

ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office of:

Transfer Title Agency, Inc.
748 N. Court Street
Medina, OH 44256
(800) 635-5512



Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By



President

Attest



Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Steve Swain
 Issuing Office: Transfer Title Agency, Inc. 748 North Court St. Medina, OH 44256
 Issuing Office's ALTA Registry ID: 1017651
 Loan ID Number:
 Commitment Number: TTA4326
 Issuing Office File Number: TTA4326
 Property Address: 8212 White Road Burbank, OH 44214
 Revision Number: 1

SCHEDULE A

1. Commitment Date: **April 8, 2026**, at **7:00 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **Successful Bidder at Auction**
 Proposed Policy Amount: **\$TBD.00**

This is a preliminary Commitment for Title Insurance offered for the benefit of potential bidders at auction and is for informational purposes only. This Commitment is not binding until such time as a definitive Proposed Insured and Amount of Insurance are shown in Schedule A. The Company reserves the right to revise this document subsequent to any auction of the interest in the Land.

The Proposed Policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price of full value of the Land. A Loan Policy should reflect the loan amount of value of the Land being used as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

The estate or interest to be insured: **Fee Simple**

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**

4. The Title is, at the Commitment Date, vested in **John R. Slayton**
 and, as disclosed in the Public Records, has been since **April 15, 2020**

5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: *Claudia Skidmore*
 Authorized Signatory

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EXHIBIT A

The Land is described as follows:

Parcel One/Permanent Parcel No. 013-14D-25-040

Situated in the Township of Harrisville, County of Medina, State of Ohio, known as being part of Lots 139 and 140 of said Township, also being part of a parcel conveyed to Carol A. Slayton, aka Carol Ann Slayton on January 17, 1962 in Deed Volume 289, Page 570 and on December 31, 1996 in O.R. Volume 1265, Page 911, both of the Medina County Recorder's Records, being further bounded and described as follows:

COMMENCING at a 3/4" iron pin found at the northwest corner of said Lot 140, said point being on the centerline of T.H. 92 White Road (60 feet wide), which is the TRUE PLACE OF BEGINNING for the following described parcel; thence, South 89° 56' 48" East, along the north line of said Lot 140 and the centerline of said White Road, a distance of 387.29 feet to a point;

thence, South 00° 48' 12" East, passing over a 5/8" iron pin set (capped "Lewis Land Professionals") at 30.1 feet, a distance of 110.00 feet to a 5/8" iron pin set (capped "Lewis Land Professionals");

thence, North 89° 56' 48" West, a distance of 10.00 feet to a 5/8" iron pin set (capped "Lewis Land Professionals");

thence, South 00° 48' 12" East, a distance of 956.91 feet to a 5/8" iron pin found (capped "Woolpert") at the northeast corner of a parcel conveyed to Ohio Station Nassim LLC and Ohio Station Realty LLC on December 15, 2017 in Document No. 2017OR028533 of the Medina County Recorder's Records, also being the northwest corner of a parcel conveyed to the Medina County Park District on October 15, 2018 in Document No. 2018OR022493 of the Medina County Recorder's Records;

thence, South 89° 11' 28" West, along the north line of said Ohio Station Nassim LLC parcel and a north line of Sublot 1-A of the Buckeye Factory Shops Subdivision No. 2 as recorded in Plat Book 28, Page 232 of the Medina County Recorder's Records, passing over a 5/8" iron pin found (capped "Woolpert") at 153.19 feet, a distance of 550.09 feet to a point, witness a 5/8" iron pin found (capped "Woolpert") North 70° 47' 44" East, 0.23 feet; thence, North 00° 46' 56" West, along an east line of said Sublot 1-A, a distance of 367.74 feet to a 5/8" iron pin found;

thence, North 29° 36' 56" West, along an east line of said Sublot 1-A, a distance of 1.96 feet to a 5/8" iron pin found (capped "Woolpert");

thence, North 67° 29' 58" East, along an east line of said Sublot 1-A, a distance of 114.04 feet to a 5/8" iron pin found (capped "Woolpert");

thence, North 00° 46' 56" West, along an east line of said Sublot 1-A, a distance of 23.83 feet to a 5/8" iron pin found (capped "Woolpert") at a point of non-tangent curvature;

thence, along the arc of a curve to the left, said curve having a radius of 165.00 feet, a delta angle of 41° 16' 37", a chord bearing of North 19° 51' 23" East, and a chord distance of 116.32 feet, a distance of 118.87 feet to a 5/8" iron pin found at a point of tangency;

thence, North 00° 46' 56" West, along an east line of said Sublot 1-A, passing over a 5/8" iron pin set (capped "Lewis Land Professionals") at 498.70 feet, a distance of 528.71 feet to the north line of said Lot 139 and the centerline of said White Road;

thence, South 89° 56' 48" East, along the north line of said Lot 139 and the centerline of said White Road, a distance of 29.46 feet to the PLACE OF BEGINNING, containing 11.3375 acres of land (0.2870 acres in right of way, 1.8234 acres of land in Lot 139 and 9.5141 acres of land in Lot 140), more or less, as surveyed by Joseph A. Burgoon, Registered Surveyor No. 8325 in September 2018, for and on behalf of Lewis Land Professionals, Inc. The BASIS OF BEARING for this description is Grid North of the NAD83 (2011), Ohio State Plane, North Zone as established by GPS observations.

EXCEPTING THEREFROM THE FOLLOWING:

Situated in the Township of Harrisville, County of Medina, State of Ohio, known as being part of Lot 140 of said Township, also being part of a parcel conveyed to John R. Slayton on July 12, 2019 in Document No.

2019OR013456 of the Medina County Recorder's Records, being further bounded and described as follows:

COMMENCING at a 3/4" iron pin found at the northwest corner of said Lot 140, said point being on the centerline of T.H. 92 White Road (60 feet wide); thence, South 89° 56' 48" East, along the north line of said Lot 140 and the centerline of said White Road, a distance of 30.54 feet to the TRUE PLACE OF BEGINNING for the following described parcel;

thence, South 89° 56' 48" East, continuing along the north line of said Lot 140 and the centerline of said White Road, a distance of 181.75 feet to a point;

thence, South 00° 46' 56" East, passing over a 5/8" iron pin set (capped "Lewis Land Professionals") at 30.1 feet and at 603.75 feet, a distance of 717.74 feet to a 5/8" iron pin set (capped "Lewis Land Professionals");

thence, South 89° 11' 28" West, a distance of 181.73 feet to a 5/8" iron pin set (capped "Lewis Land Professionals");

thence, North 00° 46' 56" West, passing over a 5/8" iron pin set (capped "Lewis Land Professionals") at 690.46

feet, a distance of 720.47 feet to the PLACE OF BEGINNING, containing 3.0000 acres of land (0.1252 acres in right of way), more or less, as surveyed by Joseph A. Burgoon, Registered Surveyor No. 8325 in December 2019, for and on behalf of Lewis Land Professionals, Inc.

The BASIS OF BEARING for this description is Grid North of the NAD83 (2011), Ohio State Plane, North Zone as established by GPS observations.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

Situated in the Township of Harrisville, County of Medina, State of Ohio, known as being part of Lots 139 and 140 of said Township, also being part of a parcel conveyed to John R. Slayton on July 12, 2019 in Document No. 2019OR013456 of the Medina County Recorder's Records, being further bounded and described as follows: COMMENCING at a 3/4" iron pin found at the northwest corner of said Lot 140, said point being on the centerline of T.H. 92 White Road (60 feet wide), which is the TRUE PLACE OF BEGINNING for the following described parcel; thence, South 89° 56' 48" East, along the north line of said Lot 140 and the centerline of said White Road, a distance of 30.54 feet to a point; thence, South 00° 46' 56" East, passing over a 5/8" iron pin set (capped "Lewis Land Professionals") at 30.1 feet, a distance of 720.47 feet to a 5/8" iron pin set (capped "Lewis Land Professionals"); thence, North 89° 11' 28" East, a distance of 181.73 feet to a 5/8" iron pin set (capped "Lewis Land Professionals"); thence, North 00° 46' 56" West, a distance of 113.99 feet to a 5/8" iron pin set (capped "Lewis Land Professionals"); thence, South 89° 56' 48" East, a distance of 162.22 feet to a 5/8" iron pin set (capped "Lewis Land Professionals") on the west line of a parcel conveyed to David M. Slayton on July 12, 2019 in Document No. 2019OR013457 of the Medina County Recorder's Records; thence, South 00° 48' 12" East, along the west line of said David M. Slayton lands, a distance of 463.15 feet to a 5/8" iron pin found (capped "Woolpert") at the northeast corner of a parcel conveyed to Ohio Station Nassim LLC and Ohio Station Realty LLC on December 15, 2017 in Document No. 2017OR028533 of the Medina County Recorder's Records, also being the northwest corner of a parcel conveyed to the Medina County Park District on October 15, 2018 in Document No. 2018OR022493 of the Medina County Recorder's Records; thence, South 89° 11' 28" West, along the north line of said Ohio Station Nassim LLC parcel and a north line of Sublot 1-A of the Buckeye Factory Shops Subdivision No. 2 as recorded in Plat Book 28, Page 232 of the Medina County Recorder's Records, passing over a 5/8" iron pin found (capped "Woolpert") at 153.19 feet, a distance of 550.09 feet to a point, witness a 5/8" iron pin found (capped "Woolpert") North 70° 47' 44" East, 0.23 feet; thence, North 00° 46' 56" West, along an east line of said Sublot 1-A, a distance of 367.74 feet to a 5/8" iron pin found; thence, North 29° 36' 56" West, along an east line of said Sublot 1-A, a distance of 1.96 feet to a 5/8" iron pin found (capped "Woolpert"); thence, North 67° 29' 58" East, along an east line of said Sublot 1-A, a distance of 114.04 feet to a 5/8" iron pin found (capped "Woolpert"); thence, North 00° 46' 56" West, along an east line of said Sublot 1-A, a distance of 23.83 feet to a 5/8" iron pin found (capped "Woolpert") at a point of non-tangent curvature; thence, along the arc of a curve to the left, said curve having a radius of 165.00 feet, a delta angle of 41° 16' 37", a chord bearing of North 19° 51' 23" East, and a chord distance of 116.32 feet, a distance of 118.87 feet to a 5/8" iron pin found at a point of tangency; thence, North 00° 46' 56" West, along an east line of said Sublot 1-A, passing over a 5/8" iron pin set (capped "Lewis Land Professionals") at 498.70 feet, a distance of 528.71 feet to the north line of said Lot 139 and the centerline of said White Road; thence, South 89° 56' 48" East, along the north line of said Lot 139 and the centerline of said White Road, a distance of 29.46 feet to the PLACE OF BEGINNING, containing 6.0580 acres of land (0.0414 acres in right of way, 1.6253 acres of land in Lot 139 and 4.4327 acres of land in Lot 140), more or less, as surveyed by Joseph A. Burgoon, Registered Surveyor No. 8325 in December 2019, for and on behalf of Lewis Land Professionals, Inc. The BASIS OF BEARING for this description is Grid North of the NAD83 (2011), Ohio State Plane, North Zone as established by GPS observations.

With 2.2795 acres remaining after said exceptions.

Permanent Parcel No. 013-14D-25-040

Parcel Two/Permanent Parcel No. 013-14D-25-039

Situated in the Township of Harrisville, County of Medina, State of Ohio, known as being part of Lot 140 of said Township, also being part of a parcel conveyed to John R. Slayton on July 12, 2019 in Document No. 2019OR013456 of the Medina County Recorder's Records, being further bounded and described as follows: COMMENCING at a 3/4" iron pin found at the northwest corner of said Lot 140, said point being on the centerline of T.H. 92 White Road (60 feet wide); thence, South 89° 56' 48" East, along the north line of said Lot 140 and the

centerline of said White Road, a distance of 30.54 feet to the TRUE PLACE OF BEGINNING for the following described parcel;
thence, South 89° 56' 48" East, continuing along the north line of said Lot 140 and the centerline of said White Road, a distance of 181.75 feet to a point;
thence, South 00° 46' 56" East, passing over a 5/8" iron pin set (capped "Lewis Land Professionals") at 30.1 feet and at 603.75 feet, a distance of 717.74 feet to a 5/8" iron pin set (capped "Lewis Land Professionals");
thence, South 89° 11' 28" West, a distance of 181.73 feet to a 5/8" iron pin set (capped "Lewis Land Professionals");
thence, North 00° 46' 56" West, passing over a 5/8" iron pin set (capped "Lewis Land Professionals") at 690.46 feet, a distance of 720.47 feet to the PLACE OF BEGINNING, containing 3.0000 acres of land (0.1252 acres in right of way), more or less, as surveyed by Joseph A. Burgoon, Registered Surveyor No. 8325 in December 2019, for and on behalf of Lewis Land Professionals, Inc.
The BASIS OF BEARING for this description is Grid North of the NAD83 (2011), Ohio State Plane, North Zone as established by GPS observations.

Permanent Parcel No. 013-14D-25-039

Parcel Three/Permanent Parcel No. 013-14D-25-041

Situated in the Township of Harrisville, County of Medina, State of Ohio, known as being part of Lots 139 and 140 of said Township, also being part of a parcel conveyed to John R. Slayton on July 12, 2019 in Document No. 2019OR013456 of the Medina County Recorder's Records, being further bounded and described as follows:
COMMENCING at a 3/4" iron pin found at the northwest corner of said Lot 140, said point being on the centerline of T.H. 92 White Road (60 feet wide), which is the TRUE PLACE OF BEGINNING for the following described parcel;
thence, South 89° 56' 48" East, along the north line of said Lot 140 and the centerline of said White Road, a distance of 30.54 feet to a point;
thence, South 00° 46' 56" East, passing over a 5/8" iron pin set (capped "Lewis Land Professionals") at 30.1 feet, a distance of 720.47 feet to a 5/8" iron pin set (capped "Lewis Land Professionals");
thence, North 89° 11' 28" East, a distance of 181.73 feet to a 5/8" iron pin set (capped "Lewis Land Professionals");
thence, North 00° 46' 56" West, a distance of 113.99 feet to a 5/8" iron pin set (capped "Lewis Land Professionals");
thence, South 89° 56' 48" East, a distance of 162.22 feet to a 5/8" iron pin set (capped "Lewis Land Professionals") on the west line of a parcel conveyed to David M. Slayton on July 12, 2019 in Document No. 2019OR013457 of the Medina County Recorder's Records;
thence, South 00° 48' 12" East, along the west line of said David M. Slayton lands, a distance of 463.15 feet to a 5/8" iron pin found (capped "Woolpert") at the northeast corner of a parcel conveyed to Ohio Station Nassim LLC and Ohio Station Realty LLC on December 15, 2017 in Document No. 2017OR028533 of the Medina County Recorder's Records, also being the northwest corner of a parcel conveyed to the Medina County Park District on October 15, 2018 in Document No. 2018OR022493 of the Medina County Recorder's Records;
thence, South 89° 11' 28" West, along the north line of said Ohio Station Nassim LLC parcel and a north line of Sublot 1-A of the Buckeye Factory Shops Subdivision No. 2 as recorded in Plat Book 28, Page 232 of the Medina County Recorder's Records, passing over a 5/8" iron pin found (capped "Woolpert") at 153.19 feet, a distance of 550.09 feet to a point, witness a 5/8" iron pin found (capped "Woolpert") North 70° 47' 44" East, 0.23 feet;
thence, North 00° 46' 56" West, along an east line of said Sublot 1-A, a distance of 367.74 feet to a 5/8" iron pin found;
thence, North 29° 36' 56" West, along an east line of said Sublot 1-A, a distance of 1.96 feet to a 5/8" iron pin found (capped "Woolpert");
thence, North 67° 29' 58" East, along an east line of said Sublot 1-A, a distance of 114.04 feet to a 5/8" iron pin found (capped "Woolpert");
thence, North 00° 46' 56" West, along an east line of said Sublot 1-A, a distance of 23.83 feet to a 5/8" iron pin found (capped "Woolpert") at a point of non-tangent curvature;
thence, along the arc of a curve to the left, said curve having a radius of 165.00 feet, a delta angle of 41° 16' 37" a chord bearing of North 19° 51' 23" East, and a chord distance of 116.32 feet, a distance of 118.87 feet to a 5/8" iron pin found at a point of tangency;
thence, North 00° 46' 56" West, along an east line of said Sublot 1-A, passing over a 5/8" iron pin set (capped "Lewis Land Professionals") at 498.70 feet, a distance of 528.71 feet to the north line of said Lot 139 and the centerline of said White Road;
thence, South 89° 56' 48" East, along the north line of said Lot 139 and the centerline of said White Road, a distance of 29.46 feet to the PLACE OF BEGINNING, containing 6.0580 acres of land (0.0414 acres in right of way, 1.6253 acres of land in Lot 139 and 4.4327 acres of land in Lot 140), more or less, as surveyed by Joseph A. Burgoon, Registered Surveyor No. 8325 in December 2019, for and on behalf of Lewis Land Professionals, Inc.
The BASIS OF BEARING for this description is Grid North of the NAD83 (2011), Ohio State Plane, North Zone as established by GPS observations.

Permanent Parcel No.013-14D-25-041

Address commonly known as: 8212 White Road, Burbank, OH 44214

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. A properly executed deed from **John R. Slayton, marital status**, to **Successful Bidder at Auction**.
5. A properly executed release, termination or satisfaction of the following:
 - a. **Mortgages and/or Liens in Schedule B, Section II, if any.**
6. Evidence of the following:
 - a. **None.**

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interest, or claims which are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.

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6. The lien of real estate taxes or assessments imposed on the title by a government authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Oil, gas, coal and other mineral interests together with rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. Quantity of acreage/square footage as set forth in Schedule A, if any.
10. No liability is assumed for tax increases occasioned by retroactive revaluation arising out of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities.
11. Any changes in title occurring subsequent to the effective date of this commitment and prior to the date of issuance of the title policy.
12. **Guardianship of Incompetent Adult found in Probate Case No. 2022-06-GI-00043, entitled In Re: The Guardianship of of John Richard Slayton, filed for record June 29, 2022 in the Medina County Probate Court records.**

NOTE: For further information, see record. We have made no examination of this instrument.

13. **Guardian's Complaint to Sell Real Estate found in Probate Case No. 2025-05-CA-0011, entitled Timothy Slayton vs. Timothy Slayton, John Richard Slayton, Barbara Potts, David Slayton, John A. Burke filed for record May 22, 2025 in the Medina County Probate Court records.**

NOTE: For further information, see record. We have made no examination of this instrument.

14. **Oil and gas lease from William H. Zimmerman and his wife R.W. Zimmerman, to David L. Whitmyer, dated June 21, 1897 and filed for record June 23, 1897 at 11:00 a.m. in Volume 3, Page 71 of Medina County Records.**

NOTE: For further information, see record. We have made no examination of this instrument.

15. **Pipe line right of way from Aaron Lance and Anna Lance, husband and wife, to The Ohio Fuel Supply Company, dated August 18, 1914 and filed for record September 21, 1914 at 8:00 a.m. in Volume 18, Page 517 of Medina County Records.**

NOTE: For further information, see record. We have made no examination of this instrument.

16. **Pipe line right of way from Aaron Lance and Anna Lance, no marital status stated, to The Ohio Fuel Supply Company, dated December 20, 1916 and filed for record June 28, 1917 at 9:00 a.m. in Volume 1, Page 160 of Medina County Records.**

NOTE: For further information, see record. We have made no examination of this instrument.

17. **Oil and gas lease from Clayton Lance and Hazel Lance, his wife, to Charles M. Ditch and Ernest B. Gerig , dated March 7, 1951 and filed for record April 4, 1951 at 1:36 p.m. in Volume 62, Page 149 of Medina County Records.**

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NOTE: For further information, see record. We have made no examination of this instrument.

18. Oil and gas lease from John L. Slayton and Carol A. Slayton, husband and wife, to Sun Oil Co., dated July 24, 1963 and filed for record August 15, 1963 at 9:00 a.m. in Volume 84, Page 185 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

19. Easement agreement for emergency access, storm, water and sanitary sewer lines and related underground facilities, for various other utility lines, and certain other easements, by and between Carol Slayton, individually and as the Executrix of the Estate of John Slayton, and Buckeye Factor Shops Limited Partnership, a Delaware limited partnership, dated April 10, 1996 and filed for record April 11, 1996 at 9:37 a.m. in Volume OR 1158, Page 773 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

20. Access easement by and between Buckeye Factory Shops Limited Partnership, a Delaware limited partnership, and Carol Slayton, dated April 10, 1996 and filed for record April 11, 1996 at 9:38 a.m. in Volume OR 1158, Page 830 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

21. Easement for lines of communications and electric facilities from Carol A. Slayton, individually and as executor of John L. Slayton, to GTE North Incorporated, a Wisconsin Corporation, dated May 14, 1996 and filed for record May 20, 1996 at 12:20 p.m. in Volume OR 1176, Page 634 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

22. Easement for sanitary sewer, waterline and appurtenances, from John L. Slayton and Carol A. Slayton, to the Board of County Commissioners of Medina County, Ohio, dated February 28, 1996 and filed for record July 3, 1996 at 2:09 p.m. in Volume OR 1196, Page 168 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

23. Real Estate Taxes for the year 2025, on the year 2026 tax duplicate, stand in the name(s) of John R. Slayton.

First half taxes for Parcel One/Permanent Parcel No. 013-14D-25-039 are paid in the amount of \$382.22; second half taxes are a lien, not yet due and payable in the amount of \$382.22.

First half taxes for Parcel Two/Permanent Parcel No. 013-14D-25-040 are paid in the amount of \$1,071.36; second half taxes are a lien, not yet due and payable in the amount of \$1,071.36.

First half taxes for Parcel Three/Permanent Parcel No. 013-14D-25-041 are paid in the amount of \$576.70; second half taxes are a lien, not yet due and payable in the amount of \$576.70.

Please note, if this parcel is subject to a reduced tax valuation for property devoted exclusively to agricultural use, then Sections 5713.30 through 5713.99 of the Ohio Revised Code provide for a recoupment of tax savings for the three (3) years immediately preceding a conversion, or change, in exclusive agricultural use. For further information, contact the Medina County Auditor.

Additions or abatements which may hereafter be made by legally constituted authorities as provided for in

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Chapter 5713 and 5715 of the Ohio Revised Code.

Taxes and assessments, if any, for the year 2026 and subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied, or enacted by the state, county, municipality, township or similar taxing authority, but not yet certified to the tax duplicate of the county in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the state, county, municipality, township, or other taxing authority.

Note: A search for uncertified special tax assessments has not been performed.

Note: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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Medina County Probate Court

Case Summary

Case No. 2022-06-GI-00043

IN RE: The Guardianship of John Richard Slayton, an Adult §
§
§
§

Location: Probate
Judicial Officer: Dunn, Kevin W.
Filed on: 06/29/2022
Bond Amount and Date Filed: 300,000 8/29/2022

Case Information

Case Type: Guardianship of Incompetent Adult
Subtype: Person & Estate
Case Status: 06/29/2022 Open

Party Information

Ward **Slayton, John Richard**
4531 Columbus Road
Centerburg, OH 43011
DOB: 08/29/1960

Applicant **Slayton, Timothy**
4896 Perry Road
Centerburg, OH 43011

Davis, Emily K. Esq
Retained
Witchey, Witschey & Firestine Co., LPA
405 Rothrock Road, #103
Akron, OH 44321
ekd@witscheylaw.com

Guardian **Slayton, Timothy**
4896 Perry Road
Centerburg, OH 43011

Davis, Emily K. Esq
Retained
Witchey, Witschey & Firestine Co., LPA
405 Rothrock Road, #103
Akron, OH 44321
ekd@witscheylaw.com

Next of Kin **Potts, Barbara**
8084 Yoder Road
Seville, OH 44273

Slayton, David
8310 White Road
Burbank, OH 44214

Billing Responsible Party **Slayton, Timothy**
4896 Perry Road
Centerburg, OH 43011

Davis, Emily K. Esq
Retained
Witchey, Witschey & Firestine Co., LPA
405 Rothrock Road, #103
Akron, OH 44321
ekd@witscheylaw.com

Billing Recipient **Davis, Emily K. Esq**
Witchey, Witschey & Firestine Co., LPA
405 Rothrock Road, #103
Akron, OH 44321

Miscellaneous Party **Shook, Nicki**
225 E. Washington Street
4th Floor
Medina, OH 44256

Medina County Probate Court

Case Summary

Case No. 2022-06-GI-00043

- 10/27/2025  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 10/27/2025  Entry Authorizing Sale of Personal Property
\$2
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2
- 10/27/2025  Order Authorizing Expenditure
\$2
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2
- 10/14/2025  Application to Sell Personal Property
\$28
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$28
- 09/17/2025  Application to Expend Funds
\$28
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$28
- 09/17/2025  Notice of Filing
w/attachments \$1 per notice
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
w/attachments \$1 per notice
- 08/27/2025  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 08/27/2025  Magistrate's Order
\$2 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2 per page
- 08/27/2025  Guardians Report Filed - No Expert Evaluation
\$5
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$5
- 08/27/2025  Guardianship Annual Plan
- 08/26/2025  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 08/26/2025  Magistrate's Order
\$2 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2 per page
- 08/22/2025 **Counter Hearing - Account** (10:00 AM) (Judicial Officer: Cek, Derek)

Medina County Probate Court

Case Summary













Case No. 2022-06-GI-00043

- 08/07/2025 **Status Hearing (15min)** (3:30 PM) (Judicial Officer: Cek, Derek)
Account and Guardian's Report (Annual Plan also, due. Notice Sent) Account filed 06/12/2025 GR & AP still overdue
- 07/21/2025  Notice of Hearing on Account
Two notices filed \$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
Two notices filed \$1 per page
- 07/02/2025  Instructions for Service
- 06/17/2025  Waiver of Notice of Hearing and Consent to Account
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 06/17/2025  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 06/17/2025  Entry Setting Hearing and Ordering Notice on Acct
\$2
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2
- 06/12/2025  Guardian's Partial Account
(2nd) \$35
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
(2nd) \$35
- 06/03/2025 **CANCELED Status Hearing** (9:00 AM) (Judicial Officer: Hathcock, Alicia M.)
Account and Guardian's Report
Clerical Error
- 04/29/2025  Notice of Hearing
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 04/29/2025  Notice to Guardian to File Annual Plan
\$1 per notice
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per notice
- 04/29/2025  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 04/29/2025  Entry
Aprpoving Application for Compensation \$2 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
Aprpoving Application for Compensation \$2 per page
- 04/24/2025  Application for Compensation as Guardian
\$10
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$10

Medina County Probate Court

Case Summary












Case No. 2022-06-GI-00043

- 03/28/2025  Notice to File Guardians Report
\$1 per notice
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per notice
- 03/28/2025  Notice to File Account
\$1 per notice
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per notice
- 03/20/2025  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 03/20/2025  JE Approving Fiduciary Fees
\$2 DISALLOWED
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2 DISALLOWED
- 02/14/2025  Guardianship Training Completed (Refresher Annual) For:
Timothy Slayton
- 02/10/2025  AR Notice Level 2 - Journal Entry and Order - Order to Pay
\$2
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2
- 02/10/2025  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 02/10/2025  Magistrate's Order
\$2 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2 per page
- 02/10/2025  Entry Approving Partial Account
(1st) \$2
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
(1st) \$2
- 02/06/2025  Application for Compensation as Guardian
\$10
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$10
- 01/24/2025  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 01/24/2025  Order Authorizing Expenditure
\$2
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2

Medina County Probate Court

Case Summary

Case No. 2022-06-GI-00043













- 01/23/2025  Notice To Guardian To Complete Training Refresher
\$1 per notice
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per notice
- 01/15/2025  Application to Expend Funds
\$28
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$28
- 01/15/2025 Amended Account
(2nd Amended 1st Partial) \$35
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
(2nd Amended 1st Partial) \$35
- 11/25/2024  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 11/25/2024  Order Authorizing Expenditure
\$2
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2
- 11/12/2024  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 11/12/2024  Magistrate's Order
\$2 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2 per page
- 11/06/2024  Application to Expend Funds
\$28
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$28
- 10/15/2024  Amended Account
\$35 - 1st Amended
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$35 - 1st Amended
- 08/02/2024  Magistrate's Order
\$2 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2 per page
- 08/02/2024  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 07/26/2024 **Counter Hearing - Account** (10:00 AM) (Judicial Officer: Hathcock, Alicia M.)
- 07/12/2024  Notice of Hearing on Account
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy

Medina County Probate Court

Case Summary

Case No. 2022-06-GI-00043

\$1 per page

- 06/26/2024  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 06/26/2024  Entry Setting Hearing and Ordering Notice on Acct
\$2
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2
- 06/12/2024 **CANCELED Status Hearing (15min)** (1:30 PM) (Judicial Officer: Hathcock, Alicia M.)
Annual Plan Due
Cancelled
- 06/10/2024  Supplement
Receipts/interest earned; Expenditures/loss of value of asset
- 04/30/2024  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 04/30/2024  Magistrate's Order
\$2 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2 per page
- 04/30/2024  Order Authorizing Expenditure
\$2
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2
- 04/24/2024  JE Terminating Expert Evaluation Requirement
\$2
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2
- 04/24/2024  Application to Expend Funds
\$28
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$28
- 04/24/2024  Guardianship Annual Plan
- 04/24/2024  Notice To Guardian To Complete Training Refresher
\$1 per notice
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per notice
- 04/24/2024  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 04/22/2024  Notice of Hearing
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page

Medina County Probate Court

Case Summary

Case No. 2022-06-GI-00043

- 03/25/2024  Guardianship Training Completed (Probate) For:
Timothy Slayton
- 03/25/2024  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 03/25/2024  Magistrate's Order
\$2 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2 per page
- 03/22/2024  JE Deeming Document Confidential
\$2
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2
- 03/18/2024  Guardian's Partial Account
\$35
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$35
- 03/18/2024 Statement of Expert Evaluation
- 03/18/2024  Guardians Report Filed - With Expert Evaluation
\$5
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$5
- 02/21/2024  Notice to Guardian to File Annual Plan
\$1 per notice
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per notice
- 02/21/2024  Notice to File Guardians Report
\$1 per notice
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per notice
- 02/21/2024  Notice to File Account
\$1 per notice
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per notice
- 02/07/2024  Notice
Of Substitution Of Attorney Of Record \$1 per notice
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
Of Substitution Of Attorney Of Record \$1 per notice
- 07/31/2023  Order Authorizing Expenditure
\$2
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2
- 07/31/2023  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page

Medina County Probate Court

Case Summary

Case No. 2022-06-GI-00043

- 07/27/2023  Supplement
to Application for Authority to Expend Funds
- 07/21/2023  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 07/21/2023  Magistrate's Order
\$2 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2 per page
- 07/14/2023  Application to Expend Funds
\$28
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$28
- 07/06/2023  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 07/06/2023  Magistrate's Order
\$2 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2 per page
- 06/30/2023  Application to Expend Funds
\$28
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$28
- 04/18/2023  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 04/18/2023  Order Authorizing Expenditure
\$2
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2
- 04/17/2023  Proof of Service Sent
\$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$1 per page
- 04/17/2023  Order Authorizing Release of Funds
\$2
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
\$2
- 03/24/2023  Notice
of Guardianship Account Transfer \$1 per page
Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy
of Guardianship Account Transfer \$1 per page
- 02/17/2023

Medina County Probate Court

Case Summary

Case No. 2022-06-GI-00043

Non-Sufficient Funds Fee - Juvenile / Probate

Non-Sufficient Funds Fee - Probate Probate Letter Regarding Insufficient Funds Check Sent on: 02/17/2023 16:18:03.89

02/06/2023

Magistrate's Order

Probate Magistrate's Order Receipt: 217329 Date: 02/14/2023 Receipt 217329 reversed by 217618 on 02/17/2023. Receipt: 217619 Date: 02/17/2023

02/06/2023

Proof of Service Sent

Proof of Service Sent Probate Proof of Service (E-Signature) Sent on: 02/06/2023 10:55:10.80 Receipt: 217329 Date: 02/14/2023 Receipt 217329 reversed by 217618 on 02/17/2023. Receipt: 217619 Date: 02/17/2023

02/06/2023

Proof of Service Sent

Proof of Service Sent Probate Proof of Service (E-Signature) Sent on: 02/06/2023 10:49:41.07 Receipt: 217329 Date: 02/14/2023 Receipt 217329 reversed by 217618 on 02/17/2023. Receipt: 217619 Date: 02/17/2023

02/06/2023 Order Authorizing Expenditure

Order Authorizing Expenditure

01/25/2023

Application to Expend Funds

Application to Expend Funds Receipt: 217329 Date: 02/14/2023 Receipt 217329 reversed by 217618 on 02/17/2023. Receipt: 217619 Date: 02/17/2023

01/25/2023

Application to Release Funds

Application to Release Funds Receipt: 217329 Date: 02/14/2023 Receipt 217329 reversed by 217618 on 02/17/2023. Receipt: 217619 Date: 02/17/2023

01/24/2023 Accounts Receivable Statement:

Accounts Receivable Statement: Hoffmann Esq., Linda was sent bill for \$168.00. Printed on 01/24/2023 14:26:28.06.

12/14/2022

Proof of Service Sent

Proof of Service Sent Probate Proof of Service (E-Signature) Sent on: 12/14/2022 11:29:37.36 Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

12/14/2022 Order Authorizing Expenditure

Order Authorizing Expenditure Of Funds

12/14/2022

Judgment Entry

Order Authorizing Release of Funds Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

12/09/2022 Application to Expend Funds

Application to Expend Funds Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

12/09/2022 Application to Release Funds

Application to Release Funds Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

12/09/2022 Inventory

Inventory Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

11/21/2022

Proof of Service Sent

Proof of Service Sent Probate Proof of Service (E-Signature) Sent on: 11/21/2022 15:45:59.54 Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

11/21/2022 Order Authorizing Expenditure

Order Authorizing Expenditure

11/21/2022

Judgment Entry

Order Authorizing Release Of Funds Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

11/16/2022 Inventory

Inventory Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

11/16/2022



Application to Expend Funds

Medina County Probate Court

Case Summary

Case No. 2022-06-GI-00043

\$28

Billing Prty: Applicant, Billing Responsible Party, Guardian Slayton, Timothy

\$28

10/25/2022

Proof of Service Sent

Proof of Service Sent Probate Proof of Service (E-Signature) Sent on: 10/25/2022 14:10:22.48 Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

10/25/2022 Magistrate's Order

Probate Magistrate's Order Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

10/25/2022 Magistrate's Order

Probate Magistrate's Order Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

10/06/2022 Inventory

Inventory Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

09/29/2022

Proof of Service Sent

Proof of Service Sent Probate Proof of Service (E-Signature) Sent on: 09/29/2022 14:57:17.53 Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

09/29/2022

Proof of Service Sent

Proof of Service Sent Probate Proof of Service (E-Signature) Sent on: 09/29/2022 14:56:27.36 Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

09/29/2022 Magistrate's Order

Probate Magistrate's Order Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

09/23/2022

Application to Release Funds

Application to Release Funds to Guardian Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

09/23/2022

Application to Expend Funds

Application for Authority to Expend Funds Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

09/12/2022 Guardianship Training Completed (Probate) For:

Guardianship Training Completed - Probate - For Timothy L. Slayton

08/30/2022

Proof of Service Sent

Proof of Service Sent Probate Proof of Service (E-Signature) Sent on: 08/30/2022 09:48:34.67 Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

08/29/2022

Letters of Guardianship - Person & Estate

Letters of Guardianship - Person & Estate Receipt: 210814 Date: 08/30/2022 Receipt: 217098 Date: 02/08/2023 Receipt 217098 reversed by 217620 on 02/17/2023.

08/29/2022 Guardian's Bond

Guardian's Bond Receipt: 210745 Date: 08/29/2022

08/18/2022

Proof of Service Sent

Proof of Service Sent Probate Proof of Service (E-Signature) Sent on: 08/18/2022 13:01:56.64 Receipt: 210346 Date: 08/18/2022

08/18/2022 Oath of Guardian

Oath of Guardian

08/18/2022 Judgment Entry Adopting Magistrate's Decision

Probate Judgment Entry Immediately Adopting Magistrate's Decision Receipt: 210346 Date: 08/18/2022

08/18/2022 Magistrate's Decision

Probate Magistrate's Decision Receipt: 210346 Date: 08/18/2022

08/10/2022 **App for Appointment of Guardian of Alleged Incompetent** (11:00 AM) (Judicial Officer: Hathcock, Alicia M.)

08/02/2022 Notice of Availability of Court Investigator's Report

Notice of Availability of Court Investigator's Report Receipt: 209680 Date: 08/02/2022

Medina County Probate Court

Case Summary

Case No. 2022-06-GI-00043

- 07/28/2022 Notice to Prospective Ward of Application and Hearing/Return
Notice to Prospective Ward of Application and Hearing Receipt: 209680 Date: 08/02/2022
- 07/05/2022 Notice of Hearing on Petition for Adoption
Notice of Hearing - NOK Barbara Potts and David Slayton - Regular Mail
- 07/05/2022
Notice of Hearing (Probate - Forms Gen)
Notice of Hearing (Probate - Forms Gen) Notice of Hearing (E-Signature) Sent on: 07/05/2022 12:04:14.80 Receipt: 208439 Date: 07/05/2022
- 07/05/2022 Entry Setting Hearing
Judgment Entry Setting Hearing on application for Appointment of Guardian Receipt: 208439 Date: 07/05/2022
- 07/05/2022
JE Deeming Document Confidential
JE Deeming Document Confidential Journal Entry Deeming Document Confidential Sent on: 07/05/2022 11:49:10.19 Receipt: 208439 Date: 07/05/2022
- 06/29/2022 BCI Report filed
BCI Report filed
- 06/29/2022 GI Affidavit Regarding Crimes
GI Affidavit Regarding Crimes
- 06/29/2022 Waiver of Notice & Consent
Waiver of Notice & Consent-David Slayton
- 06/29/2022 Supplemental Worksheet
Supplemental Worksheet
- 06/29/2022 Waiver of Notice & Consent
Waiver of Notice & Consent-Barbara Potts
- 06/29/2022 Supplement
Supplement
- 06/29/2022 Next of Kin of Proposed Ward
Next of Kin of Proposed Ward
- 06/29/2022 Guardian's Acceptance
Guardian's Acceptance
- 06/29/2022 Application/Appointment Guardian (Incompetent)
Application/Appointment Guardian (Incompetent)

Financial Information

Guardian Slayton, Timothy			
	Total Financial Assessment		1,258.75
	Total Payments and Credits		1,258.75
	Balance Due as of 04/15/2026		0.00
06/30/2022	Transaction Assessment		10.00
06/30/2022	Transaction Assessment		13.00
06/30/2022	Transaction Assessment		30.00
06/30/2022	Transaction Assessment		26.00
06/30/2022	Transaction Assessment		5.00
06/30/2022	Payment of Court Costs	Receipt # 208316	(99.00)
06/30/2022	Transaction Assessment		15.00
07/05/2022	Payment of Court Costs	Receipt # 208439	(5.00)
07/05/2022	Transaction Assessment	pda	1.00
07/05/2022	Transaction Assessment		2.00
07/05/2022	Transaction Assessment		2.00
07/28/2022	Transaction Assessment		1.00
08/02/2022	Transaction Assessment		75.00
08/02/2022	Payment of Court Costs	Receipt # 209680	(76.00)
08/10/2022	Transaction Assessment	Slayton, Timothy, Applicant	25.00

Medina County Probate Court

Case Summary

Case No. 2022-06-GI-00043

08/15/2022	Payment of Court Costs	Receipt # 210180	Deposit applied	(25.00)
08/18/2022	Transaction Assessment			4.00
08/18/2022	Transaction Assessment			3.00
08/18/2022	Transaction Assessment			4.00
08/18/2022	Payment of Court Costs	Receipt # 210346	pda	(17.00)
08/18/2022	Transaction Assessment			6.00
08/29/2022	Payment of Court Costs	Receipt # 210745	pda	(5.00)
08/29/2022	Transaction Assessment			5.00
08/29/2022	Transaction Assessment			35.00
08/29/2022	Transaction Assessment			6.00
08/30/2022	Payment of Court Costs	Receipt # 210814	PDA	(33.00)
08/30/2022	Transaction Assessment			3.00
09/23/2022	Transaction Assessment			10.00
09/23/2022	Transaction Assessment			5.00
09/29/2022	Transaction Assessment			1.00
09/29/2022	Transaction Assessment			1.00
09/29/2022	Transaction Assessment			2.00
09/29/2022	Transaction Assessment			0.25
10/06/2022	Transaction Assessment			7.00
10/25/2022	Transaction Assessment			1.00
10/25/2022	Transaction Assessment			2.00
10/25/2022	Transaction Assessment			0.50
10/25/2022	Transaction Assessment			2.00
11/16/2022	Transaction Assessment			7.00
11/17/2022	Transaction Assessment			89.00
11/17/2022	Transaction Assessment			55.00
11/21/2022	Transaction Assessment			1.00
11/21/2022	Transaction Assessment			2.00
12/09/2022	Transaction Assessment			5.00
12/09/2022	Transaction Assessment			7.00
12/09/2022	Transaction Assessment			10.00
12/14/2022	Transaction Assessment			2.00
12/14/2022	Transaction Assessment			0.25
12/14/2022	Transaction Assessment			1.00
12/14/2022	Transaction Assessment			1.00
01/25/2023	Transaction Assessment			10.00
01/25/2023	Transaction Assessment			5.00
02/06/2023	Transaction Assessment			2.00
02/06/2023	Transaction Assessment			1.00
02/06/2023	Transaction Assessment			1.00
02/08/2023	Payment of Court Costs	Receipt # 217098	John Slayton	(168.00)
02/14/2023	Transaction Assessment			29.50
02/14/2023	Payment of Court Costs	Receipt # 217329	Slayton, Timothy, Billing Responsible P	(48.50)
02/17/2023	Void		Slayton, Timothy, Billing Responsible P	48.50
02/17/2023	Void		John Slayton	168.00
02/17/2023	Payment of Court Costs	Receipt # 217619	Slayton	(48.50)
03/27/2023	Transaction Assessment			1.00
04/17/2023	Transaction Assessment			2.00
04/17/2023	Transaction Assessment			1.00
04/17/2023	Transaction Assessment			1.00
04/18/2023	Adjustment			(89.00)
04/18/2023	Transaction Assessment			28.00
04/18/2023	Transaction Assessment			36.00
04/18/2023	Transaction Assessment			28.00
04/18/2023	Transaction Assessment			2.00
04/18/2023	Transaction Assessment			0.25
04/18/2023	Transaction Assessment			1.00
04/18/2023	Transaction Assessment			1.00
04/18/2023	Adjustment			(28.00)
04/18/2023	Adjustment			(1.00)
06/21/2023	Payment of Court Costs	Receipt # P-2023-219265		(206.25)

Medina County Probate Court

Case Summary

Case No. 2022-06-GI-00043

06/30/2023	Transaction Assessment		28.00
07/06/2023	Transaction Assessment		2.00
07/06/2023	Transaction Assessment		0.25
07/06/2023	Transaction Assessment		1.00
07/17/2023	Transaction Assessment		28.00
07/21/2023	Transaction Assessment		2.00
07/21/2023	Transaction Assessment		0.25
07/21/2023	Transaction Assessment		1.00
07/31/2023	Transaction Assessment		2.00
07/31/2023	Transaction Assessment		0.25
07/31/2023	Transaction Assessment		1.00
02/08/2024	Transaction Assessment		1.00
02/21/2024	Transaction Assessment		1.00
02/21/2024	Transaction Assessment		1.00
02/21/2024	Transaction Assessment		1.00
03/22/2024	Transaction Assessment		5.00
03/22/2024	Transaction Assessment		2.00
03/22/2024	Transaction Assessment		35.00
03/22/2024	Transaction Assessment		177.00
03/25/2024	Transaction Assessment		2.00
03/25/2024	Transaction Assessment		0.25
03/25/2024	Transaction Assessment		1.00
04/22/2024	Transaction Assessment		1.00
04/24/2024	Transaction Assessment		2.00
04/24/2024	Transaction Assessment		0.25
04/24/2024	Transaction Assessment		1.00
04/24/2024	Transaction Assessment		1.00
04/29/2024	Transaction Assessment		28.00
04/30/2024	Transaction Assessment		2.00
04/30/2024	Transaction Assessment		0.25
04/30/2024	Transaction Assessment		2.00
04/30/2024	Transaction Assessment		0.25
04/30/2024	Transaction Assessment		1.00
06/12/2024	Transaction Assessment		5.00
06/26/2024	Transaction Assessment		2.00
06/26/2024	Transaction Assessment		0.25
06/26/2024	Transaction Assessment		1.00
07/12/2024	Payment of Court Costs	Receipt # P-2024-002856	(335.75)
07/17/2024	Transaction Assessment		3.00
08/02/2024	Transaction Assessment		25.00
08/02/2024	Transaction Assessment		2.00
08/02/2024	Transaction Assessment		0.25
08/02/2024	Transaction Assessment		1.00
10/15/2024	Transaction Assessment		35.00
10/15/2024	Transaction Assessment		26.00
11/12/2024	Transaction Assessment		2.00
11/12/2024	Transaction Assessment		0.25
11/12/2024	Transaction Assessment		1.00
11/15/2024	Transaction Assessment		28.00
11/25/2024	Transaction Assessment		2.00
11/25/2024	Transaction Assessment		0.25
11/25/2024	Transaction Assessment		1.00
01/17/2025	Transaction Assessment		28.00
01/23/2025	Transaction Assessment		35.00
01/23/2025	Transaction Assessment		25.00
01/23/2025	Transaction Assessment		1.00
01/24/2025	Transaction Assessment		2.00
01/24/2025	Transaction Assessment		0.25
01/24/2025	Transaction Assessment		1.00
02/06/2025	Transaction Assessment		10.00
02/10/2025	Transaction Assessment		2.00
02/10/2025	Transaction Assessment		2.00
02/10/2025	Transaction Assessment		0.25

Medina County Probate Court

Case Summary

Case No. 2022-06-GI-00043

02/10/2025	Transaction Assessment		0.25
02/10/2025	Transaction Assessment		2.00
02/10/2025	Transaction Assessment		1.00
02/10/2025	Transaction Assessment		2.00
02/12/2025	Adjustment		(2.00)
02/14/2025	Payment of Court Costs	Receipt # P-2025-000646	(239.75)
03/20/2025	Transaction Assessment		2.00
03/20/2025	Transaction Assessment		2.00
03/20/2025	Transaction Assessment		1.00
03/28/2025	Transaction Assessment		1.00
03/28/2025	Transaction Assessment		1.00
04/25/2025	Transaction Assessment		10.00
04/29/2025	Transaction Assessment		2.00
04/29/2025	Transaction Assessment		0.25
04/29/2025	Transaction Assessment		1.00
04/29/2025	Transaction Assessment		1.00
04/29/2025	Transaction Assessment		1.00
06/06/2025	Payment of Court Costs	Receipt # P-2025-002478	(20.50)
06/17/2025	Transaction Assessment		35.00
06/17/2025	Transaction Assessment		31.00
06/17/2025	Transaction Assessment		2.00
06/17/2025	Transaction Assessment		0.25
06/17/2025	Transaction Assessment		1.00
06/17/2025	Transaction Assessment		1.00
06/30/2025	Payment of Court Costs	Receipt # P-2025-002892	(70.25)
07/24/2025	Transaction Assessment		2.00
08/26/2025	Transaction Assessment		2.00
08/26/2025	Transaction Assessment		0.25
08/26/2025	Transaction Assessment		1.00
08/27/2025	Transaction Assessment		2.00
08/27/2025	Transaction Assessment		0.25
08/27/2025	Transaction Assessment		1.00
09/04/2025	Transaction Assessment		5.00
09/22/2025	Transaction Assessment		2.00
09/22/2025	Transaction Assessment		28.00
10/20/2025	Transaction Assessment		28.00
10/27/2025	Transaction Assessment		2.00
10/27/2025	Transaction Assessment		0.25
10/27/2025	Transaction Assessment		2.00
10/27/2025	Transaction Assessment		1.00
10/27/2025	Transaction Assessment		1.00
11/03/2025	Payment of Court Costs	Receipt # P-2025-004958	(71.50)
02/25/2026	Payment of Court Costs	Receipt # P-2026-000710	(6.25)

Guardian Slayton, Timothy
.Probate Deposit - Registry Balance as of
04/15/2026

0.00

REG Transaction Type	161.00
Adjustment	(5.00)
Adjustment	(76.00)
Adjustment	(25.00)
Adjustment	(17.00)
Adjustment	(5.00)
Adjustment	(33.00)

Medina County Probate Court

Case Summary

Case No. 2025-05-CA-0011

Timothy Slayton vs. Timothy Slayton, John Richard §
Slayton, Barbara Potts, David Slayton, JOHN A BURKE §
§

Location: Probate
Judicial Officer: Dunn, Kevin W.
Filed on: 05/22/2025

Case Information

Case Type: Civil Action
Subtype: Guardian to Sell Real Estate
Case Status: 05/22/2025 Open

Party Information

Plaintiff Slayton, Timothy
4896 Perry Road
Centerburg, OH 43011

Davis, Emily K. Esq
Retained
Witchey, Witschey & Firestine Co., LPA
405 Rothrock Road, #103
Akron, OH 44321
ekd@witscheylaw.com

Defendant JOHN A BURKE
MEDINA COUNTY TREASURER
144 N BROADWAY
MEDINA, OH 44256

Richter, Brian M
Retained
Assistant Prosecuting Attorney
60 Public Sq
Medina, OH 44256
brichter@medinaco.org

Potts, Barbara
8084 Yoder Road
Seville, OH 44273

Slayton, David
8310 White Road
Burbank, OH 44214


Slayton, John Richard
4531 Columbus Road
Centerburg, OH 43011
DOB: 08/29/1960

Slayton, Timothy
4896 Perry Road
Centerburg, OH 43011

Davis, Emily K. Esq
Retained
Witchey, Witschey & Firestine Co., LPA
405 Rothrock Road, #103
Akron, OH 44321
ekd@witscheylaw.com

Guardian Ad Litem Grandinetti, Jennifer A.
8025 Corporate Circle
North Royalton, OH 44133

Events and Orders of the Court

03/11/2026  Proof of Service Sent
\$1 per page
Billing Prty: Defendant, Plaintiff Slayton, Timothy
\$1 per page

Medina County Probate Court

Case Summary

Case No. 2025-05-CA-0011


- 03/11/2026  Judgment Entry
Confirming Appraisalment, Dispensing with Bond and Ordering Sale \$2 per page
Billing Prty: Defendant, Plaintiff Slayton, Timothy
Confirming Appraisalment, Dispensing with Bond and Ordering Sale \$2 per page
- 01/08/2026  LS Return of Fiduciary/Oath of Appraiser/Return of Appraiser
Party: Defendant, Plaintiff Slayton, Timothy
- 12/04/2025  Proof of Service Sent
\$1 per page
Billing Prty: Defendant, Plaintiff Slayton, Timothy
\$1 per page
- 12/04/2025  Order
of Appraisalment \$2 per page
Billing Prty: Defendant, Plaintiff Slayton, Timothy
of Appraisalment \$2 per page
- 10/27/2025  Proof of Service Sent
\$1 per page
Billing Prty: Defendant, Plaintiff Slayton, Timothy
\$1 per page
- 10/27/2025  Judgment Entry Finding Sale Necessary (Land Sale)
\$2 per page
Party: Defendant, Plaintiff Slayton, Timothy
\$2 per page
- 10/14/2025  Notice of Filing
w/Certificate of Service and Amended Preliminary Judicial Report Attached \$1\$1 per notice
Billing Prty: Defendant, Plaintiff Slayton, Timothy
w/Certificate of Service and Amended Preliminary Judicial Report Attached \$1\$1 per notice
- 10/01/2025  Answer of Guardian Ad Litem (Land Sale)
w/Certificate of Service
- 09/29/2025  USPS Signature File Received
9489009000276401408458
- 09/18/2025 **Certified Mail**
 Grandinetti, Jennifer A.
Served: 09/22/2025
- 09/18/2025  Summons
Party: Guardian Ad Litem Grandinetti, Jennifer A.
- 09/18/2025  Order
For Appointment of Guardian Ad Litem \$2 per page
Billing Prty: Defendant, Plaintiff Slayton, Timothy
For Appointment of Guardian Ad Litem \$2 per page
- 09/08/2025  Application for Appointment of Guardian Ad Litem (Land Sale)
\$10
Billing Prty: Defendant, Plaintiff Slayton, Timothy
\$10
- 09/08/2025  Motion
for Appointment of Guardian Ad Litem w/Certificate of Service \$5


Medina County Probate Court

Case Summary


Case No. 2025-05-CA-0011

Billing Prty: Defendant, Plaintiff Slayton, Timothy
for Appointment of Guardian Ad Litem w/Certificate of Service \$5

08/07/2025  Notification of Failed Service

08/06/2025  Returned Regular Mail
John Richard Slayton w/Certificate of Service Vacant/Undeliverable

07/07/2025 **Certificate of Mailing**
Slayton, John Richard
Unserved

07/07/2025  Summons
Party: Defendant, Plaintiff Slayton, Timothy

06/26/2025





Complaint


Guardian's Amended Complaint to Sell Real Estate with Proof of Service & Appointment of Guardian Ad Litem Requested \$38

Billing Prty: Defendant, Plaintiff Slayton, Timothy


Guardian's Amended Complaint to Sell Real Estate with Proof of Service & Appointment of Guardian Ad Litem Requested \$38


06/26/2025  Notice
Voluntary Dismissal w/Certificate of Service \$1 per notice
Billing Prty: Defendant, Plaintiff Slayton, Timothy
Voluntary Dismissal w/Certificate of Service \$1 per notice

06/23/2025  USPS Signature File Received
9489009000276401402340 Unsuccessful Slayton, John Richard


06/18/2025  Notification of Failed Service


06/18/2025 Returned Certified Mail




06/09/2025  USPS Signature File Received
9489009000276401402326

06/04/2025  Answer
Of The Medina County Treasurer Medina County Ohio w/Certificate of Service

06/02/2025  Returned Regular Mail

05/27/2025  Proof of Service Sent
\$1 per page
Billing Prty: Defendant, Plaintiff Slayton, Timothy
\$1 per page

05/27/2025  Magistrate's Order
\$2 per page
Billing Prty: Defendant, Plaintiff Slayton, Timothy
\$2 per page

05/23/2025 **Certified Mail**
 Davis, Emily K. Esq
Served: 05/29/2025 02:11 PM
 Potts, Barbara
Served: 05/29/2025 10:42 AM
 Slayton, Timothy
Served: 06/02/2025 09:51 AM

Medina County Probate Court

Case Summary

Case No. 2025-05-CA-0011

Return Date/Time: 05/29/2025 10:40 AM

Slayton, John Richard
Returned Unserved

06/18/2025

Return Date/Time: 06/18/2025 10:24 AM

Slayton, David
Served: 05/30/2025 12:23 PM

JOHN A BURKE
Served: 05/29/2025 09:29 AM

- 05/23/2025 Summons
Party: Defendant, Plaintiff Slayton, Timothy
- 05/22/2025 Instructions for Service
- 05/22/2025 Complaint
\$38
Billing Prty: Defendant, Plaintiff Slayton, Timothy
\$38

Financial Information

Plaintiff	Slayton, Timothy	
Total Financial Assessment		402.32
Total Payments and Credits		225.00
Balance Due as of 04/15/2026		177.32
05/22/2025	Transaction Assessment	86.00
05/23/2025	Transaction Assessment	38.00
05/23/2025	Transaction Assessment	72.00
05/27/2025	Transaction Assessment	2.00
05/27/2025	Transaction Assessment	1.75
05/27/2025	Transaction Assessment	7.00
05/27/2025	Adjustment	(206.75)
05/27/2025	Transaction Assessment	26.56
05/29/2025	Transaction Assessment	10.00
05/29/2025	Adjustment	(86.00)
05/29/2025	Adjustment	86.00
05/29/2025	Adjustment	(18.25)
06/26/2025	Transaction Assessment	1.00
06/26/2025	Transaction Assessment	38.00
07/07/2025	Transaction Assessment	1.35
07/07/2025	Transaction Assessment	4.01
09/08/2025	Transaction Assessment	5.00
09/08/2025	Transaction Assessment	10.00
09/18/2025	Transaction Assessment	2.00
09/18/2025	Transaction Assessment	9.00
09/18/2025	Transaction Assessment	2.40
10/15/2025	Transaction Assessment	1.00
10/15/2025	Transaction Assessment	56.00
10/27/2025	Transaction Assessment	2.00
10/27/2025	Transaction Assessment	0.75
10/27/2025	Transaction Assessment	3.00
12/04/2025	Transaction Assessment	2.00
12/04/2025	Transaction Assessment	6.00
12/04/2025	Transaction Assessment	6.00
03/11/2026	Transaction Assessment	2.00
03/11/2026	Transaction Assessment	1.50

Medina County Probate Court

Case Summary

Case No. 2025-05-CA-0011

03/11/2026 Transaction Assessment

6.00

Plaintiff Slayton, Timothy
.Probate Deposit - Registry Balance as of
04/15/2026

0.00

Deposit
Adjustment
Adjustment

225.00
(206.75)
(18.25)

PROBATE COURT
FILED

2025 MAY 22 PM 2:59

IN THE COURT OF COMMON PLEAS
PROBATE DIVISION
MEDINA COUNTY, OHIO

TIMOTHY SLAYTON
4896 Perry Road
Centerburg, Ohio 43011

Guardian of :

JOHN RICHARD SLAYTON
8212 White Road
Burbank, Ohio 44214

Plaintiff

vs.

JOHN RICHARD SLAYTON
8212 White Road
Burbank, Ohio 44214

and

TIMOTHY SLAYTON
4896 Perry Road
Centerburg, Ohio 43011

and

BARBARA POTTS
8084 Yoder Road
Seville, Ohio 44273

and

DAVID SLAYTON
8310 White Road
Burbank, Ohio 44214

and

* CASE NO. 2025-05-CA-0011

*

* JUDGE KEVIN W. DUNN

*

* GUARDIAN'S COMPLAINT TO
* SELL REAL ESTATE

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The value of the 100% interest in the Medina County real estate as near as can be ascertained is \$222,980.00 according to the Medina County Auditor, and the value of the one-third interest in the Guernsey County real estate as near as can be ascertained is \$112,550.00 according to the Guernsey County Auditor.

The nature of the interest of the Ward in the Medina County real estate is 100%, and the nature of the interest of the Ward in the Guernsey County real estate is as a one-third owner and Member of Slayton Family Holdings, LLC, the owner of said real estate.


The Defendants Timothy Slayton, David Slayton, and Barbara Potts are all the persons entitled to the next estate of inheritance from the Ward, in such real estate who are known to reside in Ohio.

The Defendants JOHN A. BURKE, MEDINA COUNTY TREASURER, and JAMES A. CALDWELL, GUERNSEY COUNTY TREASURER, are all of the other persons holding any right, title or interest in or to said real estate or any part thereof, who are necessary parties to this action.

It is necessary to sell said real estate for the reason the Ward requires extensive rehabilitative and skilled nursing care, and the costs of his care and the maintenance of his real estate exceed his income, which at this time consists of only his monthly Social Security Disability (SSI) and annual income from Slayton Family Holdings, LLC.

The Plaintiff therefore prays that he may be authorized and ordered to sell Ward's 100% interest in the Medina County real estate and Ward's one-third (1/3) interest in Slayton Family Holdings, LLC, the owner of the Guernsey County real estate according to the statutes in such case made and provided, to employ and pay a real estate broker if needed in the sale of the real estate

herein described, and for all other proper orders and relief to which Plaintiff may be entitled in the premises.



EMILY K. DAVIS (0098749)
Witschey Witschey & Firestine Co., LPA
405 Rothrock Road, Suite 103
Akron, Ohio 44321
Phone (330) 665-5117
Fax (330) 665-7615
ekd@witscheylaw.com

**JOHN A. BURKE,
MEDINA COUNTY TREASURER
144 North Broadway Street
Medina, Ohio 44256**

Defendants.

*
*
*
*
*
*
*

The Plaintiff, TIMOTHY SLAYTON, represents that he is the duly appointed Guardian of the above-named Ward, an adult of the age of 64 years, having been duly appointed as such by Judge Kevin W. Dunn on August 29, 2022, in Case No. 2022 06 GI 00043.

The Plaintiff further represents that said Ward is seized of a 100% interest in the following real estate proposed to be sold, situated in the Township of Harrisville, County of Medina, State of Ohio, and described on Exhibit A attached hereto and incorporated herein.

The preliminary judicial report for the real estate is attached as Exhibit A.

The value of the 100% interest in the Medina County real estate as near as can be ascertained is \$222,980.00 according to the Medina County Auditor.

The nature of the interest of the Ward in the Medina County real estate is 100%.

The Defendants Timothy Slayton, David Slayton, and Barbara Potts are all the persons entitled to the next estate of inheritance from the Ward, in such real estate who are known to reside in Ohio.

As Plaintiff also is a Defendant with interest in the Ward's estate, pursuant to statute, Plaintiff prays that the Court appoint a Guardian ad Litem to represent the interest of the Ward in this matter. O.R.C. § 2113.23, Civ. R. 17(B).

The Defendant JOHN A. BURKE, MEDINA COUNTY TREASURER is another person holding any right, title or interest in or to said real estate or any part thereof, who are necessary parties to this action.

It is necessary to sell said real estate for the reason the Ward requires extensive rehabilitative and skilled nursing care, and the costs of his care and the maintenance of his real estate exceed his income, which at this time consists of only his monthly Social Security Disability (SSI) and annual income from Slayton Family Holdings, LLC.

The Plaintiff therefore prays that he may be authorized and ordered to sell Ward's 100% interest in the Medina County real estate according to the statutes in such case made and provided, to employ and pay a real estate broker if needed in the sale of the real estate herein described, and for all other proper orders and relief to which Plaintiff may be entitled in the premises.



EMILY K. DAVIS (0098749)
Witschey Witschey & Firestine Co., LPA
405 Rothrock Road, Suite 103
Akron, Ohio 44321
Phone (330) 665-5117
Fax (330) 665-7615
ekd@witscheylaw.com

This Indenture of Lease, Made at Medina in the State of Ohio, this 21st day of June, in the year of our Lord One Thousand Eight Hundred and Ninety Seven, by and between William H Zimmerman and his wife of Medina County of Medina and State of Ohio, party of the first part, and David S. Whitmyer party of the second part.

Witnesseth, That the first party hath Let and Leased, and hereby doth Let and Lease unto the second party and their heirs, executors and administrators, the Message or Parcel of Land or Tenement situated in the Township of Harrisville County of Medina and State of Ohio, and is known and

described as follows, to-wit:
Forty three acres of land in lot number one hundred and fifty, also Fifty two acres of land in lot number one hundred and forty, and twenty six acres of land in lot number one hundred and thirty nine in said township County and state aforesaid
As described in Medina County Records, Volume 61, Page 145 of Records of deeds.

above leased Premises unto the second Party, their heirs, executors and Adminis-
To Have and to Hold the same for the term of fourty years, commencing on the 21st day of June A. D. one thousand eight hundred and Ninety Seven and ending on the 21st day of June A. D. one thousand eight hundred and Ninety Seven.
upon the Terms and Conditions hereinafter mentioned, to-wit:
That said second party doth hereby agree to pay the sum of Twenty Dollars Rent per annum during the continuance of this Lease, and which rent is to be paid by the second party in one installments of \$ 20 each, payable on the 1st day of June in advance, from the commencement of the term of this Lease.

And it is Mutually Covenanted and Agreed, by and between the parties hereto, that the aforesaid demised premises shall be used and occupied in a careful, safe and proper manner by the second party; that all fires therein to be kept shall be safely secured, kept and conducted; that the premises aforesaid, or any part thereof, shall not be underlet, nor shall this Lease be assigned, nor shall LIQUOR, whether spirituous, vinous or fermented, be sold either of wholesale or retail on said premises, without the consent in writing, of the first party, UNDER PAIN OF FORFEITING the residue of the term hereby granted, at the election of the first party.

That the second party will deliver up and surrender to the first party, or to the heirs, executors, administrators or assigns of said first party, the possession of the premises hereby Leased, at the expiration of the term aforesaid, in as good condition and repair as the same shall be in at the commencement of said term, the natural wear and decay, and the destruction or damage by the elements or electricity, or by any act of God; or by means of invasion, insurrection, riot, or civil commotion, or of any military or usurped power, only excepted.

That if the Rent aforesaid shall at any time be in arrear and unpaid, the first party may AVOID THIS LEASE, and enter into possession of the demised premises, and sue for and recover all the rent due, at the rate aforesaid, up to the time of such entry; every demand for rent, made after it falls due, shall have the same effect in law, as if made on the day and at the time it falls due, any law of the land to the contrary notwithstanding.

That if any waste be committed upon or unnecessary damage be done to the demised premises, the first party may, for that cause, enter upon the same and avoid this Lease, and bring his action for such waste or damage; or he may bring his action and recover for such damage, without avoiding this Lease, at his election.

It is Agreed, By and between the parties to this Lease, that in case any Building now standing on said premises, shall be destroyed or injured by the elements, or other cause, so as to be unfit for occupancy, without any fault or neglect on the part of the second party, said second party shall not be liable to pay rent for said premises, from and after the time the said second party shall have surrendered possession of said premises to said first party.

Shall use or occupy said lands only for the purpose of removing oil, gas, Coal or any substance or mineral of value said lands may contain either by drill or otherwise of which the party of the second part agrees to give to the party of the first part one-tenth of the oil and the one-fifth of the rest gas, Coal or any substance or mineral of value upon its removal from the earth of said premises. Operations to be commenced and a fair and honest development to be made within three years from date of lease, or else this lease shall become void.

That the first party will, and the heirs, executors, administrators or assigns of said first party, shall Warrant and Defend the second party in the enjoyment and peaceable possession of the above demised premises, during the term aforesaid, if the second party shall perform all and singular the covenants herein agreed to be performed on the part of the second party.

In Witness Whereof, The parties to this Lease set their hands to DUPLICATES hereof, the day and year first above written.

Signed and Delivered in Presence of
W. H. Zimmerman
R. W. Zimmerman
David S. Whitmyer
Chas. E. Slutz
E. J. Whitmyer

THE STATE OF OHIO,) Before me, a Notary Public in and for said County, personally appeared the above named William H Zimmerman and R. W. Zimmerman and David S. Whitmyer 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 this 21st day of June A. D. 1897

Received for Record June 23^d at 11 o'clock A. M.
Recorded this 26th day of July A. D. 1897
R. B. Haert Recorder.
Charles E. Slutz
Notary Public (Seal)

On the South by lands of David Landis.
 On the West by lands of Public Highway.
 With the right of ingress and egress to and from the same: the said Grantor
 to fully use and enjoy the said premises, except for the purpose hereinbefore
 granted to the said Company, said pipe to be buried so as not to interfere with
 the cultivation of the land, and said Company to pay any damages which may
 arise to crops and fences from the laying, maintaining and operating said
 pipeline, said damages, if not mutually agreed upon, to be ascertained and
 determined by three disinterested persons, one thereof to be appointed by the
 said Grantor - their heirs or assigns, one by the Company, its successor or
 assigns, and the third by the two appointed as aforesaid, and the award
 of such three persons shall be final and conclusive.

And the said Company, its successors or assigns, is hereby further
 granted the right at any time to lay, maintain, operate, repair, replace
 and remove a second line of pipe alongside of the first line or herein
 provided, upon the payment of a like consideration, and subject to the
 same conditions; also may change the size of its pipes; the same may
 be done without interruption to the use of said line; the damages,
 if any, to crops and surfaces in making such change to be paid
 by the Company, While gas shall be conveyed through said premises
 in said pipe line, Grantor shall have the privilege of buying same for
 domestic use on said premises, subject to said Company's rules,
 conditions and at a rate not exceeding that charged by said Company
 for domestic use in the nearest city or village.

In witness whereof, The parties hereto have set their hands this
 18th day of August A. D. 1914.
 Signed & acknowledged
 in presence of
 S. E. McKinley,
 A. J. Gerhart.

F. W. Neunmeyer. (Seal)
 Minnie Neunmeyer. (Seal)

The State of Ohio, Medina County, ss.
 Personally appeared before me, a Notary Public, in and for said
 County, F. W. Neunmeyer & Minnie Neunmeyer (Husband & wife), who
 acknowledged the signing of the foregoing instrument to be their
 voluntary act and deed for the uses and purposes therein mentioned.
 In Testimony Whereof, I have hereunto set my hand & affixed
 my notarial seal, this 18th day of August, 1914.
 Received Sept. 21 1914, at 8. A. M.
 Recorded Sept. 21 1914.

A. J. Gerhart. (Seal)
 Notary Public

F. E. Clark, Recorder.

Right-of-Way
 Adam Lane &
 Anna Lane
 To
 The Ohio Fuel
 Supply Company

For and in consideration of One Dollar to them
 in hand paid, receipt of which is hereby acknowledged,
 and the further consideration of _____ cents per lineal
 rod, to be paid on or before the laying of said pipe
 line, Adam Lane & Anna Lane, (hereinafter
 called the Grantors), do hereby grant to The Ohio Fuel
 Supply Company, (hereinafter called the Company), its successors & assigns,

the right to lay a pipe line, and maintain, operate, repair, replace remove the same, and to erect, maintain, operate and remove a telegraph or telephone line along said pipe line, if the same be found necessary over and through their lands, situate in Harrisonville Township, Medina County, State of Ohio, and bounded and described as follows:

On the North by lands of Public Highway,

On the East by lands of S. M. White, A. Gatzman & Benj. Setch,

On the South by lands of Public Highway, Benj. Setch, & Joe Parker

On the West by lands of Joe Parker, David Landis & Minnie Neunoyers.

lots 140-150

With the right of ingress and egress to and from the same, the said Grantors to fully use and enjoy, the said premises, except for the purpose hereinbefore granted to the said Company, said pipe to be buried so as not to interfere with the cultivation of the land, and said Company to pay any damages which may arise to crops and fences from the laying, maintaining and operating said pipe line, said damages, if not mutually agreed upon, to be ascertained & determined by three disinterested persons, one thereof to be appointed by the said Grantors their heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

And the said Company, its successors or assigns, is hereby further granted the right at any time to lay, maintain, operate, repair, replace and remove a second line of pipe along side of the first line as herein provided, upon the payment of a like consideration and subject to the same conditions; also may change the size of its pipes the same may be done, without interruption, to the use of said line the damages, if any, to crops and surface in making such change, to be paid by the Company. While gas shall be conveyed through said premises in said pipe line, Grantors shall have the privilege of buying same for domestic use on said premises, subject to said Company's rules and conditions and at a rate not exceeding that charged by said Company for domestic use in the nearest city or village.

In witness whereof, The parties hereto have set their hands the 18th day of August, A. D. 1914.

Signed & acknowledged

Aaron Lane (Seal)

Anna Lane (Seal)

In presence of
S. E. McKinley,
A. J. Gerhart,

The State of Ohio, Medina County, ss.

Personally appeared before me, a Notary Public in and for said County, Aaron Lane & Anna Lane, Husband & wife, who acknowledge the signing of the foregoing instrument to be their voluntary act & deed for the uses and purposes therein mentioned.

In Testimony whereof, I have herunto set my hand & affixed my notarial seal this 18th day of August, 1914.

Received Sept. 21 1914 at 8 - A. M.

A. J. Gerhart (Seal)

Notary Public,

Recorded Sept. 21 1914

F. E. Clark, Recorder

1 Aaron Lance Fuel
 2
 3 TO The Ohio Fuel
 4 Supply Co

FOR AND IN CONSIDERATION OF One Dollars,
 to them in hand paid, receipt of which is hereby acknowledged, and the further consideration
 of Twenty-five cents per lineal rod, to be paid on or before the laying of said pipe line,
Aaron Lance and Annus Lance

(hereinafter called the Grantor.....) do hereby grant to THE OHIO FUEL SUPPLY COMPANY (hereinafter called the Company), its successors and assigns, the right to lay a pipe line, and maintain, operate, repair, replace, and remove the same, and to erect, maintain, operate and remove a telegraph or telephone line along said pipe line, if the same be found necessary, over and through them lands situate in Marionville Township, Madame County and State of Ohio, and bounded and described as follows:

On the North by lands of Public Highway
 On the East by lands of J.M. White & Garman
 On the South by lands of Elmus Lance & J.M. Baker
 On the West by lands of J.M. Baker & Sanders & Neunmyer

Said lands being in Section No..... Or. Twp. No..... Twp. No..... Range No..... with the right of ingress and egress to and from the same; the said Grantor..... to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said Company. Said pipe to be buried so as not to interfere with the cultivation of the land, and said Company to pay any damages which may arise to crops and fences from the laying, maintaining and operating said pipe line, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor..... them heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

And the said Company, its successors or assigns, is hereby further granted the right at any time to lay, maintain, operate, repair, replace and remove a second line of pipe alongside of the first line as herein provided, upon the payment of a like consideration, and subject to the same conditions; also may change the size of its pipes; the same may be done, without interruption to the use of said line; the damages, if any, to crops and fences in making such change to be paid by the Company.

While Gas is conveyed through said premises in said pipe, same for domestic use on said premises subject to said Company's rules and conditions and at a rate not exceeding that charged by said Company for domestic use the nearest City or Village.

In Witness Whereof, The parties hereto have set their hands this 20 day of December A. D. 1916.

SIGNED AND ACKNOWLEDGED IN PRESENCE OF

E.P. McKinley } Aaron Lance [SEAL]
J.J. Riley } Annus Lance [SEAL]
 [SEAL]
 [SEAL]

THE STATE OF OHIO, }
Madame COUNTY, } ss:

Personally appeared before me, a Notary Public in and for said County, Aaron Lance & Annus Lance who acknowledged the signing of the foregoing instrument to be them voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal, this 20 day of December, 1917.

Grover C Rice [SEAL]
 Notary Public

Received for Record Jan 28 - 10 9:20 AM 1917

Recorded Jan 29 1917

C.S. Rice Recorder.

197
L6Z 1149
Vol 62 Lease Pg. 149
ASSIGNMENT
PT. RELEASE C.R. Vol.
CANCELLATION

This Lease Made this 7 day of March A. D. 19, by and between Clayton Lance and Hazel Lance of Burbank, Ohio R.D. #1

of the County of Medina and State of Ohio of the first part, Charles M. Ditch and Ernest B. Gerig of Chippewa Lake, Ohio, party of the second part,

Witnesseth, That the said part of the first part, in consideration of \$1.00 in hand paid, the receipt of which is hereby acknowledged, and the stipulations, rents and covenants hereinafter contained, on the part of the said part of the second part, executors, administrators and assigns, to be paid, kept and performed, have granted, demised and let unto the said part of the second part, executors, administrators and assigns, for the sole and only purpose of drilling and operating for Petroleum Oil, or Gas, for the term of five (5) years, or as long thereafter as Oil or Gas is found in paying quantities, all that certain tract of land situated in Harrisville Township, Medina County, and State of Ohio bounded and described as follows, to wit:

On the East by Lands of E.L. White and Ray Harman
On the North by Lands of County Rd. #22 and Ray Walker
On the West by Lands of Ralph Harbey J.J. Whiteacre, H.F. Hoge and Earl Williams
On the South by Lands of County Rd. #91, Bud Curry and Earl Williams
Containing One hundred thirty three (133) acres, more or less, excepting and reserving therefrom 200 ft. notes around the buildings on said premises, upon which there shall be no wells drilled, the boundaries of which shall be designated and fixed by the part of the first part.

The said second party hereby agrees, in consideration of the said lease of the above described premises, to give said first party One Eighth (1/8) of all the oil produced and saved from said premises, delivered in tanks or pipe lines to the credit of first party. And further agrees to give One eighth (1/8) of all gas produced from the above described premises, in case the gas is conducted and used off the above described premises. The said second party not to unnecessarily disturb growing crops thereon, or the fences.

Said second party has the right, which is hereby granted him, to enter upon the above described premises at any dry or frozen time, and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil over and across said premises, and also the right to remove at any time any or all machinery, oil well supplies, or appurtenances of any kind belonging to the said second party.

In case a well is drilled and is dry, Lease rental is paid for year after from date. It is also agreed by both parties that moving into location should be done when weather permits, the well to be drilled in the woods south of buildings.

Said First party may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in the dwelling house on said land, at their own risk and expense. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above described and the measurements and regulation shall be by meter and regulators set at the tap on the line.

The part of the second part agrees to commence one well within six months (6) from the date hereof, and in case of a failure to commence one well within such time, the part of the second part hereby agrees to pay thereafter to the part of the first part, for any future delay the sum of \$138.00 One Hundred Thirty Eight dollars, per annum, payable quarterly in advance as a rental on the same hereafter until a well is commenced or the premises abandoned, payable at Burbank, Ohio R. D. and the part of the first part hereby agree to accept such sum as full consideration and payment for such yearly delay until one well shall be commenced, and a failure to commence one well or to make any of such payments within such time and at such place as above mentioned, renders this lease null and void, otherwise to be and remain in full force and virtue.

It is understood by and between the parties to this agreement that all conditions between the parties hereto shall extend to their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, We, the said parties of the first and second parts, have hereunto set our hands and seals the day and year first above written.

*or out of a

WITNESS:

Clayton Lance SEAL
Hazel Lance SEAL
Charles M. Ditch SEAL
Ernest B. Gerig SEAL
Kenneth Still }
Mabel Still }

The State of Ohio,

Medina County, ss.

On this 7 day of March A. D. 19 51, before me, a notary public in and for said County, personally appeared the said Clayton Lance and Hazel Lance

above named, and severally acknowledged that did sign and seal the foregoing instrument and that the same is the free act and deed of each of them, for the uses and purposes therein named.

Given under my Hand and Official Seal, the day and year aforesaid.

Kenneth Still
Kenneth Still,
My Com. Exp. 10/10/53



Know all Men, That of the County of and State of the Part of the Second Part in the within Contract described, made by

to on the day of A. D. 19 do hereby Assign, Transfer and Set Over the said Contract unto with all the property, rights of property, interests, powers and possessions of every kind therein conveyed to In Have and in Hold to assignee aforesaid, and to legal successors in said property and rights, and to assigns forever.

In Witness Whereof, have hereunto set hand and seal this day of A. D. 19

Signed, sealed and delivered in presence of

SEAL
SEAL
SEAL

The State of Ohio,

County, ss.

On this day of A. D. 19

a in and for said County, personally appeared the said and acknowledged that

did sign and seal the foregoing instrument and that the same is free act and deed Given under my Hand and Official Seal, the day and year aforesaid.

6849

INDEXED

OIL and GAS LEASE

FROM

TO

Acres.
Township.
County.
State.

RECEIVED FOR RECORD

April 4, A. D. 19 51,
at 11:30 o'clock, P. M.
Recorded April 6, A. D. 19 51,
in Medina County Records,
Volume 62, Lease Page 149-50
Gladys E. Handy, Recorder.

1951

Handwritten signature and notes

L84/1185

AFFID
 ASSIGNMENT
 PT. RELEASE O.R. Vol. 1234
 CANCELLATION Pg. 919
10-8-96

OIL AND GAS LEASE VOL 84 PAGE 185 7627

Agreement: Made and entered into the 24th day of July 1963 by and between John L. Slayton and Carol A. Slayton, Husband and Wife.

of R. R. # 1 Burbank, Ohio hereinafter called lessor (whether one or more), and SUN OIL CO. hereinafter called lessee:

Witnesseth: That the said lessor, for and in consideration of One & No/100 Dollars cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products: all that certain tract of land situate in the Township of Harrisville, County of Medina, State of Ohio, described as follows, to wit:

(123) acres located in lots (139, 140 and 150) and bounded as follows,

- Bounded on the North By - County Road # 92
- Bounded on the East By - D. Briggs - Garman Est.
- Bounded on the South By - County Road # 91
- Bounded on the West By - R. Harley - O. Stelzer

84918

RECEIVED FOR RECORD
AUG 15 1963
AUG 16 1963
MEDINA COUNTY RECORDS
Vol. 84 Page 185
Elin L. Phillips, Jr.
RECORDED
(123)

of Section Township Range and containing (123) acres, more or less.

It is agreed that this lease shall remain in force for a primary term of Five (5) years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lessee shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas. Where such gas is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the yearly delay rental as provided by the provisions of this lease, payable annually at the end of each year during which such gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as a producing property under the above paragraph setting forth the primary term hereof. Lessor is to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 21st day of July 1964, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the Direct to Lessor Bank at

or its successors, which shall continue as the depository regardless of changes in ownership of said land, the sum of One Hundred Twenty Three & No/100

dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for Twelve months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee and the depositing of such currency, draft or check in any postoffice, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinabove provided. And it is agreed that on the resumption of the payments of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals therein provided for shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land, for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants expressed or implied in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

Vol 84 Page 186

Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof, and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease, insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to the lessor the sum of One Hundred Dollars (\$100.00) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

IN TESTIMONY WHEREOF WE SIGN, This the 21th day of July 1963

Witnesses: Queen Le James x John L. Slayton (SEAL)
Marjorie Smith x Carol A. Slayton (SEAL)

THIS INSTRUMENT PREPARED BY SUN OIL COMPANY BY F. H. Lohmer Attorney in Fact DOCUMENTARY (SEAL)

STATE OF OHIO COUNTY OF MEDINA SS. ACKNOWLEDGMENT TO THE LEASE

On this 25th day of July, A.D. 1963, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared John L. Slayton, Carol A. Slayton

to me known as the person described in and who executed the foregoing instrument and acknowledged that they had executed the same as THEIR free act and deed.

My Commission Expires MARJORIE SMITH, Notary Public Notary Public My Commission Expires Oct. 6, 1963 Acting in Medina County

Oil and Gas Lease form with fields for FROM, TO, Dated, Section, Township, Range, No. Acres, County, Term, This instrument was filed for record on the day of 19 at o'clock m., and duly recorded in Book Page of the records of this office. By Register of Deeds Deputy When Recorded Return to

Printed by Petroleum Publishers, Inc., 446 Pleasant, Michigan Producers #38 Form Number L-2

96 APR 11 10:37

DATE/TIME _____

DOCUMENT NUMBER 668859 _____

VOL. 1158 _____ PAGES 773-829 _____

FEEES 230⁰⁰ _____

MEDINA COUNTY RECORDER
ROBERT A. HALE

(DO NOT REMOVE THIS COVER SHEET FROM THIS DOCUMENT)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("this Agreement"), made this 10th day of April, 1996, by and between CAROL SLAYTON, individually and as the Executrix of the Estate of John Slayton, having an address at 8212 White Road, Burbank, Ohio 44214 ("Slayton"), and BUCKEYE FACTORY SHOPS LIMITED PARTNERSHIP, a Delaware limited partnership having an address at c/o Prime Retail, L.P., 100 East Pratt Street, 19th Floor, Baltimore, Maryland 21202, Attention: Glenn D. Reschke ("Buckeye")

WITNESSETH, THAT WHEREAS

(1) Slayton is the owner of all of that land in Medina County, Ohio which is described in Exhibit A ("the Slayton Property");

(2) Buckeye is the owner of all of that land in Medina County, Ohio, which is described in Exhibit B (together with and including any portion of the Slayton Property subsequently acquired by Buckeye or its successors or assigns, "the Buckeye Property");

(3) Buckeye desires that Slayton grant to Buckeye certain easements benefiting the Buckeye Property, in, under, over and through a portion of the Slayton Property, for the construction, installation, maintenance, repair, replacement and use of a road permitting emergency access to and from the Buckeye Property, for storm, water and sanitary sewer lines and related underground facilities, for various other utility lines, and certain other easements as hereinafter described, all intended to serve improvements now or hereafter existing on the Buckeye Property; and

(4) Slayton is willing to grant such easements, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the entry into this Agreement by the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties hereto hereby agree as follows:

Section 1. Definitions. As used herein, the following terms have the following meanings:

"Land Records" means the recording offices for deeds and easements in Medina County, Ohio.

"Person" means a natural person, a trustee, a corporation, a partnership, a limited liability company and any other form of legal entity.

Section 2. Grant of Easements.

013-148-25-023

2.1. Slayton hereby grants and conveys to Buckeye, its successors and assigns of all or any portion of the Buckeye Property:

2.1.1. irrevocable, perpetual and non-exclusive easements (collectively, "the Storm Water Easement") in, under, over, and through all of those portions of the Slayton Property which are described in Exhibit C as the area of the North Storm Water Easement and the area of the South Storm Water Easement (collectively, "the Storm Water Easement Area"), for the construction, connection, installation, maintenance, repair, replacement and use of storm water underground discharge lines and related facilities (all of which, with all additions thereto or replacements thereof made within the Storm Water Easement Area pursuant to this Agreement, are collectively referred to herein as "the Storm Water Easement Facilities") serving or to serve the improvements now or hereafter existing on the Buckeye Property; and

2.1.2. an irrevocable, perpetual and non-exclusive easement ("the Emergency Access Easement") in, under, over and through all that part of the Slayton Property which is described in Exhibit D ("the Emergency Access Easement Area") for ingress and egress of emergency vehicles and other vehicles in an emergency situation between the Buckeye Property and White Road along and on a road to be built, repaired and maintained by Buckeye (all of which, with all additions thereto, or replacements thereof made within the Emergency Access Easement Area, are referred to herein as the "Emergency Access Easement Facilities"); and

2.1.3. an irrevocable, perpetual and non-exclusive easement ("the Fence Easement") in, under, over and through all that part of the Slayton Property which is described in Exhibit E ("the Fence Easement Area") for (a) ingress and egress between the Buckeye Property and the Fence Easement Area, and (b) the construction, connection, installation, maintenance, repair, replacement and use of a fence, containing materials and a style to be determined by Buckeye, along the western edge of the quarry lake located on the Slayton Property, and related facilities (all of which, with all additions thereto or replacements thereof made within the Fence Easement Area pursuant to this Agreement are referred to herein as "the Fence Facilities"); and

2.1.4. irrevocable, perpetual and non-exclusive easements (collectively "the Grading and Slope Easement") in, under, over and through all of those portions of the Slayton Property which are described in Exhibit F as the area of the West Grading Easement and the area of the East Grading Easement (collectively "the Grading and Slope Easement Area") for grading and slope improvements (all of which, with all additions thereto or replacements thereof made within the Grading and Slope Easement Area pursuant to this Agreement are referred to herein as the "Grading and Slope Easement Facilities"), in connection with the Emergency Access Easement Facilities; and

2.1.5. an irrevocable, perpetual and non-exclusive easement thirty-feet in width ("the Utilities Easement"; together with the Storm Water Easement, the Emergency Access Easement, the Fence Easement, and the Grading and Slope Easement, collectively, the "Buckeye Easements") in, under, over and through all that part of the Slayton Property

which is described in Exhibit G (the "Utilities Easement Area"; together with the Storm Water Easement Area, the Emergency Access Easement Area, the Fence Easement Area, and the Grading and Slope Easement Area, collectively, the "Buckeye Easement Areas") for the construction, connection, installation, maintenance, repair, replacement and use of underground water and sewer lines, and related facilities, electric, telephone and other communication lines and related facilities, and underground gas lines and related facilities (all of which, with all additions thereto or replacements thereof made within the Utilities Easement Area pursuant to this Agreement are referred to herein as the "Utilities Easement Facilities"; together with the Storm Water Easement Facilities, the Emergency Access Easement Facilities, the Fence Facilities, and the Grading and Slope Easement Facilities, collectively, "the Buckeye Easement Facilities") serving or to serve the improvements now or hereafter existing on the Buckeye Property; and

2.1.6. As part of the Buckeye Easements, temporary easements in, under, over and through an additional area of twenty-five (25) feet on either side of each of the Buckeye Easement Areas needed for use during the initial construction and installation, and any such repair or replacement of the Buckeye Easement Facilities.

2.2. Burden. The burden of the Buckeye Easements shall run with and bind on the title to the Buckeye Easement Areas and on Slayton and each Person owning any part of the Buckeye Easement Areas.

2.3. Benefit; use.

2.3.1. The benefit of the Buckeye Easements shall run with and only with the title to the Buckeye Property, but shall not run with the title to any land other than the Buckeye Property.

2.3.2. Buckeye's rights under subsection 2.1 shall in all respects be nonexclusive, and shall be exercised in common with the use of the Buckeye Easement Areas in the exercise of such, if any, rights as Slayton may have from time to time to use the Buckeye Easement Areas and the Buckeye Easement Facilities (but nothing in this Section shall be deemed in any way either to create or, if it now or hereafter exists independently of this Agreement, to limit, any such right in Slayton, it being intended by the parties hereto that, except as may be expressly set forth elsewhere in this Agreement, Slayton's rights from time to time to use the Buckeye Easement Areas and the Buckeye Easement Facilities be determined independently of the existence of this Agreement). Buckeye may not allow the direct or indirect use of the Buckeye Easement Areas or the Buckeye Easement Facilities by any Person other than Buckeye, its successors or assigns, any tenant or licensee of all, or any subdivision lot or other part, of the Buckeye Property, or any utility company providing utility service to the Buckeye Property within the Buckeye Easement Areas, and their respective invitees on the Buckeye Property.

2.3.3. Slayton may from time to time construct, or permit to be constructed, underground or aboveground storm water or other utility lines and facilities, and/or other improvements, but expressly excluding buildings of any type, in, under, over and through the

Buckeye Easement Areas and may maintain, repair, replace and use the same, all without the necessity of obtaining Buckeye's consent. If Slayton constructs or installs any such improvements within any of the Buckeye Easement Areas, it shall do so in a manner which does not interrupt Buckeye's use of the Buckeye Easement Facilities, and shall bear the expense of repairing any damage caused to the Buckeye Easement Facilities in the course of such construction or installation, or thereafter caused by Slayton's use of such improvements.

2.3.4. To the extent required by any government or quasi-governmental agency having jurisdiction after the date of this Agreement, Buckeye shall have the right to relocate any of the Buckeye Easement Facilities or Buckeye Easement Areas elsewhere on the Slayton Property, subject to Slayton's prior reasonable approval of the area of relocation. Furthermore, if required because of Buckeye's development requirements, Buckeye shall have the right to relocate any of the Buckeye Easement Facilities or Buckeye Easement Areas elsewhere on the Slayton Property, subject to Slayton's prior reasonable approval of the area of relocation. If the need for relocation arises because of either such event, Buckeye shall bear the cost of relocating any of the affected Buckeye Easement Facilities.

Section 3. Exercise of Easements.

3.1. Manner of Exercise. Any construction, installation, maintenance, repair, replacement or use of, or connection to, the Buckeye Easement Facilities shall be done by the party who undertakes the same, only in accordance with (a) all applicable law, ordinances, rules, and regulations of each governmental entity having jurisdiction over such activities, and (b) plans therefor which are prepared by such party at its sole expense.

3.2. Cost of installation. The cost of the initial installation of all or any part of the Buckeye Easement Facilities (including any extension thereof) shall be borne by the party exercising its right hereunder to install such easement facilities or part thereof.

3.3. Duty and cost of maintenance. After installation, Buckeye shall at its own expense.

3.3.1. from time to time perform all necessary maintenance and repair of, and replacements to, the Buckeye Easement Facilities or part thereof, and the respective Buckeye Easement Areas or parts thereof in which they were installed, and any other land or improvements damaged by its exercise of the Buckeye Easements or uses of the Buckeye Easement Areas in any manner, to the end that the Buckeye Easement Facilities and the Buckeye Easement Areas are maintained at all times in good order and repair; and

3.3.2. promptly restore the Buckeye Easement Areas, any improvements thereon and any other land or improvements which are damaged by any such exercise or use to its condition immediately before such installation or other exercise or use (including but not limited to (a) restoring any paving, landscaping or other improvements which may be disturbed by such work, and (b) stabilizing any ground areas affected thereby with adequate seeding and mulch or sod, if necessary).

3.4 Indemnification. Buckeye shall defend, indemnify and hold Slayton harmless against and from

3.4.1. all claims, actions, damages, liability or expense which Slayton, or its agents, employees or invitees, or any other Person, may incur in connection with any and all injuries to or deaths of Persons, or damage to real or personal property (including but not limited to the easement facilities themselves and any improvements on the Buckeye Property or Slayton Property) arising out of the exercise or use of any of the Buckeye Easements granted herein by Slayton, its agents, employees or invitees;

3.4.2. all mechanics', materialman's or other liens or claims arising out of any action taken by Buckeye or its agents, employees or invitees pursuant to this Agreement; and

3.4.3. any failure of the Buckeye Easement Facilities or (if arising out of the exercise of the Buckeye Easement) the Buckeye Easement Area, or the use thereof by Buckeye or any Person claiming through Buckeye, to conform to applicable law (including but not limited to the nonissuance of any governmental permit or approval required by applicable law in connection with any of the same).

3.5. Construction and maintenance procedures. Whenever Buckeye is constructing, installing, maintaining, repairing or replacing any of the Buckeye Easement Facilities, Buckeye shall (a) cause the respective Buckeye Easement Area and any land adjoining it to be kept reasonably clean and free for trash and building debris; (b) immediately on the completion of such activity, cause all such trash and debris to be removed from the respective Buckeye Easement Area or the rest of the Slayton Property, as the case may be, and any land adjoining the Buckeye Easement Area or the rest of the Slayton Property; (c) cause reasonable erosion control measures to be observed during the course of such actions; (d) refrain from discarding or depositing any dirt, trash or other debris upon any other land or improvements without the express written consent of its owner; (e) cause its agents, employees, contractors, subcontractors and other invitees to use reasonable care not to damage, or deposit mud, dirt or other debris on, any road, curbing, gutter, sidewalk, roadbed or unpaved right-of-way lying outside of the Buckeye Easement Area; and (f) repair or cure, and defend, indemnify and hold harmless Slayton from any liability and expense on account of, any such damage or deposit.

3.6. Easement Area Owner's Improvements. Except as is otherwise expressly set forth in this Agreement, nothing in this Agreement shall be deemed in any way to obligate maintain or repair any improvements made to the Buckeye Easement Areas by Slayton.

Section 4. Exchange of Additional Property In Connection with State Route 83 Right of Way. If required by the Ohio Department of Transportation ("ODOT") or if Buckeye otherwise needs additional right of way along State Route 83 in connection with the development of its entrance drive and the other improvements to be constructed upon the Buckeye Property, Slayton will convey to Buckeye or ODOT, as the case may be, such additional property needed along the right of way in exchange for Buckeye conveying to

Slayton, an equivalent amount of property in the area designated as the "Right of Way Exchange Area" on Exhibit H. Alternatively, if consented to by ODOT, Slayton will convey an easement interest in the additional required right of way along State Route 83 to ODOT or Buckeye, as the case may be, or their respective successors or assigns. The form of the easement shall be subject to the approval of Buckeye, Slayton and ODOT, which approval shall not be unreasonably withheld or delayed. The rights and obligations of the parties hereto may be specifically enforced.

Section 5. Option Property Grading Easement. In addition to the Buckeye Easements, Slayton hereby grants and conveys to Buckeye, its successors and assigns of all or any portion of the Buckeye Property, an irrevocable and non-exclusive easement (the "Option Property Grading Easement") in, under, over and through all that part of the Slayton Property which is described in Exhibit I (the "Option Property Grading Easement Area") for a period of two (2) years and six months (the "Option Property Grading Period") after the date of this Agreement for entering onto and grading the Option Property Grading Easement Area pursuant to a grading plan to be approved by Slayton, which approval shall not be unreasonably withheld or delayed. Slayton shall be entitled to remove the excess topsoil after any grading of the Option Property Grading Easement Area by Buckeye, provided Slayton does so as instructed by Buckeye. If Buckeye has not acquired all of the Option Property Grading Easement Area prior to the expiration of the Option Property Grading Period, within sixty (60) days after the expiration of the Option Property Grading Period, Buckeye will restore the topsoil and seed that portion of the Option Property Grading Easement Area not acquired, but only if Slayton has not removed the excess topsoil after Buckeye's grading operation as provided for above in this paragraph. Additionally, during the Option Property Grading Period, Buckeye, its successors and assigns and their respective agents, employees and contractors, shall be entitled to enter onto the Option Property Grading Easement Area and to make such investigations and studies of the Option Property Grading Easement area as they may deem necessary or appropriate.

Section 6. Notices. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be (a) in writing, and (b) deemed to have been provided (i) (1) on the third business day after being sent as certified or registered in the United States mails, postage prepaid, return receipt requested, or (2) on the next business day after being deposited (in time for delivery by such service on such business day with Federal Express or another national courier service), or (3) (if such party's receipt thereof is acknowledged in writing) on being sent by telefax or another means of immediate electronic communication, in each case to the address of such party set forth above or to such other address in the United States of America as such party may designate from time to time by notice to each other party hereto, or (ii) (if such party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to such party.

Section 7. General.

7.1. Effect. This Agreement (a) shall become effective on and only on its execution and delivery by each party hereto; and (b) represents the complete understanding

between or among the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, guaranties, warranties, promises, statements or agreements between or among the parties hereto as to the same. No determination by any court, governmental body or otherwise that any provision hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision hereof, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and be construed wherever possible as being consistent with, applicable law. No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made either expressly and in writing or pursuant to a provision hereof which expressly permits such waiver to be made in any other manner (and, without limiting the generality of the foregoing, no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made in any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance or right.

7.2. Amendment. This Agreement may be amended by and only by an instrument executed and delivered by each party hereto.

7.3. Applicable law. This Agreement shall be given effect and construed by application of the law of Ohio (without regard to the principles thereof governing conflicts of laws), and any action or proceeding arising hereunder shall be brought in the courts of Ohio, except that if it arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Ohio or any successor federal court having original jurisdiction.

7.4. Construction. As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed made in all such genders, (b) in the singular or plural number shall be deemed made, respectively, in the plural or singular number as well, and (c) to any Section, subsection, paragraph or subparagraph shall, unless expressly stated to the contrary therein, be deemed made to such Section, subsection, paragraph or subparagraph of this Agreement. The headings of such Sections, subsection, paragraphs and subparagraphs are provided herein only for convenience of reference, and shall not be considered in construing their contents. Any writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

7.5. Time of essence. Time shall be of the essence of this Agreement. Except that, whenever the last day for a party's exercise of any right or discharge of any obligation hereunder is a Saturday, Sunday or a statutory holiday to exercise such right or discharge such obligation.

7.6. Disclaimer of partnership status. Nothing in this Agreement shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

7.7 Effect of Agreement. Nothing in this Agreement shall be deemed in any way to grant any easement (other than the temporary easements referred to herein) in, over, under or through any of the Slayton Property, or any other land or improvements whatsoever, unless within the Buckeye Easement Areas.

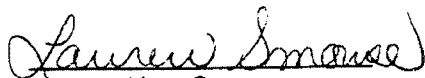
7.8 Liability. Neither the parties hereto nor any heirs, personal representatives, successors, or assigns shall have any liability hereunder for any expense or obligation whatsoever, unless such it accrues while such Person is the owner of record of the land with respect to which such expense or obligation accrued. Each such Person shall be personally liable for any such expense or obligation which accrues while such Person is the owner of record of such land, and such liability shall survive such Person's subsequent conveyance of such property of record to any other Person.

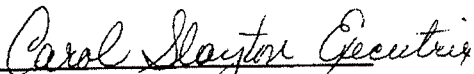
7.9 Easements to be private. Neither the declaration and grant of any easement herein, nor the use and enjoyment pursuant to this Agreement, shall be deemed in any way to create or confer on any member of the public any right to use or enjoy the same, or any estate therein.

IN WITNESS WHEREOF, each party hereto has executed and ensealed this Agreement or caused it to be executed and ensealed on its behalf by its duly authorized representative, the day and year first above written.


WITNESS or ATTEST:

ESTATE OF JOHN SLAYTON


LAUREN SMOUSE

By: 
Carol Slayton, Executrix

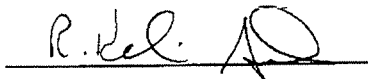

Stanley D. Scheetz

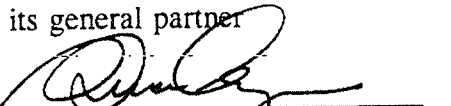

CAROL SLAYTON, Individually

BUCKEYE FACTORY SHOPS LIMITED
PARTNERSHIP, a Delaware
limited partnership

By: Prime Retail, L.P.,
its general partner

By: Prime Retail, Inc.,
its general partner



By: 
Name: R. BRUCE ANTHONY
Title: SR. V.P.
Date: 4/9/96

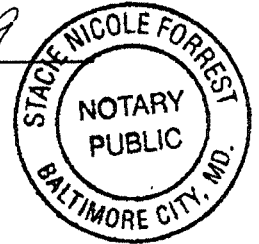
STATE OF Maryland
City of Baltimore
COUNTY OF Baltimore

Before me on this day personally appeared R Bruce Armitage, the Senior
Vice President of Prime Retail, Inc., known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and
consideration therein expressed, and as the act of said corporation as general partner of Prime Retail, L.P., a
general partner of Buckeye Factory Shops Limited Partnership.

Dated this 9th day of April, 1996.

Stacie Nicole Forrest
Notary Public

My commission expires: 8/8/99



STATE OF Ohio
COUNTY OF Medina

Before me on this day personally appeared Carol Slayton, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me that she executed said instrument for the
purposes and consideration therein expressed, and that it is her act and deed, as Executrix of the Estate of John
Slayton.

Dated this 15th day of April, 1996.

Lauren J Smouse
Notary Public

My commission expires: LAUREN J. SMOUSE
~~Notary Public, State of Ohio~~
My Commission Expires Oct. 29, 1997

STATE OF Ohio
COUNTY OF Medina

Before me on this day personally appeared Carol Slayton, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me that she executed said instrument for the
purposes and consideration therein expressed, and that it is her act and deed:

Dated this 15th day of April, 1996.

Lauren J Smouse
Notary Public

My commission expires: LAUREN J. SMOUSE
~~Notary Public, State of Ohio~~
My Commission Expires Oct. 29, 1997

*prepared by
Buckeye Factory Ltd Psp.*

EXHIBIT A

Description of the Slayton Property



**DESCRIPTION OF
PART TRACTS 10 THRU 14
CAROL A. AND JOHN L. SLAYTON LAND
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 10.0001 ACRES
MARCH 19, 1996**

Situate in Original Harrisville Township Lot 139, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and being part of the tracts of land conveyed to Carol A. and John L. Slayton as recorded in Official Record Volume 800, Page 667, Official Record Volume 800, Page 665 and Official Record Volume 803, Page 553, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest corner of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266, and the northeast corner of a tract of land conveyed to Orrin and Orpha Stelzer as recorded in Deed Volume 227, Page 241;

thence along the north line of said Original Harrisville Township Lot No. 139, the centerline of said White Road (County Highway #92) and the south line of said Hoge Subdivision No. 1, South eighty-eight degrees fifty minutes no seconds East (S88° 50'00"E) for eight hundred eighty-four and 79/100 feet (884.79') to the northeast corner of a tract of land conveyed by deed to Celia Patricia Ross as recorded in Deed Volume 494, Page 46, said corner being the **TRUE POINT OF BEGINNING** of the herein described tract of land;

thence continuing along the north line of said Original Harrisville Township Lot No. 139, the centerline of said White Road (County Highway #92) and the south line of said Hoge Subdivision No. 1, South eighty-eight degrees fifty minutes no seconds East (S88° 50'00"E) for eight hundred seventy-five and 00/100 feet (875.00') to the northwest corner of a tract of land conveyed by deed to David M. Slayton as recorded in Official Record Volume 705, Page 703;

409 East Monument Avenue
Dayton, Ohio 45402-1261
>>> 513.461.5660
Fax: 513.461.0743



Description of
Part Tracts 10 Thru 14
Carol A. and John L. Slayton Land
Harrisville Township, Ohio
Containing 10.0001 Acres

March 19, 1996

2

thence along the west line of said David M. Slayton land, South no degrees forty-nine minutes fifty-seven seconds West ($S00^{\circ}49'57''W$) for four hundred ninety-seven and $84/100$ feet (497.84') to a $5/8$ " iron pin (set);

thence over said Carol A. and John L. Slayton land, North eighty-eight degrees fifty minutes no seconds West ($N88^{\circ}50'00''W$) for eight hundred seventy-five and $00/100$ feet (875.00') to a $5/8$ " iron pin (set) in the east line of a tract of land conveyed by deed to Celia Patricia Ross as recorded in Deed Volume 494, page 46;

thence along the east line of said Celia Patricia Ross land, North no degrees forty-nine minutes fifty-seven seconds East ($N00^{\circ}49'57''E$) for four hundred ninety-seven and $84/100$ feet (497.84') to the **TRUE POINT OF BEGINNING**, containing ten hundred and $0001/10000$ (10.0001) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon said Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266.

WOOLPERT

Paul F. MacCallum

Paul F. MacCallum

Ohio Professional Surveyor #7561





**DESCRIPTION OF
PART TRACTS 5 THRU 8
CAROL A. AND JOHN L. SLAYTON LAND
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 8.0167 ACRES
MARCH 19, 1996**

Situate in Original Harrisville Township Lot 139, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and being part of the tracts of land conveyed to Carol A. and John L. Slayton as recorded in Official Record Volume 806, Page 616 and Official Record Volume 803, Page 553, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest corner of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266, and the northeast corner of a tract of land conveyed to Orrin and Orpha Stelzer as recorded in Deed Volume 227, Page 241;

thence along the north line of said Original Harrisville Township Lot No. 139, the centerline of said White Road (County Highway #92) and the south line of said Hoge Subdivision No. 1, South eighty-eight degrees fifty minutes no seconds East ($S88^{\circ}50'00''E$) for seven hundred nine and $79/100$ feet ($709.79'$) to the northwest corner of a tract of land conveyed by deed to Celia Patricia Ross as recorded in Deed Volume 494, Page 46;

thence along the west line of said Celia Patricia Ross land, South no degrees forty-nine minutes fifty-seven seconds West ($S00^{\circ}49'57''W$) for four hundred ninety-seven and $84/100$ feet ($497.84'$) to a $5/8''$ iron pin (found);

thence over said Carol A. and John L. Slayton land for the following three (3) courses:

409 East Monument Avenue
Dayton, Ohio 45402-1261
>>> 513.461.5660
Fax: 513.461.0743



March 19, 1996

2

Description of
Part Tracts 5 Thru 8
Carol A. and John L. Slayton Land
Harrisville Township, Ohio
Containing 8.0167 Acres

- 1) North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for five hundred eighty-four and 65/100 feet (584.65');
- 2) North one degree twenty-three minutes thirty seconds East (N01°23'30"E) for forty-one and 23/100 feet (41.23');
- 3) North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for one hundred thirty and 00/100 feet (130.00') to a 5/8" iron pin (set) in the centerline of said Avon Lake Road (State Route #83), said pin also being in the west line of said Original Harrisville Township Lot No. 139 and the east line of said Orrin and Orpah Stelzer land;

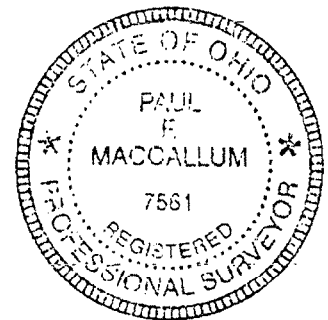
thence along said centerline of Avon Lake Road (State Route #83), and the west line of Original Harrisville Township Lot No. 139 and the east line of said Orrin and Orpah Stelzer land, North one degree twenty-three minutes thirty seconds East (N01°23'30"E) for four hundred fifty-six and 60/100 feet (456.60') to the point of beginning, containing eight and 0167/10000 (8.0167) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon said Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266.

WOOLPERT

Paul F. MacCallum

Paul F. MacCallum
Ohio Professional Surveyor #7561





**DESCRIPTION OF
PART TRACTS 1 THRU 4
JOHN L. AND CAROL A. SLAYTON LAND
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 80.4846 ACRES
MARCH 19, 1996**

Situate in Original Harrisville Township Lots No. 139, 140, 149, and 150, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and being part of the tracts of land conveyed to John L. and Carol A. Slayton as recorded in Deed Volume 289, Page 570 and Deed Volume 306, Page 279 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest corner of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266, and the northeast corner of a tract of land conveyed to Orrin and Orpha Stelzer as recorded in Deed Volume 227, Page 241;

thence along the north line of said Original Harrisville Township Lot No. 139, the centerline of said White Road (County Highway #92) and the south line of said Hoge Subdivision No. 1, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one thousand nine hundred thirty-four and 79/100 feet (1934.79') to the northeast corner of a tract of land conveyed by deed to David M. Slayton as recorded in Official Record Volume 705, Page 703, said corner being the **TRUE POINT OF BEGINNING** of the herein described tract of land;

thence continuing along the north line of said Original Harrisville Township Lot No. 139, the centerline of said White Road (County Highway #92) and the south line of said Hoge Subdivision No. 1, and its eastward extension said extension being the north line of Original Harrisville Township Lots No. 139 and 140, the south lines of tracts of land conveyed by deed Brian R. and Susan M. Robinson as recorded in Official Record Volume 627, Page 927, John Paul and Becky J. Springsteen as recorded in Deed Volume 509, Page 160, Robert P. and Sarah L. Leonard as recorded in Deed Volume 471, Page 278, Steven E. and P. Elaine Harvey as recorded in Deed Volume 470, Page 649, Beryl I. Briggs as recorded in Deed Volume 518, Page 651, and R.C. Realty as recorded in Official Record Volume 232, Page 849, for the following four (4) courses:

409 East Monument Avenue
Dayton, Ohio 45402-1261
▶▶▶ 513.461.5660
Fax: 513.461.0743



**Description of
Part Tracts 1 Thru 4
John L. and Carol A. Slayton Land
Harrisville Township, Ohio
Containing 80.4846 Acres**

March 19, 1996

2

- 1) South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for twenty-six and 13/100 feet (26.13');
- 2) South eighty-eight degrees twenty-six minutes twenty-two seconds East (S88°26'22"E) for four hundred ten and 88/100 feet (410.88');
- 3) South eighty-nine degrees nine minutes five seconds East (S89°09'05"E) passing at one hundred ninety-six and 19/100 feet (196.19') a 5/8" iron pin (found) at the Northeast corner of said Original Harrisville Township Lot 139, for a total distance of one thousand two hundred twenty-six and 87/100 feet (1226.87');
- 4) South eighty-nine degrees thirty-five minutes sixteen seconds East (S89°35'16"E) for two hundred ninety-six and 16/100 feet (296.16') to the northwest corner of a tract of land conveyed by deed to Baker Sand, Inc. as recorded in Deed Volume 291, Page 812;

thence along the west line of said Baker Sand, Inc. land for the following three (3) courses:

- 1) South one degree twelve minutes sixteen seconds West (S01°12'16"W) for one thousand six hundred ninety-three and 84/100 feet (1693.84') to 5/8" iron pin (set);
- 2) North eighty-eight degrees fifty-four minutes twenty-four seconds West (N88°54'24"W) for eighteen and 40/100 feet (18.40') to a 5/8" iron pin (set);
- 3) South one degree no minutes thirty seconds West (S01°00'30"W) for nine hundred two and 68/100 feet (902.68') to a 5/8" iron pin (set) in the centerline of Interstate Route 71;

thence along the centerline of said Interstate Route 71 for the following two (2) courses:

- 1) on a curve to the right with a radius of twelve thousand two hundred seventy-seven and 67/100 feet (12277.67') for an arc distance of five hundred thirty-three and 42/100 feet (533.41'), [chord bearing South eighty-seven degrees three minutes twenty-eight seconds West (S87°03'28"W) for five hundred thirty-three and 37/100 feet (533.37'), delta angle of said curve being two degrees twenty-nine minutes twenty-one seconds (2°29'21")] to a 5/8" iron pin (set) at the point of tangency;
- 2) South eighty-eight degrees eighteen minutes nine seconds West (S88°18'09"W) for seven hundred eighty-two and 34/100 feet (782.34') to a concrete monument (found) in the west line of Lot No. 150, also being the east line of Lot No. 149;

**Description of
Part Tracts 1 Thru 4
John L. and Carol A. Slayton Land
Harrisville Township, Ohio
Containing 80.4846 Acres**

March 19, 1996

3

thence along the west line of said Lot No. 150 and the east line of said Lot No. 149, North one degree four minutes thirty-three seconds East (N01°04'33"E) for one hundred fifty and 18/100 feet (150.18') to a 5/8" iron pin (set) in the north right-of-way line of said Interstate Route 71;

thence along said north right-of-way line, North eighty-eight degrees eighteen minutes nine seconds East (N88°18'09"E) for seven hundred eighty and 83/100 feet (780.83') to a 5/8" iron pin (found) at the southeast corner of a tract of land conveyed by deed to Orpha B. Stelzer as recorded in Deed Volume 187, Page 375;

thence along the east line of said Orpha B. Stelzer land, North one degree no minutes thirty-one seconds East (N01°00'31"E) for eight hundred sixty-five and 44/100 feet (865.44') to a concrete fence post (found) in the north line of said Orpha B. Stelzer land, also being the in the south line of a tract of land conveyed by deed to Don and Maryanna Hartley, Trustees of the Hartley Family Trust as recorded in Official Record Volume 851, Page 724, and the north line of said Lot No. 149 and the south line of said Lot No. 139;

thence along the south line of said Don and Maryanna Hartley land, also being the north line of said Lot No. 149 and the south line of said Lot No. 139, South eighty-eight degrees fifty-seven minutes twenty-nine seconds East (S88°57'29"E) for one hundred sixty-two and 73/100 feet (162.73');

thence departing said south line of said Don and Maryanna Hartley land, also being the north line of said Lot No. 149 and the south line of said Lot No. 139, and over said John L. and Carol A. Slayton land for the following thirteen (13) courses:

- 1) South no degrees forty-nine minutes fifty-seven seconds West (S00°49'57"W) for eight hundred thirty-seven and 51/100 feet (837.51') to a 5/8" iron pin (set);
- 2) North eighty-eight degrees eighteen minutes nine seconds East (N88°18'09"E) for one thousand fifty-nine and 63/100 feet (1059.63') to a 5/8" iron pin (set);
- 3) North no degrees no minutes no seconds East (N00°00'00"E) for four hundred twenty and 00/100 feet (420.00') to a 5/8" iron pin (set);
- 4) North ninety degrees no minutes no seconds West (N90°00'00"W) for fifteen and 00/100 feet (15.00') to a 5/8" iron pin (set);
- 5) North no degrees no minutes no seconds East (N00°00'00"E) for seven hundred forty-two and 65/100 feet (742.65') to a 5/8" iron pin (set);
- 6) North ninety degrees no minutes no seconds West (N90°00'00"W) for one hundred fifty-three and 19/100 feet (153.19') to a 5/8" iron pin (set);

Description of
Part Tracts 1 Thru 4
John L. and Carol A. Slayton Land
Harrisville Township, Ohio
Containing 80.4846 Acres

March 19, 1996

4

- 7) North no degrees no minutes no seconds East (N00°00'00"E) for two hundred forty-five and 00/100 feet (245.00') to a 5/8" iron pin (set);
- 8) North ninety degrees no minutes no seconds West (N90°00'00"W) for three hundred ninety-six and 70/100 feet (396.70') to a 5/8" iron pin (set);
- 9) North no degrees no minutes no seconds East (N00°00'00"E) for three hundred sixty-seven and 71/100 feet (367.71') to a 5/8" iron pin (set);
- 10) North twenty-eight degrees fifty minutes no seconds West (N28°50'00"W) for fifty-five and 40/100 feet (55.40') to a 5/8" iron pin (set) at a point of curvature;
- 11) on a curve to the left with a radius of three hundred eight and 53/100 feet (308.53') for an arc distance of three hundred twenty-three and 09/100 feet (323.09'), [chord bearing North fifty-eight degrees fifty minutes no seconds West (N58°50'00"W) for three hundred eight and 53/100 feet (308.53'), delta angle of said curve being sixty degrees no minutes no seconds (60°00'00")] to a 5/8" iron pin (set);
- 12) North one degree ten minutes no seconds East (N01°10'00"E) for ten and 00/100 feet (10.00') to a 5/8" iron pin (set);
- 13) North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for one hundred seventy-four and 33/100 feet (174.33') to a 5/8" iron pin (set) in the east line of said David M. Slayton land;

thence along the east line of said David M. Slayton land, North no degrees forty-nine minutes fifty-seven seconds East (N00°49'57"E) for four hundred ninety-seven and 84/100 feet (497.84') to the **TRUE POINT OF BEGINNING**, containing eighty and 4846/10000 (80.4846) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon said Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266.

WOOLPERT

Paul F. MacCallum

Paul F. MacCallum
Ohio Professional Surveyor #7561

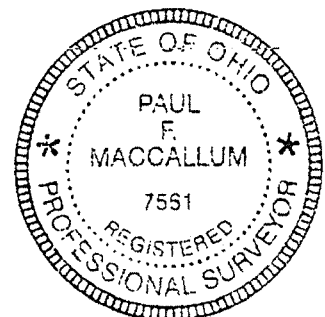


EXHIBIT B

Description of the Buckeye Property



**DESCRIPTION OF THE
CAROL SLAYTON PURCHASE PARCEL
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 43.9198 ACRES
MARCH 11, 1996**

Situate in Original Harrisville Township Lots 139, 140, 149 and 150, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and consisting of part of the tracts of land conveyed to Carol A. Slayton as recorded in Official Record Volume 800, Page 665, and Official Record Volume 800, Page 667, part of the tracts of land conveyed to John L. Slayton as recorded in Official Record Volume 803, Page 553, part of a tract of land conveyed to John L. Slayton as recorded in Deed Volume 495, Page 76, part of the tract of land conveyed to John L. and Carol Ann Slayton as recorded in Deed Volume 306, Page 279, and part of the tracts of land conveyed to John L. and Carol A. Slayton as recorded in Deed Volume 289, Page 570, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

PARCEL A

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266, and the northeast corner of a tract of land conveyed to Orrin and Orpah Stelzer as recorded in Deed Volume 227, Page 241;

thence along the west line of said Original Harrisville Township Lot 139, the centerline of said Avon Lake Road (State Route 83) and the east line of said Stelzer land, South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for four hundred fifty-six and 60/100 feet (456.60') to the southwest corner of a tract of land conveyed to Carol A. Slayton as recorded in Official Record Volume 806, Page 616 and being the **TRUE POINT OF BEGINNING** of the herein described Parcel 'A';

thence departing the west line of said Original Harrisville Township Lot 139 and the centerline of said Avon Lake Road (State Route 83) and along the south line of said Carol A. Slayton land for the following two (2) courses:

409 East Monument Avenue
Dayton, Ohio 45402-1261
513.461.5660
Fax: 513.461.0743



Description of
Carol Slayton Purchase Parcel
Harrisville Township, Ohio
Containing 43.9198 Acres

March 11, 1996
Page 2

1) South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred thirty and 00/100 feet (130.00');

2) South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for forty-one and 23/100 feet (41.23');

thence continuing along the south line of said Carol A. Slayton and said line's eastward extension, said extension being the south line of tracts of land conveyed to John L. Slayton as recorded in Official Record Volume 803, Page 553, the south line of another tract of land conveyed to Carol A. Slayton as recorded in Official Record Volume 806, Page 616, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for five hundred eighty-four and 65/100 feet (584.65') to a point in the west line of a tract of land conveyed to Celia Patricia Ross as recorded in Deed Volume 494, Page 46;

thence along the west line of said Ross land, South no degrees forty-nine minutes fifty-seven seconds West (S00°49'57"W) for one hundred thirty-three and 77/100 feet (133.77') to the southwest corner of said Ross land, and in the north line of a tract of land conveyed to Don and Maryanna Harley as Trustees of the Harley Family Trust as recorded in Official Record Volume 851, Page 724, said point hereinafter referred to as **Point 'A'**;

thence along the north line of said Harley Family Trust land, North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for seven hundred fifteen and 95/100 feet (715.95') to the northwest corner of said Harley Family Trust land and in the east line of said Orrin and Orpah Stelzer land and in the west line of said Original Harrisville Township Lot 139, said line also being the centerline of said Avon Lake Road;

thence along the east line of said Orrin and Orpah Stelzer land, the west line of said Lot 139 and the centerline of said Avon Lake Road, North one degree twenty-three minutes thirty seconds East (N01°23'30"E) for one hundred seventy-five and 00/100 feet (175.00') to the **TRUE POINT OF BEGINNING**, said Parcel 'A' containing two and 3196/10000 (2.3196) acres, more or less, and:

PARCEL B

Commencing for reference at the aforementioned Point 'A';

thence along the south line of said Ross Land, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred seventy-five and 00/100 feet (175.00') to the **TRUE POINT OF BEGINNING** of the herein described Parcel 'B' at the southeast corner of said Ross land;

Description of
Carol Slayton Purchase Parcel
Harrisville Township, Ohio
Containing 43.9198 Acres

March 11, 1996
Page 3

thence along the east line of said Ross land, North no degrees forty-nine minutes fifty-seven seconds East (N00°49'57"E) for one hundred thirty-three and 77/100 feet (133.77');

thence departing said Ross land on a new division line over said Slayton land, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for eight hundred seventy-five and 00/100 feet (875.00') to a point in the west line of a tract of land conveyed to David M. Slayton as recorded in Official Record Volume 705, Page 703;

thence along the west line of said David M. Slayton land, South no degrees forty-nine minutes fifty-seven seconds West (S00°49'57"W) for one hundred thirty-three and 77/100 feet (133.77') to the southwest corner of said David M. Slayton land, and in the north line of said Harley Family Trust land, said point hereinafter referred to as **Point 'B'**;

thence along the north line of said Harley Family Trust land, North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for eight hundred seventy-five and 00/100 feet (875.00');

to the **TRUE POINT OF BEGINNING**, said Parcel 'B' containing two and 6870/10000 (2.6870) acres, more or less, and:

PARCEL C

Commencing for reference at the aforementioned Point 'B';

thence along the south line of said David M. Slayton land, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred seventy-five and 00/100 feet (175.00') to the **TRUE POINT OF BEGINNING** of the herein described Parcel 'C' at the southeast corner of said David M. Slayton land;

thence along the east line of said David M. Slayton land, North no degrees forty-nine minutes fifty-seven seconds East (N00°49'57"E) for one hundred thirty-three and 77/100 feet (133.77');

thence departing said David M. Slayton land on a new division line over said Slayton land for the following thirteen (13) courses:

1) South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred seventy-four and 33/100 feet (174.33');

2) South one degree ten minutes no seconds West (S01°10'00"W) for ten and 00/100 feet (10.00');

Description of
Carol Slayton Purchase Parcel
Harrisville Township, Ohio
Containing 43.9198 Acres

March 11, 1996
Page 4

3) on a curve to the right with a radius of three hundred eight and 53/100 feet (308.53') for an arc distance of three hundred twenty-three and 09/100 feet (323.09'), [chord bearing South fifty-eight degrees fifty minutes no seconds East (S58°50'00"E) for three hundred eight and 53/100 feet (308.53'), delta angle of said curve being sixty degrees no minutes no seconds (60°00'00")] to a point of tangency;

4) South twenty-eight degrees fifty minutes no seconds East (S28°50'00"E) for fifty-five and 40/100 feet (55.40');

5) South no degrees no minutes no seconds East (S00°00'00"E) for three hundred sixty-seven and 71/100 feet (367.71');

6) North ninety degrees no minutes no seconds East (N90°00'00"E) for three hundred ninety-six and 70/100 feet (396.70');

7) South no degrees no minutes no seconds East (S00°00'00"E) for two hundred forty-five and 00/100 feet (245.00');

8) North ninety degrees no minutes no seconds East (N90°00'00"E) for one hundred fifty-three and 19/100 feet (153.19');

9) South no degrees no minutes no seconds East (S00°00'00"E) for seven hundred forty-two and 65/100 feet (742.65');

10) North ninety degrees no minutes no seconds East (N90°00'00"E) for fifteen and 00/100 feet (15.00');

11) South no degrees no minutes no seconds East (S00°00'00"E) for four hundred twenty and 00/100 feet (420.00');

12) South eighty-eight degrees eighteen minutes nine seconds West (S88°18'09"W) for one thousand fifty-nine and 63/100 feet (1059.63');

13) North no degrees forty-nine minutes fifty-seven seconds East (N00°49'57"E) for eight hundred thirty-seven and 51/100 feet (837.51') to the southeast corner of said Harley Family Trust land;

thence along the east line of said Harley Family Trust land, continuing North no degrees forty-nine minutes fifty-seven seconds East (N00°49'57"E) for one thousand fifty-seven and 43/100 feet (1057.43') to the **TRUE POINT OF BEGINNING** of said Parcel 'C', containing thirty-eight and 9132/10000 (38.9132) acres, more or less.

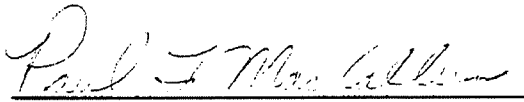
**Description of
Carol Slayton Purchase Parcel
Harrisville Township, Ohio
Containing 43.9198 Acres**

**March 11, 1996
Page 5**

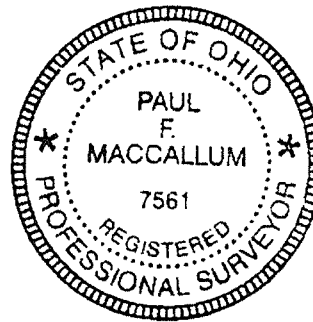
The above described Parcels A, B and C contain a combined total of forty-three and 9198/10000 acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon Hoge Subdivision No. 1 as recorded in Plat 17, Page 266.

WOOLPERT



Paul F. MacCallum
Ohio Professional Surveyor #7561





**DESCRIPTION OF
PART TRACT 15
DAVID M. SLAYTON LAND
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 0.5374 ACRES
MARCH 14, 1996**

Situate in Original Harrisville Township Lot 139, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and being part of the tract of land conveyed to David M. Slayton as recorded in Official Record Volume 705, Page 703, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest corner of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266, and the northeast corner of a tract of land conveyed to Orrin and Orpah Stelzer as recorded in Deed Volume 227, Page 241;

thence along the west line of said Original Harrisville Township Lot 139, the centerline of said Avon Lake Road (State Route 83) and the east line of said Stelzer land, South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for six hundred thirty-one and 60/100 feet (631.60') to the southwest corner of a tract of land conveyed to John L. Slayton as recorded in Deed Book 495, Page 76, said point also being the northwest corner of a tract of land conveyed to Don and Maryanna Harley as Trustees of the Harley Family Trust as recorded in Official Record Volume 851, Page 724;

thence departing the west line of said Original Harrisville Township Lot 139 and the centerline of said Avon Lake Road (State Route 83) and along the south line of said John L. Slayton land and said line eastward extension, said extension being the south line of a tract of land conveyed to Celia Patricia Ross as recorded in Deed Volume 494, Page 46, the south line of tracts of land conveyed to John L. Slayton as recorded in Official Record Volume 803, Page 553, the south line of tracts of land conveyed to Carol A. Slayton as recorded in Official Record Volume 800, Page 667 and Official Record Volume 800, Page 665, said line also being the north line of said Harley Family Trust Land, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one thousand seven hundred sixty-five and 95/100 feet (1765.95') to a 5/8" iron pin (found) at the southeast corner of one of the tracts of land conveyed to said Carol A. Slayton, said corner being the **TRUE POINT OF BEGINNING** of the herein described tract of land;

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Description of
Part Tract 15
David M. Slayton Land
Harrisville Township, Ohio
Containing 0.5374 Acres

March 14, 1996

thence along the east line of said Carol A. Slayton land, North no degrees forty-nine minutes fifty-seven seconds East (N00°49'57"E) for one hundred thirty-three and 77/100 feet (133.77') to a 5/8" iron pin (set);

thence over said David M. Slayton land on a new division line, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred seventy-five and 00/100 feet (175.00') to a 5/8" iron pin (set) in the west line of a tract of land conveyed to John L. and Carol A. Slayton as recorded in Deed Book 289, Page 570;

thence along the west line of said John and Carol Slayton land, South no degrees forty-nine minutes fifty-seven seconds West (S00°49'57"W) for one hundred thirty-three and 77/100 feet (133.77') to a 5/8" iron pin (set) at the northeast corner of said Harley Family Trust land;

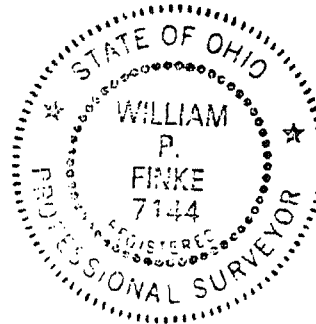
thence along the north line of said Harley Family Trust land, North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for one hundred seventy-five and 00/100 feet (175.00') to the **TRUE POINT OF BEGINNING** containing no and 5374/10000 (0.5374) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon said Hoge Subdivision No. 1 as recorded in Plat 17, Page 266.

WOOLPERT



William P. Finke
Ohio Professional Surveyor #7144



PERMANENT PARCEL NO. _____



**DESCRIPTION OF
PART TRACT 16
CELIA PATRICIA ROSS LAND
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 0.5374 ACRES
MARCH 14, 1996**

Situate in Original Harrisville Township Lot 139, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and being part of the tract of land conveyed to Celia Patricia Ross as recorded in Deed Volume 494, Page 46, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest corner of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266, and the northeast corner of a tract of land conveyed to Orrin and Orpah Stelzer as recorded in Deed Volume 227, Page 241;

thence along the west line of said Original Harrisville Township Lot 139, the centerline of said Avon Lake Road (State Route 83) and the east line of said Stelzer land, South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for six hundred thirty-one and 60/100 feet (631.60') to the southwest corner of a tract of land conveyed to John L. Slayton as recorded in Deed Book 495, Page 76, said point also being the northwest corner of a tract of land conveyed to Don and Maryanna Harley as Trustees of the Harley Family Trust as recorded in Official Record Volume 851, Page 724;

thence departing the west line of said Original Harrisville Township Lot 139 and the centerline of said Avon Lake Road (State Route 83) and along the south line of said John L. Slayton land and the north line of said Harley Family Trust Land, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for seven hundred fifteen and 95/100 feet (715.95') to a 5/8" iron pin (found) at the southeast corner of the tract of land conveyed to said John L. Slayton, said corner being the **TRUE POINT OF BEGINNING** of the herein described tract of land;

thence along the east line of said John L. Slayton land, North no degrees forty-nine minutes fifty-seven seconds East (N00°49'57"E) for one hundred thirty-three and 77/100 feet (133.77') to a 5/8" iron pin (found);

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>>> 513.461.5660
FAX: 513.461.0743



Description of
Part Tract 16
Celia Patricia Ross Land
Harrisville Township, Ohio
Containing 0.5374 Acres

March 14, 1996

2

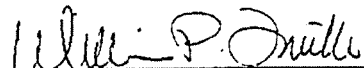
thence over said Celia Patricia Ross land on a new division line, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred seventy-five and 00/100 feet (175.00') to a 5/8" iron pin (set) in the west line of a tract of land conveyed to Carol A. Slayton as recorded in Official Record Volume 800, Page 667;

thence along the west line of said Carol A. Slayton land, South no degrees forty-nine minutes fifty-seven seconds West (S00°49'57"W) for one hundred thirty-three and 77/100 feet (133.77') to a 5/8" iron pin (found) in the north line of said Harley Family Trust land;

thence along the north line of said Harley Family Trust land, North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for one hundred seventy-five and 00/100 feet (175.00') to the **TRUE POINT OF BEGINNING** containing no and 5374/10000 (0.5374) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon said Hoge Subdivision No. 1 as recorded in Plat 17, Page 266.

WOOLPERT



William P. Finke

Ohio Professional Surveyor #7144



EXHIBIT C

Description of the Storm Water Easement Area



**DESCRIPTION OF
OFFSITE STORM WATER EASEMENTS
OVER SLAYTON LAND
HARRISVILLE TOWNSHIP, OHIO
DECEMBER 15, 1995**

Situate in Original Harrisville Township Lots 139, 140, and 150, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, being permanent easements for the construction operation and maintenance of storm water drainage systems over a tract of land conveyed to John L. and Carol A. Slayton as recorded in Deed Volume 289, Page 570 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) said permanent easements being more particularly described as follows:

NORTH STORM WATER EASEMENT

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266;

thence along the west line of said Original Harrisville Township Lot 139, the centerline of said Avon Lake Road (State Route 83) and the east line of said Stelzer land; South one-degree twenty-three minutes thirty seconds West (S01°23'30"W) for four hundred fifty-six and 60/100 feet (456.60') to the northwest corner of proposed Buckeye Factory Shops Subdivision;

thence along the perimeter of said proposed subdivision for the following seven (7) courses:

- 1) South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred thirty and 00/100 feet (130.00');
- 2) South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for forty-one and 23/100 feet (41.23');
- 3) South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one thousand nine hundred eighty-three and 98/100 feet (1983.98');

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 Fax 513.461.0733



**Description of
Offsite Storm Water Easements
Over Slayton Land
Harrisville Township, Ohio**

**December 15, 1995
Page 2**

4) South one degree ten minutes no seconds West ($S01^{\circ}10'00''W$) for ten and 00/100 feet (10.00');

5) on a curve to the right with a radius of three hundred eight and 53/100 feet (308.53') for an arc distance of three hundred twenty-three and 09/100 feet (323.09'), [chord bearing South fifty-eight degrees fifty minutes no seconds East ($S58^{\circ}50'00''E$) for three hundred eight and 53/100 feet (308.53'), delta angle of said curve being sixty degrees no minutes no seconds ($60^{\circ}00'00''$)] to a point of tangency;

6) South twenty-eight degrees fifty minutes no seconds East ($S28^{\circ}50'00''E$) for fifty-five and 40/100 feet (55.40');

7) South no degrees no minutes no seconds East ($S00^{\circ}00'00''E$) for forty-eight and 39/100 feet (48.39') to the **TRUE POINT OF BEGINNING** of the herein described permanent easement, said point hereinafter referred to as **Point 'C'**;

thence departing said proposed subdivision and over said Slayton land for the following three (3) courses:

1) North eighty-nine degrees twenty-nine minutes nine seconds East ($N89^{\circ}29'09''E$) for six hundred thirty-six and 20/100 feet (636.20');

2) South fifty-one degrees nine minutes thirty-two seconds East ($S51^{\circ}09'32''E$) for nine hundred forty-two and 52/100 feet (942.52');

3) South thirty-three degrees twelve minutes twenty-two seconds East ($S33^{\circ}12'22''E$) for one hundred eighty-four and 18/100 feet (184.18') to a point in the east line of said Slayton land;

thence along the east line of said Slayton land, South one degree twelve minutes sixteen seconds West ($S01^{\circ}12'16''W$) for sixty-one and 93/100 feet (61.93');

thence departing said east line and over said Slayton land for the following three (3) courses:

1) North thirty-three degrees twelve minutes twenty-two seconds West ($N33^{\circ}12'22''W$) for two hundred twenty-nine and 75/100 feet (229.75');

2) North fifty-one degrees nine minutes thirty-two seconds West ($N51^{\circ}09'32''W$) for nine hundred twenty-four and 47/100 feet (924.47');

**Description of
Offsite Storm Water Easements
Over Slayton Land
Harrisville Township, Ohio**

**December 15, 1995
Page 3**

3) South eighty-nine degrees twenty-nine minutes nine seconds West (S89°29'09"W) for six hundred twenty-four and 00/100 feet (624.00') to a point in an east line of said proposed subdivision;

thence along the east line of said proposed subdivision, North no degrees no minutes no seconds East (N00°00'00"E) for thirty-five and 00/100 feet (35.00') to the **TRUE POINT OF BEGINNING** and:

SOUTH STORM WATER EASEMENT

Commencing for reference at the aforementioned Point 'C';

thence along the perimeter of said proposed subdivision for the following seven (7) courses:

1) South no degrees no minutes no seconds East (S00°00'00"E) for three hundred nineteen and 32/100 feet (319.32');

2) North ninety degrees no minutes no seconds East (N90°00'00"E) for three hundred ninety-six and 70/100 feet (396.70');

3) South no degrees no minutes no seconds East (S00°00'00"E) for two hundred forty-five and 00/100 feet (245.00');

4) North ninety degrees no minutes no seconds East (N90°00'00"E) for one hundred fifty-three and 19/100 feet (153.19');

5) South no degrees no minutes no seconds East (S00°00'00"E) for seven hundred forty-two and 65/100 feet (742.65');

6) North ninety degrees no minutes no seconds East (N90°00'00"E) for fifteen and 00/100 feet (15.00');

7) South no degrees no minutes no seconds East (S00°00'00"E) for three hundred sixty-five and 07/100 feet (365.07') to the **TRUE POINT OF BEGINNING** of the herein described permanent easement:

thence departing said proposed subdivision and over said Slayton land for the following two (2) courses:

1) South eighty-nine degrees nineteen minutes twenty-four seconds East (S89°19'24"E) for five hundred sixty-nine and 77/100 feet (569.77');

**Description of
Offsite Storm Water Easements
Over Slayton Land
Harrisville Township, Ohio**

December 15, 1995

Page 4

2) North forty-five degrees five minutes eight seconds East (N45°05'08"E) for four hundred thirty-two and 43/100 feet (432.43') to a point in the east line of said Slayton land;

thence along the east line of said Slayton land, South one degree no minutes thirty seconds West (S01°00'30"W) for forty-three and 13/100 feet (43.13');

thence departing said east line and over said Slayton land for the following three (3) courses:

1) South forty-five degrees five minutes eight seconds West (S45°05'08"W) for four hundred fourteen and 06/100 feet (414.06');

2) North eighty-nine degrees nineteen minutes twenty-four seconds West (N89°19'24"W) for five hundred eighty-two and 02/100 feet (582.02') to a point in an east line of said proposed subdivision;

thence along the east line of said proposed subdivision, North no degrees no minutes no seconds East (N00°00'00"E) for thirty and 00/100 feet (30.00') to the **TRUE POINT OF BEGINNING**.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266.

WOOLPERT

Paul F. MacCallum

Paul F. MacCallum

Ohio Professional Surveyor #7561

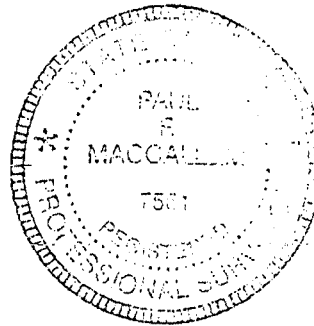


EXHIBIT D

Description of the Emergency Access Easement Area



**DESCRIPTION OF AN
EMERGENCY ACCESS EASEMENT
OVER SLAYTON LAND
HARRISVILLE TOWNSHIP, OHIO
DECEMBER 15 1995**

Situate in Original Harrisville Township Lot 139, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and being an easement for the construction, operation and maintenance of an emergency access drive over a tract of land conveyed to John L. and Carol A. Slayton as recorded in Deed Volume 289, Page 570, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) said permanent easement being more particularly described as follows:

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92);

thence along the north line of said Original Harrisville Township Lot No. 139 and the centerline of said White Road for the following three (3) courses:

- 1) South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one thousand nine hundred sixty and 92/100 feet (1960.92');
- 2) South eighty-eight degrees twenty-six minutes twenty-two seconds East (S88°26'22"E) for four hundred ten and 88/100 feet (410.88');
- 3) South eighty-nine degrees nine minutes five seconds East (S89°09'05"E) for seventy-three and 73/100 feet (73.73') to the **TRUE POINT OF BEGINNING** of the herein described permanent easement:

thence continuing along the north line of said Lot 139 and the centerline of said White Road, South eighty-nine degrees nine minutes five seconds East (S89°09'05"E) for thirty and 00/100 feet (30.00');

thence departing the north line of said Lot 139 and the centerline of said White Road and over said Slayton land for the following three (3) courses:

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**Description of An
Emergency Access Easement
Over Slayton Land
Harrisville Township, Ohio**

**December 15, 1995
Page 2**

1) South no degrees no minutes no seconds East (S00°00'00"E) for five hundred eighty-four and 50/100 feet (584.50') to a point of curvature;

2) on a curve to the right with a radius of one hundred twenty-three and 00/100 feet (123.00') for an arc distance of one hundred forty-six and 58/100 feet (146.58'), [chord bearing South thirty-four degrees eight minutes twenty-seven seconds West (S34°08'27"W) for one hundred thirty-eight and 06/100 feet (138.06'), delta angle of said curve being sixty-eight degrees sixteen minutes fifty-four seconds (68°16'54"')] to a point of tangency;

3) South sixty-eight degrees sixteen minutes fifty-four seconds West (S68°16'54"W) for eight and 52/100 feet (8.52') to a point in an east line of Proposed Buckeye Factory Shops Subdivision;

thence along the east line of said proposed subdivision, North twenty-eight degrees fifty minutes no seconds West (N28°50'00"W) for thirty and 24/100 feet (30.24');

thence departing said proposed subdivision and over said Slayton land for the following three (3) courses:

1) North sixty-eight degrees sixteen minutes fifty-four seconds East (N68°16'54"E) for twelve and 27/100 feet (12.27') to a point of curvature;

2) on a curve to the left with a radius of ninety-three and 00/100 feet (93.00') for an arc distance of one hundred ten and 83/100 feet (110.83'), [chord bearing North thirty-four degrees eight minutes twenty-seven seconds East (N34°08'27"E) for one hundred four and 39/100 feet (104.39'), delta angle of said curve being sixty-eight degrees sixteen minutes fifty-four seconds (68°16'54"')] to a point of tangency;

3) North no degrees no minutes no seconds East (N00°00'00"E) for five hundred eighty-four and 94/100 feet (584.94') to the **TRUE POINT OF BEGINNING**.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon Hoge Subdivision No. 1 as recorded in Plat 17, Page 266.

WOOLPERT

Paul F. MacCallum

Paul F. MacCallum
Ohio Professional Surveyor #7561



EXHIBIT E

Description of the Fence Easement Area



**DESCRIPTION OF
AN OFFSITE FENCE EASEMENT
OVER SLAYTON LAND
HARRISVILLE TOWNSHIP, OHIO
DECEMBER 15, 1995**

Situate in Original Harrisville Township Lots 140, and 150, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, being a permanent easement for the construction operation and maintenance of a fence over the tract of land conveyed to John L. and Carol A. Slayton as recorded in Deed Volume 289, Page 570, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) said permanent easement being more particularly described as follows:

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266;

thence along the west line of said Original Harrisville Township Lot 139, the centerline of said Avon Lake Road (State Route 83) and the east line of said Stelzer land. South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for four hundred fifty-six and 60/100 feet (456.60') to the northwest corner of proposed Buckeye Factory Shops Subdivision:

thence along the perimeter of said proposed subdivision for the following ten (10) courses:

- 1) South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred thirty and 00/100 feet (130.00');
- 2) South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for forty-one and 23/100 feet (41.23');
- 3) South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one thousand nine hundred eighty-three and 98/100 feet (1983.98');
- 4) South one degree ten minutes no seconds West (S01°10'00"W) for ten and 00/100 feet (10.00');



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**Description of
An Offsite Fence Easement
Over Slayton Land
Harrisville Township, Ohio**

**December 15, 1995
Page 2**

5) on a curve to the right with a radius of three hundred eight and 53/100 feet (308.53') for an arc distance of three hundred twenty-three and 09/100 feet (323.09'), [chord bearing South fifty-eight degrees fifty minutes no seconds East (S58°50'00"E) for three hundred eight and 53/100 feet (308.53'), delta angle of said curve being sixty degrees no minutes no seconds (60°00'00")] to a point of tangency;

6) South twenty-eight degrees fifty minutes no seconds East (S28°50'00"E) for fifty-five and 40/100 feet (55.40');

7) South no degrees no minutes no seconds East (S00°00'00"E) for three hundred sixty-seven and 71/100 feet (367.71');

8) North ninety degrees no minutes no seconds East (N90°00'00"E) for three hundred ninety-six and 70/100 feet (396.70');

9) South no degrees no minutes no seconds East (S00°00'00"E) for two hundred forty-five and 00/100 feet (245.00');

10) North ninety degrees no minutes no seconds East (N90°00'00"E) for one hundred fifty-three and 19/100 feet (153.19') to the **TRUE POINT OF BEGINNING** of the herein described permanent easement;

thence departing said proposed subdivision and over said Slayton land for the following five (5) courses:

1) North ninety degrees no minutes no seconds East (N90°00'00"E) for ten and 00/100 feet (10.00');

2) South no degrees no minutes no seconds East (S00°00'00"E) for seven hundred thirty-two and 65/100 feet (732.65');

3) North ninety degrees no minutes no seconds East (N90°00'00"E) for fifteen and 00/100 feet (15.00');

4) South no degrees no minutes no seconds East (S00°00'00"E) for four hundred twenty-nine and 70/100 feet (429.70');

5) South eighty-eight degrees eighteen minutes nine seconds West (S88°18'09"W) for ten and 00/100 feet (10.00') to the southeast corner of said proposed subdivision:

**Description of
An Offsite Fence Easement
Over Slayton Land
Harrisville Township, Ohio**

**December 15, 1995
Page 3**

thence along the perimeter of said proposed subdivision for the following three (3) courses:

1) North no degrees no minutes no seconds East (N00°00'00"E) for four hundred twenty and 00/100 feet (420.00');

2) North ninety degrees no minutes no seconds West (N90°00'00"W) for fifteen and 00/100 feet (15.00');

3) North no degrees no minutes no seconds East (N00°00'00"E) for seven hundred forty-two and 65/100 feet (742.65') to the **TRUE POINT OF BEGINNING**.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266.

WOOLPERT

Paul F. MacCallum

Paul F. MacCallum

Ohio Professional Surveyor #7561

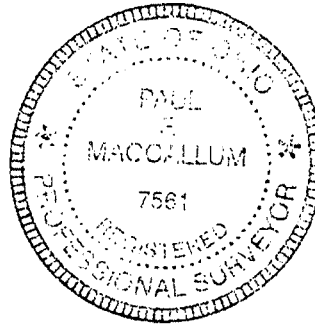


EXHIBIT F

Description of the Grading and Slope Easement Area



**DESCRIPTION OF
EASEMENTS FOR GRADING
OVER SLAYTON LAND
HARRISVILLE TOWNSHIP, OHIO
DECEMBER 15, 1995**

Situate in Original Harrisville Township Lot 139, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and being temporary easements for grading over a tract of land conveyed to John L. and Carol A. Slayton as recorded in Deed Volume 289, Page 570, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) said temporary easements being more particularly described as follows:

WEST GRADING EASEMENT

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92);

thence along the north line of said Original Harrisville Township Lot No. 139 and the centerline of said White Road for the following three (3) courses:

- 1) South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one thousand nine hundred sixty and 92/100 feet (1960.92');
- 2) South eighty-eight degrees twenty-six minutes twenty-two seconds East (S88°26'22"E) for four hundred ten and 88/100 feet (410.88');
- 3) South eighty-nine degrees nine minutes five seconds East (S89°09'05"E) for seventy-three and 73/100 feet (73.73') the northwest corner of a proposed emergency access easement, said point hereinafter referred to as **Point 'A'**;

thence departing the north line of said Lot 139 and the centerline of said White Road and along the west line of said proposed access easement, South no degrees no minutes no seconds East (S00°00'00"E) for one hundred ninety-five and 05/100 feet (195.05') to the **TRUE POINT OF BEGINNING** of the herein described temporary easement:

409 East Monument Avenue
 Dayton, Ohio 45402-1261
 513-461-5600
 Fax: 513-461-0741



Description of
Easements for Grading
Over Slayton Land
Harrisville Township, Ohio

December 15, 1995
Page 2

thence continuing along the west line of said proposed easement, South no degrees no minutes no seconds East (S00°00'00"E) for three hundred and 47/100 feet (300.47');

thence North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for twenty-three and 00/100 feet (23.00');

thence North no degrees no minutes no seconds East (N00°00'00"E) for three hundred and 00/100 feet (300.00');

thence North ninety degrees no minutes no seconds East (N90°00'00"E) for twenty-three and 00/100 feet (23.00') to the **TRUE POINT OF BEGINNING** and:

EAST GRADING EASEMENT

Commencing for reference at the aforementioned Point 'A':

thence South eighty-nine degrees nine minutes five seconds East (S89°09'05"E) for thirty and 00/100 feet (30.00') the northeast corner of a proposed emergency access easement:

thence departing the north line of said Lot 139 and the centerline of said White Road and along the east line of said proposed access easement, South no degrees no minutes no seconds East (S00°00'00"E) for two hundred ninety-six and 36/100 feet (296.36') to the **TRUE POINT OF BEGINNING** of the herein described temporary easement:

thence North ninety degrees no minutes no seconds East (N90°00'00"E) for thirty-three and 00/100 feet (33.00');

thence South no degrees no minutes no seconds East (S00°00'00"E) for two hundred and 00/100 feet (200.00');

thence North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for thirty-three and 01/100 feet (33.01') to a point in the east line of said proposed easement:

thence along the east line of said proposed easement, North no degrees no minutes no seconds East (N00°00'00"E) for one hundred ninety-nine and 33/100 feet (199.33') to the **TRUE POINT OF BEGINNING**:

Description of
Easements for Grading
Over Slayton Land
Harrisville Township, Ohio

December 15, 1995
Page 3

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon Hoge Subdivision No. 1 as recorded in Plat 17, Page 266.

WOOLPERT

Paul F. MacCallum

Paul F. MacCallum

Ohio Professional Surveyor #7561



EXHIBIT G

Description of the Utilities Easement Area



**DESCRIPTION OF AN
EASEMENT FOR UTILITIES
OVER SLAYTON LAND
HARRISVILLE TOWNSHIP, OHIO
DECEMBER 15 1995**

Situate in Original Harrisville Township Lots 139 and 140, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and being an easement for the construction, operation and maintenance of utilities over a tract of land conveyed to John L. and Carol A. Slayton as recorded in Deed Volume 289, Page 570, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) said permanent easement being more particularly described as follows:

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92);

thence along the north line of said Original Harrisville Township Lot No. 139 and the centerline of said White Road for the following three (3) courses:

- 1) South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one thousand nine hundred sixty and 92/100 feet (1960.92');
- 2) South eighty-eight degrees twenty-six minutes twenty-two seconds East (S88°26'22"E) for four hundred ten and 88/100 feet (410.88');
- 3) South eighty-nine degrees nine minutes five seconds East (S89°09'05"E) for ninety and 73/100 feet (90.73') to the **TRUE POINT OF BEGINNING** of the herein described permanent easement;

thence continuing along the north line of said Lot 139 and the centerline of said White Road, South eighty-nine degrees nine minutes five seconds East (S89°09'05"E) for thirty and 00/100 feet (30.00');

thence departing the north line of said Lot 139 and the centerline of said White Road and over said Slayton land for the following two (2) courses:

409 East Monument Avenue
 Dayton, Ohio 45402-1269
 513-461-5660
 Fax 513-461-0743



Description of
Easement for Utilities
Over Slayton Land
Harrisville Township, Ohio.

December 15, 1995

Page 2

1) South no degrees no minutes no seconds East (S00°00'00"E) for nine hundred ninety-eight and 93/100 feet (998.93');

2) South forty-one degrees thirty-nine minutes forty seconds East (S41°39'40"E) for one hundred and 13/100 feet (100.13') to a point in a north line of Proposed Buckeye Factory Shops Subdivision;

thence along the north line of said proposed subdivision, North ninety degrees no minutes no seconds West (N90°00'00"W) for ninety-six and 56/100 feet (96.56');

thence departing said proposed subdivision and over said Slayton land, North no degrees no minutes no seconds East (N00°00'00"E) for one thousand seventy-four and 18/100 feet (1074.18') to the **TRUE POINT OF BEGINNING**.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon Hoge Subdivision No. 1 as recorded in Plat 17, Page 266.

WOOLPERT

Paul F. MacCallum

Paul F. MacCallum

Ohio Professional Surveyor #7561

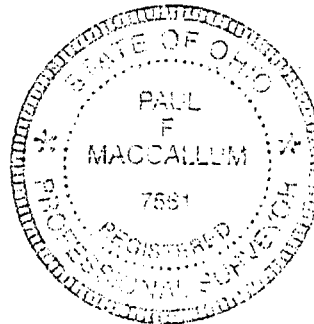


EXHIBIT H

Right of Way Exchange Area

Effective Solutions ▶▶▶



**DESCRIPTION OF THE
RIGHT-OF-WAY EXCHANGE AREA
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 0.0947 ACRES
APRIL 10, 1996**

Situate in Original Harrisville Township Lot 139, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and being part of a tract of land conveyed to Buckeye Factory Shops Limited Partnership as recorded in Official Record Volume _____, Page _____, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266, and the northeast corner of a tract of land conveyed to Orrin and Orpah Stelzer as recorded in Deed Volume 227, Page 241;

thence along the west line of said Original Harrisville Township Lot 139, the centerline of said Avon Lake Road (State Route 83) and the east line of said Stelzer land, South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for four hundred fifty-six and 60/100 feet (456.60') to the southwest corner of a tract of land conveyed to Carol A. Slayton as recorded in Official Record Volume 806, Page 616;

thence departing the west line of said Original Harrisville Township Lot 139 and the centerline of said Avon Lake Road (State Route 83) and along a south line of said Carol A. Slayton land, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for thirty and 00/100 feet (30.00') to the **TRUE POINT OF BEGINNING** of the herein described tract of land;

thence continuing along a south line of said Carol A. Slayton land, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred and 00/100 feet (100.00');

thence continuing along said Carol A. Slayton land, South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for forty-one and 23/100 feet (41.23');

409 East Monument Avenue
Duyton, Ohio 45402-1261
513.461.5660
Fax: 513.461.0743



**Description of
Right-of-Way Exchange Area
Harrisville Township, Ohio
Containing 0.0947 Acres**

**April 10, 1996
Page 2**

thence departing said Carol A. Slayton land on new division lines over said Buckeye Factory Shops land for the following two (2) courses:

1) North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for one hundred and 00/100 feet (100.00');

2) North one degree twenty-three minutes thirty seconds East (N01°23'30"E) for forty-one and 23/100 feet (41.23') to the **TRUE POINT OF BEGINNING** containing no and 947/10000 (0.0947) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon Hoge Subdivision No. 1 as recorded in Plat 17, Page 266.

WOOLPERT

Paul F. MacCallum

Paul F. MacCallum
Ohio Professional Surveyor #7561

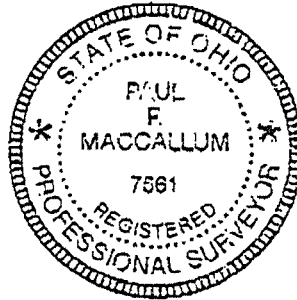


EXHIBIT I

Option Property Grading Easement Area



WOOLPERT

**DESCRIPTION OF
SLAYTON PROPERTY - OPTION PARCEL
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 58.059 ACRES
DECEMBER 15, 1995**

Situate in Original Harrisville Township Lots 139, 140, 149 and 150, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and consisting of part of the tracts of land conveyed to John L. and Carol A. Slayton as recorded in Deed Volume 289, Page 570, and Deed Volume 306, Page 279 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266;

thence along the west line of said Original Harrisville Township Lot 139, the centerline of said Avon Lake Road (State Route 83) and the east line of said Stelzer land. South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for four hundred fifty-six and 60/100 feet (456.60') to the southwest corner of a tract of land conveyed to Carol A. Slayton as recorded in Official Record Volume 806, Page 616;

thence departing the west line of said Original Harrisville Township Lot 139 and the centerline of said Avon Lake Road (State Route 83) and along the south line of said Carol A. Slayton land for the following two (2) courses:

- 1) South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred thirty and 00/100 feet (130.00');
- 2) South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for forty-one and 23/100 feet (41.23');

thence continuing along the south line of said Carol A. Slayton and said line's eastward extension, said extension being the south line of tracts of land conveyed to John L. Slayton as recorded in Official Record Volume 803, Page 553, the south line of another tract of land conveyed to Carol A. Slayton as recorded in Official Record Volume 806, Page 616 and a new

409 East Monument Avenue
Dayton, Ohio 45402-1261
513-461-5660
FAX: 513-461-0743



**Description of
Slayton Property-Option Parcel
Harrisville Township, Ohio
Containing 58.059 Acres**

**December 15, 1995
Page 2**

division line over a tract of land conveyed to Celia Patricia Ross as recorded in Deed Volume 494, Page 46, other tracts of land conveyed to Carol A. Slayton as recorded in Official Record Volume 800, Page 665 and Official Record Volume 800, Page 667, and tracts of land conveyed to John L. Slayton as recorded in Official Record Volume 803, Page 553, a tract of land conveyed to David M. Slayton as recorded in Official Record Volume 705, Page 703, and a tract of land conveyed to John L. and Carol A. Slayton as recorded in Deed Book 289, Page 570, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one thousand nine hundred eighty-three and 98/100 feet (1983.98') to the **TRUE POINT OF BEGINNING** of the herein described tract of land;

thence continuing over said John L. and Carol A. Slayton land, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one thousand seven hundred eighty-two and 42/100 feet (1782.42') to a point in the west line of a tract of land conveyed to Baker Sand, Inc. as recorded in Deed Volume 291, Page 812;

thence along the west line of said Baker Sand, Inc. land for the following three (3) courses:

- 1) South one degree twelve minutes sixteen seconds West (S01°12'16"W) for one thousand one hundred eighty-eight and 12/100 feet (1188.12') to a point in the south line of said Original Lot 140, said line also being the north line of said Original Harrisville Township Lot No. 150;
- 2) along the line common to said Lots 140 and 150, North eighty-eight degrees fifty-four minutes twenty-four seconds West (N88°54'24"W) for eighteen and 40/100 feet (18.40');
- 3) departing the line common to said Lots 140 and 150, South one degree no minutes thirty seconds West (S01°00'30"W) for nine hundred two and 68/100 feet (902.68') to a point in the centerline of Interstate Route 71 said line also being the north line of a tract of land conveyed to Robert E. and Madeline Lyon as recorded in Official Record Volume 610, Page 536;

thence along the centerline of said Interstate Route 71 and the north line of said Lyon land and said lines westward extension, said extension being the north line of a tract of land conveyed to Ross Richard Murray as recorded in Official Record Volume 211, Page 580, along on a curve to the right with a radius of twelve thousand two hundred seventy-seven and 67/100 feet (12277.67') for an arc distance of five hundred thirty-three and 41/100 feet (533.41'), [chord bearing South eighty-seven degrees three minutes twenty-eight seconds West (S87°03'28"W) for five hundred thirty-three and 37/100 feet (533.37'), delta angle of said curve being two degrees twenty-nine minutes twenty-one seconds (2°29'21")] to a point of tangency;

**Description of
Slayton Property-Option Parcel
Harrisville Township, Ohio
Containing 58.059 Acres**

**December 15, 1995
Page 3**

thence continuing along the centerline of said Interstate 71 and the north line of said Murray land, South eighty-eight degrees eighteen minutes nine seconds West (S88°18'09"W) for seven hundred eighty-two and 34/100 feet (782.34') to a concrete monument (found) in the west line of said Original Harrisville Township Lot 150, said line also being the east line of Original Harrisville Township Lot 149, said line also being the east line of a tract of land conveyed to Dennis B. and Judith S. Shell as recorded in Deed Volume 377 Page 232;

thence along the line common to said Lots 149 and 150 and the east line of said Shell land, North one degree four minutes thirty-three seconds East (N01°04'33"E) for one hundred fifty and 18/100 feet (150.18') to a point in the north limited access right-of-way line of said Interstate Route 71 also being the northeast corner of said Shell land;

thence along the north limited access right-of-way line of said Interstate Route 71 and the north line of said Shell land, South eighty-eight degrees eighteen minutes nine seconds West (S88°18'09"W) for seven hundred eighty and 83/100 feet (780.83') to a 5/8 inch iron pin (found) at the northwest corner of said Shell land, said point also being in the east line of a tract of land conveyed to Orpha B. Stelzer as recorded in Deed Volume 187, Page 375;

thence departing the north limited access right-of-way line of said Interstate 71 and along the east line of said Stelzer land, North one degree no minutes thirty-one seconds East (N01°00'31"E) for eight hundred sixty-five and 44/100 feet (865.44') to a concrete fence post (found) at the northeast corner of said Stelzer land said point also being in the north line of said Original Harrisville Township Lot 149, said line also being the south line of Original Harrisville Township Lot 139 and the south line of a tract of land conveyed to Don and Maryanna Harley as Trustees of the Harley Family Trust as recorded in Official Record Volume 851, Page 724:

thence along the south line of said Harley Family Trust land, South eighty-eight degrees fifty-seven minutes twenty-nine seconds East (S88°57'29"E) for one hundred sixty-two and 73/100 feet (162.73') to the southeast corner of said Harley Trust land;

thence departing said Harley Trust land and over said John L. and Carol A. Slayton lands on a new division line for the following twelve (12) courses:

- 1) South no degrees forty-nine minutes fifty-seven seconds West (S00°49'57"W) for eight hundred thirty-seven and 51/100 feet (837.51');
- 2) North eighty-eight degrees eighteen minutes nine seconds East (N88°18'09"E) for one thousand fifty-nine and 63/100 feet (1059.63');

Description of
Slayton Property-Option Parcel
Harrisville Township, Ohio
Containing 58.059 Acres

December 15, 1995
Page 4

- 3) North no degrees no minutes no seconds East (N00°00'00"E) for four hundred twenty and 00/100 feet (420.00');
- 4) North ninety degrees no minutes no seconds West (N90°00'00"W) for fifteen and 00/100 feet (15.00');
- 5) North no degrees no minutes no seconds East (N00°00'00"E) for seven hundred forty-two and 65/100 feet (742.65');
- 6) North ninety degrees no minutes no seconds West (N90°00'00"W) for one hundred fifty-three and 19/100 feet (153.19');
- 7) North no degrees no minutes no seconds East (N00°00'00"E) for two hundred forty-five and 00/100 feet (245.00');
- 8) North ninety degrees no minutes no seconds West (N90°00'00"W) for three hundred ninety-six and 70/100 feet (396.70');
- 9) North no degrees no minutes no seconds East (N00°00'00"E) for three hundred sixty-seven and 71/100 feet (367.71');
- 10) North twenty-eight degrees fifty minutes no seconds West (N28°50'00"W) for fifty-five and 40/100 feet (55.40') to a point of curvature;
- 11) on a curve to the left with a radius of three hundred eight and 53/100 feet (308.53') for an arc distance of three hundred twenty-three and 09/100 feet (323.09'), [chord bearing North fifty-eight degrees fifty minutes no seconds West (N58°50'00"W) for three hundred eight and 53/100 feet (308.53'), delta angle of said curve being sixty degrees no minutes no seconds (60°00'00")];
- 12) North one degree ten minutes no seconds East (N01°10'00"E) for ten and 00/100 feet (10.00') to the **TRUE POINT OF BEGINNING**, containing fifty-eight and 059/1000 (58.059) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

December 15, 1995

Page 5

Description of
Slayton Property-Option Parcel
Harrisville Township, Ohio
Containing 58.059 Acres.

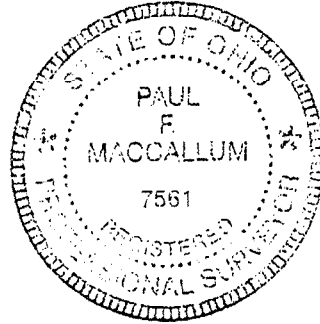
This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon Hoge Subdivision No. 1 as recorded in Plat 17, Page 266.

WOOLPERT

Paul F. MacCallum

Paul F. MacCallum

Ohio Professional Surveyor #7561



✓

98 APR 11 09:38

DATE/TIME _____

DOCUMENT NUMBER 668860

VOL. 1158 PAGES 830-865

FEES 146.00

MEDINA COUNTY RECORDER
ROBERT A. HALE

(DO NOT REMOVE THIS COVER SHEET FROM THIS DOCUMENT)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("this Agreement"), made this 10th day of April, 1996, by and between BUCKEYE FACTORY SHOPS LIMITED PARTNERSHIP, a Delaware limited partnership having an address at c/o Prime Retail, L.P., 100 East Pratt Street, 19th Floor, Baltimore, Maryland 21202, Attention: Glenn D. Reschke ("Buckeye"), and CAROL SLAYTON, individually and as the Executrix of the Estate of John Slayton, having an address at 8212 White Road, Burbank, Ohio 44214 ("Slayton").

WITNESSETH, THAT WHEREAS

(1) As of the date hereof, Buckeye is the owner of all of that land in Medina County, Ohio, which is described in Exhibit A ("the Buckeye Property");

(2) Slayton is the owner of all of that land in Medina County, Ohio which is described in Exhibit B ("the Slayton Property");

(3) Buckeye has an option on a portion of the Slayton Property described in Exhibit C (the "Option Property") pursuant to a Real Estate Option Agreement dated April 10, 1996, (the "Option Agreement");

(4) Slayton desires to obtain additional access to a portion of the Option Property described in Exhibit D (the "Benefitted Property") from the balance of the Option Property, and has required that Buckeye grant to Slayton an easement for such purpose and certain other easements as hereinafter described; and

(5) Buckeye is willing to grant such easements, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the entry into this Agreement by the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties hereto hereby agree as follows:

Section 1. Definitions. As used herein, the following terms have the following meanings:

"Land Records" means the recording offices for deeds and easements in Medina County, Ohio.

"Person" means a natural person, a trustee, a corporation, a partnership, a limited liability company and any other form of legal entity.

013-14D-25-023

Section 2. Grant of Easements.

2.1. Buckeye hereby grants and conveys to Slayton, her successors and assigns of all or any portion of the Benefitted Property:

2.1.1. an irrevocable, non-exclusive easement (the "Access Easement") over the roads and drives located and to be located on the Buckeye Property, from time to time, for ingress and egress to and from the Benefitted Property and the balance of the Option Property; and

2.1.2. an irrevocable, perpetual and non-exclusive right, if Buckeye fails to acquire the Option Property pursuant to the Option Agreement terms ("the Utilities Easement," together with the Access Easement, the "Slayton Easements") to connect to, at locations to be designated by Buckeye and subject to Slayton's reasonable approval, Buckeye's then existing utilities (the "Buckeye Utilities") located on the Buckeye Property for the sole purpose of servicing any improvements then or thereafter existing on the Benefitted Property, provided there is sufficient capacity to serve Slayton's intended improvements in excess of the capacity required for Buckeye's then existing and planned improvements; and

2.1.3. In connection with the Utilities Easement, a temporary easement in, under, over and through so much of the rest of the Buckeye Property as is reasonably needed for use during the initial connection and installation, and any such repair or replacement of the connections to the Buckeye Utilities. Buckeye and Slayton shall negotiate in good faith and execute and record any additional non-exclusive easements needed for the location of the underground utility lines between the points of connection with the Buckeye Utilities and the Benefitted Property.

2.2 With respect to the Access Easement, Buckeye may at its election from time to time, designate in writing a specific portion or portions of the Buckeye Property as the exact area of the Access Easement in which event all other portions of the Buckeye Property shall no longer be subject to the Access Easement, so long as the area designated pursuant to this Paragraph 2.2 is a reasonable accessway across the Buckeye Property to the Benefitted Property. Buckeye and Slayton do not intend that the Access Easement constitute a blanket easement. At the reasonable discretion of Buckeye, the specific portions so designated by Buckeye from time to time may be reflected in an amendment to this Agreement executed by Buckeye and recorded in the Land Records.

2.3. Burden. The burden of the Slayton Easements shall run with and bind on the title to the Buckeye Property and on Buckeye and each Person owning any part of the Buckeye Property.

2.4. Benefit; use.

2.4.1. The benefit of the Slayton Easements shall run with and only with the title to the Benefitted Property, but shall not run with the title to any land other than the Benefitted Property.

2.4.2. Slayton's rights under subsection 2.1 shall in all respects be non-exclusive, and shall be exercised in common with the use of the Buckeye Property by Buckeye and its successors and assigns. Slayton may not allow the direct or indirect use of the Slayton Easements by any Person other than Slayton, any tenant or licensee of all, or any subdivision lot or other part, of the Benefitted Property, and their respective invitees on the Benefitted Property.

2.5 Termination of Slayton Easements. Notwithstanding anything contained herein to the contrary, the Slayton Easements shall terminate and be of no further force or effect if Buckeye or its successors or assigns acquire title to the Benefitted Property. Furthermore, the Access Easement will terminate, if not sooner terminated, at such time that common ownership of the Benefitted Property and the balance of the Option Property ceases to exist. It is the parties intent that, in either situation, the termination will occur without any further act required by Buckeye or Slayton. Slayton agrees that upon termination of any of the Slayton Easements, it shall execute and deliver for recording at Buckeye's expense a release of the easement so terminated.

2.6. Slayton Development. If Buckeye does not acquire the Benefitted Property pursuant to the terms of the Option Agreement, at such time that Slayton or its successors or assigns desire to develop the Benefitted Property after the expiration of Option Agreement term, Buckeye and Slayton shall negotiate in good faith a reciprocal easement agreement containing terms reasonably acceptable to Buckeye and Slayton and providing for permanent access to the Benefitted Property, pro rata contributions for maintenance of the permanent access based on the square footage of the improvements located on the Benefitted Property and on the Buckeye Property respectively, and utility costs of permanent access lighting after normal business hours. Additionally, after the expiration of the Option Agreement term, Slayton and Buckeye will negotiate in good faith and enter into a recordable agreement providing for typical use restrictions designed to protect the value of the improvements on the Slayton Property and the value of the improvements on the Buckeye Property, encumbering the property then owned by Buckeye and the property then owned by Slayton. In addition to any other rights provided for in this Agreement, the provisions of this Section 2.6 shall be specifically enforceable by Buckeye and Slayton, and their respective successors and assigns.

Section 3. Exercise of Easements.

3.1. Manner of Exercise. Any construction, installation, maintenance, repair, replacement or use of, or connection to, the Buckeye Utilities pursuant to the Utilities

Easement shall be done by Slayton only in accordance with (a) all applicable law, ordinances, rules, and regulations of each governmental entity having jurisdiction over such activities, and (b) plans therefore providing for underground utilities and which are prepared by Slayton at its sole expense and which shall be approved by Buckeye, which approval shall not be unreasonably withheld. Notwithstanding the above, Slayton shall have no right to enter onto the Buckeye Property for purposes of constructing, installing, maintaining, repairing or replacing any roads or drives located on the Buckeye Property.

3.2. Cost of installation. The cost of connecting to any utilities on the Buckeye Property pursuant to the Utilities Easement shall be borne by Slayton. Under no circumstances will Slayton be obligated to reimburse Buckeye's cost of installation for Buckeye's utilities nor shall Slayton be obligated to Buckeye for any tap fees or front foot benefit assessments associated with the utilities installed in connection with the improvements on the Buckeye Property. Nevertheless, Slayton shall be responsible for any connection charges or other assessments made by any utility or governmental or quasi-government body or agency having jurisdiction, incurred by or assessed to either Buckeye or Slayton because of Slayton's connection to any of the Buckeye utilities.

3.3. Duty and cost of maintenance. Slayton shall at its own expense

3.3.1. from time to time perform all necessary maintenance and repair of, and replacements to, the connections to the Buckeye Utilities, and any land or improvements damaged by its exercise of the Slayton Easements or uses of the Buckeye Property in any manner, to the end that the Buckeye Property impacted is maintained at all times in good order and repair; and

3.3.2. promptly restore the Buckeye Property, any improvements thereon and any other land or improvements which are damaged by any such exercise or use of the Slayton Easements to its condition immediately before such exercise or use of the Slayton Easements (including but not limited to (a) restoring any paving, landscaping or other improvements which may be disturbed by such work, and (b) stabilizing any ground areas affected thereby with adequate seeding and mulch or sod, if necessary).

3.4. Indemnification. Slayton shall defend, indemnify and hold Buckeye, and its successors and assigns, harmless against and from

3.4.1. all claims, actions, damages, liability or expense which Buckeye, or its agents, employees, invitees or any other Person, may incur in connection with any and all injuries to or deaths of Persons, or damage to real or personal property (including but not limited to any easement facilities and any improvements on the Buckeye Property or Slayton Property) arising out of the exercise or use of any of the Slayton Easements granted herein by Buckeye;

3.4.2. all mechanics', materialman's and other liens or claims arising out of any action taken by Slayton or its agents, employees or invitees pursuant to this Agreement; and

3.4.3. any failure of the connections to the Buckeye Utilities or the use thereof by Slayton or any Person claiming through Slayton, to conform to applicable law (including but not limited to the nonissuance of any governmental permit or approval required by applicable law in connection with any of the same).

3.5. Construction and maintenance procedures. Whenever Slayton is constructing, installing, maintaining, repairing or replacing any of the connections to the Buckeye Utilities, Slayton shall (a) cause the affected portion of the Buckeye Property and any land adjoining it to be kept reasonably clean and free for trash and building debris; (b) immediately on the completion of such activity, cause all such trash and debris to be removed from the affected portion of the Buckeye Property and the rest of the Buckeye Property, as the case may be, and any land adjoining such areas; (c) cause reasonable erosion control measures to be observed during the course of such actions; (d) refrain from discarding or depositing any dirt, trash or other debris upon any other land or improvements without the express written consent of its owner; (e) cause its agents, employees, contractors, subcontractors and other invitees to use reasonable care not to damage, or deposit mud, dirt or other debris on, any road, curbing, gutter, sidewalk, roadbed or unpaved right-of-way on the Buckeye Property; and (f) repair or cure, and defend, indemnify and hold harmless Buckeye from any liability and expense on account of, any such damage or deposit. Furthermore, during any work on the Buckeye Property pursuant to the Slayton Easements, Slayton shall undertake such work so as to avoid any disruption or interference with the traffic flow into and within the Buckeye Property.

3.6 Relocation of Roads and Utilities. Buckeye shall have the right to relocate (i) any roads and drives located on the Buckeye Property, (ii) the location of any Buckeye Utilities, and (iii) the location of Slayton's connections to the Buckeye Utilities pursuant to the Slayton Easements. In any such case, the cost of relocating the roads, drives, Buckeye Utilities, or any connections to the Buckeye Utilities shall be borne by Buckeye. Under no circumstance will Buckeye be liable to Slayton for interruption of utility service through the Buckeye Utilities.

Section 4. Notices. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be (a) in writing, and (b) deemed to have been provided (i) (1) on the third business day after being sent as certified or registered in the United States mails, postage prepaid, return receipt requested, or (2) on the next business day after being deposited (in time for delivery by such service on such business day with Federal Express or another national courier service), or (3) (if such party's receipt thereof is acknowledged in writing) on being sent by telefax or another means of immediate electronic communication, in each case to the address of such party set forth above or to such other address in the United States of America as such party may designate from time to time by notice to each other party hereto, or (ii) (if such party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to such party.

Section 5. General.

5.1. Effect. This Agreement (a) shall become effective on and only on its execution and delivery by each party hereto; and (b) represents the complete understanding between or among the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, guaranties, warranties, promises, statements or agreements between or among the parties hereto as to the same. No determination by any court, governmental body or otherwise that any provision hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision hereof, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and be construed wherever possible as being consistent with, applicable law. No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made either expressly and in writing or pursuant to a provision hereof which expressly permits such waiver to be made in any other manner (and, without limiting the generality of the foregoing, no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made in any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance or right.

5.2. Amendment. This Agreement may be amended by and only by an instrument executed and delivered by each party hereto.

5.3. Applicable law. This Agreement shall be given effect and construed by application of the law of Ohio (without regard to the principles thereof governing conflicts of laws), and any action or proceeding arising hereunder shall be brought in the courts of Ohio, except that if it arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Ohio or any successor federal court having original jurisdiction.

5.4. Construction. As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed made in all such genders, (b) in the singular or plural number shall be deemed made, respectively, in the plural or singular number as well, and (c) to any Section, subsection, paragraph or subparagraph shall, unless expressly stated to the contrary therein, be deemed made to such Section, subsection, paragraph or subparagraph of this Agreement. The headings of such Sections, subsection, paragraphs and subparagraphs are provided herein only for convenience of reference, and shall not be considered in construing their contents. Any writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

5.5. Time of essence. Time shall be of the essence of this Agreement. Except that, whenever the last day for a party's exercise of any right or discharge of any obligation hereunder is a Saturday, Sunday or a statutory holiday to exercise such right or discharge such obligation.

5.6 Disclaimer of partnership status. Nothing in this Agreement shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

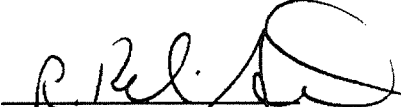
5.7 Effect of Agreement. Nothing in this Agreement shall be deemed in any way to grant any easement (other than the temporary easements referred to herein) in, over, under or through any of the Buckeye Property, or any other land or improvements whatsoever, unless within the Slayton Easement Areas.

5.8 Liability. Neither the parties hereto nor any heirs, personal representatives, successors, or assigns shall have any liability hereunder for any expense or obligation whatsoever, unless it accrues while such Person is the owner of record of the land with respect to which such expense or obligation accrued. Each such Person shall be personally liable for any such expense or obligation which accrues while such Person is the owner of record of such land, and such liability shall survive such Person's subsequent conveyance of such property of record to any other Person.

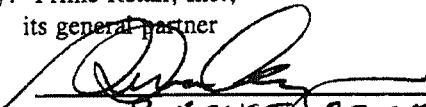
5.9 Easements to be private. Neither the declaration and grant of any easement herein, nor the use and enjoyment pursuant to this Agreement, shall be deemed in any way to create or confer on any member of the public any right to use or enjoy the same, or any estate therein.

IN WITNESS WHEREOF, each party hereto has executed and ensealed this Agreement or caused it to be executed and ensealed on its behalf by its duly authorized representative, the day and year first above written.


WITNESS or ATTEST:

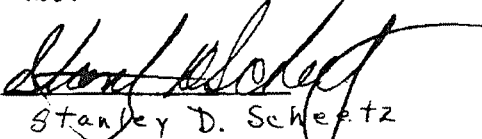

R. Kelvin Antill

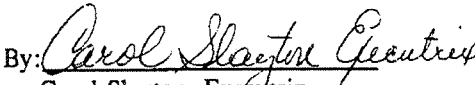
BUCKEYE FACTORY SHOPS LIMITED
PARTNERSHIP, a Delaware
limited partnership
By: Prime Retail, L.P.,
its general partner
By: Prime Retail, Inc.,
its general partner

By: 
Name: R. BUCKEYE ANTILL
Title: SR. V.P.
Date: 4/9/96

ESTATE OF JOHN SLAYTON


Lauren Smouse


Stanley D. Schweetz

By: 
Carol Slayton, Executrix


CAROL SLAYTON, Individually

J:\LEGAL\KELVINA\BUCKEYE\SLAYTONS.REV 7

prepared by: Buckeye Factory
Ltd P4p.

OR 1158 PG 837

STATE OF Maryland
City Baltimore
COUNTY OF Baltimore

Before me on this day personally appeared R. Bruce Cleminger, the Senior Vice President of Prime Retail, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation as general partner of Prime Retail, L.P., a general partner of Buckeye Factory Shops Limited Partnership.

Dated this 9th day of April, 1996.

[Signature]
Notary Public

My commission expires: 8/8/99



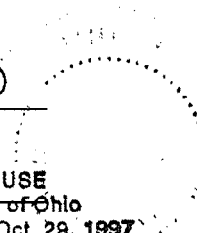
STATE OF Ohio
COUNTY OF Medina

Before me on this day personally appeared Carol Slayton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed said instrument for the purposes and consideration therein expressed, and that it is her act and deed, as Executrix of the Estate of John Slayton.

Dated this 10th day of April, 1996.

[Signature]
Notary Public

My commission expires: LAUREN J. SMOUSE
~~Notary Public, State of Ohio~~
My Commission Expires Oct. 29, 1997



STATE OF Ohio
COUNTY OF Medina

Before me on this day personally appeared Carol Slayton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed said instrument for the purposes and consideration therein expressed, and that it is her act and deed.

Dated this 10th day of April, 1996.

[Signature]
Notary Public

My commission expires: LAUREN J. SMOUSE
~~Notary Public, State of Ohio~~
My Commission Expires Oct. 29, 1997

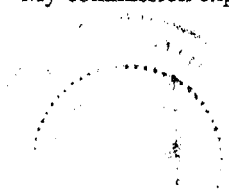


EXHIBIT A

Description of the Buckeye Property



**DESCRIPTION OF
PART TRACT 15
DAVID M. SLAYTON LAND
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 0.5374 ACRES
MARCH 14, 1996**

Situate in Original Harrisville Township Lot 139, Township 1, Range 16 of the Connecticut-Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and being part of the tract of land conveyed to David M. Slayton as recorded in Official Record Volume 705, Page 703, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest corner of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266, and the northeast corner of a tract of land conveyed to Orrin and Orpah Stelzer as recorded in Deed Volume 227, Page 241;

thence along the west line of said Original Harrisville Township Lot 139, the centerline of said Avon Lake Road (State Route 83) and the east line of said Stelzer land, South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for six hundred thirty-one and 60/100 feet (631.60') to the southwest corner of a tract of land conveyed to John L. Slayton as recorded in Deed Book 495, Page 76, said point also being the northwest corner of a tract of land conveyed to Don and Maryanna Harley as Trustees of the Harley Family Trust as recorded in Official Record Volume 851, Page 724;

thence departing the west line of said Original Harrisville Township Lot 139 and the centerline of said Avon Lake Road (State Route 83) and along the south line of said John L. Slayton land and said line eastward extension, said extension being the south line of a tract of land conveyed to Celia Patricia Ross as recorded in Deed Volume 494, Page 46, the south line of tracts of land conveyed to John L. Slayton as recorded in Official Record Volume 803, Page 553, the south line of tracts of land conveyed to Carol A. Slayton as recorded in Official Record Volume 800, Page 667 and Official Record Volume 800, Page 665, said line also being the north line of said Harley Family Trust Land, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one thousand seven hundred sixty-five and 95/100 feet (1765.95') to a 5/8" iron pin (found) at the southeast corner of one of the tracts of land conveyed to said Carol A. Slayton, said corner being the **TRUE POINT OF BEGINNING** of the herein described tract of land;

409 East Monument Avenue
Dayton, Ohio 45402-1261
513.461.5660
Fax: 513.461.0743



Description of
Part Tract 15
David M. Slayton Land
Harrisville Township, Ohio
Containing 0.5374 Acres

March 14, 1996

2

thence along the east line of said Carol A. Slayton land, North no degrees forty-nine minutes fifty-seven seconds East (N00°49'57"E) for one hundred thirty-three and 77/100 feet (133.77') to a 5/8" iron pin (set);

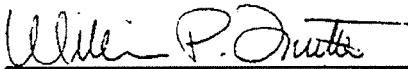
thence over said David M. Slayton land on a new division line, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred seventy-five and 00/100 feet (175.00') to a 5/8" iron pin (set) in the west line of a tract of land conveyed to John L. and Carol A. Slayton as recorded in Deed Book 289, Page 570;

thence along the west line of said John and Carol Slayton land, South no degrees forty-nine minutes fifty-seven seconds West (S00°49'57"W) for one hundred thirty-three and 77/100 feet (133.77') to a 5/8" iron pin (set) at the northeast corner of said Harley Family Trust land;

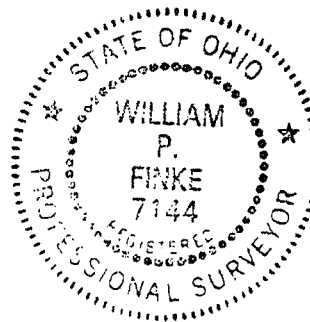
thence along the north line of said Harley Family Trust land, North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for one hundred seventy-five and 00/100 feet (175.00') to the **TRUE POINT OF BEGINNING** containing no and 5374/10000 (0.5374) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon said Hoge Subdivision No. 1 as recorded in Plat 17, Page 266.

WOOLPERT



William P. Finke
Ohio Professional Surveyor #7144



PERMANENT PARCEL NO. _____



**DESCRIPTION OF
PART TRACT 16
CELIA PATRICIA ROSS LAND
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 0.5374 ACRES
MARCH 14, 1996**

Situate in Original Harrisville Township Lot 139, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and being part of the tract of land conveyed to Celia Patricia Ross as recorded in Deed Volume 494, Page 46, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest corner of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266, and the northeast corner of a tract of land conveyed to Orrin and Orpah Stelzer as recorded in Deed Volume 227, Page 241;

thence along the west line of said Original Harrisville Township Lot 139, the centerline of said Avon Lake Road (State Route 83) and the east line of said Stelzer land, South one degree twenty-three minutes thirty seconds West ($S01^{\circ}23'30''W$) for six hundred thirty-one and $60/100$ feet (631.60') to the southwest corner of a tract of land conveyed to John L. Slayton as recorded in Deed Book 495, Page 76, said point also being the northwest corner of a tract of land conveyed to Don and Maryanna Harley as Trustees of the Harley Family Trust as recorded in Official Record Volume 851, Page 724;

thence departing the west line of said Original Harrisville Township Lot 139 and the centerline of said Avon Lake Road (State Route 83) and along the south line of said John L. Slayton land and the north line of said Harley Family Trust Land, South eighty-eight degrees fifty minutes no seconds East ($S88^{\circ}50'00''E$) for seven hundred fifteen and $95/100$ feet (715.95') to a $5/8$ " iron pin (found) at the southeast corner of the tract of land conveyed to said John L. Slayton, said corner being the **TRUE POINT OF BEGINNING** of the herein described tract of land;

thence along the east line of said John L. Slayton land, North no degrees forty-nine minutes fifty-seven seconds East ($N00^{\circ}49'57''E$) for one hundred thirty-three and $77/100$ feet (133.77') to a $5/8$ " iron pin (found);



March 14, 1996

2

Description of
Part Tract 16
Celia Patricia Ross Land
Harrisville Township, Ohio
Containing 0.5374 Acres

thence over said Celia Patricia Ross land on a new division line, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred seventy-five and 00/100 feet (175.00') to a 5/8" iron pin (set) in the west line of a tract of land conveyed to Carol A. Slayton as recorded in Official Record Volume 800; Page 667;

thence along the west line of said Carol A. Slayton land, South no degrees forty-nine minutes fifty-seven seconds West (S00°49'57"W) for one hundred thirty-three and 77/100 feet (133.77") to a 5/8" iron pin (found) in the north line of said Harley Family Trust land;

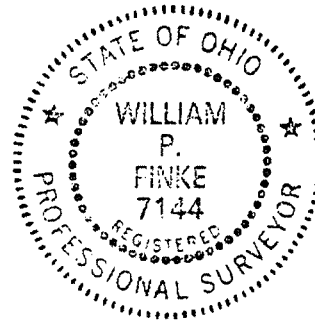
thence along the north line of said Harley Family Trust land, North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for one hundred seventy-five and 00/100 feet (175.00') to the **TRUE POINT OF BEGINNING** containing no and 5374/10000 (0.5374) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon said Hoge Subdivision No. 1 as recorded in Plat 17, Page 266.

WOOLPERT



William P. Finke
Ohio Professional Surveyor #7144





**DESCRIPTION OF THE
CAROL SLAYTON PURCHASE PARCEL
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 43.9198 ACRES
MARCH 11, 1996**

Situate in Original Harrisville Township Lots 139, 140, 149 and 150, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and consisting of part of the tracts of land conveyed to Carol A. Slayton as recorded in Official Record Volume 800, Page 665, and Official Record Volume 800, Page 667, part of the tracts of land conveyed to John L. Slayton as recorded in Official Record Volume 803, Page 553, part of a tract of land conveyed to John L. Slayton as recorded in Deed Volume 495, Page 76, part of the tract of land conveyed to John L. and Carol Ann Slayton as recorded in Deed Volume 306, Page 279, and part of the tracts of land conveyed to John L. and Carol A. Slayton as recorded in Deed Volume 289, Page 570, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

PARCEL A

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266, and the northeast corner of a tract of land conveyed to Orrin and Orpah Stelzer as recorded in Deed Volume 227, Page 241;

thence along the west line of said Original Harrisville Township Lot 139, the centerline of said Avon Lake Road (State Route 83) and the east line of said Stelzer land, South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for four hundred fifty-six and 60/100 feet (456.60') to the southwest corner of a tract of land conveyed to Carol A. Slayton as recorded in Official Record Volume 806, Page 616 and being the **TRUE POINT OF BEGINNING** of the herein described Parcel 'A';

thence departing the west line of said Original Harrisville Township Lot 139 and the centerline of said Avon Lake Road (State Route 83) and along the south line of said Carol A. Slayton land for the following two (2) courses:

409 East Monument Avenue
Dayton, Ohio 45402-1261
513-461-5660
Fax: 513-461-0743



Description of
Carol Slayton Purchase Parcel
Harrisville Township, Ohio
Containing 43.9198 Acres

March 11, 1996
Page 2

- 1) South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred thirty and 00/100 feet (130.00');
- 2) South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for forty-one and 23/100 feet (41.23');

thence continuing along the south line of said Carol A. Slayton and said line's eastward extension, said extension being the south line of tracts of land conveyed to John L. Slayton as recorded in Official Record Volume 803, Page 553, the south line of another tract of land conveyed to Carol A. Slayton as recorded in Official Record Volume 806, Page 616, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for five hundred eighty-four and 65/100 feet (584.65') to a point in the west line of a tract of land conveyed to Celia Patricia Ross as recorded in Deed Volume 494, Page 46;

thence along the west line of said Ross land, South no degrees forty-nine minutes fifty-seven seconds West (S00°49'57"W) for one hundred thirty-three and 77/100 feet (133.77') to the southwest corner of said Ross land, and in the north line of a tract of land conveyed to Don and Maryanna Harley as Trustees of the Harley Family Trust as recorded in Official Record Volume 851, Page 724, said point hereinafter referred to as **Point 'A'**;

thence along the north line of said Harley Family Trust land, North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for seven hundred fifteen and 95/100 feet (715.95') to the northwest corner of said Harley Family Trust land and in the east line of said Orrin and Orpah Stelzer land and in the west line of said Original Harrisville Township Lot 139, said line also being the centerline of said Avon Lake Road;

thence along the east line of said Orrin and Orpah Stelzer land, the west line of said Lot 139 and the centerline of said Avon Lake Road, North one degree twenty-three minutes thirty seconds East (N01°23'30"E) for one hundred seventy-five and 00/100 feet (175.00') to the **TRUE POINT OF BEGINNING**, said Parcel 'A' containing two and 3196/10000 (2.3196) acres, more or less, and:

PARCEL B

Commencing for reference at the aforementioned Point 'A':

thence along the south line of said Ross Land, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred seventy-five and 00/100 feet (175.00') to the **TRUE POINT OF BEGINNING** of the herein described Parcel 'B' at the southeast corner of said Ross land;

Description of
Carol Slayton Purchase Parcel
Harrisville Township, Ohio
Containing 43.9198 Acres

March 11, 1996
Page 3

thence along the east line of said Ross land, North no degrees forty-nine minutes fifty-seven seconds East (N00°49'57"E) for one hundred thirty-three and 77/100 feet (133.77');

thence departing said Ross land on a new division line over said Slayton land, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for eight hundred seventy-five and 00/100 feet (875.00') to a point in the west line of a tract of land conveyed to David M. Slayton as recorded in Official Record Volume 705, Page 703;

thence along the west line of said David M. Slayton land, South no degrees forty-nine minutes fifty-seven seconds West (S00°49'57"W) for one hundred thirty-three and 77/100 feet (133.77') to the southwest corner of said David M. Slayton land, and in the north line of said Harley Family Trust land, said point hereinafter referred to as **Point 'B'**;

thence along the north line of said Harley Family Trust land, North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for eight hundred seventy-five and 00/100 feet (875.00');

to the **TRUE POINT OF BEGINNING**, said Parcel 'B' containing two and 6870/10000 (2.6870) acres, more or less, and:

PARCEL C

Commencing for reference at the aforementioned Point 'B';

thence along the south line of said David M. Slayton land, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred seventy-five and 00/100 feet (175.00') to the **TRUE POINT OF BEGINNING** of the herein described Parcel 'C' at the southeast corner of said David M. Slayton land;

thence along the east line of said David M. Slayton land, North no degrees forty-nine minutes fifty-seven seconds East (N00°49'57"E) for one hundred thirty-three and 77/100 feet (133.77');

thence departing said David M. Slayton land on a new division line over said Slayton land for the following thirteen (13) courses:

- 1) South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred seventy-four and 33/100 feet (174.33');
- 2) South one degree ten minutes no seconds West (S01°10'00"W) for ten and 00/100 feet (10.00');

Description of
Carol Slayton Purchase Parcel
Harrisville Township, Ohio
Containing 43.9198 Acres

March 11, 1996
Page 4

3) on a curve to the right with a radius of three hundred eight and 53/100 feet (308.53') for an arc distance of three hundred twenty-three and 09/100 feet (323.09'), [chord bearing South fifty-eight degrees fifty minutes no seconds East (S58°50'00"E) for three hundred eight and 53/100 feet (308.53'), delta angle of said curve being sixty degrees no minutes no seconds (60°00'00")] to a point of tangency;

4) South twenty-eight degrees fifty minutes no seconds East (S28°50'00"E) for fifty-five and 40/100 feet (55.40');

5) South no degrees no minutes no seconds East (S00°00'00"E) for three hundred sixty-seven and 71/100 feet (367.71');

6) North ninety degrees no minutes no seconds East (N90°00'00"E) for three hundred ninety-six and 70/100 feet (396.70');

7) South no degrees no minutes no seconds East (S00°00'00"E) for two hundred forty-five and 00/100 feet (245.00');

8) North ninety degrees no minutes no seconds East (N90°00'00"E) for one hundred fifty-three and 19/100 feet (153.19');

9) South no degrees no minutes no seconds East (S00°00'00"E) for seven hundred forty-two and 65/100 feet (742.65');

10) North ninety degrees no minutes no seconds East (N90°00'00"E) for fifteen and 00/100 feet (15.00');

11) South no degrees no minutes no seconds East (S00°00'00"E) for four hundred twenty and 00/100 feet (420.00');

12) South eighty-eight degrees eighteen minutes nine seconds West (S88°18'09"W) for one thousand fifty-nine and 63/100 feet (1059.63');

13) North no degrees forty-nine minutes fifty-seven seconds East (N00°49'57"E) for eight hundred thirty-seven and 51/100 feet (837.51') to the southeast corner of said Harley Family Trust land;

thence along the east line of said Harley Family Trust land, continuing North no degrees forty-nine minutes fifty-seven seconds East (N00°49'57"E) for one thousand fifty-seven and 43/100 feet (1057.43') to the **TRUE POINT OF BEGINNING** of said Parcel 'C', containing thirty-eight and 9132/10000 (38.9132) acres, more or less.

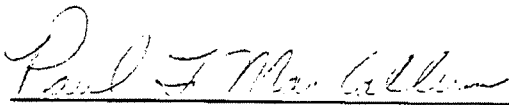
Description of
Carol Slayton Purchase Parcel
Harrisville Township, Ohio
Containing 43.9198 Acres

March 11, 1996
Page 5

The above described Parcels A, B and C contain a combined total of forty-three and 9198/10000 acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon Hoge Subdivision No. 1 as recorded in Plat 17, Page 266.

WOOLPERT



Paul F. MacCallum
Ohio Professional Surveyor #7561

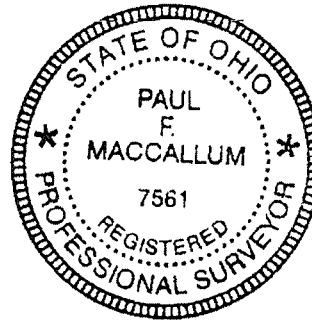


EXHIBIT B

Description of the Slayton Property



**DESCRIPTION OF
PART TRACTS 10 THRU 14
CAROL A. AND JOHN L. SLAYTON LAND
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 10.0001 ACRES
MARCH 19, 1996**

Situate in Original Harrisville Township Lot 139, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and being part of the tracts of land conveyed to Carol A. and John L. Slayton as recorded in Official Record Volume 800, Page 667, Official Record Volume 800, Page 665 and Official Record Volume 803, Page 553, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest corner of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266, and the northeast corner of a tract of land conveyed to Orrin and Orpha Stelzer as recorded in Deed Volume 227, Page 241;

thence along the north line of said Original Harrisville Township Lot No. 139, the centerline of said White Road (County Highway #92) and the south line of said Hoge Subdivision No. 1, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for eight hundred eighty-four and 79/100 feet (884.79') to the northeast corner of a tract of land conveyed by deed to Celia Patricia Ross as recorded in Deed Volume 494, Page 46, said corner being the **TRUE POINT OF BEGINNING** of the herein described tract of land;

thence continuing along the north line of said Original Harrisville Township Lot No. 139, the centerline of said White Road (County Highway #92) and the south line of said Hoge Subdivision No. 1, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for eight hundred seventy-five and 00/100 feet (875.00') to the northwest corner of a tract of land conveyed by deed to David M. Slayton as recorded in Official Record Volume 705, Page 703;

409 East Monument Avenue
Dayton, Ohio 45402-1261
513.461.5660
FAX: 513.461.0743



Description of
Part Tracts 10 Thru 14
Carol A. and John L. Slayton Land
Harrisville Township, Ohio
Containing 10.0001 Acres

March 19, 1996

2

thence along the west line of said David M. Slayton land, South no degrees forty-nine minutes fifty-seven seconds West ($S00^{\circ}49'57''W$) for four hundred ninety-seven and $84/100$ feet (497.84') to a $5/8''$ iron pin (set);

thence over said Carol A. and John L. Slayton land, North eighty-eight degrees fifty minutes no seconds West ($N88^{\circ}50'00''W$) for eight hundred seventy-five and $00/100$ feet (875.00') to a $5/8''$ iron pin (set) in the east line of a tract of land conveyed by deed to Celia Patricia Ross as recorded in Deed Volume 494, page 46;

thence along the east line of said Celia Patricia Ross land, North no degrees forty-nine minutes fifty-seven seconds East ($N00^{\circ}49'57''E$) for four hundred ninety-seven and $84/100$ feet (497.84') to the **TRUE POINT OF BEGINNING**, containing ten hundred and $0001/10000$ (10.0001) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

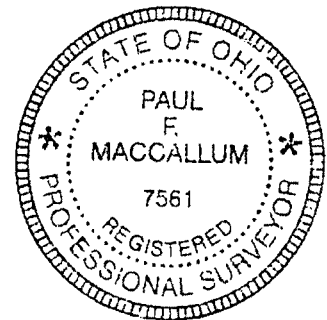
This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon said Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266.

WOOLPERT

Paul F. MacCallum

Paul F. MacCallum

Ohio Professional Surveyor #7561





**DESCRIPTION OF
PART TRACTS 5 THRU 8
CAROL A. AND JOHN L. SLAYTON LAND
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 8.0167 ACRES
MARCH 19, 1996**

Situate in Original Harrisville Township Lot 139, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and being part of the tracts of land conveyed to Carol A. and John L. Slayton as recorded in Official Record Volume 806, Page 616 and Official Record Volume 803, Page 553, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest corner of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266, and the northeast corner of a tract of land conveyed to Orrin and Orpha Stelzer as recorded in Deed Volume 227, Page 241;

thence along the north line of said Original Harrisville Township Lot No. 139, the centerline of said White Road (County Highway #92) and the south line of said Hoge Subdivision No. 1, South eighty-eight degrees fifty minutes no seconds East (S88° 50'00"E) for seven hundred nine and 79/100 feet (709.79') to the northwest corner of a tract of land conveyed by deed to Celia Patricia Ross as recorded in Deed Volume 494, Page 46;

thence along the west line of said Celia Patricia Ross land, South no degrees forty-nine minutes fifty-seven seconds West (S00° 49'57"W) for four hundred ninety-seven and 84/100 feet (497.84') to a 5/8" iron pin (found);

thence over said Carol A. and John L. Slayton land for the following three (3) courses:

409 East Monument Avenue
Dayton, Ohio 45402-1261
513.461.5660
FAX: 513.461.0741



Description of
Part Tracts 5 Thru 8
Carol A. and John L. Slayton Land
Harrisville Township, Ohio
Containing 8.0167 Acres

March 19, 1996

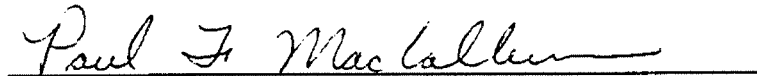
2

- 1) North eighty-eight degrees fifty minutes no seconds West (N88° 50'00"W) for five hundred eighty-four and 65/100 feet (584.65');
- 2) North one degree twenty-three minutes thirty seconds East (N01° 23'30"E) for forty-one and 23/100 feet (41.23');
- 3) North eighty-eight degrees fifty minutes no seconds West (N88° 50'00"W) for one hundred thirty and 00/100 feet (130.00') to a 5/8" iron pin (set) in the centerline of said Avon Lake Road (State Route #83), said pin also being in the west line of said Original Harrisville Township Lot No. 139 and the east line of said Orrin and Orpah Stelzer land;

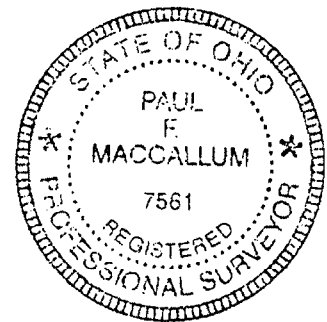
thence along said centerline of Avon Lake Road (State Route #83), and the west line of Original Harrisville Township Lot No. 139 and the east line of said Orrin and Orpah Stelzer land, North one degree twenty-three minutes thirty seconds East (N01° 23'30"E) for four hundred fifty-six and 60/100 feet (456.60') to the point of beginning, containing eight and 0167/10000 (8.0167) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon said Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266.

WOOLPERT



Paul F. MacCallum
Ohio Professional Surveyor #7561





**DESCRIPTION OF
PART TRACTS 1 THRU 4
JOHN L. AND CAROL A. SLAYTON LAND
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 80.4846 ACRES
MARCH 19, 1996**

Situate in Original Harrisville Township Lots No. 139, 140, 149, and 150, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and being part of the tracts of land conveyed to John L. and Carol A. Slayton as recorded in Deed Volume 289, Page 570 and Deed Volume 306, Page 279 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest corner of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266, and the northeast corner of a tract of land conveyed to Orrin and Orpha Stelzer as recorded in Deed Volume 227, Page 241;

thence along the north line of said Original Harrisville Township Lot No. 139, the centerline of said White Road (County Highway #92) and the south line of said Hoge Subdivision No. 1, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one thousand nine hundred thirty-four and 79/100 feet (1934.79') to the northeast corner of a tract of land conveyed by deed to David M. Slayton as recorded in Official Record Volume 705, Page 703, said corner being the **TRUE POINT OF BEGINNING** of the herein described tract of land;

thence continuing along the north line of said Original Harrisville Township Lot No. 139, the centerline of said White Road (County Highway #92) and the south line of said Hoge Subdivision No. 1, and its eastward extension said extension being the north line of Original Harrisville Township Lots No. 139 and 140, the south lines of tracts of land conveyed by deed Brian R. and Susan M. Robinson as recorded in Official Record Volume 627, Page 927, John Paul and Becky J. Springsteen as recorded in Deed Volume 509, Page 160, Robert P. and Sarah L. Leonard as recorded in Deed Volume 471, Page 278, Steven E. and P. Elaine Harvey as recorded in Deed Volume 470, Page 649, Beryl I. Briggs as recorded in Deed Volume 518, Page 651, and R.C. Realty as recorded in Official Record Volume 232, Page 849, for the following four (4) courses:

499 East Monument Avenue
Dayton, Ohio 45402-1261
>>> 513.461.5660
Fax: 513.461.0743



Description of
Part Tracts 1 Thru 4
John L. and Carol A. Slayton Land
Harrisville Township, Ohio
Containing 80.4846 Acres

March 19, 1996

2

- 1) South eighty-eight degrees fifty minutes no seconds East ($S88^{\circ}50'00''E$) for twenty-six and $13/100$ feet (26.13');
- 2) South eighty-eight degrees twenty-six minutes twenty-two seconds East ($S88^{\circ}26'22''E$) for four hundred ten and $88/100$ feet (410.88');
- 3) South eighty-nine degrees nine minutes five seconds East ($S89^{\circ}09'05''E$) passing at one hundred ninety-six and $19/100$ feet (196.19') a $5/8$ " iron pin (found) at the Northeast corner of said Original Harrisville Township Lot 139, for a total distance of one thousand two hundred twenty-six and $87/100$ feet (1226.87');
- 4) South eighty-nine degrees thirty-five minutes sixteen seconds East ($S89^{\circ}35'16''E$) for two hundred ninety-six and $16/100$ feet (296.16') to the northwest corner of a tract of land conveyed by deed to Baker Sand, Inc. as recorded in Deed Volume 291, Page 812;

thence along the west line of said Baker Sand, Inc. land for the following three (3) courses:

- 1) South one degree twelve minutes sixteen seconds West ($S01^{\circ}12'16''W$) for one thousand six hundred ninety-three and $84/100$ feet (1693.84') to $5/8$ " iron pin (set);
- 2) North eighty-eight degrees fifty-four minutes twenty-four seconds West ($N88^{\circ}54'24''W$) for eighteen and $40/100$ feet (18.40') to a $5/8$ " iron pin (set);
- 3) South one degree no minutes thirty seconds West ($S01^{\circ}00'30''W$) for nine hundred two and $68/100$ feet (902.68') to a $5/8$ " iron pin (set) in the centerline of Interstate Route 71;

thence along the centerline of said Interstate Route 71 for the following two (2) courses:

- 1) on a curve to the right with a radius of twelve thousand two hundred seventy-seven and $67/100$ feet (12277.67') for an arc distance of five hundred thirty-three and $42/100$ feet (533.41'), [chord bearing South eighty-seven degrees three minutes twenty-eight seconds West ($S87^{\circ}03'28''W$) for five hundred thirty-three and $37/100$ feet (533.37'), delta angle of said curve being two degrees twenty-nine minutes twenty-one seconds ($2^{\circ}29'21''$)] to a $5/8$ " iron pin (set) at the point of tangency;
- 2) South eighty-eight degrees eighteen minutes nine seconds West ($S88^{\circ}18'09''W$) for seven hundred eighty-two and $34/100$ feet (782.34') to a concrete monument (found) in the west line of Lot No. 150, also being the east line of Lot No. 149;

**Description of
Part Tracts 1 Thru 4
John L. and Carol A. Slayton Land
Harrisville Township, Ohio
Containing 80.4846 Acres**

March 19, 1996

3

thence along the west line of said Lot No. 150 and the east line of said Lot No. 149, North one degree four minutes thirty-three seconds East (N01°04'33"E) for one hundred fifty and 18/100 feet (150.18') to a 5/8" iron pin (set) in the north right-of-way line of said Interstate Route 71;

thence along said north right-of-way line, North eighty-eight degrees eighteen minutes nine seconds East (N88°18'09"E) for seven hundred eighty and 83/100 feet (780.83') to a 5/8" iron pin (found) at the southeast corner of a tract of land conveyed by deed to Orpha B. Stelzer as recorded in Deed Volume 187, Page 375;

thence along the east line of said Orpha B. Stelzer land, North one degree no minutes thirty-one seconds East (N01°00'31"E) for eight hundred sixty-five and 44/100 feet (865.44') to a concrete fence post (found) in the north line of said Orpha B. Stelzer land, also being the in the south line of a tract of land conveyed by deed to Don and Maryanna Hartley, Trustees of the Hartley Family Trust as recorded in Official Record Volume 851, Page 724, and the north line of said Lot No. 149 and the south line of said Lot No. 139;

thence along the south line of said Don and Maryanna Hartley land, also being the north line of said Lot No. 149 and the south line of said Lot No. 139, South eighty-eight degrees fifty-seven minutes twenty-nine seconds East (S88°57'29"E) for one hundred sixty-two and 73/100 feet (162.73');

thence departing said south line of said Don and Maryanna Hartley land, also being the north line of said Lot No. 149 and the south line of said Lot No. 139, and over said John L. and Carol A. Slayton land for the following thirteen (13) courses:

- 1)- South no degrees forty-nine minutes fifty-seven seconds West (S00°49'57"W) for eight hundred thirty-seven and 51/100 feet (837.51') to a 5/8" iron pin (set);
- 2) North eighty-eight degrees eighteen minutes nine seconds East (N88°18'09"E) for one thousand fifty-nine and 63/100 feet (1059.63') to a 5/8" iron pin (set);
- 3) North no degrees no minutes no seconds East (N00°00'00"E) for four hundred twenty and 00/100 feet (420.00') to a 5/8" iron pin (set);
- 4) North ninety degrees no minutes no seconds West (N90°00'00"W) for fifteen and 00/100 feet (15.00') to a 5/8" iron pin (set);
- 5) North no degrees no minutes no seconds East (N00°00'00"E) for seven hundred forty-two and 65/100 feet (742.65') to a 5/8" iron pin (set);
- 6) North ninety degrees no minutes no seconds West (N90°00'00"W) for one hundred fifty-three and 19/100 feet (153.19') to a 5/8" iron pin (set);

Description of
Part Tracts 1 Thru 4
John L. and Carol A. Slayton Land
Harrisville Township, Ohio
Containing 80.4846 Acres

March 19, 1996

4

- 7) North no degrees no minutes no seconds East (N00°00'00"E) for two hundred forty-five and 00/100 feet (245.00') to a 5/8" iron pin (set);
- 8) North ninety degrees no minutes no seconds West (N90°00'00"W) for three hundred ninety-six and 70/100 feet (396.70') to a 5/8" iron pin (set);
- 9) North no degrees no minutes no seconds East (N00°00'00"E) for three hundred sixty-seven and 71/100 feet (367.71') to a 5/8" iron pin (set);
- 10) North twenty-eight degrees fifty minutes no seconds West (N28°50'00"W) for fifty-five and 40/100 feet (55.40') to a 5/8" iron pin (set) at a point of curvature;
- 11) on a curve to the left with a radius of three hundred eight and 53/100 feet (308.53') for an arc distance of three hundred twenty-three and 09/100 feet (323.09'), [chord bearing North fifty-eight degrees fifty minutes no seconds West (N58°50'00"W) for three hundred eight and 53/100 feet (308.53'), delta angle of said curve being sixty degrees no minutes no seconds (60°00'00")] to a 5/8" iron pin (set);
- 12) North one degree ten minutes no seconds East (N01°10'00"E) for ten and 00/100 feet (10.00') to a 5/8" iron pin (set);
- 13) North eighty-eight degrees fifty minutes no seconds West (N88°50'00"W) for one hundred seventy-four and 33/100 feet (174.33') to a 5/8" iron pin (set) in the east line of said David M. Slayton land;

thence along the east line of said David M. Slayton land, North no degrees forty-nine minutes fifty-seven seconds East (N00°49'57"E) for four hundred ninety-seven and 84/100 feet (497.84') to the **TRUE POINT OF BEGINNING**, containing eighty and 4846/10000 (80.4846) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon said Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266.

WOOLPERT

Paul F. MacCallum

Paul F. MacCallum
Ohio Professional Surveyor #7561

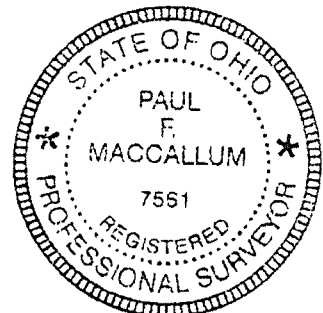


EXHIBIT C

Description of the Option Property



**DESCRIPTION OF
SLAYTON PROPERTY - OPTION PARCEL
HARRISVILLE TOWNSHIP, OHIO
CONTAINING 58.059 ACRES
DECEMBER 15, 1995**

Situate in Original Harrisville Township Lots 139, 140, 149 and 150, Township 1, Range 16 of the Connecticut Western Reserve, Township of Harrisville, County of Medina, State of Ohio, and consisting of part of the tracts of land conveyed to John L. and Carol A. Slayton as recorded in Deed Volume 289, Page 570, and Deed Volume 306, Page 279 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Medina County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Original Harrisville Township Lot No. 139, said point being in the centerline intersection of Avon Lake Road (State Route #83) and White Road (County Highway #92), said point also being the southwest of Hoge Subdivision No. 1 as recorded in Plat Book 17, Page 266;

thence along the west line of said Original Harrisville Township Lot 139, the centerline of said Avon Lake Road (State Route 83) and the east line of said Stelzer land, South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for four hundred fifty-six and 60/100 feet (456.60') to the southwest corner of a tract of land conveyed to Carol A. Slayton as recorded in Official Record Volume 806, Page 616;

thence departing the west line of said Original Harrisville Township Lot 139 and the centerline of said Avon Lake Road (State Route 83) and along the south line of said Carol A. Slayton land for the following two (2) courses:

- 1) South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one hundred thirty and 00/100 feet (130.00');
- 2) South one degree twenty-three minutes thirty seconds West (S01°23'30"W) for forty-one and 23/100 feet (41.23');

thence continuing along the south line of said Carol A. Slayton and said line's eastward extension, said extension being the south line of tracts of land conveyed to John L. Slayton as recorded in Official Record Volume 803, Page 553, the south line of another tract of land conveyed to Carol A. Slayton as recorded in Official Record Volume 806, Page 616 and a new



**Description of
Slayton Property-Option Parcel
Harrisville Township, Ohio
Containing 58.059 Acres**

**December 15, 1995
Page 2**

division line over a tract of land conveyed to Celia Patricia Ross as recorded in Deed Volume 494, Page 46, other tracts of land conveyed to Carol A. Slayton as recorded in Official Record Volume 800, Page 665 and Official Record Volume 800, Page 667, and tracts of land conveyed to John L. Slayton as recorded in Official Record Volume 803, Page 553, a tract of land conveyed to David M. Slayton as recorded in Official Record Volume 705, Page 703, and a tract of land conveyed to John L. and Carol A. Slayton as recorded in Deed Book 289, Page 570, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one thousand nine hundred eighty-three and 98/100 feet (1983.98') to the **TRUE POINT OF BEGINNING** of the herein described tract of land;

thence continuing over said John L. and Carol A. Slayton land, South eighty-eight degrees fifty minutes no seconds East (S88°50'00"E) for one thousand seven hundred eighty-two and 42/100 feet (1782.42') to a point in the west line of a tract of land conveyed to Baker Sand, Inc. as recorded in Deed Volume 291, Page 812;

thence along the west line of said Baker Sand, Inc. land for the following three (3) courses:

- 1) South one degree twelve minutes sixteen seconds West (S01°12'16"W) for one thousand one hundred eighty-eight and 12/100 feet (1188.12') to a point in the south line of said Original Lot 140, said line also being the north line of said Original Harrisville Township Lot No. 150;
- 2) along the line common to said Lots 140 and 150, North eighty-eight degrees fifty-four minutes twenty-four seconds West (N88°54'24"W) for eighteen and 40/100 feet (18.40');
- 3) departing the line common to said Lots 140 and 150, South one degree no minutes thirty seconds West (S01°00'30"W) for nine hundred two and 68/100 feet (902.68') to a point in the centerline of Interstate Route 71 said line also being the north line of a tract of land conveyed to Robert E. and Madeline Lyon as recorded in Official Record Volume 610, Page 536;

thence along the centerline of said Interstate Route 71 and the north line of said Lyon land and said lines westward extension, said extension being the north line of a tract of land conveyed to Ross Richard Murray as recorded in Official Record Volume 211, Page 580, along on a curve to the right with a radius of twelve thousand two hundred seventy-seven and 67/100 feet (12277.67') for an arc distance of five hundred thirty-three and 41/100 feet (533.41'), [chord bearing South eighty-seven degrees three minutes twenty-eight seconds West (S87°03'28"W) for five hundred thirty-three and 37/100 feet (533.37'), delta angle of said curve being two degrees twenty-nine minutes twenty-one seconds (2°29'21")] to a point of tangency;

**Description of
Slayton Property-Option Parcel
Harrisville Township, Ohio
Containing 58.059 Acres**

**December 15, 1995
Page 3**

thence continuing along the centerline of said Interstate 71 and the north line of said Murray land, South eighty-eight degrees eighteen minutes nine seconds West (S88°18'09"W) for seven hundred eighty-two and 34/100 feet (782.34') to a concrete monument (found) in the west line of said Original Harrisville Township Lot 150, said line also being the east line of Original Harrisville Township Lot 149, said line also being the east line of a tract of land conveyed to Dennis B. and Judith S. Shell as recorded in Deed Volume 377 Page 232;

thence along the line common to said Lots 149 and 150 and the east line of said Shell land, North one-degree-four minutes thirty-three seconds East (N01°04'33"E) for one hundred fifty and 18/100 feet (150.18') to a point in the north limited access right-of-way line of said Interstate Route 71 also being the northeast corner of said Shell land;

thence along the north limited access right-of-way line of said Interstate Route 71 and the north line of said Shell land, South eighty-eight degrees eighteen minutes nine seconds West (S88°18'09"W) for seven hundred eighty and 83/100 feet (780.83') to a 5/8 inch iron pin (found) at the northwest corner of said Shell land, said point also being in the east line of a tract of land conveyed to Orpha B. Stelzer as recorded in Deed Volume 187, Page 375;

thence departing the north limited access right-of-way line of said Interstate 71 and along the east line of said Stelzer land, North one degree no minutes thirty-one seconds East (N01°00'31"E) for eight hundred sixty-five and 44/100 feet (865.44') to a concrete fence post (found) at the northeast corner of said Stelzer land said point also being in the north line of said Original Harrisville Township Lot 149, said line also being the south line of Original Harrisville Township Lot 139 and the south line of a tract of land conveyed to Don and Maryanna Harley as Trustees of the Harley Family Trust as recorded in Official Record Volume 851, Page 724:

thence along the south line of said Harley Family Trust land, South eighty-eight degrees fifty-seven minutes twenty-nine seconds East (S88°57'29"E) for one hundred sixty-two and 73/100 feet (162.73') to the southeast corner of said Harley Trust land;

thence departing said Harley Trust land and over said John L. and Carol A. Slayton lands on a new division line for the following twelve (12) courses:

- 1) South no degrees forty-nine minutes fifty-seven seconds West (S00°49'57"W) for eight hundred thirty-seven and 51/100 feet (837.51');
- 2) North eighty-eight degrees eighteen minutes nine seconds East (N88°18'09"E) for one thousand fifty-nine and 63/100 feet (1059.63');

**Description of
Slayton Property-Option Parcel
Harrisville Township, Ohio
Containing 58.059 Acres**

**December 15, 1995
Page 4**

- 3) North no degrees no minutes no seconds East (N00°00'00"E) for four hundred twenty and 00/100 feet (420.00');
- 4) North ninety degrees no minutes no seconds West (N90°00'00"W) for fifteen and 00/100 feet (15.00');
- 5) North no degrees no minutes no seconds East (N00°00'00"E) for seven hundred forty-two and 65/100 feet (742.65');
- 6) North ninety degrees no minutes no seconds West (N90°00'00"W) for one hundred fifty-three and 19/100 feet (153.19');
- 7) North no degrees no minutes no seconds East (N00°00'00"E) for two hundred forty-five and 00/100 feet (245.00');
- 8) North ninety degrees no minutes no seconds West (N90°00'00"W) for three hundred ninety-six and 70/100 feet (396.70');
- 9) North no degrees no minutes no seconds East (N00°00'00"E) for three hundred sixty-seven and 71/100 feet (367.71');
- 10) North twenty-eight degrees fifty minutes no seconds West (N28°50'00"W) for fifty-five and 40/100 feet (55.40') to a point of curvature;
- 11) on a curve to the left with a radius of three hundred eight and 53/100 feet (308.53') for an arc distance of three hundred twenty-three and 09/100 feet (323.09'), [chord bearing North fifty-eight degrees fifty minutes no seconds West (N58°50'00"W) for three hundred eight and 53/100 feet (308.53'), delta angle of said curve being sixty degrees no minutes no seconds (60°00'00")];
- 12) North one degree ten minutes no seconds East (N01°10'00"E) for ten and 00/100 feet (10.00') to the **TRUE POINT OF BEGINNING**, containing fifty-eight and 059/1000 (58.059) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

Description of
Slayton Property-Option Parcel
Harrisville Township, Ohio
Containing 58.059 Acres

December 15, 1995
Page 5

This description was prepared from a field survey performed by Woolpert in July of 1994, with bearings based upon Hoge Subdivision No. 1 as recorded in Plat 17, Page 266.

WOOLPERT

Paul F. MacCallum

Paul F. MacCallum

Ohio Professional Surveyor #7561

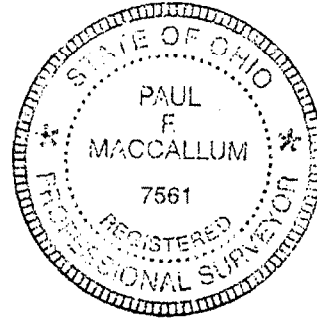


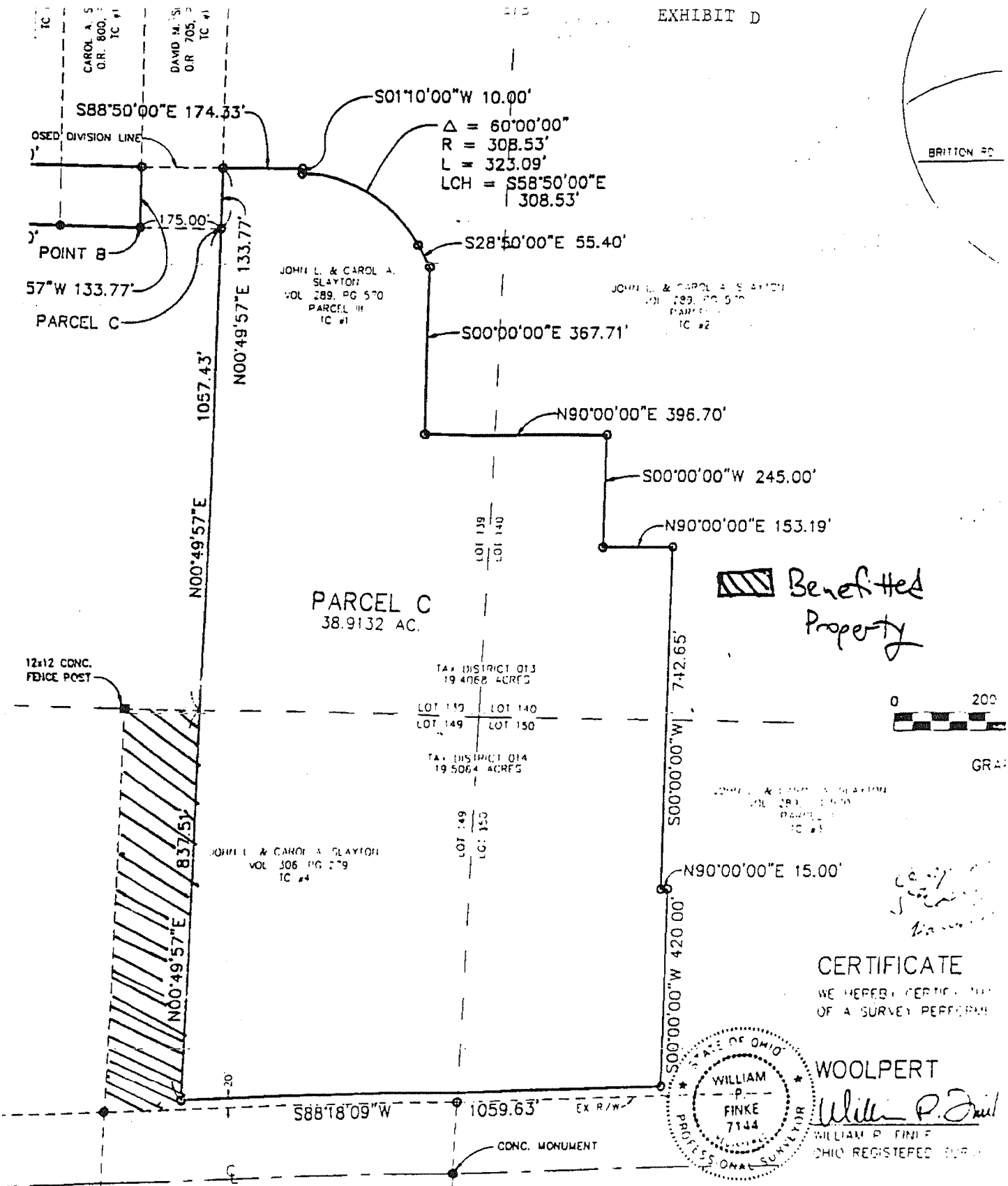
EXHIBIT D

Illustration of the Benefitted Property

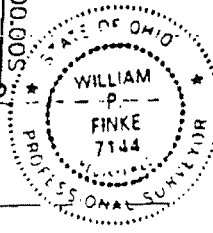
J:\LEGAL\KELVINA\BUCKEYE\SLAYTONS.REV

OR 1158 PG 864

BRITTON #2



CERTIFICATE
WE HEREBY CERTIFY THAT
OF A SURVEY PERFORMED



Woolpert
William P. Finke
WILLIAM P. FINKE
OHIO REGISTERED SURVEYOR

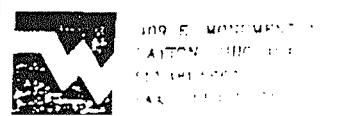
71

AREA SUMMARY

PARCEL A	2.3196 ACRES
PARCEL B	2.6870 ACRES
PARCEL C	38.9132 ACRES
TOTAL	43.9198 ACRES

NO.	DATE	REVISIONS
1	5/14/96	ADDED ACRES FOR TAX DISTRICTS

PLAT
LOCATED IN U.S.
DEPT. OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20250



OR 1158 PG 865

98 MAY 20 12:20

DATE/TIME _____

DOCUMENT NUMBER 673846_e

VOL. 1176 PAGES 634-35

FEES 14.00

MEDINA COUNTY RECORDER
ROBERT A. HALE

(DO NOT REMOVE THIS COVER SHEET FROM THIS DOCUMENT)

EASEMENT

In consideration of the sum of One & no/100 dollars (\$ 1.00/OVC), the receipt of which is hereby acknowledged, Carol A. Slayton, individually and as executor of John L. Slayton, e: (hereinafter whether singular or plural in number, called "Grantor") does hereby grant and convey to GTE North Incorporated, a Wisconsin Corporation, with offices at 100 Executive Drive, Marion, Ohio 43302, its agents, assigns, lessees, licensees and successors (hereinafter collectively called the "Company") the permanent easement and right to construct, reconstruct, enlarge, maintain, operate and remove lines of communications and electric facilities including and/or consisting of such poles, wires, conduits, cables, anchors, guys, and such other fixtures and appurtenances as the Company may at any time require or deem necessary, and the full right of access and ingress to and egress from the same, across, upon, over, in and/or under the real estate situated in Range _____, Township _____, Section _____, in the Township of Harrisville, County of Medina, State of Ohio and described as follows:

Being a part of Lot 139 of Harrisville Township, Medina County, Ohio.
 Permanent Parcel Number: ~~013-14D-25-003, -26.00-acres-~~ 013-14D-25-023, 58.59 acres
 Deed Reference: Deed Volume 289, Page 570, Records Office, Medina County, Ohio.

Said lines and facilities shall be situated within a strip of said real estate, ~~as described above~~, described as follows or as shown on Exhibit A attached hereto and incorporated by reference herein:

Said easement shall be for the construction, reconstruction, operation and maintenance of Company's facilities to run parallel with the emergency drive across the Grantor's property for the benefit of Buckeye Retail Factory Outlet Mall, AND in accordance with facilities placed by the Lorain Medina Rural Electric Cooperative, Inc., as described in an easement previously granted by the Grantor dated April 17, 1996.

The Company is hereby granted the right to trim ~~and remove~~ all trees and brush within the boundaries of the ~~land~~ ~~as described above~~ easement described above.

The Company hereby agrees to pay for any damages caused by the construction or maintenance of said lines and facilities. Grantor shall not erect any permanent structure within the boundaries of the easement.

The rights and interests herein granted and the agreements herein contained shall be binding upon and inure to the benefits of the heirs, successors, assigns, lessees and licensees of the Grantor and the Company.

In witness whereof this instrument is signed this 14th day of May, 19 96.

Signed and acknowledged in the presence of:
Lauren J. Smouse
Stacy Scheef

Grantor:
Carol A. Slayton
 Carol A. Slayton
 individually, and as executor of John L. Slayton
 EST.

State of Ohio, County of Medina, SS:

Before me, a Notary Public in and for said county, personally appeared the above named Carol A. Slayton, who acknowledged that she did sign the foregoing instrument and the same is her free act and deed.

In testimony whereof I have hereunto subscribed my name and affixed my official seal this 14th day of May, 19 96.

My Commission expires _____
Lauren J. Smouse
 Notary Public

LAUREN J. SMOUSE
 Notary Public, State of Ohio
 My Commission Expires Oct. 29, 1997



98 JUL 9 P2:09

DATE/TIME

DOCUMENT NUMBER 677803

VOL. 1196 PAGES 168-170

FEES Ø

MEDIA COUNTY RECORDER
ROBERT A. HALE

(DO NOT REMOVE THIS COVER
SHEET FROM THIS DOCUMENT)

GRANT OF EASEMENT

Distr. No. 600

Parcel No. 013-14d-25-023

KNOWN TO ALL MEN BY THESE PRESENTS, That John L. & Carol A. Slayton

and _____ the Grantor(s), being the owner(s) of the land over, and in through which the following described easement(s) is (are) situated, for the consideration

of ONE THOUSAND NINE HUNDRED AND FIFTY DOLLARS (\$ 1,950.00) and other

valuable considerations received to my (our) full satisfaction from the BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY, OHIO; the Grantee, do hereby give grant, bargain, sell and convey unto the said Grantee, its successors and assigns to have and to hold forever the following described easement and right to enter upon said land to construct, maintain, operate, repair and remove a sanitary sewer, waterline and appurtenances in, through and under a strip of land described as follows:

See Attachment

No structures or buildings, of any kind shall be constructed or placed on said easement without the written consent of the BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY, OHIO.

As a part of the consideration for the granting of said easement(s) to the Grantee, the Grantee for its successors and assigns agrees that it will use its best efforts to have the construction of the proposed sewer and waterline undertaken by a competent sewer and water contractor who shall complete said construction as expeditiously as possible, shall restore the site of the work as nearly as possible to its original condition and shall maintain it in such condition for a period of one (1) year after completion of said construction.

In Witness Whereof, I (We) have hereunto set my (our) hand(s) this 28 day of February, 1996.

Signed and acknowledged in the presence of

Michele A. Filous
Michele A. Filous

Patricia M. Kerns
Patricia M. Kerns

John L. Slayton by _____ Grantor
John L. Slayton

Carol A. Slayton Grantor
Carol A. Slayton

State of Ohio) SS
Medina County)

Before me, a Notary Public in and for said County, personally appeared the above named Carol A. Slayton

_____ who acknowledged that same did sign the foregoing instrument, and that the same is not free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Medina Co

Ohio this 28th day of February A.D. 1996

Patricia M. Kerns
Notary Public



PATRICIA M. KERNS
Notary Public, State of Ohio
My Commission Expires Oct. 5, 1997

Description for a 60 foot utility easement.

Grantors: John L. & Carol A. Slayton

Situated in the State of Ohio, County of Medina, Township of Harrisville, part of Lots 139 and 140 and being part of a 26.00 acre parcel and a 52.00 acre parcel conveyed to the grantors by a deed recorded in Deed Volume 289, Page 570 of the Medina County deed records.

Described as follows:

And being a strip of land 60 feet wide off of the entire north side of the grantors' property, parallel with and including the south one-half (30 feet) of the existing 60 foot right-of-way for White Road (T.H. 92).

Reference is made to the attached map.

This description was prepared from record data by Engineering Associates, Inc., William H. Long, P.S. 6505, January 1996.

