

Village of Crooksville, Ohio
Perry County, Ohio

RESOLUTION NO. 75-2022

**RESOLUTION APPROVING EASEMENT AGREEMENT BY AND BETWEEN
BUCKEYE COMMUNITY HOPE 8, L.P (VILLAGE GREEN SOUTH) AND THE
VILLAGE OF CROOKSVILLE, ALLOWING AND GOVERNING ENCROACHMENTS
FOR SOUTH PARK, AND FOR FUTURE MAINTENANCE AND REPAIR
OF SAID EASEMENT
AND DECLARING AN EMERGENCY**

Whereas, Buckeye Community Hope 8, L.P., commonly and hereafter referred to as Village Green South, is the owner of real property located at 1 Village Green Court, Crooksville, Perry County, Ohio, with Auditor's Parcel Numbers of 110006920000 and 110006930000 (the Village Green South Property); and

Whereas, the Village of Crooksville is the owner of real property located along County Road 98, Crooksville, Perry County, Ohio, with an Auditor's Parcel Number of 110012930000 (the Crooksville Property); and

Whereas, the Village Green South Property and the Crooksville Property are contiguous to one another; and

Whereas, Crooksville is the owner of a one story wood shed, a one story block shed, a playground and a baseball diamond that encroach over the property line between Village Green South and Crooksville; and

Whereas, Village Green South is willing to grant to the Village of Crooksville an Easement permitting the existing encroachments in their current locations until such time as Crooksville either (i) substantially renovates; (ii) improves the encroachments in any manner that would increase the scope of the encroachment easement area or purpose; (iii) relocates; (iv) removes the encroachments; (v) the encroachment is destroyed; (vi) Crooksville fails to maintain the encroachments in a safe and properly maintained condition, as reasonably determined by Village Green South; or (vii) the encroachments are no longer used for their intended use; all upon the terms and conditions as set forth within the Easement Agreement attached and incorporated in its entirety by reference; and

Whereas, the Village of Crooksville desires and is willing to accept the conveyance of easement, all in accordance with the terms of that certain Easement Agreement, a copy of which is attached hereto and incorporated herein by reference.

NOW THEREFORE BE IT, AND IT IS HEREBY RESOLVED by the Village of Crooksville, Perry County, State of Ohio, that:

1. The Village of Crooksville will accept the Easement Agreement to effectuate the intent set forth above, on the terms and in the form as attached hereto and incorporated herein by reference, and thereafter have and maintain such property as Village property for public use.
2. Emergency Clause: This Resolution shall pass as an emergency and have immediate effect, in the interests of the public welfare, in order that no delay shall be caused to an upcoming project for Village Green South, upon which work is scheduled to commence.

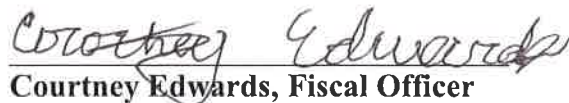
1st Reading: Waived on at least 3/4 Vote ;
2nd Reading: Waived on at least 3/4 Vote ;
3rd Reading: August 1, 2022 ;

Passed: August 1, 2022



Chris Mohler, Mayor

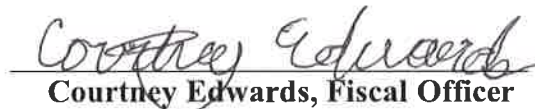
ATTESTED:



Courtney Edwards, Fiscal Officer

Posting Certification

This ordinance was posted at the five prescribed locations within the Village of Crooksville, Ohio, on the 2nd day of August 2022.



Courtney Edwards, Fiscal Officer

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter "**Agreement**") is entered into and made effective this ____ day of _____, 2022, by and between **BUCKEYE COMMUNITY HOPE 8, L.P.**, an Ohio limited partnership, and its successors and assigns (hereinafter called "**Village Green South**"), having an address of 3021 East Dublin-Granville Road, Columbus, Ohio 43231, and the **VILLAGE OF CROOKSVILLE**, an Ohio municipal corporation, and its successors and assigns (hereinafter called "**Crooksville**"), having an address of 98 South Buckeye Street, Crooksville, Ohio 43731. Each of the foregoing parties are sometimes collectively referred to herein as the "**Parties**" and each, individually, as a "**Party**."

RECITALS

WHEREAS, Village Green South is the fee owner of real property located at 1 Village Green Court, Crooksville, Perry County, Ohio, which is further described on **Exhibit A**, attached hereto and incorporated herein, with Auditor Parcel Numbers of **110006920000** and **110006930000** (the "**Village Green South Property**");

WHEREAS, Crooksville is the fee owner of real property located along County Road 98, Crooksville, Perry County, Ohio, which is further described on **Exhibit B**, attached hereto and incorporated herein, with an Auditor Parcel Number of **110012930000** (the "**Crooksville Property**" and together with the Village Green South Property, the "**Properties**");

WHEREAS, the Village Green South Property and the Crooksville Property are contiguous to one another;

WHEREAS, Crooksville is the owner of a one story wood shed, a one story block shed, a playground, and a baseball diamond; and said one story wood shed, one story block shed, playground, and baseball diamond encroach over the property line between Village Green South and Crooksville, such that part of the baseball diamond and all of the one story wood shed, the one story block shed, and the playground, owned by

(Easement Agreement between Buckeye Community Hope 8, L.P. and Village of Crooksville – Page 2)

Crooksville, are actually located on the Village Green South Property (collectively, the "**Encroachments**" or individually, each an "**Encroachment**");

WHEREAS, Crooksville desires to keep said Encroachments in their current locations and to continue to maintain said Encroachments in a safe and properly maintained condition;

WHEREAS, Crooksville desires to obtain, and Village Green South desires to grant an encroachment easement to Crooksville, and its successors and assigns, for the benefit of the Crooksville Property, to permit each of the existing Encroachments to stay in their respective, current locations until such time as Crooksville either (i) substantially renovates, (ii) improves the Encroachment in any manner that would increase the scope of the Encroachment Easement Area (as defined below) or the Encroachment Easement Purpose (as defined below), (iii) relocates, (iv) removes the Encroachment, or (v) the Encroachment is destroyed, or (vi) Crooksville fails to maintain the Encroachment in a safe and properly maintained condition, as reasonably determined by Village Green South, or (vii) the Encroachment is no longer used for its intended use; at which time, Village Green South will provide Crooksville written notice and opportunity to cure under the terms and conditions set forth herein;

WHEREAS, Crooksville desires access, in, over, across, and upon the existing gravel drive, located on the Village Green South Property (the "**Gravel Drive**"), to and from the one story wood shed, the one story block shed, the playground, and the baseball diamond located on the Village Green South Property ("**Gravel Drive Access**");

WHEREAS, Crooksville desires to obtain, and Village Green South desires to grant an access easement to Crooksville, and its successors and assigns, for the benefit of the Crooksville Property, for the purpose of vehicular and pedestrian ingress and egress, in, over, across, and upon the existing Gravel Drive located on a portion of the Village Green South Property, for so long as it is used as such; or until such time as Crooksville either (i) substantially renovates, (ii) improves the Gravel Drive in any manner that would increase the scope of the Gravel Drive Easement Areas (as defined below) or the Gravel Drive Easement Purpose (as defined below), (iii) relocates, (iv) removes the Gravel Drive, or (v) the Gravel Drive is destroyed, or (vi) Crooksville fails to maintain the Gravel Drive in a safe and properly maintained condition, as reasonably determined by Village Green South; at which time, Village Green South will provide Crooksville written notice and opportunity to cure under the terms and conditions set forth herein;

(Easement Agreement between Buckeye Community Hope 8, L.P. and Village of Crooksville – Page 3)

WHEREAS, it is the intent of Village Green South and Crooksville to set forth certain terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of One Dollar and No/100 (\$1.00), and the foregoing and the mutual covenants and agreements of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The Parties agree that the above Recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.

2. Grant of Encroachment Easement. There is hereby created a temporary, exclusive, appurtenant easement unto and for the benefit of Crooksville, and its successors and assigns, and the Crooksville Property, in, through, under, over, and upon those portions of the Village Green South Property as further depicted on Exhibit C, attached hereto and incorporated herein (collectively, the "**Encroachment Easement Areas**" and individually, each an "**Encroachment Easement Area**"), for the purpose of permitting Crooksville, and its successors and assigns, to maintain its existing Encroachments (collectively, the "**Encroachment Easement Purposes**" or individually, each an "**Encroachment Easement Purpose**"; and together with the Encroachment Easement Areas, the "**Encroachment Easement**"), for so long as the Encroachment Easement Areas are used for the intended Encroachment Easement Purposes. The attached Exhibit C drawing of the Encroachment Easement Areas shows the approximate location of the Encroachment Easement Areas and should not be relied on for any other purpose other than referring to the approximate location of the Encroachment Easement Areas.

3. Grant of Access Easement. There is hereby created a temporary, exclusive, appurtenant easement unto and for the benefit of Crooksville, and its successors and assigns, and the Crooksville Property, in, through, over, across, and upon the Gravel Drive located on the Village Green South Property as further depicted on Exhibit C (the "**Access Easement Area**" and together with the Encroachment Easement Areas, collectively, the "**Easement Area**"), for the purpose of permitting Crooksville, its successors and assigns, its guests, employees, licensees, agents, and other invitees ("**Beneficiaries**") to enter upon and use the Access Easement Area for vehicular and pedestrian ingress and egress (the "**Access Easement Purpose**" and together with the Access Easement Area, the "**Access Easement**") (the Access Easement together with the Encroachment Easement, the "**Easement**"), for so long as the Access Easement Area is used for the intended Access Easement Purpose. The attached Exhibit C drawing of the Access Easement Area shows

(Easement Agreement between Buckeye Community Hope 8, L.P. and Village of Crooksville – Page 4)

the approximate location of the Access Easement Area and should not be relied on for any other purpose other than referring to the approximate location of the Access Easement Area.

4. Extent of Easement. The Easement granted hereunder is limited to the use of the Easement Area for its intended Easement Purpose and for no other purpose.

5. No Further Right Created. The Easement shall not be construed as creating any right of ingress and egress to, from, over, upon or across, the remainder of the premises owned by Village Green South, or its successors and assigns.

6. Non-Interference. The rights granted herein shall not be construed to interfere with or restrict Village Green South's use or the use by its successors and/or assigns of the Easement Area, so long as no building improvements are constructed thereon, and so long as any other improvements thereon are so constructed as not to impair the strength or interfere with the intended Easement Purpose of said Easement Area.

7. Expenses for the Encroachments and Gravel Drive. Crooksville is solely responsible for any and all expenses related to the maintenance, repair, or removal of each of the Encroachments, the Gravel Drive, and related improvements.

8. Restoring the Village Green South Property. When Crooksville, or its Beneficiaries, enters the Easement Area for its intended Easement Purpose, and as a result disturbs any of the Village Green South Property, Crooksville shall promptly restore such disturbed property to as near as its prior condition as is reasonably practicable. Such restoration must be completed in a good and workman-like manner to Village Green South's reasonable satisfaction. Crooksville shall assume all liability for any and all damage to property or injury or death to persons resulting from, arising out of or occurring in connection with the Easement granted in this Agreement.

9. Opportunity to Cure. In the event that an Encroachment, the Encroachments, and/or Gravel Drive is (i) substantially renovated, (ii) improved in any manner that would increase the scope of the Easement Area or Easement Purpose, (iii) relocated, (iv) removed, (v) not maintained in a safe and proper condition, (vi) destroyed, or (vii) no longer used for the intended Easement Purpose; Village Green South shall give Crooksville written notice of its failure to perform its obligation under this Agreement and an opportunity to cure, and if Crooksville fails to cure any such failure to perform within sixty (60) days of receipt of said written notice, then Village Green South has the right, with joinder of Crooksville, to execute and record a partial release of the Easement as it pertains to a particular Encroachment Easement Area or the Access Easement Area or a full release of

(Easement Agreement between Buckeye Community Hope 8, L.P. and Village of Crooksville – Page 5)

the Easement in the event that the Easement terminates as to all of the Encroachments and the Gravel Drive, for the benefit of Village Green South.

10. Indemnification. Each Party to this Agreement agrees to be solely responsible for any negligent acts or negligent omissions by or through itself, its agents, employees and contracted servants, and each Party further agrees to defend itself and themselves, and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one Party to the other Party.

11. Insurance. Crooksville shall maintain a commercially reasonable amount of general liability insurance and property insurance with respect to the Easement Area. Such insurance shall be issued by an insurance company with reliable general policyholder's rating and financial rating that is qualified to do business in Ohio. Village Green South or its successors and assigns shall be named as an additional insured and loss payee and shall be provided with evidence of such insurance coverage no less frequently than annually.

12. Notices. All notices given or required to be given hereunder shall be sent by registered or certified mail, return receipt requested, and deposited postage prepaid in a post office branch or box regularly maintained, or by a reputable national overnight service (for next business day delivery), addressed to the Parties at their respective addresses set forth above. Any such notice shall be sent to such other address as either Party may designate in accordance with this section. Any such notice shall be deemed effective on the third business day after mailing or the next business day after delivery to such overnight service, except that any notice of change of address shall be effective only upon actual receipt.

13. Representations and Warranties.

13.1 Village Green South represents and warrants that it is the fee owner of the Village Green South Property and has the complete and full authority to enter into this Agreement and that upon the execution of this Agreement, the obligations of Village Green South hereunder shall be valid, binding, and enforceable against Village Green South.

13.2 Crooksville represents and warrants that it is the fee owner of the Crooksville Property and has the complete and full authority to enter into this Agreement and that upon the execution of this Agreement, the obligations of Crooksville hereunder shall be valid, binding, and enforceable against Crooksville.

(Easement Agreement between Buckeye Community Hope 8, L.P. and Village of Crooksville – Page 6)

14. General Provisions.

14.1 Entire Agreement. The Agreement (including Exhibits) constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. The Agreement may be modified or amended only by a written instrument executed by the parties hereto.

14.2 Headings. The subject headings of the sections and paragraphs of the Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

14.3 Severability. If any term or provision of the Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of the Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

14.4 Waiver. No waiver of any breach of any of the easements or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other agreement.

14.5 Successors and Assigns. Each obligation and condition contained in the Agreement shall inure to the benefit of and be binding on the Parties to the Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

14.6 Recording. A fully executed counterpart of the Agreement shall be recorded in the Office of the Recorder of Perry County, Ohio.

14.7 Attorneys' Fees and Costs. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

14.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

(Easement Agreement between Buckeye Community Hope 8, L.P. and Village of Crooksville – Page 7)

14.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Prior Instrument Reference of Village Green South: Official Record Volume 239, Page 361, Document Number 199900004134, in the Office of the Recorder of Perry County, Ohio.

Prior Instrument Reference of Crooksville: Deed Volume 219, page 747, in the Office of the Recorder of Perry County, Ohio.

[The signatures and acknowledgements to follow on subsequent pages.]

(Easement Agreement between Buckeye Community Hope 8, L.P. and Village of Crooksville – Page 8)

IN WITNESS WHEREOF, Village Green South has hereunto caused this Agreement to be executed by its duly authorized representative, as of the ____ day of _____, 2022, and made effective as of the date first set forth above.

VILLAGE GREEN SOUTH:

BUCKEYE COMMUNITY HOPE 8, L.P., an Ohio limited partnership

By: Crooksville Housing Partners, Inc.,
an Ohio corporation,
its General Partner

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____, SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of Crooksville Housing Partners, Inc., an Ohio corporation, the General Partner of Buckeye Community Hope 8, L.P., an Ohio limited partnership, for and on behalf of the corporation and limited partnership. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

(Seal)

Notary Public
My Commission Expires: _____

(Easement Agreement between Buckeye Community Hope 8, L.P. and Village of Crooksville – Page 9)

IN WITNESS WHEREOF, Crooksville has hereunto caused this Agreement to be executed by its duly authorized representative, as of the ____ day of _____, 2022, and made effective as of the date first set forth above.

CROOKSVILLE:

VILLAGE OF CROOKSVILLE,
an Ohio municipal corporation

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____, SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of the Village of Crooksville, an Ohio municipal corporation, for and on behalf of the village. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My Commission Expires: _____

(Seal)

This instrument prepared by:

Donald P. Fisher, Esq.
500 South Front Street, Suite 250
Columbus, Ohio 43215
Telephone: (614) 396-3296

Please return recorded Easement Agreement to the preparer at the address listed above.

EXHIBIT A

Legal Description of Village Green South Property

TRACT ONE:

A part of the southwest quarter of Section 21, Township 14, Range 14, in Harrison Township, Perry County, Ohio - more particularly bounded and described as follows:

Beginning at a point in the center of Old State Route 93 at a distance of 905 feet north of the south line of aforesaid Section 21 - said point being on the southerly line of property acquired by the Village of Crooksville by deed of record Volume 177, page 146, in Perry County Deed Records;

thence West, along the aforesaid southerly property line of said Village property, 269.5 feet to a point;

thence North, 172.6 feet to a point approximately on the southwesterly line of Ohio Power Company easement for power transmission line;

thence approximately following said easement line, N. 65° - 46' W., 159.0 feet and N. 55° 15' - 30" W. , 553.73 feet to a point;

thence North, 154.57 feet more or less - to a point thirty feet south of the northerly property line of the previously referenced Village of Crooksville property;

thence in an Easterly direction, running parallel to and thirty feet south of said property line, 532.73 feet more or less - to a point in the paved center of Old State Route 93 aforesaid;

thence, generally following said Route 93 center, S. - 25° - 26' E., 784.0 feet - more or less - to the place of beginning - containing 6.58 acres, more or less. Subject to all easements and rights of way of record of otherwise legally established.

TRACT TWO:

Situated in the County of Perry, in the State of Ohio, and in the Township of Harrison and bounded and described as follows:

Being a part of the southwest quarter of Section 21, Township 14, Range 14, in Harrison Township, Perry County, Ohio - more particularly bounded and described as follows:

Starting for reference at a point in the center of old State Route 93 at a distance of 905 feet north of the south line of aforesaid Section 21 - said point being on the southerly line of property acquired by the Village of Crooksville by deed of record in Deed Book 177 at page

146 - Perry County records;

thence West along the aforesaid southerly line of Village property; 269.5 feet to the place of beginning of the parcel here described;

thence continuing along the aforesaid southerly line of Village property which is generally marked by an old fence, West, 600.00 feet to a point;

thence North, 553.43 feet, more or less, to the Southwesterly line of Ohio Power Company easement for power line

thence following said easement line, S. 55° - 15' 30" E., 553.73 feet to a bend in said line, and S. 65° - 46' E., 159.00 feet to a point on said line;

thence South, 172.60 feet to the place of beginning - containing 4.82 acres, more or less.

Also a perpetual right of easement of sufficient width for an access to road from Old State Route 93 to the above described property.

THE ABOVE DESCRIBED TRACT ONE AND TRACT TWO ARE RE-DESCRIBED AS A SINGLE TRACT AS FOLLOWS:

Situated in the State of Ohio, County of Perry, Village of Crooksville, and being a part of the southwest quarter of Section 21, Township 14, Harrison Township, and being 11.40 acres (11.396 acres by survey) as conveyed to Buckeye Community Hope 8, L.P. (Tract One and Tract Two) as recorded in Official Record 239, Page 361, said 11.396 acre tract being a part of an original 30.00 acre tract as conveyed to Perry Metropolitan Housing Authority as recorded in Deed Book 207, Page 216, in the Perry County Recorder's Office, Perry County, Ohio, and being further described as follows:

Beginning for reference at a point in the center of State Street (Old SR 93), said point being the Southeast corner of the Southwest Quarter of said Section 21, said point being referenced by a found 3/4" iron pipe found (at grade in good condition) located N. 89 degrees 35' 53" East, a distance of 30.00 feet;

Thence North 08 degrees 23' 45" West, a distance of 914.77 feet, to a set PK Nail in the centerline of said State Street, and being the northeast corner of a 69 acre tract as conveyed to Jack L. Frame and Bill H. Moore in Deed Book 220, Page 466, and being the southeast corner of said 30.00 acre tract, said PK Nail being the TRUE PLACE OF BEGINNING of the herein described 11.396 acre tract;

Thence Due West, a distance of 869.50 Feet, along the north line of said 69 acre tract being the south line of said 11.396 acre tract, also being the south line of said 30.00 acre tract, to an iron pin set at the southwest corner of said 11.396 acre tract;

Thence Due North, a distance of 708.02 feet, along the west line of said 11.396 acre tract, crossing said 30.00 acre tract, to an iron pin set, said iron pin being the northwest corner of said 11.396 acre tract;

Thence Due East, a distance of 532.80 feet, (passing an iron pin set at 499.58 feet) along the north line of said 11.396 acre tract, crossing said 30.00 acre tract, to a PK Nail set in the centerline of said State Street, said PK Nail being the northeast corner of said 11.396 acre tract, and being a point on the east line of said 30.00 acre tract;

Thence South 25 degrees 26' 00" East, a distance of 784.00 feet, along the centerline of said State Street, being the east line of said 11.396 acre tract, being the east line of said 30.00 acre tract, to the TRUE PLACE OF BEGINNING, containing 11.396 acres, more or less. Subject to all legal easements and rights of way of record. References to documents are those recorded in the Perry County Recorder's Office, all iron pins set are 5/8" rebar, with a yellow plastic cap stamped "J & J SURVEYING." Bearings are referenced to the centerline of State Street (old State Route 93) as being South 25 degrees 26' 00" East, as shown in said Official Record Volume 239, Page 361.

EXHIBIT B

Legal Description of Crooksville Property

Situated in the County of Perry, in the State of Ohio, and in the Township of Harrison, and bounded and described as follows:

Being part of the following described REAL ESTATE, to-wit: Being part of the south half of section 21, township 14 and range 14, commencing at the southeast corner of the southwest quarter of said section 21, thence north 1 degree west 7 chains and 42 links; thence north 7 degrees east 6 chains and 34 links to the place of beginning; thence west 26 chains and 10 links to the east boundary line of the Pennsylvania Railway right-of-way; thence north, 14 degrees east, 11 chains and 61 links; thence east 25 chains and 9 links to the west boundary line of the right-of-way of The Zanesville & Western Railway Company; thence in a southeasterly course along said west side of said The Zanesville and Western Railway Company 14 chains and 51 links; thence west 5 chains to the place of beginning, containing Thirty-one and 47 00 (31.47) acres, more or less. RESERVING AND EXCEPTING therefrom all of the land lying east of State Route No. 75 and west of the right-of-way of The Zanesville and Western Railway Company of lands herein, described.

EXCEPTING AND RESERVING therefrom, the following described real estate:

TRACT ONE: Situated in the County of Perry, in the State of Ohio, and in the Township of Harrison and bounded and described as follows:

A part of the southwest quarter of Section 21, Township 14, Range 14 - in Harrison Township, Perry County, Ohio - more particularly bounded and described as follows:

Beginning at a point in the center of old State Route 93 at a distance of 905 feet north of the south line of aforesaid Section 21 - said point being on the southerly line of property acquired by the Village of Crooksville by deed of record in Volume 177, page 146, in Perry County Deed Records; thence WEST, along the aforesaid southerly property line of said Village property, 269.5 feet to a point; thence North, 172.6 feet to a point approximately on the southwesterly line of Ohio Power Company easement for power transmission line; thence approximately following said easement line, N. 65°-46' W., 159.0 feet and N. 55°-15'30" W., 553.73 feet to a point; thence NORTH, 154.57 feet more or less - to a point thirty feet south of the northerly property line of the previously referenced Village of Crooksville property; thence in an EASTERLY direction, running parallel to and thirty feet south of said property line, 532.73 feet more or less - to a point in the paved center of Old State Route 93 aforesaid; thence, generally following said Route 93 center, S. 25°-26' E., 784.0 feet - more or less - to the place of beginning containing 6.58 acres, more or less.
Subject to all easements and rights of way of record or otherwise legally established.

TRACT TWO: Situated in the County of Perry, in the State of Ohio, and in the Township of Harrison and bounded and described as follows:

Being a part of the southwest quarter of Section 21, Township 14, Range 14 - in Harrison Township, Perry County, Ohio - more particularly bounded and described as follows:

Starting for reference at a point in the center of old State Route 93 at a distance of 905 feet north of the south line of aforesaid Section 21 - said point being on the southerly line of property acquired by the Village of Crooksville by deed of record in Deed Book 177 at page 146 - Perry County records; thence WEST along the aforesaid southerly line of Village property; 269.5 feet to the place of beginning of the parcel *here* described; thence continuing along the aforesaid southerly line of

Village property which is generally marked by an old fence, WEST, 600.00 feet to a point; thence NORTH, 553.43 feet, more or less, to the southwesterly line of Ohio Power Company easement for power line; thence following said easement line, S. 55°-15'-30" E., 553.73 feet to a bend in said line, and S. 65°-46' E., 159.00 feet to a point on said line; thence SOUTH, 172.60 feet to the place of beginning - containing 4.82 acres, more or less.

Also a perpetual right of easement of sufficient width for an access to road from Old State Route 93 to the above described property.

Subject to all easements and rights of way of record.

EXHIBIT C

Depiction of Easement Area

[Attached]



unknown

110004470000

110006630000

110000430000

110000410000

110012900000

110012890000

11001

11000757

070000

110092140000

110091210000

Market

