

200700004478
Filed for Record in
JACKSON COUNTY, OHIO
ROSE WALTERS
09-28-2007 At 03:28 pm.
MISC 128.00
Book 56 Page 415 - 428

Instrument Book Page
200700004478 DR 56 415

Cross-Reference to:
General Warranty Deed
Instrument 200700003956
Book 55, Page 1011

200700004478
APPALACHIA OHIO ALLIANCE
P O BOX 1151
LOGAN OH 43138

Computer

Abstract

Proof

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by the Appalachia Ohio Alliance (AOA) (Owner) and the United States Fish and Wildlife Service (FWS) pursuant to Ohio Revised Code (ORC) §§ 5301.80 to 5301.92 for the purpose of subjecting the 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.

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.
2. Property. This Environmental Covenant concerns an approximately 222 acre tract of real property, located at Pyro and C.H.&D. Road, Madison Township, Jackson County, Ohio, The boundaries of the property are more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein (Property).
3. Owner. The Appalachia Ohio Alliance, which is located at PO Box 1151, Logan, Ohio 43138, is the owner of the Property (Owner).
4. Holder. Owner, whose address is listed above, is the holder of the Environmental Covenant.
5. Activity and Use Limitations. As part of the Natural Resource Restoration Plan and Environmental Assessment for Leading Creek Stream System (Restoration Plan), Owner hereby imposes and agrees to comply with the following activity and use limitations:

- A. The Property shall be kept in its natural state, i.e., no building, 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. There shall be no filling, excavating, or removal of top soil, sand, gravel, rock, minerals or other materials on the property, nor any building minerals or other materials on or at the Property, nor any building of roads or change in topography of the land in any manner, other than that caused by the forces of nature or as reserved herein.
- C. The control, management and eradication of animal or plant species on the Property must be pursuant to a Non-Native, Noxious or Nuisance Species Control Plan approved by the FWS, Reynoldsburg, 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, nor any other interests in the Property shall be granted for this purpose. However, the Owner reserves the right to maintain and repair telephone, electric, water, wells, or other utility lines or mains on existing easements needed to provide for the needs of the Owner, successors or assigns. The area affected by the repair work shall be the minimum necessary to accomplish the task. Upon completion of all construction for such utilities, the area shall be restored to its previous 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 from the Property, except that which is necessary to maintain foot paths and trails, to restore natural habitat areas, to promote natural vegetation, and to protect life and property.
- G. The Property shall at all times be kept free of garbage, trash, and machinery; and no other unsightly material shall be allowed to accumulate or be stored thereon.
- H. Use of recreational vehicles, including snow mobiles, all terrain vehicles or other motorized vehicles shall not be permitted on the Property.
- I. Trapping on the Property is prohibited without prior written consent of FWS.
- J. 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.

6. Breach. If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, or any other person constitutes a breach of the activity

and use limitations, Owner or Transferee shall notify the FWS within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action.

7. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors 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 owner of any interest in the Property including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

8. Compliance Enforcement. In the event of a violation of this Environmental Covenant, a civil action for injunctive and/or other equitable relief may be maintained by the FWS, 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 from exercising any authority under applicable law.

9. Rights of Access. Owner hereby grants to the FWS, their agents, contractors, and employees the right of access to the Property for implementation or enforcement of this Environmental Covenant.

10. Compliance Reporting. Owner or any Transferee shall submit to the FWS on an annual basis, written documentation verifying compliance with this Environmental Covenant.

11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property, or any portion thereof, 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 _____, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE JACKSON COUNTY RECORDER ON _____, 200_, IN [DOCUMENT ____, or BOOK ____, PAGE ____,].

12. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is subject to the following interests or encumbrances:
 - (1). Easement to Buckeye Rural Electric Cooperative, Inc. dated 11/08/06 as recorded

in Official Record Volume 49, Page 1103, Office of the Recorder, Jackson County, Ohio.

(2). Easement to Ohio River Pipeline, LLC dated 02/24/00 as recorded in Deed Volume 324, Page 410, Office of the Recorder, Jackson County, Ohio.

(3). Easement to Southern Ohio Electric Company dated 10/10/29 as recorded in Deed Volume 100, Page 297, Office of the Recorder, Jackson County, Ohio.

(4). Easements to County of Jackson dated 09/18/40 as recorded in Deed Volume 120, Page 127 and dated 06/17/41 as recorded in Deed Volume 120, Page 262, Office of the Recorder, Jackson County, Ohio.

(5). Easements to Columbus and Southern Ohio Electric Company dated 10/28/59 as recorded in Deed Volume 159, Page 218, and dated 07/30/71 as recorded in Deed Volume 203, Page 1019, and dated 07/25/57 as recorded in Deed Volume 152, Page 569 and dated 08/07/70 as recorded in Deed Volume 203, Page 1021, and dated 08/20/70 as recorded in Deed Volume 205, Page 747, Office of the Recorder, Jackson County, Ohio.

(6). Easements to Jackson County Water Company dated 06/09/71 as recorded in Deed Volume 205, Page 373, and dated 05/05/76 as recorded in Deed Volume 225, Page 477 and dated 05/08/75 as recorded in Deed Volume 225, Page 979, Office of the Recorder, Jackson County, Ohio.

(7). Easement to Buckeye Rural Electric Cooperative, Inc. dated 12/27/88 as recorded in Deed Volume 271, Page 259, Office of the Recorder, Jackson County, Ohio.

(8). Right of Way Agreement and lease dated 12/06/06 to Western Land Services as recorded in Official Record Volume 53, Page 713, and Volume 50, Page 2649, Office of the Recorder, Jackson County, Ohio.

- C. that the Owner has 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 Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's 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 Owner is a party or by which Owner may be bound or affected.

13. Amendment. This Environmental Covenant may be amended by consent of all of the following: the Owner or a Transferee and the FWS, 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 activity and use limitation remaining.

This Environmental Covenant may be amended only by a written instrument duly executed by the Regional Director of the FWS and the Owner or Transferee of the Property, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Jackson County Recorder's Office, and shall provide a file and date-stamped copy of the recorded instrument to the FWS.

14. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and 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, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Jackson 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 Jackson County Recorder.

18. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: the FWS.

19. Notice. Unless otherwise notified in writing by or on behalf of the current owner or the FWS, any document or communication required by this Environmental Covenant shall be submitted to:

Regional Director
U.S. Fish & Wildlife Service
Region 3
1 Federal Drive
Fort Snelling, Minnesota 55111

The undersigned representative of Owner represents and certifies that he is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

Appalachia Ohio Alliance

Brian Blair

Brian Blair, President

Brian Blair, President
Printed Name and Title

Date September 19, 2007

State of Ohio)

County of Hocking) ss:

Before me, a notary public, in and for said county and state, personally appeared Brian Blair, a duly authorized representative of the Appalachia Ohio Alliance, who acknowledged to me that he did execute the foregoing instrument on behalf of Appalachia Ohio Alliance.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 19th day of September, 2007.

Angela D. Hardy
Notary Public

SEAL

Date of My Commission Expiration
1-22-08

U.S. Fish & Wildlife Service

David R. Downes

8/28/07

Robyn Thorson, Regional Director, Region 3

Date

for State of Minnesota)

) ss:

County of Hennepin)

Before me, a notary public, in and for said county and state, personally appeared ~~Robyn Thorson~~ ^{David R. Downes}, a duly authorized representative of the FWS, who acknowledged to me that ~~she~~ ^{he} did execute the foregoing instrument on behalf of the FWS.

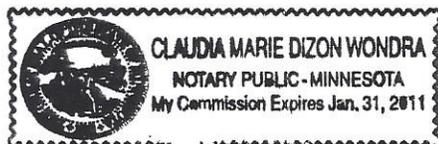
IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 28th day of August, 20 07.

Claudia Marie Dizon Wondra

Notary Public Claudia Marie Dizon Wondra

1/31/2011

Date of My Commission Expiration



Instrument Book Page
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EXHIBIT "A"

TRACT ONE:

Being all that part of the North West Quarter of Section No. Seventeen (17), Township No. Seven (7), of Range Seventeen (17), Beginning at the North West corner of said Section; thence South on the Section line 2046 links; thence east parallel to the North line of said Section 3025 links to the right of way of the old C. H. & D. Railroad, now known and used as a public highway; thence North along said right of way and public highway to a point where a public highway runs and leads to the north west from said C. H. & D. right of way; thence in a North westerly direction along said public road and highway to the North line of said Section; thence west along the North line of said Section to the place of beginning,

Except a tract in the form of a parallelogram in the North West corner thereof, 100 feet by 150 feet, 100 feet wide from North to South and 150 feet long from East to West, and also a private roadway from the above described premises to the road intersecting the Oak Hill and Jackson Road near Cackley's Switch.

Also excepting therefrom the following described real estate:

Beginning at the intersection of the North line of said section with the centerline of County Road 47 and thence from said place of beginning South 28° East along the centerline of County Road 47 a distance of 525 feet to a point in the centerline of said road; thence South 89° 30' West a distance of 500 feet to a point; thence North 28° W to the North line of said section; thence East along the North line of said section to the place of beginning, containing 5 $\frac{3}{4}$ acres, more or less.

The real estate hereby conveyed containing, after said exception, 60 65/100 acres, more or less.

Parcel No. I15-002-00-317-00

TRACT TWO:

Being a part of the northwest quarter of the northwest quarter of Section 17, Township 7, Range 17 as follows:

Commencing at a point in the west line of said Section 17, 100 feet south of the intersection of the north and west lines of said section;

thence eastwardly parallel with the north line of Section Seventeen (17) one hundred and fifty (150) feet;

thence northwardly parallel with the west line of said Section Seventeen (17) one hundred (100) feet;

thence westwardly along the north line of Section Seventeen to the intersection of the north and west lines of Section Seventeen (17);

thence southwardly along the west line of Section Seventeen (17) one hundred (100) feet more or less to the place of beginning being a parallelogram one hundred and fifty (150) feet long and one hundred (100) feet wide in the north west corner of said Section Seventeen (17) of said township and range; being the same property conveyed by David L. Morgan to The Du Brul Company by deed dated June 13, 1907, and recorded in Deed Book 62, Page 180 containing 0.34 acres, more or less.

Being Parcel VI of deed recorded in deed book volume 191, page 581.

There is hereby excepted and reserved unto the grantor, its successors and assigns, the existing railroad right of way extending generally east and west through the aforesaid Parcels 4 and 5.

Parcel No. I15-002-00-317-01

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EXHIBIT "A"

TRACT THREE:

Situate in the Township of Madison, County of Jackson and State of Ohio, to wit:

All that part of the southwest quarter of the southwest quarter of Section 8, Township 7, Range 17 lying on the southwesterly side of County Road 47 and containing 27 acres, more or less.

Being part of Parcel 1 of deed recorded in deed book volume 192, page 744.

Parcel No. I15-002-00-026-01

TRACT FOUR:

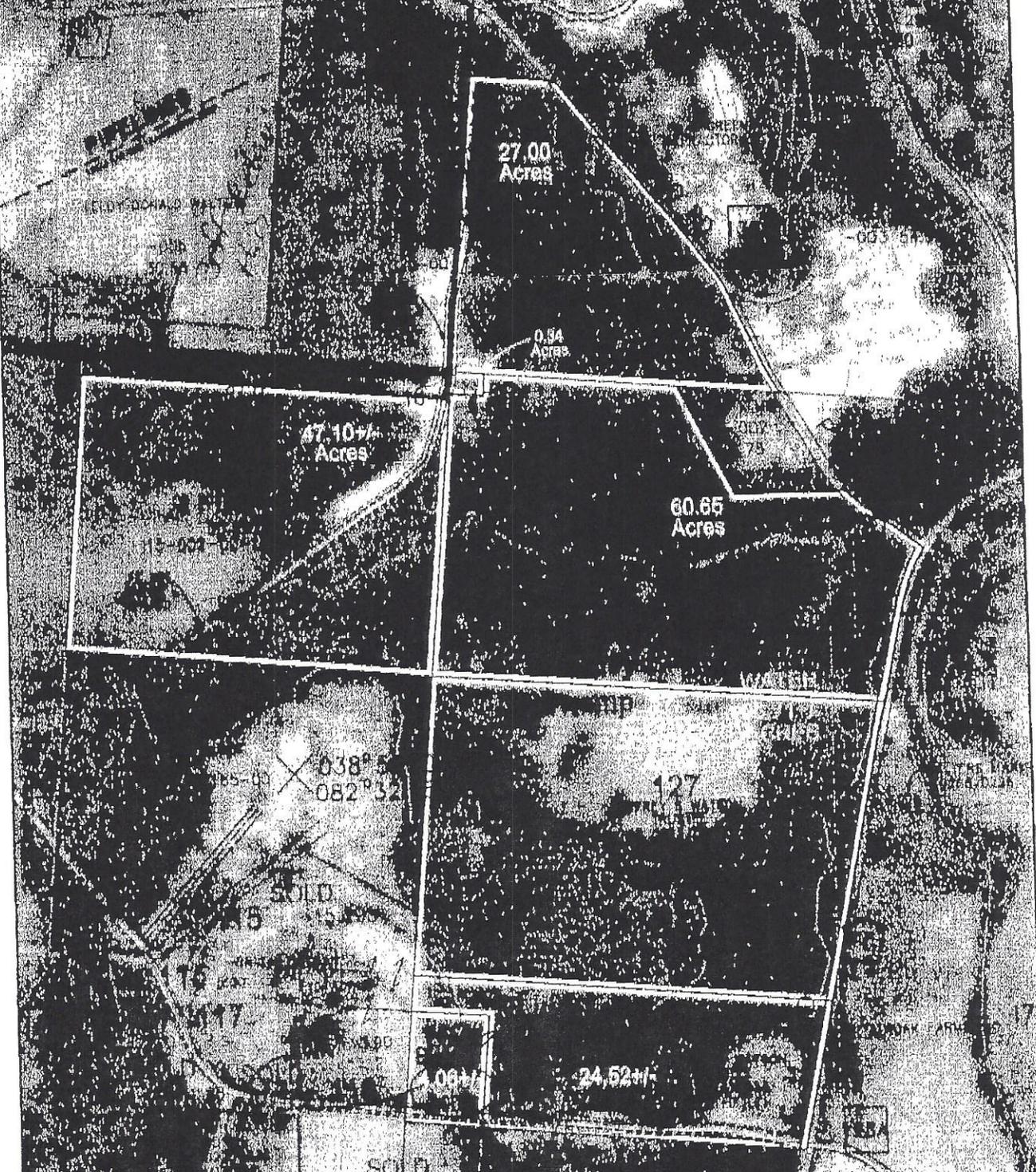
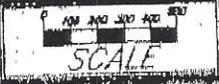
Situate in the Township of Madison, County of Jackson and State of Ohio, to wit:

Being part of Section 17, beginning at a point 2046 links south of the northwest corner of said section; thence east parallel with the north line of said Section 3065 links, more or less, to the center line of the former R. O. W. of the C.H.&D. Railroad; thence southerly along the center line of said R.O.W. to the half section line running east and west; thence west along said half section line to the west line of said Section 17; thence north along said Section line to the place of beginning, containing 56.25 acres, more or less.

Parcel No. I15-002-00-314-00

CACKLEY SWAMP
TRACTS
MADISON TOWNSHIP
JACKSON COUNTY
STATE OF OHIO

WINDSOR L.T.D.
JEFFREY S. WATSON, TRUSTEE
4183 TWP. RD. 180
BELLEFONTAINE, OH 43311
1-800-884-6440



47.10+/-
Acres

27.00
Acres

0.54
Acres

60.65
Acres

4.06+/-
Acres

24.52+/-
Acres

038° 51'
082° 32'

SOLD

SOLD

New Survey

07-16

Instrument 200700004478 OR Book Page 56 425

Miller's Surveying, LLC
Melissa Miller, E.I., P.S. 8187
11659 State Route 93
Jackson, Ohio 45640
Phone/Fax: (740) 286-2549

Legal Description of 28.603 Acres for Jeffrey S. Watson, Trustee

The following described tract of land is located in a part of the North Half of the Southwest Quarter of Section 17, T~07~N, R~17~W, Madison Township, Jackson County, Ohio, and is part of the land conveyed to Jeffrey S. Watson, Trustee in Official Record 23, Page 935, as recorded at the Jackson County Recorder's Office. It is more particularly bounded and described as follows:

Commencing at a Five-Eighths Inch (5/8") Iron Pin Found flush with the ground with identification cap stamped "7084" at the Northwest Corner of the Southwest Quarter of Section 17, said Iron Pin Found also being the **Point of Beginning** of the tract of land herein described and conveyed;

Thence, along the North Line of said Southwest Quarter, S~88°32'18"~E, a distance of 1917.43 feet to a Mag Nail Set in the centerline of County Road 2 (C. H. & D. Road);

Thence, along said centerline, S~09°06'38"~W, a distance of 697.12 feet to a Mag Nail Set in the Northeast Corner of Jacqueline M. Poteet's Property (O.R.23, P.2807 & O.R.30, P.2639);

Thence, departing said centerline and along the North Line of said Poteet property, N~86°46'56"~W, a distance of 1838.87 feet to an Iron Pin Set in the West Line of Section 17;

Thence, along said West Line, N~02°40'04"~E, passing a Five-Eighths Inch (5/8") Iron Pin Found flush with the ground with identification cap stamped "7084" at 200.24 feet and passing another Five-Eighths Inch (5/8") Iron Pin Found flush with the ground with identification cap stamped "7084" at an additional 269.53 feet, for a total distance of 634.71 feet to the **Point Of Beginning**. This tract contains a **total of 28.603 acres**, with 24.642 acres being all of Auditor's Parcel Number I15-002-00-313-01 (carried as 11.37 acres), and 3.961 acres being all of Auditor's Parcel Number I15-002-00-314-01 (carried as 2.77 acres).

This tract is subject to a sixty foot (60') wide non-exclusive easement to be for the use of the grantee and the grantor and their assigns. Said sixty foot (60') non-exclusive easement shall be thirty feet (30') on each side of the following described centerline:

Beginning N~02°40'04"~E, a distance of 30.00 feet from the Southwest Corner of the above described 28.603 acre tract;

Thence, the following five courses and distances:

S~86°46'56"~E, a distance of 934.50 feet;

S~88°34'15"~E, a distance of 160.69 feet;

N~87°17'19"~E, a distance of 281.52 feet;

S~85°48'03"~E, a distance of 117.59 feet;

S~82°38'49"~E, a distance of 351.26 feet to the centerline of C. H. & D. Road

and the end of the centerline of said sixty foot (60') wide non-exclusive easement. This tract is also subject to all other easements and legal rights-of-way of record.

Bearings are rotated to a survey recorded in Official Record 32, Page 1668 at the Jackson County Recorder's Office, and are for angular purposes only. Iron pins set are Reinforcing Bars, which are 5/8" in diameter by 30" in length with pink caps stamped "Miller's Surveying, LLC, Melissa Miller, P.S. 8187" and are all set flush with the ground.

A plat is attached hereto and made a part hereof. This survey is not valid without my original signature and my original seal. The above description was prepared from the results of an actual survey made in February, 2007 by Miller's Surveying, LLC.



Melissa Miller 3-6-07

Melissa Miller, P.S. 8187 Date

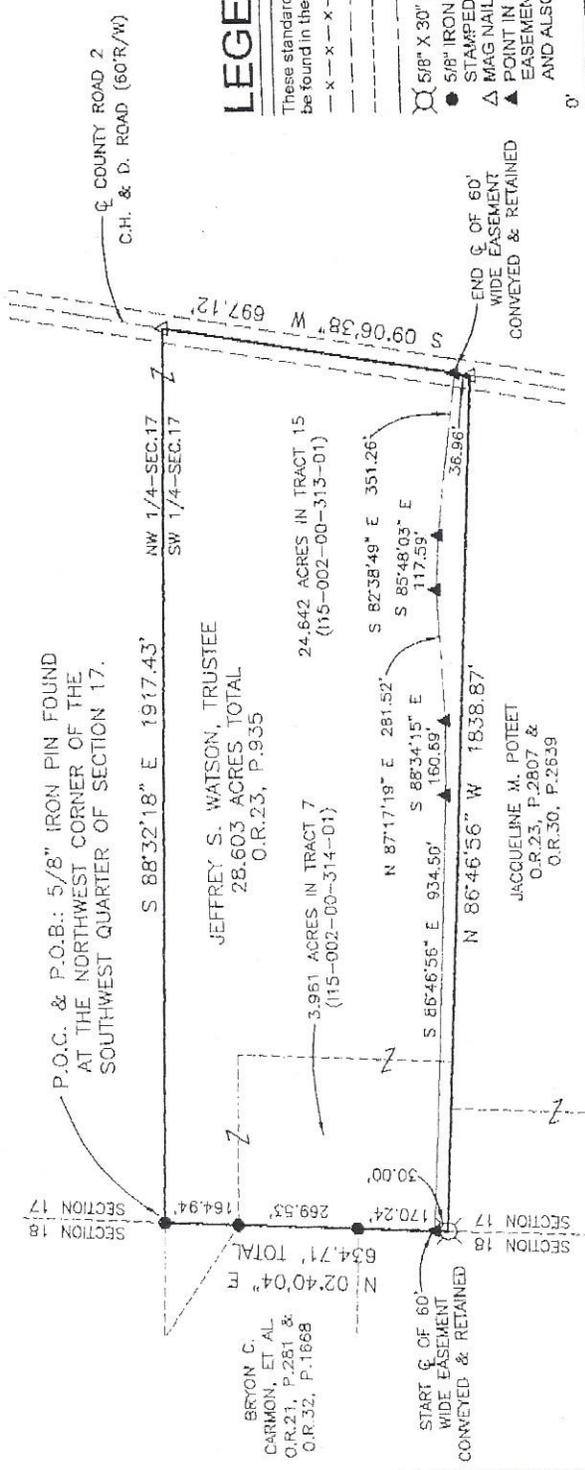
The description and plat is approved for accurate mathematical closure and/or proper plotting references.

Brian D. McElroy 3-6-07
 COUNTY ENGINEER DATE

BEARINGS ARE ROTATED TO A SURVEY RECORDED IN O.R. 32, P. 1658 AND ARE FOR ANGULAR PURPOSES ONLY.



PLAT OF SURVEY OF 28.603 ACRES LOCATED IN A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 17, T-07-N, R-17-W, MADISON TOWNSHIP, JACKSON COUNTY, OHIO.



LEGEND

- These standard symbols will be found in the drawing.
- x - x - x - x - FENCE LINE
 - - - - - RIGHT-OF-WAY
 - - - - - PROPERTY LINE
 - - - - - CENTERLINE
 - 5/8" X 30" RE-BAR SET, FLUSH
 - 5/8" IRON PIN FOUND, CAP STAMPED "7084", FLUSH
 - △ MAG NAIL SET
 - ▲ POINT IN CENTER OF 60' WIDE NON-EXCLUSIVE EASEMENT TO BE CONVEYED TO THE GRANTEE, AND ALSO RETAINED BY THE GRANTEE



MILLER'S SURVEYING, LLC
 11659 STATE ROUTE 93
 JACKSON, OHIO 45640
 (740) 286-2549

DATE:	JEFF WATSON
3/2/07	
SCALE:	PROJECT NUMBER:
1"=300'	07-16



I, MELISSA MILLER, DO CERTIFY THAT THE SURVEYING SERVICES ADDRESSED HEREIN HAVE BEEN PERFORMED, ACCORDING TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

Melissa Miller 3-6-07 DATE
 MELISSA MILLER, P.S. 8187

STATE OF OHIO
 JACQUESLINE M. POTEET
 O.R. 23, P. 2807 & O.R. 30, P. 2539
 END OF 60' WIDE EASEMENT CONVEYED & RETAINED

07-30

Miller's Surveying, LLC
Melissa Miller, E.I., P.S. 8187
11659 State Route 93
Jackson, Ohio 45640
Phone/Fax: (740) 286-2549

Instrument Book Page
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Legal Description of 49.369 Acres for Jeffrey S. Watson, Trustee

The following described tract of land is located in a part of the Northeast Quarter of Section 18, T~07~N, R~17~W, Madison Township, Jackson County, Ohio, and is part of the land conveyed to Jeffrey S. Watson, Trustee in Official Record 23, Page 935 (Tract 43), as recorded at the Jackson County Recorder's Office. It is more particularly bounded and described as follows:

Commencing at an Iron Pin Set at the Northeast Corner of Section 18;

Thence, along the East Line of said section, S~02°42'05"~W, a distance of 125.00 feet to an Iron Pin Set, said Iron Pin Set also being the **Point of Beginning** of the tract of land herein described and conveyed;

Thence, continuing along said East Line, S~02°42'05"~W, passing an Iron Pin Set at 441.12 feet, for a total distance of 1225.00 feet to a point in the waters of Cackley Swamp;

Thence, N~87°51'44"~W, passing an Iron Pin Set at 1340.44 feet, passing a Mag Nail Set at an additional 20.66 feet in the centerline of an existing haul road, and passing another Iron Pin Set at an additional 286.77 feet, for a total distance of 1747.87 feet to a point in the eastern property line of the Wanda Ann Canterbury, et al. property (V.324, P.125), which point is also under water;

Thence, along said east line, N~01°58'45"~E, a distance of 1224.95 feet to an Iron Pin Set;

Thence, with a new division and parallel to the North Line of said Section 18, S~87°51'44"~E, passing a Mag Nail Set in said existing haul road at 1710.24 feet, for a total distance of 1763.31 feet to the **Point Of Beginning**. This tract contains 49.369 acres and is part of Auditor's Parcel Number I15-002-00-188-00.

This tract is subject to a sixty foot (60') wide non-exclusive easement across said existing haul road and is to be for the use of the grantee and the grantor and their assigns. Said sixty foot (60') non-exclusive easement shall be thirty feet (30') on each side of the following described centerline:

Beginning at a Mag Nail Set which bears N~87°51'44"~W, a distance of 53.07 feet from the Northeast Corner of the above described 49.369 acre tract;

Thence, along said centerline, the following seven courses and distances:

- (L1) S~13°01'43"~W, a distance of 148.10 feet;
- (L2) S~30°31'21"~W, a distance of 109.72 feet;
- (L3) S~42°30'04"~W, a distance of 210.53 feet;
- (L4) S~57°32'26"~W, a distance of 234.93 feet;
- (L5) S~52°44'38"~W, a distance of 384.20 feet;
- (L6) S~54°15'53"~W, a distance of 418.27 feet;
- (L7) S~58°28'31"~W, a distance of 340.16 feet to a Mag Nail Set in the South Line

of said 49.369 acre tract and the end of the centerline of said sixty foot (60') wide non-exclusive easement. The side lines of said sixty foot (60') easement are to be extended and shortened to meet the property lines of said 49.369 acre tract.

This tract is also subject to all other easements and legal rights-of-way of record.

Bearings are rotated to a survey done by Roy DePue, P.S. 7084, approved by the Jackson County Engineer's Office on September 1st, 2005, and are for angular purposes only. Iron pins set are Reinforcing Bars, which are 5/8" in diameter by 30" in length with pink caps stamped "Miller's Surveying, LLC, Melissa Miller, P.S. 8187" and are all set flush with the ground.

A plat is attached hereto and made a part hereof. This survey is not valid without my original signature and my original seal. The above description was prepared from the results of an actual survey made in April, 2007 by Miller's Surveying, LLC.



landlocked parcel; for use only to adjoining owner's

Melissa Miller

4-17-07

Melissa Miller, P.S. 8187

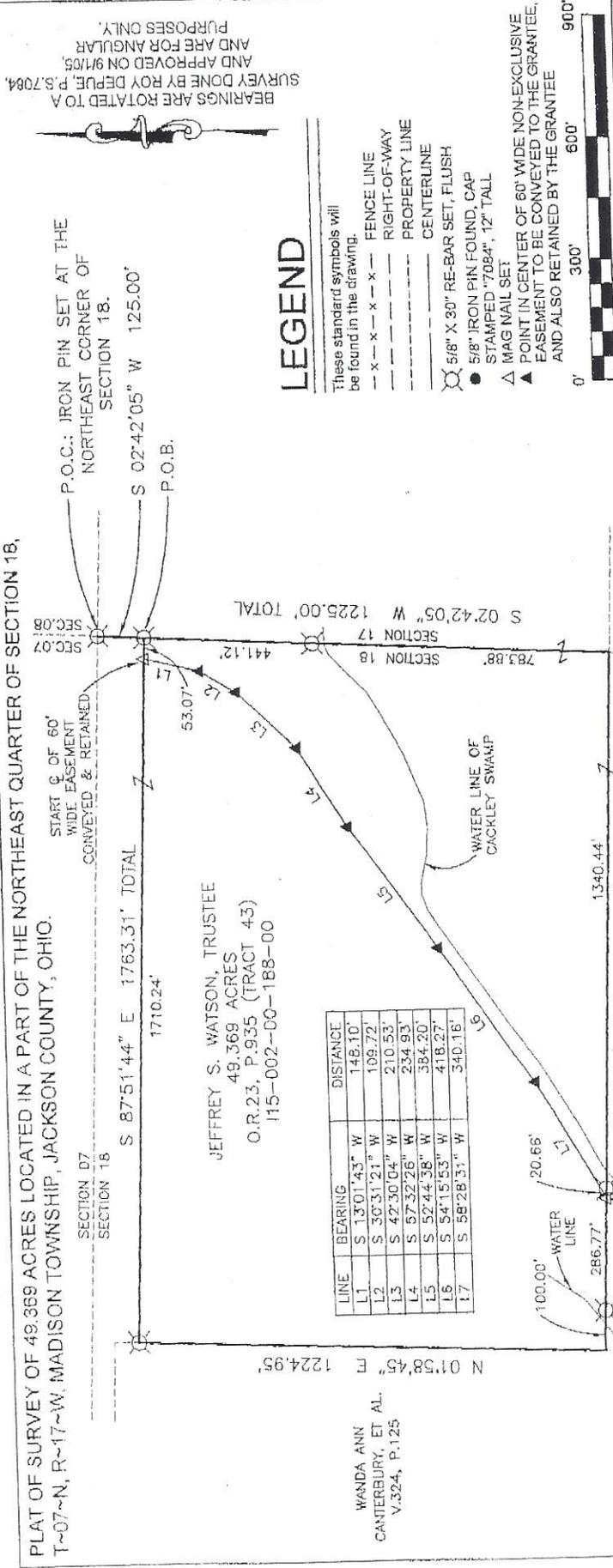
Date

The description and plat is approved for accurate mathematical closure and/or proper plotting references.

Brian D. McPherson 4-19-07
 COUNTY ENGINEER DATE

Instrument
200700004478 OR

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LINE	BEARING	DISTANCE
L1	S 13°01'43" W	146.10'
L2	S 30°31'21" W	109.72'
L3	S 42°30'04" W	210.53'
L4	S 57°32'26" W	234.93'
L5	S 52°44'38" W	384.20'
L6	S 54°15'53" W	418.27'
L7	S 58°28'31" W	340.16'

LEGEND

- These standard symbols will be found in the drawing.
- x - x - x - FENCE LINE
 - - - - - RIGHT-OF-WAY
 - - - - - PROPERTY LINE
 - - - - - CENTERLINE
 - ⊗ 5/8" X 30" RE-BAR SET, FLUSH
 - 5/8" IRON PIN FOUND, CAP STAMPED "7084", 12" TALL
 - △ MAG NAIL SET
 - ▲ POINT IN CENTER OF 60" WIDE NON-EXCLUSIVE EASEMENT TO BE CONVEYED TO THE GRANTEE, AND ALSO RETAINED BY THE GRANTEE



BEARINGS ARE ROTATED TO A SURVEY DONE BY ROY DEPULE, P.S. 7084, AND APPROVED ON 9/1/05 FOR ANGULAR PURPOSES ONLY.

Landlocked parcel; for transfer to adjoining owner only.

MILLER'S SURVEYING, LLC 11659 STATE ROUTE 93 JACKSON, OHIO 45640 (740) 286-2549	
DATE:	4/16/07
SCALE:	1" = 300'
PROJECT NUMBER:	07-30
JEFF WATSON	

Brian D. McPherson
COUNTY ENGINEER

The description and plat is approved for applicable mathematical closure and/or proper plating reference.

Brian D. McPherson 4/18/07
COUNTY ENGINEER



I, MELISSA MILLER, DO CERTIFY THAT THE SURVEYING SERVICES ADDRESSED HEREIN HAVE BEEN PERFORMED, ACCORDING TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

Melissa Miller
MELISSA MILLER, P.S. 8187
DATE 4-17-07