

# VORYS

Vorys, Sater, Seymour and Pease LLP  
Legal Counsel

52 East Gay Street  
P.O. Box 1008  
Columbus, Ohio 43216-1008

614.464.6400 | www.vorys.com

Founded 1909

Teresa L. Ross, Paralegal  
Direct Dial (614) 464-5668  
Direct Fax (614) 719-5244  
Email tross@vorys.com

June 27, 2013

VIA COURIER

Mr. David Pearson  
Franklin County Engineer  
970 Dublin, Road,  
Columbus, Ohio 43215

Re: Public Record Road Petition - West Park Lane

Dear Dave:

Pursuant to R.C. Section 5553.04, enclosed please find a fully signed Public Road Petition (the "Petition"), signed by the property owners abutting West Park Lane, and other landowners residing in the vicinity of West Park Lane. Also enclosed please find a check in the amount of \$200.00 payable to the Franklin County Engineer's Office.

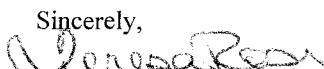
You indicated that once you receive the signed Petition and check that you will then be in a position to work with the Commissioners to set a date to perform the following tasks:

- (i) View the proposed vacation,
- (ii) Set a date for a hearing on the petition
- (iii) Give notice by publication of the date for the hearing, and
- (iv) Take other administrative actions to complete the process.

I wanted to let you know that the Joint Access Road Easement and Maintenance Agreement has been finalized, and we are now in the process of circulating the Agreement for signature.

If you would, please advise me by e-mail or phone as these steps are being completed so that I can inform Webb Vorys and Tom Szykowny as to its progress.

Thank you and should you have any questions please feel free to give me a call.

Sincerely,  
  
Teresa L. Ross  
Paralegal

Enclosures

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## **PUBLIC ROAD PETITION**

**Rev. Code. Sec. 5553.04**

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**Franklin County, Ohio, June 27, 2013**


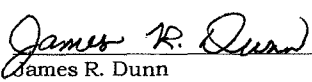
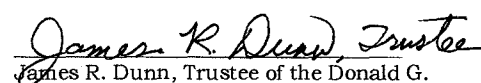
**To the Honorable Board of County Commissions of Franklin County, Ohio:**

The undersigned petitioners, freeholders of said County, residing in the vicinity of the proposed improvement hereinafter described, respectfully represent that the public convenience and welfare require the <sup>1</sup>vacation of <sup>2</sup>West Park Lane, Jefferson Township, Ohio a Public Road on the line hereinafter described; and make application to you to institute and order proper proceedings in the premises for <sup>1</sup>vacating such road; the same <sup>3</sup> not being a road on the State Highway System.




The following is the general route and termini of said road:

Situated in County of Franklin, in the State of Ohio,  
and in the Township of Jefferson, and bounded and  
described as follows:

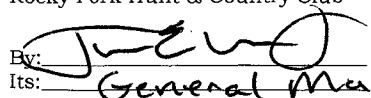
Being all of West Park Lane as shown and delineated  
on the recorded plat of The Rocky Fork West Park  
Subdivision, of record in Plat Book 20, Page 12,  
Recorder's Office, Franklin County, Ohio.

Petitioner's Names	Taxing District of County in Which Petitioner Owns Real Estate
 Tom Mitevski, Trustee of the Donald G. Dunn Irrevocable Trust, dated December 29, 2012 (as amended)	170
 James R. Dunn	170
D. Gardner Dunn, Jr.	170
Nancy Dunn Byers	170
Andrew A. Dunn	170
 James R. Dunn, Trustee of the Donald G. Dunn Seven-Year QPRT FBO Robert A. Dunn dated December 19, 1997	170
Karen W. Dunn	170
Elaine M. Altmaier	170
Rocky Fork Hunt & Country Club  By: _____ Its: _____	170
Sarah W. Crane	170
Stanford M. Ackley	170
Thekla R. Shackelford	170

<sup>1</sup> "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing the direction of."  
<sup>2</sup> Insert "a part of," if so.  
<sup>3</sup> If the proposed improvement is on the State Highway System the approval of the Director of Highways shall be had before proceeding further. See Sec. 5553.02 R.C.

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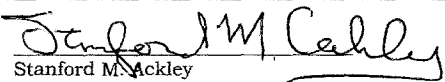
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Karen W. Dunn	170
Elaine M. Altmaier	170
Rocky Fork Hunt & Country Club By:  Its: General Manager	170
Sarah W. Crane	170
Stanford M. Ackley	170
Thekla R. Shackelford	170

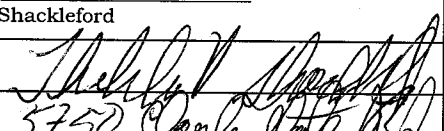
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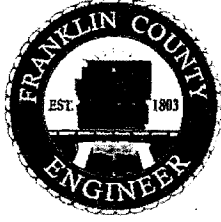
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**DEAN C. RINGLE, P.E., P.S.**  
**FRANKLIN COUNTY ENGINEER**

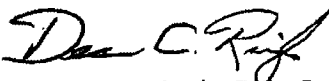
July 31, 2013

Honorable Board of County Commissioners  
Franklin County Administration Building  
373 South High Street, 26<sup>th</sup> Floor  
Columbus, Ohio 43215

Honorable Board:

I have reviewed the petition from Vorys, Sater, Seymour and Pease LLP, legal counsel for the property owners of the Rocky Fork West Park Subdivision for the vacation of West Park Lane, Jefferson Township, Franklin County, Ohio, and find that the petition is valid.

Respectfully submitted,

  
Dean C. Ringle, P.E., P.S.  
Franklin County Engineer

DCR:MS:cm

Resolution No. 0624-13

August 13, 2013

**Petition filed for vacation of West Park Lane, Jefferson Township, Franklin County, Ohio (Engineer)**

**WHEREAS**, Vorys, Sater, Seymour and Pease LLP, legal counsel for the property owners of the Rocky Fork West Park Subdivision has filed a petition with the Board of County Commissioners, Franklin County, Ohio, requesting said Board to vacate a portion of West Park Lane in Jefferson Township, Franklin County, Ohio, the general route and termini thereof to be as follows:

Situate in the State of Ohio, County of Franklin, Township of Jefferson, and being a part of Quarter Township 2, Township 1 North, Range 16 West, U.S. Military Lands being a part of Original Lots 4 & 5 of the plat of Section 2 as shown and delineated upon the recorded plat thereof in Deed Book 2, Page 81, Recorder's Office, Franklin County, Ohio, being more particularly described as follows:

Being all of West Park Lane as shown and delineated on the recorded plat of The Rocky Fork West Park Subdivision, of record in Plat Book 20, Page 12, Recorder's Office, Franklin County, Ohio

This description was prepared in the office of the Franklin County Engineer by David L. Pearson, P.S., Ohio Registered Surveyor No. 7298, from available courthouse records and not an actual field survey. Respectfully submitted, Dean C. Ringle, P.E., P.S., Franklin County Engineer;

**BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, OHIO:**

Section 1) That Tuesday, September 3, 2013 at 11:00 am is hereby fixed as the date and hour when the Board of County Commissioners will view the proposed vacation along the general route thereof and Tuesday, September 24, 2013 at 9:00 am is hereby fixed as the time and date for the final hearing of said petition and proposed vacation in the office of the Board of County Commissioners, at the Franklin County Administration Building, 373 South High Street, 26<sup>th</sup> Floor, Columbus, Ohio 43215.

Section 2) That notice of the time and place for both such view and hearing will be given by publication once a week for two consecutive weeks in a newspaper published in and having a general circulation in Franklin County, Ohio, where the proposed vacation is located, and that said notice in addition to the date and place of such view and place and

Resolution No. 0624-13

August 13, 2013

**Petition filed for vacation of West Park Lane, Jefferson Township,  
Franklin County, Ohio (Engineer)**

time of the final hearing, shall state briefly the character of the proposed  
vacation.

DCR:MS:cm  
Prepared By: Carla Marable  
c: Engineer

SIGNATURE PAGE FOLLOWS

**SIGNATURE SHEET**

Resolution No. 0624-13

August 13, 2013

**PETITION FILED FOR VACATION OF WEST PARK LANE, JEFFERSON  
TOWNSHIP, FRANKLIN COUNTY, OHIO**

**(Engineer)**

Upon the motion of Commissioner Marilyn Brown, seconded by Commissioner John  
O'Grady:

**Voting:**

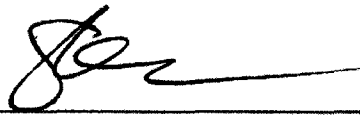
**John O'Grady, President  
Marilyn Brown**

**Aye  
Aye**

**Board of County Commissioners  
Franklin County, Ohio**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript  
of a resolution acted upon by the Board of County Commissioners, Franklin  
County, Ohio on the date noted above.



\_\_\_\_\_  
Shannon Z Cross, Clerk  
Board of County Commissioners  
Franklin County, Ohio

**THE DAILY REPORTER**  
www.thedailyreporteronline.com

580 South High Street • Suite 316  
Columbus, Ohio 43215-5644  
(614) 224-4835  
FAX (614) 224-8649  
email: cdr@sourcenews.com

Proof of Publication 08/27/2013

NOTICE OF INTENTION  
CARLA MARABLE  
FRANKLIN CTY ENGINEERS OFFICE  
970 DUBLIN RD  
COLUMBUS OH 43215

Notice of Intention  
To Vacate West Park Lane

Total public notice charge: \$ 115.00

STATE OF OHIO  
Franklin County, Ohio, ss.

PENNEY S. BAKER

On behalf of THE DAILY REPORTER, a newspaper published in Franklin County, Ohio, makes oath that the attached printed advertisement was published 2 time(s) in said newspaper i.e., on

August 20, 2013  
August 27, 2013

and that said newspaper is of general circulation in said County.

Subscribed and sworn to this 27th day of August, 2013.

  
Notary Public, State of Ohio

Brittany Acklin  
Notary Public, State of Ohio  
My Commission Expires  
05/15/2018

**Notice Of Intention  
to Vacate West Park  
Lane, Jefferson Township  
Franklin County, Ohio**

NOTICE is hereby given that it is the intention of the Board of County Commissioners of Franklin County, Ohio, to vacate West Park Lane in Jefferson Township, Franklin County, Ohio, the said lane being more particularly described as follows:

Situate in the State of Ohio, County of Franklin, Township of Franklin, and being a part of Quarter Township 2, Township 1 North, Range 16 West, U.S. Military Lands being a part of Original Lots 4 & 5 of the plat of Section 2 as shown and delineated upon the recorded plat thereof in Deed Book 2, Page 81, Recorder's Office, Franklin County, Ohio, being more particularly described as follows:

Being all of West Park Lane as shown and delineated on the recorded plat of The Rocky Fork West Park Subdivision, of record in Plat Book 20, Page 12, Recorder's Office, Franklin County, Ohio

This description was prepared in the office of the Franklin County Engineer by David L. Pearson, P.S., Ohio Registered Surveyor No. 7298, from available courthouse records and not an actual field survey. Respectfully submitted, Dean C. Ringle, P.E., P.S., Franklin County Engineer.

NOTICE is hereby given that Tuesday, September 3, 2013 at 11:00 a.m. at the place of said proposed vacation was fixed as the time and place for viewing thereof and Tuesday, September 24, 2013 at 9:00 a.m. at the Office of the Board of County Commissioners was fixed as the time and place for final hearing thereon.

By order of the Board of County Commissioners of Franklin County, Ohio.  
Shannon Cross, Clerk,  
Board of County Commissioners  
Aug 20/27

Resolution No. 0696-13

September 10, 2013

**Vacation of a portion of West Park Lane in Jefferson Township, Franklin County, Ohio, viewed, Engineer to file report by September 24, 2013 (Engineer)**

**WHEREAS**, a petition was filed with this Board by Vorys, Sater, Seymour and Pease LLP, praying for the vacation of a portion of West Park Lane, Jefferson Township, Franklin County, Ohio; and

**WHEREAS**, on August 13, 2013, said Board of County Commissioners did fix the 3<sup>rd</sup> day of September, 2013 on the line of said proposed vacation, as the time and place for viewing thereof and did further fix the 24<sup>th</sup> day of September, 2013, at the Office of the Board of County Commissioners of Franklin County, Ohio, as the time and place for the final hearing on said vacation; and

**WHEREAS**, legal notice of the viewing and final hearing was published in a newspaper of general circulation in said County; and

**WHEREAS**, the Board of County Commissioners of Franklin County, Ohio, did on the 3<sup>rd</sup> day of September, 2013 meet on the line of said proposed vacation, and heard all of the proof offered by parties interested in the affected thereby, does find that the vacation of a portion of West Park Lane in Jefferson Township, Franklin County, Ohio, is of sufficient importance to require that the Engineer of Franklin County, Ohio, be instructed and directed to make a survey and plat thereof;

BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, OHIO:

That the Engineer of Franklin County, Ohio be and hereby is instructed and directed to make a plat and survey of the proposed vacation and shall set stakes at the termini of each right of way line at all angles between such termini and at such sufficient other points of the right of way lines so that the bounds of the proposed vacation may be discernible to the property owners on or before the 24<sup>th</sup> day of September, 2013. Said report shall set forth an opinion of the County Engineer with regard to the granting of said vacation and, together with the plat and survey of the proposed vacation, shall be deposited with the Commissioners.

DCR:MS:cm  
Prepared By: Carla Marable  
c: Engineer

SIGNATURE PAGE FOLLOWS

**SIGNATURE SHEET**

Resolution No. 0696-13

September 10, 2013

**VACATION OF A PORTION OF WEST PARK LANE IN JEFFERSON TOWNSHIP,  
FRANKLIN COUNTY, OHIO, VIEWED, ENGINEER TO FILE REPORT BY  
SEPTEMBER 24, 2013**

**(Engineer)**

Upon the motion of Commissioner Paula Brooks, seconded by Commissioner Marilyn Brown:

**Voting:**

**John O'Grady, President  
Paula Brooks  
Marilyn Brown**

**Aye  
Aye  
Aye**

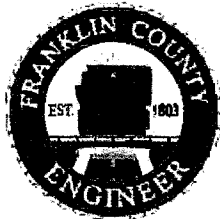
**Board of County Commissioners  
Franklin County, Ohio**

**CERTIFICATE OF CLERK**

**IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript  
of a resolution acted upon by the Board of County Commissioners, Franklin  
County, Ohio on the date noted above.**



\_\_\_\_\_  
**Shannon Z Cross, Clerk  
Board of County Commissioners  
Franklin County, Ohio**



**DEAN C. RINGLE, P.E., P.S.**  
**FRANKLIN COUNTY ENGINEER**

September, 11, 2013

Honorable Board of County Commissioners  
Franklin County Administration Building  
373 South High Street, 26<sup>th</sup> Floor  
Columbus, Ohio 43215

Honorable Board:

Pursuant to your order of September 10, 2013, I have made a survey and plat, which I hereby submit for the vacation of West Park Lane located in Jefferson Township, Franklin County, Ohio, showing the proposed vacation of the following:

Situate in the State of Ohio, County of Franklin, Township of Jefferson, and being a part of Quarter Township 2, Township 1 North, Range 16 West, U.S. Military Lands being a part of Original Lots 4 & 5 of the plat of Section 2 as shown and delineated upon the recorded plat thereof in Deed Book 2, Page 81, Recorder's Office, Franklin County, Ohio, being more particularly described as follows:

Being all of West Park Lane as shown and delineated on the recorded plat of The Rocky Fork West Park Subdivision, of record in Plat Book 20, Page 12, Recorder's Office, Franklin County, Ohio

This description was prepared in the office of the Franklin County Engineer by David L. Pearson, P.S., Ohio Registered Surveyor No. 7298, from available courthouse records and not an actual field survey. Respectfully submitted, Dean C. Ringle, P.E., P.S., Franklin County Engineer.

The petition praying for the vacation of a portion of West Park Lane in Jefferson Township, Franklin County, Ohio, is on file in your office. Access easements and/or agreements need to be executed by the abutting property owners. Utilities that are now within this part of the vacation and easements granted by the subdividers for utilities are not to be vacated.

It is my recommendation that the above described portion of West Park Lane in Jefferson Township, Franklin County, Ohio, be vacated.

Respectfully submitted,

  
Dean C. Ringle, P.E., P.S.  
Franklin County Engineer

 MCR:MS:cm

970 Dublin Road, Columbus, OH 43215 (614) 525-3030 Fax (614) 525-3359  
[www.franklincountyengineer.org](http://www.franklincountyengineer.org)

Resolution No. 0727-13

September 24, 2013

**Prayer of petition to vacate West Park Lane located in Jefferson Township, Franklin County, Ohio, granted (Engineer)**

**WHEREAS**, Vorys, Sater, Seymour and Pease LLP, legal counsel for the property owners of the Rocky Fork West Park Subdivision has petitioned for the vacation of West Park Lane located in Jefferson Township, Franklin County, Ohio; and

**WHEREAS**, on September 10, 2013, the Board of County Commissioners of Franklin County, Ohio, by resolution duly adopted, directed the Engineer of Franklin County, Ohio, to make a report in writing to this Board on or before the 24<sup>th</sup> day of September, 2013, relative to the petition for the vacation of West Park Lane located in Jefferson Township, Franklin County, Ohio, said report to be made in a manner and form set forth and required by Section 5553.04 of the Ohio Revised Code; and

**WHEREAS**, Dean C. Ringle, P.E., P.S., County Engineer, did on the 11th day of September, 2013 report thereon in writing, which report contained the following recommendation, to-wit:

Situate in the State of Ohio, County of Franklin, Township of Jefferson, and being a part of Quarter Township 2, Township 1 North, Range 16 West, U.S. Military Lands being a part of Original Lots 4 & 5 of the plat of Section 2 as shown and delineated upon the recorded plat thereof in Deed Book 2, Page 81, Recorder's Office, Franklin County, Ohio, being more particularly described as follows:

Being all of West Park Lane as shown and delineated on the recorded plat of The Rocky Fork West Park Subdivision, of record in Plat Book 20, Page 12, Recorder's Office, Franklin County, Ohio

This description was prepared in the office of the Franklin County Engineer by David L. Pearson, P.S., Ohio Registered Surveyor No. 7298, from available courthouse records and not an actual field survey. Respectfully submitted, Dean C. Ringle, P.E., P.S., Franklin County Engineer; and

**WHEREAS**, access easements and/or agreements need to be executed by the abutting property owners; and

**WHEREAS**, no objections to the vacation of West Park Lane located in Jefferson Township, Franklin County, Ohio were filed, and no claims for compensation or damages on account thereof were filed; and

Resolution No. 0727-13

September 24, 2013

**Prayer of petition to vacate West Park Lane located in Jefferson Township, Franklin County, Ohio, granted (Engineer)**

**WHEREAS**, the Board of County Commissioners of Franklin County, Ohio finds that the utilities are now within the said vacation, and the easements granted by the subdividers for utilities are not to be vacated through the area sought to be vacated;

BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, OHIO:

That the vacation West Park Lane located in Jefferson Township, Franklin County, Ohio, as described and recommended by the County Engineer in his report and shown on the submitted plat, is hereby declared vacated, excepting however, the utilities that are now within the vacated area and the easements granted by the owners, present or past, for utilities.

DCR:MS:cm  
Prepared By: Carla Marable  
c: Engineer

SIGNATURE PAGE FOLLOWS

**SIGNATURE SHEET**

Resolution No. 0727-13

September 24, 2013

**PRAYER OF PETITION TO VACATE WEST PARK LANE LOCATED IN  
JEFFERSON TOWNSHIP, FRANKLIN COUNTY, OHIO, GRANTED**

**(Engineer)**

Upon the motion of Commissioner Paula Brooks, seconded by Commissioner Marilyn Brown:

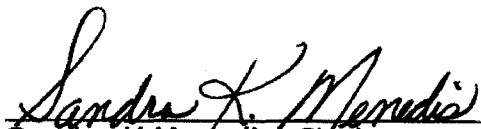
**Voting:**

<b>John O'Grady, President</b>	<b>Aye</b>
<b>Paula Brooks</b>	<b>Aye</b>
<b>Marilyn Brown</b>	<b>Aye</b>

**Board of County Commissioners  
Franklin County, Ohio**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.





Sandra K Meredis, Clerk  
Board of County Commissioners  
Franklin County, Ohio

TRANSFER  
NOT NECESSARY

OCT 03 2013

CLARENCE E. MINGO II  
AUDITOR  
FRANKLIN COUNTY, OHIO

  
201310030167839  
Pgs: 18 \$155.00 T20130089078  
10/03/2013 1:57PM BXVORYS,SATER  
Terry J. Brown  
Franklin County Recorder

CONVEYANCE TAX  
EXEMPT  
  
CLARENCE E. MINGO II  
FRANKLIN COUNTY AUDITOR

**JOINT ACCESS ROAD EASEMENT AND MAINTENANCE AGREEMENT**

THIS JOINT ACCESS ROAD EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is executed, delivered and made effective as of September 24, 2013 (the "Effective Date"), by and between Tom Mitevski, Trustee of the Donald G. Dunn Irrevocable Trust, dated December 29, 2012 (as amended); James R. Dunn, married; D. Gardner Dunn, Jr., married; Nancy Dunn Byres (aka Nancy Dunn Byers), married; Andrew A. Dunn, married; James R. Dunn, Trustee of the Donald G. Dunn Seven-Year QPRT FBO Robert A. Dunn dated December 19, 1997; Karen W. Dunn, married; and Elaine M. Altmaier, not married.

WITNESSETH:

Background Information and Preliminary Statements

A. Parties to this Agreement:

- (i) Tom Mitevski, Trustee of the Donald G. Dunn Irrevocable Trust, dated December 29, 2012 (as amended), is the owner of certain real property set forth in Exhibit A, and identified as Parcels 1, 3, 4, 5, 7, 8, 9 and 11, by virtue of Deeds of record at Instrument Numbers 201212310201341; 201212310201342; 201212310201340; 201212310201441, Recorder's Office, Franklin County, Ohio;
- (ii) James R. Dunn, D. Gardner Dunn, Jr., Nancy Dunn Byres (aka Nancy Dunn Byers), Andrew A. Dunn, James R. Dunn, Trustee of the Donald G. Dunn Seven-Year QPRT FBO Robert A. Dunn dated December 19, 1997, are the owners of certain real property set forth in Exhibit A, and identified as Parcel 2, by virtue of a Deed of record at Instrument Number 200505090087769, Recorder's Office, Franklin County, Ohio;
- (iii) Karen W. Dunn is the owner of certain real property set forth in Exhibit A, and identified as Parcel 6, by virtue of a Deed of record at Instrument Number 200807220111875, Recorder's Office, Franklin County, Ohio; and

After Recording Return to:

Vorys, Sater, Seymour and Pease Box: T.Ross

(iv) Elaine M. Altmaier is the owner of certain real property set forth in Exhibit A, and identified as Parcel 10, by virtue of a Deed of record in Official Record Volume 9285C12, Recorder's Office, Franklin County, Ohio

Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 are sometimes hereinafter referred to individually as a "Parcel" and collectively as "Parcels".

B. Owners:

The fee simple owners of the Parcels are individually, an "Owner", and collectively, the "Owners", and in the event that any Parcel is subdivided into two or more tracts, each such tract shall be a "Parcel" and the owner of the fee simple estate therein shall be an "Owner." In the event that a Parcel is owned by more than one individual, trust entity or other person (each, a "Person" and collectively, "Persons"), all such Persons in the aggregate shall be a single Owner, and the decision of a majority of such Persons shall be the decision of the Owner of such Parcel for the purposes of this Agreement.

C. Vacation of West Park Lane:

The Franklin County Commissioners have agreed to cause the vacation of West Park Lane as depicted on the drawing attached hereto as Exhibit B (the "Access Road") which abuts the Parcels by a Resolution. For the purpose of this Agreement, each Parcel shall include that portion of the Access Road which reverts to that Parcel as a result of the vacation of West Park Lane.

WHEREAS, as the result of said vacation of West Park Lane the Owners desire to have a common private driveway over the Access Road for the convenience and benefit of themselves, their successors and assigns, and their respective employees, agents, customers, tenants, subtenants, contractors, licensees, guests and invitees (each, a "Permittee").

WHEREAS, the Owners have agreed to grant certain easements over and to impose certain other obligations in respect of, each of the Parcels. Thus, the Owners propose, by this Agreement, to evidence and set forth herein their respective rights and obligations with respect to such matters.

Agreement

NOW, THEREFORE, in consideration of the premises, as set forth in the foregoing Background Information and Preliminary Statements, and of the mutual promises herein set forth, and for \$10.00 and other good and valuable consideration paid, the Owners do hereby grant and convey to each other the following easements and do hereby make the following related agreements on and subject to the following terms, conditions, covenants, and provisions, intending to be legally bound hereby:

## ARTICLE I

Grant of Easements

Section 1.01. Access Easement. Each Owner hereby grants to each other Owner, and their successors and assigns, as an easement appurtenant to each grantee Owner's Parcel, a non-exclusive, permanent easement and right-of-way in, on, over, across and through that portion of the Access Road located on the granting Owner's Parcel, for the purpose of pedestrian and vehicular ingress to and egress from the Parcels to Clark State Road, a public roadway.

Section 1.02. Access Road Maintenance. In connection with the overall maintenance and repair of the Access Road (including, without limitation, snow removal as necessary), there shall be appointed a "Maintenance Owner" to serve, subject to Section 1.04, as long as he is alive, not under any infirmity, a resident of one of the Parcels and willing to so serve. James R. Dunn is hereby appointed as the initial Maintenance Owner. The Maintenance Owner will be responsible in his or her reasonable judgment for all maintenance and repair of the Access Road; provided, however, that the Maintenance Owner shall not be liable to the Owners for damage or injury that they may suffer due to the acts or omissions of the Maintenance Owner so long as the Maintenance Owner acts in good faith in what he or she believes to be the best interest of the Owners. All Owners shall reimburse or ensure the reimbursement of the Maintenance Owner in an amount equal to (i) the actual out-of-pocket cost of maintaining and repairing the Access Road, divided by (ii) the total number of Parcels other than Parcel 10 so long as the Owner of Parcel 10 is Elaine M. Altmaier and Parcel 10 is not improved with a home or other substantial improvement; provided, however, that so long as the Owner of Parcel 10 is Elaine M. Altmaier and Parcel 10 is not improved with a home or other substantial improvement, the Owner of Parcel 10 (Elaine M. Altmaier) shall not be responsible for reimbursing or ensuring the reimbursement of the Maintenance Owner for any maintenance or repair of the Access Road. Such reimbursement shall be due within thirty (30) days after the receipt by each Owner of an itemized statement setting forth the costs incurred in the maintenance and repair of the Access Road by the Maintenance Owner. Notwithstanding the foregoing, excluding routine maintenance of up to Five Thousand Dollars (\$5,000.00) annually, and reasonable snow plowing, in the event that any single maintenance or repair item with respect to the Access Road is estimated to exceed the sum of Five Thousand Dollars (\$5,000.00), the Maintenance Owner shall, prior to commencing such item of maintenance and repair, obtain the consent and approval to such maintenance and repair of a majority of the Owners. Upon receipt of such consent and approval, the Maintenance Owner is authorized and directed to complete such maintenance and repair item and all Owners shall reimburse or ensure the reimbursement of the Maintenance Owner for such costs and expenses in accordance with the terms and conditions of this Section 1.02. Notwithstanding the foregoing to the contrary, it is understood that Donald G. Dunn (the current resident of Parcel 2) and James R. Dunn (the spouse of the Owner of Parcel 6) desire to repair and re-pave the Access Road promptly after the execution of this Agreement and all Owners agree that the Owners of Parcel 2 and Parcel 6 shall pay or ensure the payment of such repair and re-paving. Further, notwithstanding the foregoing to the contrary, in the event that an Owner or its Permittee causes damage to the Access Road, such Owner shall be solely responsible for the cost of any necessary repairs.

Section 1.03. Construction Activities. All construction activities undertaken by the Maintenance Owner pursuant to or as authorized by this Agreement shall be conducted in a good and workmanlike manner and so as to reasonably minimize interference with the other Owners' use of the Access Road.

All construction activities undertaken by any other Owner with respect to such Owner's Parcel shall also be conducted so as to reasonably minimize interference with the other Owners' use of the Access Road.

Section 1.04. Successor Maintenance Owner. The Owners may, from time to time and at any time, by majority consent and approval of the Owners, remove the then existing Maintenance Owner from that position and appoint a successor Maintenance Owner who must be an Owner or the spouse of an Owner with a home or other substantial improvement on a Parcel, and who shall have all of the powers of the Maintenance Owner provided hereby.

ARTICLE II

Insurance

Each Owner shall, at its own expense, obtain, carry and keep in force comprehensive general liability insurance against any liability or claim for personal injury, wrongful death or property damage for which such Owner is responsible to any other Person under this Agreement or by law, including coverage for any activity on that portion of the Access Road which is located on such Owner's Parcel. Such insurance shall be underwritten by financially responsible insurers authorized to transact insurance business in the State of Ohio, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Upon request, each Owner shall provide to a requesting Owner reasonable evidence of coverage.

ARTICLE III

Real Property Taxes

Each Owner shall be responsible for all real property taxes and assessments which are levied against its Parcel.

ARTICLE IV

Defaults and Remedies

Section 4.01. Defaults. If any Owner (the "defaulting party") should fail to perform any of its obligations under this Agreement within a period of 30 days after the giving of written notice thereof by or on behalf of the Maintenance Owner or a majority of the Owners (the "non-defaulting parties"), then the defaulting party shall be in default under this Agreement; provided that if the obligation is not a payment default and cannot, with due diligence, be reasonably performed within such 30-day period, then such default shall be deemed to have been cured if the defaulting party commences such performance within such 30-day period and proceeds with due diligence to complete the same and does complete the same within a reasonable time.

Section 4.02. Remedies.

(a) Generally. If a default has occurred and is not cured within the time period specified in this Article, then the non-defaulting parties shall have all of the rights and remedies afforded to them by law and also all of the rights and remedies set forth herein (whether or not they are expressly provided by

statute or recognized by judicial precedent), any one or more of which may be exercised and enforced independently or concurrently, without further notice to the defaulting party and without waiving any of the non-defaulting parties' other rights and remedies, and all of which shall, to the extent applicable, survive the termination of any right granted in this Agreement.

(b) Cure. The non-defaulting parties may cure any default of the defaulting party under this Agreement; and if the non-defaulting parties should do so, then they shall be entitled to be reimbursed for all costs and expenses reasonably incurred by them in connection therewith, from either the defaulting party, its contractors or its insurance carriers.

(c) Civil Actions. The non-defaulting parties may sue the defaulting party for the specific performance of any obligation undertaken by the defaulting party in this Agreement, for injunctive or other equitable relief, or for damages in any court of competent jurisdiction.

(d) Lien. All amounts due under this Agreement shall constitute both a personal, joint and several obligation of the defaulting party and a charge and continuing lien against the Parcel(s) owned by the defaulting party. The non-defaulting parties may also record a certificate of lien in the Office of the Recorder of Franklin County, Ohio against the Parcel(s) owned by the defaulting party if such amounts remain unpaid thirty (30) days after a second (2<sup>nd</sup>) notice from or on behalf of the Maintenance Owner or the non-defaulting parties that such amount is past due. Any lien recorded pursuant to this Agreement shall secure payment of all past due amounts until paid in full. Such certificate of lien shall contain a description of the Parcel against which the lien exists, the name of the Owner thereof and the amount due and owing. Anytime thereafter the holder of such lien may bring an action to foreclose the lien and/or a suit on the personal obligation of the Owner of such Parcel. The lien provided for herein shall be subject and subordinate to the lien of any duly-executed first mortgage and to any easement affecting the property to which such lien applies unless the amounts due are secured by a certificate of lien which is recorded in the Office of the Recorder of Franklin County, Ohio pursuant to this section prior to the recording of any such aforesaid first mortgage or easement.

4.03. Breach Shall Not Permit Termination. No breach of this Agreement shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement, and such limitations shall not affect in any manner any of the rights or remedies which the Owners may have by reason of any breach of this Agreement.

## ARTICLE V

### Notices: Notice of Transfer

Section 5.01. Notices. Any notice or other communication required or permitted to be given to an Owner under this Agreement shall be in writing and shall be given by one of the following methods to such party at the address set forth at the end of this Section: It may be sent by registered or certified United States (U.S.) mail, return receipt requested and postage prepaid, or delivered in person or by courier, telecopier, interconnected computers or e-mail, or any other means for transmitting a written communication. Any such notice shall be deemed to have been given as follows: (i) when sent by registered or certified U.S. mail, as of the fourth business day after it was mailed, and (ii) when sent or delivered by any other means, upon receipt. Any Owner may change its address for notice by giving written notice thereof to the other Owners. The address of each Owner for notice initially is as follows:

Tom Mitevski, Trustee of the Donald G. Dunn Irrevocable Trust, dated December 29, 2012  
Plaskolite, Inc.  
1770 Joyce Avenue  
Columbus, OH 43219-1026

James R. Dunn  
Plaskolite, Inc.  
1770 Joyce Avenue,  
P.O. Box 1497,  
Columbus, Ohio 43216-1497  
D. Gardner Dunn, Jr.,  
1770 Joyce Avenue,  
P.O. Box 1497,  
Columbus, Ohio 43216-1497

Nancy Dunn Byers  
11245 Hollow Road  
Pataskala, Ohio 43062

Andrew A. Dunn  
Plaskolite, Inc.  
1770 Joyce Avenue,  
P.O. Box 1497,  
Columbus, Ohio 43216-1497

James R. Dunn, Trustee of the Donald G. Dunn Seven-Year QPRT FBO Robert A. Dunn dated December 19, 1997  
Plaskolite, Inc.,  
1770 Joyce Avenue, P.O. Box 1497,  
Columbus, Ohio 43216-1497

Karen W. Dunn  
5065 Clark State Road  
Columbus, Ohio 43230

Elaine M. Altmaier  
457 Brookside Drive  
Columbus, Ohio 43209

Section 5.02. Notice of Transfer. If an Owner should transfer its interest in any portion of its Parcel to another Person, such Owner shall immediately notify the other Owners of such transfer and the address of the transferee in the manner provided in Section 5.01 hereof. If an Owner fails to notify the other Owners of a transfer of its interest in its Parcel, or fails to include the address of the transferee in a transfer notice, the other Owners may send notices hereunder to such transferee at the tax mailing address listed for such transferee on the books of the Franklin County Treasurer until such time as the transferee has notified the other Owners of a different notice address in the manner provided in Section 5.01 hereof.

ARTICLE VI

Miscellaneous Provisions

Section 6.01. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the Owners.

Section 6.02. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 6.03. Remedies Cumulative. All rights and remedies hereto enumerated in this Agreement shall be cumulative and none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised and enforced concurrently. No waiver of any

covenant or condition of this Agreement to be performed by any Owner shall constitute a waiver by the other Owners of any subsequent breach of such covenant or condition, or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement.

Section 6.04. Severability. If any provision of this Agreement or the application of any provision to any Person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other Person or circumstance, all of which other provisions shall remain in full force and effect.

Section 6.05. Amendments in Writing. No change, amendment, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party unless in writing and signed by a majority of the Owners.

Section 6.06. Covenants Run With the Land. It is intended that the covenants, easements, agreements, promises and duties of each Owner, as set forth in this Agreement, shall be construed as covenants and not as conditions and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenantor and the land or constitute equitable servitudes as between the Parcel of the respective covenantor, as the servient tenement, and the parcel of the respective covenantee, as the dominant tenement. Any Owner which is the subject hereof may grant the benefit of, or allow the use of, any right, easement or interest hereunder to any Permittee of any Owner from time to time; provided that any such Permittee shall look solely to such Owner, in each case, for the enforcement of the provisions of this Agreement.

Section 6.07. No Merger. All of the provisions of this Agreement are for the mutual benefit and protection of the present and all future Owners; and if there should at any time be common ownership of any of the Parcels (or any estate therein), then it is the intention of the Owners that there be no merger into the respective fee simple estates of the rights and benefits and the obligations and burdens of this Agreement, but rather that such rights and benefits and such obligations and burdens shall be separately preserved for the benefit of all future Owners of the fee simple estates in the Parcels.

Section 6.08. No Dedication. Nothing in this Agreement shall be deemed to constitute a gift, grant or dedication of any portion of the Parcels to the general public or for any public purpose; provided that the Owners or any of them shall have the right to extend the benefit of any of the easements granted herein to any governmental unit, public body and/or utility company for the purpose of the construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of utility lines and related facilities, but such grant shall be subject to the terms and conditions hereof and shall not unreasonably interfere with the rights and enjoyment of the other Owners.

Section 6.09. Termination of Liability Upon Transfer. If an Owner should transfer its fee simple interest in and ownership of all or any portion of any Parcel, then the liability of the transferor for the breach of any covenant or provision contained in this Agreement with respect to such transferred Parcel or portion thereof occurring after the date of such transfer shall automatically be terminated; and the transferee, by the acceptance of a conveyance of such fee simple interest, shall automatically be deemed to have accepted, assumed and agreed to observe or perform such covenant or provision after the date of such transfer, including, without limitation, the payment of any funds due at the time of transfer.

Section 6.10. Restoration. If, as a result of the exercise of any easement rights created under this Agreement, an Owner (or its Permittee) shall damage or disturb the improvements of another Owner, such Owner causing such damage or disturbance shall promptly repair or restore the Parcel of such other Owner to as nearly as reasonably possible the condition existing prior to such damage or disturbance.

Section 6.11. Estoppel Certificates. Upon the written request and at the expense of any Owner, the other Owners shall, within fifteen (15) days thereafter, submit a certified statement, in writing, to the requesting Owner or its designee that the provisions of this Agreement are in full force and effect and that there has been compliance with all terms and provisions hereof by the respective Owners, or if there are any such defaults or non-compliance, setting forth the nature of same.

Section 6.12. Complete Agreement. This Agreement, including the Preliminary Statements and the attached Exhibits, which are hereby incorporated herein, constitutes the complete and integrated agreement between the Owners with respect to the subject matter hereof, and it supersedes all previous negotiations and understandings, if any, between the Owners.

#### ARTICLE VII

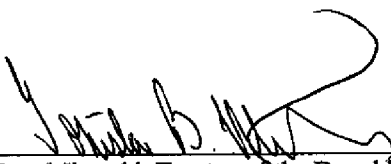
##### Dower

Section 7.01. Release of Dower. Karen A. Dunn, wife of James R. Dunn, Yvette L. Dunn, wife of D. Gardner Dunn, Jr., George W. Byers, III, husband of Nancy Dunn Byers, Diane L. Dunn, wife of Andrew A. Dunn and James R. Dunn, husband of Karen A. Dunn hereby release their dower interests in the Parcels for purposes of this Agreement

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and to be effective as of the Effective Date.

(Acknowledgement Page for Parcels 1, 3, 4, 5, 7, 8, 9 and 11)

  
Tom Mitevski, Trustee of the Donald G. Dunn Irrevocable Trust, dated December 29, 2012 (as amended)

STATE OF Ohio  
COUNTY OF Franklin, SS:

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 2013 by Tom Mitevski, Trustee of the Donald G. Dunn Irrevocable Trust, dated December 29, 2012 (as amended).

  
Notary Public




Allison McMillin  
Notary Public, State of Ohio  
My Commission Expires 10-24-2016

(Acknowledgement Page for Parcel 2)

James R. Dunn  
James R. Dunn

STATE OF Ohio  
COUNTY OF FranklinSS:


The foregoing instrument was acknowledged before me this 25 day of June, 2013 by James R. Dunn.

Janice Campana  
Notary Public  
JANICE CAMPANA  
Notary Public, State of Ohio  
My Commission Expires 10-07-2013

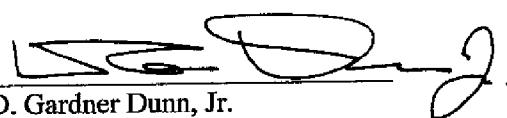
Karen W. Dunn  
Karen W. Dunn

STATE OF Ohio  
COUNTY OF FranklinSS:

The foregoing instrument was acknowledged before me this 25 day of June, 2013 by Karen W. Dunn.

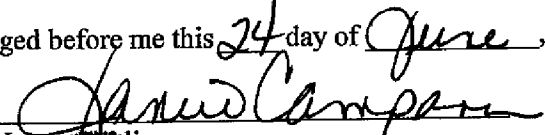

Janice Campana  
Notary Public  
JANICE CAMPANA  
Notary Public, State of Ohio  
My Commission Expires 10-07-2013

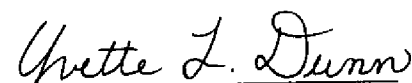
(Acknowledgement Page for Parcel 2)

  
D. Gardner Dunn, Jr.

STATE OF Ohio  
COUNTY OF Franklin SS:

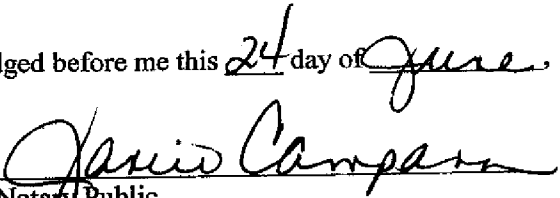

The foregoing instrument was acknowledged before me this 24 day of June,  
2013 by D. Gardner Dunn, Jr.

  
Notary Public  
 JANICE CAMPANA  
Notary Public, State of Ohio  
My Commission Expires 10-07-2013

  
Yvette L. Dunn

STATE OF Ohio  
COUNTY OF Franklin SS:

The foregoing instrument was acknowledged before me this 24 day of June,  
2013 by Yvette L. Dunn.

  
Notary Public  
 JANICE CAMPANA  
Notary Public, State of Ohio  
My Commission Expires 10-07-2013

(Acknowledgement Page for Parcel 2)

Nancy Dunn Byers  
Nancy Dunn Byers

STATE OF Ohio  
COUNTY OF Franklin, SS: [Redacted]

The foregoing instrument was acknowledged before me this 25 day of JUNE, 2013 by Nancy Dunn Byers.



[Signature]  
Notary Public  
JOHN M. LEWIS  
Notary Public, State of Ohio  
My Commission Expires  
08-22-2016

[Signature]  
George W. Byers, III

STATE OF Ohio  
COUNTY OF Franklin, SS: [Redacted]

The foregoing instrument was acknowledged before me this 25 day of JUNE, 2013 by George W. Byers, III.



[Signature]  
JOHN M. LEWIS Notary Public  
Notary Public, State of Ohio  
My Commission Expires  
08-22-2016

(Acknowledgement Page for Parcel 2)

Andrew A. Dunn  
Andrew A. Dunn

STATE OF Ohio  
COUNTY OF Franklin, SS:

The foregoing instrument was acknowledged before me this 21 day of June  
2013 by Andrew A. Dunn.



JANICE CAMPANA  
Notary Public, State of Ohio  
My Commission Expires 10-07-2013

Janice Campagna  
Notary Public

Diane L. Dunn  
Diane L. Dunn

STATE OF Ohio  
COUNTY OF Franklin, SS:

The foregoing instrument was acknowledged before me this 21 day of June  
2013 by Diane L. Dunn.



JANICE CAMPANA  
Notary Public, State of Ohio  
My Commission Expires 10-07-2013

Janice Campagna  
Notary Public

(Acknowledgement Page for Parcel 2)

*James R. Dunn, Trustee*  
James R. Dunn, Trustee of the  
Donald G. Dunn Seven-Year QPRT  
FBO Robert A. Dunn dated  
December 19, 1997

STATE OF Ohio  
COUNTY OF Franklin SS:

The foregoing instrument was acknowledged before me this 25 day of June,  
2013 by James R. Dunn, Trustee of the Donald G. Dunn Seven-Year QPRT FBO Robert A. Dunn dated  
December 19, 1997.

*Jance Campana*  
Notary Public




JANCE CAMPANA  
Notary Public, State of Ohio  
My Commission Expires 10-07-2013

(Acknowledgement Page for Parcel 6)

Karen W. Dunn  
Karen W. Dunn

STATE OF Ohio  
COUNTY OF Franklin, SS:


The foregoing instrument was acknowledged before me this 25 day of June 2013 by Karen W. Dunn.

Janice Campagna  
Notary Public  
 JANICE CAMPANA  
Notary Public, State of Ohio  
My Commission Expires 10-07-2013

James R. Dunn  
James R. Dunn

STATE OF Ohio  
COUNTY OF Franklin, SS:

The foregoing instrument was acknowledged before me this 25 day of June 2013 by James R. Dunn.

Janice Campagna  
Notary Public  
 JANICE CAMPANA  
Notary Public, State of Ohio  
My Commission Expires 10-07-2013

(Acknowledgement Page for Parcel 10)

Elaine M. Altmaier  
Elaine M. Altmaier

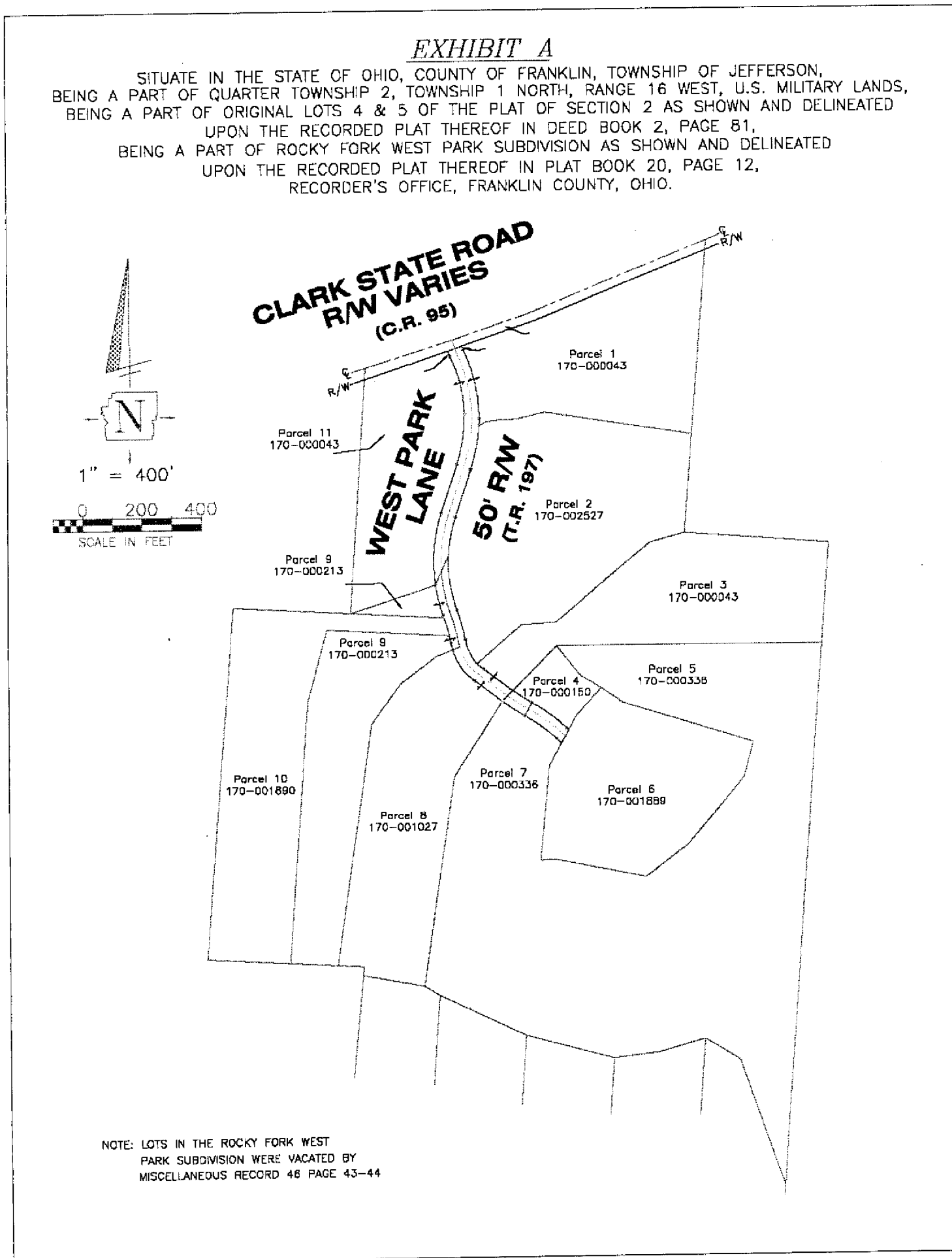
STATE OF MICHIGAN  
COUNTY OF MACKINAC, SS:

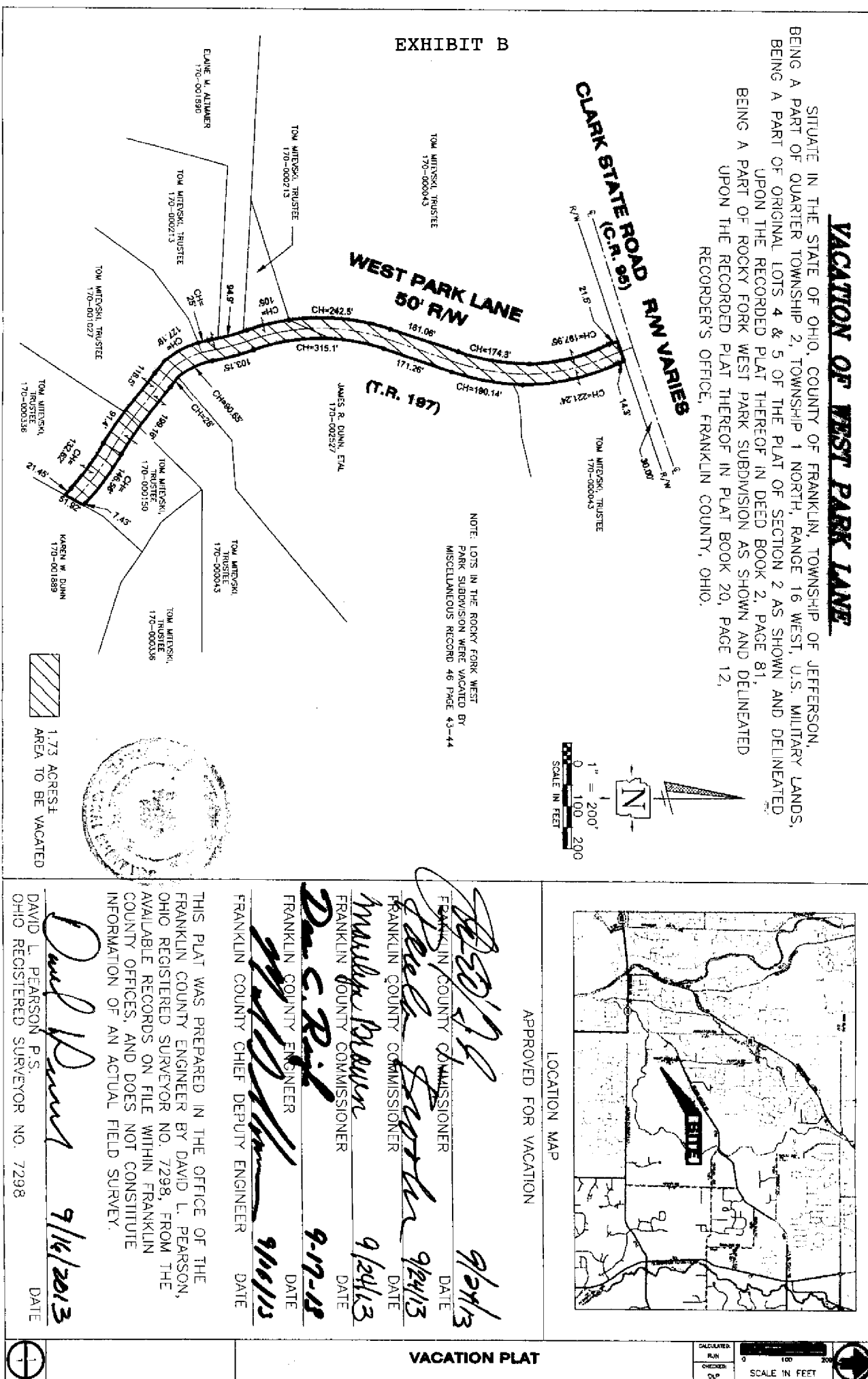
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June,  
2013 by Elaine M. Altmaier.

Melissa H. DeWick  
Notary Public

Melissa H. DeWick  
Notary Public - State of Michigan  
Mackinac County  
My Commission Expires August 17, 2018

This Instrument Prepared by:  
Webb I. Vorys, Esq.  
Vorys, Sater, Seymour and Pease LLP  
52 East Gay Street  
Columbus, Ohio 43215





FRANKLIN COUNTY COMMISSIONER  
 DATE 9/24/13

FRANKLIN COUNTY COMMISSIONER  
 DATE 9/24/13

FRANKLIN COUNTY COMMISSIONER  
 DATE 9-17-13

FRANKLIN COUNTY ENGINEER  
 DATE 9/16/13

FRANKLIN COUNTY CHIEF DEPUTY ENGINEER  
 DATE 9/16/13

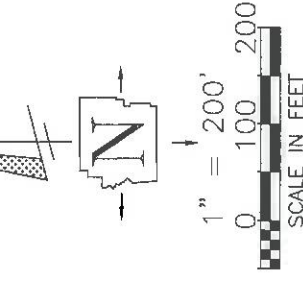
THIS PLAT WAS PREPARED IN THE OFFICE OF THE FRANKLIN COUNTY ENGINEER BY DAVID L. PEARSON, OHIO REGISTERED SURVEYOR NO. 7298, FROM THE AVAILABLE RECORDS ON FILE WITHIN FRANKLIN COUNTY OFFICES, AND DOES NOT CONSTITUTE INFORMATION OF AN ACTUAL FIELD SURVEY.

DAVID L. PEARSON P.S.  
 OHIO REGISTERED SURVEYOR NO. 7298  
 DATE 9/16/2013

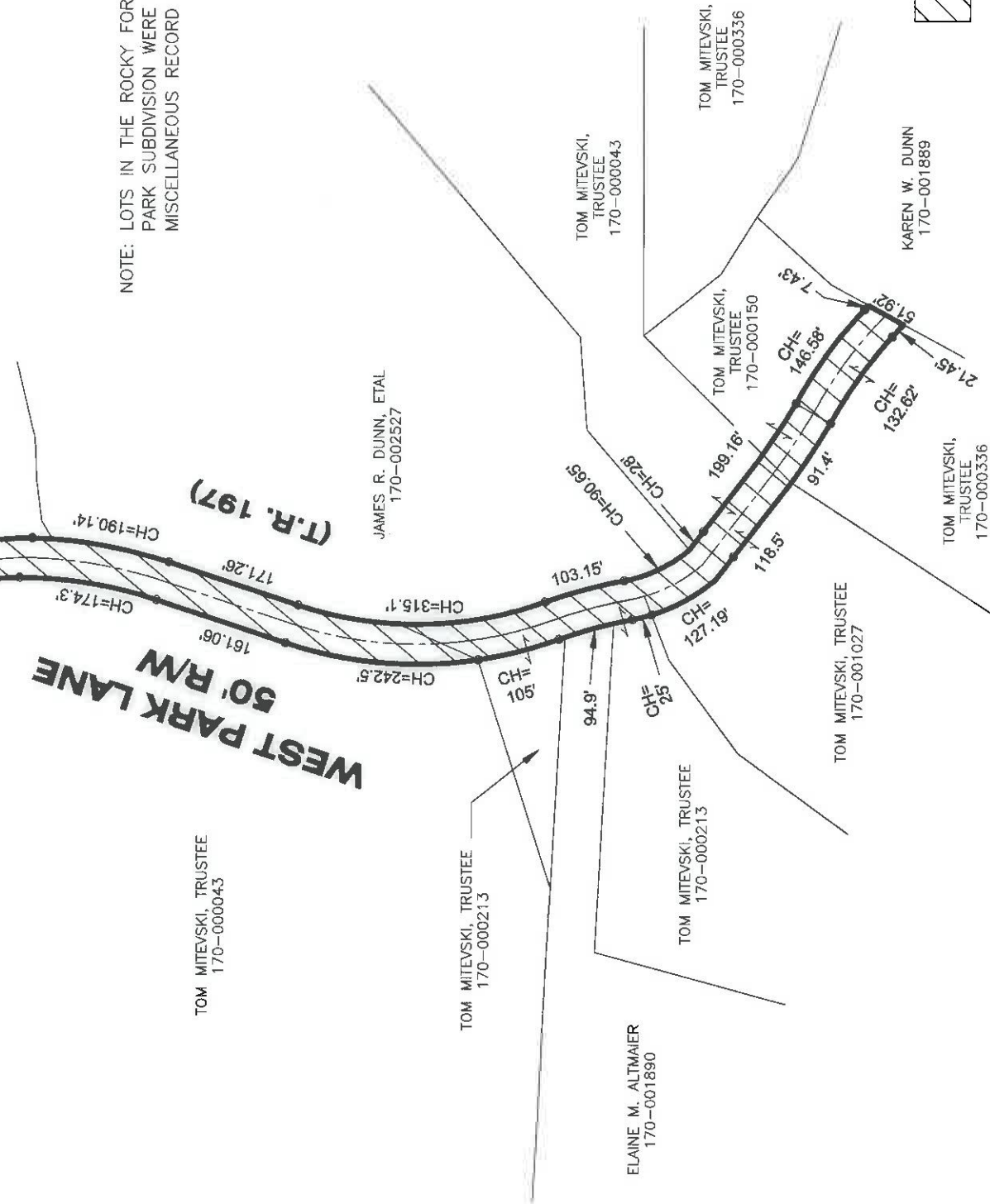
# VACATION OF WEST PARK LANE

SITUATE IN THE STATE OF OHIO, COUNTY OF FRANKLIN, TOWNSHIP OF JEFFERSON, BEING A PART OF QUARTER TOWNSHIP 2, TOWNSHIP 1 NORTH, RANGE 16 WEST, U.S. MILITARY LANDS, BEING A PART OF ORIGINAL LOTS 4 & 5 OF THE PLAT OF SECTION 2 AS SHOWN AND DELINEATED UPON THE RECORDED PLAT THEREOF IN DEED BOOK 2, PAGE 81, BEING A PART OF ROCKY FORK WEST PARK SUBDIVISION AS SHOWN AND DELINEATED UPON THE RECORDED PLAT THEREOF IN PLAT BOOK 20, PAGE 12, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

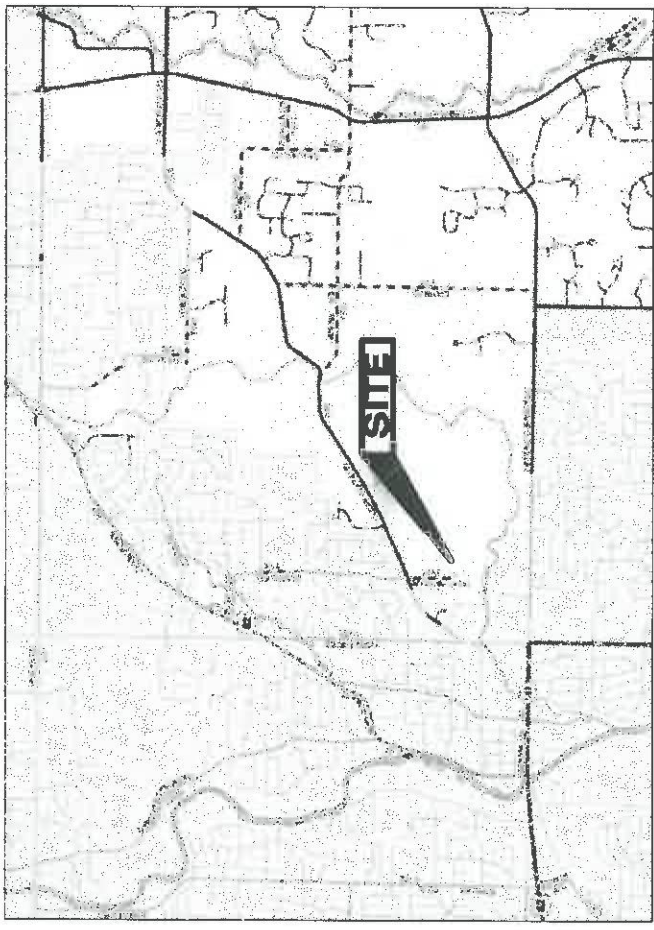
**CLARK STATE ROAD (C.R. 95)**  
**WEST PARK LANE**  
**50' RM**  
**RM VARIES**



NOTE: LOTS IN THE ROCKY FORK WEST PARK SUBDIVISION WERE VACATED BY MISCELLANEOUS RECORD 46 PAGE 43-44



1.73 ACRES±  
 AREA TO BE VACATED



LOCATION MAP

APPROVED FOR VACATION

<i>[Signature]</i>	DATE
FRANKLIN COUNTY COMMISSIONER	9/24/13
<i>[Signature]</i>	DATE
FRANKLIN COUNTY COMMISSIONER	9/24/13
<i>[Signature]</i>	DATE
FRANKLIN COUNTY COMMISSIONER	9/24/13
<i>[Signature]</i>	DATE
FRANKLIN COUNTY ENGINEER	9-17-13
<i>[Signature]</i>	DATE
FRANKLIN COUNTY CHIEF DEPUTY ENGINEER	9/16/13

THIS PLAT WAS PREPARED IN THE OFFICE OF THE FRANKLIN COUNTY ENGINEER BY DAVID L. PEARSON, OHIO REGISTERED SURVEYOR NO. 7298, FROM THE AVAILABLE RECORDS ON FILE WITHIN FRANKLIN COUNTY OFFICES, AND DOES NOT CONSTITUTE INFORMATION OF AN ACTUAL FIELD SURVEY.

*[Signature]* DATE  
 DAVID L. PEARSON P.S. 9/16/2013  
 OHIO REGISTERED SURVEYOR NO. 7298

VACATION PLAT

SCALE IN FEET  
 0 100 200  
 CALCULATED: R/JN  
 CHECKED: D/P

