

GAND LAW OFFICES

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CERTIFICATE

This is to certify that I have examined the records of Clinton County, Ohio, concerning the title to the following described real estate:

Situated in Union Township, Clinton County, Ohio, Virginia Military Survey Number 1162, and being part of the remaining part of an original 266.282 acre tract as conveyed by deed to Great Oaks Joint Vocational School District as recorded in Volume 239, Page 482 of the Clinton County Deed Records and being more particularly described as follows:

Commencing for reference at a railroad spike found at the intersection of Airport Road and Old State Route 73; Thence with the centerline of Old State Route 73 S 48° 22' 32" E. 35.23' to a railroad spike found at the corner of Airline Professional Association Teamster 1224's 1.000 acre tract (Official Record 328, Page 711);

Thence, with the line of said 1.000 acre tract S. 48° 01' 16" W. 19.24' to a 1/2" iron pin found at the corner of Wilmington Air Park LLC's 1105.622 acre tract (Official Record 516, Page 611);

Thence, with the line of said 1105.622 acre tract N. 48° 25' 35" W. 47.65' to a mag nail set marking the True Point of Beginning for this tract herein described;

Thence, by new division line through the grantor's lands S. 48° 20' 39" W. 520.33' to a mag nail set;

Thence, N. 42° 47' 33" W. 419.12' to an iron pin set in the line of said Wilmington Air Park LLC's 1105.622 acre tract;

Thence, with the line of said 1105.622 acre tract N. 38° 12' 31" E. 476.38' to a 3/4" iron pipe found;

Thence, continuing with the line of said 1105.622 acre tract S. 48° 25' 35" E. 506.40' to the True Point of Beginning containing 5.267 acres of land, more or less, subject to all legal highways, easements, conditions and restrictions of record.

This description is based upon a field survey conducted under the direction of R. Douglas Sutton, Ohio Professional Surveyor No. 7124 by CLINCO & SUTTON SURVEYORS in May, 2005.

Iron pins referred to as set are 5/8" diameter steel and 30" in length with a yellow cap stamped "CLINCO & SUTTON."

Bearings are based upon an assumed azimuth and are for angular measurement purposes only.

Recorded in Volume 35, Plat No. 98, of the Clinton County Engineers Record of Land Division.

**AND ALSO, A NON-EXCLUSIVE ACCESS EASEMENT**

Situated in Union Township, Clinton County, Ohio, Virginia Military Survey Number 1162 and being part of the remaining part of an original 266.282 acre tract as conveyed by deed to Great Oaks Joint Vocational School District as recorded in Volume 239, Page 482 of the Clinton County Deed Records and being more particularly described as follows:

Commencing for reference at a railroad spike found at the intersection of Airport Road and Old State Route 73;

Thence, with the centerline of Old State Route 73 S. 48° 22' 32" E. 35.23' to a railroad spike found at the corner of Airline Professional Association Teamster 1224's 1.000 acre tract (Official Record 328, Page 711).

Thence, with the line of said 1.000 acre tract S. 48° 01' 16" W. 19.24' to a 1/2" iron pin found at the corner of Wilmington Air Park LLC's 1105.622 acre tract (Official Record 516, Page 611);

Thence, with the line of said 1105.622 acre tract N. 48° 25' 35" W. 22.47' to the True Point of Beginning for this easement herein described;

Thence with the lines of said access easement along the following courses:

S. 48° 20' 39" W. 547.81'; thence

N. 42° 47' 33" W. 246.53'; thence  
N. 47° 12' 27" E. 25.00 to the line of the 5.267 acre tract of which this is apart;  
Thence, with the line of the 5.267 acre tract S. 42° 47' 33" E. 222.02' to a mag nail set;  
Thence, continuing with the line of said 5.267 acre tract N. 48° 20' 39" E. 520.33' to a mag nail set in the  
line of said 1105.622 acre tract;  
Thence, with the line of said 1105.622 acre tract S. 48° 25' 35" E. 25.18' to the True Point of Beginning and  
there terminating. Being a 25' wide easement for ingress and egress to the 5.267 acre tract.  
Being subject to all legal highways, easements, conditions and restrictions of record.  
This description is based upon a field survey conducted under the direction of R. Douglas Sutton, Ohio  
Professional Surveyor No. 7124 by CLINCO & SUTTON SURVEYORS in May, 2005.  
Iron pins referred to as set are 5/8" diameter steel and 30" in length with a yellow cap stamped "CLINCO &  
SUTTON."  
Bearings are based upon an assumed azimuth and are for angular measurement purposes only.  
Recorded in Volume 35, Plat No. 98, of the Clinton County Engineers Record of Land Division.

for a period of time **BEGINNING JANUARY 23, 1930 AT 3:20 P.M., AND ENDING FEBRUARY 7, 2006, AT 8:00 A.M.**, and from said examination, at the date and hour last mentioned, by virtue of a certain warranty deed from Fred Stoltz, widower and now unmarried, as Grantor, to Cora Stoltz Martin and Viola Stoltz, as Grantees, filed January 22, 1930, and found of record in Deed Book Volume 106 at Page 103 in the Office of the Recorder of Clinton County, Ohio and by virtue of a Decree on Declaration of Taking in which the United States of America took the subject real property from C.C. Martin, et al, filed August 7, 1943 and recorded the same day in Deed Book Volume 119 at Page 488 in the Office of the Recorder of Clinton County, Ohio and by virtue of a certain quit claim deed from the United States of America, as Grantor, to the Great Oaks Joint Vocational School District, a political subdivision of the State of Ohio, as Grantee, dated June 14, 1972 and found of record in Deed Book Volume 239 at Page 472 in the Office of the Recorder of Clinton County, Ohio and by virtue of a certain corrected quit claim deed from the United States of America to the Great Oaks Joint Vocational School District, a political subdivision of the State of Ohio, dated October 4, 1972 and found of record in Deed Book Volume 239 at Page 482 in the Office of the Recorder of Clinton County, Ohio. I found title to the aforementioned real property to be vested in the said **GREAT OAKS JOINT VOCATIONAL SCHOOL DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF OHIO, IN FEE SIMPLE**, and the said property being unencumbered except for:

1. A certain Right-of-Way Easement from the Secretary of the Air Force to the Dayton Power and Light Company. Said easement is for a right-of-way for installation, operation and maintenance of the Grantee's underground water pipeline, together with the appurtenant facilities, over, across, under and upon land owned in fee by the United States, constituting a portion of the Clinton County Air Force Base, dated August 27, 1959 and found of record in Deed Book Volume 172 at Page 416 in the Office of the Recorder of Clinton County, Ohio.

**NOTE:** Said Right-of-Way and Easement was assigned by the Dayton Power and Light Company on October 16, 1959, to John C. Donnelly, Helmer Hansen, Kenneth D. Knoblock and Frank A O'Neil. Said Agreement was then assigned by said individuals to the Ohio Water Company, now known as Clinton County Water Company, an Ohio

corporation. Said Assignment is found in Deed Book Volume 173 at Page 459 in the Office of the Recorder of Clinton County, Ohio.

**NOTE:** Said Right-of-Way and Easement was assigned by the Clinton County Water Company, an Ohio corporation, to the City of Wilmington, its successors and assigns on September 1, 1964. Said assignment is found of record in Deed Records Volume 196 at Page 58 in the Office of the Recorder of Clinton County, Ohio.

2. A certain quit claim deed dated June 14, 1972 and found of record in Deed Book Volume 239 at Page 472 did not include the legal descriptions or the fair market value of the subject property. This defect was cured in Deed Book Volume 239 at Page 482. However, both of these deeds contain numerous reservations and conditions in the event the conditions set forth in said deeds are violated. If the conditions are violated, the property reverts back to the United States of America. The conditions and reservations are as follows:
  - a. For a period of time during which the subject property is being used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits, the owner agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title and as in effect on the date of the deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition 1 of the deed or under any other program or activity of the Grantee, its successors or assigns, to which such Act and Regulation apply by reason of the conveyance.
  - b. The deeds also contained three other conditions that were in effect for a period of thirty (30) years from the date of the deeds. This time limit has now expired.
  - c. The United States of America reserved to itself all rights, title and interest in the water, sanitary sewer, storm sewer drainage and electrical distribution lines, facilities and structures, together with easements in place twenty feet wide for the said distribution lines, together with such rights of ingress and egress to said easement areas as may be necessary for the aforesaid purposes.  
**(NOTE: See Deed Book Volume 248 at Page 293 for conditional release.)**
  - d. A non-exclusive easement of existing roads within the subject property for the purpose of ingress and egress.
  - e. Exclusive rights and title to all gas, oil and mineral rights, in, under and upon the property, together with all rights and privileges essential for mining and the removal of same.
  - f. The conveyance is subject to any and all existing permits, licenses, easements, reservations and other encumbrances, recorded and unrecorded for public roads and highways, rights-of-way, railroad, air clearances, pipe lines, drainage, sewer mains and lines and public utilities, if any.

- g. The conveyance is also subject to any facts an accurate survey would disclose.
  - h. The United States of America reserved the right to retake the property during any state of emergency declared by the President of the United States or by the Congress of the United States for the full, unrestricted possession, control and use of the property or any portion thereof, including any additions or improvements thereto made after the conveyance.
  - i. The deeds provide that the owner of the property may be responsible for the decreased value of the property not due to reasonable wear and tear, acts of God, alterations and conversions made by the owner in the event the property reverts to the United States of America.
3. A certain quit claim deed dated November 15, 1973, in which the United State of America conveyed its right in the subject property to the Community Improvement Corporation of Wilmington, agent for the County of Clinton, and in the City of Wilmington, Ohio. Said deed is found in Deed Book 239 at Page 200. However, this conveyance was subject to:
- a. The conveyance to Great Oaks Joint Vocational School District regarding the use of roads, certain land, etc. all as set forth in, An Agreement Concerning the Occupation, Use and Development of Real Estate on the Site of the Clinton County Air Force Base, Clinton County, Ohio, signed on June 14<sup>th</sup> and 15<sup>th</sup> in 1972.
  - b. The rights of the Great Oaks Joint Vocational School District to the use of the access roads.
  - c. A perpetual and assignable reservation of an Army access road easement granting the Army ingress and egress over it to that portion of the Clinton County Air Force Base that is to be transferred to the Army for Army Reserve use.
  - d. Also subject to any and all existing reservations, easements and rights, recorded or unrecorded, for public roads, highways, railroads, air clearance, pipelines, drainage, sewer mains and lines, and public utilities.
  - e. All utility systems together with the necessary perpetual and assignable easement rights, approximately twenty feet (20') wide, to the land over and under which these facilities run or on which they stand, and which such rights provide the Grantor and its assigns a right of entry for the construction, operation, maintenance, repair and removal of the facilities, to-wit:
    - 1. Electrical distribution systems, consisting of primary and secondary wiring, both overhead and underground, poles, transformers, substations, associated hardware, etc.;
    - 2. Fire Hydrant Systems;
    - 3. Water Storage Tank;
    - 4. Pump House
    - 5. Storage Clear Wells;
    - 6. Storage Facilities;

7. Sanitary Sewer Transmission Lines;
  8. Three Lift Stations;
  9. Storm Sewer System;
  10. Water Transmission lines;
- f. Owner shall not discriminate upon the basis of race, color, religion or national origin in the use, occupancy, sale or lease of the property or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes.
- g. Owner shall be bound by the equal opportunity provision enumerated in Federal Procurement Regulation 1-12.8
4. In Deed Book Volume 239 at Page 638, dated December 21, 1973, the United State of America remises, releases, and forever quit claims to the City of Wilmington all rights, title, interest, claim and demand which the United States of America has in the water supply system, fire hydrant system, water tower, clear well reservoir, booster pump station, and easements to the parcels of land on which these facilities are located. Also included are the water lines and pumping equipment associated with the facilities and certain easements. However, the United States of America again made certain reservations, to-wit:
- a. For a period of time during which the subject property is being used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits, the owner agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title and as in effect on the date of the deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United State shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition 1 of the deed or under any other program or activity of the Grantee, its successors or assigns, to which such Act and Regulation apply by reason of the conveyance.
  - b. In the event of a violation of the conditions, the property reverts to the United States of America.
  - c. The owner agrees that in the event the property is sold, leased, mortgaged, encumbered or otherwise disposed of or is used for purposes other than those set forth in the document without the consent of the Department of Health, Education and Welfare, all revenues with a reasonable value, as determined by the Department of Health, Education and Welfare, or benefits to the owner deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use (or the reasonable value as determined by the Department of Health, Education, Welfare of any unauthorized use) shall be considered to have been received and held in trust by the owner for the United States of America and shall be subject to the direction and control of the Department of Health, Education and Welfare.

- d. The United States of America reserved the right to retake the property during any state of emergency declared by the President of the United States or by the Congress of the United States for the full, unrestricted possession, control and use of the property or any portion thereof, including any additions or improvements thereto made after the conveyance.
  - e. The deed provides that the owner of the property may be responsible for the decreased value of the property not due to reasonable wear and tear, acts of God, alterations and conversions by the owner in the event the property reverts to the United States of America. The owner may be responsible for such costs as may be incurred in recovering title to or possession of the real property.
  - f. The owner agrees that in the event the United States of America exercises its option to revert all right, title and interest in the property to the United States of America, then the owner shall provide protection and maintenance of said property at all times until such time as the title is actually reverted to the United States of America, including the period of any notice of intent to revert.
5. A certain quit claim deed from the United States of America to the City of Wilmington, Ohio, an incorporated city, in the State of Ohio, which concerns the sanitary sewer system, storm drainage system and perpetual easements, dated June 21, 1974 and found in Deed Book Volume 243 at Page 119. Said quit claim deed reserves such rights and conditions hereinafter expressed:
- a. The property comprises the complete Sewer System on the Clinton County Air Force Base, consisting of the Sanitary Sewer System as indicated on Exhibits A, B and C, and the Storm Drainage System depicted on Exhibits D and E. Included in this assignment are the on-base and off-base sewer lines, the associated pump and lift stations, and the storm drainage lines, together with the necessary easement rights to the land on or under which these facilities are located.
  - b. The component parts of both systems are more particularly described in Exhibit F.
  - c. Also transferred are perpetual easements to the land on or under which these systems lie, together with the right to operate, maintain, repair and replace such systems, and such rights of ingress and egress to said easement areas as may be necessary to enter upon said easement areas for the aforesaid purposes.
  - d. Such easements are established as 20 feet wide and computed at 888,200 square feet for the sanitary sewers and 3,497,200 square feet for the drainage system.
  - e. There are numerous easements transferred in this deed.
  - f. For a period of 30 years from the date of the deed, the property shall be utilized continuously for public health purposes. The owner may resell, lease, mortgage or encumber or otherwise dispose of the property or any part thereof or interest thereon only insofar as the Department of Health, Education and Welfare may give its prior consent in writing; Grantee must file with the Department of Health, Education and Welfare, reports on the operation and maintenance of the property.

- g. For a period of time during which the subject property is being used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits, the owner agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title and as in effect on the date of the deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition 1 of the deed or under any other program or activity of the Grantee, its successors or assigns, to which such Act and Regulation apply by reason of the conveyance.
- h. The United States of America reserved the right to retake the property during any state of emergency declared by the President of the United States or by the Congress of the United States for the full, unrestricted possession, control and use of the property or any portion thereof, including any additions or improvements thereto made after the conveyance.
- i. The deed provides that the owner of the property may be responsible for the decreased value of the property not due to reasonable wear and tear, acts of God, alterations and conversions by the owner in the event the property reverts to the United States of America. The owner may be responsible for such costs as may be incurred in recovering title to or possession of the real property.
- j. The owner agrees that in the event the United States of America exercises its option to revert all right, title and interest in the property to the United States of America, then the owner shall provide protection and maintenance of said property at all times until such time as the title is actually reverted to the United States of America, including the period of any notice of intent to revert.

**NOTE:** This examiner has no way to determine whether or not this quit claim deed affects the subject property as the exhibits referred to in the quit claim deed are not attached to the deed.

- 6. **NOTE:** The subject property was originally part of tract number 7 which appears on a map dated August 5, 1974 titled Real Estate Clinton County Air Force Base for Clinton County, Ohio located in the Clinton County Tax Map Office.
- 7. A certain Right-of-Way and Easement from the United States of America to the Dayton Power and Light Company for the purpose of transmitting and distributing gaseous substances through an 8" pipeline, dated June 25, 1982. Said easement is found of record in Deed Book Volume 275 at Page 216 in the Office of the Recorder of Clinton County, Ohio.
- 8. A certain Right-of-Way and Easement from Great Oaks Joint Vocational School District to the Dayton Power and Light Company, for pipelines for distribution therein of natural, artificial and/or liquefied petroleum gas, and/or any other liquefied or gaseous substance, and/or for any and all purposes for which said substances are now or may hereafter be

used, together with the right to construct thereon, whether underground or above, all appurtenant valves, drips, regulators, pits, and all other necessary appurtenances, which in the judgment of the Grantee are necessary or incidental to the use of said right-of-way and easement and the right to add to, construct, reconstruct, erect, operate, repair, maintain, use, remove or replace such facilities, subject to the conditions contained therein, upon, over, under and through the premises. Said right-of-way and easement is dated November 22, 1982 and found of record in Deed Records Volume 276 at Page 508 in the Office of the Recorder of Clinton County, Ohio.

**NOTE:** A certain Assignment and Assumption of Multiple Easements and Rights-of-Way, was made between the Dayton Power and Light Company and Indiana Gas Company, Inc., and Vectren Energy Delivery of Ohio, Inc. on October 31, 2000. This Assignment assigns the rights given in the document recorded in Deed Records Volume 26, Page 508. Said assignment is found of record in Official Records Volume 352 at Page 758 in the Office of the Recorder of Clinton County, Ohio.

9. A certain Memorandum of Lease between the Great Oaks Joint Vocational School District and the Ohio Department of Administrative Services, dated May 30, 1985 and found of record in Official Records Volume 8 at Page 506 in the Office of the Recorder of Clinton County, Ohio.

**NOTE:** This examiner cannot determine whether or not this document affects the subject property as no legal description is contained in this document.

10. A certain Consent to Easement between the United States of America, acting by and through the Secretary of Education, as Grantor and the Great Oaks Joint Vocational School District, Cincinnati, State of Ohio, as Grantee, dated August 14<sup>th</sup>, 1989 and found of record in Official Records Volume 55 at Page 40 in the Office of the Recorder of Clinton County, Ohio.

**NOTE:** This examiner has no way to determine where this easement is located as the exhibits referred to in the easement are not attached.

11. A certain quit claim deed from the Wilmington Air Park, Inc. to the Board of Education of Great Oaks Institute of Technology and Career Development is an access easement along subject property to get to a 6.092 acre parcel, dated March 11, 1994 and found of record in Official Records Volume 145 at Page 668 in the Office of the Recorder of Clinton County, Ohio. The Grantor reserved a number of rights to the property, to-wit:

- a. A perpetual easement and right-of-way for the free and unobstructed passage of aircraft in and through the airspace over and above the conveyed real property.
- b. Grantee covenants and agrees that it will keep the air space free and clear of any and all obstructions, whether physical, electronic or otherwise which would now or in the future constitute an obstruction or hazard to aircraft landing, taking off, or otherwise using the airport owned by Grantor in Union Township, Clinton County, Ohio and being known at the time of the easement as the Wilmington Air park.
- c. Grantee shall not construct, permit others to construct, or suffer any obstruction, natural or man-made, which extends to a height above ground level which the



Federal Aviation Administration ("FAA") deems to be hazardous to aviation, including but not limited to the taking off and landing of aircraft at the Facility.

- d. Grantee shall not use, permit or suffer the use of the Property or any structures thereon in a manner which would create any hazard to aviation in connection with the Facility, including by way of example, but not limitation, the creation of electronic interference with radio communication with the Facility or the use of lighting which would cause operators to aircraft to confuse it with the Facility's lighting, which would cause glare or otherwise impair visibility in the vicinity of the Facility, or would in any manner endanger aviation or cause an airport hazard.
  - e. Grantee shall not use, permit or suffer use of the Property in any manner incompatible with the use of the Facility for operating and maintaining aircraft.
  - f. Should Grantee or anyone claiming under it fail or refuse to comply with the terms and conditions of this easement, then upon reasonable notice, Grantor shall have the right to enter upon the Property to enforce these terms and conditions including by way of example, but not limitation the right to lower or remove any obstruction, whether physical or electronic, or mark or light any building or other structure.
  - g. The grant of the easement herein reserved by Grantor includes a perpetual aircraft operations and aircraft noise easement including but not limited to the right to impose upon the property any and all noise, vibration, fumes, discomfort, apprehension, inconvenience, interference with the use and enjoyment and any consequent reduction in the market value of the Property. Grantor shall have all the rights for its use of any type of aircraft, present or future, and in the future change or increase in the boundaries, volume or pattern of aircraft traffic at the Facility. The covenants shall run with the land and shall bind the Grantee, its successors and assigns for the benefit of the Grantor and its successors and assigns.
12. A certain quit claim deed from Aviation Fuel, Inc., an Ohio corporation, to the Board of Education of Great Oaks Institute of Technology and Career Development, dated March 11, 1994 and found of record in Official Records Volume 145 at Page 665 in the Office of the Recorder of Clinton County, Ohio and has the following reservations, to-wit:
- a. A perpetual easement and right of way for the free and unobstructed passage of aircraft in and through the airspace over and above the property.
  - b. An agreement to keep the airspace free and clear of any and all obstructions, whether physical, electronic, or otherwise which would now or in the future constitute an obstruction or hazard to aircraft landing, taking off, or otherwise using the airport known as Wilmington Air Park.
  - c. Grantee agrees not to construct, permit others to construct or suffer any obstruction, natural or man-made, which extends to the height above ground level which the Federal Aviation Administration deems to be hazardous to

aviation, including but not limited to the taking off and landing of aircraft at the Facility.

- d. Grantee agrees not to use, permit or suffer the use of the property or any structures thereon in a manner which would create any hazard to aviation in connection with the Facility, including but not limited to the creation of electronic interference with radio communication, use of lighting which would glare or otherwise impair visibility in the vicinity or in any manner endanger aviation or cause an airport hazard.
  - e. Grantee shall not use, permit or suffer use of the property in any manner incompatible with the use of the Facility for operating and maintaining aircraft.
  - f. Includes a perpetual aircraft operations and aircraft noise easement including but not limited to the right to impose upon the property any and all noise, vibration, fumes, discomfort, apprehension, inconvenience, interference with the use and enjoyment and any consequent reduction in the market value of the property.
13. A certain Agreement For Use between Great Oaks Institute of Technology and Career Development and the Clinton County Commissioners authorizing the County to utilize certain real property at the Laurel Oaks Career Development Campus, dated July 10, 1998 and found of record in Official Records Volume 276 at Page 236 in the Office of the Recorder of Clinton County, Ohio.

**NOTE:** This examiner notes that the terms of this Agreement have expired. However, her conversations with a representative of the County indicate that there may be an unrecorded extension agreement.

14. A certain unrecorded Agreement for Purchase and Sale of Real Estate between Great Oaks Institute of Technology and Career Development and the Board of County Commissioner of Clinton County, Ohio states that the County Commissioner of Clinton County, Ohio expressly accepts the real estate subject to the Occupancy Agreement between Great Oaks and the EPA.

**NOTE:** This examiner could not find a recorded Occupancy Agreement.

15. **NOTE:** There is a water easement shown across the subject property in a survey done by McCarty Associates on April 19, 2005 which is located in the Clinton County Tax Map Office.

16. Parcel No: 270-021730-0 (52.038 acres)

Valuation:	<u>FMV</u>	<u>ASSESSED</u>
Land	1,092,800	382,480
Improvements	8,864,700	3,102,650
<b>TOTAL</b>	<b>9,957,500</b>	<b>3,485,130</b>

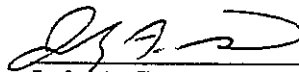
**NOTE:** Property is being used for tax exempt purposes.

**NOTE:** The property is not listed under CAUV, Homestead, or in an Agricultural District.

17. Any right, title or interest claimed by or on behalf of the Eastern Shawnee Tribe or any predecessor in interest or any successor in interest.

This certificate does not purport to cover matters not disclosed in said records, including by not limited to: (a) Rights of persons in possession; (b) Facts which a correct survey or inspection of the premises might disclose; (c) Environmental matters; (d) Rights to file mechanic's liens; (e) Special taxes or assessments not shown by the records in the Office of the County Treasurer; (f) Records of any municipal or federal court; (g) Records of any municipality; (h) Zoning or other governmental regulations; (i) Compliance with any usury, consumer credit protection or truth-in-lending law or regulation is not represented or certified hereby; and (j) Liens asserted by the United States and State of Ohio, their agencies and officers under the Ohio Solid and Hazardous Waste and Disposal Act and Federal Super Fund Amendments, and under Racketeering Influence and Corrupt Organization acts and receivership liens, unless the lien is filed in the public records of the County in which the property is located. Records outside of Clinton County, Ohio, were not examined, and this certificate is based solely upon the records of said county and only as disclosed by the indices of the same.

WITNESS by hand this 22<sup>nd</sup> day of February, 2006.



Judy A. Gano  
Attorney at Law

Reg. No: 0031023