

EXHIBIT A

Description of a 3.182 acre tract
for Joseph V. and Donna J. Parisi

April 13, 2016

Situated in the Township of Liberty, County of Delaware, State of Ohio, being part of Farm Lot 14, Quarter-Township 4, Township 4, Range 19 in the United States Military Lands, being part of an original 9.009 acre tract conveyed to Joseph V. and Donna J. Parisi in Official Records Volume 1403, Page 414, and being more particularly described as follows:

DESCRIPTION FOR CLOSING ONLY
☐ RPC Approval Required
☐ Municipal Approval Required
☒ Delaware County Engineer

COMMENCING at the southeast corner of Farm Lot 14, being in the center of the Olentangy River, also being the south line of said Township 4;

thence along the said center of the Olentangy River, also being the east line of Farm Lot 14
North 05° 55' 23" West 1075.00 feet;

thence continuing along the said center of the Olentangy River, also being the east line of Farm Lot 14, also being the west line of a 3.147 acre tract conveyed to Thomas G. Lamb in Official Records Volume 1294, Page 492 **North 29° 25' 23" West 187.43 feet** to the **TRUE POINT OF BEGINNING** of the following described tract;

thence **South 76° 45' 29" West 654.60 feet** to an iron bar set (passing an iron bar set at 290.00 feet);

thence **North 06° 39' 41" West 261.94 feet** to an iron bar set, being on a south line of a 6.497 acre tract conveyed to Joseph V. and Donna J. Parisi in Official Records Volume 1403, Page 414;

thence along the said south line of the 6.497 acre tract **North 83° 20' 19" East 571.86 feet** to a point in the aforesaid center of the Olentangy River, also being the east line of Farm Lot 14, also being the aforesaid west line of the 3.147 acre tract (passing an iron bar set at 301.86 feet);

thence along the said center of the Olentangy River, also being the east line of Farm Lot 14, also being the said west line of the 3.147 acre tract **South 29° 25' 23" East 202.71 feet** to the **TRUE POINT OF BEGINNING;**

containing 3.182 acres, more or less;

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

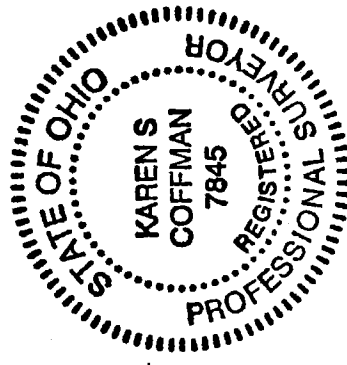
Surveyed by Karen S. Coffman, Surveyor, Registration No. 7845 on April 13, 2016.
Basis of bearings is the center of the Olentangy River (S 29° 25' 23" E), per Official Records Volume 1403, Page 414. All iron bars set are 5/8" in diameter and are set with a plastic cap marked "SLSS PS 7845".

Approved
Delaware County
Regional Planning Commission
No Plat Required

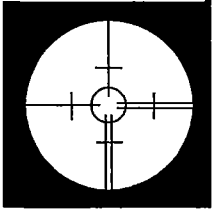
Record By March 19, 2017

RPC # 16-71-S

Signed Karen S. Coffman



Karen S. Coffman, Surveyor
Registration No. 7845



Scioto Land Surveying Service, Inc.

173 North Sandusky Street Delaware, Ohio 43015 740.369.7577 karen@sciotoLANDSURVEYING.com

Approved
Delaware County
Regional Planning Commission
No Plat Required
Record By March 19, 2017
RPC # 16-71-S
Signed [Signature]

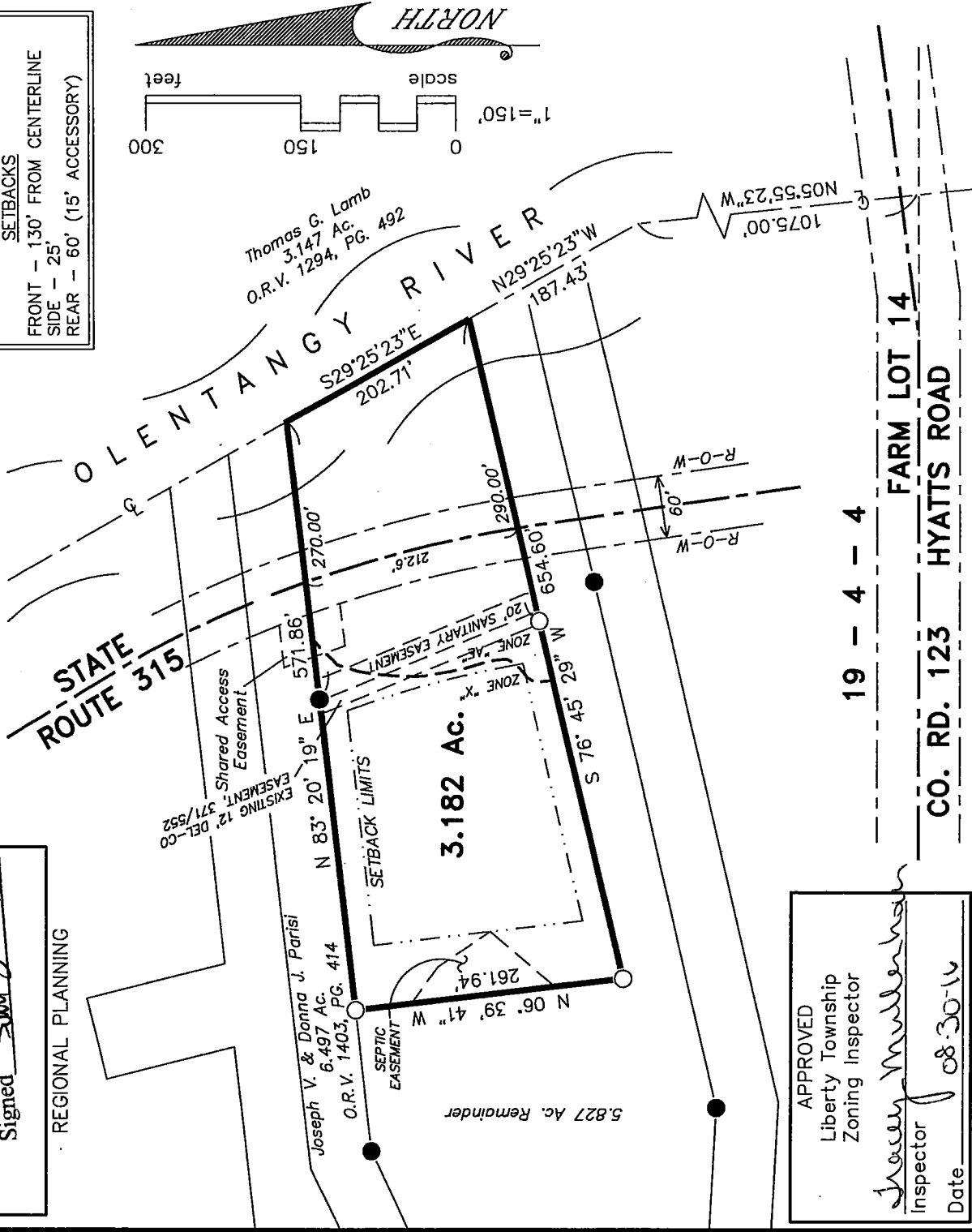
PLAT OF SURVEY FOR

JOSEPH V. & DONNA J. PARISI
PART OF FARM LOT 14, QUARTER-TOWNSHIP 4,
TOWNSHIP 4, RANGE 19, U.S.M.L.
LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO

ORIGINAL 9.009 AC.
OFFICIAL RECORDS VOLUME 1403, PAGE 414

REGIONAL PLANNING

SETBACKS
FRONT - 130' FROM CENTERLINE
SIDE - 25'
REAR - 60' (15' ACCESSORY)



APPROVED
Liberty Township
Zoning Inspector
[Signature]
Inspector
Date 08-30-16

All lots delineated on this plat are located as shown per Community Panel No. 390146 0233K, dated April 16, 2009.

Prior to preparation of building plans and/or detailed site plans, each lot owner must coordinate with the Delaware General Health District to determine that the approved on-site septic system location is consistent with or compatible with the owner's desired site plan.

Notice is hereby given to any buyer of the lots delineated upon this plat, that on file with the Delaware County Regional Planning Commission and Delaware General Health District are SITE IMPROVEMENT PLANS for the development of said lots showing finish grade elevations, septic system locations and building envelopes.

BE ADVISED: A sub-surface drainage system may exist on this site. The system and/or outlet if located on this property must be maintained at all times.

The owners, their successors, heirs or assigns of the herein delineated lots agree that when the central sewage system becomes available, said lot shall be connected to said central sewer. Acceptance of title to a delineated lot for the subdivision shall constitute waiver of further notice of hearing on this requirement. This covenant shall be included in conveyance of title for said lot(s). All fees and cost associated with the connection to central sewer are the responsibility of the homeowner at the time of the installation and connection.

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

[Signature]
KAREN S. COFFMAN, SURVEYOR
Registration No. 7845

APRIL 13, 2016
DATE OF SURVEY

LEGEND

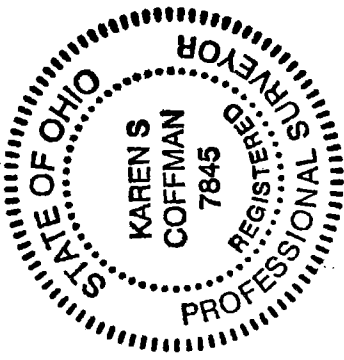
- 5/8" Iron Bar Found (SLSS)
- 5/8" Iron Bar Set with a plastic cap marked "SLSS PS 7845"

RECORDS USED

Deeds as shown.

BASIS OF BEARINGS

Center of the Olentangy River
per O.R.V. 1403, PG. 414
(S 29° 25' 23" E)



SANITARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Joseph V. Parisi and Donna J. Parisi, husband and wife, of Delaware County, Ohio, the Grantors, for valuable consideration received from the Board of County Commissioners of Delaware County, Ohio, the Grantee, whose address is 101 North Sandusky Street, Delaware, Ohio, the receipt whereof is hereby acknowledged, do hereby grant and convey to said Grantee, it successors and assigns, forever, a perpetual exclusive sanitary easement, but with the exclusiveness being subject to the terms and conditions set forth herein, solely for the construction, operation and maintenance of public and/or private sanitary sewers, sanitary sewer service connections, sanitary force mains, sanitary manholes, sanitary valves, and other sanitary appurtenances over, through, under, within, upon, and across the area described on the attached Exhibit A, together with ingress and egress over reasonable routes between said easement area and the public road known as State Route 315 when exercising the purposes of this easement. (Even though referred to as a sanitary easement, this easement is not for refuse/trash collection and storage.)

No other utility shall be located within the sanitary easement except for crossings as described herein; right angle or near right angle utility crossings ("near right angle" is defined as an angle between eighty (80) degrees and one-hundred (100) degrees) over, across, or under the sanitary line and over, across, under, or through this sanitary easement are not restricted, except that all utility crossings under the sanitary sewer shall be subject to the review and approval of the Delaware County Sanitary Engineer; any utility crossing within the sanitary easement resulting in an angle less than 80 degrees shall only be permitted if approved in writing by the Delaware County Sanitary Engineer; no buildings, sheds, decks, pools, or other such structures, or the footers or foundations of any structures or features shall be constructed above or below ground within the limits of the sanitary easement unless said structure is approved in writing by the Delaware County Sanitary Engineer; any landscaping features, such as, but not limited to, trees, fences, signs, retaining walls, etc., within the sanitary easement area shall be reviewed for approval by the Delaware County Sanitary Engineer prior to installation; any landscaping features placed within this sanitary easement may be removed at any time by the Delaware County Sanitary Engineer or his/her representatives, with the cost of restoration being the responsibility of the Grantors, or, upon conveyance by the Grantors, by the Grantors'

successors and assigns; the addition or removal of any dirt, soil, fill, or other changes to the ground elevation above the sanitary sewer or force main within the sanitary easement shall be subject to approval of the Delaware County Sanitary Engineer; the Delaware County Sanitary Engineer reserves the right to require that all earthwork within the sanitary easement be graded to such a level that will, in his or her opinion, not jeopardize the structural integrity of or limit the County's reasonable access to the sanitary sewer or force main.

Notwithstanding anything stated herein to the contrary, Grantors, along with their successors and assigns, reserve, but subject to the limitations that are in line with the preceding paragraph, the right to construct and install driveways over, upon, and across the aforesaid easement areas and the right to make other uses of the aforesaid easement areas which do not interfere with the Grantee's use of the aforesaid easement areas. Any work performed by Grantors or Grantee, and their successors and assigns, in the aforesaid easement areas shall be in a good workmanlike manner, and after such work the party performing the work shall reasonably restore the area that the work was conducted upon.

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

And the said Grantors hereby covenant with said Grantee, its successors and assigns, that they are the true and lawful owners of said premises in fee simple as recorded in Official Record Book 1403, Pages 414 - 418, Delaware County Recorder's Office, with good right and full power to grant and convey the same in the manner aforesaid, and will warrant and defend the same against all claims of persons whomsoever and that the same are free and clear from all liens and encumbrances whatsoever, except current real estate taxes; mortgages, restrictions, easements, conditions, limitations, and reservations of record; any coal, oil, gas, and other mineral rights and interests previously transferred or reserved of record; legal highways; and zoning restrictions. This easement is granted in perpetuity.

The Grantors have executed this instrument on this ____ day of _____, 2016.

Joseph V. Parisi

Donna J. Parisi

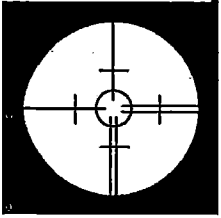
STATE OF OHIO
COUNTY OF _____, SS:

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, a notary public in and for said State, personally came Joseph V. Parisi and Donna J. Parisi, Grantors in the foregoing Instrument, and acknowledged the signing thereof to be their voluntary act and deed.

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

Notary Public

This instrument prepared by: G. Scott Miller, Attorney at Law, Delaware, Ohio.



SCIOTO LAND SURVEYING SERVICE, INC.

173 North Sandusky Street Delaware, Ohio 43015 740.369.7577 karen@sciotolandsurveying.com

EXHIBIT A

Description of a 20' easement for
Sanitary purposes

April 13, 2016

Situated in the Township of Liberty, County of Delaware, State of Ohio, being part of Farm Lot 14, Quarter-Township 4, Township 4, Range 19 in the United States Military Lands, being part of an original 9.009 acre tract conveyed to Joseph V. and Donna J. Parisi in Official Records Volume 1403, Page 414, and being more particularly described as follows:

COMMENCING at the intersection of the centerline of State Route 315 and the north line of the subject 9.009 acre tract, also being on a south line of a 6.497 acre tract conveyed to Joseph V. and Donna J. Parisi in Official Records Volume 1403, Page 414;

thence along the said south line of the 6.497 acre tract **South 83° 20' 19" West 94.7 feet** to the **TRUE POINT OF BEGINNING** of the following described easement;

thence **South 22° 18' 40" East 226.26 feet**;

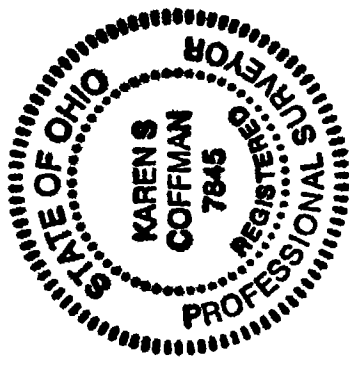
thence **South 76° 45' 29" West 20.25 feet** to a point on the east line of an existing 12' Del-Co easement recorded in Deed Book 371, Page 552;

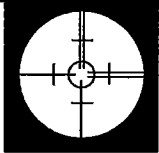
thence along the said east line of the 12' easement **North 22° 18' 40" West 228.67 feet** to a point on the aforesaid south line of the 6.497 acre tract;

thence along the said south line of the 6.497 acre tract **North 83° 20' 19" East 20.77 feet** to the **TRUE POINT OF BEGINNING**;

Surveyed by Karen S. Coffman, Surveyor, Registration No. 7845 on April 13, 2016.
Basis of bearings is the center of the Olentangy River (S 29° 25' 23" E), per Official Records Volume 1403, Page 414.

Karen S. Coffman, Surveyor
Registration No: 7845





SCIO TO LAND SURVEYING SERVICE, INC.

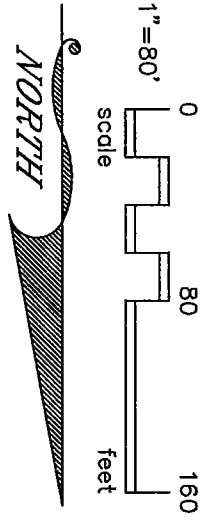
173 North Sandusky Street
Delaware, Ohio 43015
740.369.7577
karen@sciotolandsurveying.com

PLAT OF EASEMENT FOR JOSEPH V. & DONNA J. PARISI

PART OF FARM LOT 14, QUARTER-TOWNSHIP 4,
TOWNSHIP 4, RANGE 19, U.S.M.L.
LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO

ORIGINAL 9.009 Ac.
O.R.V. 1403, PG. 414

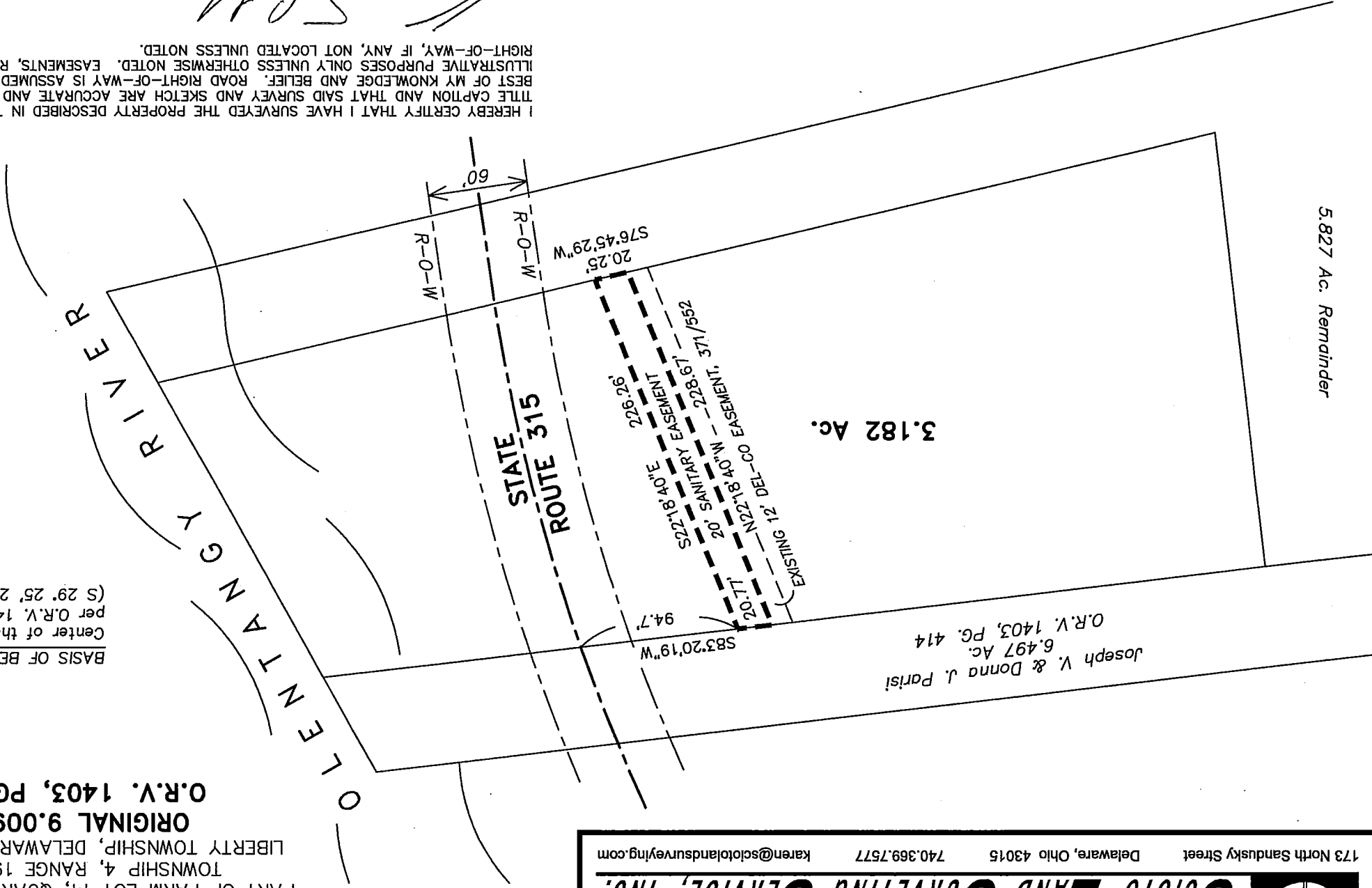
BASIS OF BEARINGS
Center of the Olentangy River
per O.R.V. 1403, PG. 414
(S 29° 25' 23" E)



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

KAREN S. COFFMAN, SURVEYOR
Registration No. 7845

APRIL 13, 2016
DATE OF SURVEY



DECLARATION OF SHARED ACCESS POINT,
ACCESS EASEMENT AND MAINTENANCE AGREEMENT

This declaration of shared access point, access easement and maintenance agreement is made and entered into by Joseph V. Parisi and Donna J. Parisi, husband and wife, being the owner of the following described real estate:

Situating in the State of Ohio, in the County of Delaware, and in the Township of Liberty, and being 3.182 acres which is described on the attached Exhibit A (the "3.182 Acres Tract"), and being 6.497 acres, more or less, which is described on the attached Exhibit B (the "6.497 Acres Tract"). The above described real estate shall also hereinafter be referred to collectively as "Tracts" and separately as "Tract".

For the purpose of the Tracts' access to and from the public road known as State Route 315 by the means of a shared access point to serve the Tracts, Joseph V. Parisi and Donna J. Parisi, (the "Declarant") hereby establish and grant (a) a shared access point easement within the area described on the attached Exhibit C and further depicted on the attached Exhibit D (the "Easement Area") for a driveway that shall be shared by both Tracts for providing vehicular and pedestrian access to and from the public road known as State Route 315, (the Shared Driveway"); and (b) a vehicular and pedestrian ingress/egress easement within the Easement Area for the benefit of the Tracts for the construction, installation, replacement, reconstruction, maintenance, repair, inspection, and use of a separate driveway that will split off from the Shared Driveway within the Easement Area for the purpose of serving as a driveway for the 3.182 Acres Tract (the "3.182 Acres Driveway") and for the construction, installation, replacement, reconstruction, maintenance, repair, inspection, and use of a separate driveway that will split off from the Shared Driveway within the Easement Area for the purpose of serving as a driveway for the 6.497 Acres (the "6.497 Acres Driveway"), and (c) an easement within the Easement Area for the construction, installation, replacement, reconstruction, maintenance, repair, inspection, and use of utilities and their lines, valves, meters, transformers, markers, and appurtenances that may serve either or both Tracts.

The herein covenants, agreements, restrictions and reservations shall be perpetual and run with the Tracts and shall be binding upon and shall inure to the benefit of the Declarant and all subsequent grantees of the Tracts, and their respective successors and assigns.

1. Each Tract (regardless of the number of owners of said Tract) shall be entitled to one vote (hereinafter referred to as a "Tract Vote"). All decisions as to the extent of construction, installation, reconstruction, replacement, maintenance, repair, improvement, and upkeep, or the need for such construction, replacement, reconstruction, replacement, maintenance, repair, improvement, and upkeep of the Shared Driveway (the "Shared Driveway Maintenance") shall be governed by the unanimous consent of the Tract Votes.
2. The Shared Driveway Maintenance as used in this instrument shall be interpreted in its broadest sense. The term includes, but shall in no way be limited to, replacement of stone and gravel, installation, replacement and sealing of any hard surface, dust control, removal of obstructions and overhangs, snow removal, and ditch maintenance.
3. Relative to the total expense for the Shared Driveway Maintenance, each respective Tract shall be responsible for and is hereby charged with one half of the total expense.
4. The Shared Driveway shall, at all times, be free from obstruction of any kind and the proper passage of motor vehicles and pedestrians shall be allowed over the Shared Driveway at all times. All trees, overhanging branches, or other obstructions to the free passage of public safety vehicles shall be removed and shall be kept removed and maintained at all times.
5. No Tract Vote shall have the authority, on its own, to institute Shared Driveway Maintenance without having the unanimous approval of all of the Tract Votes. Also, unless otherwise agreed to in writing by the unanimous consent of the Tract Votes, no compensation shall be paid to any owner of said Tract who personally provides for Shared Driveway Maintenance. Any work so done by any owner without the unanimous consent of all Tract Votes shall be considered to be gratuitous in nature and such owner shall be responsible for payment in full of such Shared Driveway Maintenance, regardless of whether or not said work benefits the Shared Driveway. An agreement to provide compensation to an owner or owners of a Tract for the Shared Driveway Maintenance shall be in writing and shall be with the unanimous consent of all Tract Votes.
6. For all purposes, the record title owner(s) of the Tract shall be the owner(s) of the Tract Vote.
7. The owners of the Tract Votes shall be entitled to establish procedures for providing Shared Driveway Maintenance as the unanimous approval of said Votes may deem fit. Nothing in this Agreement shall prevent a Tract Vote from being exercised by proxy.
8. Notwithstanding any contrary provisions contained herein, the owner of each Tract shall be solely responsible for any damages to the Shared Driveway caused by such owner or such owner's contractors, subcontractors or agents which would not be considered ordinary wear and tear, such as damage caused by heavy equipment and trucks. During the construction of improvements on any Tracts, the Tract owner shall take appropriate steps to prevent delivery vehicles and construction vehicles from damaging the Shared Driveway.

9. Notwithstanding any contrary provisions contained herein, (a) the owner of the 3.182 Acres Tract shall be solely responsible for the construction, reconstruction, installation, replacement, inspection, maintenance, repair and upkeep of the 3.182 Acres Driveway and shall keep it in good repair; (b) the owner of the 6.497 Acres Tract shall be solely responsible for the construction, reconstruction, installation, replacement, inspection, maintenance, repair and upkeep of the 6.497 Acres Driveway and shall keep it in good repair; the Easement Area shall be subject to any sanitary and other utility easements and surface water drainage easements within the Easement Area; (c) the owner of the 3.182 Acres Tract shall be solely responsible for all mowing and weed control within that portion of the Easement Area that is located within the 3.182 Acres Tract; and (d) the owner of the 6.497 Acres Tract shall be responsible for all mowing and weed control within that portion of the Easement Area that is located within the 6.497 Acres Tract.
10. This Agreement may be modified provided that said modification is in writing, is approved by the unanimous consent of all Tract Votes, and is not in conflict with the regulations of the Delaware County Subdivision Regulations. Each modification shall be recorded in the Delaware County Recorder's Office, Delaware, Ohio.
11. Once constructed, the physical location and size of the Shared Driveway shall not be enlarged or moved without the unanimous consent of all of the Tract Votes.
12. All remedies, legal and equitable, shall be available to all of the owners of the Tract Votes to provide for the proper enforcement of this Agreement, including the collection of any unpaid costs that have been charged to a Tract.
13. The specific owner of a Tract, and his/her/its successors and assigns, shall have the right to make any use of that portion of the Easement Area that is located on such owner's Tract which does not unreasonably interfere with the easement rights and covenants established herein, including but not limited to the right to grant utility easements.
14. The interests created herein shall not merge just because the dominant estate and the servient estate are owned by the same owners; such merger of title shall only occur by so specifically stating that merger of title has occurred by the common owner
- Executed this ____ of _____, 2016.

Joseph V. Parisi

Donna J. Parisi

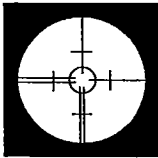
STATE OF OHIO
COUNTY OF _____, ss:

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above named Joseph V. Parisi and Donna J. Parisi who acknowledged that the signing of the foregoing instrument was their own free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this _____ day of _____, 2016.

Notary Public

This instrument prepared by: G. Scott Miller, Attorney at Law, Delaware, Ohio



Scioto Land Surveying Service, Inc.

173 North Sandusky Street

Delaware, Ohio 43015

740.369.7577

karen@sciotolandsurveying.com

PLAT OF EASEMENT FOR

JOSEPH V. & DONNA J. PARISI

PART OF FARM LOT 14, QUARTER-TOWNSHIP 4,
TOWNSHIP 4, RANGE 19, U.S.M.L.

LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO

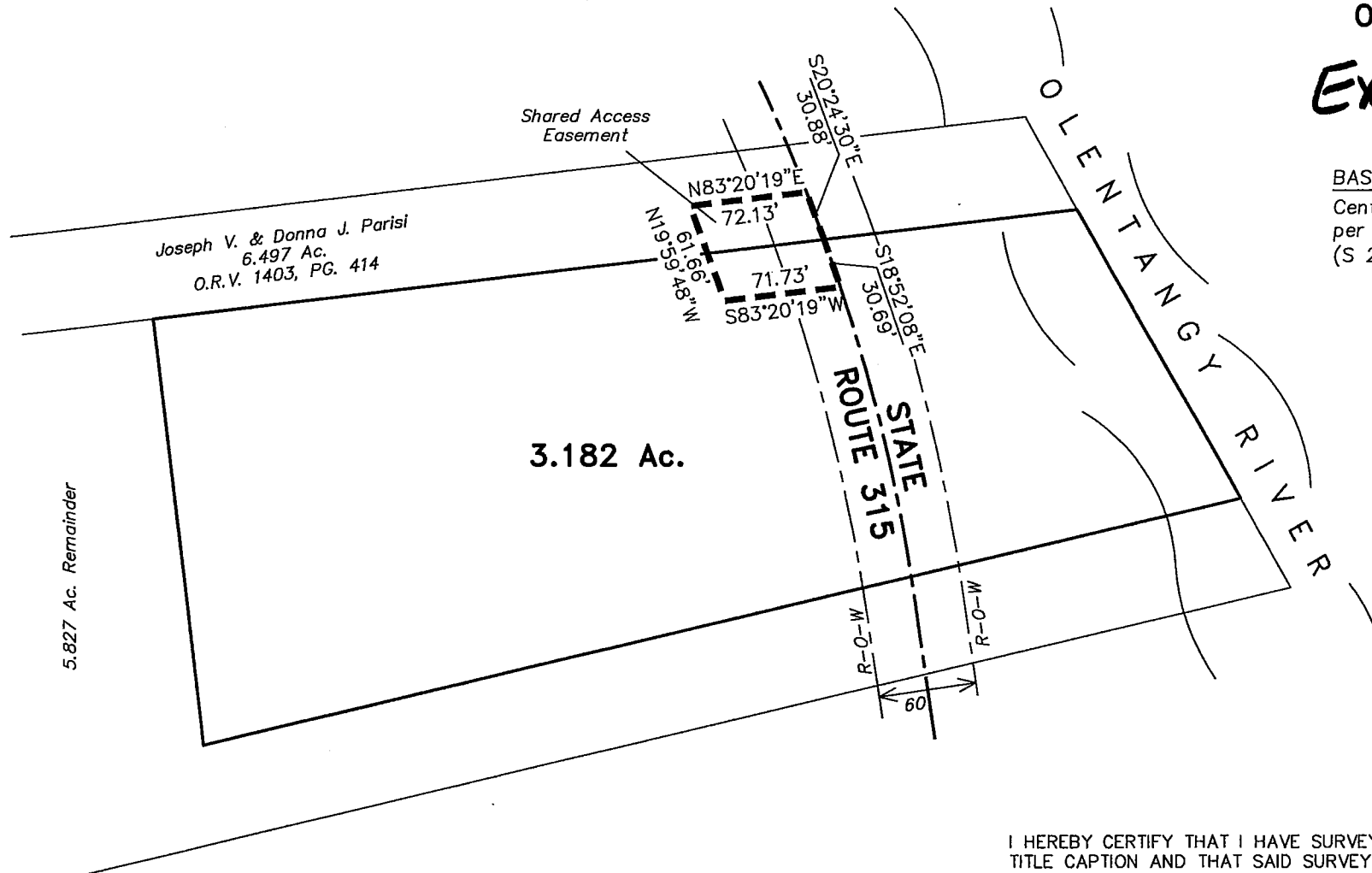
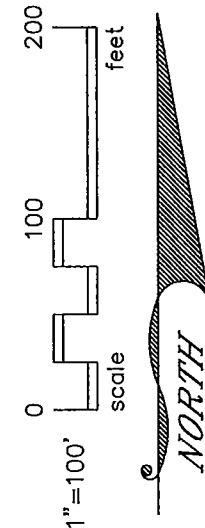
ORIGINAL 9.009 & 6.497 Ac.

O.R.V. 1403, PG. 414

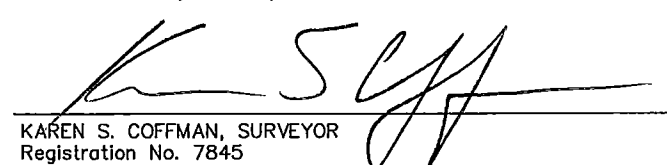
EXHIBIT D

BASIS OF BEARINGS

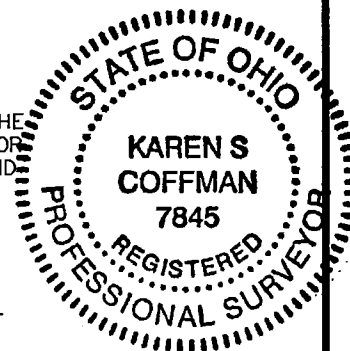
Center of the Olentangy River
per O.R.V. 1403, PG. 414
(S 29° 25' 23" E)



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


KAREN S. COFFMAN, SURVEYOR
Registration No. 7845

APRIL 13, 2016
DATE OF SURVEY



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT Joseph V. Parisi and Donna J. Parisi, husband and wife, of Delaware County, Ohio, for valuable consideration paid, grant, with general warranty covenants, to Joseph V. Parisi and Donna J. Parisi, husband and wife, for their joint lives, remainder to the survivor of them, the following REAL PROPERTY:

Situating in the State of Ohio, County of Delaware, and Township of Liberty, and being 3.182 acres, as more particularly described on the attached Exhibit "A".

Parent Parcel Identification Numbers: 419-430-01-115-000

Property Address: Olentangy River Road, Delaware, Ohio

This deed is executed and delivered by Grantor and accepted by Grantee subject to all legal highways, subject to all mortgages, subject to and with all restrictions, easements, conditions, limitations, and reservations of record, subject to all coal, oil, gas, and other mineral rights and interests previously transferred or reserved of record, and subject to all zoning restrictions which have been imposed thereon. Also, all taxes and assessments are excepted therefrom.

Prior Instrument Reference: OR Book 1005, Pages 2325 - 2326, and OR Book 1005, Pages 2327 - 2328, and OR Book 1403, Pages 414 - 418, Delaware County Recorder's Office

Grantors release all rights of dower therein.

Executed this ____ day of _____, 2016.

Joseph V. Parisi

Donna J. Parisi

STATE OF OHIO
COUNTY OF DELAWARE, SS:

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me a notary public in and for said State, personally came Joseph V. Parisi and Donna J. Parisi, the Grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

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

Notary Public

This instrument prepared by: G. Scott Miller, Attorney at Law, Delaware, Ohio

RPC 16-71-S