

A. SETTLEMENT STATEMENT (HUD-1)

TYPE B. OF LOAN FHA FHMA CONV. UNINS. 1. CONV. INS. ۷Α 4, 5. 6. FILE NUMBER: 7. LOAN NUMBER 14-13790 8. MORTGAGE INS. CASE NO.:

AC NYC.	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items	
marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.	

D. NAME & ADDRESS OF BORROWER:

THE VILLAGE OF ASHVILLE, OHIO 200 East Station Street, Ashville, OH 43103

E. NAME & ADDRESS

Exhibit "A" Attached Hereto

OF SELLER:

Cash Transaction

F. NAME & ADDRESS OF LENDER:

G. PROPERTY LOCATION: 11.268 Acres, Ashville, OH 43103

H. SETTLEMENT AGENT: Esquire Title Services, Inc.

PLACE OF SETTLEMENT: The Citizens Bank Of Ashville, Ohio 26 E. Main Street, Ashville, OH, 43103 (614) 855-9600

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction				
100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:				
101. Contract sales price	167,280.00	401. Contract sales price	167,280.00			
102. Personal property		402. Personal property				
103. Settlement charges to borrower: (line 1400)	1,830.00	403.				
104.		404.				
105.		405.				
		A Lind of Facility Paid Bu Sallow In Adva				
Adjustments For Items Paid By Seller In Advance	1	Adjustments For Items Paid By Seller In Adva 406. City/town taxes to	nce:			
106. City/town taxes to		407. County taxes to				
108. Assessments to		408. Assessments to	terminal and which in the stronger of the stronger terminal for the st			
109.		409.	THE RESERVE OF THE PARTY OF THE			
110.		410.	the state of the s			
111.		411.				
112.		412.				
113.		413.				
L14.		414.				
115.		415.				
116.		416.				
120. Gross Amount Due From Borrower:	169,110.00	420. Gross Amount Due To Seller:	167,280.00			
200. Amounts Paid By Or In Behalf Of Borrower:		500. Reductions In Amount Due To Seller:				
201. Deposit or earnest money		501. Excess deposit (see instructions)				
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	576.90			
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to				
204. Payment Made Outside Of Closing	167,280.00					
205.		505. Payoff 2nd Mtg. Ln.				
206.		506. Payment Made Outside Of Closing	167,280.00			
207.		507.				
208.		508.				
209.		509.				
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:				
210. City/town taxes to		510. City/town taxes to	47.20			
211. County taxes 01/01/14 to 03/14/14	47.30		47.30			
212. Assessments to		512. Assessments to	e annual contract of the second of the secon			
213.		513.				
214.		514.	and the second s			
215.		515.				
216.		516. 517.				
217.		518.				
218.		519.				
219.		312.				
220. Total Paid By/For		520. Total Reductions	167,904.20			
Borrower:	167,327.30	In Amount Due Seller:	107,904.20			
300. Cash At Settlement From/To Borrower:		600. Cash At Settlement From/To Seller:	1/2 200 00			
301. Gross amount due from borrower (line 120)	169,110.00		167,280.00			
302. Less amount paid by/for borrower (line 220)	167,327.30		167,904.20			
303, Cash (X FROM) TO) Borrower:	1,782.70	603. Cash (TO) (X FROM) Seller:	624.20 SR 4.3538-000-1			
		,	CD 4 2620 AAA 1			

Previous Edition Is Obsolete Form No. 1581

3/86

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SB-4-3538-000-1 HUD-1 (3-86) RESPA, HB 4305.2

<u>X</u>

700. Total Sales/Broker's Commission: Based On Price \$ 167.280.00 @ %= Division of Commission (line 700) As Follows:	Paid From Borrower's Funds	Paid From Seller's Funds
701. \$ to	At Settlement	At Settlement
702. \$ to 703. Commission paid at settlement		
704.		
800. Items Pavable In Connection With Loan:		
801, Loan Origination fee % 802, Loan Discount %		
802. Loan Discount % 803. Appraisal fee to:		
804. Credit report to:		
305. Lender's inspection fee		
806. Mortgage insurance application fee to		
308.		
309.		
810. 811.		
312.		
313.		
814. 815.		
816.		
817.		
318.		
819. 820.		
321.		
200. Items Required By Lender To Be Paid In Advance:		
901. Interest from to @\$ /day (0 d	ays)	
903. Hazard insurance premium for yrs, to		
904. Flood insurance premium for yrs. to		
905. 906.		
1000. Reserves Deposited With Lender:		
1001. Hazard insurance 0 months @ \$ 0.00 per month		
1002. Mortgage insurance 0 months @ \$ 0.00 per month		
1003. City property taxes 0 months @ \$ 0.00 per month 1004. County property taxes 0 months @ \$ 0.00 per month		
1005. Annual assessments 0 months @ \$ 0.00 per month		
1006, Flood insurance 0 months @\$ 0.00 per month		
1007. 0 months @ \$ 0.00 per month		
1008. Aggregate Adjustment		The second secon
1100. Title Charges		
1101. Settlement or closing fee to Esquire Title Services, Inc.	150.00	50
1102. Abstract or title search to 1103. Title examination to Esquire Title Services, Inc.	450.00	
1104. Title insurance binder to Esquire Title Services, Inc.	50.00	
1105. Document preparation to Esquire Title Services, Inc.		
1106. Notary fees to		
1107 Attorney's fees to		
•		
1107. Attorney's fees to (includes above item Numbers: 1108. Title insurance to Esquire Title Services, Inc.)	
•) 943.50	
(includes above item Numbers: 1108. Title insurance to Esquire Title Services, Inc.) 943.50	
(includes above item Numbers: 1108. Title insurance to Esquire Title Services, Inc. (includes above item Numbers: 1109. Lender's coverage \$ 0.00 Premium: \$0.00 1110. Owner's coverage \$ 167,280.00 Premium: \$943.50		
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(includes above item Numbers: 108. Title insurance to Esquire Title Services, Inc. (includes above item Numbers: 1109. Lender's coverage \$ 0.00 Premium: \$0.00 1110. Owner's coverage \$ 167,280.00 Premium: \$943.50 1111. Survey Endorsement to Esquire Title Services, Inc. 1112. CPC Premium to First American Title Insurance Co.	100.00	
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(includes above item Numbers: 108. Title insurance to Esquire Title Services, Inc. (includes above item Numbers: 109. Lender's coverage \$ 0.00 Premium: \$0.00 1110. Owner's coverage \$ 167,280.00 Premium: \$943.50 1111. Survey Endorsement to Esquire Title Services, Inc. 1112. CPC Premium to First American Title Insurance Co. 1113. Fax/Courier/Handling Fee to Esquire Title Services, Inc. 1114. Recording Service Fee to Esquire Title Services, Inc.	100.00 50.00 50.00	
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(includes above item Numbers: 108. Title insurance to Esquire Title Services, Inc.	50.00 50.00 36.00	50 57 SB-4-3538-00

ATTACHMENT TO HUD 1 Settlement Date: 3/14/2014

Escrow No.: Title No.:

14-13790 14-13790

Page: 1

EXHIBIT A:

Name & Address Of Seller: LEO J. HALL, TRUSTEE UNDER ITEM TWO OF THE LAST WILL AND TESTAMENT OF DEBORAH M. BARR P.O. Box 5, Ashville, OH 43103

ACKNOWLEDGEMENT OF RECEIPT OF SETTLEMENT STATEMENT

Date: March Case Number: 14-13790

Buyer/Borrower:

THE VILLAGE OF ASHVILLE, OHIO

Seller:

LEO J. HALL, TRUSTEE UNDER ITEM TWO OF THE LAST WILL AND

TESTAMENT OF DEBORAH M. BARR

Lender:

Cash Transaction

Property Location:

11.268 Acres

Ashville, OH 43103

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THE TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

THE VILLAGE OF ASHVILLE, OHIO, an Ohio

municipal corporation

Name: Franklin Christman

Its: Village Administrator

LEO J. HALL, TRUSTEE

UNDER ITEM TWO OF THE LAST WILL AND

TESTAMENT OF DEBORAH M. BARR

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Esquire Title Services, Inc.

Settlement Agent

Debbie Sekerak

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY OTHER SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTIONS 1001 & 1010.

CUSTOMER CONSENT FORM

BUYER:

THE VILLAGE OF ASHVILLE, OHIO

SELLER:

LEO J. HALL, TRUSTEE UNDER ITEM TWO OF THE LAST WILL AND

TESTAMENT OF DEBORAH M. BARR

PROPERTY: 11.268 Acres, Ashville, OH 43103

DATE:

March <u>///</u>, 2014

On July 1, 2001, a new law went into effect, the Gramm-Leach-Bliley Act, which includes provisions protecting the privacy of consumers relating to the dissemination of nonpublic personal information. The privacy issues apply to a broad range of consumers including sellers, buyers, and also to borrowers in equity loan or refinance transactions.

By signing below, you authorize ESQUIRE TITLE SERVICES, INC., to supply non-public information it has pertaining to you to any and all parties who may be involved with your real estate closing. This may include attorneys, real estate agents, insurance agents, lenders, your purchaser or seller, or anyone else who we may supply information to in the ordinary course of business, which would assist us, or others, in providing services to you.

This is intended to serve as a general consent and you have the right to limit how we supply information to others by instructing us in writing on this form or by separate letter. Unless you provide us such notice, you will waive your rights under the Gramm-Leach-Bliley Act restricting ESQUIRE TITLE SERVICES, INC. from releasing non-public information. Furthermore, by signing below you agree to hold ESQUIRE TITLE SERVICES, INC., harmless for any loss or damage resulting from ESQUIRE TITLE SERVICES, INC., previously disseminating any information which we deem customary or necessary to prepare for your closing.

SELLER:

LEO J. HALL, TRUSTEE UNDER ITEM TWO OF THE LAST WILL AND TESTAMENT OF DEBORAH M. BARR

BUYER:

THE VILLAGE OF ASHVILLE, OHIO,

an Ohio municipal corporation

Name: Franklin Christman

Its: Village Administrator

AGREEMENT AS TO TAXES AND ASSESSMENTS

The undersigned, LEO J. HALL, TRUSTEE UNDER ITEM TWO OF THE LAST WILL AND TESTAMENT OF DEBORAH M. BARR, Seller, have this day sold property located at 11.268 Acres, Ashville, OH 43103, to THE VILLAGE OF ASHVILLE, OHIO, Buyer.

By mutual agreement of Seller and Buyer, ESQUIRE TITLE SERVICES, INC., as title agency in connection with the closing of the transaction, has collected and/or prorated taxes and assessments.

We understand that this is done on the basis of information now appearing on the tax duplicate in the Pickaway County Treasurer's Office, and that there may be assessments levied which do not now appear of record, or an increase in Tax Valuation or amount of taxes, which has not yet been reflected on the Treasurer's Tax Duplicate.

We have accepted that amount collected, withheld, or prorated in full satisfaction of any obligation on the part of ESQUIRE TITLE SERVICES, INC., and agree that if there is any change or addition in taxes or assessments, we will handle the matter between ourselves and not look to ESQUIRE TITLE SERVICES, INC. therefor.

IN WITNESS WHEREOF, we have hereunto set our hands on the date set forth next to our respective signatures.

Dated: March <u>14</u>, 2014

BUYER:

Bv:

SELLER:

THE VILLAGE OF ASHVILLE OHIO

Name: Franklin Christman

Its: Village Administrator

LEO J. HALL, TRUSTEE UNDER ITEM TWO OF THE LAST WILL AND TESTAMENT OF DEBORAH M. BARR

NOTICE OF AVAILABILITY AND OFFER OF CLOSING PROTECTION COVERAGE

\boxtimes	Seller:	LEO J. HALL, TRUSTEE UNDER ITEM TWO OF THE	LAST	WILL	AND	TESTA	MENT O	F
DEBO	DRAH N	Л. BARR						
$\overline{\boxtimes}$	Buyer:	THE VILLAGE OF ASHVILLE, OHIO						
	Borrov	ver:						
	Lender	: Cash Transaction	year and the second sec					
	RE:	Licensed Agent: ESQUIRE TITLE SERVICES, INC. Premises: 11.268 Acres, Ashville, OH 43103						
		Commitment/File No. 14-13790						

Notice of Availability of Closing Protection Coverage

Pursuant to Ohio Revised Code Section 3953.32, you are hereby notified of the availability of Closing Protection Coverage from First American Title Insurance Company in connection with the above-referenced transaction for the premium stated in the Offer of Closing Protection Coverage outlined below.

Closing or settlement of a real estate and/or mortgage loan transaction can be characterized as having two components. One component pertains to the title to the Premises and the title insurance policy therefore. The other component pertains to the handling of funds and documents. A title insurance policy **does not** cover losses due to the mishandling of funds or documents. However, Closing Protection Coverage, as outlined below, **does** provide such protection.

<u>Description of Coverage</u>: The Closing Protection Coverage indemnifies you against the loss of settlement funds resulting from any of the following acts of the Licensed Agent or anyone acting on behalf of the Licensed Agent, subject to certain conditions and exclusions specified in the Closing Protection Coverage Form:

- (1) Theft, misappropriation, fraud, or any other failure to properly disburse settlement, closing or escrow funds; and
- (2) Failure to comply with any applicable written closing instructions, when agreed to by the Licensed Agent.

You are covered by a Closing Protection Coverage Form only if it is specifically addressed to you. A copy of the Closing Protection Coverage Form is available upon request.

CP-24.1 04/01/07

Page 1 of 2

Offer of Closing Protection Coverage

Pursuant to Ohio Revised Code Section 3953.32, you are hereby offered Closing Protection Coverage from First American Title Insurance Company in connection with the above-referenced transaction.

<u>Premium Cost:</u> The premium cost for the Closing Protection Coverage is \$40.00 for Lender; \$55.00 for Seller; \$20.00 for Buyer/Borrower; and \$20.00 for any other applicant for title insurance, and in no case shall the premium cost be less than \$40.00 for this coverage in any transaction.

Acceptance of Offer/Declination of Offer

I/We, the undersigned, acknowledge receipt of this Notice of Availability of Closing Protection Coverage and Offer of Closing Protection Coverage and

Do accept the said Offer
Do not accept the said Offer

If this offer is accepted, the undersigned hereby agrees to pay the applicable premium.

THE VILLAGE OF ASHVILLE, OHIO, an Ohio municipal corporation

By: Z LM CM

Name: Franklin Christman Its: Village Administrator

Dated: 3/14/2014

A lender's closing instructions requiring Closing Protection Coverage is deemed to be its acknowledgement of receipt of the Notice of Availability of Closing Protection Coverage and its acceptance of the Offer of Closing Protection Coverage.

FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue code provides that a purchaser of a United States real property interest must withhold tax if the seller is a foreign person. To inform the purchaser that withholding of tax is not required upon the disposition of a United States real property interest by the seller herein, the undersigned hereby certifies the following:

- 1. LEO J. HALL, TRUSTEE UNDER ITEM TWO OF THE LAST WILL AND TESTAMENT OF DEBORAH M. BARR is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- 2. LEO J. HALL, TRUSTEE UNDER ITEM TWO OF THE LAST WILL AND TESTAMENT OF DEBORAH M. BARR's United States employer identification number is

Removed

3. LEO J. HALL, TRUSTEE UNDER ITEM TWO OF THE LAST WILL AND TESTAMENT OF DEBORAH M. BARR's office address is P.O. Box 5 , Ashville, OH 43103, and place of organization is the State of Ohio.

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by purchaser and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perfury I declare that I have examined this certification and to the best of my knowledge and belief it/is true, correct and complete, and I further declare that I have authority to sign this document on behalf of seller.

> LEO J. HALL, TRUSTEE UNDER ITEM TWO OF THE LAST WILL AND TESTAMENT OF DEBORAH M. BARR

STATE OF OHIO, COUNTY OF Pickaway, ss:

BE IT REMEMBERED, That on March 11, 2014 before me, the subscriber, a Notary Public in and for said County and State, personally appeared LEO J. HALL, TRUSTEE UNDER ITEM TWO OF THE LAST WILL AND TESTAMENT OF DEBORAH M. BARR, who acknowledged that he did execute the foregoing instrument and that such execution is his free and voluntary act and deed for the uses and purposes therein described.

IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my official seal on the

day and year last aforesaid.

Deborah A. Sekerak Notary Public, State of Onlary Public

My Commission Expires November 28, 2017

STATE OF OHIO, COUNTY OF FRANKLIN, ss:

The undersigned Seller, whether one or more, being first duly sworn jointly and severally if more than one, deposes and makes the following statements for the purpose of inducing THE VILLAGE OF ASHVILLE, OHIO, Buyer, whether one or more than one, to purchase the following described property (the "Premises"), and, if applicable, to induce any mortgagee to pay proceeds to Seller and any title insurance company to issue policies of insurance: 11.268 Acres. Ashville, OH 43103.

- 1. All taxes, assessments or other charges now a lien against the Premises are shown on the Treasurer's Duplicate, and no improvements (site or area) have been installed by public authority, the costs of which may be assessed against the Premises. Seller has not been notified within the period of two years immediately preceding the date hereof of contemplated improvements (site or area) to the Premises by public authority, the costs of which are to be assessed against the Premises in the future, nor has Seller received any notice of condemnation or other exercise of the power of eminent domain. Seller represents that all bills for water and sewer charges issued prior to the date hereof for water and sewer services to the Premises have been fully paid.
- 2. No unpaid-for work or labor has been performed on Premises and no unpaid-for materials have been furnished or fabricated in furtherance of any improvement to or on the premises within seventy-five (75) days (or, in the case of a one or two family home or a residential condominium unit, sixty (60) days) immediately preceding the date hereof which might form the basis of a mechanic's lien against the Premises. Seller acknowledges payment in full of the purchase price.
- 3. Seller has no knowledge of any encumbrances on title to the Premises other than those set forth in the evidence of title provided to Buyer, nor does Seller have any knowledge of off-record or undisclosed legal or equitable interests in the Premises owned or claimed by any other person or entity, except the rights of tenants, if any, which have been fully disclosed to Buyer and to any title insurance company issuing title insurance in reliance thereon.
- 4. To Seller's best knowledge and belief the improvements on the Premises are located within the boundary lines of the Premises and all utility service lines serving the Premises are located either within the boundary lines of the Premises or within lands dedicated to public use or within recorded easements for the same.
- 5. With respect to the improvements located on the Premises, Seller has no knowledge of hidden structural defects or uncomplied with orders or notices of civil authority concerning health, building or fire code violations, and to the extent that Seller has made any structural or non-structural alterations or modifications to the improvements located on the Premises, Seller has to Seller's knowledge obtained all necessary permits and variances for the same.

Seller is not now under any legal disability which would impede or void any of Seller's contractual obligations nor is Seller a debtor in any proceeding under the bankfuptcy laws of the United States. If Seller is a partnership or corporation, its officials consummating this transaction are properly authorized to do so, and the partnership or corporation and the undersigned shall be bound by this Affidavit.

LEO J. HALL, TRUSTEE

UNDER ITEM TWO OF THE LAST WILL

day of March, 2014.

AND TESTAMENT OF DEBORAH M. BARR

he and subscribed in my presence this

Deborah A. Sekerak

Notary Public, State of Ohlo My Commission Expires Notary Public

November 26, 2017

WARNING: In fransactions involving property in excess of \$300,000.00 or property that is not to be used as a principal residence by Buyer, a separate affidavit should be executed in accordance with Internal Revenue Code Section 1445 and the Regulations promulgated thereunder (FIRPTA).

FIDUCIARY DEED

KNOW ALL MEN BY THESE PRESENTS that Leo J. Hall, Trustee Under Item Two of the Last Will and Testament of Deborah M. Barr, Deceased, by the power conferred by the Probate Court of Pickaway County, Ohio, Case Number 20091018 and Case Number 20093002, and every other power, grants, with fiduciary covenants, to the Village of Ashville, an Ohio political subdivision, whose tax mailing address is 200 East Station Street, Ashville, Ohio 43103, the following real property:

Situated in the State of Ohio, County of Pickaway, in the Township of Harrison, and being further described on Exhibit A attached hereto and incorporated herein; reserving, however, to the grantor and grantor's successors and assigns, a permanent, non-exclusive easement for ingress and egress to grantor's adjoining land, using the fifty foot wide strip described on Exhibit B attached hereto and incorporated herein.

Prior instrument reference: OR Volume 628, Page 2278

Parcel No. D-12-0-001-00-147-00 (Part)

Address of property: 0 State Route 752, Ashville, Ohio 43103

Executed this 13 day of March, 2014.

Leo J. Hall, Trustee

Under Item Two of the Last Will

and Testament of Deborah M. Barr, Deceased

STATE OF OHIO County of Pickaway, ss:

The foregoing instrument was executed and acknowledged before me on the <u>13</u> day of March 2014, by Leo J. Hall, Trustee Under Item Two of the Last Will and Testament of Deborah M. Barr, Deceased.

In Testimony Whereof, I have hereunto set my hand and official seal on the day

Llie Salita

ALICE J. SALIBA NOTARY PUBLIC STATE OF OHIO Comm. Expires

byuly 24, 2018 by by tephen S. Gussler, PO Box 5 Ashville, OH 43103

SURVEY PLAT and LEGAL DESCRIPTION MATHEMATICALLY APPROVED PICKAWAY COUNTY ENGINEER BY DEB ______DATE 3-4-14

EXHIBIT A

Legal Description Harrison Township, Pickaway County, Ohio Section 12, Township 2, Range 22 11.268 Ac. For: Village of Ashville

Situated in the Township of Harrison, County of Pickaway, the State of Ohio being part of Section 12, Township 2, Range 22 more particularly bounded and described as follows:

Being part of a 32.15 acre tract as described in Official Record 628, Page 2278 in the Pickaway County Recorder's Office;

Beginning at a 1" pipe found in the West line of the Norfolk and Western Railroad being the Village of Ashville Corporation line and at the Southeast corner of said 32.15 acre tract and the Northeast corner of a 10.241 acre tract (reference Official Record 683, Page 2152);

Thence with the North line of said 10.241 acre tract and the Village of Ashville Corporation line N89°36'40"W 1372.91 feet (passing a ¾" pipe found at 198.86 feet) to a ½" pipe found in the East line of the CSXT Railroad;

Thence with said East line N07°39'41"W 324.55 feet to an iron pin set;

Thence leaving said East line and going with six (6) new lines through said 32.15 acre tract the following calls;

Thence S89°36'40"E 1278.33 to an iron pin set;

Thence with a curve to the left 513.57 feet having a radius of 2715.00 feet and a chord of which bears N24°01'16"W 512.80 feet distant to an iron pin set;

Thence N28°00'09"W 188.43 feet to an iron pin set;

Thence S89°12'13"W 94.89 feet to an iron pin set;

Thence N00°47'47"W 155.12 feet to an iron pin set;

Thence N32°15'06"W 52.61 feet (passing an iron pin set at 23.42 feet) to a pk nail set in the centerline of State Route 752;

Thence with said center line N89°12'13"E 58.61 feet to a pk nail set in the West line of the Norfolk and Western Railroad:

Thence with said West line the following four (4) lines as follows;

S32°15'06"E 245.16 feet (passing an iron pin set at 29.19 feet) to an iron pin set;

Thence with a curve to the right 149.64 feet having a radius of 2775.00 feet and a chord of which bears S30°42'25"E 149.62 feet distant to an iron pin set;

Thence S60°33'36"W 10.00 feet to an iron pin set;

Thence with a curve to the right 873.39 feet having a radius of 2765.00 feet and a chord of which bears \$20°23'27" B 869.76 feet distant to the **POINT OF BEGINNING**;

Containing 11.268 acres, more or less.

Subject to all existing valid rights-of-way and easements of record.

All iron pins shown as set are 5/8" diameter by 30" long rebar with yellow plastic cap stamped "M.E. CLARK ASSOC."

The bearing reference for this survey is the North line of a 10.241 acre tract as described in Official Record 683, Page 2152 being N89°36'40"W.

I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions as they existed on the date of the survey and that the accuracy of same is consistent with accepted surveying standards.

Michael E. Clark

Professional Surveyor # 6808

Date

File No. S13-1178updated

SURVEY PLAT and LEGAL DESCRIPTION MATHEMATICALLY APPROVED PICKAWAY COUNTY ENGINEER

BY DEB DATE 3-4-14

EXHIBIT B

Legal Description Harrison Township, Pickaway County, Ohio Section 12, Township 2, Range 22 1.273 Ac.

Igress/Egress Easement For: Leo Hall; Trustee

Situated in the Township of Harrison, County of Pickaway, the State of Ohio being part of Section 12, Township 2, Range 22 more particularly bounded and described as follows:

Being part of a 32.15 acre tract as described in Official Record 628, Page 2278 in the Pickaway County Recorder's Office;

Beginning at a pk nail set in the centerline of State Route 752 at it's point of intersection with the West line of Norfolk and Western Railroad;

Thence with said West line the following four (4) calls as follows;

S32°15'06"E 245.16 feet to an iron pin set;

Thence with a curve to the right 149.64 feet having a radius of 2775.00 feet and a chord of which bears S30°42'25"E 149.62 feet distant to an iron pin set;

Thence S60°33'36"W 10.00 feet to an iron pin set;

Thence with a curve to the right 540.21 feet having a radius of 2765.00 feet and a chord of which bears S23°50'34"E 539.35 feet distant to an iron pin set;

Thence with six (6) new lines through said 32.15 acre tract the following calls;

N89°36'40"W 52.82 feet to an iron pin set;

Thence with a curve to the left 513.57 feet having a radius of 2715.00 feet and a chord of which bears N24°01'16"W 512.80 feet to an iron pin set;

Thence N28°00'09"W 188.43 feet to an iron pin set;

Thence S89°12'13"W 94.89 feet to an iron pin set;

Thence N00°47'47"W 155.12 feet to an iron pin set;

Thence N32°15'06"W 52.61 feet to a pk nail set in the centerline of State Route 752;

Thence with said centerline N89°12'13"E 58.61 feet to the POINT OF BEGINNING;

Containing 1.273 acres, more or less.

Subject to all existing valid rights-of-way and easements of record.

All iron pins shown as set are 5/8" diameter by 30" long rebar with yellow plastic cap stamped "M.E. CLARK ASSOC."

The bearing reference for this survey is the North line of a 10.241 acre tract as described in Official Record 683, Page 2152 being N89°36'40"W.

I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions as they existed on the date of the survey and that the accuracy of same is consistent with accepted surveying standards.

RE OF OX

Michael E. Clark

Professional Surveyor # 6808

Date

File No. S13-1178ease

