

Tax year 2022 BOR no. 2022-121
 County Clark Date received 3/28/23

DTE 2
Rev. 10/19

Complaint Against the Assessment of Real Property Other than Market Value

Use this form to file board of revision complaints regarding assessment issues other than the market value of property. Complaints against market value should be filed on the DTE Form 1. Answer all questions and type or print all information. Read the instructions on the back before completing form. Attach additional pages as necessary.

Original complaint Counter complaint
 Notices will be sent only to those named below.

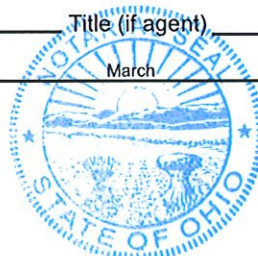
	Name	Street address, City, State, ZIP code	
1) Owner of property	Zuber Crossing, LLC	10085 Wellington Blvd, Powell, Ohio 43065	
2) Complainant if not owner			
3) Complainant's agent			
4) Telephone number of contact person	(614) 537-4475		
5) Email address of complainant	lifetimeinvestmentsohio@gmail.com		
6) Complainant's relationship to property, if not owner			
If more than one parcel number is included, see "Multiple Parcels" on back			
7) Parcel number from tax bill	# Acres, if applicable	Address of property	
3300600006100019	11.59 Acres N. Bechtle Ave	11.59 Acres N. Bechtle Ave	
		FILED CLARK COUNTY AUDITOR	
		MAR 28 2023	
8) Indicate the reason for this complaint:			
<input checked="" type="checkbox"/> The classification of property under RC 5713.041. <input checked="" type="checkbox"/> The classification of property under RC 319.302. <input type="checkbox"/> The denial of a CAUV application filed under RC 5713.32 or the conversion of CAUV property under RC 5713.33. <input checked="" type="checkbox"/> The valuation of property on the agricultural land tax list. <input type="checkbox"/> Determination whether good cause exists for land on the CAUV program to remain idle under RC 5713.30(A)(4). <input type="checkbox"/> Determination of whether good cause exists for the failure to file a CAUV renewal application pursuant to RC 5713.351. <input type="checkbox"/> The denial of the partial exemption of a qualifying child care center under RC 323.16.			
9) If the complaint is seeking a change in the value of the property, complete line 9. Complainants appealing other issues do not need to complete this line.			
Parcel number	Column A Complainant's Opinion of Value (Full Market Value)	Column B Current Value (Full Market Value)	Column C Change in Value
3300600006100019	\$81,260	\$438,720	-\$357,460

10) The requested change is justified for the following reasons:

The parcel above was finally surveyed and transferred to Zuber Crossing, LLC in 2021 from an original 13.27 acre tract and is subject to a recorded "Natural Protected Area" with the City of Springfield. See Attached.

I declare under penalty of perjury that this complaint (including any attachments) has been examined by me and to the best of my knowledge and belief is true, correct, and complete.

Date 03/27/2023 Complainant or agent [Signature] Title (if agent) _____ Manager _____
 Sworn to and signed in my presence, this 27th day of March year 2023
 Notary [Signature] Signature _____



Leigh A. Shann
 Notary Public, State of Ohio
 My Commission Expires 04-21-20 27

Instructions for Completing DTE 2

DTE 2
Rev. 10/19

FILING DEADLINE: A COMPLAINT FOR THE CURRENT TAX YEAR MUST BE RECEIVED BY THE COUNTY AUDITOR ON OR BEFORE MARCH 31 OF THE FOLLOWING TAX YEAR OR THE LAST DAY TO PAY FIRST-HALF TAXES WITHOUT A PENALTY, WHICHEVER DATE IS LATER. A COUNTER-COMPLAINT MUST BE FILED WITHIN 30 DAYS AFTER RECEIPT OF NOTICE FROM THE AUDITOR THAT AN ORIGINAL COMPLAINT HAS BEEN FILED.

WHO MAY FILE: Any person owning taxable real property in the county, the board of county commissioners, the county prosecutor, the county treasurer, the board of township trustees of any township with territory in the county, the board of education of any school district with territory in the county, or the mayor or legislative authority of any municipal corporation with territory in the county may file a complaint. See R.C. 5715.19 for additional information.

TENDER PAY: If the owner of a property files a complaint that seeks a reduction in the taxable value of that property, the owner is entitled to tender to the county treasurer an amount of taxes based on the valuation claimed for the property in the complaint. NOTE: if the amount tendered is less than the amount finally determined, interest will be charged on the difference. In addition, if the amount finally determined equals or exceeds the amount originally billed, a penalty will be charged on the difference between the amount tendered and the original amount.

MULTIPLE PARCELS: Only parcels that (1) are in the same taxing district and (2) have identical ownership may be included in one complaint. Otherwise, separate complaints **must** be used. However, for ease of administration, parcels that are (1) in the same taxing district, (2) have identical ownership, and in the case of complaints challenging the eligibility of property for CAUV, (3) are farmed as a single economic unit should be included in one complaint. The increase or decrease in valuation may be separately stated for each parcel or listed as an aggregate sum for the economic unit. If more than three parcels are included in one complaint, use additional sheets of paper.

GENERAL INSTRUCTIONS: The Board of Revision will notify all parties not less than ten days prior to the hearing of the time and place the complaint will be heard. The complainant should submit any documents supporting the complaint to the Board prior to the hearing. The Board may also require the complainant and/or owner to provide the Board with additional information be filed with the complaint and may request additional information at the hearing.

R.C. 5715.19(G) provides that "a complainant shall provide to the Board of Revision all information or evidence within the complainant's knowledge or possession that affects the real property" in question. Evidence or information that is not presented to the Board cannot later be presented on any appeal, unless good cause is shown for failure to present such evidence to the Board.

NOTICE REGARDING LINE 5: If the county auditor is in possession of an email address for you the auditor may choose to send any notices the auditor is required to send regarding this complaint by email and regular mail instead of by certified mail.

INSTRUCTIONS FOR LINE 8. Following is a brief description of the types of complaints that can be filed by using this form. Complaints against the market value of property should be filed on the DTE Form 1.

The classification of property under RC 5713.041. Check this box if the complaint is contesting the classification of the property based on its primary use or, in the case of vacant land, its highest and best use, or the failure to tax mineral rights separately from land that is used for agricultural purposes.

The classification of property under RC 319.302. Check this box if the complaint is contesting whether the property is eligible for the non-business tax credit for qualifying levies.

The denial of a CAUV application filed under RC 5713.32 or the conversion of CAUV property under RC 5713.35. Check this box if the complaint is contesting the denial of an initial CAUV application or the removal of property from the CAUV program and the subsequent billing of recoupment.

The valuation of property on the agricultural land tax list. Check this box if the complaint is contesting the auditor's application of the CAUV Table to the property, e.g. listing land as cropland which the complainant believes should be listed as conservation or woodland property, or if the complaint is contesting the accuracy of the value in the CAUV Table as it relates to the property. Note that the complainant will be required to prove that the alternative value is more accurate using valid sales data. See OAC 5703-25-34(L).

Determination whether good cause exists for land on the CAUV program to remain idle under RC 5713.30(A)(4). Check this box if the complaint is seeking this finding to allow CAUV property to remain idle for a second year.

Determination of whether good cause exists for the failure to file a CAUV renewal application pursuant to RC 5713.351. Check this box if the complaint is seeking this finding to have the property reinstated in the CAUV program following the failure to file or timely file a renewal application.

Denial of the partial exemption of a qualifying child care center under RC 323.16. Check this box if the complaint is seeking reversal of the county auditor's denial of an Application for the Partial Exemption of a Qualifying Child Care Center, DTE 105J.

Instructions for Line 9. In Column A enter the complainant's opinion of the full market value of the parcel before the application of the 35% percent listing percentage. In Column B enter the current full market value of the parcel. This will be equal to the total taxable value as it appears on the tax bill divided by 0.35. Enter the difference between Column B and Column A in Column C.

Exhibit 1

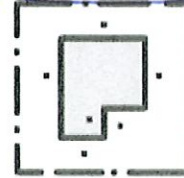
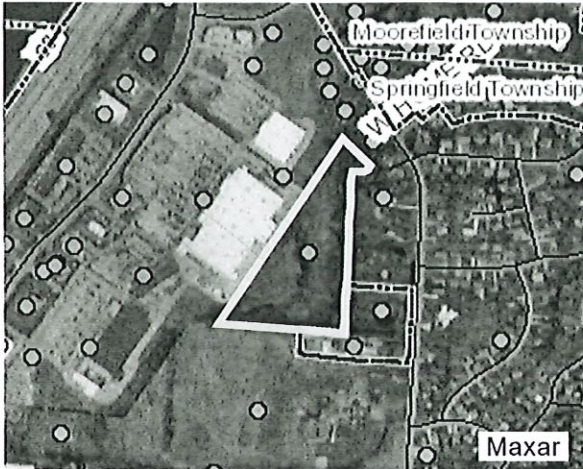


Clark County GIS -
John S. Federer
(937) 521-1860 -
gis@clarkcountyohio.gov

*Reclassified to - C -
'Natural Protected Area'
and
Green Space
See: Recorded Restrictions*

Report generated: Wednesday, March 22, 2023

Parcel Report



Sorry, no sketch available for this record

Base Data

Parcel Number: 3300600006100019
Owner Name: ZUBER CROSSING LLC
Property Address: N BECHTLE AVE, SPRINGFIELD 45504
Percent Owned %: 100

Legal

Neighborhood: 340C6000 Legal Acres: 11.59
Legal Description: PTS N W & N E QRS
Land Use: 400 COMMERCIAL VACANT LAND
Map Number: 0006-02

Class: C

Valuation

	Appraised	Assessed (35%)
Land Value:	\$438,720.00	\$153,550.00
Building Value:	\$0.00	\$0.00
Total Value:	\$438,720.00	\$153,550.00
CAUV Value:	\$0.00	
Taxable Value:	\$153,550.00	

Tax Credits

Homestead Exemption: No
2.5% Reduction: No

Land

Description	Effective Lot Size	Act. Frontage	Acres	Sq. Foot	Value
PRIMARY SITE			1	43,560	69,680
UNDEVELOPED/RESIDUAL			10.59	461,300	369,040

Land Totals

Effective Total Acres 11.59
Effective Total Square Footage 504,860
Total Value \$438,720.00

Valuation

	Appraised	Assessed (35%)
Land Value:	\$438,720.00	\$153,550.00
Building Value:	\$0.00	\$0.00
Total Value:	\$438,720.00	\$153,550.00
CAUV Value:	\$0.00	
Taxable Value:	\$153,550.00	

Sales

Sale Date	Sale Price	Seller	Buyer	Number of Parcels
10/21/2021	\$81,300.00	NORTH BECHTLE SQUARE I INVESTMENTS LLC	ZUBER CROSSING LLC	4
02/03/2005	\$1,324,900.00	HOWELL JOHN A & DAN L RUEGER CO	NORTH BECHTLE SQUARE I INVESTMENTS LLC	
09/26/2000	\$0.00			

Permits

Permit Number	Permit Date	Purpose	Price
15-0678S	10/08/2015	C/I BLDG	

Clark County, Ohio

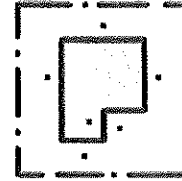
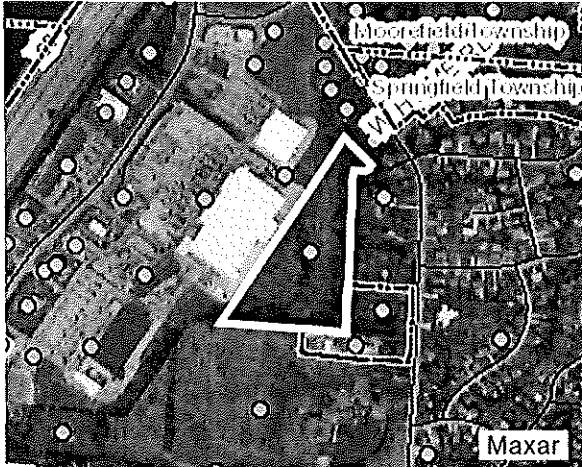
v2023-03-10



Clark County GIS -
John S. Federer
 (937) 521-1860 -
 gis@clarkcountyohio.gov

Report generated: Wednesday, March 22, 2023

Parcel Report



Sorry, no sketch available
 for this record

Base Data

Parcel Number: 3300600006100019
Owner Name: ZUBER CROSSING LLC
Property Address: N BECHTLE AVE, SPRINGFIELD 45504
Percent Owned %: 100

Legal

Neighborhood: 340C6000 **Legal Acres:** 11.59
Legal Description: PTS N W & N E QRS **Land Use:** 400 COMMERCIAL VACANT LAND
Map Number: 0006-02

Class: C

Valuation

	Appraised	Assessed (35%)
Land Value:	\$438,720.00	\$153,550.00
Building Value:	\$0.00	\$0.00
Total Value:	\$438,720.00	\$153,550.00
CAUV Value:	\$0.00	
Taxable Value:	\$153,550.00	

Tax Credits

Homestead Exemption: No
2.5% Reduction: No

Land

Description	Effective Lot Size
PRIMARY SITE	
UNDEVELOPED/RESIDUAL	

Act. Frontage	Acres	Sq. Foot	Value
	1	43,560	69,680
	10.59	461,300	369,040

Land Totals

Effective Total Acres 11.59
Effective Total Square Footage 504,860
Total Value \$438,720.00

Valuation

	Appraised	Assessed (35%)
Land Value:	\$438,720.00	\$153,550.00
Building Value:	\$0.00	\$0.00
Total Value:	\$438,720.00	\$153,550.00
CAUV Value:	\$0.00	
Taxable Value:	\$153,550.00	

Sales

Sale Date	Sale Price	Seller	Buyer	Number of Parcels
10/21/2021	\$81,300.00	NORTH BECHTLE SQUARE I INVESTMENTS LLC	ZUBER CROSSING LLC	4
02/03/2005	\$1,324,900.00	HOWELL JOHN A & DAN L RUEGER CO	NORTH BECHTLE SQUARE I INVESTMENTS LLC	
09/26/2000	\$0.00			

Permits

Permit Number	Permit Date	Purpose	Price
15-0678S	10/08/2015	C/I BLDG	

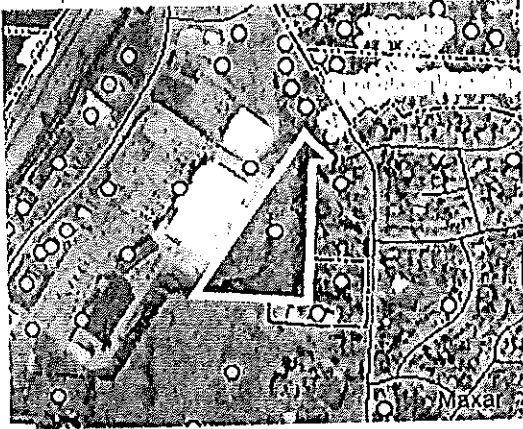
Clark County, Ohio

v2023-03-10



Clark County GIS - John S. Federer
 (937) 521-1860 - gis@clarkcountyohio.gov

Report generated: Monday, February 14, 2022
 Parcel Report



Prior Year



Sorry no sketch available for this record

Base Data

Parcel Number: 3300600006100019
 Owner Name: ZUBER CROSSING LLC
 Property Address: N BECHTLE AVE,
 SPRINGFIELD 45504
 Percent Owned %: 100

Legal

Neighborhood: 330R0000 Legal Acres: 13.27
 Legal Description: PTS N W & N E QRS
 Land Use: 503 RESIDEN VAC, 20-29.99 AC, UNPLATTED
 Map Number: 0006-02

Valuation

Appraised Assessed (35%)
 Land Value: \$81,260.00 \$28,440.00
 Building Value: \$0.00 \$0.00
 Total Value: \$81,260.00 \$28,440.00
 CAUV Value: \$0.00
 Taxable Value: \$28,440.00

Class: R

Tax Credits
 Homestead Exemption: No
 2.5% Reduction: No

Land

Description	Effective Lot Size	Act. Frontage	Acres	Sq. Foot	Value
PRIMARY SITE			1.2	52,272	\$36,000.00
UNDEVELOPED/RESIDUAL			12.07	525,769	\$45,260.00

Land Totals

Effective Total Acres: 13.27
 Effective Total: 578.041
 Square Footage
 Total Value: \$81,260.00

Valuation

Appraised Assessed (35%)
 Land Value: \$81,260.00 \$28,440.00
 Building Value: \$0.00 \$0.00
 Total Value: \$81,260.00 \$28,440.00
 CAUV Value: \$0.00
 Taxable Value: \$28,440.00

Sales

Sale Date	Sale Price	Seller	Buyer	Number of Parcels
10/21/2021	\$81,300.00	NORTH BECHTLE SQUARE I INVESTMENTS LLC	ZUBER CROSSING LLC	4
02/04/2005	\$1,324,900.00	HOWELL JOHN A & DAN L RUEGER CO	NORTH BECHTLE SQUARE I INVESTMENTS LLC	
09/26/2000	\$0.00			

Permits

Permit Number	Permit Date	Purpose	Price
15-0678S	10/08/2015	C/I BLDG	

Clark County, Ohio

Exhibit 2-A



BK: 2065 PG: 1487

**TRANSFER
NOT NECESSARY**

SEP 10 2015

JOHN S. FEDERER
AUDITOR

201500012094
Filed for Record in
CLARK COUNTY, OH
NANCY PENCE, RECORDER
09-10-2015 At 02:44 pm.
EASEMENT RW 272.00
OR Volume 2065 Page 1487 - 1516

**GRANT OF EASEMENT AND IMPOSITION OF LAND USE
COVENANTS**

[Sayers Area, Green Space Area, Natural Area and Maintenance Assessment
Property Area Maintenance Work and Maintenance Funding]

This grant of an easement and imposition of land use covenants is made by NORTH BECHTLE SQUARE I INVESTMENTS, LLC (hereinafter referred to as the "Grantor") an Ohio limited liability company whose mailing address is Attn John Vlahos, 10085 Wellington Blvd., Powell OH 43065, to THE CITY OF SPRINGFIELD, OHIO (hereinafter referred to as the "Grantee"), a municipal corporation organized under the laws of the State of Ohio, whose mailing address is 76 East High Street, Springfield, Ohio 45502.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property described in **Exhibit A** and **Exhibit B** attached hereto and incorporated into and made a part of this easement and imposition of land use covenants document by reference; and,

Stewart Title Agency
of Columbus Box

01032-13824
lm
2 of 5

201500012094
CAROL HOWELL
259 WEST SCHROCK ROAD
WESTERVILLE OH 43081



BK: 2085 PG: 1488

WHEREAS, Grantor conveyed to Grantee a Grant of Easement and Imposition of Land Use Covenants (Green Space Area), dated October 2, 2006 and recorded on October 18, 2006 at Vol. 1793, Pages 1853-1879 of the Official Records of the Clark County, Ohio County Recorder's Office, (hereinafter called the "Green Space Easement and Covenants") which governs use of the approximately one and 656/1000 (1.656) acres of real property identified as Tract One in Exhibit A (hereinafter referred to as the "Green Space Protected Property"); and,

WHEREAS, Grantor conveyed to Grantee a Grant of Easement and Imposition of Land Use Covenants (Natural Area), dated October 2, 2006 and recorded on October 18, 2006 at Vol. 1793, Pages 1880-1899 of the Official Records of the Clark County, Ohio County Recorder's Office, (hereinafter called the "Natural Area Easement and Covenants") which governs the approximately eleven and 597/1000 (11.597) acres of real property identified as Tract Two in Exhibit A (hereinafter referred to as the "Natural Protected Property"); and,

WHEREAS, Grantor conveyed to Grantee a Grant of Easement and Imposition of Land Use Covenants (Sayers Area), dated June 10, 2015 and recorded on June 10, 2015 at Vol. 2057, Pages 1899-1919 of the Official Records of the Clark County, Ohio County Recorder's Office, (hereinafter called the "Sayers Area Easement and Covenants") which governs the approximately two



BK: 2065 PG: 1489

and 71/100 (2.71) acres of real property identified as Tract Three in **Exhibit A** (hereinafter referred to as the "Sayers Protected Property"); and,

WHEREAS, Grantor is the owner in fee simple of wishes to develop and market the approximately Twenty and 258/1000 (20.258) acres of real property described in **Exhibit B** (Exhibit B including a Tract One and a Tract Two, together hereinafter referred to as the "Maintenance Assessment Property"); and,

WHEREAS, Grantee is willing to manage maintenance and arrange for the provision of maintenance materials and services for the Sayers Protected Property, Green Space Protected Property and the Natural Protected Property; provided the owners and tenants of the Maintenance Assessment Property provide the necessary funding to Grantee as required herein to perform such maintenance management and maintenance materials and services; and,

WHEREAS, the maintenance management and maintenance materials and services to be provided to the Sayers Protected Property, Green Space Protected Property and the Natural Protected Property under this **GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS** will directly benefit the Maintenance Assessment Property, will be instrumental in preserving the property value of the Maintenance Assessment Property and will be instrumental in facilitating the occupancy and development of the Maintenance Assessment Property; and,



BK: 2065 PG: 1490

WHEREAS, satisfactory maintenance and reliable funding of such maintenance is necessary to accomplish the purposes of the Sayers Area Easement and Covenants, Green Space Easement and Covenants and the Natural Area Easement and Covenants.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, gives, bargains and conveys unto the Grantee and its successors and assigns, forever in perpetuity, easements of the nature and character to the extent hereinafter set forth, in, under, upon and over the Sayers Protected Property, Green Space Protected Property and the Natural Protected Property, as the same is described in the Exhibit A, and imposes the land use covenants (hereinafter called "Maintenance Funding Covenants") hereinafter set forth upon the Maintenance Assessment Property, as the same is described in the Exhibit B. The foregoing recitals are incorporated into and made an operative part of this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS.

1. Prior Deed Reference for the Green Space Protected Property, the Natural Protected Property and the Maintenance Assessment Property together is Book 1712, Page 1460, Official Records of Clark County, Ohio. Prior Deed Reference



BK: 2065 PG: 1491

for the Sayers Protected Property is Book 1809, Page 2272, Official Records of Clark County, Ohio.

2. This Grant is made for the purposes of preserving, protecting, and maintaining the Sayers Protected Property, Green Space Protected Property and the Natural Protected Property as a scenic, natural, and park like areas and together with the right of visual access to and view of the Sayers Protected Property, Green Space Protected Property and the Natural Protected Property in their scenic, park like and open condition and in furtherance there of the Sayers Protected Property, Green Space Protected Property, the Natural Protected Property and the Maintenance Assessment Property, together, is subjected to the terms, conditions, and restrictions as hereinafter set forth.

3. This Grant is also made for the purposes of maintaining the Maintenance Assessment Property so as to comply with Grantee's regulatory requirements for property maintenance while all or a portion of the Maintenance Assessment Property remains in an undeveloped state, an undeveloped state being while a lot in the Maintenance Assessment Property is not occupied by a building and pavement for access and vehicle parking. Once a lot within the Maintenance Assessment Property Area is no longer undeveloped and is occupied by a building and paving for access and vehicle parking, maintenance of that lot within the Maintenance Assessment Property shall be governed by applicable law, Grantee related deed and plat covenants, if any, and Grantee related contractual



requirements, if any, and not by this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS, as to that lot which has been developed. The maintenance described in this Paragraph 3 is hereinafter called "Interim Undeveloped Land Maintenance."

MAINTENANCE EASEMENTS

4. The easements herein granted to Grantee are: a) to enter onto the Green Space Protected Property to perform maintenance operations to maintain the Green Space Protected Property to comply with the maintenance described in the Green Space Easement and Covenants, b) to enter onto the Natural Protected Property to perform maintenance operations to maintain the Natural Protected Property to comply with the maintenance described in the Natural Area Easement and Covenants, c) to enter onto the Sayers Protected Property to perform maintenance operations to maintain the Sayers Protected Property to comply with the maintenance described in the Sayers Area Easement and Covenants, and d) to enter onto the Maintenance Assessment Property (while the portion of the Maintenance Assessment Property to be entered onto is in an undeveloped state as defined in Paragraph 3) to perform Interim Undeveloped Land Maintenance, all to the extent determined by Grantee to be satisfactory maintenance in the exercise of Grantee's discretion. "Maintenance," as use in this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS means any combination of one or combination of the following items determined by Grantee to be necessary



for satisfactory maintenance: installing new topsoil; planting and replanting plants chosen by Grantee; applying fertilizers, pesticides and herbicides; installing irrigation facilities and supplying irrigation water; performing mowing, weeding and pruning activities; picking up and disposing of trash, rubbish and garbage; constructing drainage facilities, constructing mounds, fencing and screening facilities; demolishing and disposing of prohibited and/or deteriorated structures; lighting, repairing and replacing signage; remedying damage which Grantee determines was caused by prohibited activities conducted on the Sayers Protected Property or the Green Space Protected Property or the Natural Protected Property and doing anything to keep the Sayers Protected Property, Green Space Protected Property and the Natural Protected Property in good order, attractive and in a nuisance free condition.

MAINTENANCE FUNDING COVENANTS

5. On or before December 1 of each calendar year during which this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS is in place for any portion of the calendar year, the Grantee shall prepare and make available to each owner and tenant of property within the Maintenance Assessment Property a budget for performing the maintenance the Grantee deems necessary to properly maintain the Sayers Protected Property, Green Space Protected Property and the Natural Protected Property so as to comply with the maintenance requirements of the Sayers Area Easement and Covenants, Green Space Easement



and Covenants and the Natural Area Easement and Covenants and to perform Interim Undeveloped Land Maintenance for the calendar year following issuance of Grantee's maintenance budget. The budget may include a contingency of up to an additional 20% of Grantee's estimated maintenance costs for the forthcoming calendar year.

6. The term "Developed Lot" means a tax parcel on which is situated a commercial building for which a certificate of occupancy has been issued. The term "Maintenance Assessment" is an annual fee imposed on owners and tenants of the Maintenance Assessment Property and paid to Grantee to be used by Grantee for the purposes described in Paragraph 16, below. The term "tenant or tenants" also includes the subtenant entity in possession of a property. The person making a Maintenance Assessment payment to Grantee for a calendar year is called an "Assessment Payer."

7. The Grantee's maintenance budget number for 2015 is \$8,500.00 for the calendar year ending December 31, 2015. There were no Developed Lots on the Maintenance Assessment Property as of August 1, 2015.

8. If as of January 1 of a calendar year in which there are no Developed Lots on the Maintenance Assessment Property, then on or before March 1 of the calendar year Grantor shall deliver to Grantee a sum equal to the Grantee's total maintenance budget number for the calendar year (the "Maintenance Assessment"). Amounts not timely paid to Grantee shall bear interest at the rate



established by The City of Springfield, Ohio for due and unpaid municipal income taxes. The payment obligation will be enforced as provided for in Paragraph 19, below.

9. If as of January 1 of a calendar year in which there are one or more Developed Lots on the Maintenance Assessment Property, then on or before March 1 of the calendar year Grantee shall prepare a maintenance cost allocation by dividing Grantee's total maintenance cost budget for the calendar year by the total number of square feet encompassed by the Developed Lots (as of January 1 of such year). Each square foot of a Developed Lot shall be assessed for its equal portion of the maintenance cost allocation (called the "Square Foot Allocation"). On or before March 1 of the calendar year Grantee shall deliver to each owner and tenant of a Developed Lot (as of January 1 of such year) written notice of the amount of their Maintenance Assessment:

- a) determined for each owner by multiplying the number of square feet contained in the Developed Lot by the Square Foot Allocation,
- b) determined for each tenant by multiplying the number of square feet contained in the portion of the Developed Lot let to the tenant [with a proportional share of any common area on the Developed Lot (e.g., parking areas, dumpster and maintenance areas, walkways, malls, landscaping, water detention areas) as Grantee



will allocate to the tenant so that the tenant bears a fair share of the Maintenance Assessment], by the Square Foot Allocation.

On or before March 1 of such calendar year, each owner is obligated to pay to Grantee the Maintenance Assessment allocated to such owner and each tenant is obligated to pay to Grantee the Maintenance Assessment allocated to such tenant. The obligation of owners and tenants to pay the Maintenance Assessment to Grantee is joint and several. Grantor, owners and tenants of the Maintenance Assessment Property may, as among themselves, establish responsibility for payment of the Maintenance Assessment to Grantee, but any such division of responsibility shall not be binding on Grantee and Grantee may collect the Maintenance Assessment from owners or from tenants or from both as Grantee may choose; provided, that Grantee shall not collect more than one Square Foot Allocation for each square foot in the Developed Lot. Amounts not timely paid to Grantee shall bear interest at the rate established by The City of Springfield, Ohio for due and unpaid municipal income taxes. The payment obligation will be enforced as provided for in Paragraph 19, below.

10. On or before January 31 of each calendar year, the Grantee shall determine Grantee's actual costs incurred for maintenance performed for the benefit of the Sayers Protected Property, Green Space Protected Property, Natural Protected Property and for Interim Undeveloped Land Maintenance during the preceding calendar year.



11. If the Grantor, as Assessment Payer, pays 100% of the Maintenance Assessment to Grantee, then: a) any excess of the Maintenance Assessment collected from Grantor over actual maintenance costs shall be reimbursed to Grantor by March 10 of such calendar year, and b) any deficiency of the Maintenance Assessment under actual maintenance costs shall be paid by Grantor to Grantee within ten (10) days after Grantee has given written notice to Grantor of the deficiency due. A deficiency not timely paid to Grantee shall bear interest at the rate established by The City of Springfield, Ohio for due and unpaid municipal income taxes. The payment obligation will be enforced as provided for in Paragraph 19, below.

12. If there are multiple Assessment Payers in any given calendar year, then the difference between the Grantee's budgeted maintenance costs (i.e. the total of the Maintenance Assessments for the calendar year) and Grantee's actual maintenance costs shall be divided by the total number of square feet used to compute the Square Foot Allocation for the subject calendar year, producing a Square Foot Adjustment Factor.

13. If Grantee's actual maintenance costs were less than the total Maintenance Assessments collected by Grantee for the calendar year, the Grantee shall allocate the excess among the Assessment Payers by multiplying the number of square feet for which the Assessment Payer paid a Maintenance Assessment by the Square Foot Adjustment Factor and, at the Assessment Payer's option, Grantee



BK: 2065 PG: 1498

shall either credit the an amount determined against the Assessment Payer's Maintenance Assessment for the next calendar or shall refund the amount determined to the Assessment Payer.

14. If the actual maintenance costs were more than the Grantee's budget for the calendar year (i.e. the total of the Maintenance Assessments for the calendar year), then the Grantee shall allocate the deficiency among the Assessment Payers by multiplying the number of square feet for which the Assessment Payer paid a Maintenance Assessment by the Square Foot Adjustment Factor and invoice the Assessment Payer and the Assessment Payer's successors in interest to the relevant Developed Lot(s) for the amount determined. Assessment Payers and successors in interest to Assessment Payers are jointly and severally liable to Grantee for deficiencies as determined above. Amounts not timely paid to Grantee shall bear interest at the rate established by The City of Springfield, Ohio for due and unpaid municipal income taxes. The payment obligation will be enforced as provided for in Paragraph 19, below.

15. Sums payable hereunder by the Grantee to an Assessment Payer may be offset against any sums due to Grantee from that particular Assessment Payer. In the event Grantee elects to offset such sums payable by Grantee pursuant to the foregoing sentence, Grantee shall provide written notice thereof to such Assessment Payer.



16. Grantee shall use such Maintenance Assessment proceeds as Grantee shall receive to perform, by applying Grantee's best efforts either through its own personnel and equipment or through the employment of independent contractors, the maintenance for the Sayers Protected Property, Green Space Protected Property, Natural Protected Property and for Interim Undeveloped Land Maintenance so that all maintenance requirements of the of the Sayers Area Easement and Covenants, Green Space Easement and Covenants, Natural Area Easement and Covenants and for the Interim Undeveloped Land Maintenance will be satisfied.

ADDITIONAL PROVISIONS

17. The rights granted to Grantee under this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS are in addition to and not in derogation of the rights granted to Grantee under the Sayers Area Easement and Covenants, Green Space Easement and Covenants and the Natural Area Easement and Covenants.

18. During the time The City of Springfield, Ohio continues as the Grantee under this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS (i.e. there has been no assignment by The City of Springfield, Ohio), Grantee has complete discretion in making determinations and allocations under this GRANT OF EASEMENT AND IMPOSITION OF LAND USE



BK: 2065 PG: 1500

COVENANTS and such determinations and allocations are intended by the Grantor and Grantee and their respective successors and assigns, to be reviewable only as to Grantee's obligations to comply with equal protection and substantive due process standards. No person obligated under this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS shall initiate any legal challenge to the duty to pay a sum of money to Grantee under this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS unless and until the contested sum has been paid in full to Grantee and a written explanation of the basis for contesting the sum has been delivered to the Grantee. Grantee hereby acknowledges and agrees that any such payment of a contested sum is hereby recognized to be under protest. The person contesting a sum paid shall commence a court action to determine the correctness of the Grantee's demand for the sum paid, within thirty (30) days of the Grantee's demand that a suit be commenced, or the challenge to the sum paid is waived.

19. In the event that a violation of these terms, conditions, or restrictions are found to exist, the Grantee, its successors or assigns, shall give written notice to the Grantor or to the Assessment Payer (as Grantee determines applicable) of such violation; if such notified person or entity fails to cure the violation within thirty (30) days after receipt of notice, or, if such violation cannot reasonably be cured within such thirty (30) days, fails to diligently pursue to cure such violation, Grantee may institute an action to enforce the provisions of this GRANT OF



EASEMENT AND IMPOSITION OF LAND USE COVENANTS, and/or may impose a lien on the portion of the Maintenance Assessment Property which is owned or occupied by the person or entity which is obligated to pay money to Grantee under the MAINTENANCE FUNDING COVENANTS. Such lien on the portion of the Maintenance Assessment Property which is owned or occupied by the person or entity obligated to pay money to Grantee under the MAINTENANCE FUNDING COVENANTS shall be subordinate to any lien of a first mortgage lender on such portion of the Maintenance Assessment Property. Notwithstanding the foregoing, the Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms, conditions, and purposes of this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS by prior failure to act or to enforce its police power regulations against Grantor and its successors and assigns or against an Assessment Payer and its successors and assigns. Notwithstanding the foregoing, Grantee may enforce the provisions of this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS by discontinuing water service to any portion of the Maintenance Assessment Property owned or occupied by the person or entity obligated to pay money to Grantee under the MAINTENANCE FUNDING COVENANTS. The remedies described in this Paragraph 19 are in addition to and not in derogation of any power or remedy which may be available to Grantee in enforcing its police power regulations.



BK: 2065 PG: 1502

20. Grantor and the Grantor's personal representatives, successors and assigns agree that any subsequent deed, or other legal instrument, by which they divest themselves of either the fee simple title to, or of their possessory interest in, the Sayers Protected Property, Green Space Protected Property, Natural Protected Property or the Maintenance Assessment Property shall be subject to this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS and shall state that this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS encumbers the lands conveyed or let by any such subsequent deed, or other legal instrument, and shall cite to the place where this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS has been recorded.

21. This GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS may be amended only with the written consent of both the Grantee and the owners of the Developed Lots in the Maintenance Assessment Property. Any such amendment shall be consistent with the purposes of this Grant and shall comply with Section 170(h) of the Internal Revenue Code and with Section 2031(c) of the Internal Revenue Code, or any regulations promulgated in accordance with such Sections.

22. The Grantee may transfer or assign its rights in this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS at its discretion to any governmental or charitable organization with a land stewardship



BK: 2065 PG: 1503

mission similar to that of the Grantee with respect to park like properties and which is exempt from federal taxation under the Internal Revenue Code. The selection of the transferee shall be made by Grantee's City Commission.

23. This easement and imposition of land use covenants constitutes a real property interest immediately vested in the Grantee, its successors and assigns. The herein described land use covenants shall run with the land and shall be binding upon the Grantor and its successors and assigns.

24. If any provision of this easement and imposition of land use covenants or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this easement and imposition of land use covenants, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid as the case may be, shall not be affected thereby.

25. Grantor agrees that Grantor, and its personal representatives, successors, and assigns, shall give Grantee notice of the transfer of any interest in the Sayers Protected Property, the Green Space Protected Property, the Natural Protected Property or the Maintenance Assessment Property at least Thirty (30) days prior to the transfer of any such interest, provided that the failure to notify Grantee shall not impair the validity of this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS or limit its enforceability in any way.



BK: 2065 PG: 1504

26. Notices to be served as provided for in this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS shall be sent by first class mail to the notice recipient at the mailing address which the recipient has placed on file with the Grantee, with a copy to be sent to the recipient at an e-mail address which the recipient has place on file with the Grantee.
27. Grantor and its successors and assigns shall provide good faith cooperation with and to Grantee in achieving the purposes of the Sayers Area Easement and Covenants, Green Space Easement and Covenants, of the Natural Area Easement and Covenants and of this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS.
28. This GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS does not create any third party beneficiary rights or privileges.
29. Grantee shall forthwith record this instrument in the official records of Clark County, Ohio.
30. At the request of any owner or tenant of all or any portion of the Maintenance Assessment Property, Grantee shall within ten (10) days of such request execute an estoppel certificate to evidence (a) the existence or non-existence of any default under this GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS or any amendments thereto and (b) such other facts with respect to the GRANT OF EASEMENT AND IMPOSITION OF



LAND USE COVENANTS as such owner or tenant may reasonably require to be included in the estoppel certificate.

TO HAVE AND TO HOLD, unto the Grantee, its successors and assigns, forever. The covenants, conditions, terms, restrictions, and purposes imposed as aforesaid shall be binding not only upon the Grantor and Grantee, but also upon their respective agents, personal representatives, successors and assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Sayers Protected Property, Green Space Protected Property, Natural Protected Property and the Maintenance Assessment Property.

The Grantor and the Grantee have hereunto set their hands this 27 day of August, 2015.

APPROVED AS TO FORM AND CORRECTNESS:


Deputy Law Director

THE CITY OF SPRINGFIELD, OHIO

By: 
James A. Bodenmiller, City Manager

NORTH BECHTLE SQUARE I INVESTMENTS, LLC

By: 
_____, Managing Member



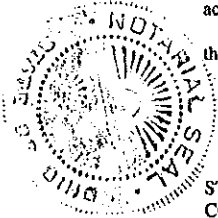
BK: 2065 PG: 1506

STATE OF OHIO)
COUNTY OF CLARK)

SS:

Before me, a Notary Public, in and for said County and State, personally appeared James A. Bodenmiller, City Manager of The City of Springfield, Ohio who acknowledges that he signed the foregoing instrument as the fully authorized officer of The City of Springfield, Ohio, a municipal corporation of the State of Ohio, and that the same is its free act and deed and his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this 28 day of Aug, 2015.



Andrew J. Burkholder

Notary Public

Andrew J. Burkholder, Attorney-At-Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

STATE OF Ohio)
COUNTY OF Franklin)

SS:

Before me, a Notary Public, in and for said County and State, personally appeared John Vlahet, Managing Member of North Bechtle Square I Investments, LLC who acknowledges that he signed the foregoing instrument as the fully authorized representative of North Bechtle Square I Investments, LLC, an Ohio limited liability company, and that the same is its free act and deed and his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this 21st day of August, 2015.

Julie A. Craft

Notary Public



JULIE A. CRAFT
Notary Public, State of Ohio
My Commission Expires: 10-22-2017

This instrument prepared by The City of Springfield, Ohio.

Exhibit A - Tract One



BK: 2065 PG: 1507

PARCEL TWO

Commencing for reference at an iron pin set at the east corner of Lot 18973 as established by North Bechtle Square Section Four as recorded in Plat Book 18, Page 69;

thence over said North Bechtle Square land, North thirty-six degrees zero minutes four seconds East (N36°00'04"E) for four hundred nine and 48/100 feet (409.48') to a point in the south line of a tract of land conveyed to John P. Sayers II and Nancy A. Sayers as recorded in Deed Book 822, Page 603;

thence along the south line of said Sayers land, North forty-eight degrees twenty minutes fourteen seconds West (N48°20'14"W) for two hundred seventy-one and 09/100 feet (271.09') to the TRUE POINT OF BEGINNING of the herein described portion of The Conservation Easement;

thence over said North Bechtle Square I Investments land for the following four (4) courses:

1. North forty-eight degrees twenty minutes fourteen seconds West (N48°20'14"W) for twenty-nine and 40/100 feet (29.40');
2. North three degrees fifty-seven minutes twenty seconds West (N03°57'20"W) for two hundred five and 31/100 feet (205.31');
3. North sixteen degrees fifty-three minutes thirteen seconds East (N16°53'13"E) for two hundred fourteen and 27/100 feet (214.27');
4. North fifty-six degrees thirty-eight minutes twenty-eight seconds East (N56°38'28"E) for sixty-six and 20/100 feet (66.20') to a point in the southeast right-of-way line of Saint Paris Pike;

thence along the southeast right-of-way line of said Saint Paris Pike, South twenty-nine degrees forty-two minutes twenty-four seconds East (S29°42'24"E) for three hundred seventeen and 86/100 feet (317.86') to a point in the west line of said Sayers land;

thence along the west line of said Sayers land, South fifty-one degrees thirty-three minutes two seconds West (S51°33'02"W) for three hundred five and 08/100 feet (305.08') to the TRUE POINT OF BEGINNING containing one and 656/1000 (1.656) acres, more or less.

This description is based on record information, with bearings are based upon said North Bechtle Square Section Four.

HORIZON SURVEYING, INC.

Paul F. MacCallum
Professional Surveyor No. 7561

Exhibit A - Tract Two



BK: 2065 PG: 1508

PARCEL ONE

Beginning at an iron pin set at the east corner of Lot 18973 as established by North Bechtle Square Section Four as recorded in Plat Book 18, Page 69;

thence over said North Bechtle Square land, North thirty-six degrees zero minutes four seconds East (N36°00'04"E) for four hundred nine and 48/100 feet (409.48') to a point in the south line of a tract of land conveyed to John P. Sayers II and Nancy A. Sayers as recorded in Deed Book 822, Page 603;

thence along the south line of said Sayers land, South forty-eight degrees twenty minutes fourteen seconds East (S48°20'14"E) for two hundred twenty-six and 95/100 feet (226.95') to a point in the west line of a tract of land conveyed to Thomas W. and Ellen J. Tarcy as recorded in Deed Book 776, Page 574;

thence along the lines of said Tarcy land for the following two (2) courses:

1. South forty-seven degrees fourteen minutes six seconds West (S47°14'06"W) for ninety three and 18/100 feet (93.18');
2. North eighty-four degrees thirty-four minutes forty-five seconds West (N84°34'45"W) for eighty and 97/100 feet (80.97') to a 1/2" iron pin found;

thence in part along a west line of said Tarcy land and in part along the west line of tracts of land conveyed to Pamela Keller Reisner as recorded in Official Record 202, Page 286, Maribeth Sheehan as recorded in Deed Book 874, Page 236, Norman D. and Dalee J. Filburn as recorded in Deed Book 859, Page 327, Robert E. Fralick and Susan Lee Siefert as recorded in Deed Book 789, Page 447, Judith Opal Hoy as recorded in Deed Book 835, Page 161, Diane M. Massie as recorded in Official Record 948, Page 301, and James L. Huffman as recorded in Official Record 554, Page 78, South three degrees thirty minutes twenty-nine seconds West (S03°30'29"W) for nine hundred ninety-seven and 21/100 feet (997.21') to a 3/4" iron pipe and cap found at the southwest corner of said Huffman land and being in the north line of a tract of land conveyed to Neher Burial Vault Company as recorded in Deed Book 802, Page 261;

thence in part along the north line of said Neher Vault land and in part along the north line of a tract of land conveyed to The Grace Evangelical Church of Springfield, Ohio as recorded in Official Record 742, Page 22, North eighty-four degrees thirty-seven minutes fifty-two seconds West (N84°37'52"W) for seven hundred eighty-two and 94/100 feet (782.94') to an iron pin set at a southerly corner of said Lot 18973;

thence along an east line of said Lot 18973, North thirty-six degrees zero minutes four seconds East (N36°00'04"E) for nine hundred eighty-five and 53/100 feet (985.53') to the POINT OF BEGINNING, containing eleven and 597/1000 (11.597) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

Exhibit A - Tract Three



BK: 2065 PG: 1509

FORM 844X Warranty Deed - OHIO Statutory Form
REV. 8/78



TUTTLEMAN REGISTERED U. S. PAT. OFFICE
PUBLIC LAW 90-369, PUBLISHED 10/12/68, 80 STAT. 310

Vol 822 Page 603

8700058

Know all Men by these Presents

That Wilfred W. Alejandro, married

of Clark County, State of Ohio, for valuable consideration paid, grants with general warranty covenants, to John P. Sayers, II and Nancy A. Sayers, husband and wife, for their joint lives, remainder to the survivor of them, whose tax mailing address is 2321 St. Paris Pike, Springfield, OH 45504

the following real property:

Situated in the County of Clark, in the State of Ohio and in the City of Springfield and bounded and described as follows:

First Tract: Being part of the northeast quarter of Section 6, Township 4, Range 9, M. R. S.

Beginning in the center of the St. Paris Pike at the northeast corner of what was formerly the residence yard lot of George M. Winwood, and south 35 deg. 30' E. 40 feet from the center of the Humphreys Road; thence with said lot line south 53 deg. 10' W. 2.67 poles to a concrete post; thence with said lot north 50 deg. 30' W. 9.21 poles to a post; thence south 44 deg. 30' W. 8.06 poles to a post; thence north 50 deg. W. 22.59 poles to a post at the southwest corner of said lot; thence north 51 deg. E. 19.76 poles to the center of the St. Paris Pike; thence with said pike southeasterly 29.30 poles, more or less, to the place of beginning, containing 2.41 acres, more or less.

Second Tract: Being part of the northeast quarter of Section 6, Township 4, Range 9, M. R. S.

Beginning at a point at the end of the first course of the tract hereinbefore described, being south 53 deg. 10' W. 2.67 poles from the northeast corner of said tract, or residence yard lot; thence with said lot north 50 deg. 30' W. 9.21 poles to a concrete post, thence south 44 deg. 30' W. 8.06 poles to a post; thence south 50 deg. E. along a line in extension of that line of said residence lot 22.59 poles in length, 9.21 poles, more or less, to a point at which such extended line would intersect a line in extension of that line of said residence lot which is 2.67 poles in length; thence north 53 deg. 10' E. 8.06 poles, more or less, to the concrete post at the place of beginning, being a rectangular piece of ground squaring out of the residence lot hereinbefore described by the extension of the first and fourth courses thereof to their points of intersection, the said rectangular tract containing .50 acres, more or less.

EXCEPTING from the First Tract above described a certain strip of ground conveyed by J. K. Hewling to George M. Winwood, Jr., by deed dated Dec. 10, 1924, and recorded in Vol. 239, Page 296, Deed Records, Clark County, Ohio, and being more particularly described as follows:

Beginning at a point in the center of the St. Paris Pike at the northwest corner of said first tract; thence from said point south 51 deg. W. 19.76 poles to a point in the southwest corner of said tract; thence south 50 deg. E. 27' to a point; thence north 51 deg. E. parallel to the line first described and 27' distance therefrom 19.76 poles more or less to the center of the St. Paris Pike and thence with said Pike northwesterly 27' more or less to the place of beginning, the same being a strip 27' in width off of the west end of the above described first tract.

Subject to covenants, conditions and restrictions of record.



822 604

Prior Instrument Reference: Volume 750 Page 573
Karen Alejandro, wife/husband of the grantor, releases all rights of dower therein.

Witness our hands this 31ST day of December 19 86

Signed and acknowledged in presence of

Edward G. Bailey
Edward G. Bailey

Wilfred W. Alejandro
KAREN ALEJANDRO
Karen Alejandro
KAREN ALEJANDRO

State of Ohio, } ss. Before me, a Notary Public
CLARK County, } in and for said County and State, personally appeared the above named

Wilfred W. Alejandro, married, and Karen Alejandro, his 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 Springfield, Ohio this 31ST day of December A. D. 19 86

James F. Pfeiffer
JAMES F. PFEIFFER, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO

State of _____ County, } ss. Before me, _____ in and for said County and State, personally appeared the above named

who acknowledged that did sign the foregoing instrument and that the same is free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at _____ this _____ day of _____ A. D. 19 _____

This instrument prepared by Edward G. Bailey, Atty. at Law
428 BancOhio Bldg., Springfield, OH 45502
(513) 323-6475

eed
||| rried, wife
||| ANCY ife.
||| 19
||| AUDITOR

CH ER



DESCRIPTION OF
THE CC-2A ZONING PARCEL
BECHTLE AVENUE
SPRINGFIELD, OHIO
CONTAINING 15.332 ACRES
AUGUST 29, 2005

Situate in Section 1, Township 4, Range 10 B.M.Rs., and Section 6, Township 4, Range 9 B.M.Rs., City of Springfield, County of Clark, State of Ohio, and being part of a tract of land conveyed to North Bechtle Square I Investments, LLC as recorded in Official Record 1712, Page 1460, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Clark County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at an iron pin found at the north corner of Lot 18973 as established by North Bechtle Square Section Four as recorded in Plat Book 18, Page 69, said corner being in the southeast right-of-way line of Bechtle Avenue as established by Official Record 1430, Page 2061;

thence along the southeasterly right-of-way line of said Bechtle Avenue for the following three (3) courses:

1. North thirty-six degrees zero minutes one second East (N36°00'01"E) for one hundred one and 19/100 feet (101.19') to an iron pin to be set by Woolpert at the point of curvature;
2. on a curve to the left with a radius of seven hundred four and 82/100 feet (704.82') for an arc distance of three hundred forty-one and 03/100 feet (341.03'), [chord bearing North twenty-two degrees eight minutes twenty seconds East (N22°08'20"E) for three hundred thirty-seven and 71/100 feet (337.71'), delta angle of said curve being twenty-seven degrees forty-three minutes twenty-two seconds (27°43'22'')] to an iron pin to be set by Woolpert at a point of reverse curvature;
3. on a curve to the right with a radius of fifty and 00/100 feet (50.00') for an arc distance of seventy-seven and 36/100 feet (77.36'), [chord bearing North fifty-two degrees thirty-six minutes zero seconds East (N52°36'00"E) for sixty-nine and 87/100 feet (69.87'), delta angle of said curve being eighty-eight degrees thirty-eight minutes forty-seven seconds (88°38'47'')] to an iron pin to be set by Woolpert at a point of tangency in the south right-of-way line of the Saint Paris Pike Connector;

thence along the south right-of-way line of said Saint Paris Pike Connector for the following four (4) courses:

1. South eighty-three degrees four minutes thirty-seven seconds East (S83°04'37"E) for one hundred fifty-nine and 88/100 feet (159.88') to an iron pin to be set by Woolpert at a point of curvature;
2. on a curve to the left with a radius of four hundred forty and 00/100 feet (440.00') for an arc distance of two hundred seventy-seven and 81/100 feet (277.81'), [chord bearing North seventy-eight degrees fifty minutes eleven seconds East (N78°50'11"E) for two hundred seventy-three and 22/100 feet (273.22'), delta angle of said curve being thirty-six degrees ten



minutes thirty-two seconds ($36^{\circ}10'32''$) to an iron pin to be set by Woolpert at a point tangency;

3. North sixty degrees forty-four minutes fifty-five seconds East ($N60^{\circ}44'55''E$) for eighty-two and $31/100$ feet ($82.31'$) to an iron pin to be set by Woolpert at a point of curvature;
4. on a curve to the right with a radius of one hundred and $00/100$ feet ($100.00'$) for an arc distance of one hundred forty-eight and $32/100$ feet ($148.32'$), [chord bearing South seventy-six degrees forty-five minutes thirty-seven seconds East ($S76^{\circ}45'37''E$) for one hundred thirty-five and $09/100$ feet ($135.09'$), delta angle of said curve being eighty-four degrees fifty-eight minutes fifty-five seconds ($84^{\circ}58'55''$)] to an iron pin to be set by Woolpert at a point on the southwesterly right-of-way line of Saint Paris Pike as conveyed to the State of Ohio as recorded in Deed Book 621, Page 13;

thence along the lines of said State of Ohio land for the following two (2) courses:

1. South thirty-four degrees sixteen minutes thirteen seconds East ($S34^{\circ}16'13''E$) for seventy-seven and $88/100$ feet ($77.88'$) to a found reference monument;
2. North sixty degrees seventeen minutes thirty-six seconds East ($N60^{\circ}17'36''E$) for fifteen and $00/100$ feet ($15.00'$) to a point in the southeast right-of-way line of said Saint Paris Pike;

thence along the southeast right-of-way of said Saint Paris Pike, South twenty-nine degrees forty-two minutes twenty-four seconds East ($S29^{\circ}42'24''E$) for sixty-seven and $02/100$ feet ($67.02'$);

thence over said North Bechtle Square I Investments land for the following three (3) courses:

1. South fifty-six degrees thirty-eight minutes twenty-eight seconds West ($S56^{\circ}38'28''W$) for sixty-six and $20/100$ feet ($66.20'$);
2. South sixteen degrees fifty-three minutes thirteen seconds West ($S16^{\circ}53'13''W$) for two hundred fourteen and $27/100$ feet ($214.27'$);
3. South three degrees fifty-seven minutes twenty seconds East ($S03^{\circ}57'20''E$) for two hundred five and $31/100$ feet ($205.31'$);

thence in part over said North Bechtle Square I Investments land and in part along the southeast line of a tract of land conveyed to John P. Sayers II and Nancy A. Sayers as recorded in Deed Book 822, Page 603, South forty-eight degrees twenty minutes fourteen seconds East ($S48^{\circ}20'14''E$) for three hundred and $49/100$ feet ($300.49'$);

thence over said North Bechtle Square I Investments land, South thirty-six degrees zero minutes four seconds West ($S36^{\circ}00'04''W$) for four hundred nine and $48/100$ feet ($409.48'$) to the easterly corner of said Lot 18973;

thence along the northeasterly line of said Lot 18973, North fifty-three degrees fifty-nine minutes fifty-nine seconds West ($N53^{\circ}59'59''W$) for one thousand forty-one and $83/100$ feet ($1041.83'$) to the TRUE POINT OF BEGINNING, containing fifteen and $332/1000$ (15.332) acres, more or less,

Description of The CC-2A Zoning Parcel
Bechtle Avenue
Springfield, Ohio

August 29, 2005

Page 3

subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from record information and is not to be used for conveyance of real property. It is for zoning purposes only. Bearings are based upon said North Bechtle Square Section Four.

HORIZON SURVEYING, INC.

Paul F. MacCallum
Professional Surveyor No. 7561

BK: 2065 PG: 1513





DESCRIPTION OF PARCEL 2
PART OF HOWELL & RUEGER TRUSTEES LAND
NORTH BECHTLE AVENUE
SPRINGFIELD, OHIO
CONTAINING 4.926 ACRES
AUGUST 10, 2004

Situate in Section 1, Township 4, Range 10 B.M.Rs., City of Springfield, County of Clark, State of Ohio, and being part of a tract of land conveyed to John A. Howell and Dan L. Rueger, Trustees as recorded in Deed Book 732, Page 835 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Clark County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at a 5/8" iron pin and cap set at the north corner of Lot 18866 as established by North Bechtle Square Section Two as recorded in Plat Book 17, Page 350, said corner being in the southeast right-of-way line of Bechtle Avenue as established by Official Record 1430, Page 2061;

thence along the southeasterly right-of-way line of said Bechtle Avenue for the following three (3) courses:

1. North thirty-six degrees zero minutes one second East (N36°00'01"E) for one hundred one and 19/100 feet (101.19) to an iron pin to be set by Woolpert at a point of curvature;
2. on a curve to the left with a radius of seven hundred four and 82/100 feet (704.82') for an arc distance of three hundred fifty-seven and 69/100 feet (357.69'), [chord bearing North twenty-one degrees twenty-seven minutes forty-three-nine seconds East (N21°27'43"E) for three hundred fifty-three and 86/100 feet (353.86'), delta angle of said curve being twenty-nine degrees four minutes thirty-seven seconds (29°04'37")] to a point of tangency;
3. North six degrees fifty-five minutes twenty-three seconds East (N06°55'23"E) for one hundred sixty-two and 16/100 feet (162.16') to an iron pin to be set by Woolpert at the TRUE POINT OF BEGINNING of the herein described tract of land;

thence continuing along the easterly right-of-way line of said Bechtle Avenue for the following two (2) courses:

1. North six degrees fifty-five minutes twenty-three seconds East (N06°55'23"E) for three hundred two and 74/100 feet (302.74') to an iron pin to be set by Woolpert at a point of curvature;
2. on a curve to the right with a radius of six hundred four and 82/100 feet (604.82') for an arc distance of two hundred eight and 65/100 feet (208.65'), [chord bearing North sixteen degrees forty-eight minutes twenty seconds East (N16°48'20"E) for two hundred seven and 62/100 feet (207.62'), delta angle of said curve being nineteen degrees forty-five minutes fifty-eight seconds (19°45'58")] to an iron pin to be set by Woolpert at a point in the south right-of-way line of Saint Paris Pike as conveyed to the State of Ohio as recorded in Deed Book 607, Page 21;



thence along the south line of said State of Ohio land, South seventy-one degrees fifty-eight minutes seventeen seconds East (S71°58'17"E) for two hundred thirty-two and 78/100 feet (232.78') to a 5/8" iron pin and cap set;

thence continuing along said State of Ohio land, South thirty-two degrees twenty-four minutes three seconds East (S32°24'03"E) for two hundred one and 02/100 feet (201.02') to a monument found at the westerly corner of another tract of land conveyed to the State of Ohio (for Saint Paris Pike right-of-way) as recorded in Deed Book 621, Page 13;

thence along the southwest line of said State of Ohio land as recorded in Deed Book 621, Page 13, South thirty-four degrees sixteen minutes thirteen seconds East (S34°16'13"E) for one hundred forty-two and 04/100 feet (142.04') to an iron pin to be set by Woolpert at a point of curvature on the Saint Paris Pike Connector right-of-way;

thence along the right-of-way line of said Saint Paris Pike Connector for the following five (5) courses:

1. on a curve to the right with a radius of one hundred and 00/100 feet (100.00') for an arc distance of one hundred sixty-five and 84/100 feet (165.84'), [chord bearing South thirteen degrees fourteen minutes twenty seconds West (S13°14'20"W) for one hundred forty-seven and 47/100 feet (147.47'), delta angle of said curve being ninety-five degrees one minute five seconds (95°01'05")] to an iron pin to be set by Woolpert at a point of tangency;
2. South sixty degrees forty-four minutes fifty-two seconds West (S60°44'52"W) for fifty-seven and 72/100 feet (57.72') to an iron pin to be set by Woolpert at a point of curvature;
3. on a curve to the right with a radius of three hundred sixty and 00/100 feet (360.00') for an arc distance of two hundred twenty-seven and 30/100 feet (227.30'), [chord bearing South seventy-eight degrees fifty minutes seven seconds West (S78°50'07"W) for two hundred twenty-three and 54/100 feet (223.54'), delta angle of said curve being thirty-six degrees ten minutes thirty-two seconds (36°10'32")] to an iron pin to be set by Woolpert at a point of tangency;
4. North eighty-three degrees four minutes thirty-seven seconds West (N83°04'37"W) for one hundred fifty-nine and 67/100 feet (159.67') to an iron pin to be set by Woolpert at a point of curvature;
5. on a curve to the right with a radius of fifty and 00/100 feet (50.00') for an arc distance of seventy-eight and 54/100 feet (78.54'), [chord bearing North thirty-eight degrees four minutes thirty-seven seconds West (N38°04'37"W) for seventy and 71/100 feet (70.71'), delta angle of said curve being ninety degrees zero minutes zero seconds (90°00'00")] to the TRUE POINT OF BEGINNING, containing four and 926/1000 (4.926) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed in July of 2004, with bearings based upon said North Bechtle Square Section Two.

HORIZON SURVEYING, INC.

Description of Parcel 2- Part of Howell
& Rueger Trustees Land - North Bechtie Avenue
Springfield, Ohio

August 10, 2004

Page 3

Paul F. MacCallum
Ohio Professional Surveyor 7561

BK: 2065 PG: 1516



Exhibit
2-B

GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS
[Green Space Area]

This grant of an easement and imposition of land use covenants is made by NORTH BECHTLE SQUARE I INVESTMENTS, LLC (hereinafter referred to as the "Grantor") to THE CITY OF SPRINGFIELD, OHIO, a municipal corporation organized under the laws of the State of Ohio, whose address is 76 East High Street, Springfield, Ohio 45502 (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property described in **Exhibit A** attached hereto and incorporated into and made a part of this easement and imposition of land use covenants document by reference and intends to acquire the real property described in **Exhibit B** (hereinafter referred to as the "Sayers Area") attached hereto and incorporated into and made a part of this easement and imposition of land use covenants document by reference; and

WHEREAS, Grantor intends by this document to convey to Grantee as a donation this easement and imposition of land use covenants, over the approximately one and 656/1000 (1.656) acres of real property identified as Parcel Two in **Exhibit A** (hereinafter referred to as the "Green Space Protected Property"). Further, Grantor intends to retain, unencumbered by the easement and imposition of land use covenants conveyed herein, the approximately fifteen and 332/1000 (15.332) acres of Grantor's contiguous real property identified as Parcel Three in **Exhibit A** being known as the "Unencumbered Property," the Sayers Area and the approximately eleven and 597/1000 (11.597) acres of Grantor's contiguous real property identified as Parcel One in

200600021964
Filed for Record in
CLARK COUNTY, OH
NANCY PENCE
10-18-2006 At 11:52 am.
EASEMENT RW 180.00
OR Volume 1793 Page 1859 - 1879

Exhibit A being known as the "Natural Protected Property", the relationship of the Green Space Protected Property to the Unencumbered Property, Sayers Area and Natural Protected Property to be one tax parcel and graphically depicted on the Exhibit C attached hereto and incorporated herewith; and

WHEREAS, the Grantor and Grantee intend that a park environment be created and preserved in and over the Green Space Protected Property and that no structures be constructed on the Green Space Protected Property at any time; and

WHEREAS, the Grantor and Grantee recognize the aforesaid scenic, natural and aesthetic value of the Green Space Protected Property as it shall be cultivated and maintained pursuant to this easement and imposition of land use covenants, and by the conveyance and acceptance of this easement and imposition of land use covenants, join in the common purpose of conserving the aforesaid park values of the Green Space Protected Property, and preventing the use or development of the Green Space Protected Property for any purpose or in any manner which would conflict with the maintenance of the Green Space Protected Property in its scenic, open and park like condition; and

WHEREAS, the Green Space Protected Property will also serve as an appropriate buffer between commercial property uses generally south and west of the Green Space Protected Property and residential property uses generally east of the Green Space Protected Property; and

WHEREAS, the Grantor and the Grantee have the common purpose of conserving and protecting the Green Space Protected Property in perpetuity as "the preservation of open space," as that phrase is used in the P.L. 96-541, 26 U.S.C. 170(h)(4)(ii)(iii) and (iv), as amended, and in regulations promulgated thereunder; and

WHEREAS, Grantee is willing to accept this easement and imposition of land use covenants, subject, nevertheless, to the reservations and to the terms, conditions and obligations set out herein and imposed hereby; and

WHEREAS, by accepting this grant Grantee agrees to honor the intentions of the parties stated herein and to preserve and protect the park values of the Green Space Protected Property for the benefit of this generation and generations to come.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants gives bargains donates and conveys unto the Grantee, its successors and assigns, forever in perpetuity, an easement of the nature and character, and to the extent hereinafter set forth, and imposes the land use covenants hereinafter set forth in, under, upon and over the Green Space Protected Property, as the same is identified as Parcel Two in the Exhibit A attached hereto.

The unencumbered area described in the Exhibit A shall remain unencumbered by this easement and imposition of land use covenants. The relationship of the Green Space Protected Property and the Unencumbered Property is graphically depicted on Exhibit C.

Prior Deed Reference for the Green Space Protected Property, the Natural Protected Property and the Unencumbered Property together is , Book 1712, Page 1460, Official Records of Clark County, Ohio.

This Grant is made for the purposes of preserving, protecting, and maintaining the Green Space Protected Property as a scenic, natural, and park like area and together with

the right of visual access to and view of the Green Space Protected Property in its scenic, park like and open condition and shall be subject to the terms, conditions, and restrictions as hereinafter set forth:

Prohibited Acts

1. No buildings or other structures or features of any kind whatsoever, including, but not limited to, billboards or advertising of any kind, camping accommodations, parking areas, fences, paved paths and mobile homes, shall be hereafter erected, constructed, placed, or maintained on the Green Space Protected Property.

2. Within the area of Green Space Protected Property, there shall be no dumping of soil, trash, ashes, demolition material, fill dirt (except as provided for in paragraph 10, below, and in this paragraph), litter, rubbish, garbage, waste, or other unsightly or offensive material, nor any placement of underground storage tanks, and no changing of its topography through the removing of soil or through the placing of soil or other substances or material such as land fill or dredging soils; provided, however that during construction of a development on the Unencumbered Property fill dirt from the Unencumbered Property may be placed on the Green Space Protected Property.

3. Within the area of Green Space Protected Property, there shall be no fillings (except as provided for in paragraphs 2 and 10), excavations, mining, drilling, construction of roads or other changes in the general topography of the land on the Green Space Protected Property in any manner excepting those caused by the forces of nature. Without limiting the foregoing, there shall be no drilling for oil or gas or similar substances, nor shall the Green Space Protected Property be used as part of any drilling unit for oil and gas production.

4. Within the area of Green Space Protected Property, there shall be no grazing of domestic animals or the disturbance or change in the natural habitat except in accordance with good husbandry practices applicable to scenic, natural, and park like areas. Planting of grass, flowers and trees is permitted; provided such plantings conform to Grantee's list of approved species maintained on file with Grantee's City Engineer.

5. No utility lines or towers shall be erected, nor shall interests in the Green Space Protected Property be granted for this purpose. With the Grantee's consent, utility facilities may be installed underground. It is the intent of this Grant to convey to the Grantee, its successors and assigns, such an interest in the Green Space Protected Property as is sufficient to prohibit the exercise of the power of eminent domain by any public utility or other body or person other than Grantee.

6. Within the area of Green Space Protected Property, there shall be no activities, actions, or uses detrimental or adverse to water conservation, erosion control, soil conservation, and fish and wildlife or habitat preservation on the Green Space Protected Property.

7. Within the area of Green Space Protected Property, there shall be no manipulation or alteration of natural water courses or activities or uses detrimental to water purity on the Green Space Protected Property.

8. Within the area of Green Space Protected Property, there shall be no operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicle on the Green Space Protected Property; provided, however, that Grantor may operate lawnmowers and other vehicles and equipment in maintaining the Green Space Protected Property, utility companies with lines in the

Green Space Protected Property may maintain their lines and Grantee may operate vehicles on the Green Space Protected Property when necessary to carry out its municipal functions.

9. Within the area of Green Space Protected Property, there shall be no hunting or trapping, except to the extent specifically approved in advance by Grantee as necessary to keep the animal population within the numbers consistent with the ecological balance of the area and to prevent nuisance conditions.

Covenants of Grantor and Permitted Acts and Uses

10. Grantor covenants that on or before November 30, 2008 it shall construct a dirt mound along the northeastern boundary of the Green Space Protected Property running parallel with Saint Paris Pike and extending from the Saint Paris Pike Connector to the boundary of the lot formerly owned by John P. Sayers II and Nancy A. Sayers with the address of 2321 Saint Paris Pike, with the centerline of said mound to be located approximately twenty feet from the right-of-way boundary of Saint Paris Pike. The said dirt mound shall have a 2½ to 1 or a 3 to 1 slope and trees shall be planted along the top of the slope to create a visual barrier between Saint Paris Pike and the Uncumbered Property. Grantor covenants that it shall maintain a living tree population on the said mound which shall be a staggered line of trees initially 6 feet in height and separated by fifteen feet between each tree trunk.

11. Grantor covenants that it shall cover all portions of the Green Space Protected Property disturbed during the period commencing with the date of this instrument and ending with November 30, 2008, with a covering of at least four inches of topsoil no later than November 30, 2008 and the covering of topsoil shall not thereafter be removed.

12. Those portions of the Green Space Protected Property not maintained in a wooded condition shall be maintained as grass areas. Grantor covenants that it shall mow the grass areas of the Green Space Protected Property to maintain a grass height of no more than six inches. Notwithstanding the foregoing, Grantor may cultivate portions of the grass area as a flower garden or flower gardens; provided the flower gardens are properly weeded and maintained in a good horticultural husbandman like condition.

13. Except as otherwise herein provided, Grantor covenants that it shall manage the Green Space Protected Property in a manner consistent with its preservation as a scenic, open, park like and, where herein required, wooded area. Each and every other activity or construction that might endanger the park like or wooded state of the Green Space Protected Property is forbidden. Without limiting the generality of the foregoing, it is Grantor's intent that this easement and imposition of land use covenants shall prohibit commercial recreational use of the Green Space Protected Property within the meaning of Section 2031 (c) of the Internal Revenue Code and regulations promulgated thereunder.

14. Grantor expressly reserves for itself, its personal representatives, successors and assigns, all rights accruing from their ownership of the Green Space Protected Property, the Sayers Area, the Natural Protected Property and the Unencumbered Property, including the right to engage in or permit or invite others to engage in all uses of the Green Space Protected Property, the Natural Protected Property, the Sayers Area and the Unencumbered Property that are not expressly prohibited herein and are not inconsistent with the purpose of this easement and imposition of land use covenants. Nothing contained in this easement and imposition of land use covenants shall give or

grant to the public a right to enter upon the Green Space Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this easement and imposition of land use covenants. However, the owners, present and future, of property abutting the Green Space Protected Property, the Sayers Area or the Natural Protected Property are each third party beneficiaries under this easement and imposition of land use covenants and shall have the right to enforce the terms of this easement and imposition of land use covenants.

Other Conditions

15. The Grantee, or its duly authorized representatives, may enter the Green Space Protected Property for the purposes of inspecting the Green Space Protected Property in order to further the objectives and determine compliance with the terms of this easement and imposition of land use covenants; provided, that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Unencumbered Property. The Grantee may design and install minimal signage to mark the boundaries of Green Space Protected Property.

16. In the event that a violation of these terms, conditions, or restrictions are found to exist, the Grantee, its successors or assigns, or one or more of the abutting property owners (including owners of property abutting the Natural Protected Property or the Sayers area) shall give written notice to the Grantor or the Grantor's personal representatives, heirs, successors or assigns of such violation; if Grantor fails to cure the violation within sixty (60) days after receipt of notice, Grantee or one or more of the abutting property owners (including owners of property abutting the Natural Protected

Property or the Sayers Area) may institute an action to enjoin by temporary, and/or permanent injunction such violation, to require the restoration of the Green Space Protected Property to its prior condition, and/or to require the Grantor to pay damages for breach of covenants. Nothing herein shall be construed to entitle the Grantee or the abutting property owners (including owners of property abutting the Natural Protected Property or the Sayers Area) to institute any enforcement proceedings against the Grantor for any changes to the Green Space Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, floods, storm, or the unauthorized wrongful acts of third persons. Notwithstanding the foregoing, the Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms, conditions, and purposes of this easement and imposition of land use covenants by prior failure to act or to enforce its police power regulations against Grantor and its successors and assigns.

17. Grantor and the Grantor's personal representatives, heirs, successors and assigns shall pay all taxes validly assessed and levied against the Green Space Protected Property, including any such taxes validly levied and assessed against the easement and imposition of land use covenants by competent authorities.

18. Grantor and the Grantor's personal representatives, heirs, successors and assigns agree that the terms, conditions, restrictions, and purpose of this easement and imposition of land use covenants shall be set forth, or specifically referenced in any subsequent deed, or other legal instrument, by which they divest themselves of either the fee simple title to, or of their possessory interest in, the Green Space Protected Property.

19. This Grant may be amended only with the written consent of both the Grantee and the Grantor. Any such amendment shall be consistent with the purposes of this Grant and shall comply with Section 170(h) of the Internal Revenue Code and with Section 2031(c) of the Internal Revenue Code, or any regulations promulgated in accordance with such Sections.

20. The Grantee may transfer or assign its rights in the easement and imposition of land use covenants at its discretion to any governmental or charitable organization with a land stewardship mission similar to that of the Grantee with respect to park like properties, which is exempt from federal taxation under the Internal Revenue Code. The selection of the transferee shall be made by the City Commission of the Grantee.

21. This easement and imposition of land use covenants constitutes a real property interest immediately vested in the Grantee, its successors and assigns. The herein described land use covenants shall run with the land and shall be binding upon the Grantor and its heirs, successors and assigns.

22. If circumstances arise in the future which render the purposes of this easement and imposition of land use covenants impossible to accomplish, this easement and imposition of land use covenants may be terminated or extinguished, in whole or in part but only by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which the Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Green Space Protected Property, pursuant to such proceedings, subsequent to such termination or extinguishment, shall be established, unless otherwise provided by Ohio law at the time, as provided on Paragraph 24 below with respect to the division of condemnation proceeds. The Grantee shall use

any such proceeds in a manner consistent with the purposes of this easement and imposition of land use covenants.

23. If any provision of this easement and imposition of land use covenants or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this easement and imposition of land use covenants, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid as the case may be, shall not be affected thereby.

24. It is the intent of this Grant to convey to the Grantee, its successors and assigns such an interest in the Green Space Protected Property as is sufficient to prohibit the exercise of the power of eminent domain by public utility and any other body or person other than Grantee. If ever all or part of the Green Space Protected Property is taken in exercise of eminent domain by public, corporate, or other authorities so as to abrogate the restriction imposed by this easement and imposition of land use covenants, the Grantor and the Grantee shall join in appropriate actions to recover the full value of the Green Space Protected Property (or portion thereof) taken and all incidental or direct damages that result from such taking. Any expense incurred by the Grantor or the Grantee in any such action shall be first reimbursed out of the recovered proceeds. The remainder of such proceeds shall be divided between the Grantor and the Grantee in proportion to their interest in the Green Space Protected Property, such proportion to be established by using the relationship at the time of this Grant, of the fair market value of the Green Space Protected Property unencumbered by this easement and imposition of land use covenants as compared to the fair market value of the Green Space Protected Property as encumbered by this easement and imposition of land use covenants.

25. Grantor agrees that Grantor, and its heirs, personal representatives, successors, and assigns, shall give Grantee notice of the transfer of any interest in the Green Space Protected Property at least 30 days prior to the transfer of any such interest, provided that the failure to notify Grantee shall not impair the validity of this easement and imposition of land use covenants or limit its enforceability in any way. Grantor shall not permit the parcel of real property comprised of the Green Space Protected Property, the Natural Protected Property, the Sayers Area and the Unencumbered Property to be further subdivided while this easement and imposition of land use covenants continues in effect; provided, however with Grantee's written consent (Grantee's discretion in granting such consent shall not be limited by any subdivision regulations) a subdivision may be permitted to allow the subdivided portion to be conveyed to a grantee approved by the Grantee.

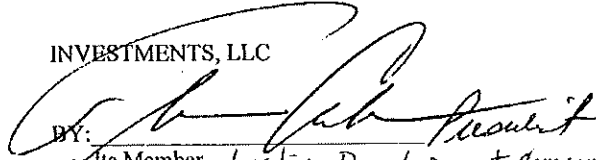
26. Grantee shall forthwith record this instrument in the official records of Clark County, Ohio.

TO HAVE AND TO HOLD, unto the Grantee, its successors and assigns, forever. The covenants, conditions, terms, restrictions, and purposes imposed as aforesaid stated shall be binding not only upon the Grantor and Grantee, but also upon their respective agents, personal representatives, heirs, and assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Green Space Protected Property.

The Grantor and the Grantee have hereunto set their hands this 2 day of October, 2006.

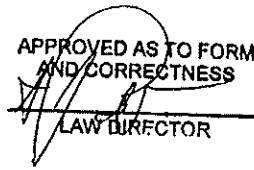
NORTH BECHTLE SQUARE I

INVESTMENTS, LLC

BY: 
Its Member Leslie Development Company

THE CITY OF SPRINGFIELD, OHIO

BY: 
Its: _____

APPROVED AS TO FORM
AND CORRECTNESS

LAW DIRECTOR

**TRANSFER
NOT NECESSARY**

OCT 18 2006

GEORGE A. SODDERS
AUDITOR

STATE OF OHIO
COUNTY OF CLARK, SS:

*THOMAS P.
AAKHUS
CIV*

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named NORTH BECHTLE SQUARE I INVESTMENTS, I.LC by RONALD L. LESLIE, its Member, who acknowledged that he did sign the foregoing instrument after being duly authorized to execute the same and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Springfield, Ohio, this 18 day of October, 2006.



VICTORIA J. MILLER
Notary Public, State of Ohio
My Commission Expires 02-28-07

[Signature]
NOTARY PUBLIC, STATE OF OHIO

STATE OF OHIO
COUNTY OF CLARK, SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named THE CITY OF SPRINGFIELD, OHIO by *Matthew J. Kruller*, its *City Manager*, who acknowledged that he did sign the foregoing instrument after being duly authorized to execute the same and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Springfield, Ohio, this 13 day of October, 2006.

[Signature]
NOTARY PUBLIC, STATE OF OHIO

This instrument prepared by:
James F. Peifer, Attorney at Law,
P O Box 1087, 20 South Limestone Street,
Suite 300, The Edison Center,
Springfield, Ohio 45502
(937) 325-7365



ANDREW JAY BURKHOLDER, *Att-at-Law*
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 R.C.

PARCEL ONE

Beginning at an iron pin set at the east corner of Lot 18973 as established by North Bechtle Square Section Four as recorded in Plat Book 18, Page 69;

thence over said North Bechtle Square land, North thirty-six degrees zero minutes four seconds East (N36°00'04"E) for four hundred nine and 48/100 feet (409.48') to a point in the south line of a tract of land conveyed to John P. Sayers II and Nancy A. Sayers as recorded in Deed Book 822, Page 603;

thence along the south line of said Sayers land, South forty-eight degrees twenty minutes fourteen seconds East (S48°20'14"E) for two hundred twenty-six and 95/100 feet (226.95') to a point in the west line of a tract of land conveyed to Thomas W. and Ellen J. Tarpy as recorded in Deed Book 776, Page 574;

thence along the lines of said Tarpy land for the following two (2) courses:

1. South forty-seven degrees fourteen minutes six seconds West (S47°14'06"W) for ninety three and 18/100 feet (93.18');
2. North eighty-four degrees thirty-four minutes forty-five seconds West (N84°34'45"W) for eighty and 97/100 feet (80.97') to a 1/2" iron pin found;

thence in part along a west line of said Tarpy land and in part along the west line of tracts of land conveyed to Pamela Keller Reisner as recorded in Official Record 202, Page 286, Maribeth Sheehan as recorded in Deed Book 874, Page 236, Norman D. and Dalee J. Filburn as recorded in Deed Book 859, Page 327, Robert E. Fralick and Susan Lee Siefert as recorded in Deed Book 789, Page 447, Judith Opal Hoy as recorded in Deed Book 835, Page 161, Diane M. Massie as recorded in Official Record 948, Page 301, and James L. Huffman as recorded in Official Record 554, Page 78, South three degrees thirty minutes twenty-nine seconds West (S03°30'29"W) for nine hundred ninety-seven and 21/100 feet (997.21') to a 3/4" iron pipe and cap found at the southwest corner of said Huffman land and being in the north line of a tract of land conveyed to Neher Burial Vault Company as recorded in Deed Book 802, Page 261;

thence in part along the north line of said Neher Vault land and in part along the north line of a tract of land conveyed to The Grace Evangelical Church of Springfield, Ohio as recorded in Official Record 742, Page 22, North eighty-four degrees thirty-seven minutes fifty-two seconds West (N84°37'52"W) for seven hundred eighty-two and 94/100 feet (782.94') to an iron pin set at a southerly corner of said Lot 18973;

thence along an east line of said Lot 18973, North thirty-six degrees zero minutes four seconds East (N36°00'04"E) for nine hundred eighty-five and 53/100 feet (985.53') to the POINT OF BEGINNING, containing eleven and 597/1000 (11.597) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

PARCEL TWO

Commencing for reference at an iron pin set at the east corner of Lot 18973 as established by North Bechtle Square Section Four as recorded in Plat Book 18, Page 69;

thence over said North Bechtle Square land, North thirty-six degrees zero minutes four seconds East (N36°00'04"E) for four hundred nine and 48/100 feet (409.48') to a point in the south line of a tract of land conveyed to John P. Sayers II and Nancy A. Sayers as recorded in Deed Book 822, Page 603;

thence along the south line of said Sayers land, North forty-eight degrees twenty minutes fourteen seconds West (N48°20'14"W) for two hundred seventy-one and 09/100 feet (271.09') to the **TRUE POINT OF BEGINNING** of the herein described portion of The Conservation Easement;

thence over said North Bechtle Square I Investments land for the following four (4) courses:

1. North forty-eight degrees twenty minutes fourteen seconds West (N48°20'14"W) for twenty-nine and 40/100 feet (29.40');
2. North three degrees fifty-seven minutes twenty seconds West (N03°57'20"W) for two hundred five and 31/100 feet (205.31');
3. North sixteen degrees fifty-three minutes thirteen seconds East (N16°53'13"E) for two hundred fourteen and 27/100 feet (214.27');
4. North fifty-six degrees thirty-eight minutes twenty-eight seconds East (N56°38'28"E) for sixty-six and 20/100 feet (66.20') to a point in the southeast right-of-way line of Saint Paris Pike;

thence along the southeast right-of-way line of said Saint Paris Pike, South twenty-nine degrees forty-two minutes twenty-four seconds East (S29°42'24"E) for three hundred seventeen and 86/100 feet (317.86') to a point in the west line of said Sayers land;

thence along the west line of said Sayers land, South fifty-one degrees thirty-three minutes two seconds West (S51°33'02"W) for three hundred five and 08/100 feet (305.08') to the **TRUE POINT OF BEGINNING** containing one and 656/1000 (1.656) acres, more or less.

This description is based on record information, with bearings are based upon said North Bechtle Square Section Four.

HORIZON SURVEYING, INC.

Paul F. MacCallum
Professional Surveyor No. 7561

Parcel Three

**DESCRIPTION OF
PARCEL
CONTAINING 15.332 ACRES
AUGUST 29, 2005**

Situate in Section 1, Township 4, Range 10 B.M.Rs., and Section 6, Township 4, Range 9 B.M.Rs., City of Springfield, County of Clark, State of Ohio, and being part of a tract of land conveyed to North Bechtle Square I Investments, LLC as recorded in Official Record 1712, Page 1460, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Clark County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at an iron pin found at the north corner of Lot 18973 as established by North Bechtle Square Section Four as recorded in Plat Book 18, Page 69, said corner being in the southeast right-of-way line of Bechtle Avenue as established by Official Record 1430, Page 2061;

thence along the southeasterly right-of-way line of said Bechtle Avenue for the following three (3) courses:

1. North thirty-six degrees zero minutes one second East (N36°00'01"E) for one hundred one and 19/100 feet (101.19') to an iron pin to be set by Woolpert at the point of curvature;
2. on a curve to the left with a radius of seven hundred four and 82/100 feet (704.82') for an arc distance of three hundred forty-one and 03/100 feet (341.03'), [chord bearing North twenty-two degrees eight minutes twenty seconds East (N22°08'20"E) for three hundred thirty-seven and 71/100 feet (337.71'), delta angle of said curve being twenty-seven degrees forty-three minutes twenty-two seconds (27°43'22")] to an iron pin to be set by Woolpert at a point of reverse curvature;
3. on a curve to the right with a radius of fifty and 00/100 feet (50.00') for an arc distance of seventy-seven and 36/100 feet (77.36'), [chord bearing North fifty-two degrees thirty-six minutes zero seconds East (N52°36'00"E) for sixty-nine and 87/100 feet (69.87'), delta angle of said curve being eighty-eight degrees thirty-eight minutes forty-seven seconds (88°38'47")] to an iron pin to be set by Woolpert at a point of tangency in the south right-of-way line of the Saint Paris Pike Connector;

thence along the south right-of-way line of said Saint Paris Pike Connector for the following four (4) courses:

1. South eighty-three degrees four minutes thirty-seven seconds East (S83°04'37"E) for one hundred fifty-nine and 88/100 feet (159.88') to an iron pin to be set by Woolpert at a point of curvature;
2. on a curve to the left with a radius of four hundred forty and 00/100 feet (440.00') for an arc distance of two hundred seventy-seven and 81/100 feet (277.81'), [chord bearing North seventy-eight degrees fifty minutes eleven seconds East (N78°50'11"E) for two hundred seventy-three and 22/100 feet (273.22'), delta angle of said curve being thirty-six degrees ten minutes thirty-two seconds (36°10'32")] to an iron pin to be set by Woolpert at a point tangency;

3. North sixty degrees forty-four minutes fifty-five seconds East (N60°44'55"E) for eighty-two and 31/100 feet (82.31') to an iron pin to be set by Woolpert at a point of curvature;
4. on a curve to the right with a radius of one hundred and 00/100 feet (100.00') for an arc distance of one hundred forty-eight and 32/100 feet (148.32'), [chord bearing South seventy-six degrees forty-five minutes thirty-seven seconds East (S76°45'37"E) for one hundred thirty-five and 09/100 feet (135.09'), delta angle of said curve being eighty-four degrees fifty-eight minutes fifty-five seconds (84°58'55")] to an iron pin to be set by Woolpert at a point on the southwesterly right-of-way line of Saint Paris Pike as conveyed to the State of Ohio as recorded in Deed Book 621, Page 13;

thence along the lines of said State of Ohio land for the following two (2) courses:

1. South thirty-four degrees sixteen minutes thirteen seconds East (S34°16'13"E) for seventy-seven and 88/100 feet (77.88') to a found reference monument;
2. North sixty degrees seventeen minutes thirty-six seconds East (N60°17'36"E) for fifteen and 00/100 feet (15.00') to a point in the southeast right-of-way line of said Saint Paris Pike;

thence along the southeast right-of-way of said Saint Paris Pike, South twenty-nine degrees forty-two minutes twenty-four seconds East (S29°42'24"E) for sixty-seven and 02/100 feet (67.02');

thence over said North Bechtle Square I Investments land for the following three (3) courses:

1. South fifty-six degrees thirty-eight minutes twenty-eight seconds West (S56°38'28"W) for sixty-six and 20/100 feet (66.20');
2. South sixteen degrees fifty-three minutes thirteen seconds West (S16°53'13"W) for two hundred fourteen and 27/100 feet (214.27');
3. South three degrees fifty-seven minutes twenty seconds East (S03°57'20"E) for two hundred five and 31/100 feet (205.31');

thence in part over said North Bechtle Square I Investments land and in part along the southeast line of a tract of land conveyed to John P. Sayers II and Nancy A. Sayers as recorded in Deed Book 822, Page 603, South forty-eight degrees twenty minutes fourteen seconds East (S48°20'14"E) for three hundred and 49/100 feet (300.49');

thence over said North Bechtle Square I Investments land, South thirty-six degrees zero minutes four seconds West (S36°00'04"W) for four hundred nine and 48/100 feet (409.48') to the easterly corner of said Lot 18973;

thence along the northeasterly line of said Lot 18973, North fifty-three degrees fifty-nine minutes fifty-nine seconds West (N53°59'59"W) for one thousand forty-one and 83/100 feet (1041.83') to the **TRUE POINT OF BEGINNING**, containing fifteen and 332/1000 (15.332) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

Instrument 20060021864 OR
Volume Page 1793 1877

Description Zoning Parcel
Bechtle Avenue
Springfield, Ohio

August 29, 2005

Page 3

This description was prepared from record information and is not to be used for conveyance of real property. It is for zoning purposes only. Bearings are based upon said North Bechtle Square Section Four.

HORIZON SURVEYING, INC.

Paul F. MacCallum
Professional Surveyor No. 7561

Exhibit B

Situated in the County of Clark, in the State of Ohio and in the City of Springfield and bounded and described as follows:

First Tract: Being part of the northeast quarter of Section 6, Township 4, Range 9, M. R. S.

Beginning in the center of the St. Paris Pike at the northeast corner of what was formerly the residence yard lot of George M. Winwood, and south 35 deg. 30' E. 40 feet from the center of the Humphreys Road; thence with said lot line south 53 deg. 10' W. 2.67 poles to a concrete post; thence with said lot north 50 deg. 30' W. 9.21 poles to a post; thence south 44 deg. 30' W. 8.06 poles to a post; thence north 50 deg. W. 22.59 poles to a post at the southwest corner of said lot; thence north 51 deg. E. 19.76 poles to the center of the St. Paris Pike; thence with said pike southeasterly 29.30 poles, more or less, to the place of beginning, containing 2.41 acres, more or less.

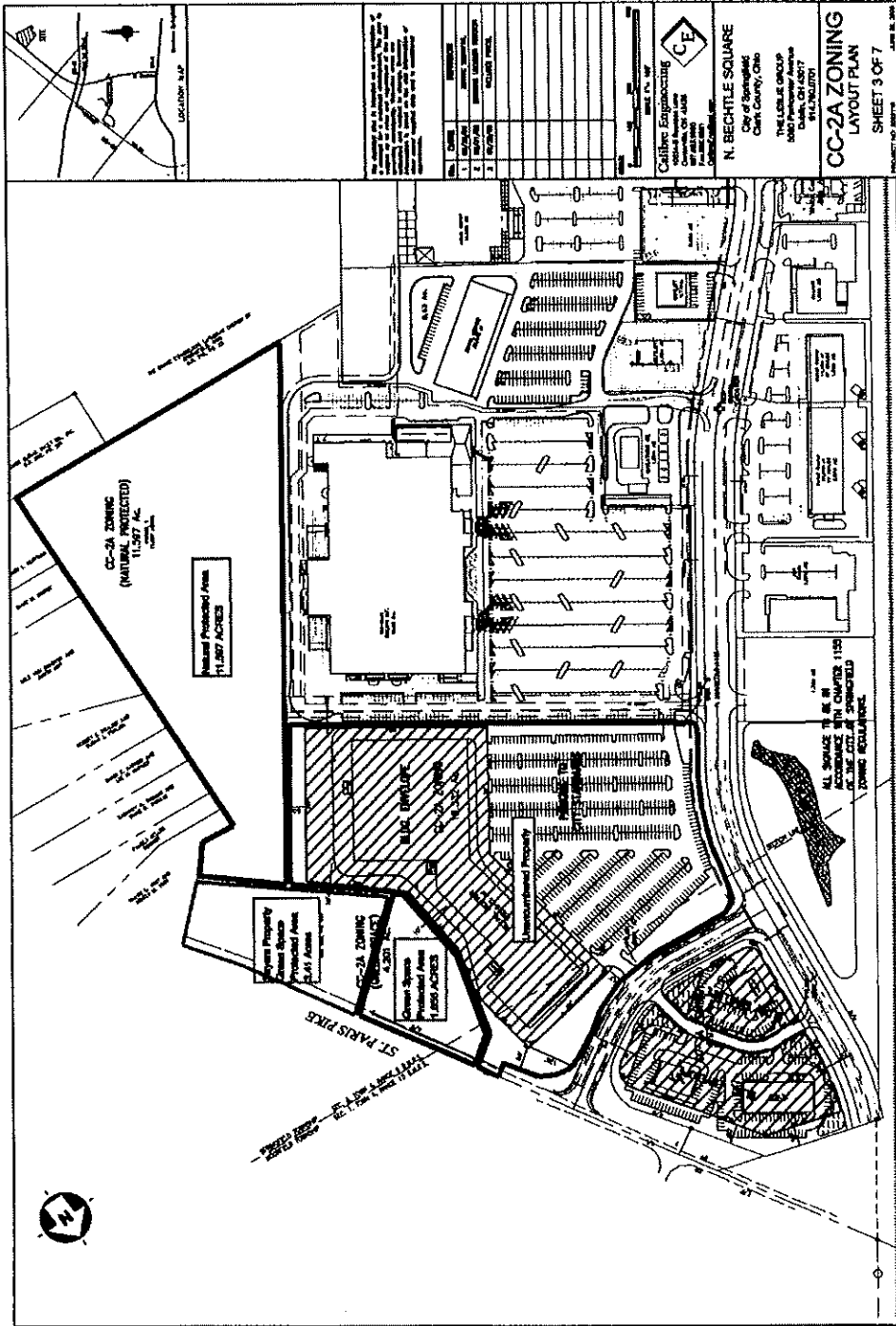
Second Tract: Being part of the northeast quarter of Section 6, Township 4, Range 9, M. R. S.

Beginning at a point at the end of the first course of the tract hereinbefore described, being south 53 deg. 10' W. 2.67 poles from the northeast corner of said tract, or residence yard lot; thence with said lot north 50 deg. 30' W. 9.21 poles to a concrete post, thence south 44 deg. 30' W. 8.06 poles to a post; thence south 50 deg. E. along a line in extension of that line of said residence lot 22.59 poles in length, 9.21 poles, more or less, to a point at which such extended line would intersect a line in extension of that line of said residence lot which is 2.67 poles in length; thence north 53 deg. 10' E. 8.06 poles, more or less, to the concrete post at the place of beginning, being a rectangular piece of ground squaring out of the residence lot hereinbefore described by the extension of the first and fourth courses thereof to their points of intersection, the said rectangular tract containing .50 acres, more or less.

EXCEPTING from the First Tract above described a certain strip of ground conveyed by J. K. Hewling to George M. Winwood, Jr., by deed dated December 10, 1924, and recorded in Vol. 239, Page 296, Deed Records, Clark County, Ohio, and being more particularly described as follows: Beginning at a point in the center of the St. Paris Pike at the northwest corner of said first tract; thence from said point south 51 deg. W. 19.76 poles to a point in the southwest corner of said tract; thence south 50 deg. E. 27' to a point; thence north 51 deg. E. parallel to the line first described and 27' distance therefrom 19.76 poles more or less to the center of the St. Paris Pike and thence with said Pike northwesterly 27' more or less to the place of beginning, the same being a strip 27' in width off of the west end of the above described first tract.

Exhibit C

Instrument Volume Page
 200600021964 OR 1793 1879



200600021964
 CITY OF SPRINGFIELD OHIO/LAW
 HOLD

Exhibit
2-C

GRANT OF EASEMENT AND IMPOSITION OF LAND USE COVENANTS
[Natural Area]

This grant of an easement and imposition of land use covenants is made by NORTH BECHTLE SQUARE I INVESTMENTS, LLC (hereinafter referred to as the "Grantor") to THE CITY OF SPRINGFIELD, OHIO, a municipal corporation organized under the laws of the State of Ohio, whose address is 76 East High Street, Springfield, Ohio 45502 (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property described in **Exhibit A** attached hereto and incorporated into and made a part of this easement and imposition of land use covenants document by reference and intends to acquire the real property described in **Exhibit B** (hereinafter referred to as the "Sayers Area") attached hereto and incorporated into and made a part of this easement and imposition of land use covenants document by reference; and

WHEREAS, Grantor intends by this document to convey to Grantee as a donation this easement and imposition of land use covenants over the approximately eleven and 597/1000 (11.597) acres of real property identified as Parcel One in **Exhibit A** (hereinafter referred to as the "Natural Protected Property"). Further, Grantor intends to retain, unencumbered by the easement and imposition of land use covenants conveyed herein, the approximately fifteen and 332/1000 (15.332) acres of Grantor's contiguous real property identified as Parcel Three in **Exhibit A** being known as the "Unencumbered Property," the Sayers Area and the approximately one and 656/1000 (1.656) acres of Grantor's contiguous real property identified as Parcel Two in

1 200600021965
Filed for Record in
CLARK COUNTY, OH
NANCY PENCE
10-18-2006 At 11:52 am.
EASEMENT RW 172.00
OR Volume 1793 Page 1880 - 1899

Exhibit A being known as the "Green Space Protected Property," the relationship of the Natural Protected Property to the Unencumbered Property, the Sayers Area and Green Space Protected Property to be one tax parcel and graphically depicted on the Exhibit C attached hereto and incorporated herewith; and

WHEREAS, it is the intent of the parties hereto that the Natural Protected Property continue in its natural state (after the completion of certain plantings and mounding mentioned herein) and be permitted to evolve into woodland in the normal course of nature and be permitted to exist as a natural habitat for plants and wildlife; and

WHEREAS, the Grantor and Grantee recognize the aforesaid scenic, natural and aesthetic value of the Natural Protected Property in its present state and as it will evolve in the course of nature, and by the conveyance and acceptance of this easement and imposition of land use covenants, join in the common purpose of conserving the aforesaid values of the Natural Protected Property and preventing the use or development of the Natural Protected Property for any purpose or in any manner which would conflict with the maintenance of the Natural Protected Property in its natural, scenic, open and, eventually, wooded condition and as a suitable habitat for wild flora and fauna of all types; and

WHEREAS, the Natural Protected Property will also serve as an appropriate buffer between commercial property uses generally west of the Natural Protected Property and residential property uses generally east of the Natural Protected Property; and

WHEREAS, the Grantor and the Grantee have the common purpose of conserving and protecting the Natural Protected Property in perpetuity as "a relatively natural habitat

of wildlife or plants, or similar ecosystem,” and “the preservation of open space,” as those phrases are used in the P.L. 96-541, 26 U.S.C. 170(h)(4)(ii)(iii) and (iv), as amended, and in regulations promulgated thereunder; and

WHEREAS, “natural scenic and open condition” and “natural values” as used herein shall, without limiting the generality of the terms, mean a condition that is no less natural than the condition of the Natural Protected Property at the time of this Grant, “natural” meaning that native plants and wildlife are permitted to carry out their lifecycles without human interference; and

WHEREAS, Grantee is willing to accept this easement and imposition of land use covenants, subject, nevertheless, to the reservations and to the terms, conditions and obligations set out herein and imposed hereby; and

WHEREAS, by accepting this grant Grantee agrees to honor the intentions of the parties stated herein and to preserve and protect the natural values of the Natural Protected Property for the benefit of this generation and generations to come.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants gives bargains donates and conveys unto the Grantee, its successors and assigns, forever in perpetuity, an easement and imposition of land use covenants of the nature and character, and to the extent hereinafter set forth, in, under, upon and over the Natural Protected Property, as the same is identified as Parcel One in the Exhibit A attached hereto.

The unencumbered area described in the Exhibit A shall remain unencumbered by this easement and imposition of land use covenants. The relationship of the Natural Protected Property and the Unencumbered Property is graphically depicted on Exhibit C.

Prior Deed Reference for the Natural Protected Property and the Unencumbered Property together is, Book 1712, Page 1460, Official Records of Clark County, Ohio.

This Grant is made for the purposes of preserving, protecting, and maintaining the Natural Protected Property as a scenic, natural, and wooded area, as habitat for plants, wildlife, and together with the right of visual access to and view of the Natural Protected Property in its natural, scenic and open condition and shall be subject to the terms, conditions, and restrictions as hereinafter set forth:

Prohibited Acts

1. No buildings or other structures or features of any kind whatsoever, including, but not limited to, billboards or advertising of any kind, camping accommodations, parking areas, fences, paved paths and mobile homes, shall be hereafter erected, constructed, placed, or maintained on the Natural Protected Property.

2. Within the area of Natural Protected Property, there shall be no dumping of soil, trash, ashes, demolition material, fill dirt (except as permitted in paragraph 10, below), litter, rubbish, garbage, waste, or other unsightly or offensive material, nor any placement of underground storage tanks, and no changing of its topography through the removing of soil or through the placing of soil or other substances or material such as land fill or dredging soils.

3. Within the area of Natural Protected Property, there shall be no fillings (except as permitted in paragraph 10, below), excavations, mining, drilling, construction of roads or other changes in the general topography of the land on the Natural Protected Property in any manner excepting those caused by the forces of nature. Without limiting the foregoing, there shall be no drilling for oil or gas or similar substances, nor shall the Natural Protected Property be used as part of any drilling unit for oil and gas production.

4. Within the area of Natural Protected Property, there shall be no removal or destruction of native growth in the open and wooded areas, use of fertilizers, spraying with herbicides, the grazing of domestic animals or the disturbance or change in the natural habitat except in accordance with good husbandry practices and enhancement of wildlife habitats. Planting of seeds and transplantings of native flora is permitted.

5. No utility lines or towers shall be erected, nor shall interests in the Natural Protected Property be granted for this purpose. It is the intent of this Grant to convey to the Grantee, its successors and assigns, such an interest in the Natural Protected Property as is sufficient to prohibit the exercise of the power of eminent domain by any public utility or other body or person other than Grantee.

6. Within the area of Natural Protected Property, there shall be no activities, actions, or uses detrimental or adverse to water conservation, erosion control, soil conservation, and fish and wildlife or habitat preservation on the Natural Protected Property.

7. Within the area of Natural Protected Property, there shall be no manipulation or alteration of natural water courses or activities or uses detrimental to water purity on the Natural Protected Property.

8. Within the area of Natural Protected Property, there shall be no operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicle on the Natural Protected Property; provided, however, that Grantee may operate vehicles on the Natural Protected Property when necessary to carry out its municipal functions.

9. Within the area of Natural Protected Property, there shall be no hunting or trapping, except to the extent specifically approved in advance by Grantee as necessary to keep the animal population within the numbers consistent with the ecological balance of the area and to prevent nuisance conditions.

Acts and Uses Permitted

10. Grantor shall be permitted to construct a dirt mound and plant thereon a staggered line of evergreen trees 6 feet in height and 15 feet on center along the eastern boundary of the Natural Protected Property running generally parallel with the western boundaries of the abutting residential properties fronting on Saint Paris Pike.

11. Except as otherwise herein provided, Grantor shall manage the Natural Protected Property in a manner consistent with its preservation as a natural, scenic, open and wooded area. Each and every other activity or construction that might endanger the natural or scenic state of the Natural Protected Property is forbidden. Without limiting the generality of the foregoing, it is Grantor's intent that this easement and imposition of land use covenants shall prohibit commercial recreational use of the Natural Protected Property within the meaning of Section 2031 (c) of the Internal Revenue Code and regulations promulgated thereunder.

12. Grantor expressly reserves for itself, its personal representatives, successors and assigns, all rights accruing from their ownership of the Natural Protected Property, the Green Space Protected Property, the Sayers Area and the Unencumbered Property, including the right to engage in or permit or invite others to engage in all uses of the Natural Protected Property, the Green Space Protected Property, the Sayers Area and the Unencumbered Property that are not expressly prohibited herein and are not inconsistent with the purpose of this easement and imposition of land use covenants. Nothing contained in this easement and imposition of land use covenants shall give or grant to the public a right to enter upon the Natural Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this easement and imposition of land use covenants. However, the owners, present and future, of property abutting the Natural Protected Property, the Sayers Area or the Green Space Protected Property are each third party beneficiaries under this easement and imposition of land use covenants and shall have the right to enforce the terms of this easement and imposition of land use covenants.

Other Conditions

13. The Grantee, or its duly authorized representatives, may enter the Natural Protected Property for the purposes of inspecting the Natural Protected Property in order to further the objectives and determine compliance with the terms of this easement and imposition of land use covenants; provided, that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Unencumbered Property. The Grantee may design and install minimal signage to mark the boundaries of Natural Protected Property.

14. In the event that a violation of these terms, conditions, or restrictions are found to exist, the Grantee, its successors or assigns, or one or more of the abutting property owners shall give written notice to the Grantor or the Grantor's personal representatives, heirs, successors or assigns of such violation; if Grantor fails to cure the violation within sixty (60) days after receipt of notice, Grantee or one or more of the abutting property owners (including owners of property abutting the Green Space Protected Property or the Sayers Area) may institute an action to enjoin by temporary, and/or permanent injunction such violation, to require the restoration of the Natural Protected Property to its prior condition, and/or to require the Grantor to pay damages for breach of covenants. Nothing herein shall be construed to entitle the Grantee or the abutting property owners (including owners of property abutting the Green Space Protected Property or the Sayers Area) to institute any enforcement proceedings against the Grantor for any changes to the Natural Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, floods, storm, or the unauthorized wrongful acts of third persons. Notwithstanding the foregoing, the Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms, conditions, and purposes of this easement and imposition of land use covenants by prior failure to act or to enforce its police power regulations against Grantor and its successors and assigns.

15. Grantor and the Grantor's personal representatives, heirs, successors and assigns shall pay all taxes validly assessed and levied against the Natural Protected Property, including any such taxes validly levied and assessed against the easement and imposition of land use covenants by competent authorities.

16. Grantor and the Grantor's personal representatives, heirs, successors and assigns agree that the terms, conditions, restrictions, and purpose of this easement and imposition of land use covenants shall be set forth, or specifically referenced in any subsequent deed, or other legal instrument, by which they divest themselves of either the fee simple title to, or of their possessory interest in, the Natural Protected Property.

17. This Grant may be amended only with the written consent of both the Grantee and the Grantor. Any such amendment shall be consistent with the purposes of this Grant and shall comply with Section 170(h) of the Internal Revenue Code and with Section 2031(c) of the Internal Revenue Code, or any regulations promulgated in accordance with such Sections.

18. The Grantee may transfer or assign its rights in the easement and imposition of land use covenants at its discretion to any governmental or charitable organization with a land stewardship mission similar to that of the Grantee, which is exempt from federal taxation under the Internal Revenue Code and which is authorized pursuant to Ohio law to hold easements and impositions of land use covenants. The selection of the transferee shall be made by the City Commission of the Grantee.

19. This easement and imposition of land use covenants constitutes a real property interest immediately vested in the Grantee, its successors and assigns.

20. If circumstances arise in the future which render the purposes of this easement and imposition of land use covenants impossible to accomplish, this easement and imposition of land use covenants may be terminated or extinguished, in whole or in part but only by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which the Grantee shall be entitled from any sale, exchange, or

involuntary conversion of all or any portion of the Natural Protected Property, pursuant to such proceedings, subsequent to such termination or extinguishment, shall be established, unless otherwise provided by Ohio law at the time, as provided on Paragraph 22 below with respect to the division of condemnation proceeds. The Grantee shall use any such proceeds in a manner consistent with the purposes of this easement and imposition of land use covenants.

21. If any provision of this easement and imposition of land use covenants or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this easement and imposition of land use covenants, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid as the case may be, shall not be affected thereby.

22. It is the intent of this Grant to convey to the Grantee, its successors and assigns such an interest in the Natural Protected Property as is sufficient to prohibit the exercise of the power of eminent domain by public utility and any other body or person other than Grantee. If ever all or part of the Natural Protected Property is taken in exercise of eminent domain by public, corporate, or other authorities so as to abrogate the restrictions imposed by this easement and imposition of land use covenants, the Grantor and the Grantee shall join in appropriate actions to recover the full value of the Natural Protected Property (or portion thereof) taken and all incidental or direct damages that result from such taking. Any expense incurred by the Grantor or the Grantee in any such action shall be first reimbursed out of the recovered proceeds. The remainder of such proceeds shall be divided between the Grantor and the Grantee in proportion to their interest in the Natural Protected Property, such proportion to be established by using the

relationship at the time of this Grant, of the fair market value of the Natural Protected Property unencumbered by this easement and imposition of land use covenants as compared to the fair market value of the Natural Protected Property as encumbered by this easement and imposition of land use covenants.

23. Grantor agrees that Grantor, and its heirs, personal representatives, successors, and assigns, shall give Grantee notice of the transfer of any interest in the Natural Protected Property at least 30 days prior to the transfer of any such interest, provided that the failure to notify Grantee shall not impair the validity of this easement and imposition of land use covenants or limit its enforceability in any way. Grantor shall not permit the parcel of real property comprised of the Natural Protected Property, the Green Space Protected Property, the Sayers Area and the Unencumbered Property to be further subdivided while this easement and imposition of land use covenants continues in effect; provided, however with Grantee's written consent (Grantee's discretion in granting such consent shall not be limited by any subdivision regulations) a subdivision may be permitted to allow the subdivided portion to be conveyed to a grantee approved by the Grantee.

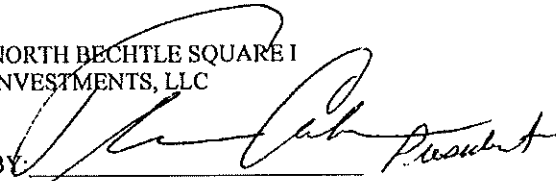
24. Grantee shall forthwith record this instrument in the official records of Clark County, Ohio.

TO HAVE AND TO HOLD, unto the Grantee, its successors and assigns, forever. The covenants, conditions, terms, restrictions, and purposes imposed as aforesaid stated shall be binding not only upon the Grantor and Grantee, but also upon their respective agents, personal representatives, heirs, and assigns, and all other successors to them in

interest, and shall continue as a servitude running in perpetuity with the Natural Protected Property.


The Grantor and Grantee have hereunto set their hands this 2 day of October, 2006.

NORTH BECHTLE SQUARE I
INVESTMENTS, LLC

BY: 
By its Member Leslie Development Company

THE CITY OF SPRINGFIELD, OHIO

BY: 
Its: _____

APPROVED AS TO FORM
AND CORRECTNESS

LAW DIRECTOR

TRANSFER
NOT NECESSARY
OCT 18 2006
GEORGE A. SODDERS
AUDITOR

STATE OF OHIO
COUNTY OF CLARK, SS:

*Thomas R
Akins*
BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named NORTH BECHTLE SQUARE I INVESTMENTS, LLC by RONALD L. LESLIE, its Member, who acknowledged that he did sign the foregoing instrument after being duly authorized to execute the same and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Springfield, Ohio, this 10 day of October, 2006.



VICTORIA J. MILLER
Notary Public, State of Ohio
My Commission Expires 02-28-07

[Signature]
NOTARY PUBLIC, STATE OF OHIO

STATE OF OHIO
COUNTY OF CLARK, SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named THE CITY OF SPRINGFIELD, OHIO by *Matthew J. Kridler* its *City Manager*, who acknowledged that he did sign the foregoing instrument after being duly authorized to execute the same and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Springfield, Ohio, this 13 day of October, 2006.

[Signature]
NOTARY PUBLIC, STATE OF OHIO

This instrument prepared by:
James F. Peifer, Attorney at Law,
P O Box 1087, 20 South Limestone Street,
Suite 300, The Edison Center,
Springfield, Ohio 45502
(937) 325-7365



ANDREW JAY BURKHOLDER, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 R.C.

PARCEL ONE

Beginning at an iron pin set at the east corner of Lot 18973 as established by North Bechtle Square Section Four as recorded in Plat Book 18, Page 69;

thence over said North Bechtle Square land, North thirty-six degrees zero minutes four seconds East (N36°00'04"E) for four hundred nine and 48/100 feet (409.48') to a point in the south line of a tract of land conveyed to John P. Sayers II and Nancy A. Sayers as recorded in Deed Book 822, Page 603;

thence along the south line of said Sayers land, South forty-eight degrees twenty minutes fourteen seconds East (S48°20'14"E) for two hundred twenty-six and 95/100 feet (226.95') to a point in the west line of a tract of land conveyed to Thomas W. and Ellen J. Tarpay as recorded in Deed Book 776, Page 574;

thence along the lines of said Tarpay land for the following two (2) courses:

1. South forty-seven degrees fourteen minutes six seconds West (S47°14'06"W) for ninety three and 18/100 feet (93.18');
2. North eighty-four degrees thirty-four minutes forty-five seconds West (N84°34'45"W) for eighty and 97/100 feet (80.97') to a 1/2" iron pin found;

thence in part along a west line of said Tarpay land and in part along the west line of tracts of land conveyed to Pamela Keller Reisner as recorded in Official Record 202, Page 286, Maribeth Sheehan as recorded in Deed Book 874, Page 236, Norman D. and Dalee J. Filburn as recorded in Deed Book 859, Page 327, Robert E. Fralick and Susan Lee Siefert as recorded in Deed Book 789, Page 447, Judith Opal Hoy as recorded in Deed Book 835, Page 161, Diane M. Massie as recorded in Official Record 948, Page 301, and James L. Huffman as recorded in Official Record 554, Page 78, South three degrees thirty minutes twenty-nine seconds West (S03°30'29"W) for nine hundred ninety-seven and 21/100 feet (997.21') to a 3/4" iron pipe and cap found at the southwest corner of said Huffman land and being in the north line of a tract of land conveyed to Neher Burial Vault Company as recorded in Deed Book 802, Page 261;

thence in part along the north line of said Neher Vault land and in part along the north line of a tract of land conveyed to The Grace Evangelical Church of Springfield, Ohio as recorded in Official Record 742, Page 22, North eighty-four degrees thirty-seven minutes fifty-two seconds West (N84°37'52"W) for seven hundred eighty-two and 94/100 feet (782.94') to an iron pin set at a southerly corner of said Lot 18973;

thence along an east line of said Lot 18973, North thirty-six degrees zero minutes four seconds East (N36°00'04"E) for nine hundred eighty-five and 53/100 feet (985.53') to the **POINT OF BEGINNING**, containing eleven and 597/1000 (11.597) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

PARCEL TWO

Commencing for reference at an iron pin set at the east corner of Lot 18973 as established by North Bechtle Square Section Four as recorded in Plat Book 18, Page 69;

thence over said North Bechtle Square land, North thirty-six degrees zero minutes four seconds East (N36°00'04"E) for four hundred nine and 48/100 feet (409.48') to a point in the south line of a tract of land conveyed to John P. Sayers II and Nancy A. Sayers as recorded in Deed Book 822, Page 603;

thence along the south line of said Sayers land, North forty-eight degrees twenty minutes fourteen seconds West (N48°20'14"W) for two hundred seventy-one and 09/100 feet (271.09') to the **TRUE POINT OF BEGINNING** of the herein described portion of The Conservation Easement;

thence over said North Bechtle Square I Investments land for the following four (4) courses:

1. North forty-eight degrees twenty minutes fourteen seconds West (N48°20'14"W) for twenty-nine and 40/100 feet (29.40');
2. North three degrees fifty-seven minutes twenty seconds West (N03°57'20"W) for two hundred five and 31/100 feet (205.31');
3. North sixteen degrees fifty-three minutes thirteen seconds East (N16°53'13"E) for two hundred fourteen and 27/100 feet (214.27');
4. North fifty-six degrees thirty-eight minutes twenty-eight seconds East (N56°38'28"E) for sixty-six and 20/100 feet (66.20') to a point in the southeast right-of-way line of Saint Paris Pike;

thence along the southeast right-of-way line of said Saint Paris Pike, South twenty-nine degrees forty-two minutes twenty-four seconds East (S29°42'24"E) for three hundred seventeen and 86/100 feet (317.86') to a point in the west line of said Sayers land;

thence along the west line of said Sayers land, South fifty-one degrees thirty-three minutes two seconds West (S51°33'02"W) for three hundred five and 08/100 feet (305.08') to the **TRUE POINT OF BEGINNING** containing one and 656/1000 (1.656) acres, more or less.

This description is based on record information, with bearings are based upon said North Bechtle Square Section Four.

HORIZON SURVEYING, INC.

Paul F. MacCallum
Professional Surveyor No. 7561

Parcel Three

**DESCRIPTION OF
PARCEL
CONTAINING 15.332 ACRES
AUGUST 29, 2005**

Situate in Section 1, Township 4, Range 10 B.M.Rs., and Section 6, Township 4, Range 9 B.M.Rs., City of Springfield, County of Clark, State of Ohio, and being part of a tract of land conveyed to North Bechtle Square I Investments, LLC as recorded in Official Record 1712, Page 1460, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Clark County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at an iron pin found at the north corner of Lot 18973 as established by North Bechtle Square Section Four as recorded in Plat Book 18, Page 69, said corner being in the southeast right-of-way line of Bechtle Avenue as established by Official Record 1430, Page 2061;

thence along the southeasterly right-of-way line of said Bechtle Avenue for the following three (3) courses:

1. North thirty-six degrees zero minutes one second East (N36°00'01"E) for one hundred one and 19/100 feet (101.19') to an iron pin to be set by Woolpert at the point of curvature;
2. on a curve to the left with a radius of seven hundred four and 82/100 feet (704.82') for an arc distance of three hundred forty-one and 03/100 feet (341.03'), [chord bearing North twenty-two degrees eight minutes twenty seconds East (N22°08'20"E) for three hundred thirty-seven and 71/100 feet (337.71'), delta angle of said curve being twenty-seven degrees forty-three minutes twenty-two seconds (27°43'22")] to an iron pin to be set by Woolpert at a point of reverse curvature;
3. on a curve to the right with a radius of fifty and 00/100 feet (50.00') for an arc distance of seventy-seven and 36/100 feet (77.36'), [chord bearing North fifty-two degrees thirty-six minutes zero seconds East (N52°36'00"E) for sixty-nine and 87/100 feet (69.87'), delta angle of said curve being eighty-eight degrees thirty-eight minutes forty-seven seconds (88°38'47")] to an iron pin to be set by Woolpert at a point of tangency in the south right-of-way line of the Saint Paris Pike Connector;

thence along the south right-of-way line of said Saint Paris Pike Connector for the following four (4) courses:

1. South eighty-three degrees four minutes thirty-seven seconds East (S83°04'37"E) for one hundred fifty-nine and 88/100 feet (159.88') to an iron pin to be set by Woolpert at a point of curvature;
2. on a curve to the left with a radius of four hundred forty and 00/100 feet (440.00') for an arc distance of two hundred seventy-seven and 81/100 feet (277.81'), [chord bearing North seventy-eight degrees fifty minutes eleven seconds East (N78°50'11"E) for two hundred seventy-three and 22/100 feet (273.22'), delta angle of said curve being thirty-six degrees ten minutes thirty-two seconds (36°10'32")] to an iron pin to be set by Woolpert at a point tangency;

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Bechtle Avenue
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3. North sixty degrees forty-four minutes fifty-five seconds East (N60°44'55"E) for eighty-two and 31/100 feet (82.31') to an iron pin to be set by Woolpert at a point of curvature;
4. on a curve to the right with a radius of one hundred and 00/100 feet (100.00') for an arc distance of one hundred forty-eight and 32/100 feet (148.32'), [chord bearing South seventy-six degrees forty-five minutes thirty-seven seconds East (S76°45'37"E) for one hundred thirty-five and 09/100 feet (135.09'), delta angle of said curve being eighty-four degrees fifty-eight minutes fifty-five seconds (84°58'55")] to an iron pin to be set by Woolpert at a point on the southwesterly right-of-way line of Saint Paris Pike as conveyed to the State of Ohio as recorded in Deed Book 621, Page 13;

thence along the lines of said State of Ohio land for the following two (2) courses:

1. South thirty-four degrees sixteen minutes thirteen seconds East (S34°16'13"E) for seventy-seven and 88/100 feet (77.88') to a found reference monument;
2. North sixty degrees seventeen minutes thirty-six seconds East (N60°17'36"E) for fifteen and 00/100 feet (15.00') to a point in the southeast right-of-way line of said Saint Paris Pike;

thence along the southeast right-of-way of said Saint Paris Pike, South twenty-nine degrees forty-two minutes twenty-four seconds East (S29°42'24"E) for sixty-seven and 02/100 feet (67.02');

thence over said North Bechtle Square I Investments land for the following three (3) courses:

1. South fifty-six degrees thirty-eight minutes twenty-eight seconds West (S56°38'28"W) for sixty-six and 20/100 feet (66.20');
2. South sixteen degrees fifty-three minutes thirteen seconds West (S16°53'13"W) for two hundred fourteen and 27/100 feet (214.27');
3. South three degrees fifty-seven minutes twenty seconds East (S03°57'20"E) for two hundred five and 31/100 feet (205.31');

thence in part over said North Bechtle Square I Investments land and in part along the southeast line of a tract of land conveyed to John P. Sayers II and Nancy A. Sayers as recorded in Deed Book 822, Page 603, South forty-eight degrees twenty minutes fourteen seconds East (S48°20'14"E) for three hundred and 49/100 feet (300.49');

thence over said North Bechtle Square I Investments land, South thirty-six degrees zero minutes four seconds West (S36°00'04"W) for four hundred nine and 48/100 feet (409.48') to the easterly corner of said Lot 18973;

thence along the northeasterly line of said Lot 18973, North fifty-three degrees fifty-nine minutes fifty-nine seconds West (N53°59'59"W) for one thousand forty-one and 83/100 feet (1041.83') to the **TRUE POINT OF BEGINNING**, containing fifteen and 332/1000 (15.332) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

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This description was prepared from record information and is not to be used for conveyance of real property. It is for zoning purposes only. Bearings are based upon said North Bechtle Square Section Four.

HORIZON SURVEYING, INC.

Paul F. MacCallum
Professional Surveyor No. 7561

Exhibit B

Situated in the County of Clark, in the State of Ohio and in the City of Springfield and bounded and described as follows:

First Tract: Being part of the northeast quarter of Section 6, Township 4, Range 9, M. R. S.

Beginning in the center of the St. Paris Pike at the northeast corner of what was formerly the residence yard lot of George M. Winwood, and south 35 deg. 30' E. 40 feet from the center of the Humphreys Road; thence with said lot line south 53 deg. 10' W. 2.67 poles to a concrete post; thence with said lot north 50 deg. 30' W. 9.21 poles to a post; thence south 44 deg. 30' W. 8.06 poles to a post; thence north 50 deg. W. 22.59 poles to a post at the southwest corner of said lot; thence north 51 deg. E. 19.76 poles to the center of the St. Paris Pike; thence with said pike southeasterly 29.30 poles, more or less, to the place of beginning, containing 2.41 acres, more or less.

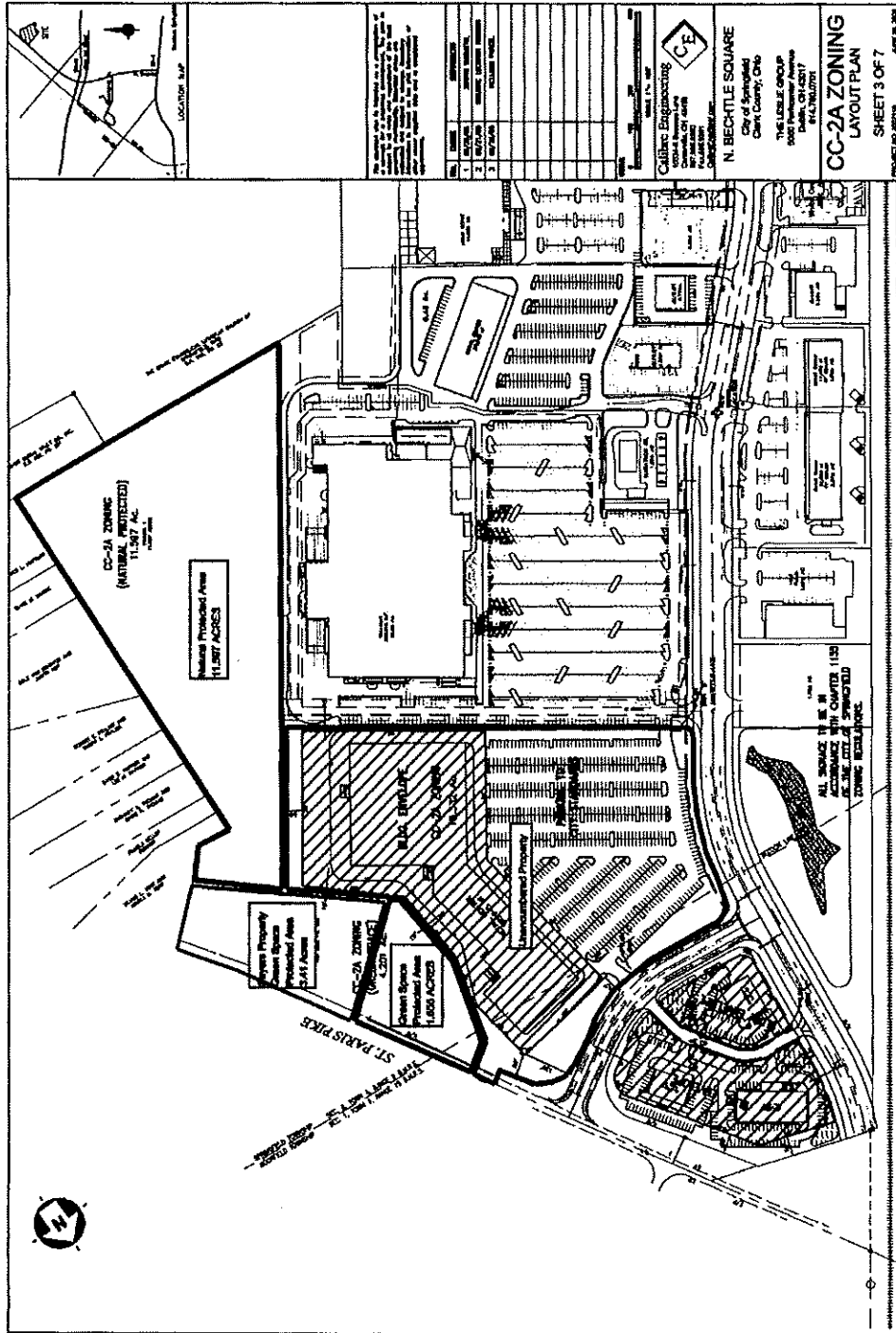
Second Tract: Being part of the northeast quarter of Section 6, Township 4, Range 9, M. R. S.

Beginning at a point at the end of the first course of the tract hereinbefore described, being south 53 deg. 10' W. 2.67 poles from the northeast corner of said tract, or residence yard lot; thence with said lot north 50 deg. 30' W. 9.21 poles to a concrete post, thence south 44 deg. 30' W. 8.06 poles to a post; thence south 50 deg. E. along a line in extension of that line of said residence lot 22.59 poles in length, 9.21 poles, more or less, to a point at which such extended line would intersect a line in extension of that line of said residence lot which is 2.67 poles in length; thence north 53 deg. 10' E. 8.06 poles, more or less, to the concrete post at the place of beginning, being a rectangular piece of ground squaring out of the residence lot hereinbefore described by the extension of the first and fourth courses thereof to their points of intersection, the said rectangular tract containing .50 acres, more or less.

EXCEPTING from the First Tract above described a certain strip of ground conveyed by J. K. Hewling to George M. Winwood, Jr., by deed dated December 10, 1924, and recorded in Vol. 239, Page 296, Deed Records, Clark County, Ohio, and being more particularly described as follows: Beginning at a point in the center of the St. Paris Pike at the northwest corner of said first tract; thence from said point south 51 deg. W. 19.76 poles to a point in the southwest corner of said tract; thence south 50 deg. E. 27' to a point; thence north 51 deg. E. parallel to the line first described and 27' distance therefrom 19.76 poles more or less to the center of the St. Paris Pike and thence with said Pike northwesterly 27' more or less to the place of beginning, the same being a strip 27' in width off of the west end of the above described first tract.

Exhibit C

Instrument Volume Page
 200600021965 OR 1793 1899



200600021965
 CITY OF SPRINGFIELD OHIO/LAW
 HOLD

Exhibit 3

Article XII, Section 2a | Authority to classify real estate for taxation,
two classes; procedures

Ohio Constitution / Article XII Finance and Taxation

Effective: 1980

(A) Except as expressly authorized in this section, land and improvements thereon shall, in all other respects, be taxed as provided in section 36, Article II and Section 2 of this article.

(B) This section does not apply to any of the following:

(1) Taxes levied at whatever rate is required to produce a specified amount of tax money or an amount to pay debt charges;

(2) Taxes levied within the one per cent limitation imposed by section 2 of this article;

(3) Taxes provided for by the charter of a municipal corporation.

(C) Notwithstanding Section 2 of this article, laws may be passed that provide all of the following:

(1) Land and improvements thereon in each taxing district shall be placed into one of two classes solely for the purpose of separately reducing the taxes charged against all land and improvements in each of the two classes as provided in division(C)(2) of this section.

The classes shall be:

(a) Residential and agricultural land and improvements;

(b) All other land and improvements.

(2) With respect to each voted tax authorized to be levied by each taxing district, the amount of taxes imposed by such tax against all land and improvements thereon in each class shall be reduced in order that the amount charged for collection against all land and improvements in that class in the current year, exclusive of land and improvements not taxed by the district in both the preceding year and in the current year and those not taxed in that class in the preceding year, equals the amount charged for collection against such land and improvements in the preceding year.

(D) Laws may be passed to provide that the reductions made under this section in the amounts of taxes charged for the current expenses of cities, townships, school districts, counties, or other taxing districts are subject to the limitation that the sum of the amounts of all taxes charged for current expenses against the land and improvements thereon in each of the two classes of property subject to taxation in cities, townships, school districts, counties, or other types of taxing districts, shall not be less than a uniform per cent of the taxable value of the property in the districts to which the limitation applies. Different but uniform percentage limitations may be established for cities, townships, school districts, counties, and other types of taxing districts.

Exhibit 4

5703-25-10 Classification of real property and coding of records.

(A) As required by section 5713.041 of the Revised Code, the county auditor shall classify each parcel of taxable real property in the county into one of the two following classifications, which are:

- (1) Residential and agricultural land and improvements;
- (2) All other taxable land and improvements, including commercial, industrial, mineral and public utility land and improvements.

(B) Each separate parcel of real property with improvements shall be classified according to its principal and current use, and each vacant parcel of land shall be classified in accordance with its location and its highest and best probable legal use. In the case where a single parcel has multiple uses the principal use shall be the use to which the greatest percentage of the value of the parcel is devoted. The following definitions shall be used by the county auditor to determine the proper classification of each such parcel of real property:

- (1) "Agricultural land and improvements" - The land and improvements to land used for agricultural purposes, including, but not limited to, general crop farming, dairying, animal and poultry husbandry, market and vegetable gardening, floriculture, nurseries, fruit and nut orchards, vineyards and forestry.
- (2) "Mineral land and improvement" - Land, and the buildings and improvements thereon, used for mining coal and other minerals as well as the production of oil and gas including the rights to mine and produce such minerals whether separated from the fee or not.
- (3) "Industrial land and improvements" - The land and improvements to land used for manufacturing, processing, or refining foods and materials, and warehouses used in connection therewith.
- (4) "Commercial land and improvements" - The land and improvements to land which are owned or occupied for general commercial and income producing purposes and where production of income is a factor to be considered in arriving at true value, including, but not limited to, apartment houses, hotels, motels, theaters, office buildings, warehouses, retail and wholesale stores, bank buildings, commercial garages, commercial parking lots, and shopping centers.
- (5) "Residential land and improvements" - The land and improvements to the land used and occupied by one, two, or three families.

(C) Each property record of taxable real property shall be coded in accordance with the code groups provided for in this paragraph. Each property record of exempt property shall also be coded in accordance with the code groups for exempt property. The county auditor shall annually furnish to the tax commissioner an abstract of taxable values in which is set out in separate columns the aggregate taxable values of land and improvements in each taxing district for each of the major code groups provided for in this paragraph, and an abstract of exempt values in which is set out in separate columns the aggregate exempt values of land and improvements in each taxing district for each of the major exempt code groups provided for in this paragraph.

Major Use and Codes	
Code No. Group	Use
100 to 199 Incl.	Taxable agricultural real property
200 to 299 Incl.	Taxable mineral lands and rights
300 to 399 Incl.	Taxable industrial real property

400 to 499 Incl.	Taxable commercial real property
500 to 599 Incl.	Taxable residential real property
600 to 699 Incl.	Exempt real property
700 to 799 Incl.	Special tax abatements for improvements
800 to 899	Public Utilities

The first digit identifies the major use and the last two digits the sub-use or group. Parcels, other than exempt property, that are vacant (no structures or improvements present) shall be coded 100, 200, 300, 400 or 500 depending on the respective class unless part of an existing unit. Certain numbers are left blank to provide for future expansion.

Use	
100	Agricultural vacant land
101	Cash - grain or general farm
102	Livestock farms other than dairy and poultry
103	Dairy farms
104	Poultry farms
105	Fruit and nut farms
106	Vegetable farms
107	Tobacco farms
108	Nurseries
109	Green houses, vegetables and floraculture
110	Agricultural vacant land "qualified for current agricultural use value"
111	Cash - grain or general farm "qualified for current agricultural use value"
112	Livestock farms other than dairy and poultry "qualified for current agricultural use value"
113	Dairy farms "qualified for current agricultural use value"
114	Poultry farms "qualified for current agricultural use value"
115	Fruit and nut farms "qualified for current agricultural use value"
116	Vegetable farms "qualified for current agricultural use value"
117	Tobacco farms "qualified for current agricultural use value"
120	Timber or forest lands not qualified for the Current Agricultural Use Value program pursuant to section <u>5713.31</u> of the Revised Code or the Forest Land Tax program pursuant to section <u>5713.23</u> of the Revised Code
121	Timber land taxed at its "current agricultural use value" as land used for the growth of noncommercial timber pursuant to section <u>5713.30(A)(1)</u> of the Revised Code
122	Timber land taxed at its "current agricultural use value" as land used for the commercial growth of timber

123	Forest land qualified for and taxed under the Forest Land Tax program in compliance with the program requirements in place prior to November 7, 1994
124	Forest land qualified for and taxed under the Forest Land Tax program in compliance with the program requirements in place on or after November 7, 1994
190	Other agricultural use
199	Other agricultural use "qualified for current use value"
210	Coal lands - surface and rights
220	Coal rights - working interest
230	Coal rights - separate royalty interest
240	Oil and gas rights - working interest
250	Oil and gas rights - separate royalty interest
260	Other minerals
300	Industrial - vacant land
310	Food and drink processing plants and storage
320	Foundries and heavy manufacturing plants
330	Manufacturing and assembly, medium
340	Manufacturing and assembly, light
350	Industrial warehouses
360	Industrial truck terminals
370	Small shops (machine, tool & die, etc.)
380	Mines and quarries
390	Grain elevators
399	Other industrial structures
400	Commercial - vacant land
401	Apartments - 4 to 19 rental units
402	Apartments - 20 to 39 rental units
403	Apartments - 40 or more rental units
410	Motels and tourist cabins
411	Hotels
412	Nursing homes and private hospitals
415	Trailer or mobile home park
416	Commercial camp grounds
419	Other commercial housing
420	Small (under 10,000 sq. ft.) detached retail stores
421	Supermarkets
422	Discount stores and junior department stores
424	Full line department stores

425	Neighborhood shopping center
426	Community shopping center
427	Regional shopping center
429	Other retail structures
430	Restaurant, cafeteria and/or bar
435	Drive-in restaurant or food service facility
439	Other food service structures
440	Dry cleaning plants and laundries
441	Funeral homes
442	Medical clinics and offices
444	Full service banks
445	Savings and loans
447	Office buildings - 1 and 2 stories
448	Office buildings - 3 or more stories - walk up
449	Office buildings - 3 or more stories - elevator
450	Condominium office units
452	Automotive service station
453	Car washes
454	Automobile car sales and services
455	Commercial garages
456	Parking garage, structures and lots
460	Theaters
461	Drive-in theaters
462	Golf driving ranges and miniature golf courses
463	Golf courses
464	Bowling alleys
465	Lodge halls and amusement parks
480	Commercial warehouses
482	Commercial truck terminals
490	Marine service facilities
496	Marina (small boat)
499	Other commercial structures
500	Residential vacant land
510	Single family dwelling
520	Two family dwelling
530	Three family dwelling

550	Condominium residential unit
560	House trailers or mobile homes affixed to real estate
599	Other residential structures

In the residential coding the third or last digit indicates the size of tract used for residential property.

0	Platted Lot	
1	Unplatted	-0 to 9.99 acres
2	"	10 to 19.99 acres
3	"	20 to 29.99 acres
4	"	30 to 39.99 acres
5	"	40 or more acres

600	Exempt property owned by United States of America
610	Exempt property owned by state of Ohio
620	Exempt property owned by counties
630	Exempt property owned by townships
640	Exempt property owned by municipalities
645	Exempt property owned or acquired by metropolitan housing authorities
650	Exempt property owned by board of education
660	Exempt property owned by park districts (public)
670	Exempt property owned by colleges, academies (private)
680	Charitable exemptions - hospitals - homes for aged, etc.
685	Churches, etc., public worship
690	Graveyards, monuments, and cemeteries
700	Community urban redevelopment corporation tax abatements (R.C. <u>1728.10</u>)
710	Community reinvestment area tax abatements
720	Municipal improvement tax abatements (R.C. <u>5709.41</u>)
730	Municipal urban redevelopment tax abatements (R.C. <u>725.02</u>)
740	Other tax abatements (R.C. <u>165.01</u> and <u>303.52</u>)
800	Agricultural land and improvements owned by a public utility other than a railroad
810	Mineral land and improvements owned by a public utility other than a railroad
820	Industrial land and improvements owned by a public utility other than a railroad
830	Commercial land and improvements (including all residential property) owned by a public utility other than a railroad
840	Railroad real property used in operations
850	Railroad real property not used in operations
860	Railroad personal property used in operations

870	Railroad personal property not used in operations
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880	Public Utility personal property other than rail-roads
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(D) The coding system provided in this rule shall be effective for tax year 1985.

(E) Nothing contained in this rule however, shall cause the valuation of any parcel of real property to be other than its true value in money or be construed as an authorization for any parcel of real property in any class in any county to be valued for tax purposes at any other value than its "taxable value" as set out in rule 5703-25-05 of the Administrative Code.

Effective: 10/3/2016

Five Year Review (FYR) Dates: 07/14/2016 and 10/03/2021

Promulgated Under: 119.03

Statutory Authority: 5703.05

Rule Amplifies: 5713.041

Prior Effective Dates: 12/28/1973, 11/1/1977, 10/20/1981, 9/14/1984 (Emer.), 12/11/1984, 9/18/03, 12/15/05

Exhibit 5

5713.041 Classifying property for purposes of tax reduction.

Each separate parcel of real property shall be classified by the county auditor according to its principal, current use. Vacant lots and tracts of land upon which there are no structures or improvements shall be classified in accordance with their location and their highest and best probable legal use. In the case of lands containing or producing minerals, the minerals or any rights to the minerals that are listed and taxed separately from such lands shall be separately classified if the lands are also used for agricultural purposes, whether or not the fee of the soil and the right to the minerals are owned by and assessed for taxation against the same person. For purposes of this section, lands and improvements thereon used for residential or agricultural purposes shall be classified as residential/agricultural real property, and all other lands and improvements thereon and minerals or rights to minerals shall be classified as nonresidential/agricultural real property. Each year the auditor shall reclassify each parcel of real property whose principal, current use has changed from the preceding year to a use appropriate to classification in the other class. Except as otherwise provided in division (B) of section 5709.40, division (B) of section 5709.41, division (A)(2) of section 5709.73, or division (D) of section 5709.77 of the Revised Code, the classification required by this section is solely for the purpose of making the reductions in taxes required by section 319.301 of the Revised Code, and this section shall not apply for purposes of classifying real property for any other purpose authorized or required by law or by rule of the tax commissioner.

The commissioner shall adopt rules governing the classification of property under this section, and no property shall be so classified except in accordance with such rules.

Amended by 129th General Assembly File No. 141, HB 509, §1, eff. 9/28/2012.

Effective Date: 09-27-1983 .

Related Legislative Provision: See 129th General Assembly File No. 141, HB 509, §6 .