passing at 31.48 feet an iron pin found, to an iron pin found;

Thence North 53°52'39" East 199.93 feet, following the south line of said 1.672 acre tract, to an iron pin found;

Thence North 25°52'31" West 169.28 feet, following the east line of said 1.672 acre tract, to an iron pin found at the southwest corner of Shawn A. Sindlecker's 0.739 acre tract described in Official Record 475, page 1720;

Thence North 54°03'55" East 707.32 feet, following the south line of said 0.739 acre tract, the south line of Thomas Belcher's 0.702 acre tract described in Official Record 477, page 559, John J. Campbell's 0.626 acre tract described in Official Record 476, page 1672, and Shelly L. Rice's 0.788 acre tract described in Official Record 484, page 509, to an iron pin found;

Thence North 35°56'05" West 34.49 feet, following the east line of said 0.788 acre tract, to an iron pin set in the south line of Bradley G. Herron Etal's 1.869 acre tract described in official Record 432, page 2817;

Thence North 84°39'36" East 311.12 feet, following the south line of said 1.869 acre tract, to an iron pin found at the northwest corner of Bradley G. Herron Etal's 24.120 are tract described in Official Record 482, page 1099;

Thence South 01°16'04" East 1528.91 feet, following the east line of said 158.575 acre tract, the west line of said 24.120 acre tract and the west line of Barry Boerger, Etal's 24.120 acre tract described in Official Record 477, page 142, to an iron pin found;

Thence South 23°14'34" East 297.00 feet, following the east line of said 158.575 acre tract and the west line of said 24.120 acre tract, to a stone found at a corner of Mary Jane Kemper's 204.031 acre tract described in Official Record 137, page 17;

Thence South 20°44'05" East 164.56 feet, following the east line of said 158.575 acre tract and the west line of said 204.031 acre tract, to an iron pin found;

Thence South 72°08'29" West 803.36 feet, following the south line of said 158.575 acre tract and the north line of said 204.031 acre tract, to an iron pin found at the southeast corner of William E. Blazer's 36.000 acre tract described in Official Record 484, page 123;

Thence following the east line of said 36.000 acre tract the following courses:

North 25°33'33" West 743.76 feet, to an iron pin found;

North 17°18'49" West 593.33 feet, to an iron pin found;

South 53°54'09" West 103.45 feet, to an iron pin found;

North 25°52'45" West 549.51 feet, passing at 518.06 feet an iron pin found, to a MAG nail found in the centerline of Urbana - Woodstock Road;

Thence North 81°36'47" East 146.06 feet, following the centerline of Urbana - Woodstock Road and the north line of said 158.575 acre tract, to a railroad spike found;

Legal Description Continued

Thence North 53°53'29" East 154.50 feet, following the centerline of Urbana – Woodstock Road and the north line of said 158.575 acre tract, to the point of beginning, containing 43.585 acres, more or less, approximately 0.207 acre in road right of way, 43.378 acres net, 12.387 acres in VMS 7323 and 6.796 acres in VMS 10537 and 24.402 acres in VMS 5300, 5976. 10.751 acres in the Village of Woodstock and 32.834 acres in Rush Township. Subject to all valid easements of record.

I, Timothy L. Guider, hereby certify that this description was prepared from an actual field survey made by me during the month of April 2009 and that monuments were placed as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "GUIDER S 7752." Basis of Bearing: Centerline of Urbana-Woodstock Road from a survey by Tim Guider dated 04/13/08, S53°53'29"W.

DESCRIPTION APPROVED

Champaign County Engineer

As of Sept. 1, 2015 AD
NOV. 6, 2015 AD

Parcel Numbers: H26-08-00-46-00-002-12 and H29-26-00-41-00-101-00

SAVE AND EXCEPT the following:

Being situate in the State of Ohio, County of Champaign, Village of Woodstock, and being a part of Virginia Military Survey 7323, and being more particularly described as follows:

Beginning for reference at a Mag Nail found at the intersection of the centerline of Urbana-Woodstock Pike (Co. Hwy. 2)(60' right-of-way) and the East line of Virginia Military Survey 7323;

thence with the centerline of said Urbana-Woodstock Pike the following two (2)

courses:

1. S-65°29'00"-W, 254.47'(feet) to a Railroad Spike found;
2. S-54°03'55"-W, 199.08'(feet) to a Mag Nail found at the Northeast corner of a 0.788 acre tract conveyed to James Weidner by Deed recorded in Official Record 520, page 953, also being at the Northwest corner of a 0.198 acre tract conveyed to Daniel Layne by Deed recorded in Official Record 519, page 2271 of the Champaign County Records, passing for reference a Mag Nail found at 17.15'(feet);

thence with then East line of said Weidner's 0.788 acre tract, the West line of said Layne's 0.198 acre tract, and with the West line of a 0.612 acre tract also conveyed to Daniel Layne by Deed recorded in Official record 519, page 2273, S-35°56'01"-E, 153.04'(feet) to an iron bar found at the **PRINCIPLE PLACE OF BEGINNING** for the tract hereinafter described, said iron bar found being at the Southwest corner of said Layne's 0.612 acre tract and at a corner of a 43.585 acre tract conveyed to Bradley G. Herron, ETAL., by Deed recorded in Official Record 490, page 1893, passing for reference an iron bar found on the right-of-way line of Urbana-Woodstock Pike at 30.00'(feet)and also passing for reference a Mag Nail found at the Northwest corner of said Layne's 0.612 acre tract at 8.19'(feet);

thence with the South line of said Layne's 0.612 acre tract, N-84°39'36"-E, 104.59'(feet) to an iron bar set;

thence S-11°55'12"-E, 110.84'(feet) to an iron bar sets;

thence S-54°03'55"-W, 217.31'(feet) to an iron bar set;

thence N-35°56'05"-W, 120.00'(feet) to an iron bar found at the Southwesterly corner of aforementioned Weidner's 0.788 acre tract;

thence with the bounds of said Weidner's 0.788 acre tract the following two (2)

courses:

1. N-54°03'55"-E, 172.39'(feet) to an iron bar found;
2. N-35°56'23"-W, 34.48'(feet) to the place of beginning.

Legal Description Continued

Containing 0.687 acre but being subject to the rights of all legal highways and all easements of record.

Being a part of a 43.585 acre tract conveyed to Bradley Herron, ETAL, by Deed recorded in Official Record 490, page 1893 of the Champaign County Records.

The herein described tract is to be attached to an adjoining parcel and is not to be used as a separate and independent tract.

The foregoing description prepared by and in accordance with a Survey by William D. Edwards, Professional Surveyor No. 7574, August 21, 2014. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings for the herein described tract are based on the centerline of Urbana-Woodstock Pike per Official Record 520, page 953 of the Champaign County Records. (S-54°03'55"-W).

Remaining Acres: 42.898 acres

Tract Three:

The following described tract of land is situated in the State of Ohio, Champaign County, Rush Township, VMS 5300-5976, VMS 10537, being part of Bradley G. Herron etal's original 24.60 acre tract described in Official Record 473, page 866, and being more particularly described as follows:

Commencing at an iron pin found at the intersection of the south right of way line of Urbana - Woodstock Road (C.R.#2)(60'), with the east line of Harvey E. Donahoe's 1.672 acre tract described in Official Record 465, page 2432 and in west Corp. line of the Village of Woodstock (annexation per resolution recorded in Official Record 444, page 2267, 8/30/05);

Thence North 25°52'31" West 30.46 feet, leaving said Corp. line, following the east line of said 1.672 acre tract to a railroad spike found in the centerline of Urbana Woodstock Road;

Thence South 53°53'29" West 354.44 feet, following the centerline of Urbana - Woodstock Road to a railroad spike found;

Thence South 81°36'47" West 707.32 feet, continuing along the centerline of Urbana - Woodstock Road, to a railroad spike found at the southwest corner of John W. and Carol S. Lanham's 3.000 acre tract described in Official Record 415, page 1124;

Thence South 81°46'07" West 916.55 feet, continuing along the centerline of Urbana - Woodstock Road and the south line of said 24.60 acre tract, to a railroad spike found marking the *point of beginning*;

Thence South 81°46'07" West 549.86 feet, following the centerline of Urbana - Woodstock Road and the south line of said 24.60 acre tract, to a MAG nail found at the southeast corner of Eugene Rarey etux's 3.886 acre tract described in Deed Volume 232, page 750;

Thence North 20°57'21" West 545.86 feet, passing at 30.83 feet an iron pin found, to an iron pin found at the southwest corner of William Edward Blazer, etal's 6.786 acre tract described in Official Record 487, page 2104;

Thence North 85°00'05" East 629.26 feet, following the north line of said 24.60 acre tract and the south line of said 6.786 acre tract, to an iron pin found at the northwest corner of Timothy Hund's 1.691 acre tract described in Official Record 488, page 3200;

Thence South 13°02'47" East 498.72 feet, passing at 468.61 feet an iron pin found, to the point of beginning, containing 6.927 acres, more or less, 1.210 acres in VMS 10537, 5.717 acres in VMS 5300-5976, 0.388 acres within the road right of way leaving 6.539 acres net. Subject to all valid easements and restrictions of record.

I, Timothy L. Gulder, hereby certify that this description was prepared from an actual field survey made by me during the month of June 2010 and that monuments were placed as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "GUIDER S 7752." Basis of bearing: Centerline of Urbana - Woodstock Road from a survey by Tim Gulder dated 07/09/08, S53°53'29"W.

Parcel Number: H26-08-00-46-00-002-13

DESCRIPTION APPROVED
Champaign County Engineer
As of Sept. 1, 2015
NOV. 6, 2015

EXHIBIT "A"

The following described 24.120 acre tract of land is situated in Virginia Military Survey 7822, the Village of Woodstock, Rush Township, Champaign County, Ohio and being part of Linda A. Streitenberger, John W. Botkin, Mary B. Hayes', and Sarah P. Sprouse's 49.66 acre tract (¾ interest) conveyed in Official Record Volume 452, page 3448 and (¼ interest) conveyed in Official Record Volume 455, page 237, said 24.120 acre tract more particularly described as follows:

Beginning for reference at a railroad spike found at the intersection of the centerline of Main Street (S.R. 559, 60 feet wide) with the centerline of Bennett Street (60 feet wide);

Thence South 2°03'15" West 562.64 feet, following the centerline of Main Street (S.R. 559), to a railroad spike found at the northeast corner of Karl and June C. Pullins' 1.210 acre tract described in Official Record Volume 72, page 82;

Thence South 1°53'02" West 261.58 feet, continuing along the centerline of Main Street (S.R. 559) and the east line of said 1.210 acre tract, to a railroad spike found at the northeast corner of said 49.66 acre tract, said railroad spike marking the **place of beginning**;

Thence South 2°13'33" West 316.00 feet, continuing along the centerline of Main Street (S.R. 559) and following the east line of said 49.66 acre tract, to a magnetic nail set;

Thence North 87°46'27" West 276.81 feet, departing from the centerline of Main Street (S.R. 559) and entering said 49.66 acre tract, passing an iron pin set at 30.00 feet, to an iron pin set;

Thence South 2°13'33" West 276.75 feet, leaving the Village of Woodstock, to an iron pin set;

Thence North 86°16'13" East 278.60 feet, passing an iron pin set at 248.77 feet, to a magnetic nail set in the centerline of State Route 559 and in the east line of said 49.66 acre tract;

Thence South 1°28'11" West 255.70 feet, following the centerline of State Route 559 and the east line of said 49.66 acre tract, to a magnetic nail set;

Thence South 88°00'28" West 1340.55 feet, departing from the centerline of State Route 559 and crossing said 49.66 acre tract, passing an iron pin set at 29.76 feet, to an iron pin set in the east line of V.M.S. 7323, the west line of V.M.S. 7822, and the east line of Bradley G. and Karla R. Herron, Duane O. and Annette M. Rittenhouse, Jeff A. and Mitzi C. Jones, and Georgiana L. and James Boles' 158.575 acre tract described in Official Record Volume 473, page 866;

Legal Description Continued

Thence North 3°51'41" West 809.70 feet, following the east line of V.M.S. 7323, the west line of V.M.S. 7822, the east line of said 158.575 acre tract, and the west line of said 49.66 acre tract, passing at 289.61 feet a 5/8 inch iron pin found at the southeast corner of a 14.567 acre tract annexed into the Village of Woodstock and recorded in Official Record Volume 444, page 2267, said 14.567 acre tract being part of said 158.575 acre tract, following an east line of the Village of Woodstock thereafter, to a 5/8 inch iron pin found in the south line of Bradley G. Herron and Daniel L. Layne's 1.869 acre tract described in Official Record Volume 432, page 2817;

Thence North 82°03'04" East 690.06 feet, departing from the east line of V.M.S. 7323, entering V.M.S. 7822, following a south line of the said annexed portion of the Village of Woodstock, the south line of said 1.869 acre tract, and the north line of said 49.66 acre tract, entering the original Corporation limits for the Village of Woodstock, passing at 145.58 feet a 5/8 inch iron pin found at the southwest corner of Edward L. and Darlene K. Allison's 2.110 acre tract described in Official Record Volume 154, page 184, following the south line of said 2.110 acre tract thereafter, to a 5/8 inch iron pin found;

Thence South 21°30'12" East 141.83 feet, continuing along the south line of said 2.110 acre tract and the north line of said 49.66 acre tract, to a 1/2 inch iron pin found;

Thence North 82°37'23" East 73.29 feet, continuing along the south line of said 2.110 acre tract and the north line of said 49.66 acre tract, to a 5/8 inch iron pin found at the southwest corner of Verizon North Inc.'s 0.592 acre tract described in Official Record Volume 450, page 2835;

Thence North 82°08'12" East 99.95 feet, following the south line of said 0.592 acre tract and the north line of said 49.66 acre tract, to a 5/8 inch iron pin found at the southwest corner of Edwin G. Corwin, II's 1.00 acre tract described in Official Record Volume 450, page 1513;

Thence North 82°07'49" East 520.24 feet, following the south line of said Corwin's 1.00 acre tract, the south line of Ron E. Barker's 1.00 acre tract described in Official Record Volume 346, page 966, the south line of said 1.210 acre tract, and the north line of said 49.66 acre tract, passing 1/2 inch iron pins found at 168.94 feet, at 337.92 feet, and at 489.81 feet, to the place of beginning, containing 24.120 acres, more or less, and subject to all valid easements and restrictions of record.

Of the above-described 24.120 acre tract of land, 12.332 acres are within the Village of Woodstock and 0.390 acre is within the road right-of-way of Main Street and State Route 559.


The above description was prepared from an actual field survey made by George A. Blackburn, Registered Surveyor #7873, during the month of September 2008. Iron pins set are 5/8 inch by 30 inch reinforcing rods with plastic caps marked "Blackburn RS #7873." Bearings indicated herein are based on the centerline of Main Street (S.R. 559, 60 feet wide) bearing South 2°03'15" West.

H29-26-00-41-001-01 +
H26-08-00-41-00-027-02

DESCRIPTION APPROVED
Champaign County Engineer
As of SEP 9 2015
NOV 6 2015

536

Transferred 9-8-22
Fee(ORC 319.202) 460.00
Conveyance 22-0667
Exempt _____
Deputy AMB
Karen T. Bailey, Auditor
Champaign County, Ohio


20220004469 Pages: 3
Filed for Record in CHAMPAIGN County, Ohio
Glenda L. Bayman, Recorder
09/02/2022 02:02 PM Recording Fees: \$42.00
WARNTY DEED OR 587 / p1138 - p1140

GENERAL WARRANTY DEED

Proctor Run Development, L.L.C, a limited liability company organized under the laws of the State of Ohio, (Grantor), whose address is 755 W Central Ave., Delaware OH 43015, for valuable consideration paid, grants with general warranty covenants, to Taylor Justus and Kaitlin Justus, for their joint lives, remainder to the survivor of them, (Grantees) whose tax-mailing address is ~~416 Blaise Lane,~~ Delaware OH 43015, the following real property: 148 Granite Ct

See Exhibit A


Property Known As: S Main Street, Woodstock, OH 43084

Out of Parcel No.: H26-08-00-41-00-027-02

Prior instrument reference: OR 536, Page 3228 of the records of Champaign County, Ohio.

The real property described above is conveyed subject to, and there are excepted from the general warranty covenants, the following: All easements, covenants, conditions and restrictions of record; all legal highways; Zoning, building and other laws, ordinances and regulations; and, Real estate taxes and assessments not yet due and payable.

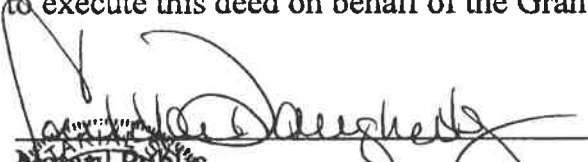

Executed this 22 day of August, 2022.


Proctor Run Development, L.L.C
By: Bradley G Herron
Its: Member

State of Ohio, Union County, ss:

This is acknowledgement clause; no oath or affirmation was administered to the signer. The foregoing instrument was acknowledged before me this 22 day of August, 2022, by Bradley G Herron, Member of Proctor Run Development L.L.C, who by resolution of all of its members dated the 22 day of August, 2022 is authorized to execute this deed on behalf of the Grantor.

This instrument was prepared by:
SCHULZE, COX, & WILL Attorneys at Law
110 S. Main Street, P.O. Box 562
Marysville, Ohio 43040-0562
(937) 644-3849 file #2022080982



CARLOTA DAUGHERTY
Notary Public, State of Ohio
My Commission Expires
July 2 2027



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Exhibit A

PROCTOR RUN DEVELOPMENT, L.L.C. 5.000 ACRES

Situate in the State of Ohio, Champaign County, Rush Township and lying in Virginia Military Survey 7822, and being out of the original 24.120 acres as conveyed to Proctor Run Development, L.L.C. by deed of record in Official Record 536, Page 3228, Exhibit "A" (all records referenced herein refer to the Champaign County Records of Deeds) and being more particularly described as follows:

COMMENCE at a 5/8 inch iron rebar found at the intersection of the center-lines of Main Street (60 feet wide) and Bennett Street (60 feet wide);

THENCE, with the center-line of Main Street (aka Ohio Route 559):

South 04°-12'-17" West, a distance of 562.69 feet to a magnetic nail found;

South 04°-00'-25" West, a distance of 261.52 feet to a magnetic nail found;

South 04°-23'-52" West, a distance of 542.78 feet to a point; and

South 03°-35'-31" West, a distance of 81.33 feet to a magnetic nail set at the **TRUE POINT OF BEGINNING**, passing a magnetic nail found at a distance of 21.08 feet;

THENCE, South 03°-35'-31" West, a distance of 195.42 feet, continuing with said center-line, to a magnetic nail found at a corner common to said 24.120 acre tract and that 24.120 acre tract as conveyed to 4J Kemper LLC by deed of record in Official Record 585, Page 2601, Parcel #'s H26-08-00-46-00-013-00 & H26-08-00-41-00-027-01;

THENCE, North 89°-52'-12" West, a distance of 808.13 feet, with the common line to said 24.120 acre tracts, passing a 5/8 inch iron rebar found (I.D. cap stamped "BLACKBURN PS7873") at a distance of 29.72 feet, to a 5/8 inch iron rebar set (I.D. cap stamped "DLZ OHIO INC.");

THENCE, with new division lines through said Proctor Run Development, L.L.C., 24.120 acre tract:

North 00°-07"-48" East, a distance of 324.00 feet to a 5/8 inch iron rebar set (I.D. cap stamped "DLZ OHIO INC.");

117 N Madriver St, Bellefontaine, OH 43311 | OFFICE 937.593.7335 | ONLINE WWW.DLZ.COM

Akron Bellefontaine Bridgeville Burns Harbor Chicago Cincinnati Cleveland Columbus Detroit Flint Fort Wayne Indianapolis Joliet
Kalamazoo Lansing Lexington Louisville Madison Melvindale Munster Muskegon Pittsburgh Port Huron Saint Joseph South Bend Toledo
Waterford

202200004469



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

MIDLAND TITLE AGENCY
110 S MAIN STREET
MARYSVILLE, OH 43040

South 89°-52'-12" East, a distance of 450.00 feet to a 5/8 inch iron rebar set (I.D. cap stamped "DLZ OHIO INC.");

South 04°-00'-06" East, a distance of 140.07 feet to a 5/8 inch iron rebar set (I.D. cap stamped "DLZ OHIO INC."); and

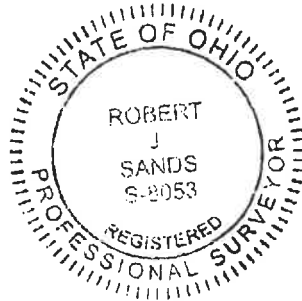
North 88°-24'-59" East, a distance of 360.00 feet, passing a 5/8 inch iron rebar set (I.D. cap stamped "DLZ OHIO INC.") at a distance of 329.88 feet to the POINT OF BEGINNING.

Containing 5.000 acres, more or less, of which 0.134 acre is within the highway right-of-way.

The bearings in the above description are based on the grid bearing of South 03°-35'-31" West, for the center-line of Ohio Route 559, as determined by a GPS network of field observations performed in June, 2022 and are based upon the Ohio State Plane Coordinate System, North Zone, NAD83 (2011).

All rebar set are 5/8 inch in diameter and 30 inches in length, with a yellow cap stamped "DLZ OHIO INC."

I certify that this description is based upon a survey conducted under my direct supervision in June, 2022 and that it and the information contained herein are true and correct to the best of my knowledge.



DLZ Ohio, Inc.

Robert J. Sands
Professional Surveyor No. 8053


~~APPROVED BY~~

By Rachel Vard
Date September 2, 2022
Tract (s) 5.000 acres

2221-2037.00

SBE

Transferred 5-17-22
Fee(ORC 319.202) EX
Conveyance _____
Exempt 0286x22
Deputy mmB
Karen T. Bailey, Auditor
Champaign County, Ohio


20220002547 Pages: 3
Filed for Record in CHAMPAIGN County, Ohio
Glenda L. Bayman, Recorder
05/17/2022 09:14 AM Recording Fees: \$42.00
QUIT C DEED OR 585 / p2013 - p2015

QUIT CLAIM DEED

PROCTOR RUN DEVELOPMENT LLC, an Ohio limited liability company, for valuable consideration paid, grants to **PROCTOR RUN DEVELOPMENT LLC**, an Ohio limited liability company, whose tax mailing address will be 755 W. Central Avenue, Delaware, Ohio 43015, the following real property:

See attached Exhibit A hereto.

Prior Instrument Reference: Volume 536, Page 3288, Champaign County Official Records

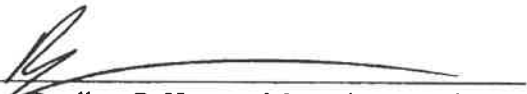
Out of Parcel Number: H29-26-00-41-00-001-01

SUBJECT TO ALL VALID AND ENFORCEABLE CONDITIONS, RESTRICTIONS, EASEMENTS, RIGHTS OF WAY AND HIGHWAYS OF RECORD.

This deed is given for the sole purpose of placing the above-referenced legal description of record.

IN WITNESS WHEREOF, the undersigned has set his hand the 16th day of May, 2022.

PROCTOR RUN DEVELOPMENT LLC

By: 
Bradley G. Herron, Managing Member

STATE OF OHIO

CHAMPAIGN COUNTY, §:

The foregoing instrument was acknowledged before me this 16th day of May, 2022, by
BRADLEY G. HERRON, Managing Member of Proctor Run Development LLC.



Jauneth Day
NOTARY PUBLIC

*** This instrument was prepared based solely on information provided by the grantor and/or grantee, and without the benefit of a title examination.

Prepared by Christopher J. Moell, Thompson Dunlap & Heydinger Ltd., 109 South Detroit Street, West Liberty, Ohio 43357.
Phone: 937-465-2002 FAX: 937-465-2023. S:\HerronBrad\Deeds\1.112ac.wpd/jjd



Legal Description
0.950 acres

The following described tract of land is situated in the State of Ohio, Champaign County, Rush Township, Village of Woodstock, VMS 7822, being part of the Proctor Run Development, LLC's 24.120 acre tract described in Official Record 536, Page 3228 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Main Street (State Route 559)(60 feet wide) and Bennett Street (60 feet wide);

Thence South 04°11'55" West 562.64 feet, following the centerline of said Main Street to a MAG nail set marking the northeast Karl and June C. Pullins' 1.210 acre tract (O.R. 74, page 82);

Thence South 04°01'42" West 261.58 feet, following the centerline of said Main Street and the east line of said 1.210 acre tract, to a MAG nail set at the southeast corner of said 1.210 acre tract, the northeast corner of said 24.120 acre tract;

Thence South 04°22'42" West 176.00 feet, following the east line of said 24.120 acre tract and the centerline of Main Street to a MAG nail set marking the *point of beginning*;

Thence South 04°22'42" West 140.00 feet, following the east line of said 24.120 acre tract and the centerline of Main Street to a MAG nail found at the southeast corner of said 24.120 acre tract and the northeast corner of Daniel J. Linehan's 1.15 acre tract (O.R. 571, Page 1103);

Thence North 85°39'11" West 276.81 feet, following the south line of said 24.120 acre tract and the north line of said 1.15 acre tract, passing at 30.00 feet a 5/8" iron pin found (Blackburn S-7873), to a 5/8" iron pin found (Blackburn S-7873);

Thence North 10° 48' 51" West 145.05, entering said 24.120 acre tract to an iron pin set;

Thence South 85° 39' 11" East 314.82 feet, passing at 284.82 feet an iron pin set to the *point of beginning*, containing 0.950 acres, more or less. (0.096 acres R/W). Subject to all valid easements and restrictions of record.

I, Timothy L. Guider, hereby certify that this description was prepared from an actual field survey made by me during the month of July 2021 and that monuments were set or found as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "GUIDER S 7752". Basis of Bearing: State Plane Coordinate System, Ohio North Zone, NAD83.

Timothy L. Guider

Timothy L. Guider R.S. #7752
Guider Winkle Partners, Inc.
19550 Delaware County Line Rd.
Marysville, Ohio 43040
(740)666-8902



Date: 07/21/21
Job# 21186-0.950


APPROVED BY JOHN H. HENNING, PH.D., P.E., P.S.

By Philip D. Henning
Date May 16, 2022
Tract (s) 0.950 ac

202200002547

PROCTOR RUN DEVELOPMENT

Transferred 5-17-22
Fee(ORC 319.202) EX
Conveyance _____
Exempt 0287x22
Deputy MB
Karen T. Bailey, Auditor
Champaign County, Ohio


202200002548 Pages: 3
Filed for Record in CHAMPAIGN County, Ohio
Glenda L. Bayman, Recorder
05/17/2022 09:14 AM Recording Fees: \$42.00
QUIT C DEED OR 585 / p2016 - p2018

QUIT CLAIM DEED

PROCTOR RUN DEVELOPMENT LLC, an Ohio limited liability company, for valuable consideration paid, grants to **PROCTOR RUN DEVELOPMENT LLC**, an Ohio limited liability company, whose tax mailing address will be 755 W. Central Avenue, Delaware, Ohio 43015, the following real property:

See attached Exhibit A hereto.

Prior Instrument Reference: Volume 536, Page 3288, Champaign County Official Records


Out of Parcel Number: H29-26-00-41-00-001-01

SUBJECT TO ALL VALID AND ENFORCEABLE CONDITIONS, RESTRICTIONS, EASEMENTS, RIGHTS OF WAY AND HIGHWAYS OF RECORD.

This deed is given for the sole purpose of placing the above-referenced legal description of record.

IN WITNESS WHEREOF, the undersigned has set his hand the 16th day of May, 2022.

PROCTOR RUN DEVELOPMENT LLC

By: 
Bradley G. Herron, Managing Member

STATE OF OHIO

CHAMPAIGN COUNTY, §:

The foregoing instrument was acknowledged before me this 16th day of May, 2022, by
BRADLEY G. HERRON, Managing Member of Proctor Run Development LLC.



Jauneth Day
NOTARY PUBLIC

*** This instrument was prepared based solely on information provided by the grantor and/or grantee, and without the benefit of a title examination.

Prepared by Christopher J. Moell, Thompson Dunlap & Heydinger Ltd., 109 South Detroit Street, West Liberty, Ohio 43357.
Phone: 937-465-2002 FAX: 937-465-2023. S:\HerronBrad\Deeds\Deed(0.950ac).wpd/jjd



Legal Description
1.112 acres

The following described tract of land is situated in the State of Ohio, Champaign County, Rush Township, Village of Woodstock, VMS 7822, being part of the Proctor Run Development, LLC's 24.120 acre tract described in Official Record 536, Page 3228 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Main Street (State Route 559)(60 feet wide) and Bennett Street (60 feet wide);

Thence South 04°11'55" West 562.64 feet, following the centerline of Main Street to a MAG nail set marking the northeast corner of Karl and June C. Pullins' 1.21 acre tract (O.R. 74, page 82);

Thence South 04°01'42" West 261.58 feet, following the centerline of Main Street and the east line of said 1.21 acre tract, to a MAG nail set at the southeast corner of said 1.21 acre tract, the northeast corner of said 24.120 acre tract and marking the *point of beginning*;

Thence South 04°22'42" West 176.00 feet, following the east line of said 24.120 acre tract and the centerline of Main Street to a MAG nail set;

Thence North 85°39'11" West 314.82 feet, entering said 24.120 acre tract, passing at 30.00 feet an iron pin, to an iron pin set;

Thence North 10°48'51" West 118.64 feet, to a 5/8" iron pin found (Blackburn S-7873), in the north line of said 24.120 acre tract and at the southwest corner of Ron E. Barker's 1.00 acre tract (O.R. 346, page 966);

Thence North 84°16'04" East 351.37 feet, following the north line of said 24.120 acre tract, the south line of said Barker's 1.00 acre tract and said 1.21 acre tract, passing at 320.90 feet a 5/8" iron pin found (Blackburn S-7873) to the point of beginning, containing **1.112 acres**, more or less, with 0.119 acres contained within the right of way. Subject to all valid easements and restrictions of record.

Subject to a 15' Utility Easement running parallel to and 15 feet south of the north property line. Easement is for the purpose of construction and maintaining utilities such as sanitary, storm, water, electric, gas, communications, etc. but not limited to the listed utilities.

I, Timothy L. Guider, hereby certify that this description was prepared from an actual field survey made by me during the month of January 2022 and that monuments were set or found as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "GUIDER S 7752". Basis of Bearing: State Plane Coordinate System, Ohio North Zone, NAD83.

Timothy L. Guider R.S. #7752
Guider Winkle Partners, Inc.
19550 Delaware County Line Rd.
Marysville, Ohio 43040
(740)666-8902



Date: 01/26/22
Job# 22031-1.112

~~APPROVED BY~~
By Philip D. Hering
Date May 16, 2022
Tract (s) 1.112 ac

202200002548

PROCTOR RUN DEVELOPMENT