

RECEIVED MAY 22 2012

201200001228 OR 327 645
MSWCD RECEIVED MAY 03 REC'D

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201200001228
Filed for Record in
MEIGS COUNTY, OHIO
KAY HILL, RECORDER
05-14-2012 At 01:44 pm.
ENV COV 184.00
OR Book 327 Page 645 - 663

201200001228
SOIL AND WATER

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by the United States Fish and Wildlife Service (FWS), the Meigs Soil and Water Conservation District (SWCD), and William Alan and Marta H. Blackwood, pursuant to Ohio Revised Code (ORC) §§5301.80 through 5301.92, for the purpose of subjecting the following described Property to the activity and use limitations set forth herein.

Background. In July 1993, a catastrophic mine flooding event at the Southern Ohio Coal Company (SOCCO) Meigs Mine No. 31 resulted in the emergency release of a substantial volume of untreated, and partially treated, mine water into Parker Run and Leading Creek. The environmental impact on the Leading Creek Watershed was substantial. Negotiations between SOCCO and the U.S. Department of Justice resulted in the establishment of the Leading Creek Improvement Account and the development of the Leading Creek Improvement Plan (LCIP) for the restoration and enhancement of water quality in the Leading Creek Watershed. The Account was established and the LCIP was developed pursuant to a Federal Court approved Consent Decree and Settlement Agreement filed March 22, 1996, in the U.S. District Court for the Southern District of Ohio. Pursuant to the Consent Decree, the U.S. Fish and Wildlife Service (FWS) is the Responsible Agency for the selection, implementation, and oversight of enhancement projects to be funded in whole or in part with funds from the Leading Creek Improvement Account. An Amended Consent Decree, negotiated in 2003, provided additional funding for the Leading Creek Improvement Account and reestablished the FWS's authority to implement and monitor projects intended to improve the aquatic life uses of the Leading Creek Stream System and/or to acquire resources equivalent to those affected by the 1993 dewatering of the Meigs Mine.

In an effort to improve the aquatic life uses of the Leading Creek

Stream System, the FWS, the SWCD, and William Alan and Marta H. Blackwood agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 through 5301.92.
2. Property. This Environmental Covenant concerns a project area of approximately 37.73 acres of real property, located on Side Hill Road, Scipio and Rutland Townships, Meigs County, Ohio. The property, which is part of 3 tracts totaling 37.73 acres, is more particularly described in a Deed recorded in Volume 66 Page 887, Volume 294 Page 423, and Volume 316 Page 91 of the Meigs County Official Records. A copy of said Deeds attached hereto as Attachment A and hereby incorporated by reference. A survey of the property is attached as Attachment B and is hereby incorporated by reference. The activity and use restrictions stated in this Environmental Covenant shall apply to the referenced parcels, totaling 37.73 acres.
3. Owners. William Alan and Marta H. Blackwood are the owners of the Property.
4. Project. The FWS is the responsible agency for the selection, implementation, and oversight of enhancement projects to be funded in whole or in part with funds from the Leading Creek Improvement Account. The FWS maintains an Administrative Record for all such projects at the following office:

U.S. Fish & Wildlife Service
Ohio Field Office
4625 Morse Road, Suite 104
Columbus, OH 43230
5. Holder. William Alan and Marta H. Blackwood are the Holders of this Environmental Covenant.
6. Activity and Use Limitations. The Owners hereby agrees to comply with the following activity and use limitations:
 - A. The Property shall be kept in its natural state, meaning that no

new or additional commercial, industrial, or residential developments, or buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the Property, unless otherwise expressly provided hereunder.

- B. The Owners shall not place dredged or fill material on the Property, or excavate, or remove top soil, sand, gravel, rock, minerals or other materials from the surface thereof, nor build roads or change the topography of the land in any manner, nor dredge or remove sand, gravel, or other material from the bed of the unnamed tributaries to Mud Fork Creek, or conduct any other activities that will adversely affect the quality of the tributaries to Mud Fork Creek (including channelization work), unless otherwise expressly provided herein. Excepted from this activity and use limitation is any area affected by maintenance, repair, or replacement work required on Side Hill Road. The area affected by the work shall be the minimum necessary to accomplish the task. Upon completion of the work, the area shall be restored to its natural state.
- C. The control, management, and eradication of animal and plant species, including grapevine, on the Property must be pursuant to a Non-Native, Noxious, or Nuisance Species Control Plan approved by the FWS, Columbus, Ohio Field Office. Methods must comply with the State and Federal requirements and manufacturer guidelines.
- D. No power or petroleum transmission lines may be constructed on the Property, nor shall any interests in the Property be granted for such purposes. However, the Owners reserve the right to maintain and repair existing telephone, electric, water, or other utility lines or mains located on the Property. The area affected by repair work shall be the minimum necessary to accomplish the task. Upon completion of the repair work, the area shall be restored to its previous natural state.
- E. There shall be no construction of towers for communication or otherwise on the Property.
- F. No trees, ground cover, or other vegetation shall be removed,

planted, or mowed, except as is necessary to maintain foot paths and trails, restore natural habitat, promote natural vegetation, protect life and property, or except as is specified herein. Downed trees maybe collected for use as firewood. The Owners may participate in wildlife habitat and/or wetland habitat enhancement projects in participation/accordance with accepted federal or state conservation agencies provided the essential character of the watershed is not altered.

- G. The Owners shall take reasonable measures to ensure that the Property shall be kept free of garbage, trash, and machinery, and that no other unsightly material shall be allowed to accumulate or be stored thereon.
- H. No cattle grazing shall take place on the Property, nor shall cattle be permitted in the stream. The Owners may use an ATV or other motorized vehicles for land management activities provided it does not become destructive or harmful to the natural habitat.
- I. Use of recreational vehicles, including snow mobiles, all terrain vehicles, and/or other motorized recreational vehicles shall not be permitted on the Property except as described in paragraph 6.H. above.
- J. Trapping on the property is prohibited without prior written consent of FWS. Hunting and/or fishing may be conducted on the property, provided that the essential character of the watershed is not altered and that such activities are not destructive or harmful to the natural habitat.
- K. Each and every other activity or construction that is inconsistent with the purpose of this Environmental Covenant or which may endanger, affect, or impair the natural or scenic state of the Property is prohibited.
- L. The Property shall not be subdivided. The Owners, their successors or assigns shall notify the FWS of any proposed transfer of the Property, or any portion thereof, at least ninety (90) days prior to any such proposed transfer.

- M. No new mineral leases or extensions of existing leases will be granted by the Owners for any mineral interests associated with the property. Additionally, the Owners shall not grant permission for Marcellus or Utica shale drilling on the Property that is the subject of this Environmental Covenant under any circumstances.
7. Breach. If any event or action by or on behalf of the Owners, their successors or assigns, or Transferees, constitutes a breach of the activity and use limitations, the Owners, their successors or assigns, or Transferees, shall notify the FWS and SWCD within thirty (30) days of becoming aware of such breach, and shall remedy the breach within sixty (60) days of becoming aware of such breach.
8. Rights of Access. The Owners hereby grant to the FWS, SWCD, and their authorized representatives, a right of access to the Property for implementation or enforcement of this Environmental Covenant.
9. Compliance Enforcement. In the event of a violation of this Environmental Covenant, a civil action for injunctive or other equitable relief may be maintained by the FWS and/or the SWCD, pursuant to ORC §5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the FWS or SWCD from exercising any authority under applicable law.
10. Running with the Land. This Environmental Covenant shall be binding upon the Owners and all successors or assigns in interest, including any Transferee, and shall run with the land, pursuant to ORC §5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owners of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

11. Notice upon Conveyance. The Owners, and all successors or assigns in interest and Transferees, shall notify the FWS and the SWCD of any proposed transfer of the Property or any portion thereof at least ninety (90) days prior to any such proposed transfer. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS
SUBJECT TO AN ENVIRONMENTAL COVENANT,
DATED _____, 20____, RECORDED IN
THE DEED OR OFFICIAL RECORDS OF THE
MEIGS COUNTY RECORDER ON
_____, 20____, IN
_____.

The Owners shall provide the FWS and SWCD, within ten (10) days after each conveyance of an interest in any portion of the Property, with the name, address, and telephone number of the Transferee, and a copy of the deed or other documentation evidencing the conveyance and description of the property conveyed.

12. Representations and Warranties. The Owners hereby represents and warrant to the other signatories hereto:
- A. That the Owners are the sole owners of the Property;
 - B. That the Owners hold fee simple title to the Property, subject to the following interests or encumbrances:
 - a. A right of way easement to County of Meigs, recorded on July 22, 1959, in Volume 202, Page 373, Meigs County Deed Records.
 - b. A right of way easement to Leading Creek Conservancy District, recorded October 6, 1995, in Volume 26, Page 625, Meigs County Official Records.
 - c. A right of way easement to Oxford Oil Company, recorded April 10, 2008, in Volume 269, Page 39, Meigs County Official Records.

- d. An oil and gas lease to Thomas H. Smith, recorded March 10, 1978, In Volume 63, Page 61, Meigs County Lease Records.
 - e. An oil and gas lease to Jearl R. Hott, recorded August 31, 1978, in Volume 63, Page 61, Meigs County Lease Records.
 - f. An oil and gas lease to Oxford Oil Company, recorded April 10, 2008, in Volume 269, Page 12, Meigs County Official Records.
- C. That the Owners have the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. That the Owners have identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owners' intention to enter into this Environmental Covenant; and
- E. That this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owners are a party or by which the Owners may be bound or affected.
13. Amendment. This Environmental Covenant may be amended by consent of all of the following: the Owners or any Transferee, the FWS, and the SWCD, pursuant to ORC §5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. This Environmental Covenant may be amended only by a written instrument duly executed by the Regional Director of the FWS, the Chairman, Board of Supervisors of the SWCD, and the Owners or any Transferee of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment of this Environmental Covenant, the Owners or any Transferee shall file such amendment with the Meigs County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded amendment to the FWS and the SWCD.

14. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, enforceability of the remaining provisions shall not in any way be affected or impaired.
15. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.
16. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, the SWCD shall file this Environmental Covenant in the same manner as a deed to the Property, with the Meigs County Recorder's Office.
17. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Meigs County Recorder.
18. Distribution of Environmental Covenant. The Owners shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to the FWS and the SWCD.
19. Notice. Unless otherwise notified in writing by or on behalf of the current owners, the FWS, or the SWCD, any document or communication required by this Environmental Covenant shall be submitted to:

Field Supervisor, Ohio Field Office
U.S. Fish & Wildlife Service
4625 Morse Road, Suite 104
Columbus, OH 43230

Leading Creek Program Administrator
Meigs Soil and Water Conservation District
33101 Hiland Road
Pomeroy, OH 45769

William Alan and Marta H. Blackwood
32082 Side Hill Road
Rutland, OH 45775

IT IS SO AGREED:

William Alan Blackwood
Signature of Co-Owner

Marta H. Blackwood
Signature of Co-Owner

William Alan Blackwood
Printed Name

Marta H. Blackwood
Printed Name

MAY 9, 2012
Date

May 9, 2012
Date

State of Ohio)
County of Meigs)

ss:

Before me, a notary public, in and for said county and state,
personally appeared _____ providing satisfactory
verification that she is the person identified herein above.

IN TESTIMONY WHEREOF, I have subscribed my name and
affixed my official seal this

9th day of May, 2012.



VICKI E. MORROW
Notary Public, State of Ohio
My Commission Expires March 1, 2016
Recorded in Meigs County

Vicki E. Morrow
Notary Public

March 1, 2016
Date of My Commission Expiration

U.S. FISH & WILDLIFE SERVICE

for
Carl Woolley
Tom Melius, Regional Director
Region 3
1 Federal Drive
Fort Snelling, Minnesota 55111

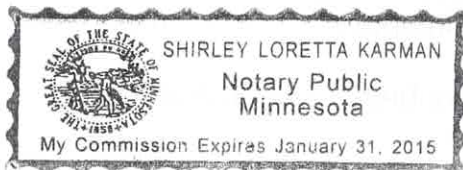
4/25/12
Date

State of Minnesota)
County of Hennepin) ss:

Before me, a notary public, in and for said county and state,
personally appeared Tom Melius, Regional Director, U.S. Fish and Wildlife
Service, who acknowledged to me that he did execute the foregoing
instrument on behalf of the U.S. Fish & Wildlife Service.

IN TESTIMONY WHEREOF, I have subscribed my name and
affixed my official seal this

25th day of April, 2012.



Shirley Loretta Karmann
Notary Public
1/31/2015
Date of My Commission Expiration

MEIGS SOIL & WATER CONSERVATION DISTRICT

Joe Bolin Chairman 05/09/12
Name, Title Date

State of Ohio)
County of Meigs) ss:

Before me, a notary public, in and for said county and state, personally appeared Joe Bolin, who acknowledged to me that he/she did execute the foregoing instrument on behalf of the Meigs Soil & Water Conservation District.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this

9th day of May, 2012.



VICKI E. MORROW
Notary Public, State of Ohio
My Commission Expires March 1, 2016
Recorded in Meigs County

Vicki E. Morrow
Notary Public

March 1, 2016
Date of My Commission Expiration

This instrument prepared by:

Tara Campbell Lewis
U.S. Department of the Interior
Office of the Solicitor
Three Parkway Center
Suite 385
Pittsburgh, PA 15220
412-937-4004

GENERAL WARRANTY DEED

EVERETT ROFFEE and LENA ROFFEE, husband and wife, GRANTORS, for valuable consideration paid, grant with general warranty covenants, to WILLIAM ALAN BLACKWOOD and MARTA H. BLACKWOOD, for their joint lives, remainder to the survivor of them, GRANTEES, whose tax mailing address is 32082 Side Hill Road, Rutland, Ohio 45775, the following real property:

PARCEL NO. 1: Situated in the State of Ohio, County of Meigs, and Township of Scipio, in Section 31, Town 7, Range 14 of the Ohio Company's Purchase, and described as follows: Having as a point of beginning an iron stake on the southern township line 1328 feet from the southwest corner of Section 31; thence north 936 feet to the middle of County Road 10; thence easterly along the center line of County Road 10 1350 feet to a point in the center of the road; thence south 790 feet to an iron stake in the Section line; thence west along the Section line 1312 feet to the place of beginning. Containing 29.2 acres, more or less.

PARCEL NO. 2: Situated in the State of Ohio, County of Meigs, and Township of Rutland, in Section 36, Town 6, Range 14 of the Ohio Company's Purchase and described as follows: Beginning 1856.58 feet north from the center of Section 36 or at the northeast corner of the C.W. Van Meter property; thence west 843.14 feet to an iron stake; thence north 817.08 feet to a stake in the Rutland/Scipio Townships line; thence east 1024.64 feet to an iron stake; thence south 115.5 feet along the fence line to the corner; thence west 181.5 feet to the fence corner; thence south 701.58 feet to the place of beginning. Containing 16.32 acres, more or less.

Reference Deed: Volume 312, Page 449, Meigs County Deed Records.

Being Auditor's Parcel Numbers: 17-00063.000 and 11-00065.002.

The real estate above described is subject to all leases, easements and rights of way of record.

The preparer of this instrument does not certify the accuracy of the above description and does not express any opinion of title to the above described real estate.

BOOK 66 PAGE 888

WITNESS our hands this 20 day of APRIL, 1998.Signed and Acknowledged in
the Presence of:

1 Donald Roffee
Print: Donald Roffee
2 Robert W King
Print: ROBERT W KING

X Everett Roffee
Everett Roffee

1 Donald Roffee
Print: Donald Roffee
2 Robert W King
Print: ROBERT W KING

X Lena Roffee
Lena Roffee

State of OHIO,
County of GUERNSEY, ss:

Before me, a notary public in and for said County and State, personally appeared the above named Everett Roffee, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

In testimony whereof, I have hereunto subscribed my hand at
BYESVILLE, OHIO, this 20 day of APRIL, 1998.

X Robert W King
Notary Public
MY COMM EXP: 21 AUGUST 2002

State of OHIO,
County of GUERNSEY, ss:

Before me, a notary public in and for said County and State, personally appeared the above named Lena Roffee, who acknowledged that she did sign the foregoing instrument, and that the same is her free act and deed.

In testimony whereof, I have hereunto subscribed my hand at
BYESVILLE, OHIO, this 20 day of APRIL, 1998.

X Robert W King
Notary Public
MY COMM EXP: 21 AUGUST 2002

This instrument prepared by:
Linda R. Warner
of the Law Firm of
LITTLE, SHEETS & WARNER
211-213 East Second Street
Pomeroy, Ohio 45769.

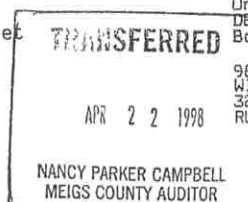
9800001333
Filed for Record in
MEIGS COUNTY, OHIO
EMMOGENE HAMILTON
On 04-22-1998 At 01:37 pm.
DEED 14.00
Book OR Vol. 66 Pg. 887 - 888

This Conveyance has been examined
and the Grantor has complied with
Section 319.262 of the Revised Code.

FEES 13.00

EXEMPT

Nancy Parker Campbell Meigs County Auditor



9800001333
WILLIAM ALAN BLACKWOOD
32082 SIDE HILL ROAD
RUTLAND, OH 45775

Instrument
201200001228 ORBook Page
327 658

Know all Men by these Presents

That, HAZEL BLACKWOOD OLIVER, married, and OHLER OLIVER, her husband,

of Guernsey County, State of Ohio, for valuable consideration paid, grant to ALAN AND MARTA H. BLACKWOOD, husband and wife, for and during their joint lives, the remainder to the survivor, his or her heirs and assigns, whose tax-mailing address is

Route 1, Box 220A, Rutland, Ohio

the following real property:

SITUATE IN THE TOWNSHIPS OF RUTLAND AND SCIPIO, COUNTY OF MEIGS, AND STATE OF OHIO, to-wit:

PARCEL NO. 1: Situate in the Township of Rutland, County of Meigs, and State of Ohio, bounded and described as follows: BEGINNING at the Northwest corner of Section 36; thence East 1730.2 feet along the Rutland/Scipio Townships line to an iron stake; thence South 995.3 feet to an iron stake; thence West 1730.2 feet to an iron stake on the western line of Section 36; thence North 995.3 feet to the place of beginning. CONTAINING 39.4 acres, more or less.

PARCEL NO. 2: Situate in the Township of Scipio, County of Meigs, and State of Ohio, bounded and described as follows: BEGINNING at a point on the southern boundary line of Section 31, 935 feet from the southwestern corner of said section; thence North 6° 50' West 458 feet; thence North 6° 01' East 201.8 to a point on the center line of the road; thence easterly 173 feet; thence South 655.4 feet to an iron stake on the township line; thence along said line 142 feet to the place of beginning. CONTAINING 2.5 acres, more or less.

va 294 423

FEE \$
EXEMPT

William R. Wickline, County Auditor

Instrument 201200001228 OR Book Page 327 659

Prior Instrument Reference: Volume Page
Ohler Oliver, 1000 husband of the grantor, releases all rights of dower therein.

Witness our hand s this 6 day of August 19 84

Signed and acknowledged in presence of

William J. Hynes
Ruth Kenney

Hazel Blackwood Oliver
Hazel Blackwood Oliver

Ohler Oliver
Ohler Oliver

State of Ohio, } ss. Before me, a Notary Public
Guernsey County, } In and for said County and State, personally appeared the above named
HAZEL BLACKWOOD OLIVER and OHLER OLIVER, husband and wife,
who acknowledged that they did sign the foregoing instrument and that the same is their free
act and deed.
In Testimony Whereof I have hereunto set my hand
and official seal, at
this 6th day of August A.D. 1984

William J. Hynes
Notary Public
William J. Hynes
Notary Public, State of Ohio
My Commission Expires 11-16-88

This instrument prepared by

62651
Quit Claim Deed

HAZEL BLACKWOOD OLIVER, married,
and OHLER OLIVER, her husband,

TO

ALAN AND MARTA H. BLACKWOOD,
husband and wife

Transferred Sept 30 1984

William R. Wickline
COUNTY AUDITOR

RECEIVED FOR RECORD
8:33A M

SEP 21 1984
RECORDED
Book Vol 294 PAGE 423

Emmerson H. Hite
RECORDED
WELLS COUNTY, OHIO

Alan Blackwood
10 Blackwood
201200001228
201200001228
201200001228

FORM 668-X • Quit Claim • OHIO Statutory Form

TUTBLANK REGISTERED U. S. PAT. OFFICE
Tuttle Law Print Inc., Publishers Rutland, Vt.

Know all Men by these Presents

That, HAZEL BLACKWOOD OLIVER, widow,

of Meigs County, State of Ohio, for valuable consideration paid, grants to WILLIAM ALAN BLACKWOOD and MARTA H. BLACKWOOD, husband and wife, as tenants by the entirety, for their joint lives, the remainder to the survivor, his or her heirs whose tax-mailing address is and assigns,

Route #1, Box 220A, Rutland, OH 45775
the following real property:

Situated in SCIPIO Township, Meigs County, and State of Ohio, and bounded and described as follows:

BEGINNING at a point on the southern boundary line of Section 31, 1077 feet from the southwestern corner of said section; thence North 655.4 feet to a point on the centerline of Dexter Road; thence easterly along the center of the road 473 feet to a point in the center of the road; thence South 936 feet to the southern boundary line of Section 31; thence west along that line 380 feet to the point of beginning. CONTAINING 7.8 acres, more or less.

Prior Instrument Reference: Volume 294 , Page 419

~~not a valid instrument, and all rights of the grantor~~Witness my hand this 6th day of September
19 89.

Signed and acknowledged in presence of

Jessie Martin
Jane Russell
Ernie AldrichHazel Blackwood Oliver
Hazel Blackwood OliverState of Ohio, } ss. Before me, a Notary Public
Meigs County, } in and for said County and State, personally appeared the above named
HAZEL BLACKWOOD OLIVERwho acknowledged that she did sign the foregoing instrument and that the same is her free
act and deed.In Testimony Whereof I have hereunto set my hand
and official seal, at Pomeroy, Ohio
this 6th day of September A.D. 1989.Mary L. King
My Commission expires
Jan. 5, 1991This instrument prepared by Grantor

76859

Quit-Claimed

TO

Transferred September 13, 1989William B. Wickham
County AuditorThis Conveyance has been examined
and the Grantor has complied with
Section 3112, of the Revised Code.RECEIVED FOR RECORD
.....2:55 P.M.
SEP 13 1989
RECORDED Sept 14 1989
Deed VOL 316 PAGE 91
EMILY HOLSTEIN CORGO
RECORDER
MEIGS COUNTY OHIO
Notary Public
Notary Seal
Notary Seal

37.73 ACRE PARCEL

APPROVED BY MEIGS COUNTY
ENGINEER/TAX MAP OFFICE
DATE 9-28-2011 *DAW*

Situated in Scipio Township, Meigs County, State of Ohio, and being in Section 31, Town 7 North, Range 14 West of the Ohio Company's Purchase and being described as follows: beginning at an iron set, said iron pin being N 89° 06' 18" E, a distance of 950.51' from a cornerstone found at the southwest corner of said Section 31;

Instrument 2011200001228 OK Page 327 of 662

thence N 09° 46' 35" W, a distance of 457.89' to an iron pin set;

thence N 07° 25' 27" E, a distance of 204.21' to a point in the centerline of County Road 7, passing an iron pin set at 186.78' for reference;

thence the following seventeen (17) calls along the centerline of said County Road 7

N 86° 02' 29" E, a distance of 43.22'
N 69° 47' 19" E, a distance of 71.84'
N 57° 39' 14" E, a distance of 93.76'
N 47° 22' 17" E, a distance of 245.62'
N 51° 17' 57" E, a distance of 148.75'
N 59° 51' 12" E, a distance of 94.35'
N 69° 00' 40" E, a distance of 121.05'
N 80° 34' 42" E, a distance of 86.04'
S 88° 02' 14" E, a distance of 78.43'
S 80° 52' 12" E, a distance of 92.40'
S 74° 26' 46" E, a distance of 186.37'
S 74° 20' 34" E, a distance of 184.67'
S 74° 29' 30" E, a distance of 231.01'
S 71° 05' 08" E, a distance of 121.51'
S 59° 04' 25" E, a distance of 68.78'
S 47° 07' 06" E, a distance of 84.79'
S 41° 00' 52" E, a distance of 38.33';

thence S 00° 17' 49" E, a distance of 728.60' to a cornerstone found, passing an iron pin set at 45.99' for reference;

thence S 89° 06' 18" W, a distance of 1729.46' to the POINT OF BEGINNING; said described tract containing 37.73 Acres, more or less, excepting all legal utility easements and rights of way

Reference Deeds:

2.92 ACRES (SURVEY) 2.50 ACRES (DEED) FROM VOLUME 294, PAGE 423, PARCEL 1
7.79 ACRES (SURVEY) 7.80 ACRES (DEED) FROM VOLUME 316, PAGE 91
27.02 ACRES (SURVEY) 29.20 ACRES (DEED) FROM OFFICIAL RECORDS VOLUME 66, PAGE 887, PARCEL 1

Bearings are assumed and are for angle measurement only.

The above description is based on a survey in September 2011 by E & E Borderline Surveying, Robert R. Eason, Ohio P.S. No. 7033.

SCIPIO TOWNSHIP, MEigs COUNTY, OHIO, SECTION 31, T7N, R14W
REFERENCE DEEDS: 2.89 ACRES (SURREY) 2.50 ACRES (DEED) FROM VOLUME 294, PAGE 423, PARCEL 1
7.79 ACRES (SURREY) 7.80 ACRES (DEED) FROM VOLUME 16, PAGE 91
27.02 ACRES (SURREY) 29.20 ACRES (DEED) FROM OFFICIAL RECORDS VOLUME 66, PAGE 887, PARCEL 1
BEARINGS ARE ASSUMED AND ARE FOR ANGLE MEASUREMENT ONLY.
THIS PLAT SHOWS NO LEGAL EASEMENTS OR RIGHTS OF WAY.



