#### **Review Meeting**

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Jeffery Fix called the meeting to order, and Commissioners Steve Davis and David Levacy were also in attendance. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Finance Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Amy Brown-Thompson; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Deputy JFS Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; Interim RPC Director, Holly Mattei; Budget Officer, Staci Knisley; Soil & Water Manager, Nikki Drake; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Brian Everitt and Brandy Marshall.

Virtual attendees: Lori Hawk, Beth Cottrell, Shelby Hunt, Lori Lovas, Ashley Arter, Belinda Nebbergall, Britney Lee, Tyler Sawmiller, Stacy Hicks, Tony Howard, Jessica Murphy, Jennifer Morgan, Alex Lape, Andrea Spires, Brian Wolfe, Frank, and Greg Forquer.

#### Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

#### Update, County Engineer, Jeremiah Upp

Engineer Upp provided an update on bridge repairs, completed construction in and around the intersections of Refugee and Pickerington Roads, and plans for a multi-use path in that same area.

Commissioner Fix spoke about his appreciation for the improvements to the Refugee and Pickerington Roads intersection and asked for a timeline for the multi-use path.

Engineer Upp stated he is hoping to start construction in 2026. The Engineer continued by showing work on Fosnaugh School Road and spoke about Force Accounts and how they have changed work that could otherwise be completed by his office.

Commissioner Levacy asked about the content of the pad underneath the Fosnaugh School Road box culvert.

Engineer Upp replied that the box culvert was sitting on a compacted stone pad. He then spoke about the Basil-Western Road improvements.

Commissioner Davis asked about existing traffic patterns along Basil-Western Road.

Engineer Upp explained that the timeline is impacted when Federal money is involved in the project.

Commissioner Fix spoke about the importance of parking lot access for local businesses who may be impacted by the Basil-Western Road project.

Engineer Upp stated there will be ample time for business owners to discuss access prior to the project.

#### Budget Update, Finance Director, Bart Hampson

Mr. Hampson provided a finance report on the results of the 1<sup>st</sup> quarter of 2025. He spoke on the financial analysis and reporting for the 1<sup>st</sup> quarter, and about the revenue and expenses of the General Fund. The report/PowerPoint is available in the minutes of April 29, 2025.

Commissioner Davis asked if there are any anomalies regarding the reported revenue.

Mr. Hamson stated there were not.

Commissioner Fix asked about the reported increase in fees and charges for services and Mr. Hampson replied that the increase is due to timing and is expected to report by year-end as budgeted.

Mr. Hamson stated that sales tax revenue is continuing to increase and spoke about the categories of fund expenses. He spoke about capital improvements and causes for increases in personal services. He reviewed the budget schedule for the remainder of 2025 and added that the 2026 budget schedule had been released.

The Commissioners thanked Mr. Hampson and Ms. Knisley for their continued work on the budgets.

#### **Public Comments**

Ray Stemen of Lancaster stated that local officials have a large responsibility to utilize public funds efficiently and provided a prayer for those decision makers.

Bryan Everitt of Lancaster, on behalf of the Carnation Solar Project, provided the April newsletter and stated that he is available for any questions people may have about the solar project.

#### Legal Update

Amy Brown-Thompson spoke about the resolution on the agenda regarding the lease and debt lease between Fairfield County and the Fairfield Medical Center (FMC). She stated it is a 20-year term lease and FMC has indicated they would like an additional 30-year lease.

Commissioner Davis asked for clarification on lease expenses.

Amy Brown-Thompson replied that the lease states that all additional expenses the county would incur would have to be reimbursed by FMC.

#### County Administration Update

- The County Administration Update was provided by the County Administrator, Aundrea Cordle, unless otherwise noted.

#### Week in Review

Rick Szabrak was listed as one of the Power 125

Rick Szabrak was recognized by Columbus Business First's as one of Central Ohio's 2025 most influential business leaders. The annual ranking of the region's 125 most influential executives, thought leaders, and influencers came out last week. Rick, like the

others who made the list, is leading conversations about Central Ohio's future. Congratulations to Rick, we look forward to hearing what you have to say next!

April is National County Government Month (NCGM)

April is National County Government Month, and we continue to highlight the vital role counties play in serving their residents. As we move into May, we recognize two important observances: Mental Health Awareness Month and Supervised Visitation Awareness Month. This month, we're proud to spotlight the work of Fairfield County ADAMH and the Fairfield County Visitation Center—two agencies making a lasting difference in our community.

The Fairfield County ADAMH Board is dedicated to raising awareness about mental health and breaking the stigma that surrounds it. Their ongoing mission is to enhance community well-being by addressing mental health challenges and substance use disorders—during May and all year long.

Supervised Visitation Awareness Month brings attention to the crucial services that provide a safe, neutral setting for children to maintain relationships with non-custodial parents. The Fairfield County Visitation Center plays a key role in supporting families during difficult times, helping to ensure children's safety and emotional well-being. The Visitation Center is getting painted this week.

We commend the dedication of these agencies—and many others in Fairfield County—who support children, adults, and families affected by mental health challenges, substance abuse, and the absence of a safe home. Their work strengthens our community and brings hope to those who need it most.

#### **Evening Meeting**

The May 13<sup>th</sup> Commissioners' Meeting will be at 7:00 p.m. at the Wigwam Event Center in Violet Township.

#### Transit Rebranding Ribbon Cutting

The Ribbon Cutting for the rebranding of Transit will be this afternoon from 3:30-4:30 p.m. in the JFS parking lot. Rain is not expected until 7:00 p.m. but please join us rain or shine. Commissioner Davis will be playing an important role in the unveiling.

#### Issue 2 Yard Signs

Yard signs are still available. Voting is May 6<sup>th</sup>.

#### **Highlights of Resolutions**

#### Administrative Approvals

The review packet contains a list of administrative approvals.

#### Resolution Review

There are 16 resolutions on the agenda for the Regular voting meeting.

#### Resolutions of note:

- The first resolution on the agenda is for an amendment to the 2013 base lease and lease between Fairfield County and FMC. This amendment will allow for the release of the Harcum House property, which is a part of the 2013 lease.
- There are two resolutions for Economic and Workforce Development to appointment members to the Area 20/21 Workforce Development Board. One resolution appoints Josh Renison to replace Stephen Carson effective July 1, 2025, and the other reappoints Katie Karwatske.

Mr. Szabrak stated there are two representatives from the state on the Workforce Development Board.

The Engineer's Office has 5 resolutions. One to appropriate from unappropriated.
 Two resolutions to approve the contract with BUD's Inc., and the notice to commence for two bridge replacements. And two resolutions to approve agreements to cooperate with the Director of Transportation for roundabouts at SR158 and Cooppath and SR204 and Tollgate.

Engineer Upp stated that ODOT received \$86M for the future widening of SR33 from I-270 to Diley Rd. This will benefit all southeastern Ohio. We found out yesterday that we received a grant to replace a bridge just outside of Baltimore and a grant to help with the salt barn.

• Regional Planning has a resolution for the approval of the final acceptance of the Spring Creek Subdivision Section 3-1B public improvements.

#### Calendar Review/Invitations Received

- The review of the calendar, invitations received, and correspondence were provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen.
  - ADAMH Annual Dinner, April 29, 2025, 5:30 p.m., Crossroads, 2095 W. Fair Ave., Lancaster
  - Governor's Reception Celebrating Ohio's County Elected Officials, May 1, 2025,
     5:00 p.m., The Governor's Residence, 358 N. Parkview Ave., Columbus
  - Fairhope Celebrates Life, May 1, 2025, 5:30 p.m., The Mill Event Center, 431 S. Columbus St., Lancaster
  - F.O.P. Forest Rose Lodge 50 Fallen Officer Memorial Service, May 7, 2025,
     11:00 a.m., Lancaster Downtown Gazebo, Intersection of Main St. and Broad St.,
     Lancaster
  - Fairfield Medical Center Foundation's Annual Legendary Philanthropist Award, May 12, 2025, 4:00 p.m., Fairfield Medical Center, South Lobby, 401 N. Ewing St., Lancaster
  - Fairfield County Workforce Center, Pre-Apprentice Graduation, May 15, 2025, 11:30 a.m., Workforce Center, 4465 Coonpath Rd. NW, Carroll

 American Legion Post 283 Dedication of Corporal David A. Johnson Memorial Highway, May 22, 2025, 1:00 p.m., Refugee Rd., Pickerington

#### Correspondence

- Letter from Senator Tim Schaffer, April 2025, Regarding Pending Legislation
- Email from Marilyn Boyd, Bremen Chamber of Commerce Trustee, Thanking Commissioner Fix for Speaking at Chamber Luncheon
- Correspondence Regarding Industrial Solar Projects
- Letter from the Evergreen Real Estate Group, April 14, 2025, Regarding Green Oaks of Canal Winchester, LLC

#### Updates from Elected Officials and Department Heads

Nikki Drake stated that the Earth Day celebration was a success despite the weather.

Auditor Brown extended her appreciation of IT for their continued efforts in advancing technological initiatives within the Auditor's Office. As this year marks a sexennial update, the office has experienced heightened activity. The office has updated its fact sheets and informational videos and has received a substantial number of applications for the owner occupancy credit.

Director Szabrak stated that a grant was received from Google for \$139,000 for the Workforce Center and Community Action. The grant will assist Community Action with the weatherization of homes and the HVAC students at the Workforce Center will have the opportunity to learn about weatherization through the grant.

Director Neeley thanked people for helping with the new badge recredentialing.

Director Clark stated that JFS is hoping to have their first placement in July at the new Galia County facility.

#### Old Business

Commissioner Davis stated that the county has held productive conversations and a saw demo from Uber to accelerate the county's ability to provide transportation services to all parts of the county. The intention is to provide those on-demand services at any time of the day.

Commissioner Levacy stated that the Veterans Hall of Fame continues to progress and thanked Bryan Everitt for assisting the organization.

Commissioner Fix spoke about speaking at the April Bremen Chamber of Commerce luncheon and added that he enjoyed hearing their updates.

#### **New Business**

Commissioner Davis stated his excitement about that afternoon's unveiling of the new transit rebranding.

#### Regular (Voting) Meeting

The Commissioners continued to the voting portion of the meeting with the following Commissioners present: Jeff Fix, Steve Davis, and David Levacy. County employees in attendance: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Finance Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Amy Brown-Thompson; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Deputy JFS Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; Interim RPC Director, Holly Mattei; Budget Officer, Staci Knisley; Soil & Water Manager, Nikki Drake; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Brian Everitt and Brandy Marshall.

Virtual attendees: Lori Hawk, Beth Cottrell, Shelby Hunt, Lori Lovas, Ashley Arter, Belinda Nebbergall, Britney Lee, Tyler Sawmiller, Stacy Hicks, Tony Howard, Jessica Murphy, Jennifer Morgan, Alex Lape, Andrea Spires, Brian Wolfe, Frank, and Greg Forquer.

#### Announcements

None.

#### Approval of Minutes for April 22, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, April 22, 2025, meeting.

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

### Approval of a Resolution from the Fairfield County Commissioners

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Commissioners:

2025-04.29.a

A Resolution Authorizing the Execution and Delivery of a First Amendment to Base Lease Dated as June 1, 2013, and a First Amendment to Lease Dated as June 1, 2013, Both Between the County of Fairfield Ohio and Fairfield Medical Center, in Connection with the Release of Certain Property from Such Base Lease and Lease; and Authorizing other Documents in Connection Therewith

Commissioner Fix asked if all the supporting documentation in the resolution was up to date.

Amy Brown-Thompson stated that the resolution is as it needs to be as long as the additional documentation from Dinsmore was added into the supporting documentation.

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

#### Approval of a Resolution from the Fairfield County Auditor - Finance

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Auditor - Finance:

2025-04.29.b A resolution authorizing a fund to fund transfer. Auditor – Fund 1080

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### Approval of a Resolution from the Fairfield County Board of Elections

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Board of Elections:

2025-04.29.c A Resolution to Appropriate from Unappropriated in a Major Expenditure

Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary

**Election Funding** 

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### Approval of Resolutions from Fairfield County Economic & Workforce Development

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Economic & Workforce Development:

2025-04.29.d A resolution approving the ODJFS representative to the Area 20/21

Workforce Development Board(WDB)

2025-04.29.e A resolution approving the Opportunities for Ohioans with Disabilities

(OOD) representative to the Workforce Development Board (WDB)

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### Approval of Resolutions from the Fairfield County Engineer

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Engineer:

2025-04.29.f	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for travel reimbursement
2025-04.29.g	A Resolution to Approve the Notice to Commence for the PLE-32 & PLE-33 Bridge Replacements Project
2025-04.29.h	A Resolution to Approve the Contract with BUD's, Inc. for the PLE-32 & PLE-33 Bridge Replacements Project.

A resolution to approve an agreement to cooperate with the Director of Transportation.

Regular Meeting #18 - 2025 - April 22, 2025

2025-04.29.j

A resolution to approve an agreement to cooperate with the Director of Transportation

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

### Approval of a Resolution from Fairfield County Facilities

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Facilities:

2025-04.29.k

A Resolution Authorizing the Approval of a Lease Agreement with Lancaster-Fairfield Community Action Agency for office space at The Tussing Road Government Services Center

Administrator Cordle stated that Community Action will be leasing a small area of the building on Tussing Road.

Commissioner Davis asked what other services are in that building.

Administrator Cordle stated that the Health Department uses the building for their WIC program.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

### Approval of Resolutions from Fairfield County Job and Family Services

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Job and Family Services:

2025-04.29.1

A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo

expenditure for fund# 2072 Public Children's Services

2025-04.29.m

A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo

expenditure for fund# 2072 Public Children's Services

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

### Approval of a Resolution from Fairfield County Law Library

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Law Library:

2025-04.29.n

A Resolution to Appropriate from Unappropriated Funds for the Fairfield County Law Library Resources Board (Fund 2761)

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

### Approval of a Resolution from the Fairfield County Regional Planning Commission

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Regional Planning Commission:

2025-04.29.o

A resolution to approve Final Acceptance of the Spring Creek Subdivision Section 3-1B Public Improvements

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### Approval of the Payment of Bills

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution for the Payment of Bills:

2025-04.29.p

A resolution authorizing the approval of payment of invoices for departments that need the Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### **Executive Session**

On the motion of Steve Davis and the second of David Levacy, the Board of Commissioners voted to go into executive session to discuss the acquisition or sale of property at 10:08 a.m.

Commissioner Davis asked that the following people be included in the executive session: The County Commissioners, County Administrator, Deputy County Administrator, Clerk to the Board of Commissioners, a representative from the Prosecutor's Office, and the Facilities Director.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis, David Levacy, and Jeff Fix

Executive session began at 10:15 a.m.

On the motion of Steve Davis and the second of David Levacy, the Board of Commissioners voted to leave executive session at 10:43 a.m.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis, David Levacy, and Jeff Fix

#### Adjournment

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:43 a.m.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, May 6, 2025, Commissioners' Hearing Room, 210 E. Main St, Lancaster, OH.

Regular Meeting #18 - 2025 – April 22, 2025

Motion by: David Levacy

Seconded by: Steve Davis

that the April 29, 2025, minutes were approved by the following vote:

YEAS: David Levacy, Steve Davis, and Jeff Fix

ABSTENTIONS:

NAYS: None

\*Approved May 6, 2025

Commissioner

Steve Davis Commissioner David Levacy Commissioner

Rochelle Menningen, Clerk

- 10 -



### REVIEW AGENDA

#### BOARD OF COMMISSIONERS

Commissioners: Steven A. Davis Jeffrey M. Fix David L. Levacy

Tuesday, April 29, 2025 9:00 a.m. County Administrator
Aundrea N. Cordle

**Deputy County Administrator**Jeffrey D. Porter

#### 1. Review

Purpose of Review Meeting: To prepare for formal actions of county business, such as Commission resolutions; and to provide time for county leadership to connect about matters of county business.

Clerk Rochelle Menningen

- 2. Welcome
- 3. Update, County Engineer, Jeremiah Upp
- 4. Budget Update, Finance Director, Bart Hampson

#### 5. Public Comments

Purpose of Public Comments: This is a time for voters and taxpayers (members of the public) to provide comments. There is a time limit of 3 minutes. While this is a time for comments to be provided, it is not a time for questions and answers. The Commission has a full agenda of county business.

#### 6. Legal Update

#### 7. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
  - i. ADAMH Annual Dinner, April 29, 2025, 5:30 p.m., Crossroads, 2095 W. Fair Ave., Lancaster
  - ii. Governor's Reception Celebrating Ohio's County Elected Officials, May 1, 2025, 5:00 p.m., The Governor's Residence, 358 N. Parkview Ave., Columbus
  - iii. Fairhope Celebrates Life, May 1, 2025, 5:30 p.m., The Mill Event Center, 431 S. Columbus St., Lancaster
  - iv. F.O.P. Forest Rose Lodge 50 Fallen Officer Memorial Service, May 7, 2025, 11:00 a.m., Lancaster Downtown Gazebo, Intersection of Main St. and Broad St., Lancaster
  - v. Fairfield Medical Center Foundation's Annual Legendary Philanthropist Award, May 12, 2025, 4:00 p.m., Fairfield Medical Center, South Lobby, 401 N. Ewing St., Lancaster
  - vi. Fairfield County Workforce Center, Pre-Apprentice Graduation, May 15, 2025, 11:30 a.m., Workforce Center, 4465 Coonpath Rd. NW, Carroll

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### REVIEW AGENDA

#### BOARD OF COMMISSIONERS

Commissioners: Steven A. Davis Jeffrey M. Fix David L. Levacy

vii. American Legion Post 283 Dedication of Corporal David A. Johnston Memorial Highway, May 22, 2025, 1:00 p.m., Refugee Rd., Pickerington

County Administrator Aundrea N. Cordle

**Deputy County Administrator**Jeffrey D. Porter

Clerk

Rochelle Menningen

- e. Correspondence
  - i. Letter from Senator Tim Schaffer, April 2025, Regarding Pending Legislation
  - ii. Email from Marilyn Boyd, Bremen Chamber of Commerce Trustee, Thanking Commissioner Fix for Speaking at Chamber Luncheon
  - iii. Correspondence Regarding Industrial Solar Projects
  - iv. Letter from the Evergreen Real Estate Group, April 14, 2025, Regarding Green Oaks of Canal Winchester, LLC
- 8. Updates from Elected Officials and Department Heads
- 9. Old Business
- 10. New Business
- 11. Regular (Voting) Meeting
- 12. Adjourn
- 13. Transit Rebranding Ribbon Cutting, 239 W. Main St. Lancaster, 3:30 p.m. 4:30 p.m.

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#### ADMINISTRATIVE AUTHORITY ITEMS FAIRFIELD COUNTY COMMISSIONERS' OFFICE APRIL 21, 2025 TO April 27, 2025

#### Fairfield County Commissioners

	Turried doubtly definitioners
AA.04.22-2025.a	An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
AA.04.23-2025.a	An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$77,250 per invoice. [Commissioners]
	Fairfield County Facilities
AA.04.22-2025.b	An Administrative Approval for the Contract between Kalkreuth Roofing, and the Fairfield County Commissioners for roof repairs at the Workforce Center [Facilities]
AA.04.24-2025.d	An Administrative Approval for an Agreement for Construction Services at the Sheridan Center with Gutknecht Construction. [Facilities]
	Fairfield County Human Resources
AA.04.24-2025.a	An Administrative Approval to Approve Newly Hired Employees Under The Appointing Authority of The Fairfield County Board of Commissioners [Fairfield County Human Resources]
AA.04.24-2025.b	An Administrative Approval to Approve Newly Hired Employees Under The Appointing Authority of The Fairfield County Board of Commissioners [Fairfield County Human Resources]
	Fairfield County Job and Family Services
AA.04.24-2025.c	An Administrative Approval regarding Service Agreement between LexisNexis Risk Solutions and Job and Family Services, Child Protective Services Department [JFS]
	Fairfield County Regional Planning Commission
AA.04.25-2025.a	An Administrative Approval for an Ohio Community and Energy Assistance Network (OCEAN) User Agreement [Regional Planning Commission]



Please join us as we celebrate those who have a deep commitment and heart-felt dedication to philanthropy.

Award recipients have shown a selfless nature, proven record of exceptional generosity and a general spirit of philanthropy.

**Business Casual Attire** 

Recognition of awards will begin at 4 p.m.

Please RSVP by Friday, May 2 to: Tracy Kelly, 740-687-8105 or tracyk@fmchealth.org

Unable to attend? Please support the healing mission of the FMC Foundation through a recurring or one-time gift. https://www.fmchealth.org/foundation/740-687-8107





PLEASE JOIN US FOR OUR

### ANNUAL LEGENDARY PHILANTHROPIST AWARDS

MONDAY, MAY 12 AT 4:00 P.M.

FAIRFIELD MEDICAL CENTER
SOUTH LOBBY
401 N. EWING ST.
LANCASTER. OH 43130

Light Refreshments - Compliments of FMC Café



Please RSVP one of the following ways.

By the following link: <a href="https://tinyurl.com/WFC-Graduation-2025">https://tinyurl.com/WFC-Graduation-2025</a>

By QR code:



We look forward to seeing you at the event!!



#### Voice Message

Dear Rochelle Menningen,

You have a new voice message:

From: Main Line - DAVID ENGLAND (380) 228-5779

Received: Tuesday, April 22, 2025 at 10:03 AM

**Length:** 00:38

**To:** (740) 652-7090 \* 7893 Rochelle Menningen

#### Voicemail Preview:

"Hi, my name is David England. I am representing American Legion post 283 in Pickerington, and I would like to invite the Commissioners to a dedication of the Corporal David A. Johnson Memorial Highway, which is going to be on Refugee Road, on May 22nd at 1PM. You may call me back, please, at 614-738-3204. It is my cell phone and it is probably the easiest way to get a hold of me. Thank you."



**Ohio Senate** Senate Building Room 137, First Floor Columbus, Ohio 43215

614-466-8076 SD20@ohiosenate.gov Committees:

Agriculture and Natural Resources - Chair Insurance Rules and Reference Transportation Ways and Means Public Benefits Task Force -Co-Chair

#### Tim Schaffer State Senator 20th District

April 2025

Dear friend.

I am grateful for the honor of representing you in the Ohio Senate. This is a role that I take very seriously, and I am writing to you for your input. I have already introduced several bills to help Ohio, its citizens, and local businesses. Below is pending legislation that may benefit you and your business.

#### **Providing Property Tax Relief**

Senate Bill 66, sponsored by Senators Sandra O'Brien and George Lang, would provide much needed property tax relief to homeowners across Ohio by revising the 20-mill floor formula used by school districts. This is achieved by requiring the 20-mill floor formula to consider inside millage levied for purposes outside of current school district expenses, emergency and substitute levies, and school district income taxes. This will ensure that schools are being properly funded while giving taxpayers much needed relief. I am proud to be a co-sponsor of this legislation and worked extensively with Senator O'Brien on its development.

#### Supporting Families

Senate Bill 32, jointly sponsored by Senator Reynolds and me, would establish the Child Care Cred program to create a cost-sharing model to help parents enter the workforce while ensuring they can afford quality childcare. It is critical that we support our families as they seek to be part of Ohio's strong workforce, and this program will get us started down a path for success.

#### Teach Our Next Generation New Skills

Senate Bill 50 would provide flexibility for 14 and 15 year olds work schedules, without increasing daily or weekly work hours, if granted approval by their parents/guardians and school officials. Additionally, Senate Concurrent Resolution 3 urges Congress to make parallel changes. We have young people currently looking to gain new skills that will better their futures. This simple fix will allow them, with their parents' approval, to gain those skills.

As you know, local businesses are a driving force in our communities. I find it my duty to explore ways the state can make our communities a better and stronger place to operate a business and to live the American dream.

Please offer to me your advice on how we can create a better business environment for small, independent, local businesses to thrive. What can the State of Ohio do to make owning and operating your business easier, and foster expansion and growth?

Thank you for your time, please let me know your thoughts at (614) 466-8076 or sd20@ohiosenate.gov.

Sincerely,

**Tim Schaffer** State Senator

in Schaffer

From: Marilyn Boyd

To: <u>Menningen, Rochelle M</u>

Subject: [E] Bremen Chamber of Commerce

Date: Thursday, April 24, 2025 1:12:53 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

#### Rochelle,

Please extend our thanks to Commissioner Fix for speaking to the chamber today.

He was WONDERFUL! Thanks for your help too.

Marilyn Boyd

Bremen Chamber of Commerce Trustee

From: Fred

To: <u>Contact Web</u>

**Subject:** [E] Commissioners choice?

**Date:** Wednesday, April 23, 2025 5:27:02 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning. I live in Amanda Township and like the vast majority of others who live here I'm wholeheartedly against the solar project. All of our elected township trustees are also against it. However, I've heard that you county commissioners have not stated your positions on this enormous issue that OUR community in Amanda Township is overwhelmingly against. You can either be on the side of the people who live in Amanda Township or you can be on the side of the solar company who just wants to make money. What is your choice? I would like a response from each commissioner.

Fred

Green Oaks of Canal Winchester LLC Evergreen Real Estate Group 566 W Lake St. #400, Chicago, IL 60661 Jared Isenthal - jisenthal@evergreenreg.com

4/14/2025

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Bennett Niceswanger Clerk of the Board of Fairfield County Commissioners 210 East Main St., Room 301 Lancaster, OH, 43130

RE: Green Oaks of Canal Winchester

Dear Mr. Niceswanger:

The purpose of this letter is to apprise your office that Green Oaks of Canal Winchester MM LLC plans to be the managing member of a residential rental development located in or within a one-half mile radius of your political jurisdiction, and will submit an application to utilize the multifamily funding programs of the Ohio Housing Finance Agency (OHFA) for the development of this property.

The project proposed is the development of a new 120-unit Assisted Living Facility.

The proposed development will be financed with 4% LIHTC and publicly issued tax-exempt bonds.

Development Team:
Green Oaks of Canal Winchester MM LLC
Green Oaks of Canal Winchester LLC
The Douglas Company
Gardant Management Solutions

Project Address:

3639 Gender Rd, Canal Winchester, OH, 43110 in Franklin County.

Number of Units:

120

Program(s) to be utilized

in the Project:

4% LIHTC Program

Right to Submit Comments:

You have the right to submit comments to OHFA regarding the proposed project's impact on the community. Any objection to the project must be submitted in writing and signed by a majority of the voting members of the legislative body. Comments must be received by OHFA within 30 days of the mailing date of this notice.

The person to be notified at OHFA and their address is:

Director of Multifamily Housing Ohio Housing Finance Agency

2600 Corporate Exchange Drive, Suite 300

Columbus, Ohio 43231

OHFA will provide a written response to any objections submitted under the terms outlined above.

Sincerely,

Jared Isenthal

JAREO SENTARI

Vice President of Development 566 W Lake St., Suite #400, Chicago, IL 60661

317-517-1498

jisenthal@evergreenreg.com



## 2025 Quarter 1 Results

April 29, 2025

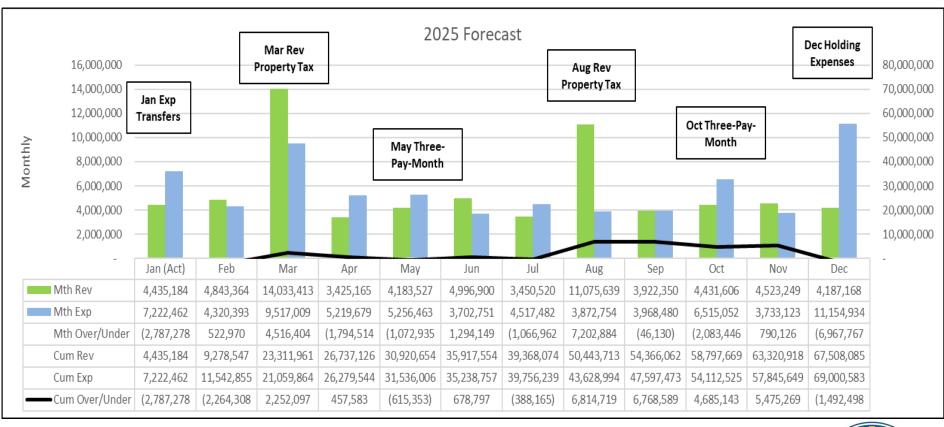


# Objectives

- Financial Analysis & Reporting
- General Fund Revenue and Expenses
- Sales Tax
- 2026 Budget
- Questions

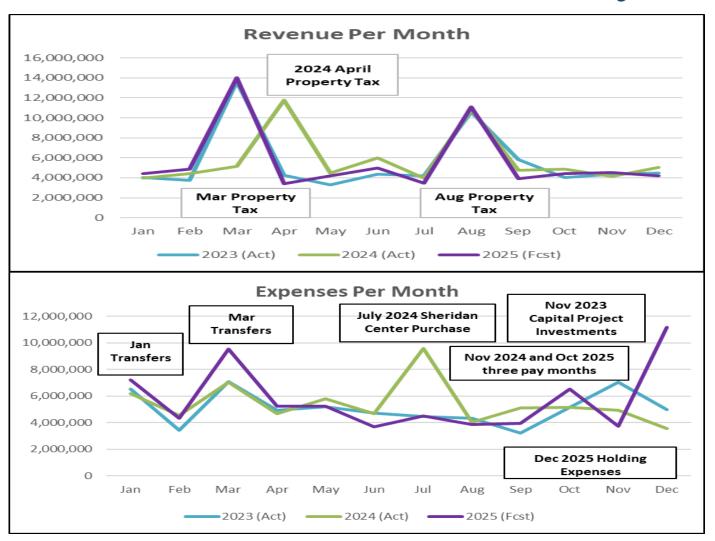


### Financial Forecast





# Financial Trend Analysis





## Financial Dashboards

		Fairfie	eld County	Overview			
		2025 Ge	neral Fun	d Dashboard			
Revised (Current) Budget	Current Budget	YTD Actual	Remaining	Total	Over/Under	Notes:	
Revenue	66,108,881	23,311,961	44,196,125	67,508,085	1,399,204		
Expense	70,810,401	21,059,864	47,940,719	69,000,583	(1,809,818)		
Over/Under (Revenue -Expense	(4,701,520)	2,252,097	(3,744,594)	(1,492,498)			
	2024 Actual	2	025 Est Cash	Notes:			
Estimated Unassigned Cash	20217(0:00)		023 230 00311		: Estimated asset	ts for Accounts Receiva	ble. Advances
Balance	(42,290,397)		(39,917,256)	out, Advances in, and I			•
% of Revenue	80,000,000 —	Budget Overview					
	70,000,000	66,108,881 6	67,508 6,108,881	3,085	68,479,647	0,810,401 69,000,583	
65.5%	60,000,000 —						
■ YTD Actual ■ Remaining	50,000,000 -						
TID Actual Remaining	40,000,000 —						
% of Expense	30,000,000 —			23,311,961			
30.5%	20,000,000 —						21,059,864
69.5%	10,000,000 —						
■ YTD Actual ■ Remaining	-		Revenue			Expense	
• FID Actual • Remaining		■ Original Budget ■ Revised Budget ■ Forecast ■ Actual					
Revenue by Category	Forecast	YTD Actual	Act % YTD	Expense by Category	Forecast	YTD Actual	Act % YTD
Casino	2,338,585	590,768	25.3%	Capital Outlay	3,137,770	708,369	22.69
Conveyance Fees	3,604,968	996,034	27.6%	Contractual Services	18,275,784	4,812,471	26.39
Fees & Charges for Services	6,054,612	2,559,684	42.3%	Fringe Benefits	10,049,191	2,360,671	23.59
Homestead Rollback	1,619,441	1,441	0.1%	Materials & Supplies	2,147,958	505,335	23.59
Investment Earnings	8,400,001	2,912,764		Other	225,639	166,714	73.99
Jail Rental Income	4,566	4,566	100.0%	Personal Services	25,410,174	5,693,631	22.49
Local Government	1,575,213	438,587	27.8%	Transfers	9,754,067	6,812,674	69.89
Property Taxes	13,910,696	7,765,348	55.8%	Expense Total	69,000,583	21,059,864	30.5%
Sales & Use Tax	30,000,000	8,042,766	26.8%	Notes:			
Title Surplus transfer, unclaimed		4	100.0%				
Revenue Total	67,508,085	23,311,961	34.5%	1			

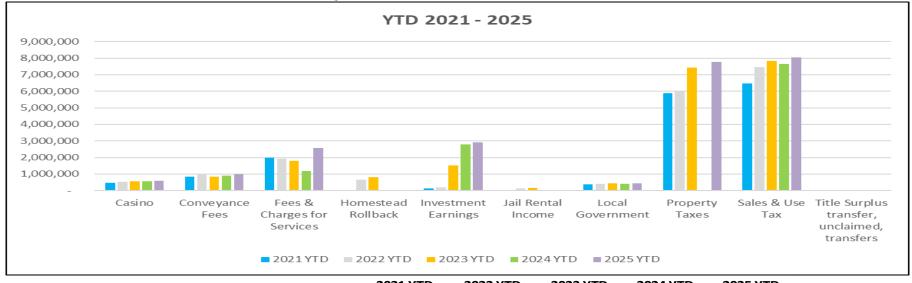
# 2025 Quarter 1 Results



## Explanation of Revenue Categories

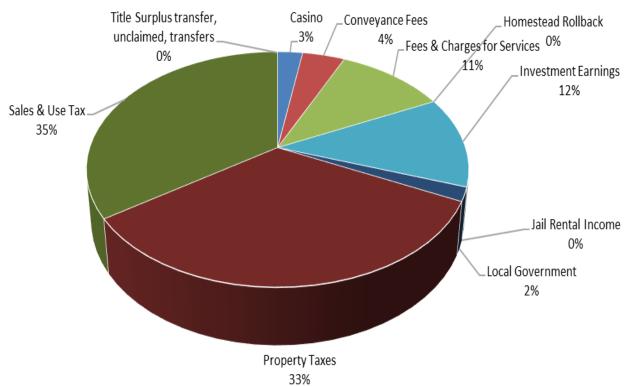
- Casino
  - Casino tax revenue
- Conveyance Fees
  - Property sales and transfers
- Fees & Charges for Services
  - General government, service charges, jail rental, and attorney fees, court fees
- Homestead Rollback
  - Reimbursement for lost tax revenue through Real Estate Property Tax Rollback and Homestead Exemptions are forms of property tax relief
- Investment Earnings
  - Investment revenue
- Jail Rental income
  - Jail rental revenue.
- Local Government
  - Local government revenue generated via income tax
- Property Taxes
  - Real Property or land and generally anything built on or attached to it. Manufactured homes taxes
- Sales & Use Tax
  - Applies to the retail sale, lease, and rental of tangible personal property as well as the sale of selected services in Ohio
- Transfers
  - Title Surplus transfer, unclaimed, transfers

# General Fund Q1 Revenues



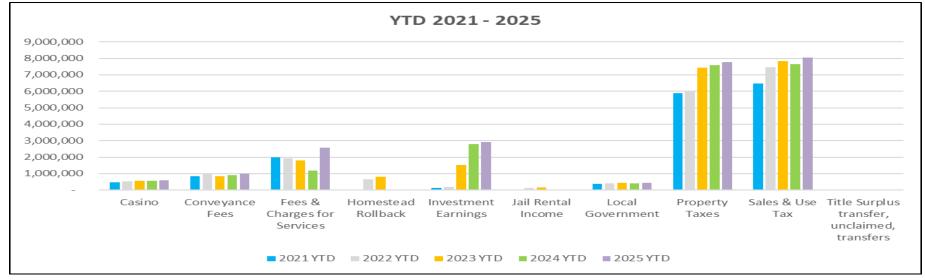
	2021 YTD	2022 YTD	2023 YTD	2024 YTD	2025 YTD
Casino	457,415	539,352	546,471	566,569	590,768
Conveyance Fees	826,570	958,093	830,028	890,979	996,034
Fees & Charges for Services	1,976,612	1,913,617	1,790,031	1,191,154	2,559,684
Homestead Rollback	-	655,167	821,328	-	1,441
Investment Earnings	143,155	197,233	1,510,650	2,793,609	2,912,764
Jail Rental Income	1,495	139,680	153,804	27,000	4,566
Local Government	372,160	401,388	422,636	403,830	438,587
Property Taxes	5,876,411	5,969,749	7,432,441	-	7,765,348
Sales & Use Tax	6,462,116	7,466,834	7,834,270	7,660,308	8,042,766
Title Surplus transfer, unclaimed, transfers	-	42,430	517	-	4
Grand Total	16,115,933	18,283,543	21,342,176	13,533,449	23,311,961

# General Fund 2025 Q1 Revenues





# General Fund Q1 Adj Revenues



	2021 YTD	2022 YTD	2023 YTD	2024 YTD	2025 YTD
Casino	457,415	539,352	546,471	566,569	590,768
Conveyance Fees	826,570	958,093	830,028	890,979	996,034
Fees & Charges for Services	1,976,612	1,913,617	1,790,031	1,191,154	2,559,684
Homestead Rollback	-	655,167	821,328	-	1,441
Investment Earnings	143,155	197,233	1,510,650	2,793,609	2,912,764
Jail Rental Income	1,495	139,680	153,804	27,000	4,566
Local Government	372,160	401,388	422,636	403,830	438,587
Property Taxes	5,876,411	5,969,749	7,432,441	7,590,395	7,765,348
Sales & Use Tax	6,462,116	7,466,834	7,834,270	7,660,308	8,042,766
Title Surplus transfer, unclaimed, transfers	-	42,430	517	-	4
Grand Total	16,115,933	18,283,543	21,342,176	21,123,845	23,311,961



# General Fund Adj Revenue - Q1

- 2025 actual revenues at \$23.3M vs adjusted revenue of \$21.1M in 2024. Increase equates to \$2.2M or 10.4% year-over-year.
- Year-Over-Year Increases
  - Fees and Charges for Services up est \$1.4M
  - Sales Tax up \$383k
  - Property taxes are up est \$175k
  - Investment Earnings up \$120k
  - Conveyance Fees up \$105k
  - Local Government up \$34k
  - Casino up \$24k
- Year-Over-Year Decreases
  - Jail Rental Income down \$23k

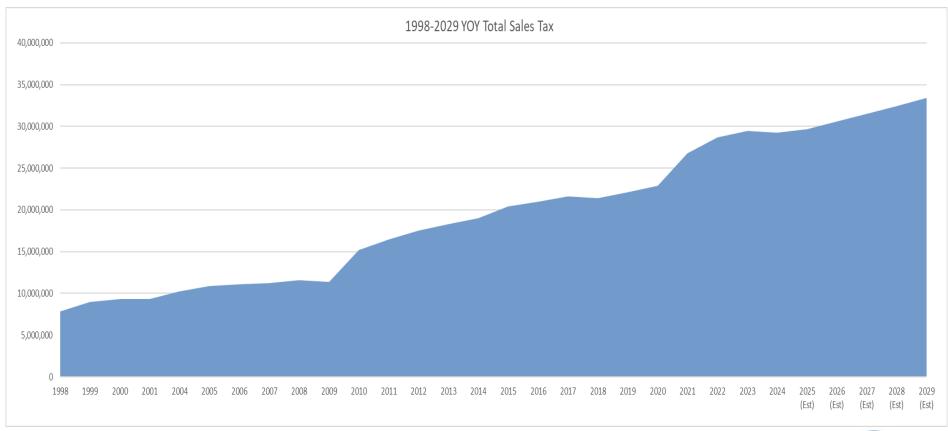


### Sales Tax Rate

- Fairfield County's sales tax rate has not increased since 2010
- Fairfield 6.75%
- Hocking 7.25%
- Licking, Perry, Pickaway, & Ross 7.25%
- Franklin 8.00% up from 7.50%



## Annual Sales Tax



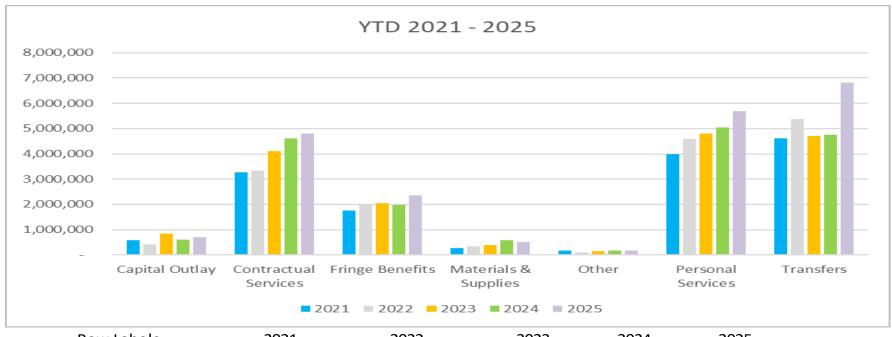


# Explanation of Expense Categories

- Capital Outlay
  - Expenditures for the acquisition cost of capital assets, such as equipment, or expenditures to make improvements to capital assets
- Contractual Services
  - Contract services, travel reimbursement, training, membership and dues, and advertising
- Fringe Benefits
  - Health insurance, life insurance, EAP, PERS, Medicare, workers comp, and unemployment
- Material and Supplies
  - Supplies, fuel, postage, and clothing
- Other
  - Refunds, reimbursements, community support, settlements, and allowances
- Personal Services
  - Salaries, overtime, sick & vacation payout, and comp-time
- Transfers
  - Allocations, grant match, debt obligations, and funding capital projects



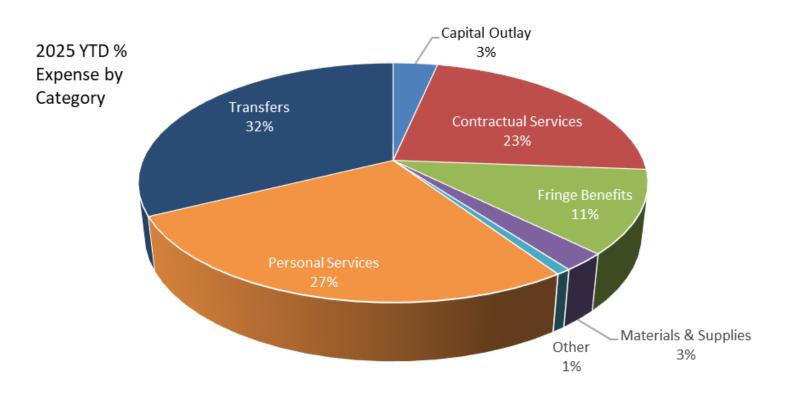
# Expenditures - Q1



Row Labels	2021	2022	2023	2024	2025
Capital Outlay	588,226	423,718	838,407	600,777	708,369
<b>Contractual Services</b>	3,278,624	3,328,469	4,103,413	4,601,018	4,812,471
Fringe Benefits	1,746,987	1,963,707	2,042,305	1,977,859	2,360,671
Materials & Supplies	276,672	333,420	390,510	584,173	505,335
Other	176,631	112,137	155,106	167,095	166,714
Personal Services	3,988,473	4,588,946	4,795,980	5,052,746	5,693,631
Transfers	4,600,889	5,388,303	4,712,867	4,745,714	6,812,674
Grand Total	14,656,502	16,138,700	17,038,587	17,729,382	21,059,864



# Expenditures Q1





# General Fund Expenditures – Q1

- Expenses in 2025 were \$21M vs \$17.8M in 2024. Increase equates to \$3.3M or 18.8% year-over-year.
  - Transfers increase \$2M
    - Capital Improvements in Workforce, Engineer Salt Barn, Parking lots, Roof repairs, and HVAC.
  - Personal Services increase \$640k
  - Fringe Benefits \$383k
  - Contract Services increase \$211k
  - Capital Outlay increase \$107k
  - Materials & Supplies decrease \$79k



# 2026 Budgets

- Budget Schedule has been released.
- October Budget Hearing schedules have been finalized.
- Departmental meetings are being held from April – June.



# Questions





## REGULAR AGENDA #19 FAIRFIELD COUNTY COMMISSIONERS' OFFICE APRIL 29, 2025

#### AGENDA FOR TUESDAY, APRIL 29, 2025

9:00 AM	Review
	Regular Meeting
	Pledge of Allegiance
	Announcements
	Approval of Minutes for April 22, 2025
	Commissioners
2025-04.29.a	A Resolution Authorizing the Execution and Delivery of a First Amendment to Base Lease Dated as June 1, 2013, and a First Amendment to Lease Dated as June 1, 2013, Both Between the County of Fairfield Ohio and Fairfield Medical Center, in Connection with the Release of Certain Property from Such Base Lease and Lease; and Authorizing other Documents in Connection Therewith [Commissioners]
	Fairfield County Auditor- Finance
2025-04.29.b	A resolution authorizing a fund to fund transfer. Auditor – Fund 1080 [Auditor- Finance]
	Fairfield County Board of Elections
2025-04.29.c	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding [Board of Elections]
	Fairfield County Economic & Workforce Development
2025-04.29.d	A resolution approving the ODJFS representative to the Area 20/21 Workforce Development Board(WDB) [Economic & Workforce Development]
2025-04.29.e	A resolution approving the Opportunities for Ohioans with Disabilities (OOD) representative to the Workforce Development Board (WDB) [Economic & Workforce Development]
	Fairfield County Engineer
2025-04.29.f	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for travel reimbursement [Engineer]
2025-04.29.g	A Resolution to Approve the Notice to Commence for the PLE-32 & PLE-33 Bridge Replacements Project [Engineer]

2025-04.29.h	A Resolution to Approve the Contract with BUD's, Inc. for the PLE-32 & PLE-33 Bridge Replacements Project. [Engineer]
2025-04.29.i	A resolution to approve an agreement to cooperate with the Director of Transportation. [Engineer]
2025-04.29.j	A resolution to approve an agreement to cooperate with the Director of Transportation. [Engineer]
	Fairfield County Facilities
2025-04.29.k	A Resolution Authorizing the Approval of a Lease Agreement with Lancaster-Fairfield Community Action Agency for office space at The Tussing Road Government Services Center [Facilities]
	Fairfield County Job and Family Services
2025-04.29.1	A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]
2025-04.29.m	A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]
	Fairfield County Law Library
2025-04.29.n	A Resolution to Appropriate from Unappropriated Funds for the Fairfield County Law Library Resources Board (Fund 2761)[Law Library] [Law Library]
	Fairfield County Regional Planning Commission
2025-04.29.0	A resolution to approve Final Acceptance of the Spring Creek Subdivision Section 3-1B Public Improvements [Regional Planning Commission]
	Payment of Bills
2025-04.29.p	A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. [Commissioners]
	The next Regular Meeting is scheduled for May 6, 2025, 9:00 a.m.
	Adjourn

#### **Review Meeting**

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Jeffery Fix called the meeting to order, and Commissioners Steve Davis and David Levacy were also in attendance. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Officer, Staci Knisley; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Amy Brown-Thompson; Soil & Water Manager, Nikki Drake; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Office Administrator, Jeff Camechis; Deputy Utilities Director, Josh Anders; Deputy JFS Director, Heather O'Keefe; Interim RPC Director, Holly Mattei; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Chris Snider, Jack Janoso, Alan Greenslade, Ally Kimber, and Drew Linnenbom.

Virtual attendees: Shelby Hunt, Shannon, Austin Lines, Ashley Arter, Paul, Jeanie, Jerry Starner, Beth Cottrell, Jennifer Morgan, Greg Forquer, Lori Hawk, Deborah, Josh Horacek, Jeff Barron, Lori Lovas, Marcy Fields, Stacy Hicks, Lynette Barnhart, Jim Bahnsen, Abby King, Jared Collins, Alex Lape, Amberly Hannum, Joe Ebel, and Britney Lee.

#### Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

#### **Utilities Update, Utilities Director Tony Vogel**

Mr. Vogel provided a presentation on current plans and the future of the Utilities Department. He spoke about the makeup of the Fairfield County Utilities Department (Utilities) which currently consists of 22 employees, 9 facilities, and 2 Water and Sewer Districts. The Utilities department currently produces 2M gallons of water per day, treats 2.6M gallons, and collects \$10.1M in service revenues and \$1.5M in connection fees. Fairfield County currently operates 3 well fields, and two additional fields will be operating soon. The Senior and Veterans Assistance Program has 206 customers who saved \$20,600 last year. The American Rescue Plan projects consist of the Grant Hampton waterline, the airport sewer and water project, the regional lift and force main project, and the Greenfield waterline. Mr. Vogel spoke about planned commercial and residential development in the county and about new legislation (HB 139). The proposed legislation would require annual fire hydrant inspection and flow testing which would increase operation costs and the loss of water.

Commissioner Davis asked about the ratio of sewer to water customers.

Mr. Vogel replied that there are few more sewer customers due to older houses having their sump pumps hooked into sewer lines in case of large rain events.

Commissioner Davis asked if water could be recaptured during the flow testing of fire hydrants.

Mr. Vogel replied that there is equipment that can be added that will lessen the water used in the flow testing of hydrants but there is no way to recapture the water.

Commissioner Fix added his support for Mr. Vogel and issues surrounding the proposed legislation.

Regular Meeting #18 - 2025 – April 22, 2025

Commissioner Levacy complimented Mr. Vogel for assisting the county's townships and villages with their sewer and water issues.

Ms. Cordle added that Mr. Vogel also assisted the YMCA with stormwater issues.

Commissioner Fix stated that he is on the board of the County Commissioners Association of Ohio (CCAO) and the board has started contracting with smaller associations to help townships and villages with necessary steps to build their local infrastructure. Many small entities have very little staff. He asked if there is an opportunity to help them by having them contract with the county for some water and sewer services.

Mr. Vogel replied that it depends on what works financially for small entities.

Commissioner Fix spoke about having a conversation regarding how to assist townships and villages that do not have the necessary infrastructure to support their residents. He added his appreciation and admiration for Mr. Vogel's attendance, assistance, and knowledge in the meetings regarding land use and development throughout the county.

#### **Dinsmore FMC Conduit Debt Presentation**

Drew Linnenbom and Ally Kimbler of Dinsmore & Shohl LLP (Dinsmore) spoke about a bond document and allowing FMC to sell a small area of their property to Harcum House. The county has no financial responsibility with the transaction.

Commissioner Davis thanked everyone who worked on the proposal and added his support for the resolution.

Ms. Cordle asked about the timeline for Harcum House to purchase the property.

Mr. Linnebom replied that he is hopeful the transaction will occur a few days after the passage of the Commissioners' resolution.

Ms. Kimbler added that the resolution drafted by Dinsmore authorizes FMC to sell a small part to Harcum House. She added that the bonds are not county debt and are conduit bonds which are solely repayable by Fairfield Medical Center.

Ms. Cordle stated that the Prosecutor's Office will review the resolution and documents.

Mr. Linnenbom added that there is another mortgage that must be released and that is being processed. The sale of the property can then move forward.

Commissioner Fix thanked Mr. Linnenbom and Ms. Kimbler for attending.

#### **Public Comments**

Ray Stemen spoke about the anniversary of his wife's death. He closed his remarks with a prayer for all decision makers in the county.

#### **Legal Update**

Amy Brown-Thompson stated that she had reviewed the resolution provided by Dinsmore and had no issues.

Regular Meeting #18 - 2025 – April 22, 2025

#### **County Administration Update**

The County Administration Update was provided by the County Administrator, Aundrea Cordle, unless otherwise noted.

#### **Week in Review**

Top Workplaces 2025

Mr. Porter stated that Fairfield County had been recognized as a Top Workplace in Central Ohio for the fourth year in a row. He spoke about the other large private corporations that were among the other distinguishable workplaces and added that the award is based on employee responses.

Commissioner Fix stated that the Columbus Dispatch had an article and there were 60-70 employers recognized, and Fairfield County was the only government entity among the group. He added that the county's HR does things bigger and better than most employers.

Commissioner Levacy noted that Fairfield County moved up in the ranking from 2024.

April is National County Government Month (NCGM)

April is National County Government Month, and we are continuing to highlight the role that counties play in serving our residents and all Ohioans. April 22<sup>nd</sup>, today, is Earth Day, so today we will spotlight the Fairfield County Parks District. The Parks District was founded in 1981 and operates 1177 acres for education, recreation, and conservation. The Parks District also maintains and preserves many historical features. There are 12 parks across Fairfield County operated by the parks district. These parks feature covered bridges, waterways, trails, an ancient earthwork/mound, Ohio and Erie Canal Locks, tree houses, an early 1800's cemetery, soccer fields, and even a red-tailed hawk sculpture. Stebelton Park at Rock Mill is the home to an 1824 mill that was powered by the Hocking River. Next to Rock Mill is the Rock Mill covered bridge built in 1901 by Jacob R. "Blue Jeans" Brandt. The 1901 bridge was a replacement bridge for an original built in 1849. Two Glaciers Park was named because the property is where the last great glaciers to cover Ohio ended.

The Fairfield County Parks Districts has so many features to offer families and individuals of all ages. So, on Earth Day 2025, plan to visit one, or all the Parks in the Parks District this year.

This month, we also take time to honor key members of law enforcement:

- Last week was National Public Safety Telecommunicators Week, recognizing our dispatchers.
- May 4–10 is National Corrections Officers Week, honoring those who maintain order and safety in our jails.
- May 15 is Peace Officers Memorial Day, an occasion to remember and honor law enforcement officers who made the ultimate sacrifice in the line of duty.

As we reflect on County Government Month, please take a moment to appreciate the Fairfield County Sheriff's Office for all they do daily to protect and serve the residents, businesses, and visitors of our county.

#### Veterans Hall of Fame Grant

Last week, Fairfield County was awarded a \$5,000 grant from America 250. This was the third and final round of grants awarded to fund programs and initiatives that will commemorate Ohio's important contribution to American history. Bennett Niceswanger submitted the grant application on behalf of the county. The maximum grant amount was \$5,000 and there were 57 grants awarded for a total of \$278,834. Fairfield County's project title was "Fairfield County Veterans Hall of Fame: Celebrating Local Veterans." The grant will fund educational materials, a marker which will be located near the Courthouse, and a ceremony to unveil the Fairfield County Veterans Hall of Fame. The marker will list historical content, and the impact Fairfield County veterans have had on the community.

Issue 2 Yard Signs

State Issue 2 yard signs are available for folks to take.

#### **Highlights of Resolutions**

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 13 resolutions on the agenda for the Regular voting meeting.

#### Resolutions of note:

- The first resolution on the agenda is to remove the June 3<sup>rd</sup> Board of Commissioners' Meeting due to scheduling conflicts on that date. R.C. 305.06 requires that County Commissioners hold 50 meetings per year. The Commissioners' meeting schedule currently has 53 meetings. This resolution will mean that there are 52 meetings on the Commissioners' schedule for 2025.
- There is a resolution for a fund-to-fund transfer from the General Fund to fund #3910, the Sheridan Building Fund. This resolution allows for the transfer and appropriations of money for the Sheridan Center renovations.
- The Coroner's Office has a resolution to approve a contract for investigator services.
- The Engineer's Office has a contract to approve the 2025-2026 Winter season road salt contract.
- The Engineer's Office also has an amendment to the RUMA (Road Usage Maintenance Agreement) between Fairfield County and the Ohio Power Company. This amendment allows additional portions of roads to be added to the agreement.
- Facilities has two resolutions. The first is to authorize a contract with GAG
   Incorporated for landscaping services. The second is to approve the contract bid award to Gutknecht Construction for the Sheridan Conference Center Project.
   Gutknecht Construction submitted the lowest bid, in the amount of \$1,894,000, and was determined to be a responsive and responsible bidder.

- Regional Planning has a resolution to approve the final public improvements to Spring Creek subdivision Section 3-1A.
- The Sheriff's Office has a resolution authorizing the donation of two 2014 and two 2016 Dodge Chargers to Meigs County.

#### Calendar Review/Invitations Received

- The review of the calendar, invitations received, and correspondence were provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen.
  - Fairfield Beach Tornado Shelter Ribbon Cutting Ceremony, April 22, 2025, 1:00 p.m., 5056 Beaver Dr. NE, Thornville
  - Bremen Chamber Luncheon, April 24, 2025, 12:00 p.m., Bremen Community Methodist Church, 205 N. Mulberry St., Bremen
  - Ohio Attorney General's Elder Abuse Commission Meeting, April 28, 2025, 10:00 a.m., State Library of Ohio, 274 E. 1st Ave., Columbus
  - Fairfield County Board of Elections' Candidate's Night April 30, 2025, 6:00 p.m., Board of Elections Liberty Hall, 951 Liberty Dr., Lancaster
  - Pickerington Food Pantry Spring Gala, May 3, 2025, 6:00 p.m., Wigwam Event Center, 10190 Blacklick Eastern Rd. NW, Pickerington
  - The 2025 PACC Annual Awards & Athena Celebration, May 15, 2025, 5:00 p.m., Wigwam Event Center, 10190 Blacklick Eastern Rd. NW, Pickerington
  - Save the Date, World Elder Abuse Awareness Day Event, June 11, 2025,
     8:00 a.m., Life Church Vineyard, 5550 Lancaster-Newark Rd. NE, Pleasantville

#### **Correspondence**

• Correspondence Regarding Industrial Solar Projects

#### **Updates from Elected Officials and Department Heads**

Recorder McKenzie stated she will be attending and speaking at the upcoming County Recorders Association of Ohio meeting.

Mr. Camechis stated the Engineer's Office will soon fill the new salt barn.

Auditor Brown shared updates including the Park District's "Map of the Month" and her role as a judge at an Ohio Expo event at OU. The winner of the expo designed a site for women facing challenges in Afghanistan. She recently taught a seminar with 170 students pursuing careers in non-profit industries and helped host a DocLink seminar highlighting the new lot split application. The Daughters of the American Revolution will meet at 108 N. High, the site of their first meeting in 1900. The paycheck advice of County employees now features a new design with color and additional details. The Auditor also spoke about serving on the Ohio Supreme Court's Continuing Legal Education Board.

Ms. Drake spoke about an upcoming DEA drug take back event in Berne Township and an electronics recycling event.

Ms. Mattei reported that Amanda Township had recently adopted the model zoning code.

Regular Meeting #18 - 2025 – April 22, 2025

Mr. Szabrak stated that the Area 20 Workforce Board will be assisting Ross County employees impacted by a potential closing of the paper plant.

Mr. Kochis spoke about a hazardous materials collection event being held by EMA and the Lancaster Fairfield Community Agency. He also noted that the ribbon cutting for the tornado shelter would be later that day.

Mr. Neeley stated the processing had begun for new employee badges.

Commissioner Davis asked about the reason for the new badges.

Mr. Neeley replied that the new and more secure door equipment requires new badges to support the technology.

Ms. Cordle stated that this provides an opportunity for updated employee photos.

Mr. Porter thanked everyone who participated in the Leadership Conference. There were over 100 in attendance. He also thanked Branden Meyer for the opportunity to speak to the Clerks Association on health care benefits.

#### **Old Business**

Commissioner Levacy stated he and Ms. Cordle attended the CCAO Legislative Update in Granville.

Ms. Cordle stated her appreciation for CCAO and the work they do.

Commissioner Fix added that he was unable to attend but did have the opportunity to speak with Senator Schaffer.

#### **New Business**

Commissioner Levacy stated he and Commissioner Davis will attend the ribbon cutting for the tornado shelter in Fairfield Beach. Fairfield Beach is an unincorporated area but has about 2000 residents. The tornado shelter is an important safety feature for them. He added that the Fairfield County Veterans Hall of Fame has applied for non-profit status.

#### Regular (Voting) Meeting

The Commissioners continued to the voting portion of the meeting and the following Commissioners were present: Jeffrey Fix, Steven Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Officer, Staci Knisley; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Amy Brown-Thompson; Soil & Water Manager, Nikki Drake; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Office Administrator, Jeff Camechis; Deputy Utilities Director, Josh Anders; Deputy JFS Director, Heather O'Keefe; Interim RPC Director, Holly Mattei; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Chris Snider, Jack Janoso, Alan Greenslade, Ally Kimber, and Drew Linnenbom.

Virtual attendees: Shelby Hunt, Shannon, Austin Lines, Ashley Arter, Paul, Jeanie, Jerry Starner, Beth Cottrell, Jennifer Morgan, Greg Forquer, Lori Hawk, Deborah, Josh Horacek, Jeff Barron, Lori Lovas, Marcy Fields, Stacy Hicks, Lynette Barnhart, Jim Bahnsen, Abby King, Jared Collins, Alex Lape, Amberly Hannum, Joe Ebel, and Britney Lee.

#### **Announcements**

None.

#### **Approval of Leadership Conference Minutes for April 15, 2025**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Leadership Conference Minutes for Tuesday, April 15, 2025, meeting.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### **Approval of Minutes for April 15, 2025**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, April 15, 2025, meeting.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### **Approval of Resolutions from the Fairfield County Commissioners**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Commissioners:

2025-04.22.a	A Resolution Amending Resolution 2024-12.03.a that Last Established the
	Fairfield County Board of Commissioners' 2025 Review Session and
	Regular Meeting Dates, and Special Meeting Dates

2025-04.22.b A resolution authorizing a fund to fund transfer from General Fund# 1001 and Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 & Building Sheridan Fund# 3910.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

#### Approval of a Resolution from the Fairfield County Coroner

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to amend the contract from the Fairfield County Coroner from an Administrative Approval to a resolution.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution, as amended, from the Fairfield County Coroner:

Regular Meeting #18 - 2025 – April 22, 2025

2025-04.22.c A Resolution to Approve a contract for investigator services between Fairfield County and Holly Westhoven.

Commissioner Davis asked how proposed legislation regarding the appointment of the coroner would affect the Coroner's Office.

Commissioner Fix stated the County Coroner would be appointed by the Commissioners under the new law.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### Approval of a Resolution from the Fairfield County Court of Common Pleas

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Court of Common Pleas:

2025-04.22.d A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Adult Probation; Fund # 2365, County Probation.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### **Approval of Resolutions from the Fairfield County Engineer**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Engineer:

2025-04.22.e	A resolution to approve a reimbursement for share of costs for Monthly
	Postage paid to Fairfield County Commissioners as a memo expenditure
	for fund County Engineer 2024-Motor Vehicle
2025-04.22.f	A resolution to approve the ODOT Road Salt Contract for 2025.
2025-04.22.g	A resolution to approve an amendment to the Road Usage Agreement between Fairfield County and Ohio Power Company, a unit of AEP.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### **Approval of Resolutions from Fairfield County Facilities**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Facilities:

2025-04.22.h	A Resolution Authorizing the Approval of a Contract with GAG Incorporated and the Fairfield County Commissioners for Landscaping Services
2025-04.22.i	A Resolution to Approve the Contract Bid Award for the Sheridan Conference Center Project with Gutknecht Construction in the amount of \$1,894,000

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### Approval of a Resolution from Fairfield County Job and Family Services

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Job and Family Services:

2025-04.22.j A resolution to approve a memo exp./ memo receipt for the costs of Birth

Certificates paid to Fairfield County Health Departments as a memo

expenditure for fund# 2072 Public Children's Services

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### Approval of a Resolution from Fairfield County Regional Planning Commission

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Regional Planning Commission:

2025-04.22.k A resolution to approve Final Acceptance of the Spring Creek Subdivision

Section 3-1A Public Improvements

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### Approval of a Resolution from the Fairfield County Sheriff

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Sheriff:

2025-04.22.1 A resolution authorizing the donation of vehicles to the Meigs County

Commissioners (Meigs County Ohio)

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### **Approval of the Payment of Bills**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution for the Payment of Bills:

2025-04.22.m A resolution authorizing the approval of payment of invoices for

departments that need Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

#### **Adjournment**

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:08 a.m.

Regular Meeting #18 - 2025 – April 22, 2025

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix  The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, April 29, 2025, Commissioners' Hearing Room, 210 E. Main St, Lancaster, OH.		
that the April 22, 2025, minute	es were approved by the following	lowing vote:
YEAS: David Levacy, Steve Davis, and Jeff Fix ABSTENTIONS:		NAYS: None
*Approved on April 29, 2025		
Jeff Fix Commissioner	Steve Davis Commissioner	David Levacy Commissioner
Rochelle Menningen, Clerk		

A Resolution Authorizing the Execution and Delivery of a First Amendment to Base Lease Dated as June 1, 2013, and a First Amendment to Lease Dated as June 1, 2013, Both Between the County of Fairfield Ohio and Fairfield Medical Center, in Connection with the Release of Certain Property from Such Base Lease and Lease; and Authorizing other Documents in Connection Therewith

**WHEREAS**, the County of Fairfield, Ohio (the "County") issued its \$96,600,000 Hospital Facilities Revenue Refunding and Improvement Bonds, Series 2013 (Fairfield Medical Center Project) ("Series 2013 Bonds"), for the purpose of financing (a) the acquisition, construction, renovation, equipping and installation of the Project, as defined in the Agreement of Lease between the County and Fairfield Medical Center (the "Corporation") dated as of June 1, 2013 (the "Original Lease"), (b) a portion of the interest on the Series 2013 Bonds during the construction of the Project, (c) the refunding of the Prior Obligations, as defined in the Original Lease, (d) funding a debt service reserve fund for the Series 2013 Bonds, and (e) paying certain costs incurred in connection with the issuance of the Series 2013 Bonds; and

WHEREAS, the County has acquired a leasehold interest in the Existing Facilities, as defined in the Original Lease, owned by the Corporation, pursuant to the Base Lease between the Corporation and the County dated as of June 1, 2013, (the "Original Base Lease"), between the Corporation and the County, and has subleased such Existing Facilities to the Corporation, which is an Ohio corporation not for profit, no part of the net earnings of which will inure or may lawfully inure to the benefit of any private shareholder or individual and which has authority to operate Hospital Facilities, as defined in Ohio Revised Code Section 140.01, pursuant to the Original Lease; and

WHEREAS, the Corporation desires to dispose of a portion (the "Disposed Property") of the Existing Real Property, as defined in the Original Lease, which is currently subject to the lien of the Original Base Lease and Original Lease, and has requested the County to permit the release of the Disposed Property from the Original Base Lease and the Original Lease; and

A Resolution Authorizing the Execution and Delivery of a First Amendment to Base Lease Dated as June 1, 2013, and a First Amendment to Lease Dated as June 1, 2013, Both Between the County of Fairfield Ohio and Fairfield Medical Center, in Connection with the Release of Certain Property from Such Base Lease and Lease; and Authorizing other Documents in Connection Therewith

**WHEREAS,** it is necessary in connection with the release of such real property to provide for the authorization of a First Amendment to Base Lease dated June 1, 2013, and a First Amendment to Lease dated as of June 1, 2013, to release such real property from the lien and operation of the Original Base Lease and Original Lease;

## NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

**SECTION 1.** That at least two of the Commissioners be and they are hereby authorized and directed to execute and deliver on behalf of the County a First Amendment to Base Lease dated as of June 1, 2013, and a First Amendment to Lease dated as of June 1, 2013, each with the Corporation (collectively, the "Amendments"). The Amendments shall be substantially in the forms presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Amendments as aforesaid. It is hereby determined that such Amendments will promote the public purpose stated in Section 140.02, Ohio Revised Code, and the County will be duly benefited thereby and that such Amendments comply with the applicable requirements of the Original Lease.

A Resolution Authorizing the Execution and Delivery of a First Amendment to Base Lease Dated as June 1, 2013, and a First Amendment to Lease Dated as June 1, 2013, Both Between the County of Fairfield Ohio and Fairfield Medical Center, in Connection with the Release of Certain Property from Such Base Lease and Lease; and Authorizing other Documents in Connection Therewith

**SECTION 2.** That at least two of the Commissioners be and they hereby are authorized to execute and deliver on behalf of the County such other certificates, documents and instruments in connection with the execution and delivery of the Amendments as may be required, necessary or appropriate. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the Board.

**SECTION 3.** That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with the law, including Section 121.22 of the Ohio Revised Code.

**SECTION 4.** That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

## FIRST AMENDMENT TO BASE LEASE DATED AS OF JUNE 1, 2013

between

FAIRFIELD MEDICAL CENTER

and

COUNTY OF FAIRFIELD, OHIO

DATED AS OF APRIL 1, 2025

### FIRST AMENDMENT TO BASE LEASE DATED AS OF JUNE 1, 2013

THIS FIRST AMENDMENT TO BASE LEASE dated as of June 1, 2013 (herein called the "First Amendment") made as of the first day of April, 2025 between Fairfield Medical Center (the "Obligated Issuer"), a nonprofit corporation existing under the laws of the State of Ohio, which qualifies as a "nonprofit hospital agency" as that term is defined in Section 140.01 of the Ohio Revised Code, as lessor, and the County of Fairfield, Ohio, a county and political subdivision of the State of Ohio which qualifies as a "public hospital agency" as that term is defined in Section 140.01 of the Ohio Revised Code, as Lessee (the "County"):

WHEREAS, the County is authorized by Chapter 140, Ohio Revised Code, specifically Section 140.05 thereof, to enter into a lease with a constituted and empowered corporation not-for-profit, no part of the net earnings of which inure to the benefit of any private shareholder or individual and which has authority to own and operate hospital facilities (as that term is defined in Section 140.01, Ohio Revised Code); and

WHEREAS, the County has leased certain of the Existing Facilities, as defined in the hereinafter described Original Lease, from the Obligated Issuer pursuant to a Base Lease dated as of June 1, 2013 (the "Original Base Lease" and together with this First Amendment, the "Base Lease") and has subleased the Existing Facilities to the Obligated Issuer pursuant to the Agreement of Lease dated as of June 1, 2013 (the "Original Lease"), the memorandum of which (the "Memorandum of Base Lease and Lease") is recorded in Official Record Book 1636, Pages 3787-3849 in the office of the Recorder of the County; and

WHEREAS, the County issued its Hospital Facilities Revenue Refunding and Improvement Bonds, Series 2013 (Fairfield Medical Center Project) (the "Series 2013 Bonds"), in the aggregate principal amount of \$96,600,000 for the purpose of financing (a) the acquisition, construction, renovation, equipping and installation of the Project, as defined in the Original Lease, (b) a portion of the interest on the Series 2013 Bonds during the construction of the Project, (c) the refunding of the Prior Obligations, as defined in the Original Lease, (d) funding a debt service reserve fund for the Series 2013 Bonds, and (e) paying certain costs incurred in connection with the issuance of the Series 2013 Bonds; and

WHEREAS, certain rights of the County have been assigned to U.S. Bank Trust Company, National Association, as successor master trustee, pursuant to the Assignment of Rights Under a Base Lease and Lease to Master Trustee dated as of June 1, 2013 (the

"Assignment"), recorded as Official Record Book 1636, Pages 3850-3891 in the office of the Recorder of the County; and

WHEREAS, the Obligated Issuer and the County desire to amend the Original Base Lease in order to release certain real property subject to such Original Base Lease; and

WHEREAS, all necessary consents and requirements to such amendment have been obtained and complied with;

NOW, THEREFORE, THE PARTIES HERETO COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

#### ARTICLE I

#### **AMENDED SECTION**

SECTION 1. Exhibit A to the Original Base Lease is hereby amended by removing therefrom that portion of the Existing Real Property which is described in Exhibit A attached hereto.

#### ARTICLE II

#### EFFECT OF FIRST AMENDMENT

From and after the time of taking effect of this First Amendment, as provided in Section 3.01 hereof, the Base Lease shall be, and be deemed to be, modified and amended in accordance herewith, and the respective rights, duties, and obligations under said Base Lease of the Obligated Issuer and the County thereunder shall be determined, exercised and enforced thereunder subject in all respects to the provisions of this First Amendment, and all provisions hereof shall be deemed to be part of the terms and conditions of said Base Lease for any and all purposes.

#### ARTICLE III

#### TIME OF TAKING EFFECT; MISCELLANEOUS PROVISIONS

<u>SECTION 3.01. Time of Taking Effect</u>. This First Amendment shall be effective upon its execution and delivery.

SECTION 3.02. Invalidity of Any Provision. In case any one or more of the provisions contained herein shall be adjudicated by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

<u>SECTION 3.03.</u> Execution in Counterparts. This First Amendment may be simultaneously executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Obligated Issuer has caused this First Amendment to be executed in its name and on its behalf by its duly authorized officer; and the County of Fairfield, Ohio, has caused this First Amendment to be executed in its name and behalf by at least two members of its Board of County Commissioners, all as duly authorized; as of the day and year first above written.

By:
Title:
COUNTY OF FAIRFIELD, OHIO
By:County Commissioner
By:County Commissioner
By:
County Commissioner

FAIRFIELD MEDICAL CENTER

This instrument prepared by:

V. Drew Linnenbom, Esq. Dinsmore & Shohl LLP 191 W. Nationwide Blvd., Suite 200 Columbus, Ohio 43215

STATE OF OHIO	)
COUNTY OF FAIRFIELD	) SS: )
5 5	instrument was acknowledged before me this day of
1	e President and Chief Executive Officer of Fairfield Medical orporation. No oath or affirmation was administered to the
signer with regard to this nota	•
8	
(SEAL)	
()	
	Notary Public

STATE OF OHIO )	
) SS:	
COUNTY OF FAIRFIELD )	
,	
The foregoing instrument was acknowledge	ged before me this day of April, 2025
by Steve Davis, David L. Levacy and Jeff I	
Commissioners of the County of Fairfield, Ohio,	· · ·
·	• •
No oath or affirmation was administered to the sign	gner with regard to this notarial act.
(SEAL)	
	Notary Public

#### CONSENT OF BOND TRUSTEE AND MASTER TRUSTEE

U.S. Bank Trust Company, National Association, in its role as successor trustee (the "Trustee"), under (i) the Indenture of Trust (Bond Indenture) between the County of Fairfield, Ohio and the Trustee, and (ii) the Master Trust Indenture (the "Master Indenture") between the Obligated Issuer and the Trustee, each dated as of June 1, 2013 hereby consents to this First Amendment to Base Lease dated as of June 1, 2013 and approves the same.

	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE
	By:
	Title:
STATE OF OHIO	)
STATE OF OHIO COUNTY OF	) SS: )
by, the _	trument was acknowledged before me this day of April, 2025 of U.S. Bank Trust Company, National anking association. No oath or affirmation was administered to the s notarial act.
(SEAL)	
	Notary Public

#### **EXHIBIT A**

File No.: 13364.1950-25

Sitauted in the County of Fairfield, in the State of Chio, and in the Township of Hocking and bounded and described as follows:

Being a Part of Reserve "C" of the plat of the dedication of Trace Drive and variou Easements in Hunter Trace, Lancaster, Ohio, as recorded in Plat Book 10, Page 112 in the Office of the Recorder of Fairfield County, Ohio and being bounded and more fully described as follows:

Beginning at a found iron pin in the northeas comer of said Reserve "C" and the northeast corner of the herein described parcel: thence south 01 deg. 29' 45" east along the easterly line of Reserve "C" a distance of 235.02 feet to a s set iron pin; thence South 88 deg. 30' 18" West a distance of 123.53 feet to a set ion pin; thence North 55 deg 43' 20" West a distance of 57.39 feet to set iron pin in the easterly line of Trace Drive: thence along a curve to the left having a radius of 530.00 feet and a chord which bears North 23 deg. 44' 15" East along the easterly line of Trace Drive a distance of 238.20 feet to a point in the southerly line of Canterbury Court and northerly line of Reserve "C"; thence South 81 deg. 15' 32" West a distance of 78.79 feet to the place of beginning and containing 0.693 acres more or less, sujbect however to any easements, restrictions, or rights of way of record.

Description for this parcel was based on an actual field survey by the Jerry A. Malott Surveying Co. in September 1988. Bearings were based on the recorded plat as herein before stated. All iron pins as set are 30 inches in length and 1 inch in diameter

## FIRST AMENDMENT TO LEASE DATED AS OF JUNE 1, 2013

between

COUNTY OF FAIRFIELD, OHIO

and

FAIRFIELD MEDICAL CENTER

Dated as of April 1, 2025

### FIRST AMENDMENT TO LEASE DATED AS OF JUNE 1, 2013

THIS FIRST AMENDMENT TO LEASE dated as of June 1, 2013 (the "First Amendment") made as of the first day of April, 2025, between the County Of Fairfield, Ohio (herein called the "County"), a county and political subdivision of the State of Ohio which qualifies as a "public hospital agency" as that term is defined in Section 140.01 of the Ohio Revised Code, as Lessor, and Fairfield Medical Center (the "Lessee"), a nonprofit corporation existing under the laws of the State of Ohio, which qualifies as a "nonprofit hospital agency" as that term is defined in Section 140.01 of the Ohio Revised Code.

WHEREAS, the County is authorized by Chapter 140, Ohio Revised Code, specifically Section 140.05 thereof, to enter into a sublease with a constituted and empowered nonprofit corporation, no part of the net earnings of which inure to the benefit of any private shareholder or individual and which has authority to own and operate hospital facilities (as that term is defined in Section 140.01, Ohio Revised Code) for the purpose of such corporation operating the facilities which are subleased as a public hospital, admitting patients without regard to race, creed, color or national origin; and

WHEREAS, the County has leased the Existing Facilities, as defined in the hereinafter described Original Lease, from the Lessee pursuant to a Base Lease dated as of June 1, 2013 (the "Original Base Lease") and has subleased the Existing Facilities to the Lessee pursuant to the Agreement of Lease dated as of June 1, 2013 (the "Original Lease" and together with this First Amendment, the "Lease"), the memorandum of which (the "Memorandum of Base Lease and Lease") is recorded in Official Record Book 1636, Pages 3787-3849 in the office of the Recorder of the County; and

WHEREAS, the County issued its Hospital Facilities Revenue Refunding and Improvement Bonds, Series 2013 (Fairfield Medical Center Project) (the "Series 2013 Bonds"), in the aggregate principal amount of \$96,600,000 for the purpose of financing (a) the acquisition, construction, renovation, equipping and installation of the Project, as defined in the Original Lease, (b) a portion of the interest on the Series 2013 Bonds during the construction of the Project, (c) the refunding of the Prior Obligations, as defined in the Original Lease, (d) funding a debt service reserve fund for the Series 2013 Bonds, and (e) paying certain costs incurred in connection with the issuance of the Series 2013 Bonds; and

WHEREAS, certain rights of the County have been assigned to U.S. Bank Trust Company, National Association, as successor master trustee, pursuant to the Assignment

of Rights Under a Base Lease and Lease to Master Trustee dated as of June 1, 2013 (the "Assignment"), recorded as Official Record Book 1636, Pages 3850-3891 in the office of the Recorder of the County; and

WHEREAS, the County issued the Series 2013 Bonds for the benefit of the Lessee and certain of its nonprofit affiliates, and the Lessee and the County desire to amend the Original Lease in order to release certain real property subject to the Original Lease; and

WHEREAS, all necessary consents and requirements to such amendment have been obtained and complied with;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

#### ARTICLE I

#### **AMENDED SECTION**

Section 1.3. Section 1.3 and Exhibit A to the Lease are hereby amended by removing therefrom that portion of the Existing Real Property which is described in Exhibit A attached hereto.

#### ARTICLE II

#### EFFECT OF FIRST AMENDMENT

From and after the time of taking effect of this First Amendment, as provided in Section 3.01 hereof, the Lease shall be, and be deemed to be, modified and amended in accordance herewith, and the respective rights, duties and obligations under said Lease of the County and the Lessee thereunder shall be determined, exercised and enforced thereunder subject in all respects to the provisions of this First Amendment, and all provisions hereof shall be deemed to be part of the terms and conditions of said Lease for any and all purposes.

#### ARTICLE III

#### TIME OF TAKING EFFECT; MISCELLANEOUS PROVISIONS

- <u>SECTION 3.01</u>. <u>Time of Taking Effect</u>. This First Amendment shall be effective as of the day and year first above written.
- <u>SECTION 3.02</u>. <u>No Abatement of Rent</u>. Except as provided herein, this First Amendment shall in no way be construed to abate or diminish the Rent (as defined in the Lease) required to be paid by the Lessee under the Lease.
- SECTION 3.03. <u>Invalidity of Any Provision</u>. In case any one or more of the provisions contained herein shall be adjudicated by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- <u>SECTION 3.04</u>. <u>Execution in Counterparts</u>. This First Amendment may be simultaneously executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the County of Fairfield, Ohio, has caused this First Amendment to be executed in its name and behalf by at least two members of its Board of County Commissioners, all as duly authorized; and Fairfield Medical Center has caused this First Amendment to be executed in its name and on its behalf by its duly authorized officer; as of the day and year first above written.

COUNTY OF FAIRFIELD, OHIO	
By:County Commissioner	
By:County Commissioner	
By:County Commissioner	
FAIRFIELD MEDICAL CENTER	
Ву:	
Title: President and Chief Executive Office	er

This instrument prepared by:

Drew Linnenbom, Esq. Dinsmore & Shohl LLP 191 W. Nationwide Blvd., Suite 200 Columbus, Ohio 43215

STATE OF OHIO	)
	) SS:
COUNTY OF FAIRFIELD	
The foregoing instrun	nent was acknowledged before me this day of April, 2023
by Steve Davis, David L.	Levacy and Jeff Fix, members of the Board of County
<u> </u>	y of Fairfield, Ohio, an Ohio county and political subdivision
No oath or affirmation was a	dministered to the signer with regard to this notarial act.
(SEAL)	
, ,	
	Notary Public

STATE OF OHIO	
COUNTY OF FAIRFIELD	) SS: )
2025 by Jack Janoso, the I	ment was acknowledged before me this day of April, President and Chief Executive Officer of Fairfield Medical orporation. No oath or affirmation was administered to the arial act.
(SEAL)	
	Notary Public

#### CONSENT OF BOND TRUSTEE AND MASTER TRUSTEE

U.S. Bank Trust Company, National Association, in its role as successor trustee (the "Trustee"), under (i) the Indenture of Trust (Bond Indenture) between the County of Fairfield, Ohio and the Trustee, and (ii) the Master Trust Indenture (the "Master Indenture") between the Obligated Issuer and the Trustee, each dated as of June 1, 2013 hereby consents to this First Amendment to Lease dated as of June 1, 2013 and approves the same.

	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE
	By:
	Title:
STATE OF OHIO ) SS:	
The foregoing instrument wa	as acknowledged before me this day of April, 2025 of U.S. Bank Trust Company, National ociation. No oath or affirmation was administered to the ct.
(SEAL)	
	Notary Public

#### **EXHIBIT A**

File No.: 13364.1950-25

Sitauted in the County of Fairfield, in the State of Chio, and in the Township of Hocking and bounded and described as follows:

Being a Part of Reserve "C" of the plat of the dedication of Trace Drive and variou Easements in Hunter Trace, Lancaster, Ohio, as recorded in Plat Book 10, Page 112 in the Office of the Recorder of Fairfield County, Ohio and being bounded and more fully described as follows:

Beginning at a found iron pin in the northeas comer of said Reserve "C" and the northeast comer of the herein described parcel: thence south 01 deg. 29' 45" east along the easterly line of Reserve "C" a distance of 235.02 feet to a set iron pin; thence South 88 deg. 30' 18" West a distance of 123.53 feet to a set iron pin; thence North 55 deg 43' 20" West a distance of 57.39 feet to set iron pin in the easterly line of Trace Drive: thence along a curve to the left having a radius of 530.00 feet and a chord which bears North 23 deg. 44' 15" East along the easterly line of Trace Drive a distance of 238.20 feet to a point in the southerly line of Canterbury Court and northerly line of Reserve "C"; thence South 81 deg. 15' 32" West a distance of 78.79 feet to the place of beginning and containing 0.693 acres more or less, sujbect however to any easements, restrictions, or rights of way of record.

Description for this parcel was based on an actual field survey by the Jerry A. Malott Surveying Co. in September 1988. Bearings were based on the recorded plat as herein before stated. All iron pins as set are 30 inches in length and 1 inch in diameter

#### AGREEMENT OF LEASE

BY AND BETWEEN

COUNTY OF FAIRFIELD, OHIO

AND

FAIRFIELD MEDICAL CENTER

Dated as of June 1, 2013

The rights of the County of Fairfield, Ohio hereunder to receive payments of Basic Rent have been assigned to U.S. Bank National Association, as Trustee under an Indenture of Trust (Bond Indenture) dated as of June 1, 2013. All other rights, except for Unassigned Rights (as hereinafter defined), have been assigned to U.S. Bank National Association, as Master Trustee under the Master Trust Indenture dated as of June 1, 2013 pursuant to the Assignment of Rights Under a Base Lease and Agreement of Lease dated as of June 1, 2013.

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An AGREEMENT OF LEASE, dated as of June 1, 2013 (the "Lease") by and between the COUNTY OF FAIRFIELD, OHIO (the "County" or the "Issuer"), a county and political subdivision of the State of Ohio organized under the laws of the State of Ohio, and FAIRFIELD MEDICAL CENTER, an Ohio nonprofit corporation (the "Corporation").

#### WITNESSETH: That,

WHEREAS, the County has determined that additional Hospital Facilities, as that term is defined in Section 140.01 of the Ohio Revised Code (the "Project"), should be provided within the County for the public purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby and in order to improve the health care of its residents and meet the need for such Hospital Facilities; and

WHEREAS, Chapter 140 of the Ohio Revised Code (the "Act") provides the County with a means to issue revenue bonds to finance the acquisition, construction, renovation, installation and equipping of the Project for the public purpose of reducing health care costs and to better provide for the health and welfare of the people by enhancing the availability, efficiency and economy of hospital facilities and services rendered therein; and

WHEREAS, the County has acquired a leasehold interest in certain of the Existing Facilities, as hereinafter defined, pursuant to the Base Lease (hereinafter defined); and

WHEREAS, the County is authorized by the Act to acquire a leasehold interest in the Existing Facilities and to enter into an Agreement of Lease with a constituted and empowered corporation not for profit, no part of the net earnings of which inure to the benefit of any private shareholder or individual and which has authority to own and operate hospital facilities for the purpose of such corporation operating the hospital facilities which are leased and subleased as a public hospital, admitting patients without regard to race, creed, color or national origin; and

WHEREAS, the County proposes to issue its Hospital Facilities Revenue Refunding and Improvement Bonds, Series 2013 (Fairfield Medical Center Project) (the "Series 2013 Bonds"), in the aggregate principal amount of \$96,600,000 for the purpose of financing (a) the acquisition, construction, renovation, equipping and installation of the Project, (b) a portion of the interest on the Series 2013 Bonds during the construction of the Project, (c) the refunding of the Prior Obligations (as hereinafter defined), (d) funding a debt service reserve fund for the Series 2013 Bonds, and (e) paying certain costs incurred in connection with the issuance of the Series 2013 Bonds; and

WHEREAS, the County is issuing the Series 2013 Bonds pursuant to its powers under the provisions of the Act and in accordance with the provisions of a resolution adopted by the Governing Body of the County pursuant to the Act on May 21, 2013 (the "Resolution"). The Series 2013 Bonds will be issued under and secured by the Indenture of Trust (Bond Indenture), dated as of June 1, 2013 (the "Bond Indenture") from the County to U.S. Bank National Association, as trustee (the "Trustee"). Pursuant to the Bond Indenture, the County will pledge

and assign the Basic Rent payable under this Lease to the Trustee as security for the Series 2013 Bonds; and

WHEREAS, the Corporation has represented to the County that it constitutes an "Obligated Issuer" under the Master Trust Indenture, dated as of June 1, 2013, as supplemented (the "Master Indenture"), between the Corporation and U.S. Bank National Association, as trustee (the "Master Trustee"), and that the Series 2013 Bonds, upon their issuance and the issuance of the Series 2013 Note, as hereinafter defined, will constitute "Related Bonds" under the Master Indenture; and

NOW, THEREFORE, in consideration of the issuance of the Series 2013 Bonds by the County and other valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on the Series 2013 Note and the performance of the covenants of the Corporation contained herein, the County and the Corporation hereby covenant and agree as follows (provided that any obligation of the County created by or arising out of this Lease shall not be a general debt or obligation on its part but shall be payable solely out of the rentals, revenues and other income, charges and moneys realized from the use, lease, sale or other disposition of the Existing Facilities and the proceeds of the Series 2013 Bonds as provided in this Lease):

#### ARTICLE I

#### **DEFINITIONS AND EXHIBITS**

<u>Section 1.1</u> <u>Terms Defined</u>. As used in this Lease, the following terms shall have the following meanings unless the context clearly otherwise requires:

"Act" means Chapter 140 of the Ohio Revised Code, as from time to time supplemented and amended.

"Additional Facilities" means improvements, replacements, alterations, additions, enlargements or expansions located in the County, and financed with Related Bonds; any ambulatory health care facilities, satellite hospital facilities, medical office buildings, parking facilities and residential facilities acquired or constructed in connection with hospital facilities; improvements, replacements, alterations, additions, enlargements or expansions in, on or to such ambulatory health care facilities, satellite hospital facilities, medical office buildings, parking facilities and residential facilities; any and all other facilities the operation of which is not contrary to the corporate purposes of the Corporation and does not impair the status of the Corporation as a Tax Exempt Organization; and any and all machinery and equipment for any of the above-described facilities.

"Additional Notes" means additional Notes, other than the Series 2013 Note, issued by Obligated Issuers pursuant to the terms and conditions of the Master Indenture.

"Additional Rent" means that portion of the Rent described as such in Section 2.13 of this Lease.

"Assignment" means the Assignment of Rights Under a Base Lease and Agreement of Lease dated as of June 1, 2013 from the Issuer to the Master Trustee.

"Authorized Lessee Representative" means the person designated at the time, and from time to time, by Lessee pursuant to the Lease to act on behalf of the Lessee by written instrument furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Lessee by an authorized officer. Such certificate may designate an alternate or alternates.

"Base Lease" means the Base Lease entered into with respect to certain of the Existing Facilities between the Corporation and the County of even date herewith, as from time to time amended or supplemented pursuant thereto.

"Basic Rent" means that portion of the Rent described as such in Section 2.15 of this Lease.

"Bond Fund" means the fund by that name created by Section 402 of the Bond Indenture, as indicated by the context.

"Bond Indenture" means the Indenture of Trust (Bond Indenture) dated as of June 1, 2013, from the County to the Trustee, and all amendments and supplements thereto.

"Bond Redemption Fund" means the fund by that name created by Section 402 of the Bond Indenture.

"Bond Year" means the period beginning with June 16 of each calendar year and ending on June 15 of the next succeeding calendar year, except for the first Bond Year, which shall commence on the date of delivery of the Series 2013 Bonds and end on June 15, 2014.

"Bondholder" or "owner" means the registered owner of any Series 2013 Bond, as indicated by the content.

"Code" means the Internal Revenue Code of 1986, as from time to time supplemented and amended. References to the Code and to sections of the Code shall include relevant regulations and proposed regulations thereunder and any successor provisions to such sections, regulations or proposed regulations.

"Corporation" means Fairfield Medical Center, a nonprofit corporation incorporated under the laws of the State of Ohio, and its successors and assigns.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state.

"County" means the County of Fairfield, Ohio, a county and political subdivision organized under the laws of the State, and its successors and assigns.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund created by Section 402 of the Bond Indenture.

"Debt Service Reserve Fund Requirement" means an amount equal to \$6,320,525, which is the least of: (i) the Maximum Annual Debt Service; (ii) 125% of the average annual debt service payable on the Series 2013 Bonds, whether, in the case of principal, at maturity or by mandatory redemption, assuming all such Series 2013 Bonds which are subject to mandatory redemption are duly redeemed in accordance with the requirements of the Bond Indenture, and assuming that no such Series 2013 Bond is otherwise redeemed prior to its maturity; and (iii) ten percent (10%) of the stated principal amount of the Series 2013 Bonds. From time to time, the Debt Service Reserve Fund Requirement shall be decreased to take into account principal and interest payments made on the Series 2013 Bonds.

"Existing Facilities" means the Existing Real Property and all Hospital Facilities acquired, constructed and installed on the Existing Real Property including, without limitation, the Project.

"Existing Real Property" means the real estate described in <u>Exhibit A</u> attached hereto as of the date of the original execution of the Bond Indenture.

"Expense Fund" means the fund by that name created by Section 402 of the Bond Indenture.

"Fiscal Year" means any period of annual reporting adopted by the Corporation as its fiscal year for financial reporting purposes and initially shall mean the period beginning on January 1 and ending on December 31 of each year.

"Fitch" means Fitch Ratings, New York, New York, or its successors and assigns.

"Governing Body" means, with respect to the County, its Board of County Commissioners and, with respect to the Corporation, its board of directors or board of trustees, or if there is no board of trustees or board of directors, then such person or body which pursuant to law or the organizational documents of the Corporation is vested with powers similar to those vested in a board of trustees or board of directors, the term also encompasses any committee empowered to act on behalf of such board or body.

"Independent" means, in the case of an individual, not being a director, officer or employee of the Corporation and, in the case of a firm, not having a partner, director, officer or employee who is a director, officer or employee of the Corporation.

"Interest Account" means the separate account in the Bond Fund by that name created by Section 402 of the Bond Indenture.

"Interest Rate for Advances" means a rate which is the greater of one percent in excess of the rate born by the Series 2013 Bonds or one percent in excess of the prime or base interest rate publicly announced by the Bond Trustee in its lending capacity as a financial institution as its prime or base rate.

"Lease" means this Lease, dated as of June 1, 2013, by and between the Corporation and the County, and all amendments and supplements hereto.

"Master Indenture" means the Master Trust Indenture dated as of June 1, 2013, between the Corporation and the Master Trustee and all indentures supplemental thereto.

"Master Trustee" means U.S. Bank National Association, as trustee under the Master Indenture, and its successors.

"Maximum Annual Debt Service" means, as of any computation date, the maximum amount of principal and interest which will be payable on the Series 2013 Bonds in the then current Bond Year or in any succeeding Bond Year, excluding the amount due in the 12 months preceding the last maturity of the Series 2013 Bonds, whether, in the case of principal, at maturity or by mandatory redemption, assuming all such Series 2013 Bonds which are subject to

mandatory redemption are duly redeemed in accordance with the requirements of the Bond Indenture, and assuming that no such Series 2013 Bond is otherwise redeemed prior to its maturity in accordance with the requirements of the Bond Indenture, and assuming that no such Series 2013 Bond is otherwise redeemed prior to its maturity; provided that Maximum Annual Debt Service shall be computed using the assumptions and methodology provided for in the definition of Debt Service Coverage Ratio contained in the Master Indenture.

"Moody's" means Moody's Investor Services, Inc., New York, New York, or its successors and assigns.

"Net Proceeds," when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys' and adjusters' fees and any expenses of the Trustee, the County or the Corporation) incurred in the collection of such gross proceeds.

"Note" or "Notes" means the Master Indenture Notes from time to time issued by the Obligated Issuers under the Master Indenture, including the Series 2013 Note and any Additional Notes.

"Obligated Group" means all Obligated Issuers.

"Obligated Issuer" means the Corporation and any Person who becomes an Obligated Issuer under Article VI of the Master Indenture.

"Person" or "person" shall include an association, unincorporated organization, a corporation, partnership, limited liability company, joint venture, business trust or a government or an agency or a political subdivision thereof, or any other entity.

"Principal Account" means the separate account in the Bond Fund by that name created by Section 402 of the Bond Indenture.

"Prior Obligations" means (i) the County's \$34,710,000 Hospital Facilities Revenue Bonds, Series 2003, dated as of December 30, 2003, (ii) the Master Lease-Purchase and Sublease Purchase Agreement dated as of August 1, 2007 with National City Equipment Finance, a division of National City Commercial Capital Company, LLC and the County, and Acquisition Schedule No. 1 to provide funds in the amount of \$1,915,715, (iii) the County's \$20,000,000 Hospital Facilities Revenue Refunding and Improvement Bonds, Series 2010, dated as of June 30, 2010, and (iv) the County's \$10,000,000 Hospital Facilities Revenue Bonds, Series 2010B, dated as of December 22, 2010.

"Project" means the financing of certain improvements to the Existing Facilities from the proceeds of the Series 2013 Bonds, including without limitation, the acquisition, construction, renovation, addition, equipping and installation of a new hospital building to house certain operating rooms and patient rooms and other related capital expenditures incurred by the Lessee,

all of which constitute Hospital Facilities, as defined in Section 140.01 of the Ohio Revised Code, and will be located on the Existing Facilities.

"Project Fund" means the fund by that name created by Section 402 of the Bond Indenture.

"Qualified Investments" means Qualified Investments as defined in the Bond Indenture.

"Rating Category" or "Rating Categories" means one or more of the generic rating categories of a Rating Service without regard to any refinement or gradation of such rating category or categories by numerical modifier or otherwise.

"Rating Service" means any of Moody's, S&P and Fitch, and their successors and assigns, and, if either shall be dissolved or no long assigning credit ratings to long term debt, then any other nationally recognized entity assigning credit ratings to long term debt designated by the Corporation.

"Related Bond Indenture" means any indenture, bond resolution or other comparable instrument pursuant to which a series of Related Bonds are issued.

"Related Bonds" means the revenue bonds or other obligations issued by any State of the United States of America or any municipal corporation or political subdivision formed under the laws thereof or any constituted authority or agency or instrumentality of any of the foregoing empowered to issue obligations on behalf thereof ("governmental issuer"), pursuant to a single Related Bond Indenture, the proceeds of which are loaned or otherwise made available to the Corporation or any other Obligated Issuer in consideration of the execution, authentication and delivery of a Note or Notes to or for the order of such governmental issuer or a trustee acting on behalf of such governmental issuer, or a provider of credit enhancement for such revenue bonds or other obligations.

"Rent" means collectively the Basic Rent and the Additional Rent.

"Resolution" means the resolution adopted by the Governing Body of the County on May 21, 2013.

"S&P" means Standard & Poor's Rating Services, New York, New York, or its successors and assigns.

"Series 2013 Bonds" means the County of Fairfield, Ohio Hospital Facilities Revenue Refunding and Improvement Bonds, Series 2013 (Fairfield Medical Center Project), dated the date of initial delivery, being issued under the Bond Indenture in the aggregate principal amount of \$96,600,000.

"Series 2013 Note" means the Series 2013 Note issued by the Corporation to the Trustee in accordance with the Master Indenture and Supplemental Indenture Number One.

"State" means the State of Ohio.

"Supplemental Indenture Number One" means Supplemental Master Indenture Number One, dated as of June 1, 2013, between the Corporation and the Master Trustee, supplemental to the Master Indenture, providing for the issuance of the Series 2013 Note.

"Tax Exempt Organization" means a nonprofit person organized under the laws of one of the states of the United States or the District of Columbia which is an organization described in Section 501(c)(3) of the Code and exempt from federal income taxes under Section 501(a) of the Code or any predecessor or successor provisions of similar import heretofore or hereafter enacted.

"Trustee" means U.S. Bank National Association or the successor Trustee at the time serving as such under the Bond Indenture.

"Trust Estate" means the property described in the Granting Clauses of the Bond Indenture.

"Unassigned Rights," with respect to the County, means the rights to execute and deliver supplements and amendments to this Lease pursuant to Article VII hereof; to be reimbursed by the Corporation for reasonable fees and expenses incurred by the County; and to be indemnified by the Corporation for any liability incurred by the County as required by Section 2.10 hereof; which rights are not assigned by the County to the Master Trustee or Trustee, but for the protection of which such trustees may act on behalf of the County.

"Written Request" means, with respect to the Corporation, a request in writing signed by the Authorized Lessee Representative or alternate Authorized Lessee Representative and with respect to any other Person, a request in writing signed by the Person, if an individual, or otherwise by an authorized representative of that Person.

- <u>Section 1.2</u>. <u>Section Rules of Interpretation</u>. For all purposes of this Lease, except as otherwise expressly provided or unless the context otherwise requires:
  - (1) "This Lease" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof;
  - (2) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision;
  - (3) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;

- (4) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles;
- (5) Any terms not defined herein but defined in the Bond Indenture or Master Indenture shall have the meaning herein which they have in the Bond Indenture or Master Indenture;
- (6) The terms defined elsewhere in this Lease shall have the meanings therein prescribed for them;
- (7) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders; and
- (8) The headings used in this Lease are for convenience of reference only and shall not define or limit the provisions hereof.
- Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A . . . . Description of Existing Real Property

#### ARTICLE II

## PARTICULAR COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE CORPORATION AND OF THE COUNTY

- <u>Section 2.1.</u> <u>Description of Interest in Demised Premises</u>. The County hereby demises, leases and rents to the Corporation as lessee under this Lease, and the Corporation hereby takes, accepts and rents the Existing Facilities from the County, upon and subject to the terms, covenants, conditions and provisions hereinafter stated and the following limitations, restrictions, reservations and encumbrances:
  - (a) all covenants, easements, encumbrances, defects of title, reservations, restrictions and conditions affecting the whole or any part of the Existing Facilities which exist at the date of the delivery of this Lease which constitute Permitted Encumbrances, as defined in the Master Indenture;
  - (b) all present and future Federal, state, county or municipal laws, resolutions, regulations, orders, assessments and levies affecting the whole or any part of the Existing Facilities or the use thereof:
  - (c) the right hereby reserved for the County, its officers, employees, consultants, contractors and their employees, subcontractors, materialmen and other authorized representatives to enter the Existing Facilities to the extent reasonably necessary for, and during the period of the acquisition, construction, renovation, equipping and installation of the Project; and
    - (d) all other rights reserved to the County under this Lease.

It is hereby understood and agreed by the Corporation and the County that any title to or interest in the Existing Facilities acquired by the Corporation pursuant to this Lease shall be subordinate in all respects to the Mortgage (as defined in the Master Indenture), the Bond Indenture, the Base Lease, and the Master Indenture. It is the intention of the parties hereto that there shall be no merger of the Corporation's interest in the premises demised hereunder and its title to or interest in the Existing Facilities held prior to or acquired subsequent to this Lease.

The County does not make any representation or warranty, either express or implied, as to: (i) the suitability or utility of the Existing Facilities for the Corporation's purposes or needs; (ii) the earning capacity of the Existing Facilities; or (iii) the condition of the Existing Facilities or the Project.

#### Section 2.2. Consent to Assignment.

(a) The Corporation acknowledges and consents to the assignment to the Trustee of the County's right to receive Basic Rent hereunder.

- (b) The County hereby irrevocably directs the Corporation to pay Basic Rent to the Trustee or other Related Bond Trustee, or as the Trustee or other Related Bond Trustee, from time to time may direct.
- (c) The Corporation hereby consents to the Assignment and agrees the Master Trustee may enforce the rights, remedies and privileges granted to the County hereunder including, without limitation, the rights, remedies and privileges of the County contained in Article V hereof, except that payment of Basic Rent is assigned to the Trustee and except for Unassigned Rights, which are reserved to the County and may be enforced by the County.
- <u>Section 2.3.</u> <u>Representations and Agreements of the Corporation</u>. The Corporation represents and agrees that:
  - (a) The Corporation is a nonprofit corporation duly incorporated and in good standing under the laws of the State; is duly authorized under the laws of the State and all other applicable provisions of law and its Articles of Incorporation and Code of Regulations to execute and deliver this Lease; all action on its part necessary for the valid execution, delivery and performance of this Lease have been duly and effectively taken; and this Lease will be a legal, valid and binding obligation of the Corporation;
  - (b) The Corporation shall operate the Existing Facilities as "hospital facilities," within the meaning of the Act, through the date on which all of the Series 2013 Bonds have been fully paid and are no longer Outstanding, within the meaning of the Bond Indenture, subject however, to the provisions of the Master Indenture;
  - (c) The Corporation will not use any of the proceeds of the Series 2013 Bonds in such a manner as to, or take any action which would, impair the exemption of interest on the Series 2013 Bonds from federal income taxation; nor will the Corporation at any time take any action which would in any way adversely affect the right of the County to issue tax exempt bonds under the provisions of Section 103 of the Code. Neither the Corporation nor any Related Person, as defined in the Code, shall, pursuant to an arrangement, formal or informal, purchase obligations of the County in an amount related to the Series 2013 Note delivered in connection with the transaction contemplated hereby unless such purchase is accompanied by an opinion of Counsel regarding compliance with State law and federal tax laws;
  - (d) Neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of this Lease, conflicts with or results in a breach or violation of the Articles of Incorporation or Code of Regulations of the Corporation or any of the terms, conditions or provisions of any corporate restriction or any agreement or instrument to which the Corporation is now a party or by which it or any of its materially important properties are bound, including the Master Indenture, or constitutes a default

under any of the foregoing, or results in the creation or imposition of any lien whatsoever upon any of the property of the Corporation prohibited under the terms of any instrument or agreement;

- (e) The Existing Real Property and the Existing Facilities comply, and any Additional Facilities will comply, with all presently or then applicable building and zoning ordinances;
- (f) The Corporation is organized and operated exclusively for benevolent, religious and charitable purposes and not for pecuniary profit; and no part of the net earnings of the Corporation inures to the benefit of any person, private shareholder or individual;
- (g) The Corporation is a Tax Exempt Organization pursuant to a ruling of the United States Department of the Treasury, and is not a "private foundation" as defined in Section 509(a) of the Code;
- (h) There will be no restriction on the admittance of patients or the hiring of personnel at the Existing Facilities based on race, creed, color or national origin;
- (i) The Series 2013 Bonds, upon their issuance, will constitute "Related Bonds" under the Master Indenture;
- (j) The Corporation warrants that the recitals of fact and statements contained in this Lease with respect to the Corporation are true in all material respects;
- (k) In operating the Existing Facilities, the Corporation purposely intends to provide for the efficient operation of its hospital facilities and to make same available for the service of the public without regard to race, color, creed or national origin. To effectuate this purpose the County has entrusted unto the Corporation, pursuant to the Lease, the exclusive right to maintain and operate the Existing Facilities; and
- (l) The Corporation is an "Obligated Issuer" within the meaning of the Master Indenture.
- Section 2.4. Payment of Basic Rent. The Corporation will duly and punctually pay Rent under this Lease, including the Basic Rent described in Section 2.15 hereof, at the dates and the places and in the manner mentioned therein and in this Lease, according to the true intent and meaning hereof.
- Section 2.5. Filing of Financing Statements. The Corporation will, forthwith after the execution and delivery of this Lease and thereafter from time to time and at its own expense, cause financing statements to be filed in such manner and in such places as may be required by law in order fully to preserve, perfect and protect the security interest in the payment of Basic Rent under this Lease and the other components of the Trust Estate under the Bond Indenture;

and from time to time, as long as any Series 2013 Bonds are Outstanding, will perform or cause to be performed any other act as provided by law and will execute or cause to be executed and will file or cause to be filed any and all continuation statements and further instruments that may be requested by the County, the Master Trustee or the Trustee for such perfection and protection. Except to the extent it is exempt therefrom, the Corporation will pay or cause to be paid all filing fees incident to such filing and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or State fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Lease and such instruments of further assurance.

At such times as the Trustee or Master Trustee shall reasonably request, and not less often than every five years after the date of issuance of the Series 2013 Bonds, the Corporation shall cause to be delivered to the Trustee and Master Trustee an opinion of counsel, who may be counsel for the Corporation, addressed to those trustees and stating that based on law in effect on the date of such opinion, no filing, registration or recording and no refiling, re-registration or re-recording of any agreement or instrument, any assignment or amendment thereto, any financing statement or amendments thereto, or any continuation statements or instruments of similar character related to the pledges and assignments made to secure the Series 2013 Bonds, is required by law during the subsequent five-year period, in order to fully preserve and protect the security of those trustees. The Corporation shall take or cause to take all actions necessary to satisfy any such requirements.

<u>Section 2.6.</u> <u>Maintenance of Corporate Existence and Tax Status</u>. The Corporation agrees that it will at all times comply fully with the provisions of Section 5.03 of the Master Indenture.

Section 2.7. Use of the Existing Facilities. The Corporation will use the Existing Facilities only in furtherance of the lawful corporate purposes of the Corporation. The Corporation further agrees that it will not use the Existing Facilities, or permit the Existing Facilities to be used, by any non-exempt person in such manner as would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Series 2013 Bonds otherwise afforded under Section 103(a) of the Code. The Corporation further agrees that the Existing Facilities shall not be used primarily for sectarian instruction or study or as a place for devotional activities or religious worship.

Section 2.8. Repairs, Maintenance and Alterations. The Corporation shall at its own cost and expense keep the Existing Facilities in good repair and order, reasonable wear and tear excepted, and in as reasonably safe condition as its operations will permit and will make all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary as well as extraordinary and foreseen as well as unforeseen, and all necessary replacements or renewals, subject in all respects to the receipt by the Corporation of all necessary governmental permits and approvals therefor, and subject, further, to the provisions of Section 5.03(b) of the Master Indenture. Compliance by the Corporation with Section 5.03(b) of the Master Indenture shall constitute compliance with the preceding sentence of this Section.

The Corporation shall have the right from time to time at its sole cost and expense to make repairs, restorations, replacements, additions, alterations and changes, whether structural or nonstructural (hereinafter collectively referred to as "alterations") in or to the Existing Facilities; provided, however, that no alteration of any kind shall be made which would result in a violation of the provisions of Section 2.7 hereof.

- Section 2.9. Insurance. The Corporation shall take out and continuously maintain in effect insurance against such risks, both generally and specifically with respect to the Existing Facilities, as are customarily insured against by hospitals of similar size and character, paying as the same become due all premiums in respect thereto, all in the manner and to the extent provided in Section 5.03(h) of the Master Indenture.
- Section 2.10. Indemnity. The Corporation will pay, and will protect, indemnify and save the County (including its officers and the members of its Governing Body), the Master Trustee and the Trustee (including their directors, officers, agents and employees) harmless from and against, and defend the County, the Master Trustee and the Trustee against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the County, the Master Trustee and the Trustee), causes of action, suits, claims, demands and judgments of any nature (except as occasioned by the negligence or willful misconduct of either the Master Trustee and the Trustee) arising from:
  - (1) any injury to or death of any person or damage to property in or upon the Existing Facilities, or resulting from or connected with the use, non-use, condition or occupancy of the Existing Facilities or a part thereof;
  - (2) violation of any agreement or condition of this Lease, except by any party seeking to be indemnified under this Section 2.10;
  - (3) violation of any contract, agreement or restriction by the Corporation relating to the Existing Facilities;
  - (4) violation of any law, ordinance or regulations arising out of the ownership, occupancy or use of the Existing Facilities or a part thereof;
  - (5) any statement or information contained in any final official statement furnished to purchasers of any Series 2013 Bonds, that is untrue or incorrect in any material respect, and any omission from any such official statement of any material statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect, provided that any such final official statement shall have been approved in writing by the Corporation;

- (6) the execution of the trusts created by the Master Indenture and the Bond Indenture and the exercise and performance of the powers and duties of the Master Trustee and the Trustee under the Master Indenture and the Bond Indenture; and
- (7) with respect to the County only, the authorization, issuance, sale, trading, redemption or servicing of the Series 2013 Bonds, and the provision of any information or certifications concerning the Series 2013 Bonds, the Project or the Corporation including, without limitation: (i) any information or certifications provided by any person for the preliminary official statement and the final official statement for the Series 2013 Bonds; (ii) any information or certifications furnished by the Corporation for, and included in, or used as a basis for preparation of, any certifications, information statements or reports furnished by the County; and (iii) any information or certifications obtained from the Corporation or the County to assure the exclusion of the interest on the Series 2013 Bonds from gross income of the holders thereof for federal income tax purposes.

In the event of settlement of any litigation, commenced or threatened, arising from a claim in respect of which indemnity may be sought against the Corporation under this Section 2.10, such indemnity shall be limited to the aggregate amount paid under a settlement effected with the written consent of the Corporation. The County, the Master Trustee or the Trustee shall promptly notify the Corporation in writing of any claim or action brought against the County, the Master Trustee or the Trustee, as the case may be, in respect of which indemnity may be sought against the Corporation under this Section 2.10, setting forth the particulars of such claim or action, and the County, the Master Trustee and the Trustee may employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall not be payable by the Corporation unless such employment has been specifically approved by the Corporation.

The provisions of this Section 2.10 shall survive the termination of this Lease, the Bond Indenture and the resignation or removal of the Trustee for any reason and shall not be subject to set-off by the Corporation.

Section 2.11. No Pecuniary Liability of the County. No provision, covenant or agreement contained in this Lease, and no obligation herein imposed upon the County or the breach thereof, shall constitute an indebtedness of the County or the State or any political subdivision thereof within the meaning of any Ohio constitutional provision or statutory limitation or shall constitute or give rise to a pecuniary liability of the County or the State or any political subdivision thereof or a charge against its general credit or taxing powers. In making the agreements, provisions and covenants set forth in this Lease, the County has not obligated itself, except to the extent that the County is authorized to act pursuant to the laws of the State and except with respect to the Trust Estate. The County and any of its officials, officers or employees shall have no monetary liability arising out of the obligations of the County hereunder or in connection with any covenant, representation or warranty made by the County herein and neither the County nor its officials, officers or employees shall be obligated to pay any amounts

in connection with the transactions contemplated hereby other than from the Trust Estate or other monies received from the Corporation.

Section 2.12. Application of Proceeds and Other Moneys; Investments. The Corporation hereby directs the County and the Trustee to apply the proceeds from the sale of the Series 2013 Bonds in the manner specified in Section 301 of the Bond Indenture.

The Corporation shall have the right to direct the application of the funds and accounts created by the Bond Indenture, as provided in Article IV of the Bond Indenture. All moneys in the Interest Account, the Principal Account, the Debt Service Reserve Fund, the Bond Redemption Fund, the Expense Fund and the Project Fund may, at the written direction of the Corporation, be invested in Qualified Investments. The income from such investments of moneys in such Funds and Accounts shall be deposited or applied by the Trustee as provided in the Bond Indenture. Any such investments shall be held by or under the control of the Trustee and shall mature at such times as it is anticipated that moneys from the particular Fund or Account will be required for the purposes of the Bond Indenture. The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary so to do in order to provide money to make any payment or transfer of money from any fund or account as provided herein and in the Bond Indenture. The Corporation acknowledges that to the extent the regulations of the Comptroller of the Currency or other applicable regulatory agency grant the Corporation the right to receive brokerage confirmations of security transactions, the Corporation waives receipt of such confirmations.

For the purpose of determining the amount from time to time on deposit in any of said Funds or Accounts, such investments shall be valued at the market value thereof. Such valuation shall occur at the same time as provided in Section 404 of the Bond Indenture. The method of valuation shall be as reasonably determined by the Trustee.

The Corporation further covenants that it will not, and will not cause the Trustee to, make any investment or do any other act or thing during the period that any Series 2013 Bonds are Outstanding under the Bond Indenture which would cause the Series 2013 Bonds to become or be classified as "arbitrage bonds" within the meaning of Sections 103(b)(2) and 148 of the Code. It is further understood and agreed that the Trustee shall not be required at any time to make any such investment or determination or to do any such act.

Section 2.13. Other Amounts Payable by the Corporation. The Corporation agrees to pay directly to the Trustee: (i) an amount equal to the annual fee of the Trustee for the ordinary services of the Trustee, as Trustee, rendered and its ordinary expenses incurred under the Bond Indenture, including the annual valuation of the investments of the funds as provided in Section 2.12 hereof, as and when the same becomes due; (ii) the reasonable fees, charges and expenses of the Trustee, as Bond Registrar and paying agent, and any other paying agent, and when the same become due; and (iii) the reasonable fees, charges and expenses of the Trustee for the necessary extraordinary expenses rendered by it and extraordinary expenses incurred by it under

the Bond Indenture, as and when the same become due; provided, however, that the Corporation may, without creating a default hereunder, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses.

- Section 2.14. Credits on Obligation to Pay Basic Rent. Notwithstanding any provision contained in this Lease or in the Bond Indenture to the contrary, in addition to any credits on the obligation to pay Basic Rent resulting from the payment or prepayment thereof from other sources:
  - (a) any available moneys held by the Trustee in the Principal Account shall be credited against the obligation of the Corporation to pay Basic Rent as the same becomes due in accordance with the Bond Indenture;
  - (b) any available moneys held by the Trustee in the Interest Account shall be credited against the obligation of the Corporation to pay Basic Rent as the same becomes due in accordance with the Bond Indenture, and without limiting the foregoing, moneys held by the Trustee in the Funded Interest Subaccount, as defined in the Bond Indenture, shall be credited against the obligation of the Corporation to make the Basic Rent payments described in Section 2.15(a) hereof;
  - (c) Series 2013 Bonds, purchased and delivered to the Trustee for cancellation and cancelled by the Trustee, shall be credited against the obligation of the Corporation to pay as the same becomes due, Basic Rent corresponding to the principal of and interest on the Series 2013 Bonds so delivered and cancelled; and
  - (d) if the Basic Rent is to be prepaid in whole pursuant to Section 4.2 hereof and all the Series 2013 Bonds are to be redeemed pursuant to the Bond Indenture, the amount of any moneys transferred by the Trustee from any Fund or Account created under the Bond Indenture to the Bond Redemption Fund in accordance with the Bond Indenture shall be credited against the obligation of the Corporation to pay Basic Rent as the same becomes due.
- Section 2.15. Payments to Bond Trustee. The Corporation covenants and agrees to make, or cause to be made, the following Basic Rent payments to the Trustee for deposit into the following funds and accounts established by the Bond Indenture on the following dates:
  - (a) <u>Interest Account Deposits</u>. On or before December 1, 2013, an amount equal to the interest to become due on the Series 2013 Bonds on December 15, 2013, and on or before the first day of each March, June, September and December thereafter, an amount equal to one-half (1/2) of the interest to become due on the Series 2013 Bonds on the next succeeding interest payment date thereon provided that no such payment need be made to the extent that moneys are on hand in the applicable subaccount of the Interest Account for that purpose; and provided further that the Corporation shall receive a credit as determined by the Trustee against such payment for amounts transferred by the

Trustee from the Debt Service Reserve Fund to the applicable subaccount within the Interest Account pursuant to the Bond Indenture.

- (b) Principal Account Deposits. On or before the first day of each March, June, September and December, commencing September 1, 2013, an amount equal to one-quarter (1/4) of the principal coming due on the Series 2013 Bonds on the next succeeding principal payment date whether at maturity or by mandatory sinking fund redemption; provided that no such payment need be made to the extent that moneys are on hand in the Principal Account and available for that purpose; and provided further that the Corporation shall receive a credit as determined by the Trustee against such principal payment for amounts transferred by the Trustee from the Debt Service Reserve Fund to the Principal Account pursuant to the Bond Indenture.
- (c) <u>Debt Service Reserve Fund Deposits</u>. Whenever the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement, the Corporation is required at the direction of the Authorized Lessee Representative: (i) whenever the total of the amounts on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement due to withdrawals therefrom for any purpose, to make up such deficiency in the Debt Service Reserve Fund in twelve (12) equal monthly installments, commencing with the month following any deficiency by making deposits in the Funded Depreciation Account; and (ii) whenever the total of the amounts on deposit in the Debt Service Reserve Fund is less than 90% of the Debt Service Reserve Fund Requirement due to periodic valuation thereof pursuant to Section 404 of the Bond Indenture, to make up such deficiency in the Debt Service Reserve Fund by making a deposit in the Funded Depreciation Account, all in accordance with Section 403(c) of the Bond Indenture.
- (d) Additional Deposits to the Funded Depreciation Account of the Debt Service Reserve Fund. The Corporation may from time to time, make additional deposits to the Funded Depreciation Account for the purpose of reducing the amounts on deposit in the Borrowed Funds Account as provided in Section 403(c) of the Bond Indenture; provided, however, that any such payment shall not affect the Corporation's obligations to make payments pursuant to paragraphs (a), (b) and (c) of this Section 2.15.

The Corporation shall pay to the Trustee or the County, as the case may be, when due and payable, as Additional Rent, such of the following costs and expenses properly incurred by the County as are not paid out of the proceeds of the Series 2013 Bonds:

- (i) the reasonable fees and other costs incurred for services of such Independent engineers, architects, attorneys, and accountants as are employed to make examinations and/or render opinions and reports in connection with the issuance and delivery of the Series 2013 Bonds required under this Lease or the Bond Indenture;
- (ii) reasonable fees and other costs, including attorneys' fees and expenses, not otherwise paid under this Lease or the Bond Indenture, incurred by the County in

connection with its administration and enforcement of, and compliance with, this Lease and the Bond Indenture; and

(iii) amounts advanced by the County or the Trustee under authority of this Lease or the Bond Indenture and which the Corporation is obligated to repay.

If other Related Bonds are issued for the benefit of the Corporation, payments of rent may be made to the trustee under the Related Bond Indenture securing the other series of Related Bonds.

Section 2.16. Credits on Obligation to Make Payments on the Series 2013 Note. Payments by the Corporation of Basic Rent under this Lease shall be credited against the obligation of the Corporation and other Obligated Issuers to make payments on the Series 2013 Note as the same become due, and the Trustee, as applicable, shall notify the Master Trustee not less frequently than annually of the amounts so credited.

Section 2.17. The Corporation's Obligations Unconditional. The Corporation, notwithstanding anything herein to the contrary, shall bear all risk of damage or destruction, in whole or in part, to the Existing Facilities or any part thereof, including, without limitation, any loss, complete or partial, or interruption in the use, occupancy or operation of the Existing Facilities, or any manner or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Existing Facilities or the compliance by the Corporation with any of the terms of this Lease. The Corporation agrees that its obligations to make payments hereunder will be absolute and unconditional and that the Corporation will not be entitled to any abatement, diminution, set-off, abrogation, waiver or modification thereof nor to any termination of this Lease by any reason whatsoever, regardless of any rights of set-off, recoupment or counterclaim that the Corporation might otherwise have against the County, the Master Trustee or the Trustee or any other party or parties and regardless of any contingency, act of God, event or cause whatsoever.

Section 2.18. The Corporation's Payments as Trust Funds. All payments of Basic Rent and other payments required to be made by the Corporation under this Lease to the County or the Trustee which under the Bond Indenture are required to be applied in payment of or as security for the Series 2013 Bonds shall be and constitute and are hereby declared to be trust funds, whether held by the County, the Trustee or any bank or trust company designated for such purpose, and shall continue to be impressed with a trust until such moneys are paid out and applied in the manner provided in the Bond Indenture.

Section 2.19. Representations of County. The County covenants and agrees that it will not suffer, permit or take any action or do anything which may result in the termination or cancellation of the Base Lease or the Lease except in accordance with the terms of the Base Lease or the Lease. The County covenants and represents that it has full right and lawful authority to enter into the Base Lease and this Lease for the full term thereof and to grant to the Corporation the rights to sublease and operate the Existing Facilities as herein contained, and that so long as the Corporation shall pay Rent as provided herein and shall duly observe and

perform all the terms, covenants, conditions, provisions, stipulations and agreements of this Lease obligatory on it, the Corporation shall have, hold and enjoy, during the term hereof, peaceful, quiet and undisputed possession of the Existing Facilities, without hindrance or molestation by anyone claiming by or through the County, subject, however, to the provisions of this Lease, and the County shall from time to time take all necessary action to that end.

Section 2.20. Effecting Changes in the Existing Facilities. The Corporation at its own cost and expense may, make such additions, renewals, replacements or improvements to or alterations of the Existing Facilities or may construct or place on the Existing Facilities such additional or renewal or replacement facilities, furnishings or equipment as the Corporation may deem desirable to effectuate the purposes herein contemplated; provided that such additions, renewals, replacements, improvements, alterations, facilities, furnishings or equipment will not materially impair the structural soundness or the usefulness of the Existing Facilities nor adversely affect the purposes of this Lease.

The Corporation may select an architect, construction manager and such other consultants and contractors as it determines advisable to provide services related to and for the construction of the Project and any alteration of the Existing Facilities. The Corporation's agreement with the construction manager may provide for the provision of construction management services, the entry into trade contracts by the construction manager for the construction of the Project, a guaranteed maximum price, payment to the construction manager for the cost of the work and a fee, changes in the Project, insurance for the Project during construction, and such other matters as the Corporation determines to be advisable. The trade contracts into which the construction manager enters shall provide for all of the work necessary for the completion of the Project through multiple contractors, except to the extent the Corporation elects to provide equipment or materials.

The Corporation may cause the construction manager to seek private bids for the work to be performed by the trade contractors through public advertisement or otherwise, open and review the bids privately, and then based upon such factors as the construction manager determines to be important for the timely and proper construction of the Project, select one or more bidders with which to negotiate contracts for each division of the work. The form of the trade contracts will be in the form selected by the construction manager and acceptable to the Corporation. The bidding, awarding and entry into the trade contracts, the selection and entry into the architect's and construction manager's agreements, division of the work, surety bonding requirements, and all other procedures used in and requirements applicable to the construction of the Project shall be as selected by the Corporation in its sole discretion. To the extent permitted by law, the County and the Corporation agree that the Corporation will not be required to comply with the laws and regulations applicable to the bidding, award and construction of improvements by municipal corporations or other political subdivisions of the State.

The County covenants that, except as in this Lease, the Base Lease and the Bond Indenture otherwise permitted, it will not, during the term of this Lease sell or otherwise dispose of or encumber its leasehold interest in the Existing Facilities or any part thereof or permit the

Existing Facilities or any part thereof to be sold, demolished, removed or otherwise disposed of or encumbered.

Section 2.21. Assignment of Warranties and Claims. The County will, to the extent possible, transfer and assign without representation, warranty or recourse to the Corporation upon completion of Additional Facilities or alterations or improvements to the Existing Facilities, all of the County's rights and interests in, to and under any maintenance or surety bonds or warranties respecting quality, durability or workmanship obtained by the County in connection with the Additional Facilities, alterations or improvements, if any, or any part thereof, or any claims against any contractors, vendors or materialmen with respect to the Additional Facilities, alterations or improvements, if any, and give to the Corporation the right to take action, at the Corporation's sole cost and expense, in the name of either the County or the Corporation for the enforcement of such bonds and warranties or to pursue such claims; and all benefits and recoveries accruing therefrom during the term of this Lease shall be retained by the Corporation.

Section 2.22. Easements. The County and the Corporation shall, subject to the provisions of this Section, at any time or times lawfully grant or release, as the case may be, with or without consideration, such easements, rights of way, licenses or other rights over, upon or beneath the surface of the land constituting a part of the Existing Real Property as shall constitute Permitted Encumbrances under the Master Indenture, provided that the efficient operation of the Existing Facilities or reasonable ingress thereto and egress therefrom shall not be thereby materially impaired. The County agrees that it will execute and deliver in the manner provided by applicable law, and will direct the Trustee to execute and deliver any instruments necessary or desirable to effectuate any such grant or release upon receipt of the Corporation's written request therefor stating that the Corporation has determined that such grant or release will not materially adversely affect the operation, efficiency or economic value of the Existing Facilities and accompanied with a copy of the legal instrument proposed to effectuate such grant or release.

Section 2.23. Release of Land. Notwithstanding any other provisions of this Lease, the parties hereto reserve the right, by mutual written consent at any time and from time to time, to amend this Lease for the purpose of effectuating the release of one or more parcels of or interests in land constituting a part of the Existing Real Property and the removal from the purview of this Lease and from the leasehold estate created hereby of such parcel or parcels of or interest in land.

So long as any Series 2013 Bonds remain Outstanding, this Lease may be amended for the purpose above stated only when and if the following requirements have been fulfilled:

- (a) a fully executed counterpart of such amendment shall be deposited with the Trustee;
- (b) there shall be deposited with the Trustee a certificate of a qualified architect, engineer or such other experts not objected to by the Trustee, employed by the Corporation, to whom the County makes no reasonable objection, dated not more than forty-five (45) days prior to the date of the adoption of such resolution by the Governing

Body of the County, stating that in the opinion of such engineer such parcel or parcels of land are not otherwise needed for the operation of the Existing Facilities or will be replaced and that the release or removal so proposed will not impair the efficiency or utilitarian value of the Existing Facilities and will not impede the means of ingress thereto and egress therefrom to any material extent;

- (c) there shall be filed with the Trustee the opinion of counsel for the Corporation stating that such amendment is valid and binding according to its terms; and
- (d) there shall be filed with the Trustee an opinion of nationally recognized bond counsel to the effect that such amendment shall not cause interest on the Series 2013 Bonds to be includable in gross income for federal income tax purposes.

Notwithstanding the foregoing, the County and the Corporation agree that real property constituting part of the Existing Facilities or Additional Facilities and used for ingress or egress for the Existing Facilities or Additional Facilities or for property adjacent to the Existing Facilities or Additional Facilities which does not constitute part of the Existing Facilities or Additional Facilities may be released upon meeting the conditions set forth in paragraph (a) above so long as the Corporation continues to provide adequate ingress and egress with respect to the Existing Facilities or Additional Facilities. Determinations as to the adequacy of ingress and egress with respect to the Existing Facilities or Additional Facilities shall be made solely by the Corporation and shall be relied upon by the County and the Trustee. Nothing in this Section 2.23 shall limit the rights of the Corporation and the County to grant or release easements, rights of way, licenses or other rights to land under Section 2.22.

Section 2.24. Surplus Project Funds. In the event the proceeds deposited to the credit of the Project Fund should exceed the amount required to pay the costs of the Project, such excess moneys shall be applied, after the completion date of the Project, in one of the following ways, as directed by the Corporation in writing to the Bond Trustee:

- (a) all or any part of such excess moneys may be deposited to the credit of the Principal Account and used to purchase Series 2013 Bonds pursuant to Section 505 of the Bond Indenture; or
- (b) all or any part of such excess moneys may be deposited to the credit of the Principal Account and used as a credit against Basic Rent with respect to principal irrespective of any limitations imposed by this Lease, with respect to the payment of installments of Basic Rent.

All such excess moneys, until any of the options set forth above are exercised shall be invested in Qualified Investments as directed in writing by the Corporation.

#### ARTICLE III

#### DAMAGE, DESTRUCTION AND CONDEMNATION

- <u>Section 3.1.</u> <u>Damage, Destruction or Condemnation</u>. The Corporation agrees and covenants with the County that the Corporation will comply with Section 5.09 of the Master Indenture as those provisions relate to the Existing Facilities.
- <u>Section 3.2.</u> <u>Net Proceeds.</u> Net Proceeds resulting from damage, destruction or condemnation as provided in Section 3.1 hereof shall be used and applied as provided in Section 5.09 of the Master Indenture.

#### ARTICLE IV

#### PREPAYMENT OF BASIC RENT

- <u>Section 4.1</u>. <u>Prepayment Generally</u>. No prepayment of Basic Rent may be made except to the extent and in the manner expressly permitted by this Lease.
- Section 4.2. Prepayment from Net Proceeds of Insurance or Condemnation or Otherwise. The Corporation shall have the right to prepay Basic Rent in whole or in part from the Net Proceeds of insurance or condemnation awards pursuant to Article III hereof.

The Corporation shall also have the right to prepay Basic Rent in whole or in part if:

- (a) The Existing Facilities shall have been damaged or destroyed: (1) to such extent that they cannot be reasonably expected to be restored within a period of six months from the commencement of restoration to the condition thereof immediately preceding such damage or destruction; or (2) to such extent that it is reasonably expected that the Corporation will be thereby prevented from carrying on its normal operations therein or thereon for a period of six months; or (3) to such an extent that the cost of restoration thereof would exceed more than twenty percent of the appraised value of the Existing Facilities immediately prior to the date on which such damage or destruction occurred;
- (b) Title to, or the temporary use of, all or a significant portion of the Existing Facilities shall have been taken under the exercise of the power of eminent domain by any governmental authority, or Person acting under governmental authority: (1) to such extent the Existing Facilities cannot be reasonably expected to be restored within a period of six months from the commencement of restoration to a condition of comparable usefulness to that existing prior to such taking; or (2) it is reasonably expected that such a taking will result in the Corporation being thereby prevented from carrying on its normal operations therein or thereon for a period of six months; or
- (c) As a result of any changes in the Constitution of the State or the Constitution of the United States of America or of the legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the County or the Corporation in good faith, this Lease shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed in this Lease, or if unreasonable burdens or excessive liabilities shall have been imposed upon the County or the Corporation, with respect to the Existing Facilities or operation thereof, including without limitation federal, state or other ad valorem property, income or other taxes not being imposed on the date of this Lease other than ad valorem taxes presently levied upon privately owned property used for the same general purpose as the Existing Facilities.

In the event the Corporation makes an election as aforesaid, the Trustee shall apply such Net Proceeds, and other moneys of the Corporation, if any, promptly to the prepayment of Basic Rent, in whole or in part, and if in part, in such manner as may be designated by the Authorized Lessee Representative, without premium.

Section 4.3. Optional Prepayment of Basic Rent. In addition to any prepayment of the Basic Rent in accordance with Section 4.2 hereof, Basic Rent may be prepaid in whole or in part, by paying to the Trustee an amount sufficient to redeem all or a portion of the Series 2013 Bonds, as the Authorized Lessee Representative may designate, at the redemption dates and prices specified in the Bond Indenture. Any amount so paid which is less than the full unpaid principal amount of the Series 2013 Bonds shall be credited against the installment or installments of Basic Rent corresponding to the maturity of the Series 2013 Bonds being redeemed.

Section 4.4. Notice of Prepayment. The Authorized Lessee Representative shall give the Trustee, on or before the fifth business day immediately preceding the date on which the Trustee is required to notify Bondholders of the redemption of the Series 2013 Bonds, written notice of any election to prepay the Basic Rent, which election shall be irrevocable and shall designate the date of prepayment and the amount thereof and direct the redemption of Series 2013 Bonds in the amounts corresponding to the Basic Rent to be prepaid.

Section 4.5. Effect of Partial Prepayment. Upon any partial prepayment of the Basic Rent, each installment of Basic Rent representing interest due on the Series 2013 Bonds shall be reduced, taking into account the interest rate on the Series 2013 Bonds remaining outstanding after the redemption of the Series 2013 Bonds from the proceeds of such partial prepayment so that the remaining installments of Basic Rent shall be sufficient to pay the principal of and interest on such outstanding Series 2013 Bonds when due.

#### ARTICLE V

#### EVENTS OF DEFAULT AND REMEDIES THEREFOR

- <u>Section 5.1.</u> Events of <u>Default</u>. The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:
  - (a) failure of the Corporation to pay or cause to be paid any installment of Basic Rent when the same shall become due and payable; or
  - (b) except as noted in clause (c) below, failure by the Corporation faithfully and efficiently to administer, maintain and operate the Existing Facilities as Hospital Facilities or failure to provide the services thereof without regard to race, creed, color or national origin, or discrimination by the Corporation in the provision of such services by reason of race, creed, color or national origin; or
  - the Corporation shall fail duly to observe, comply with or perform any covenant, representation, warranty or agreement on its part under this Lease for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Corporation and the Trustee by the holders of a majority in aggregate principal amount of the Series 2013 Bonds then Outstanding; provided, however, if said default be such that it can be corrected but cannot be corrected within the applicable period, it shall not constitute an event of default if corrective action is instituted by the Corporation within the applicable period and diligently pursued until the default is corrected; and provided, further that if the performance, observation or compliance with any of the terms, covenants, conditions or provisions referred to in clause (b) and this clause shall be prevented by the application of federal or State wage and price controls, economic stabilization, cost containment requirements, or restrictions on rates, charges and/or revenues of the Corporation, or reimbursement regulations and policies, which may be imposed by third-party payors (whether governmental or private), and the Corporation shall have complied in full with its obligation contained in Section 5.05 of the Master Indenture, the inability to perform, observe or comply with any such term, covenant, condition or provision shall not constitute an event of default under this Lease; or
    - (d) an event of default shall occur under the Bond Indenture; or
  - (e) if the principal of all Notes shall have been declared by the Master Trustee to be immediately due and payable pursuant to Section 7.01 of the Master Indenture.

The provisions of clauses (b) and (c) of this Section are subject to the following limitations: If by reason of acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any cause or

event not reasonably within the control of the Corporation, the Corporation is unable in whole or in part to carry out its agreements on its part herein contained, pay taxes and to carry insurance, the Corporation shall not be deemed in default during the continuance of such inability. The Corporation shall, however, use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the Corporation from carrying out its agreements; provided, that the Corporation shall in no event be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Corporation, unfavorable to the Corporation.

During the occurrence and continuance of any event of default hereunder, the Issuer shall have the following rights and remedies, in addition to any other remedies herein or by law provided, which rights and remedies (except for the right to receive Basic Rent, which has been assigned to the Trustee, and except for Unassigned Rights, which have been reserved by the Issuer and not assigned) have been assigned to the Master Trustee and therefore may be exercised by the Master Trustee without further notice to the Issuer except as expressly stated herein:

- Acceleration of Maturity; Waiver of Default and Rescission of Acceleration. The Issuer may, by written notice to the Corporation, declare the Rent (if not then due and payable) to be due and payable immediately, and upon any such declaration the Rent shall become and be immediately due and payable, anything in this Lease contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the Rent shall have been so declared and become due and payable and all arrears of Rent and the expenses of the County shall be paid by the Corporation, and every other default in the observance or performance of any covenant, condition or agreement in this Lease or the Bond Indenture contained shall be made good, or be secured, to the satisfaction of the County, or provision deemed by the County to be adequate shall be made therefor, then and in every such case the County by written notice to the Corporation shall waive the event of default by reason of which the Rent shall have been so declared and become due and payable, and may rescind and annul such declaration and its consequences; but no such waiver, rescission or annulment shall extend to or affect any subsequent event of default or impair any right consequent thereon.
- II. <u>Right to Bring Suit</u>. The County may in its discretion, but subject to its right to be indemnified to its satisfaction, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in this Lease, or in aid of the execution of any power herein granted; provided, however, that all costs incurred by the County under this Article, including reasonable counsel fees, shall be paid to the County by the Corporation on demand.
- III. <u>Eject, Re-let, and Terminate Lease</u>. Subject to applicable law, the County may (i) enter and take possession of the Existing Facilities, or any appropriate part

thereof, without terminating this Lease, (ii) collect rentals and enforce all other remedies of the Corporation under any leases of, or assignments or grants of rights to use or occupy, the Existing Facilities, or any part thereof, but without being deemed to have affirmed the leases, assignments or grants, and (iii) enter into new leases, assignments and grants on any terms that the County may deem to be suitable for the Existing Facilities, or any part thereof, which leases, assignments and grants may provide that they shall not be terminated or affected if the Corporation cures the Event of Default. Rentals and other amounts described in clauses (ii) or (iii) of the preceding sentence may be applied by the County to any costs of administration, operation, repair or maintenance of the Existing Facilities, or any part thereof, as the County may deem reasonably useful, and the remaining balance shall be applied (A) to the payment of the Series 2013 Note and (B) to the payment of other amounts payable, or to become payable, under this Lease, in the order of priority to be determined by the County in accordance with this Lease. Any balance of the rentals and other amounts remaining thereafter shall be paid promptly to the Corporation by the County in accordance with this Lease, and the County may hold the Corporation liable for the difference between those rentals and other amounts and the Basic Rent, Additional Rent and other amounts payable under this Lease.

Before any of the foregoing remedies are exercised by the County or its designee if an event of default under clause (b) of this Section 5.1 occurs, the County shall give written notice to the Corporation that it believes an event of default under that clause has occurred, specifying the charges or circumstances constituting the event of default in sufficient detail that the Corporation will be fully advised of the nature of the charges made against it and able to adequately prepare a response thereto. Such notice shall fix a date, time and place for a hearing before a hearing officer who shall be a member of the American Arbitration Association or any organization which is nationally recognized as performing the functions now performed by that Association who is knowledgeable concerning health care facilities reasonably comparable in size and type to the Existing Facilities and who shall be mutually acceptable to the Corporation and the County. The hearing shall be held to determine whether an Event of Default has occurred. That date shall not be sooner than 30 days following the giving of that notice.

At the date, time and place specified in the notice, unless the County shall have withdrawn the notice, the Corporation shall be heard on the charges specified in the notice, shall be confronted with the evidence of the alleged Event of Default, shall have the right to examine and to cross-examine witnesses, and may introduce any other evidence and testimony with respect to the alleged Event of Default which the Corporation desires. After the hearing is concluded, the hearing officer shall consider whether an Event of Default has occurred and shall report his findings or determinations to the County and the Corporation.

If the hearing officer determines that an Event of Default has occurred, the County may give notice to the Corporation and the Trustee of its intention to terminate this Lease on the basis of such Event of Default and effective as of a date not earlier than the 30th day following the giving of the notice. If on the date specified for termination, the determination of such Event of Default shall not have been appealed by the Corporation or Trustee to any judicial authority or

suspended or waived by the County, this Lease shall be terminated, subject to reinstatement pursuant to Section 5.8 hereof. If that determination has been appealed, this Lease shall not be terminated until the 30th day following the expiration of all periods for judicial review or appeal.

Section 5.2. Payment of Defaulted Amounts on Demand. In case the Corporation shall fail to pay any installment of Rent when and as the same shall become due and payable, whether at maturity or upon designation for prepayment or by declaration, or otherwise, then upon written demand of the County, the Corporation will pay to the Trustee the whole amount which then shall have become due and payable with interest at the rate borne by the Series 2013 Bonds until paid, and in addition thereto such further amount as shall be sufficient to cover the cost and expenses of collection, including a reasonable compensation to the County, the Master Trustee, the Trustee and their agents, attorneys and counsel, and any expenses or liabilities incurred by any of them hereunder.

Section 5.3. County May Enforce Demand. In case the Corporation shall have failed to pay such Basic Rent upon demand, the County may, and subject to its right to be indemnified to its satisfaction, institute such action or proceedings at law or in equity for the collection of the amounts so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Corporation and collect the moneys adjudged or decreed to be payable out of the property of the Corporation, wherever situated, in the manner provided by law.

The County shall, if permitted by law, be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of this Lease; and the right of the County to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this Lease.

No recovery of any judgment by the County shall affect any rights, powers or remedies of the Trustee to receive Basic Rent hereunder, but such rights, powers or remedies of the Trustee shall continue unimpaired as before.

Any moneys thus collected by the County under this Section shall be provided to the Trustee and applied by the Trustee as provided in Section 705 of the Bond Indenture.

Section 5.4. Remedies Cumulative. No remedy herein conferred upon or reserved herein is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and the Corporation acknowledges and agrees that in addition to the rights and remedies herein contained, which are assigned to the Master Trustee except for the right to receive payment of Basic Rent and Unassigned Rights, the Master Trustee may also pursue any right or remedy permitted under the Master Indenture and the Trustee may pursue any right or remedy permitted of a holder of Notes thereunder.

Section 5.5. Delay or Omission Not a Waiver. No delay or omission of the County to exercise any right or power accruing upon any event of default shall impair any such right or

power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Lease to the County may be exercised from time to time and as often as may be deemed expedient.

Section 5.6. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may, be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Lease invalid or unenforceable under the provisions of any applicable law.

Section 5.7. Remedies Under Uniform Commercial Code. In addition to any other remedies provided for hereby, the County shall have the rights of a secured party and the Corporation shall have the rights of a debtor under the Uniform Commercial Code of the State with respect to this Lease upon the occurrence and continuance of an event of default hereunder.

Section 5.8. Reinstatement. Notwithstanding any termination of the Lease in accordance with the provisions of Section 5.1 hereof, the Corporation may, with the prior written consent of the Master Trustee, at any time after such termination pay all accrued unpaid Basic Rent plus any costs to the County occasioned by the default including all interest required to be paid in accordance with the Bond Indenture on overdue principal and, to the extent lawful, on any overdue interest, and on the principal of Series 2013 Bonds not redeemed in accordance with the Bond Indenture by reason of any default by the Corporation in the payment of Basic Rent, and fully cure, all other defaults then capable of being cured. Upon such payment and cure, this Lease shall be fully reinstated, as if it had never been terminated, and the Corporation shall be restored to the use, occupancy and possession of the Existing Facilities.

### ARTICLE VI

# IMMUNITY OF MEMBERS, OFFICERS AND MEMBERS OF THE BOARD OF DIRECTORS OR TRUSTEES

No recourse shall be had for the payment of Rent or for any claim based on this Lease or any sublease supplemental hereto, against any member, officer, or members of the Board of Directors or Trustees past, present or future, of the Corporation, or any subsidiary of the Corporation, or of any predecessor or successor of either, as such, either directly, or through the Corporation or any subsidiary of the Corporation, or any such predecessor or successor of the Corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of members, officers, or members of the Board of Directors or Trustees as such, being released as a condition of and in consideration for the execution of this Lease and the issuance of the Series 2013 Note.

### ARTICLE VII

## SUPPLEMENTS AND AMENDMENTS TO THIS LEASE

Subsequent to the issuance of the Series 2013 Bonds and prior to their payment in full or provision for such payment in accordance with the provisions of the Bond Indenture, This Lease may not be amended, supplemented, altered or terminated except as provided in Article X of the Bond Indenture; provided that: (i) the Corporation may assign this Lease or sublease all or any part of the Existing Facilities to an Obligated Issuer, as defined in the Master Indenture, to the extent permitted by Section 9.2 hereof; (ii) that this Lease may be amended by the addition of property or the release of all or a portion of the Existing Facilities upon consent of the Issuer, the Master Trustee and an opinion of nationally recognized bond counsel that such amendment will not result in the loss of exemption for federal income tax purposes of interest on the Series 2013 Bonds; and (iii) that this Lease may be amended in order to maintain the exclusion of interest on any Related Bonds from gross income for federal income tax purposes including, without limitation, the transfer of the ownership and/or operation of any Existing Facilities to another member of the Obligated Group. The Issuer delegates its obligations under Section 1004 of the Bond Indenture to the Corporation and the Corporation agrees to perform those obligations.

#### ARTICLE VIII

# DEFEASANCE: PAYMENT OF BONDS

If the lien of the Bond Indenture is discharged in the manner required by Section 1101 of the Bond Indenture, or if the Series 2013 Bonds have been paid or provision for payment has been made satisfactory to the Trustee, then and in that case all property, rights and interest hereby assigned or pledged shall revert to the Corporation, and the estate, right, title and interest of the County therein shall thereupon cease, terminate and become void; and this Lease, and the covenants of the Corporation contained herein, shall be discharged, and the County in such case, on demand of the Corporation and at the Corporation's cost and expense, shall execute and deliver to the Corporation and shall cause the Trustee or Master Trustee to execute and deliver to the Corporation a proper instrument or proper instruments acknowledging the satisfaction and termination of this Lease, and shall assign and transfer or cause to be assigned or transferred, and shall deliver or cause to be delivered, to the Corporation, all property, including money, then held by the Trustee under or pursuant to the Bond Indenture other than moneys deposited with the Trustee for the payment of the principal of, premium, if any, or interest on the Series 2013 Bonds.

#### ARTICLE IX

### MISCELLANEOUS PROVISIONS

- Section 9.1. Lease for Benefit of Parties Hereto. Except as specifically provided herein, nothing in this Lease, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, the Master Trustee, the Trustee and the holders of the Series 2013 Bonds, any right, remedy or claim under or by reason of this Lease or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Lease contained are and shall be for the sole and exclusive benefit of the parties hereto, the Trustee, the Master Trustee, their successors and assigns, and the holders of the Series 2013 Bonds.
- Section 9.2. Assignment and Subleasing by the Corporation. Except with respect to any sublease from the Corporation to others in effect on the date of delivery hereof or with respect to assignments or subleases from the Corporation to an Obligated Issuer, for which no consent is required, this Lease may be assigned in whole or in part, and the Existing Facilities or Additional Facilities may be subleased as a whole or in part, by the Corporation, subject, however, to each of the following conditions:
  - (a) No assignment or subletting shall relieve the Corporation from primary liability for any of its obligations hereunder, and in the event of any such assignment or subletting, the Corporation shall continue to remain primarily liable for the payment of the Basic Rent and Additional Rent and for performance and observance of the agreements on its part herein provided to be performed and observed by it;
  - (b) Any assignment or sublease from the Corporation must retain for the Corporation such rights and interests as will permit it to perform its obligations under this Lease, and any assignee from the Corporation shall assume the obligations of the Corporation hereunder to the extent of the interest assigned;
  - (c) The Corporation shall, within thirty days after execution thereof, furnish or cause to be furnished to the County, the Trustee and the Master Trustee a true and complete copy of each such assignment and sublease, as the case may be, together with any instrument of assumption; and
  - (d) Any assignment or sublease from the Corporation shall not materially impair the usefulness of the Existing Facilities or Additional Facilities as Hospital Facilities.
- <u>Section 9.3.</u> <u>Severability</u>. In case any one or more of the provisions contained in this Lease or in the Notes shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 9.4. <u>Limitation on Interest</u>. No provisions of this Lease shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein provided for, or shall be adjudicated to be so provided for herein, neither the Corporation nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this Lease inconsistent with this provision.

Section 9.5. <u>Duties Enjoined by Law.</u> All of the obligations and duties of the County and its officers and employees in its behalf, under this Lease and Chapter 140 of the Ohio Revised Code, are hereby established as duties specifically enjoined by law and resulting from an office, trust or station of the County and its officers and employees within the meaning of Section 2731.01 of the Ohio Revised Code.

<u>Section 9.6.</u> <u>Addresses for Notice and Demands</u>. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Issuer: County of Fairfield, Ohio

210 East Main Street Lancaster, OH 43130

Attention: President, Board of

**County Commissioners** 

To the Corporation or Lessee: Fairfield Medical Center

401 North Ewing Street Lancaster, OH 43130

Attention: Chief Financial Officer

To the Bond Trustee: U.S. Bank National Association

10 West Broad Street, 12<sup>th</sup> Floor

Columbus, Ohio 43215 Attention: Corporate Trust

The Corporation, the County and the Trustee may from time to time, by giving written notice to the others, designate another address to which notices, certificates or other communications hereunder shall be given.

Section 9.7. Term of Lease. The term of this Lease shall commence on June 1, 2013 and terminate at 12:01 a.m., then local time in Lancaster, Ohio on June 15, 2043, unless earlier terminated or extended pursuant to the provisions hereof. The term of this Lease shall not, under any circumstances, terminate so long as the Series 2013 Bonds are Outstanding.

The Corporation shall have the option to renew this Lease for a term of 30 years commencing June 15, 2043 and ending on June 14, 2073, and the County agrees that it will so renew at the expiration of the term of this Lease upon the same terms and conditions as provided herein. During such renewal period the rent shall be the amount of \$10.00 per year payable to the County during the first 30 days of each calendar year during the term of such renewal; provided that the Corporation may pay all such rent in a lump sum to the County during the first 30 days of the first whole calendar year occurring during the renewal term. The mere act of holding over the Existing Facilities past the expiration of the term of the Lease shall constitute notice of the exercise of the Corporation's right of renewal. Except for the payment of rent in full within 30 days of receipt by the Corporation of the County's written demand, no further act of the Corporation shall be necessary to renew the Lease.

Section 9.8. Installation of the Corporation's Own Personal Property. The Corporation may from time to time, in its sole discretion and at its own expense, install, and permit any of its sublessees to install, personal property, including without limitation that which when installed becomes in whole or in part a fixture, on or upon the Existing Facilities. All such property so installed by the Corporation or any of its sublessees shall remain its or their sole property, as the case may be, in which the County and the Bond Trustee shall have no interest. All such property shall be clearly labeled or identified by the Corporation in its records as its or its sublessee's own property, as the case may be. Subject to Section 9.9 hereof, such property may be modified or removed at any time. Nothing contained in this Lease shall prevent the Corporation or any of its sublessees from purchasing, after delivery of the Series 2013 Bonds, such personal property on conditional sale, installment purchase or lease sale contract, or subject to vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Existing Facilities except as expressly permitted in the Master Indenture.

The Corporation shall pay, or otherwise cause to be paid, as due the purchase price of, and all costs and expenses with respect to, the acquisition and installation of any such personal property installed by it or its sublessees pursuant to this Section. The Corporation may, at its expense, in good faith contest any such purchase prices, costs and expenses and, in the event of any such contest, may permit the purchase prices, costs and expenses so contested to remain unpaid during the period of such contest and any appeal therefrom unless the County or the Bond Trustee shall notify the Corporation that, in the opinion of an attorney, or association of attorneys duly admitted to practice law before the highest court of the State of Ohio and not a full-time employee of the County or the Corporation, by nonpayment of any such items the interests of the County or the Corporation in the Existing Facilities will be materially endangered or the Existing Facilities or any part thereof will be subject imminently to loss or forfeiture, in which event such purchase prices, costs and expenses shall be paid promptly by the Corporation. The County will cooperate fully with the Corporation, but at the Corporation's expense, in any such contest. The Corporation shall provide notice to the Master Trustee of any such contest.

Section 9.9. Substitution for or Removal of Portions of the Existing Facilities; Removal of Corporation's Own Personal Property. To the extent permitted by the provisions of the

Master Indenture, the Corporation, while ensuring that the suitability of the Existing Facilities as Hospital Facilities is not impaired, may from time to time:

- (a) substitute tangible personal property or fixtures of any tangible personal property or fixtures constituting a portion of the Existing Facilities, so long as such substitution is consistent with Section 9.10 of this Lease;
- (b) remove any tangible personal property or fixture portions of the Existing Facilities, without substitution therefore, subject to Section 9.10 of this Lease; and
- (c) remove from the Existing Facilities any personal property purchased and installed by it either prior to the commencement of the Lease term or pursuant to Section 9.8 of this Lease, unless at the time of such removal the Corporation is in default under this Lease.

In the event any removal of property pursuant to this Section 9.9 causes damage to any portion of the Existing Facilities, the Corporation shall restore the same or repair such damage at its sole expense.

Section 9.10. Movable Furnishings, Equipment and Other Personal Property. The Corporation shall maintain within the Existing Facilities such movable furnishings, equipment and other personal property necessary for the faithful and efficient administration, operation and maintenance of the Existing Facilities as Hospital Facilities, subject to the rights of removal specified in Section 9.9 hereof. The Corporation further agrees to promptly replace worn out or obsolete movable furnishings, equipment or other personal property used by the Corporation in connection with the operation of the Existing Facilities to the extent necessary to maintain its existence as an acute care general hospital with movable furnishings, equipment or other personal property or comparable operating capacity and for the same purpose or use, unless, in the good faith judgment of the Corporation, such movable furnishings, equipment or other personal property is no longer required for the faithful and efficient administration, maintenance and operation of the Existing Facilities as an acute care general hospital. Upon the termination of this Lease, unless the Corporation shall have exercised the option to purchase pursuant to Section 9.11 hereof, all movable furnishings, equipment and other personal property of the Corporation used in connection with the Existing Facilities shall become the exclusive property of the County; and further in the event of the termination of the Lease, other than pursuant to Section 9.11 hereof, the Corporation shall promptly discharge all of its obligations with respect to any of such movable furnishings, equipment and other personal property so that full and unencumbered title thereto shall vest in the County.

<u>Section 9.11.</u> Option to Purchase Existing Facilities. The Corporation shall have, and is hereby granted, the following options to purchase all or a portion of the Existing Facilities which are not subject to the Base Lease, upon the terms and conditions contained herein:

(a) <u>Personal Property</u>. The personal property comprising the Existing Facilities which is not subject to the Base Lease and which is not a fixture may be purchased for the sum of \$100 at any time when (i) the Bond Indenture shall have been released pursuant to its

provisions, and (ii) sufficient moneys are on deposit with the Bond Trustee or the County to meet all payments of Additional Rent due or to become due through the date on which the last of the Series 2013 Bonds are then scheduled to be retired or redeemed, or, with respect to Additional Rent to become due, provisions satisfactory to the County are made for paying such amounts as they come due.

Real Property. All real property comprising the Existing Facilities which is not subject to the Base Lease may be purchased at any time after the occurrence of each of the following conditions: (i) the Bond Indenture shall have been released pursuant to its provisions; (ii) sufficient moneys are on deposit with the Bond Trustee or the County to meet all Additional Rent due or to become due through the date on which the last of the Series 2013 Bonds are then scheduled to be retired or redeemed, or, with respect to Additional Rent to become due, provisions satisfactory to the Bond Trustee and the County are made for paying such amounts as they come due; and (iii) the County shall have consented in writing to such purchase. The purchase price for such property shall be an amount equal to the greater of: (A) the actual cost to the County of all property comprising the Existing Facilities (not including for this purpose, (1) property donated to, or acquired from funds donated to, the County, (2) property acquired by the Corporation in the name of the County, and (3) property acquired with the proceeds of the Series 2013 Bonds, in each case less depreciation computed at the rate customarily applied to such property, or (B) the outstanding principal amount, if any, of other indebtedness incurred by the County to acquire property comprising portions of the Existing Facilities. Notwithstanding the foregoing, the Series 2013 Bonds may remain outstanding following the exercise by the Corporation of its option to purchase the Existing Facilities pursuant to this Section 9.11 so long as there is delivered such agreements, or amendments to the Lessee Documents, as are necessary, in the opinion of nationally recognized bond counsel, for the Series 2013 Bonds to remain outstanding under the Act.

Each of the options above shall be exercised by the Corporation giving the County at least 10 days prior written notice of the exercise of such option and delivery to the Issuer of the purchase price, and title to the property to be purchased shall be transferred to the Corporation and effective at the end of such notice period.

Section 9.12. Project Construction. In connection with the acquisition and construction of the Project, the Corporation covenants that the bidding, awarding and entry into any trade contracts, the selection and entry in any architect's or construction manager's agreements, division of the work, surety bonding requirements, and all other procedures used in and requirements applicable to acquisition or the construction of the Project will be as selected by the Corporation in its sole discretion. To the extent permitted by law, the County and the Corporation agree that the Corporation will not be required to comply with the laws and regulations applicable to the bidding, award and construction of improvements by counties or other political subdivisions of the State of Ohio.

The Corporation further agrees (a) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, and in general to do all things which may be

requisite or proper, all for acquiring, constructing, installing and improving such Project, all in conformity with all requirements of all governmental authorities having jurisdiction thereover, (b) pursuant to the provisions of this Lease, to pay all fees, costs and expenses incurred in the acquisition, construction, installation and improvement of such Project from funds of the Corporation and from funds made available therefor in accordance with this Lease and (c) to the extent commercially reasonable, to ask, demand, sue for, levy, recover and receive all such sums of money, debts, and other demands whatsoever which may be due, owing and payable to the County and the Corporation under the terms of any contract, order, receipt, writing and instruction in connection with acquisition, construction, installation and improvement of such Project, and to enforce the provisions of any contract, agreement, obligation, bond or other performance security.

The Issuer agrees to cooperate with the Corporation in actions taken by the Corporation in accordance with this Section.

Section 9.13. Successors and Assigns. Whenever in this Lease any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Lease contained by or on behalf of the Corporation, or by or on behalf of the County, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

Section 9.14. Counterparts. This Lease is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Lease is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

<u>Section 9.15.</u> <u>Governing Law.</u> It is the intention of the parties hereto that this Lease and the rights and obligations of the parties thereunder shall be governed by and construed and enforced in accordance with the laws of the State.

IN WITNESS WHEREOF, the County and the Corporation have caused this Lease to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

COUNTY OF FAIRFIELD, OHIO

County Commissioner

Company

County Commissioner

FAIRFIELD MEDICAL CENTER

Title: Chief Financial Officer

This instrument prepared by: Glendon B. Pratt, Esq. PECK, SHAFFER & WILLIAMS LLP 65 East State Street, Suite 500 Columbus, Ohio 43215

174548

STATE OF OHIO	)			
	) SS:			
COUNTY OF FAIRFIELD	)			
On this 18th day of J	une, 2013, before	e me a notary pub	lic in and for the	county and state
aforesaid,  Rown and known to me to be	Mille Vice	L & Davio	1. Levacy	appeared to me
known and known to me to b	e members of the	Board of County	Commissioners	of the County of
Fairfield, Ohio, and to me ki	nown to be the po	ersons who execu	ited the foregoing	g instrument and
acknowledged the execution				
County of Fairfield, Ohio, fo	r the uses and pur	rposes therein mer	ntioned, and ackn	nowledged to me
that they did so sign said inst	rument in the nan	ne and upon behal	lf of said County	as such officers,
respectively; that the same is				
and corporate act and deed of	said County; and	I that they were di	uly authorized the	ereunto.
IN WITNESS WHER			l and affixed my	notarial seal the
day and year in this certificat	e first above writt	ien.		
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STATE OF OHIO	)
	) ss
COUNTY OF FRANKLIN	)

On this <u>2646</u> day of June, 2013, before me a notary public in and for the county and state aforesaid, personally appeared Sky Gettys, to me known and known to me to be the Chief Financial Officer of Fairfield Medical Center and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed and the free act and deed of Fairfield Medical Center, acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; and that he was duly authorized thereunto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(SEAL)

Jotary Public

GLENDON B. PRATT
Attorney At Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 O.R.C.

N-2

# EXHIBIT A

# DESCRIPTION OF EXISTING REAL PROPERTY

See Attached

### Tract Two

### Tract Two, Parcel One:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5. Being all of Lot 12 and part of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Lanreco Park Addition No. 3 as recorded in Plat Book 5, page 17, also being all the property described in Volume 590, page 45, Volume 664, Page 215 and part of the property described in Volume 678, page 893, Volume 583, page 465, Volume 583, page 81, Volume 580, page 418, Volume 580, page 406, Volume 580, page 402, Volume 585, page 795 of the deed records in the Office of the Recorder of Fairfield County, and being more fully described as follows:

Beginning at an axle found at the southwest corner of Lot 12 in the Lanreco Park Addition No. 3 as recorded in Plat Book 5, page 17; thence North 05 deg. 45' 01" east a distance of 368.49 feet to a point on the west line of Lot 12; thence North 07 deg. 41' 08" east a distance of 176.94 feet to the northwest corner of said Lot 12; thence North 74 deg. 57' 49" east a distance of 124.00 feet to a 5/8 inch rebar set on the north line of Lot 10; thence South 08 deg. 13' 49" west a distance of 161.25 feet to a 5/8 inch rebar set on the west line of Lot 11; thence North 75 deg. 03' 36" east a distance of 203.13 feet to a 5/8 inch rebar set; thence North 14 deg. 56' 24" west a distance of 10.08 feet to a 5/8 inch rebar set; thence North 75 deg. 03' 36" east a distance of 58.31 feet to a 5/8 inch rebar set; thence North 15 deg. 02' 11" west a distance of 21.02 feet to a 5/8 inch rebar set; thence with a curve to the right having a radius of 40.00 feet, a central angle of 139 deg. 13' 53", an arc length of 97.20 feet and a chord bearing North 17 deg. 42' 07" west a distance of 74.99 feet to a 5/8 inch rebar set; thence North 15 deg. 02' 11" west a distance of 9.63 feet to a 5/8 inch rebar set; thence with a curve to the left having a radius of 35.00 feet, a central angle of 70 deg. 15' 16", an arc length of 42.92 feet and a chord bearing North 50 deg. 09' 49" west a distance of 40.28 feet to a 5/8 inch rebar set on the north line of Lot 7; thence North 74 deg. 57' 49" east a distance of 72.65 feet to a 5/8 inch rebar set on the north line of Lot 5; thence with a curve to the left having a radius of 35.00 feet, a central angle of 39 deg. 22' 35", an arc length of 24.05 feet and a chord bearing South 04 deg. 39' 07" west a distance of 23.58 feet to a 5/8 inch rebar set; thence South 15 deg. 02' 11" east a distance of 26.66 feet to a 5/8 inch rebar set; thence with a curve to the right having a radius of 40.00 feet, a central angle of 123 deg. 50' 11", an arc length of 86.45 feet and a chord bearing south 02 deg. 50' 18" east a distance of 70.58 feet to a 5/8 inch rebar set; thence South 15 deg. 02' 11" east a distance of 20.68 feet to a 5/8 inch rebar set; thence North 75 deg. 22' 05" east a distance of 58.24 feet to a 5/8 inch rebar set; thence South 14 deg. 56' 24" east a distance of 6.30 feet to a 5/8 inch rebar set; thence North 75 deg. 03' 36" east a distance of 141.66 feet to a 5/8 inch rebar set on the east line of Lot 2; thence South 15 deg. 16' 53" east a distance of 45.31 feet to a \(^3\)4 inch iron pipe found at the southeast corner of Lot 2; thence South 52 deg. 03' 12" west a distance of 156.88 feet to a 34 inch iron pipe found at the southeast corner of Lot 5; thence South 51 deg. 56' 32" west a distance of 208.36 feet to a 5/8 inch iron pipe found at the southeast corner of Lot 9; thence South 51 deg. 55' 32" west a

distance of 161.01 feet to a point at the southeast corner of Lot 12; thence South 51 deg. 45' 02" west passing railroad spikes previously set at 50.86 and 174.00 feet, a distance of 282.50 feet to the point of beginning, containing 3.493 acres.

Bearings are based on the south line of Pleasantville Road being North 74 deg. 57' 49" east by previous surveys. For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in November of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Together with an easement for parking garage between Margaret E. King, unmarried and Carol Ann King, unmarried, to Fairfield Medical Center, dated December 5, 2003, filed for record December 8, 2003 and recorded in Official Record 1320, page 163, Recorder's Office, Fairfield County, Ohio, the description of which is as follows:

Situated in the State of Ohio, Fairfield County, City of Lancaster, Township 14, Range 18, Section 5. Being part of Lot 1 in Lanreco Park Addition No. 3 as recorded in Plat Book 5, page 17 and being more fully described as follows:

Beginning at a point at the southwest corner of Lot 1; thence with the west line of Lot 1, North 15 deg. 16' 53" west a distance of 45.31 feet to a point; thence North 75 deg. 03' 36" east a distance of 48.01 feet to a point on the east line of Lot 1; thence South 15 deg. 16' 53" east a distance of 24.97 feet to a point, said point being the southeast corner of Lot 1; thence South 52 deg. 03' 12" west a distance of 52.03 feet to the point of beginning.

Bearings are based on the south line of Pleasantville Road being North 74 deg. 57' 49" east by previous surveys. For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in November of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Tract Two - Parcel Two:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and described as follows:

Part of Section Number 5, Township Number 14, Range Number 18, and being part of Lot Number 11 of the Bank Addition to the City of Lancaster, Ohio, and bounded by beginning at

a stake 294 feet south of the northeast corner of Lot Number 11; thence South 88-1/2 deg. West 172 feet to a stake; thence South 51 feet to a post; thence North 88-1/2 deg. East 172 feet and 8 inches to a stake; thence North 50-1/2 feet to the place of beginning. Containing one-fifth (1/5) of an acre, more or less. Subject to conditions, restrictions, easements and utility rights of way of record.

Said Tract Two - Parcel Two is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described as Parcel 1 in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 578, page 644 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right-of-way), said point being South 00 deg. 00' 00" west a distance of 294.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 50.34 feet to a 5/8 inch rebar set at the west line of Ewing Street and north line of a 15 foot alley; thence with the north line of said 15 foot alley South 87 deg. 22' 25" west a distance of 178.28 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 50.98 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 178.09 feet to the point of beginning, containing 0.2070 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-50099-00

### Tract Two- Parcel Three:

Known as being a part of the west half of Section No. 5, in Township No. 14, of Range No. 18 and located on the west side of North Ewing Street in the City of Lancaster and bounded by beginning at a stone on the west side of Ewing Street 245 feet south of the northeast corner of Out Lot No. 11 of the Lancaster Bank Subdivision of Section No. 5; thence South 88-1/2 deg. West 172-1/15 feet to the alley on west; thence South with the line of the alley 49 feet; thence North 88-1/2 deg east 173 feet to Ewing Street; thence North 49 feet to the place of beginning, containing 1/5 of an acre, more or less. Subject to conditions, restrictions, easements and utility rights of way of record.

Said Tract Two – Parcel Three is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described as Parcel 2 in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 578, page 644 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right-of-way), said point being South 00 deg. 00' 00" west a distance of 245.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 178.09 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 177.93 feet to the point of beginning, containing 0.2000 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-50100-00

### Tract Two - Parcel Four

Being a part of the west half of Section No. 5, Township No. 14 and Range No. 18 and more particularly known as being on the west side of North Ewing Street, Lancaster, Ohio, and being a part of Out Lot No. 11 of Lancaster Bank's Subdivision of said Section 5 and further described as being the two lots on the south side of 3 lots bought by Jacob Ellinger of Herbert Snoke and described in Deed Book 131, page 455, and bounded as follows: Beginning at a stake or post South 196 feet from northeast corner of Out Lot No. 11; thence South 88-1/2 deg. West 170-2/15 feet to a post at the alley; thence South with the line of the alley 98 feet; thence North 88-1/2 deg. East 173 feet to Ewing Street; thence North 98 feet to the place of beginning, containing 2/5 of an acre; excepting therefrom the following premises, sold by Samuel J. Heston, et ux., to Miller, et al., said conveyance being of record in Volume 141, page 618 of Fairfield County, Ohio Deed Records; situate in the State of Ohio, County of Fairfield and City of Lancaster, and known as being a part of west half of Section 5, Township 14, Range 18 and located on the west side of North Ewing Street, in the City of Lancaster, Ohio and bounded by beginning at a stone on the west side of Ewing Street 245 feet south of the northeast corner of out Lot No. 11 of Lancaster, Ohio, Bank Subdivision of Section No. 5; thence South 88-1/2 deg. West 172-1/2 feet to the alley on the west; thence South along this alley 49 feet; thence North 88-1/2 deg. East 173 feet to Ewing Street; thence North 49 feet to the place of beginning, containing 1/5 of an acre, more or less. Subject to conditions, restrictions, easements and utility rights of way of record.

Said Tract Two - Parcel Four is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11.

Being the same property described as Parcel 3 in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 578, page 644 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch iron pipe found on the west line of Ewing Street (52 foot right-of-way), said point being South 00 deg. 00' 00" west a distance of 196.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 177.93 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 177.78 feet to the point of beginning, containing 0.1999 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-50101-00

Tract Two - Parcel Five:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows: More particularly known and distinguished by being a part of the west half of Section 5, Township 14, Range 18 and known as being a part of Lot No. 11 of Lancaster Banks Subdivision of said Section 5, bounded and described as follows:

Beginning at a post 98 feet south of the northeast corner of said Lot No. 11; thence South 88-1/2 deg. West 170-2/10 feet to a post; thence South 49 feet to a post; thence North 88-1/2 deg. East 170.8 feet to a post; thence North 49 feet to the place of beginning, containing 1/5 of an acre, more or less.

Said Tract Two – Parcel Five is described by new survey as follows:

Situated in the State of Oho, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 591, page 426 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right-of-way) said point being South 00 deg. 00' 00" west a distance of 98.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 177.62 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 177.46 feet to the point of beginning, containing 0.1995 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a

yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-58480-00

### Tract One:

Tract One - Parcel One

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster. Being part of the 10.378 acre tract described in a deed to the Board of Commissioners of Fairfield County and recorded in Volume 376, page 62 and being more fully described as follows:

Beginning at an axle found at the southwest corner of Lot 12 in the Lanreco Park Addition No. 3 as recorded in Plat Book 5, page 17 and on the northerly line of said 10.378 acres; thence North 51 deg. 45' 02" east, passing railroad spikes previously set at 108.50 feet and 231.64 feet, a distance of 282.50 feet to the southeast corner of Lot 12; thence North 51 deg. 55' 32" east a distance of 161.01 feet to a 5/8 iron pipe found at the southwest corner of Lot 8; thence North 51 deg. 56' 32" east a distance of 208.36 feet to a ¼ inch iron pipe found at the southwest corner of Lot 4; thence North 52 deg. 03' 12" east, passing a 34 inch iron pipe found at the southwest corner of Lot 1 at 156.88 feet, a distance of 306.41 feet to a 5/8 inch rebar set at the southeast corner of Lot 59 in the Lanreco Park Addition No. 2 as recorded in Plat Book 5, page 4 and on the west line of Ewing Street (60 foot width); thence with the west line of Ewing Street along a curve to the right having a radius of 440.00 feet, an arc length of 99.33 feet, a central angle of 12 deg. 56' 02" and a chord bearing south 02 deg. 50' 57" west a distance of 99.12 feet to a 5/8 inch rebar set; thence South 09 deg. 34' 24" west a distance of 253.81 feet to a 5/8 inch rebar set on the west line of Ewing Street; thence South 07 deg. 07' 28" west a distance of 515.42 feet to a 5/8 inch rebar set on the west line of Ewing Street, the south line of said 10.378 acres and on the north line of a 0.2 acre tract described in a deed to the Board of Commissioners of Fairfield County and recorded in Volume 638, page 515; thence South 87 deg. 34' 25" west a distance of 165.84 feet to a mag nail set at the northwest corner of said 0.2 acre tract and the east line of a 12 foot vacated alley; thence South 87 deg. 21' 07" west, passing a mine spike previously set at 6.12 feet and passing the northeast corner of Lot 1 in the Charles and Rena Good Addition as recorded in Plat Book 7, page 3 at 12.25 feet, a distance of 187.80 feet to a 5/8 inch iron pipe found at the northwest corner of Lot 1 and northeast corner of Lot 23; thence South 87 deg. 34' 31" west a distance of 146.62 feet to a 5/8 inch rebar previously set on the north line of Lot 23 and the southeast corner of a 0.461 acre tract described in Deed Volume 638, page 523; thence North 67 deg. 13' 47" west passing a 5/8 inch rebar previously set at 285.83 feet, a distance of 299.83 feet to a point in Ewing Run and the northwest corner of said 0.461 acres; thence with the west line of the 10.378 acre tract recorded in Volume 376, page 62, North 15 deg. 59' 39" east a distance of 94.97 feet to a point in Ewing Run and a corner of said 10.378 acres; thence North 51 deg. 45' 02" east a distance of 136.05 feet to the point of beginning, containing 9.257 acres.

Bearings are based on the south line of Pleasantville Road being North 74 deg. 57' 49" East by previous surveys and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in November of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-58025-00

Tract One Parcel Two:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being on the west side of Ewing Street in said City of Lancaster, Ohio and more fully described as being a part of the west half of Section Number Five (5), Township Number Fourteen (14), Range Number Eighteen (18) and more particularly known as being a part of Out-Lot Number Eleven (11) of the Lancaster Bank Subdivision of Section Number Five (5) and bounded by beginning at a stake or post 147 feet south of the northeast corner of said Lot No. 11; thence South 88-1/2 deg. West 170-2/5 feet to a post on the east side of an alley; thence South with the alley line 49 feet; thence North 88-1/2 deg east 172 feet to the east line of the lot; thence North 49 feet to the place of beginning, containing One-Fifth (1/5) of an acre, more or less. Known as 141 N. Ewing Street (front and rear), Lancaster, Ohio. Subject to conditions, restrictions, easements and rights of way of record.

Said Tract One – Parcel Two is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described in a deed to the County of Fairfield, State of Ohio as recorded in Volume 507, page 619 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right-of-way) said point being South 00 deg. 00' 00" west a distance of 147.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch iron pipe found at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 177.78 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said

vacated alley; thence North 87 deg. 34' 25" east a distance of 177.62 feet to the point of beginning, containing 0.1997 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-58470-00

Tract One - Parcel Three:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows: Being a part of Lot No. 11 of the Lancaster Banks Subdivision of Section 5, Township 14, Range 18, described as follows:

Beginning 49 feet south of the northeast corner of Lot No. 11; thence South 88-1/2 deg. West 169.8 feet to a post; thence South 49 feet to a post; thence North 88-1/2 deg east 170.2 feet to a post; thence North 49 feet to the place of beginning, containing 1/5 of an acre, more or less. This is the north half of the Lot No. 11 on which house is situated. Being the same premises conveyed by Charles F. Miller, Administration of Benjamin F. Straits to Benjamin R. Nutter dated May 17, 1916 and recorded in Volume 133, page 21 of the Deed Records of Fairfield County, Ohio, to which reference is hereby made. Subject to conditions, restrictions, easements and rights of way of record.

Said Tract One - Parcel Three is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described as Tract 2 in a deed to the Board of Commissioners of Fairfield County as recorded in Volume 638 page 515 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right of way), said point being South 00 deg. 00' 00" west a distance of 49.00 feet from a 5/8 inch rear set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 177.46 feet to a mag nail set in the center of said vacated alley; thence North 00

deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 177.30 feet to the point of beginning, containing 0.1933 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-58485-00

Tract One - Parcel Four

Situated in the City of Lancaster, County of Fairfield and State of Ohio and described as follows:

Beginning at the northeast corner of Out Lot Number Eleven (11); thence South 88-1/2 deg. West 170.5 feet; thence South 49 feet; thence North 88-1/2 deg. East 170.8 feet; thence North 49 feet to the place of beginning containing one-fifth (1/5) of an acre of land, more or less, and being further known as a part of Out Lot Number Eleven (11) Bank's Subdivision of Section No. 5, Township No. 14, Range No. 18, Fairfield County, Ohio. Subject to conditions, restrictions, easements and utility rights of way of record.

Said Tract One – Parcel Four is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described as Tract 1 in a deed to the Board of Commissioners of Fairfield County as recorded in Volume 638, page 515 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642, and on the west line of Ewing Street (52 foot right-of-way); thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set on the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 177.30 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mine spike previously set in the center of said alley; thence North 87 deg. 21' 07" east a distance of 6.12 feet to a mag nail set in the

east line of said alley; thence North 87 deg. 34' 25" east a distance of 171.02 feet to the point of beginning, containing 0.1992 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-58475-00

# Tract Three:

Situated in the County of Fairfield, State of Ohio and the City of Lancaster and bounded and described as follows:

Being Unit C in Ewing Medical Building Condominium as the same is more fully described in the Declarations and Drawings recorded in Volume 540, page 102 of the Deed Records of Fairfield County, Ohio.

### Tract Four:

Situated in the County of Fairfield, State of Ohio, in the Township of Hocking, now the City of Lancaster and bounded and described as follows:

Being a part of Reserve "C" of the plat of the dedication of Trace Drive and various easements in Hunter Trace, Lancaster, Ohio, as recorded in Plat Book 10, page 112 in the Office of the Recorder of Fairfield County, Ohio and being bounded and more fully described as follows:

Beginning at a found iron pin in the northeast corner of said Reserve "C" and the northeast corner of the herein described parcel; thence South 01 deg. 29' 45" east along the easterly line of Reserve "C" a distance of 235.02 feet to a set iron pin; thence South 88 deg. 30' 18" west a distance of 123.53 feet to a set iron pin; thence North 55 deg. 43' 20" west a distance of 57.39 feet to set iron pin in the easterly line of Trace Drive; thence along a curve to the left having a radius of 530.00 feet and a chord which bears North 23 deg. 44' 55" east along the easterly line of Trace Drive a distance of 238.20 feet to a point in the southerly line of Canterbury Court and the northerly line of Reserve "C"; thence South 81 deg. 15' 32" west a distance of 78.79 feet to the place of beginning and containing 0.693 acres more or less.

Tract Five:

Parcel One:

Situated in the City of Lancaster, County of Fairfield, and State of Ohio and being all of Lot 3 and part of Lot 2 in the Charles W. and Rena Good Addition as recorded in Plat Book 7, page 3 and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the southwest corner of Lot 3; thence North 00 deg. 01' 30" east a distance of 130.32 feet to a "mag nail" set on the west line of Lot 2; thence with the south edge of a portico roof, South 89 deg. 43' 39" east a distance of 49.08 feet to the face of a brick building; thence with the face of the building on the second floor South 00 deg. 02' 03" east a distance of 76.98 feet to the building corner. Thence with the face of the building on the second floor, South 89 deg. 58' 57" east a distance of 100.45 feet to a mine spike set on the east line of Lot 2; thence South 00 deg. 10' 04" west a distance 53.25 feet to a ¾ inch iron pipe found at the southeast corner of Lot 3; thence North 89 deg. 55' 52" west a distance of 149.48 feet to the point of beginning, containing 11738 square feet.

Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in June of 1997 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-52215-00

Parcel Two:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Four (4) of the Charles W. and Rena Good Addition to said City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel No. 053-52216-00

Parcel Three:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Five (5) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom a rectangular strip out of the southeast corner of said lot, which strip is described as follows:

Beginning at the southeast corner of said Lot No. 5; thence northwardly with the east lot line 14 feet to a point; thence westwardly in a line parallel with the north and south lines of said lot, 45 feet to a point; thence on a line parallel with the east and west lines of said lot to a point on the south line of said lot; thence in an easterly direction with the south line of said lot to the place of beginning. Also excepting the following: Beginning at a point which is 14 feet north, and 45 feet west of the southeast corner of said Lot No. 5; thence westwardly 18 feet to a point; thence in a southerly direction in a line parallel to the east and west lines of Lot No. 5, 15 feet to the south boundary lot line; thence in an easterly direction 18 feet to a point; thence in a northerly direction 14 feet to the place of beginning.

Auditor's Parcel No. 053-52217-00

Parcel Four:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being a part of Lot Number Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio as platted in Plat Book 7, page 3, which is more particularly described as follows:

Beginning at a point which is 63 feet west of the northeast corner of said Lot No.6; thence West along the north boundary line of said lot to the northwest corner of said Lot No. 6; thence South along the west boundary line of said lot, 16 feet to a point; thence East, parallel with the north boundary line of said lot, to a point which is 63 feet west of the east boundary line of said lot; thence North parallel to the east boundary line of said lot, to the place of beginning.

Auditor's Parcel No. 053-52218-00

Parcel Five:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and bounded and described as follows:

Being a part of Lots Numbered Seven (7) and Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio, as platted in Plat Book 7, page 3, described as follows:

Beginning at an iron pin, in the northeast corner of Lot No. 7 in said Addition; thence South with the east lot line 27 feet to an iron pin; thence westwardly in a line parallel to the north and south lines of such Lot No. 7, 38 feet to an iron pin; thence North in a line parallel to the east line of such Lot No. 7, 33.36 feet (passing an iron pin at 27 feet on the lot line between Lots Nos. 7 and 6) to a point in Lot No. 6; thence East on a line parallel to the north line between Lots Nos. 6 and 7, 38 feet to a point on the east boundary line of Lot No. 6; thence South with the east boundary line of Lot No. 6, 6.36 feet to an iron pin, the place of beginning. Containing 1267.68 square feet, more or less.

Auditor's Parcel No. 053-52219-00

Parcel Six:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and bounded and described as follows:

Being a part of Lot Number Five (5) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio, as platted in Plat Book 7, page 3, which is more fully described as follows:

Being a rectangular strip out of the southeast corner of said lot described as follows:

Beginning at the southeast corner of said Lot No. 5; thence northwardly with the east lot line 14 feet to a point; thence westwardly in a line parallel with the north and south lines of said lot, 63 feet to a point; thence in a line parallel with the east and west lines of said lot, 14 feet to a point on the south line of said lot; thence in an easterly direction with the south line of said lot, 63 feet to the place of beginning.

Auditor's Parcel No. 053-52220-00

Parcel Seven:

Being Lot Number Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom a rectangular strip out of the northwest corner of said Lot No. 6, which is more particularly described as follows:

Beginning at a point which is 63 feet west of the northeast corner of said Lot No. 6; thence West along the north boundary line of said lot approximately 86 feet to the northwest corner of said Lot No. 6; thence South along the west boundary line of said lot, 16 feet to a point; thence East, parallel with the north boundary line of said lot approximately 86 feet to a point which is 63 feet west of the east boundary line of said lot; thence North parallel with the east boundary line of said lot, 16 feet to the place of beginning. Also excepting therefrom a rectangular strip out of the southeast corner of said Lot No. 6 (being a part of the premises conveyed to Jack C. West and Marjorie B. West by Warranty Deed recorded in Volume 426, page 112 of the Deed Records of Fairfield County, Ohio), which is more particularly described as follows:

Beginning at the southeast corner of said Lot No. 6; thence northerly with the east lot line 6.36 feet to a point; thence westwardly in a line parallel with the north and south lines of said lot 38 feet to a point; thence in a line parallel with the east and west lines of said lot 6.36 feet to a point and on the south line of said lot; thence in an easterly direction with the south line of said lot 38 feet to the place of beginning.

Auditor's Parcel No. 053-52221-00

Parcel Eight:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and being Lot Seven (7) in the Charles W. and Rena Good Addition to said City. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom that portion of said lot described as follows:

Being a part of Lots Numbers Seven (7) and Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio, described as follows:

Beginning at an iron pin, the northeast corner of Lot No. 7 in said Addition; thence South with the east lot line 27 feet to an iron pin; thence westwardly in a line parallel to the north and south lines of such Lot No. 7, 38 feet to an iron pin; thence North in a line parallel to the east line of such Lot No. 7, 33.36 feet (passing an iron pin at 27 feet on the lot line between Lots Nos. 7 and 6) to a point in Lot No. 6; thence East on a line parallel to the north line between Lots Nos. 6 and 7, 38 feet to a point on the east boundary line of Lot No. 6; thence South with the east boundary line of Lot No. 6, 6.36 feet to an iron pin, the place of beginning. Containing 1267.68 square feet, more or less.

Auditor's Parcel No. 053-52222-00

Parcel Nine:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and being Lot Eight (8) in the Charles W. and Rena Good Addition to said City. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom the following described parcel:

Being a part of Lot 8 of the Charles W. and Rena Good Addition to the City of Lancaster and bounded and described as follows:

Beginning at an iron pipe in the west line of a 14 foot alley at the northeast corner of said Lot No. 8; thence with the west line of said alley South 2 deg. 16' west 14.64 feet to an iron pipe; thence North 89 deg. 29' west 44.80 feet to an iron pipe; thence North 0 deg. 58' east 16.13 feet to an iron pipe in the north line of said lot No. 8; thence with the north line of said Lot No. 8 South 87 deg. 35' east 45.15 feet to the place of beginning.

Auditor's Parcel No. 053-52223-00

Parcel Ten:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and bounded and described as follows:

Being a part of Lot No. 8 of the Charles W. and Rena Good Addition to the City of Lancaster as platted in Plat Book 7, page 3 and described as follows:

Beginning at an iron pipe in the west line of a 14 foot alley at the northeast corner of said Lot No. 8; thence with the west line of said alley South 2 deg. 16' west 14.64 feet to an iron pipe; thence North 89 deg. 29' west 44.80 feet to an iron pipe; thence North 0 deg. 58' east 16.13 feet to an iron pipe in the north line of said Lot No. 8; thence with the north line of said Lot No. 8 South 87 deg. 35' east 45.15 feet to the place of beginning containing 691.90 square feet.

Auditor's Parcel No. 053-52223-10

Parcel Eleven:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Nine (9) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel No. 053-52224-00

#### Parcel Twelve:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Ten (10) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel Nos. 053-52225-00 and 053-58222-50

Parcel Thirteen:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Eleven (11) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel Nos. 053-52226-10 and 053-58222-60

Parcel Fourteen:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Twelve (12) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3. Together with the northerly half of the vacated alley which is adjacent and parallel to the southern boundary of said Lot Number Twelve (12).

Auditor's Parcel Nos. 053-52227-10 and 053-58222-70

# Tract Six:

Situated in the State of Ohio, County of Fairfield, City of Lancaster and being a part of Lot Number One (1) in the Charles W. and Rena Good Addition to the said City of Lancaster, (Plat Book 7, page 3) and bounded as follows:

Being all of that part of Lot Number One (1) lying north and west of a line extending from the center of a turn around circle to an iron pin at the northeast corner of said Lot.

## Tract Seven:

Situated in the State of Ohio, Fairfield County, City of Lancaster and being Lot 4 in A. Bauman's Addition (Plat Book 1, page 13) and part of Outlot 13 in Banks Addition Beginning at a 5/8 inch rebar set at the northwest corner of said Lot 4; thence with the north line of Lot 4 North 81 deg. 54' 03" east a distance of 52.40 feet to a railroad spike set; thence with the south line of a 12 foot alley South 89 deg. 59' 32" east a distance of 178.67 feet to a 5/8 inch rebar set on the west line of Ewing Street; thence with the west line of said street South 00 deg. 48' 00" east a distance of 104.60 feet to a point; thence with a curve to the right having a central angle of 82 deg. 31' 32", a radius of 35.00 feet, an arc length of 50.41 feet and a chord bearing South 40 deg. 27' 46" west a distance of 46.17 feet to a railroad spike set; thence with the north line of Main Street South 81 deg. 43' 32" west a distance of 102.38 feet to a railroad spike set; thence continuing with the north line of Main Street South 76 deg. 12' 28" west a distance of 48.36 feet to a 5/8 inch rebar set at the southeast corner of Lot 4; thence continuing with the north line of Main Street South 81 deg. 43' 32" west a distance of 52.40 feet to a one inch iron pipe found; thence with the west line of Lot 4 North 00 deg. 39' 47" west a distance of 166.17 feet to the point of beginning, containing 35072 square feet or 0.805 acres.

Bearings are based on the west line of Ewing Street being North 00 deg. 48' 00" west. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made by Tobin-McFarland Surveying, Inc. in June 1992 and was prepared by Thomas E. Tobin, Registered Professional Surveyor No. 6363.

Excepting therefrom the following described premises:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5. Being 0.372 acres of the 0.805 acre tract (known as Tract Two) described in Deed Volume 603, page 349 and 0.007 acres of a vacated alley as recorded in Official Record 1481, page 3756, and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the southwest corner of the aforementioned 0.805 acre tract, on the north line of Main Street (U.S. Route 22) and at the southeast corner of Lot 3 in A. Bauman's Addition as recorded in Plat Book 1, page 13, said rebar also located North 81 deg. 41' 30" east a distance of 104.57 feet from a ¾ inch iron pipe found at the southwest corner of Lot 2 in A. Bauman's Addition; thence with the west line of the 0.805 acre tract and the east line of Lot 3, North 00 deg. 39' 47" west, passing a 5/8 inch rebar set at 159.22 feet, a total distance of 173.22 feet to a point in the center of the aforementioned vacated alley; thence with the center of the vacated alley North 81 deg. 51' 29" east a distance of 45.15 feet to a mag spike set; thence South 00 deg. 34' 29" east a distance of 7.05 feet to a railroad spike previously set at the southeast corner of the vacated alley; thence North 81 deg. 50' 37" east a

distance of 7.22 feet to a mag spike set at a corner of the 0.805 acre tract; thence South 89 deg. 59' 32" east a distance of 47.56 feet to a mag spike set on the north line of the 0.805 acre tract; thence South 00 deg. 30' 17" east, passing a mag spike set at 144.47 feet, a total distance of 154.47 feet to a point on the north line of Main Street and at a corner of the 0.805 acre tract; thence with the north line of Main Street South 76 deg. 12' 28" west a distance of 48.36 feet to a 5/8 inch rebar set at a corner of the 0.805 acre tract; thence South 81 deg. 41' 30" west a distance of 52.40 feet to the point of beginning, containing 0.379 acres.

Bearings are based on an assumed meridian and are used to denote angles only. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. This description is based on a survey made in December of 2008, by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

# Tract Eight:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being Lot Number One (1) in A. Bauman's Addition to the said City of Lancaster, Ohio as shown on the plat of said Addition found in Plat Book 1, page 13 in the Recorder's Office of said Fairfield County, Ohio. Said lot fronting 60 feet on East Main Street and has a depth of 165 feet along Harman Avenue.

# Tract Nine:

Situated in the City of Lancaster, in the County of Fairfield and the State of Ohio:

Being a part of Section Five (5), Township Fourteen (14), Range Eighteen (18) and further known as part of Out Lot Number Twelve (12) in the Lancaster Bank Addition to the City of Lancaster, Ohio. Reference is made to Survey 642 in Book Two of the County of Fairfield Surveyor's Record, bounded by beginning at the northeast corner of Lot Twelve (12); thence South 88 deg. 20' west 2.72 chains; thence South 1.84 chains; thence North 88 deg. 20' east 2.72 chains to the west line of what was formerly known as the Mill Road; now known as Ewing Street; thence North 1.84 chains to the place of beginning, containing one-half acre; Excepting Therefrom a tract Fifty (50) feet off of the north side of the premises heretofore conveyed by Henry Foreman, et al. to Herbert Snoke and Excepting a tract Thirty (30) feet off of the north side of the remainder of and immediately south of Herbert Snoke tract.

Auditor's Parcel No. 053-50096-00

## Tract Ten:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5. Being a part of Lots 2 thru 6 in the Lanreco Park Addition No. 3, recorded in Plat Book 5, page 17 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the southern right of way Line of Pleasantville Road and at the northeast corner of Lot 2 in said subdivision; thence with the east line of said Lot 2, South 15 deg. 16' 53" east a distance of 145.49 feet to a 5/8 inch rebar set; thence South 75 deg. 03' 36" west a distance of 141.66 feet to a 5/8 inch rebar set; thence North 14 deg. 56' 24" west a distance of 6.30 feet to a 5/8 inch rebar set; thence South 75 deg. 22' 05" west a distance of 58.24 feet to a 5/8 inch rebar set; thence North 15 deg. 02' 11" west a distance of 20.68 feet to a 5/8 inch rebar set; thence with a curve to the left having a radius of 40.00 feet, a central angle of 123 deg. 50' 11", an arc length of 86.45 feet and a chord bearing North 02 deg. 50' 18" west a distance of 70.58 feet to a 5/8 sinch rebar set; thence North 15 deg. 02' 11" west a distance of 26.66 feet to a 5/8 inch rebar set; thence with a curve to the right having a radius of 35.00 feet, a central angle of 39 deg. 22' 35", an arc length of 24.05 feet and a chord bearing North 04 deg. 39' 07" east a distance of 23.58 feet to a 5/8 inch rebar set on the north line of said Lot 5 and on said right of way line of Pleasantville Road; thence North 74 deg. 57' 49" east a distance of 176.41 feet to the point of beginning, containing 0.6029 acres (26,263 square feet).

Bearings are based on the south line of Pleasantville Road being North 74 deg. 57' 49" east by previous surveys. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in October of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58207-80

Tract Eleven:

Parcel One:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5 and City of Lancaster. Being part of Lots 15, 16, 17 and 18 of the Charles W. and Rena Good Addition(Plat Book 7, page 3) as recorded in Deed Volume 575, page 905 and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the northeast corner of Lot 18; thence South 03 deg. 17' 33" west a distance of 188.07 feet to a one inch iron pipe found on the east line of Lot 15; thence North 86 deg. 42' 26" west a distance of 83.52 feet to a 5/8 inch rebar set; thence North 04 deg. 21' 53" east a distance of 188.10 feet to a 5/8 inch rebar set on the north line of Lot 18; thence South 86 deg. 42' 26" east a distance of 80.00 feet to the point of beginning, containing 0.353 acres or 15377 square feet. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

Description is based on a survey made in October of 1989 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58017-31

Parcel Two:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and being the front eighty (80) feet off the following described lots: Being Lots Number Nineteen (19) and Twenty (20) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see plat of addition recorded in Plat Book 7, page 3.

Auditor's Parcel No. 053-58223-10

Parcel Three:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and being the front eighty (80) feet off Lot Number Twenty-one (21) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see plat of addition recorded in Plat Book 7, page 3. Together with that portion of Mulberry Street which was vacated by the City of Lancaster in Ordinance No. 26-80 dated June 9, 1980.

Auditor's Parcel No. 053-58223-20

#### Parcel Four:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being known as the south half of Lot Number Twenty-two (22) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. (75' x 160.04') For greater certainty of description, see plat of addition recorded in Plat Book 7, page 3 of the records of Fairfield County, Ohio. Together with that portion of Mulberry Street which was vacated by the City of Lancaster in Ordinance No. 43094, dated December 12, 1994. Excepting therefrom the following .0823 acre tract: Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, being part of Lot 22 in the Charles and Rena Good Addition to the City of Lancaster (Plat Book 7, page 3) as recorded in Deed Volume 621, page 819, and being more fully described as follows:

Beginning at a ¾ inch iron pipe found at the southwest corner of Lot 22; thence North 03 deg. 07' 47" east a distance of 74.79 feet to a 5/8 inch rebar set; thence with the north line of the property described in Deed Volume 621, page 819, South 89 deg. 13' 35" east a distance of 48.00 feet to a 5/8 inch rebar set; thence South 03 deg. 07' 48" west a distance of 74.79 feet to a 5/8 inch rebar set on the south line of Lot 22; thence North 89 deg. 13' 35" west a distance of 48.00 feet to the point of beginning, containing 0.0823 acres. Subject to a 5.0 foot wide utility right of way along the west line of Lot 22 as shown on the recorded plat. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in June of 1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58223-30

# Parcel Five:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being the northern part of Lot Number Twenty-Two (22) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio (Plat Book 7, page 3) and being all of such lot located north of a line 75 feet north of the south line and parallel thereto. Accepting therefrom the following described property: Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster. Being part of Lot Twenty-two (22) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio (Plat Book 7, page 3) as

recorded in Deed Volume 554, page 804 and being more fully described as follows: Beginning at a 5/8 inch rebar set at the northwest corner of Lot 22; thence south 87 deg. 04' 51" east a distance of 39.06 feet to a 5/8 inch rebar set on the north line of Lot 22; thence South 03 deg. 06' 54" west a distance of 79.70 feet to a 5/8 inch rebar set on the south line of the property described in Deed Volume 554, page 804; thence North 89 deg. 13' 35" west a distance of 39.11 feet to a 5/8 inch rebar set on the west line of Lot 22; thence North 03 deg. 07' 47" east a distance of 81.16 feet to the point of beginning, containing 3142 square feet or 0.0721 acres. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in October, 1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-52234-00

## Parcel Six:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and being a part of Lot Number Twenty-three (23) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio (Plat Book 7, page 3) and bounded as follows:

Being all of that part of Lot Number Twenty-three (23) lying north and east of a line extending from the center of the turn around circle to an iron pin at the northwest corner of said lot. Excepting thereform the following described real estate:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster. Being part of Lot 23 in the Charles and Rena Good Addition to the City of Lancaster (Plat Book 7, page 3) as recorded in Deed Volume 554, page 763, and being more fully described as follows:

Beginning at a ¾ inch iron pipe found at the northwest corner of Lot 23, thence South 89 deg. 11' 22" east a distance of 39.05 feet to a 5/8 inch iron rebar set on the north line of Lot 23; thence South 03 deg. 06' 54" west a distance of 33.52 feet to a 5/8 inch rebar set on the southwesterly line of the property described in Deed Volume 554, page 763; thence North 47 deg. 34' 15" west a distance of 50.43 feet to the point of beginning, containing 654 square feet or 0.0150 acres. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in 1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-52236-00

Parcel Seven:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being a part of Lot No. 23 in the Charles and Rena Good Addition to the City of Lancaster, Ohio (Plat Book 7, page 3) and bounded as follows:

Being all of that part of Lot No. 23 lying south and west of a line extending from the center of the turn around circle to an iron pin at the northwest corner of said lot; and further described as follows: Beginning at an iron pin in the northwest corner of said Lot No. 23; thence with westerly lot line southward 152.73 feet to an iron pin in the southwest corner of Lot No. 23; thence with lot line eastward 124.93 feet to an iron pin in the street line at the southeast corner of said Lot No. 23; thence with curve of street and lot line in a northerly direction to an iron pin 40.17 feet distant, thence northwesterly 177.87 feet to the place of beginning. Excepting therefrom the following described 0.1217 acre tract: Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster. Being part of Lot 23 in the Charles and Rena Good Addition to the City of Lancaster (Plat Book 7, page 3) as recorded in Deed Volume 572, page 295 and being more fully described as follows: Beginning at a <sup>3</sup>/<sub>4</sub> inch iron pipe found at the northwest corner of Lot 23; thence South 47 deg. 34' 15" east a distance of 50.43 feet to a 5/8 inch rebar set; thence South 03 deg. 06' 54" west a distance of 119.76 feet to a 5/8 inch rebar set on the south line of Lot 23; thence North 87 deg. 04' 51" west a distance of 39.06 feet to a 5/8 inch rebar set at the southwest corner of Lot 23; thence North 03 deg. 07' 47" east a distance of 151.85 feet to the point of beginning, containing 5302 square feet or 0.1217 acres. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in 1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58223-50

Parcel Eight:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5 and in the City of Lancaster: Beginning at a railroad spike set on the west line of Harmon Avenue, at the southeast corner of Mulberry Street as vacated in Ordinance 43-94 and at the northeast corner of Lot 21 in the Charles W. and Rena Good Addition as recorded in

Plat Book 7, page 3; thence North 00 deg. 01' 30" east passing a one inch iron pipe found at the 50.06 feet and a 5/8 inch iron pipe found at 124.83 feet, a total distance of 145.35 feet to a railroad spike set at a corner of Lot 22 in said subdivision; thence with a curve to the right having a radius of 60.00 feet, an arch length of 325.50 feet, a central angle of 310 deg. 38' 19" and a chord bearing South 89 deg. 53' 21" east a distance of 50.11 feet to a 5/8 inch rebar previously set at a corner of Lot 2 in said subdivision; thence South 00 deg. 01' 30" west passing a mag nail previously set at 35.03 feet a total distance of 143.07 feet to a railroad spike set on the west line of Lot 3 in said subdivision; thence South 87 deg. 30' 23" west a distance of 50.16 feet to the point of beginning, containing 0.421 acres.

Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in August of 2007 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered professional Surveyor No. 6416.

The above described 0.421 acres is the portion of Harmon Avenue which was vacated by the City of Lancaster in Permanent Ordinance No. 44-07, passed by the Lancaster City Council on September 24, 2007.

Auditor's Parcel No. 053-58223-49

## Tract Twelve:

Situated in the City of Lancaster, in the County of Fairfield and State of Ohio and being all of the lot conveyed to Eugene Tobin and Bernadine Tobin of record in Deed Book 349, page 15 in the Office of the Recorder of Fairfield County, Ohio, said lots being a part of Outlot No. 21 in the Bank Addition to the City of Lancaster, Ohio, and being more fully described as follows:

Beginning at an iron pipe (set) on the easterly line of Ewing Street (52'R/W) said iron pipe bears north a distance of 279.79 feet from the northeast corner of East Main Street; thence North continuing with the easterly line of Ewing Street a distance of 47.00 feet; thence North 82 deg. 30' 44" east a distance of 179.73 feet to the westerly line of an alley, passing iron pipes set at 1.00 feet and at 178.73 feet; thence south with the westerly line of the alley a distance of 47.00 feet to a P.K. nail set in concrete parking area; thence south 82 deg. 30' 44" west a distance of 179.73 feet to the place of beginning, containing 8,375 square feet. Surveyed by Thomas E. Tobin, Registered Surveyor September, 1979.

Auditor's Parcel No. 053-58011-80

#### BASE LEASE

# FAIRFIELD MEDICAL CENTER

## TO

# COUNTY OF FAIRFIELD, OHIO

This Base Lease dated as of June 1, 2013 (the "Base Lease"), is made between Fairfield Medical Center, as lessor (the "Hospital"), an Ohio nonprofit corporation having its principal office in the County of Fairfield, Ohio, and the County of Fairfield, Ohio, as lessee (the "Issuer"), a county and political subdivision of the State of Ohio, duly organized and validly existing under the laws of the State of Ohio. Capitalized terms not defined in this Base Lease are used herein as defined in the Agreement of Lease dated as of June 1, 2013 (as duly amended or supplemented from time to time, the "Lease") between the Issuer, as lessor, and the Hospital, as lessee, which Lease was filed for record in the Lease Records of the County of Fairfield, Ohio.

#### WITNESSETH:

WHEREAS, at the request of the Hospital, the Issuer has determined to issue its \$96,600,000 Hospital Facilities Revenue Refunding and Improvement Bonds, Series 2013 (Fairfield Medical Center Project) (the "Series 2013 Bonds"), for the purposes described in the Lease; and

WHEREAS, the Issuer has authorized and undertaken by all necessary official action the acquisition of a leasehold interest in the property described in <a href="Exhibit A">Exhibit A</a> (the "Leased Real Property") as improved and to be improved by the Project described in <a href="Exhibit B">Exhibit B</a> (collectively, the "Leased Premises"); and

WHEREAS, the Issuer proposes to acquire that leasehold interest in the Leased Premises pursuant to this Base Lease and proposes to sublease the Leased Premises to the Hospital pursuant to the Lease; and

WHEREAS, the Hospital proposes to lease the Leased Premises to the Issuer and the Issuer desires to lease the Leased Premises from the Hospital upon the terms and conditions and for the purposes set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and in order for the Issuer and the Hospital to provide additional "hospital facilities," which are to the benefit of the Issuer's residents, and in order to provide for the issuance of the Series 2013 Bonds, the parties hereto covenant, agree and obligate themselves as follows; provided, that no covenant, agreement or obligation of the Issuer under this Base Lease shall constitute a general debt on its part, but any obligation of the Issuer shall be payable solely out of the rentals and other moneys realized from the Leased Premises, including without limitation, the Basic Rent;

TO HAVE AND TO HOLD the Leased Premises unto the Issuer for the term of this Base Lease.

Section 1. <u>Demise of the Leased Premises</u>; <u>Term of This Base Lease</u>. The Hospital demises, rents, leases and lets to the Issuer the Leased Premises, as described in <u>Exhibits A and B</u>, and the Issuer rents, leases and hires from the Hospital the Leased Premises, subject and subordinate to the Permitted Encumbrances, as set forth in the Master Indenture (as defined in the Lease) and any other encumbrances permitted by the Lease, for a rental payment, and upon and subject to the terms and conditions set forth herein. From time to time, upon any request (a) by the Issuer, or (b) by the Trustee (as defined below), the Hospital will execute, deliver and record any further instruments or documents deemed by the Issuer or the Trustee to be desirable to evidence further the inclusion of the Project, or any part thereof, within the Leased Premises.

This Base Lease shall remain in full force and effect from the date hereof to and including, and the term of this Base Lease shall terminate on, the later of

- (a) the date on which the Trust Indenture dated as of June 1, 2013 (as duly amended or supplemented from time to time, the "Indenture") between the Issuer and U.S. Bank, National Association, as trustee (the "Trustee"), shall be released, satisfied and defeased in accordance with its terms, or
  - (b) the Termination Date of the Lease as defined therein.
- Section 2. <u>Issuance of the Series 2013 Bonds</u>. The Issuer agrees to authorize, issue, sell, cause to be authenticated, and deliver the Series 2013 Bonds pursuant to the Indenture in the aggregate principal amount specified, and with the terms and provisions described, in the Indenture.
- Section 3. <u>Quiet Enjoyment</u>. The Hospital covenants and agrees hereby that, upon the Issuer's observance and performance of the covenants, agreements and obligations hereunder to be observed and performed on the Issuer's part,
- (a) The Hospital will not take any action to prevent the Issuer from having quiet and peaceable enjoyment of the Leased Premises during the term of this Base Lease, and
- (b) Upon the request of the Issuer, but at the expense of the Hospital, the Hospital will (1) cooperate with the Issuer so that the Issuer may have quiet and peaceable enjoyment of the Leased Premises and (2) will defend the Issuer's quiet and peaceable enjoyment thereof.
- Section 4. Rent. The Issuer covenants and agrees to pay to the Hospital in advance, as a one-time, lump sum payment, the sum of \$10 as rent for the Issuer's leasehold interest in the Leased Premises throughout the term of this Base Lease. The Hospital acknowledges hereby payment in full of that rent.
- Section 5. <u>Sublease by the Issuer</u>. The Issuer and the Hospital understand and agree that the Issuer will and may sublease the Leased Premises to the Hospital pursuant to the Lease.

- Section 6. Representations and Warranties; Covenants and Agreements. The Issuer represents and warrants that
- (a) The Issuer is a county and political subdivision duly organized and validly existing under the laws of the State of Ohio.
- (b) The Issuer has duly accomplished all conditions precedent to the issuance, delivery and sale of the Series 2013 Bonds and the execution and delivery of this Base Lease and the Lease.
- (c) The Issuer is not in violation of any laws of the State of Ohio so as to result in an impairment of its ability to observe and perform its covenants, agreements and obligations under this Base Lease and the Lease.
- (d) The Issuer has full power and authority to enter into the transactions contemplated in this Base Lease and the Lease.
- (e) The Issuer has duly authorized the execution and delivery of this Base Lease and the Lease.
- (f) The Issuer will do all things required of it to maintain its existence during the term of this Base Lease or to assure the assumption of its covenants, agreements and obligations under this Base Lease and the Lease by a successor public body.

Section 7. <u>Assignment</u>. Except as permitted and provided in the Indenture and the Lease (including certain assignments to the Master Trustee (as defined in the Lease), under (i) the Assignment of Rights under a Base Lease and Agreement of Lease (the "Assignment") dated of even date between the Issuer and the Master Trustee and (ii) the Open-End Mortgage, Assignment of Rents and Security Agreement dated of even date from the Hospital to the Master Trustee (the "Mortgage")) and except for the subleasing of the Leased Premises to the Hospital pursuant to the Lease, and the Issuer has not, and will not, in whole or in part, assign, sublease, hypothecate or create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against, the leasehold estate acquired by the Issuer pursuant to this Base Lease.

Section 8. Release. The Hospital and the Issuer reserve the right to amend this Base Lease to effect the release and removal from this Base Lease and the leasehold estate created hereby of any part of or interest in the Leased Premises, or to effect any substitution for or addition to any part thereof or interest therein, in the manner and on the terms and conditions set forth in the Lease for such release, removal, substitution or addition. Concurrently with any amendment to the Lease to effect any release, removal, substitution or addition in accordance with the Lease, the Hospital and the Issuer shall amend this Base Lease to effect that release or removal from, or substitution or addition to, this Base Lease and the leasehold estate created hereby. No further action of the Issuer shall be required to authorize or effect any such release, removal, substitution or addition pursuant to this Base Lease, and any appropriate officials of the Issuer shall be and they hereby are authorized and directed to execute and deliver any and all documents or instruments necessary or appropriate to amend this Base Lease and to effect such release, removal, substitution or addition.

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Section 9. <u>Easements</u>. To the extent provided in Section 2.22 of the Lease, from time to time during the term of this Base Lease, the Hospital may grant easements, rights of way, licenses or other rights over, upon or beneath the surface of the land constituting a part of the Leased Premises and similarly may release easements, rights of way, licenses or other rights over, upon or beneath the surface of the land constituting a part of the Leased Premises.

Section 10. <u>No Merger</u>. It being the desire and the intention of the parties hereto that this Base Lease and the Lease and the interests of the parties in the Base Lease and the Lease do not merge in fee simple to the Leased Premises, it is hereby understood and agreed that, unless a contrary intent is manifested by said parties as evidenced by an appropriate document duly recorded, this Base Lease and the Lease and the interests of the parties in the Base Lease and the Lease shall not merge in fee simple title to the Leased Premises.

# Section 11. General Provisions.

- (a) This Base Lease may be executed simultaneously in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Base Lease to produce or account for more than one of those counterparts.
- (b) The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Base Lease shall not affect the validity or enforceability of the remaining phrases, sentences, clauses and sections hereof.
- (c) This Base Lease shall be governed by and construed in accordance with the laws of the State of Ohio.
- (d) This Base Lease shall inure to the benefit of and is binding upon the Issuer and the Hospital and their respective permitted successors and assigns.
- (e) All representations and warranties herein shall survive the execution and delivery hereof.

IN WITNESS WHEREOF, this Base Lease has been duly executed and delivered for and in the name and on behalf of the Hospital and the Issuer by their duly authorized officers, all as of the date first above written.

# FAIRFIELD MEDICAL CENTER

Sky L. Gettys

Chief Financial Officer

COUNTY OF FAIRFIELD, OHIO,

as lessee

County Commissioner

By: County Commissioner

County Commissioner

Instrument prepared by: Glendon B. Pratt, Esq. PECK, SHAFFER & WILLIAMS LLP 65 East State Street, Suite 500 Columbus, Ohio 43215

STATE OF OHIO	)
	) SS:
COUNTY OF FRANKLIN	)

On this 26 day of June, 2013, before me, a Notary Public in and for the aforesaid County and State, personally appeared Sky L. Gettys, the Chief Financial Officer of Fairfield Medical Center, and acknowledged the execution of the foregoing instrument as those officers of that corporation on behalf of that corporation and by authority of its Board of Directors, and that the execution is his voluntary act and deed as that officer on behalf of that corporation and the voluntary corporate act and deed of that corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

VICTOR A. LINNENBOM, Attorney At Law NCTARY PUBLIC - STATE OF OHIO My commission has no expiration data Sec. 147.03 R.C.

Notary Public

STATE OF OHIO	)				
	) SS:				
COUNTY OF FAIRFIE	LD )				
On this 18th de County and David L. Levacy members of the Board acknowledged the execution is their volum voluntary corporate act a	of County Coution of the foreund by authority tary act and dec	State,  ommissioners of egoing instrume of its Board of ed as those off	ent as those officer of County Commiss	Fairfield, Oles of that Cosioners, and	hio, and bunty on that the
IN WITNESS W seal on the day and year		e hereunto subs	scribed my name an	d affixed my	official
STACI A. K  Notary Public, S  Ab. Commission Ev	state of Chilo	Not	Hai a. K ary Public	risley	

# EXHIBIT A

# LEASED REAL PROPERTY

## Tract Two

# Tract Two, Parcel One:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5. Being all of Lot 12 and part of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Lanreco Park Addition No. 3 as recorded in Plat Book 5, page 17, also being all the property described in Volume 590, page 45, Volume 664, Page 215 and part of the property described in Volume 678, page 893, Volume 583, page 465, Volume 583, page 81, Volume 580, page 418, Volume 580, page 406, Volume 580, page 402, Volume 585, page 795 of the deed records in the Office of the Recorder of Fairfield County, and being more fully described as follows:

Beginning at an axle found at the southwest corner of Lot 12 in the Lanreco Park Addition No. 3 as recorded in Plat Book 5, page 17; thence North 05 deg. 45' 01" east a distance of 368.49 feet to a point on the west line of Lot 12; thence North 07 deg. 41' 08" east a distance of 176.94 feet to the northwest corner of said Lot 12; thence North 74 deg. 57' 49" east a distance of 124.00 feet to a 5/8 inch rebar set on the north line of Lot 10; thence South 08 deg. 13' 49" west a distance of 161.25 feet to a 5/8 inch rebar set on the west line of Lot 11; thence North 75 deg. 03' 36" east a distance of 203.13 feet to a 5/8 inch rebar set; thence North 14 deg. 56' 24" west a distance of 10.08 feet to a 5/8 inch rebar set; thence North 75 deg. 03' 36" east a distance of 58.31 feet to a 5/8 inch rebar set; thence North 15 deg. 02' 11" west a distance of 21.02 feet to a 5/8 inch rebar set; thence with a curve to the right having a radius of 40.00 feet, a central angle of 139 deg. 13' 53", an arc length of 97.20 feet and a chord bearing North 17 deg. 42' 07" west a distance of 74.99 feet to a 5/8 inch rebar set; thence North 15 deg. 02' 11" west a distance of 9.63 feet to a 5/8 inch rebar set; thence with a curve to the left having a radius of 35.00 feet, a central angle of 70 deg. 15' 16", an arc length of 42.92 feet and a chord bearing North 50 deg. 09' 49" west a distance of 40.28 feet to a 5/8 inch rebar set on the north line of Lot 7; thence North 74 deg. 57' 49" east a distance of 72.65 feet to a 5/8 inch rebar set on the north line of Lot 5; thence with a curve to the left having a radius of 35.00 feet, a central angle of 39 deg. 22' 35", an arc length of 24.05 feet and a chord bearing South 04 deg. 39' 07" west a distance of 23.58 feet to a 5/8 inch rebar set; thence South 15 deg. 02' 11" east a distance of 26.66 feet to a 5/8 inch rebar set; thence with a curve to the right having a radius of 40.00 feet, a central angle of 123 deg. 50' 11", an arc length of 86.45 feet and a chord bearing south 02 deg. 50' 18" east a distance of 70.58 feet to a 5/8 inch rebar set; thence South 15 deg. 02' 11" east a distance of 20.68 feet to a 5/8 inch rebar set; thence North 75 deg. 22' 05" east a distance of 58.24 feet to a 5/8 inch rebar set; thence South 14 deg. 56' 24" east a distance of 6.30 feet to a 5/8 inch rebar set; thence North 75 deg. 03' 36" east a distance of 141.66 feet to a 5/8 inch rebar set on the east line of Lot 2; thence South 15 deg. 16' 53" east a distance of 45.31 feet to a ¼ inch iron pipe found at the southeast corner of Lot 2; thence South 52 deg. 03' 12" west a distance of 156.88 feet to a 34 inch iron pipe found at the southeast corner of Lot 5; thence South 51 deg. 56' 32" west a distance of 208.36 feet to a 5/8 inch iron pipe found at the southeast corner of Lot 9; thence South 51 deg. 55' 32" west a

distance of 161.01 feet to a point at the southeast corner of Lot 12; thence South 51 deg. 45' 02" west passing railroad spikes previously set at 50.86 and 174.00 feet, a distance of 282.50 feet to the point of beginning, containing 3.493 acres.

Bearings are based on the south line of Pleasantville Road being North 74 deg. 57' 49" east by previous surveys. For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in November of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Together with an easement for parking garage between Margaret E. King, unmarried and Carol Ann King, unmarried, to Fairfield Medical Center, dated December 5, 2003, filed for record December 8, 2003 and recorded in Official Record 1320, page 163, Recorder's Office, Fairfield County, Ohio, the description of which is as follows:

Situated in the State of Ohio, Fairfield County, City of Lancaster, Township 14, Range 18, Section 5. Being part of Lot 1 in Lanreco Park Addition No. 3 as recorded in Plat Book 5, page 17 and being more fully described as follows:

Beginning at a point at the southwest corner of Lot 1; thence with the west line of Lot 1, North 15 deg. 16' 53" west a distance of 45.31 feet to a point; thence North 75 deg. 03' 36" east a distance of 48.01 feet to a point on the east line of Lot 1; thence South 15 deg. 16' 53" east a distance of 24.97 feet to a point, said point being the southeast corner of Lot 1; thence South 52 deg. 03' 12" west a distance of 52.03 feet to the point of beginning.

Bearings are based on the south line of Pleasantville Road being North 74 deg. 57' 49" east by previous surveys. For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in November of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Tract Two - Parcel Two:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and described as follows:

Part of Section Number 5, Township Number 14, Range Number 18, and being part of Lot Number 11 of the Bank Addition to the City of Lancaster, Ohio, and bounded by beginning at a stake 294 feet south of the northeast corner of Lot Number 11; thence South 88-1/2 deg. West 172 feet to a stake; thence South 51 feet to a post; thence North 88-1/2 deg. East 172 feet and 8 inches to a stake; thence North 50-1/2 feet to the place of beginning. Containing one-fifth (1/5) of an acre, more or less. Subject to conditions, restrictions, easements and utility rights of way of record.

Said Tract Two – Parcel Two is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described as Parcel 1 in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 578, page 644 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right-of-way), said point being South 00 deg. 00' 00" west a distance of 294.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 50.34 feet to a 5/8 inch rebar set at the west line of Ewing Street and north line of a 15 foot alley; thence with the north line of said 15 foot alley South 87 deg. 22' 25" west a distance of 178.28 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 50.98 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 178.09 feet to the point of beginning, containing 0.2070 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-50099-00

Tract Two- Parcel Three:

Known as being a part of the west half of Section No. 5, in Township No. 14, of Range No. 18 and located on the west side of North Ewing Street in the City of Lancaster and bounded by beginning at a stone on the west side of Ewing Street 245 feet south of the northeast corner of Out Lot No. 11 of the Lancaster Bank Subdivision of Section No. 5; thence South 88-1/2 deg. West 172-1/15 feet to the alley on west; thence South with the line of the alley 49 feet; thence North 88-1/2 deg east 173 feet to Ewing Street; thence North 49 feet to the place of beginning,

containing 1/5 of an acre, more or less. Subject to conditions, restrictions, easements and utility rights of way of record.

Said Tract Two – Parcel Three is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described as Parcel 2 in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 578, page 644 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right-of-way), said point being South 00 deg. 00' 00" west a distance of 245.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 178.09 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 177.93 feet to the point of beginning, containing 0.2000 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-50100-00

Tract Two - Parcel Four

Being a part of the west half of Section No. 5, Township No. 14 and Range No. 18 and more particularly known as being on the west side of North Ewing Street, Lancaster, Ohio, and being a part of Out Lot No. 11 of Lancaster Bank's Subdivision of said Section 5 and further described as being the two lots on the south side of 3 lots bought by Jacob Ellinger of Herbert Snoke and described in Deed Book 131, page 455, and bounded as follows: Beginning at a stake or post South 196 feet from northeast corner of Out Lot No. 11; thence South 88-1/2 deg. West 170-2/15 feet to a post at the alley; thence South with the line of the alley 98 feet; thence North 88-1/2 deg. East 173 feet to Ewing Street; thence North 98 feet to the place of beginning, containing 2/5 of an acre; excepting therefrom the following premises, sold by

Samuel J. Heston, et ux., to Miller, et al., said conveyance being of record in Volume 141, page 618 of Fairfield County, Ohio Deed Records; situate in the State of Ohio, County of Fairfield and City of Lancaster, and known as being a part of west half of Section 5, Township 14, Range 18 and located on the west side of North Ewing Street, in the City of Lancaster, Ohio and bounded by beginning at a stone on the west side of Ewing Street 245 feet south of the northeast corner of out Lot No. 11 of Lancaster, Ohio, Bank Subdivision of Section No. 5; thence South 88-1/2 deg. West 172-1/2 feet to the alley on the west; thence South along this alley 49 feet; thence North 88-1/2 deg. East 173 feet to Ewing Street; thence North 49 feet to the place of beginning, containing 1/5 of an acre, more or less. Subject to conditions, restrictions, easements and utility rights of way of record.

Said Tract Two – Parcel Four is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11.

Being the same property described as Parcel 3 in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 578, page 644 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch iron pipe found on the west line of Ewing Street (52 foot right-of-way), said point being South 00 deg. 00' 00" west a distance of 196.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 177.93 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 177.78 feet to the point of beginning, containing 0.1999 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-50101-00

#### Tract Two - Parcel Five:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows: More particularly known and distinguished by being a part of the west half of Section 5, Township 14, Range 18 and known as being a part of Lot No. 11 of Lancaster Banks Subdivision of said Section 5, bounded and described as follows:

Beginning at a post 98 feet south of the northeast corner of said Lot No. 11; thence South 88-1/2 deg. West 170-2/10 feet to a post; thence South 49 feet to a post; thence North 88-1/2 deg. East 170.8 feet to a post; thence North 49 feet to the place of beginning, containing 1/5 of an acre, more or less.

Said Tract Two - Parcel Five is described by new survey as follows:

Situated in the State of Oho, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 591, page 426 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right-of-way) said point being South 00 deg. 00' 00" west a distance of 98.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 177.62 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 177.46 feet to the point of beginning, containing 0.1995 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-58480-00

# Tract Three:

Situated in the County of Fairfield, State of Ohio and the City of Lancaster and bounded and described as follows:

Being Unit C in Ewing Medical Building Condominium as the same is more fully described in the Declarations and Drawings recorded in Volume 540, page 102 of the Deed Records of Fairfield County, Ohio.

## Tract Four:

Situated in the County of Fairfield, State of Ohio, in the Township of Hocking, now the City of Lancaster and bounded and described as follows:

Being a part of Reserve "C" of the plat of the dedication of Trace Drive and various easements in Hunter Trace, Lancaster, Ohio, as recorded in Plat Book 10, page 112 in the Office of the Recorder of Fairfield County, Ohio and being bounded and more fully described as follows:

Beginning at a found iron pin in the northeast corner of said Reserve "C" and the northeast corner of the herein described parcel; thence South 01 deg. 29' 45" east along the easterly line of Reserve "C" a distance of 235.02 feet to a set iron pin; thence South 88 deg. 30' 18" west a distance of 123.53 feet to a set iron pin; thence North 55 deg. 43' 20" west a distance of 57.39 feet to set iron pin in the easterly line of Trace Drive; thence along a curve to the left having a radius of 530.00 feet and a chord which bears North 23 deg. 44' 55" east along the easterly line of Trace Drive a distance of 238.20 feet to a point in the southerly line of Canterbury Court and the northerly line of Reserve "C"; thence South 81 deg. 15' 32" west a distance of 78.79 feet to the place of beginning and containing 0.693 acres more or less.

Tract Five:

Parcel One:

Situated in the City of Lancaster, County of Fairfield, and State of Ohio and being all of Lot 3 and part of Lot 2 in the Charles W. and Rena Good Addition as recorded in Plat Book 7, page 3 and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the southwest corner of Lot 3; thence North 00 deg. 01' 30" east a distance of 130.32 feet to a "mag nail" set on the west line of Lot 2; thence with the south edge of a portico roof, South 89 deg. 43' 39" east a distance of 49.08 feet to the face of a brick building; thence with the face of the building on the second floor South 00 deg. 02' 03" east a distance of 76.98 feet to the building corner. Thence with the face of the building on the second floor, South 89 deg. 58' 57" east a distance of 100.45 feet to a mine spike set on the east line of Lot 2; thence South 00 deg. 10' 04" west a distance 53.25 feet to a ¾ inch iron pipe found at the southeast corner of Lot 3; thence North 89 deg. 55' 52" west a distance of 149.48 feet to the point of beginning, containing 11738 square feet.

Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in June of 1997 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-52215-00

Parcel Two:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Four (4) of the Charles W. and Rena Good Addition to said City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel No. 053-52216-00

Parcel Three:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Five (5) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom a rectangular strip out of the southeast corner of said lot, which strip is described as follows:

Beginning at the southeast corner of said Lot No. 5; thence northwardly with the east lot line 14 feet to a point; thence westwardly in a line parallel with the north and south lines of said lot, 45 feet to a point; thence on a line parallel with the east and west lines of said lot to a point on the south line of said lot; thence in an easterly direction with the south line of said lot to the place of beginning. Also excepting the following: Beginning at a point which is 14 feet north, and 45 feet west of the southeast corner of said Lot No. 5; thence westwardly 18 feet to a point; thence in a southerly direction in a line parallel to the east and west lines of Lot No. 5, 15 feet to the south boundary lot line; thence in an easterly direction 18 feet to a point; thence in a northerly direction 14 feet to the place of beginning.

Auditor's Parcel No. 053-52217-00

Parcel Four:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being a part of Lot Number Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio as platted in Plat Book 7, page 3, which is more particularly described as follows:

Beginning at a point which is 63 feet west of the northeast corner of said Lot No.6; thence West along the north boundary line of said lot to the northwest corner of said Lot No. 6; thence South along the west boundary line of said lot, 16 feet to a point; thence East, parallel with the north boundary line of said lot, to a point which is 63 feet west of the east boundary line of said lot; thence North parallel to the east boundary line of said lot, to the place of beginning.

Auditor's Parcel No. 053-52218-00

Parcel Five:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and bounded and described as follows:

Being a part of Lots Numbered Seven (7) and Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio, as platted in Plat Book 7, page 3, described as follows:

Beginning at an iron pin, in the northeast corner of Lot No. 7 in said Addition; thence South with the east lot line 27 feet to an iron pin; thence westwardly in a line parallel to the north and south lines of such Lot No. 7, 38 feet to an iron pin; thence North in a line parallel to the east line of such Lot No. 7, 33.36 feet (passing an iron pin at 27 feet on the lot line between Lots Nos. 7 and 6) to a point in Lot No. 6; thence East on a line parallel to the north line between Lots Nos. 6 and 7, 38 feet to a point on the east boundary line of Lot No. 6; thence South with the east boundary line of Lot No. 6, 6.36 feet to an iron pin, the place of beginning. Containing 1267.68 square feet, more or less.

Auditor's Parcel No. 053-52219-00

Parcel Six:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and bounded and described as follows:

Being a part of Lot Number Five (5) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio, as platted in Plat Book 7, page 3, which is more fully described as follows:

Being a rectangular strip out of the southeast corner of said lot described as follows:

Beginning at the southeast corner of said Lot No. 5; thence northwardly with the east lot line 14 feet to a point; thence westwardly in a line parallel with the north and south lines of said lot, 63 feet to a point; thence in a line parallel with the east and west lines of said lot, 14 feet to a point on the south line of said lot; thence in an easterly direction with the south line of said lot, 63 feet to the place of beginning.

Auditor's Parcel No. 053-52220-00

Parcel Seven:

Being Lot Number Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom a rectangular strip out of the northwest corner of said Lot No. 6, which is more particularly described as follows:

Beginning at a point which is 63 feet west of the northeast corner of said Lot No. 6; thence West along the north boundary line of said lot approximately 86 feet to the northwest corner of said Lot No. 6; thence South along the west boundary line of said lot, 16 feet to a point; thence East, parallel with the north boundary line of said lot approximately 86 feet to a point which is 63 feet west of the east boundary line of said lot; thence North parallel with the east boundary line of said lot, 16 feet to the place of beginning. Also excepting therefrom a rectangular strip out of the southeast corner of said Lot No. 6 (being a part of the premises conveyed to Jack C. West and Marjorie B. West by Warranty Deed recorded in Volume 426, page 112 of the Deed Records of Fairfield County, Ohio), which is more particularly described as follows:

Beginning at the southeast corner of said Lot No. 6; thence northerly with the east lot line 6.36 feet to a point; thence westwardly in a line parallel with the north and south lines of said lot 38 feet to a point; thence in a line parallel with the east and west lines of said lot 6.36 feet to a point and on the south line of said lot; thence in an easterly direction with the south line of said lot 38 feet to the place of beginning.

Auditor's Parcel No. 053-52221-00

Parcel Eight:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and being Lot Seven (7) in the Charles W. and Rena Good Addition to said City. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom that portion of said lot described as follows:

Being a part of Lots Numbers Seven (7) and Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio, described as follows:

Beginning at an iron pin, the northeast corner of Lot No. 7 in said Addition; thence South with the east lot line 27 feet to an iron pin; thence westwardly in a line parallel to the north and south lines of such Lot No. 7, 38 feet to an iron pin; thence North in a line parallel to the east line of such Lot No. 7, 33.36 feet (passing an iron pin at 27 feet on the lot line between Lots Nos. 7 and 6) to a point in Lot No. 6; thence East on a line parallel to the north line between Lots Nos. 6 and 7, 38 feet to a point on the east boundary line of Lot No. 6; thence South with the east boundary line of Lot No. 6, 6.36 feet to an iron pin, the place of beginning. Containing 1267.68 square feet, more or less.

Auditor's Parcel No. 053-52222-00

## Parcel Nine:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and being Lot Eight (8) in the Charles W. and Rena Good Addition to said City. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom the following described parcel:

Being a part of Lot 8 of the Charles W. and Rena Good Addition to the City of Lancaster and bounded and described as follows:

Beginning at an iron pipe in the west line of a 14 foot alley at the northeast corner of said Lot No. 8; thence with the west line of said alley South 2 deg. 16' west 14.64 feet to an iron pipe; thence North 89 deg. 29' west 44.80 feet to an iron pipe; thence North 0 deg. 58' east 16.13 feet to an iron pipe in the north line of said lot No. 8; thence with the north line of said Lot No. 8 South 87 deg. 35' east 45.15 feet to the place of beginning.

Auditor's Parcel No. 053-52223-00

Parcel Ten:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and bounded and described as follows:

Being a part of Lot No. 8 of the Charles W. and Rena Good Addition to the City of Lancaster as platted in Plat Book 7, page 3 and described as follows:

Beginning at an iron pipe in the west line of a 14 foot alley at the northeast corner of said Lot No. 8; thence with the west line of said alley South 2 deg. 16' west 14.64 feet to an iron pipe; thence North 89 deg. 29' west 44.80 feet to an iron pipe; thence North 0 deg. 58' east 16.13 feet to an iron pipe in the north line of said Lot No. 8; thence with the north line of said Lot No. 8 South 87 deg. 35' east 45.15 feet to the place of beginning containing 691.90 square feet.

Auditor's Parcel No. 053-52223-10

Parcel Eleven:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Nine (9) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel No. 053-52224-00

Parcel Twelve:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Ten (10) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel Nos. 053-52225-00 and 053-58222-50

Parcel Thirteen:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Eleven (11) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel Nos. 053-52226-10 and 053-58222-60

Parcel Fourteen:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Twelve (12) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3. Together with the northerly half of the vacated alley which is adjacent and parallel to the southern boundary of said Lot Number Twelve (12).

Auditor's Parcel Nos. 053-52227-10 and 053-58222-70

# Tract Six:

Situated in the State of Ohio, County of Fairfield, City of Lancaster and being a part of Lot Number One (1) in the Charles W. and Rena Good Addition to the said City of Lancaster, (Plat Book 7, page 3) and bounded as follows:

Being all of that part of Lot Number One (1) lying north and west of a line extending from the center of a turn around circle to an iron pin at the northeast corner of said Lot.

#### Tract Seven:

Situated in the State of Ohio, Fairfield County, City of Lancaster and being Lot 4 in A. Bauman's Addition (Plat Book 1, page 13) and part of Outlot 13 in Banks Addition Beginning at a 5/8 inch rebar set at the northwest corner of said Lot 4; thence with the north line of Lot 4 North 81 deg. 54' 03" east a distance of 52.40 feet to a railroad spike set; thence with the south line of a 12 foot alley South 89 deg. 59' 32" east a distance of 178.67 feet to a 5/8 inch rebar set on the west line of Ewing Street; thence with the west line of said street South 00 deg. 48' 00" east a distance of 104.60 feet to a point; thence with a curve to the right having a central angle of 82 deg. 31' 32", a radius of 35.00 feet, an arc length of 50.41 feet and a chord bearing South 40 deg. 27' 46" west a distance of 46.17 feet to a railroad spike set; thence with the north line of Main Street South 81 deg. 43' 32" west a distance of 102.38 feet to a railroad spike set; thence continuing with the north line of Main Street South 76 deg. 12' 28" west a distance of 48.36 feet to a 5/8 inch rebar set at the southeast corner of Lot 4; thence continuing with the north line of Main Street South 81 deg. 43' 32" west a distance of 52.40 feet to a one inch iron pipe found; thence with the west line of Lot 4 North 00 deg. 39' 47" west a distance of 166.17 feet to the point of beginning, containing 35072 square feet or 0.805 acres.

Bearings are based on the west line of Ewing Street being North 00 deg. 48' 00" west. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made by Tobin-McFarland Surveying, Inc. in June 1992 and was prepared by Thomas E. Tobin, Registered Professional Surveyor No. 6363.

Excepting therefrom the following described premises:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5. Being 0.372 acres of the 0.805 acre tract (known as Tract Two) described in Deed Volume 603, page 349 and 0.007 acres of a vacated alley as recorded in Official Record 1481, page 3756, and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the southwest corner of the aforementioned 0.805 acre tract, on the north line of Main Street (U.S. Route 22) and at the southeast corner of Lot 3 in A. Bauman's Addition as recorded in Plat Book 1, page 13, said rebar also located North 81 deg. 41' 30" east a distance of 104.57 feet from a ¾ inch iron pipe found at the southwest corner of Lot 2 in A. Bauman's Addition; thence with the west line of the 0.805 acre tract and the east line of Lot 3, North 00 deg. 39' 47" west, passing a 5/8 inch rebar set at 159.22 feet, a total distance of 173.22 feet to a point in the center of the aforementioned vacated alley; thence with the center of the vacated alley North 81 deg. 51' 29" east a distance of 45.15 feet to a mag spike set; thence South 00 deg. 34' 29" east a distance of 7.05 feet to a railroad spike

previously set at the southeast corner of the vacated alley; thence North 81 deg. 50' 37" east a distance of 7.22 feet to a mag spike set at a corner of the 0.805 acre tract; thence South 89 deg. 59' 32" east a distance of 47.56 feet to a mag spike set on the north line of the 0.805 acre tract; thence South 00 deg. 30' 17" east, passing a mag spike set at 144.47 feet, a total distance of 154.47 feet to a point on the north line of Main Street and at a corner of the 0.805 acre tract; thence with the north line of Main Street South 76 deg. 12' 28" west a distance of 48.36 feet to a 5/8 inch rebar set at a corner of the 0.805 acre tract; thence South 81 deg. 41' 30" west a distance of 52.40 feet to the point of beginning, containing 0.379 acres.

Bearings are based on an assumed meridian and are used to denote angles only. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. This description is based on a survey made in December of 2008, by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

## Tract Eight:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being Lot Number One (1) in A. Bauman's Addition to the said City of Lancaster, Ohio as shown on the plat of said Addition found in Plat Book 1, page 13 in the Recorder's Office of said Fairfield County, Ohio. Said lot fronting 60 feet on East Main Street and has a depth of 165 feet along Harman Avenue.

#### Tract Nine:

Situated in the City of Lancaster, in the County of Fairfield and the State of Ohio:

Being a part of Section Five (5), Township Fourteen (14), Range Eighteen (18) and further known as part of Out Lot Number Twelve (12) in the Lancaster Bank Addition to the City of Lancaster, Ohio. Reference is made to Survey 642 in Book Two of the County of Fairfield Surveyor's Record, bounded by beginning at the northeast corner of Lot Twelve (12); thence South 88 deg. 20' west 2.72 chains; thence South 1.84 chains; thence North 88 deg. 20' east 2.72 chains to the west line of what was formerly known as the Mill Road; now known as Ewing Street; thence North 1.84 chains to the place of beginning, containing one-half acre; Excepting Therefrom a tract Fifty (50) feet off of the north side of the premises heretofore conveyed by Henry Foreman, et al. to Herbert Snoke and Excepting a tract Thirty (30) feet off of the north side of the remainder of and immediately south of Herbert Snoke tract.

Auditor's Parcel No. 053-50096-00

#### Tract Ten:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5. Being a part of Lots 2 thru 6 in the Lanreco Park Addition No. 3, recorded in Plat Book 5, page 17 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the southern right of way Line of Pleasantville Road and at the northeast corner of Lot 2 in said subdivision; thence with the east line of said Lot 2, South 15 deg. 16' 53" east a distance of 145.49 feet to a 5/8 inch rebar set; thence South 75 deg. 03' 36" west a distance of 141.66 feet to a 5/8 inch rebar set; thence North 14 deg. 56' 24" west a distance of 6.30 feet to a 5/8 inch rebar set; thence South 75 deg. 22' 05" west a distance of 58.24 feet to a 5/8 inch rebar set; thence North 15 deg. 02' 11" west a distance of 20.68 feet to a 5/8 inch rebar set; thence with a curve to the left having a radius of 40.00 feet, a central angle of 123 deg. 50' 11", an arc length of 86.45 feet and a chord bearing North 02 deg. 50' 18" west a distance of 70.58 feet to a 5/8 8inch rebar set; thence North 15 deg. 02' 11" west a distance of 26.66 feet to a 5/8inch rebar set; thence with a curve to the right having a radius of 35.00 feet, a central angle of 39 deg. 22' 35", an arc length of 24.05 feet and a chord bearing North 04 deg. 39' 07" east a distance of 23.58 feet to a 5/8 inch rebar set on the north line of said Lot 5 and on said right of way line of Pleasantville Road; thence North 74 deg. 57' 49" east a distance of 176.41 feet to the point of beginning, containing 0.6029 acres (26,263 square feet).

Bearings are based on the south line of Pleasantville Road being North 74 deg. 57' 49" east by previous surveys. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in October of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58207-80

Tract Eleven:

Parcel One:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5 and City of Lancaster. Being part of Lots 15, 16, 17 and 18 of the Charles W. and Rena Good Addition(Plat Book 7, page 3) as recorded in Deed Volume 575, page 905 and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the northeast corner of Lot 18; thence South 03 deg. 17' 33" west a distance of 188.07 feet to a one inch iron pipe found on the east line of Lot 15; thence North 86 deg. 42' 26" west a distance of 83.52 feet to a 5/8 inch rebar set; thence North 04 deg. 21' 53" east a distance of 188.10 feet to a 5/8 inch rebar set on the north line of Lot 18; thence South 86 deg. 42' 26" east a distance of 80.00 feet to the point of beginning, containing 0.353 acres or 15377 square feet. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in October of 1989 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58017-31

Parcel Two:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and being the front eighty (80) feet off the following described lots: Being Lots Number Nineteen (19) and Twenty (20) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see plat of addition recorded in Plat Book 7, page 3.

Auditor's Parcel No. 053-58223-10

Parcel Three:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and being the front eighty (80) feet off Lot Number Twenty-one (21) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see plat of addition recorded in Plat Book 7, page 3. Together with that portion of Mulberry Street which was vacated by the City of Lancaster in Ordinance No. 26-80 dated June 9, 1980.

Auditor's Parcel No. 053-58223-20

#### Parcel Four:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being known as the south half of Lot Number Twenty-two (22) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. (75' x 160.04') For greater certainty of description, see plat of addition recorded in Plat Book 7, page 3 of the records of Fairfield County, Ohio. Together with that portion of Mulberry Street which was vacated by the City of Lancaster in Ordinance No. 43094, dated December 12, 1994. Excepting therefrom the following .0823 acre tract: Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, being part of Lot 22 in the Charles and Rena Good Addition to the City of Lancaster (Plat Book 7, page 3) as recorded in Deed Volume 621, page 819, and being more fully described as follows:

Beginning at a ¾ inch iron pipe found at the southwest corner of Lot 22; thence North 03 deg. 07' 47" east a distance of 74.79 feet to a 5/8 inch rebar set; thence with the north line of the property described in Deed Volume 621, page 819, South 89 deg. 13' 35" east a distance of 48.00 feet to a 5/8 inch rebar set; thence South 03 deg. 07' 48" west a distance of 74.79 feet to a 5/8 inch rebar set on the south line of Lot 22; thence North 89 deg. 13' 35" west a distance of 48.00 feet to the point of beginning, containing 0.0823 acres. Subject to a 5.0 foot wide utility right of way along the west line of Lot 22 as shown on the recorded plat. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in June of 1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58223-30

#### Parcel Five:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being the northern part of Lot Number Twenty-Two (22) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio (Plat Book 7, page 3) and being all of such lot located north of a line 75 feet north of the south line and parallel thereto. Accepting therefrom the following described property: Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster. Being part of Lot Twenty-two (22) in the Charles

W. and Rena Good Addition to the said City of Lancaster, Ohio (Plat Book 7, page 3) as recorded in Deed Volume 554, page 804 and being more fully described as follows: Beginning at a 5/8 inch rebar set at the northwest corner of Lot 22; thence south 87 deg. 04' 51" east a distance of 39.06 feet to a 5/8 inch rebar set on the north line of Lot 22; thence South 03 deg. 06' 54" west a distance of 79.70 feet to a 5/8 inch rebar set on the south line of the property described in Deed Volume 554, page 804; thence North 89 deg. 13' 35" west a distance of 39.11 feet to a 5/8 inch rebar set on the west line of Lot 22; thence North 03 deg. 07' 47" east a distance of 81.16 feet to the point of beginning, containing 3142 square feet or 0.0721 acres. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in October, 1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-52234-00

#### Parcel Six:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and being a part of Lot Number Twenty-three (23) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio (Plat Book 7, page 3) and bounded as follows:

Being all of that part of Lot Number Twenty-three (23) lying north and east of a line extending from the center of the turn around circle to an iron pin at the northwest corner of said lot. Excepting thereform the following described real estate:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster. Being part of Lot 23 in the Charles and Rena Good Addition to the City of Lancaster (Plat Book 7, page 3) as recorded in Deed Volume 554, page 763, and being more fully described as follows:

Beginning at a ¾ inch iron pipe found at the northwest corner of Lot 23, thence South 89 deg. 11' 22" east a distance of 39.05 feet to a 5/8 inch iron rebar set on the north line of Lot 23; thence South 03 deg. 06' 54" west a distance of 33.52 feet to a 5/8 inch rebar set on the southwesterly line of the property described in Deed Volume 554, page 763; thence North 47 deg. 34' 15" west a distance of 50.43 feet to the point of beginning, containing 654 square feet or 0.0150 acres. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in

1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-52236-00

Parcel Seven:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being a part of Lot No. 23 in the Charles and Rena Good Addition to the City of Lancaster, Ohio (Plat Book 7, page 3) and bounded as follows:

Being all of that part of Lot No. 23 lying south and west of a line extending from the center of the turn around circle to an iron pin at the northwest corner of said lot; and further described as follows: Beginning at an iron pin in the northwest corner of said Lot No. 23; thence with westerly lot line southward 152.73 feet to an iron pin in the southwest corner of Lot No. 23; thence with lot line eastward 124.93 feet to an iron pin in the street line at the southeast corner of said Lot No. 23; thence with curve of street and lot line in a northerly direction to an iron pin 40.17 feet distant, thence northwesterly 177.87 feet to the place of beginning. Excepting therefrom the following described 0.1217 acre tract: Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster. Being part of Lot 23 in the Charles and Rena Good Addition to the City of Lancaster (Plat Book 7, page 3) as recorded in Deed Volume 572, page 295 and being more fully described as follows: Beginning at a 3/4 inch iron pipe found at the northwest corner of Lot 23; thence South 47 deg. 34' 15" east a distance of 50.43 feet to a 5/8 inch rebar set; thence South 03 deg. 06' 54" west a distance of 119.76 feet to a 5/8 inch rebar set on the south line of Lot 23; thence North 87 deg. 04' 51" west a distance of 39.06 feet to a 5/8 inch rebar set at the southwest corner of Lot 23; thence North 03 deg. 07' 47" east a distance of 151.85 feet to the point of beginning, containing 5302 square feet or 0.1217 acres. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in 1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58223-50

Parcel Eight:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5 and in the City of Lancaster: Beginning at a railroad spike set on the west line of

Harmon Avenue, at the southeast corner of Mulberry Street as vacated in Ordinance 43-94 and at the northeast corner of Lot 21 in the Charles W. and Rena Good Addition as recorded in Plat Book 7, page 3; thence North 00 deg. 01' 30" east passing a one inch iron pipe found at the 50.06 feet and a 5/8 inch iron pipe found at 124.83 feet, a total distance of 145.35 feet to a railroad spike set at a corner of Lot 22 in said subdivision; thence with a curve to the right having a radius of 60.00 feet, an arch length of 325.50 feet, a central angle of 310 deg. 38' 19" and a chord bearing South 89 deg. 53' 21" east a distance of 50.11 feet to a 5/8 inch rebar previously set at a corner of Lot 2 in said subdivision; thence South 00 deg. 01' 30" west passing a mag nail previously set at 35.03 feet a total distance of 143.07 feet to a railroad spike set on the west line of Lot 3 in said subdivision; thence South 87 deg. 30' 23" west a distance of 50.16 feet to the point of beginning, containing 0.421 acres.

Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in August of 2007 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered professional Surveyor No. 6416.

The above described 0.421 acres is the portion of Harmon Avenue which was vacated by the City of Lancaster in Permanent Ordinance No. 44-07, passed by the Lancaster City Council on September 24, 2007.

Auditor's Parcel No. 053-58223-49

#### Tract Twelve:

Situated in the City of Lancaster, in the County of Fairfield and State of Ohio and being all of the lot conveyed to Eugene Tobin and Bernadine Tobin of record in Deed Book 349, page 15 in the Office of the Recorder of Fairfield County, Ohio, said lots being a part of Outlot No. 21 in the Bank Addition to the City of Lancaster, Ohio, and being more fully described as follows:

Beginning at an iron pipe (set) on the easterly line of Ewing Street (52'R/W) said iron pipe bears north a distance of 279.79 feet from the northeast corner of East Main Street; thence North continuing with the easterly line of Ewing Street a distance of 47.00 feet; thence North 82 deg. 30' 44" east a distance of 179.73 feet to the westerly line of an alley, passing iron pipes set at 1.00 feet and at 178.73 feet; thence south with the westerly line of the alley a distance of 47.00 feet to a P.K. nail set in concrete parking area; thence south 82 deg. 30' 44" west a distance of 179.73 feet to the place of beginning, containing 8,375 square feet. Surveyed by Thomas E. Tobin, Registered Surveyor September, 1979.

Auditor's Parcel No. 053-58011-80

## **EXHIBIT B**

### THE PROJECT

All of the facilities located or to be located on the Leased Real Property described on Exhibit A hereto.

201300013613
Filed for Record in
FAIRFIELD COUNTY, DH
GENE WOOD, COUNTY RECORDER
06-27-2013 At 09:34 am.
LEASE 516.00
OR Book 1636 Page 3787 - 3849

#### MEMORANDUM OF BASE LEASE AND LEASE

This MEMORANDUM OF BASE LEASE AND LEASE (this "Memorandum") is entered into between the County of Fairfield, Ohio (the "County"), a political subdivision of the State of Ohio, whose address is 210 East Main Street, Lancaster, Ohio 43130, and Fairfield Medical Center, an Ohio nonprofit corporation (the "Corporation"), whose address is 401 N. Ewing Street, Lancaster, Ohio 43130.

- A. Base Lease. The Corporation and the County have entered into a Base Lease (the "Base Lease") dated as of June 1, 2013, relating to the County's \$96,600,000 Hospital Facilities Revenue Refunding and Improvement Bonds, Series 2013 (Fairfield Medical Center Project) (the "Bonds") whereby the Corporation leased to the County an interest in the real property described in Exhibit A (the "Base Lease Property"), and certain facilities located thereon, on terms and conditions set forth in such documents. The Base Lease may from time to time be amended or supplemented to add or delete property subject to the Base Lease and this Memorandum reflects the property currently subject to the Base Lease in the County in which this Memorandum is recorded.
- B. Agreement of Lease. The County and the Corporation have entered into an Agreement of Lease (the "Lease"), dated as of June 1, 2013, relating to the Bonds, whereby the County: (i) subleased to the Corporation the Base Lease Property, and (ii) leased to the Corporation certain other property owned by the County, all as described in Exhibit B; on terms and conditions set forth in the Lease. The Lease may from time to time be amended or supplemented to add or delete property subject to the Lease and this Memorandum reflects the property currently subject to the Lease in the County in which this Memorandum is recorded.
- C. Term. The term of the Base Lease and Lease are for a period commencing June 1, 2013 and terminating June 15, 2043 unless earlier terminated or extended pursuant to the provisions of the Base Lease or Lease, as appropriate.
- **D.** Assignment. The County transferred and assigned to U.S. Bank National Association, as the Master Trustee, and its successors and assigns, a portion of the County's right, title and interest in and to the Base Lease and Lease, excluding the Unassigned Rights of the County, as described in the Lease, and the right to receive Basic Rent (as defined in the Lease), which has been assigned to U.S. Bank National Association, as the trustee for the Bonds.
- E. Miscellaneous. This Memorandum is executed for recording pursuant to Section 5301.251 of the Ohio Revised Code, to provide notice of the Base Lease, the Lease and the assignment thereof described in paragraph D, and is not intended, and shall not be construed, to define, limit or modify the Base Lease or Lease. The Base Lease, the Lease and the assignment thereof set forth other important terms and provisions, and are incorporated herein by reference. In the event of a conflict between the terms of this Memorandum and the Base Lease, the Lease or the assignment thereof, the terms of the Base Lease, Lease or assignment thereof, as appropriate, shall control. This Memorandum supersedes any prior Memorandum of Base Lease and Lease between the County and the Corporation with respect to property located in the County in which this Memorandum is recorded.

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WITNESS the signatures of the parties on the Memorandum of Base Lease and Lease, as of this 1st day of June, 2013.

## COUNTY OF FAIRFIELD, OHIO

Commission &

Commissioner

By: //www.

STATE OF OHIO

) SS:

)

COUNTY OF FAIRFIELD

On this day of June, 2013, before me a notary public in and for the County and State aforesaid, personally appeared Steven A. Davis, Mile Kight & Davis L. Levacy, to me known and known to me to be the members of the Board of County Commissioners of the County of Fairfield, Ohio, and to me known to be the person who executed the foregoing instrument, and acknowledged the execution thereof to be his free act and deed and the free act and deed of the County of Fairfield, Ohio.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

L) STACI A. KNISLEY
Notary Public, State of Ohio
My Commission Expires 8/21/17

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# IR 1636 MI 3789

FAIRFIELD MEDICAL CENTER

L. Gettys, Chief Financial Officer

STATE OF OHIO ) SS: COUNTY OF FRANKLIN

On this 4 day of June, 2013, before me a notary public in and for the County and state aforesaid, personally appeared Sky L. Gettys, the Chief Financial Officer of the Fairfield Medical Center and to me known to be the person who executed the foregoing instrument, and acknowledged the execution thereof to be his/her free act and deed and the free act and deed of the nonprofit corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year

reate first above written.

VICTOR A LINNENBOM, Attorney At Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date Sec. 147.03 R.C.

This instrument prepared by: Glendon B. Pratt, Esq. Peck, Shaffer & Williams LLP 65 East State Street, Suite 500 Columbus, Ohio 43215

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# OR 1636 PAGE 3790

# EXHIBIT A

Property Leased from the Corporation to the County Under the Base Lease

Tract Two

Tract Two, Parcel One:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5. Being all of Lot 12 and part of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Lanreco Park Addition No. 3 as recorded in Plat Book 5, page 17, also being all the property described in Volume 590, page 45, Volume 664, Page 215 and part of the property described in Volume 678, page 893, Volume 583, page 465, Volume 583, page 81, Volume 580, page 418, Volume 580, page 406, Volume 580, page 402, Volume 585, page 795 of the deed records in the Office of the Recorder of Fairfield County, and being more fully described as follows:

Beginning at an axle found at the southwest corner of Lot 12 in the Lanreco Park Addition No. 3 as recorded in Plat Book 5, page 17; thence North 05 deg. 45' 01" east a distance of 368.49 feet to a point on the west line of Lot 12; thence North 07 deg. 41' 08" east a distance of 176.94 feet to the northwest corner of said Lot 12; thence North 74 deg. 57' 49" east a distance of 124.00 feet to a 5/8 inch rebar set on the north line of Lot 10; thence South 08 deg. 13' 49" west a distance of 161.25 feet to a 5/8 inch rebar set on the west line of Lot 11; thence North 75 deg. 03' 36" east a distance of 203.13 feet to a 5/8 inch rebar set; thence North 14 deg. 56' 24" west a distance of 10.08 feet to a 5/8 inch rebar set; thence North 75 deg. 03' 36" east a distance of 58.31 feet to a 5/8 inch rebar set; thence North 15 deg. 02' 11" west a distance of 21.02 feet to a 5/8 inch rebar set; thence with a curve to the right having a radius of 40.00 feet, a central angle of 139 deg. 13' 53", an arc length of 97.20 feet and a chord bearing North 17 deg. 42' 07" west a distance of 74.99 feet to a 5/8 inch rebar set; thence North 15 deg. 02' 11" west a distance of 9.63 feet to a 5/8 inch rebar set; thence with a curve to the left having a radius of 35.00 feet, a central angle of 70 deg. 15' 16", an arc length of 42.92 feet and a chord bearing North 50 deg. 09' 49" west a distance of 40.28 feet to a 5/8 inch rebar set on the north line of Lot 7; thence North 74 deg. 57' 49" east a distance of 72.65 feet to a 5/8 inch rebar set on the north line of Lot 5; thence with a curve to the left having a radius of 35.00 feet, a central angle of 39 deg. 22' 35", an arc length of 24.05 feet and a chord bearing South 04 deg. 39' 07" west a distance of 23.58 feet to a 5/8 inch rebar set; thence South 15 deg. 02' 11" east a distance of 26.66 feet to a 5/8 inch rebar set; thence with a curve to the right having a radius of 40.00 feet, a central angle of 123 deg. 50' 11", an arc length of 86.45 feet and a chord bearing south 02 deg. 50' 18" east a distance of 70.58 feet to a 5/8 inch rebar set; thence South 15 deg. 02' 11" east a distance of 20.68 feet to a 5/8 inch rebar set; thence North 75 deg. 22' 05" east a distance of 58.24 feet to a 5/8 inch rebar set; thence South 14 deg. 56' 24" east a distance of 6.30 feet to a 5/8 inch rebar set; thence North 75 deg. 03' 36" east a distance of 141.66 feet to a 5/8 inch rebar set on the east line of Lot 2; thence South 15 deg. 16' 53" east a distance of 45.31 feet to a \(^3\)/4 inch iron pipe found at the southeast corner of Lot 2; thence South 52 deg. 03' 12" west a distance of 156.88 feet to a 34 inch iron pipe found at the southeast corner of Lot 5; thence South 51 deg. 56' 32" west a distance of 208.36 feet to a 5/8 inch iron pipe found at the southeast corner of Lot 9; thence South 51 deg. 55' 32" west a

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distance of 161.01 feet to a point at the southeast corner of Lot 12; thence South 51 deg. 45' 02" west passing railroad spikes previously set at 50.86 and 174.00 feet, a distance of 282.50 feet to the point of beginning, containing 3.493 acres.

Bearings are based on the south line of Pleasantville Road being North 74 deg. 57' 49" east by previous surveys. For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in November of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Together with an easement for parking garage between Margaret E. King, unmarried and Carol Ann King, unmarried, to Fairfield Medical Center, dated December 5, 2003, filed for record December 8, 2003 and recorded in Official Record 1320, page 163, Recorder's Office, Fairfield County, Ohio, the description of which is as follows:

Situated in the State of Ohio, Fairfield County, City of Lancaster, Township 14, Range 18, Section 5. Being part of Lot 1 in Lanreco Park Addition No. 3 as recorded in Plat Book 5, page 17 and being more fully described as follows:

Beginning at a point at the southwest corner of Lot 1; thence with the west line of Lot 1, North 15 deg. 16' 53" west a distance of 45.31 feet to a point; thence North 75 deg. 03' 36" east a distance of 48.01 feet to a point on the east line of Lot 1; thence South 15 deg. 16' 53" east a distance of 24.97 feet to a point, said point being the southeast corner of Lot 1; thence South 52 deg. 03' 12" west a distance of 52.03 feet to the point of beginning.

Bearings are based on the south line of Pleasantville Road being North 74 deg. 57' 49" east by previous surveys. For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in November of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Tract Two – Parcel Two:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and described as follows:

Part of Section Number 5, Township Number 14, Range Number 18, and being part of Lot Number 11 of the Bank Addition to the City of Lancaster, Ohio, and bounded by beginning at

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a stake 294 feet south of the northeast corner of Lot Number 11; thence South 88-1/2 deg. West 172 feet to a stake; thence South 51 feet to a post; thence North 88-1/2 deg. East 172 feet and 8 inches to a stake; thence North 50-1/2 feet to the place of beginning. Containing one-fifth (1/5) of an acre, more or less. Subject to conditions, restrictions, easements and utility rights of way of record.

Said Tract Two – Parcel Two is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described as Parcel 1 in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 578, page 644 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right-of-way), said point being South 00 deg. 00' 00" west a distance of 294.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 50.34 feet to a 5/8 inch rebar set at the west line of Ewing Street and north line of a 15 foot alley; thence with the north line of said 15 foot alley South 87 deg. 22' 25" west a distance of 178.28 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 50.98 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 178.09 feet to the point of beginning, containing 0.2070 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-50099-00

Tract Two- Parcel Three:

Known as being a part of the west half of Section No. 5, in Township No. 14, of Range No. 18 and located on the west side of North Ewing Street in the City of Lancaster and bounded by beginning at a stone on the west side of Ewing Street 245 feet south of the northeast corner of Out Lot No. 11 of the Lancaster Bank Subdivision of Section No. 5; thence South 88-1/2 deg. West 172-1/15 feet to the alley on west; thence South with the line of the alley 49 feet; thence North 88-1/2 deg east 173 feet to Ewing Street; thence North 49 feet to the place of beginning,

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containing 1/5 of an acre, more or less. Subject to conditions, restrictions, easements and utility rights of way of record.

Said Tract Two – Parcel Three is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described as Parcel 2 in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 578, page 644 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right-of-way), said point being South 00 deg. 00' 00" west a distance of 245.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 178.09 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 177.93 feet to the point of beginning, containing 0.2000 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-50100-00

Tract Two - Parcel Four

Being a part of the west half of Section No. 5, Township No. 14 and Range No. 18 and more particularly known as being on the west side of North Ewing Street, Lancaster, Ohio, and being a part of Out Lot No. 11 of Lancaster Bank's Subdivision of said Section 5 and further described as being the two lots on the south side of 3 lots bought by Jacob Ellinger of Herbert Snoke and described in Deed Book 131, page 455, and bounded as follows: Beginning at a stake or post South 196 feet from northeast corner of Out Lot No. 11; thence South 88-1/2 deg. West 170-2/15 feet to a post at the alley; thence South with the line of the alley 98 feet; thence North 88-1/2 deg. East 173 feet to Ewing Street; thence North 98 feet to the place of beginning, containing 2/5 of an acre; excepting therefrom the following premises, sold by

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Samuel J. Heston, et ux., to Miller, et al., said conveyance being of record in Volume 141, page 618 of Fairfield County, Ohio Deed Records; situate in the State of Ohio, County of Fairfield and City of Lancaster, and known as being a part of west half of Section 5, Township 14, Range 18 and located on the west side of North Ewing Street, in the City of Lancaster, Ohio and bounded by beginning at a stone on the west side of Ewing Street 245 feet south of the northeast corner of out Lot No. 11 of Lancaster, Ohio, Bank Subdivision of Section No. 5; thence South 88-1/2 deg. West 172-1/2 feet to the alley on the west; thence South along this alley 49 feet; thence North 88-1/2 deg. East 173 feet to Ewing Street; thence North 49 feet to the place of beginning, containing 1/5 of an acre, more or less. Subject to conditions, restrictions, easements and utility rights of way of record.

Said Tract Two - Parcel Four is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11.

Being the same property described as Parcel 3 in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 578, page 644 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch iron pipe found on the west line of Ewing Street (52 foot right-of-way), said point being South 00 deg. 00' 00" west a distance of 196.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 177.93 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 177.78 feet to the point of beginning, containing 0.1999 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-50101-00

# OR 1636 MH3796

#### Tract Two - Parcel Five:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows: More particularly known and distinguished by being a part of the west half of Section 5, Township 14, Range 18 and known as being a part of Lot No. 11 of Lancaster Banks Subdivision of said Section 5, bounded and described as follows:

Beginning at a post 98 feet south of the northeast corner of said Lot No. 11; thence South 88-1/2 deg. West 170-2/10 feet to a post; thence South 49 feet to a post; thence North 88-1/2 deg. East 170.8 feet to a post; thence North 49 feet to the place of beginning, containing 1/5 of an acre, more or less.

Said Tract Two - Parcel Five is described by new survey as follows:

Situated in the State of Oho, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 591, page 426 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right-of-way) said point being South 00 deg. 00' 00" west a distance of 98.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 177.62 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 177.46 feet to the point of beginning, containing 0.1995 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-58480-00

# OR 1636 MM 3797

### Tract Three:

Situated in the County of Fairfield, State of Ohio and the City of Lancaster and bounded and described as follows:

Being Unit C in Ewing Medical Building Condominium as the same is more fully described in the Declarations and Drawings recorded in Volume 540, page 102 of the Deed Records of Fairfield County, Ohio.

# OR 1636 FAME 3798

#### Tract Four:

Situated in the County of Fairfield, State of Ohio, in the Township of Hocking, now the City of Lancaster and bounded and described as follows:

Being a part of Reserve "C" of the plat of the dedication of Trace Drive and various easements in Hunter Trace, Lancaster, Ohio, as recorded in Plat Book 10, page 112 in the Office of the Recorder of Fairfield County, Ohio and being bounded and more fully described as follows:

Beginning at a found iron pin in the northeast corner of said Reserve "C" and the northeast corner of the herein described parcel; thence South 01 deg. 29' 45" east along the easterly line of Reserve "C" a distance of 235.02 feet to a set iron pin; thence South 88 deg. 30' 18" west a distance of 123.53 feet to a set iron pin; thence North 55 deg. 43' 20" west a distance of 57.39 feet to set iron pin in the easterly line of Trace Drive; thence along a curve to the left having a radius of 530.00 feet and a chord which bears North 23 deg. 44' 55" east along the easterly line of Trace Drive a distance of 238.20 feet to a point in the southerly line of Canterbury Court and the northerly line of Reserve "C"; thence South 81 deg. 15' 32" west a distance of 78.79 feet to the place of beginning and containing 0.693 acres more or less.

## OR 1636 PARE 3799

Tract Five:

Parcel One:

Situated in the City of Lancaster, County of Fairfield, and State of Ohio and being all of Lot 3 and part of Lot 2 in the Charles W. and Rena Good Addition as recorded in Plat Book 7, page 3 and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the southwest corner of Lot 3; thence North 00 deg. 01' 30" east a distance of 130.32 feet to a "mag nail" set on the west line of Lot 2; thence with the south edge of a portico roof, South 89 deg. 43' 39" east a distance of 49.08 feet to the face of a brick building; thence with the face of the building on the second floor South 00 deg. 02' 03" east a distance of 76.98 feet to the building corner. Thence with the face of the building on the second floor, South 89 deg. 58' 57" east a distance of 100.45 feet to a mine spike set on the east line of Lot 2; thence South 00 deg. 10' 04" west a distance 53.25 feet to a ¾ inch iron pipe found at the southeast corner of Lot 3; thence North 89 deg. 55' 52" west a distance of 149.48 feet to the point of beginning, containing 11738 square feet.

Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in June of 1997 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-52215-00

Parcel Two:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Four (4) of the Charles W. and Rena Good Addition to said City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel No. 053-52216-00

Parcel Three:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

# OR 1636 PAGE 3800

Being Lot Number Five (5) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom a rectangular strip out of the southeast corner of said lot, which strip is described as follows:

Beginning at the southeast corner of said Lot No. 5; thence northwardly with the east lot line 14 feet to a point; thence westwardly in a line parallel with the north and south lines of said lot, 45 feet to a point; thence on a line parallel with the east and west lines of said lot to a point on the south line of said lot; thence in an easterly direction with the south line of said lot to the place of beginning. Also excepting the following: Beginning at a point which is 14 feet north, and 45 feet west of the southeast corner of said Lot No. 5; thence westwardly 18 feet to a point; thence in a southerly direction in a line parallel to the east and west lines of Lot No. 5, 15 feet to the south boundary lot line; thence in an easterly direction 18 feet to a point; thence in a northerly direction 14 feet to the place of beginning.

Auditor's Parcel No. 053-52217-00

Parcel Four:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being a part of Lot Number Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio as platted in Plat Book 7, page 3, which is more particularly described as follows:

Beginning at a point which is 63 feet west of the northeast corner of said Lot No.6; thence West along the north boundary line of said lot to the northwest corner of said Lot No. 6; thence South along the west boundary line of said lot, 16 feet to a point; thence East, parallel with the north boundary line of said lot, to a point which is 63 feet west of the east boundary line of said lot; thence North parallel to the east boundary line of said lot, to the place of beginning.

Auditor's Parcel No. 053-52218-00

Parcel Five:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and bounded and described as follows:

Being a part of Lots Numbered Seven (7) and Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio, as platted in Plat Book 7, page 3, described as follows:

Beginning at an iron pin, in the northeast corner of Lot No. 7 in said Addition; thence South with the east lot line 27 feet to an iron pin; thence westwardly in a line parallel to the north and south lines of such Lot No. 7, 38 feet to an iron pin; thence North in a line parallel to the east line of such Lot No. 7, 33.36 feet (passing an iron pin at 27 feet on the lot line between Lots Nos. 7 and 6) to a point in Lot No. 6; thence East on a line parallel to the north line between Lots Nos. 6 and 7, 38 feet to a point on the east boundary line of Lot No. 6; thence South with the east boundary line of Lot No. 6, 6.36 feet to an iron pin, the place of beginning. Containing 1267.68 square feet, more or less.

Auditor's Parcel No. 053-52219-00

Parcel Six:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and bounded and described as follows:

Being a part of Lot Number Five (5) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio, as platted in Plat Book 7, page 3, which is more fully described as follows:

Being a rectangular strip out of the southeast corner of said lot described as follows:

Beginning at the southeast corner of said Lot No. 5; thence northwardly with the east lot line 14 feet to a point; thence westwardly in a line parallel with the north and south lines of said lot, 63 feet to a point; thence in a line parallel with the east and west lines of said lot, 14 feet to a point on the south line of said lot; thence in an easterly direction with the south line of said lot, 63 feet to the place of beginning.

Auditor's Parcel No. 053-52220-00

Parcel Seven:

Being Lot Number Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom a rectangular strip out of the northwest corner of said Lot No. 6, which is more particularly described as follows:

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Beginning at a point which is 63 feet west of the northeast corner of said Lot No. 6; thence West along the north boundary line of said lot approximately 86 feet to the northwest corner of said Lot No. 6; thence South along the west boundary line of said lot, 16 feet to a point; thence East, parallel with the north boundary line of said lot approximately 86 feet to a point which is 63 feet west of the east boundary line of said lot; thence North parallel with the east boundary line of said lot, 16 feet to the place of beginning. Also excepting therefrom a rectangular strip out of the southeast corner of said Lot No. 6 (being a part of the premises conveyed to Jack C. West and Marjorie B. West by Warranty Deed recorded in Volume 426, page 112 of the Deed Records of Fairfield County, Ohio), which is more particularly described as follows:

Beginning at the southeast corner of said Lot No. 6; thence northerly with the east lot line 6.36 feet to a point; thence westwardly in a line parallel with the north and south lines of said lot 38 feet to a point; thence in a line parallel with the east and west lines of said lot 6.36 feet to a point and on the south line of said lot; thence in an easterly direction with the south line of said lot 38 feet to the place of beginning.

Auditor's Parcel No. 053-52221-00

### Parcel Eight:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and being Lot Seven (7) in the Charles W. and Rena Good Addition to said City. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom that portion of said lot described as follows:

Being a part of Lots Numbers Seven (7) and Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio, described as follows:

Beginning at an iron pin, the northeast corner of Lot No. 7 in said Addition; thence South with the east lot line 27 feet to an iron pin; thence westwardly in a line parallel to the north and south lines of such Lot No. 7, 38 feet to an iron pin; thence North in a line parallel to the east line of such Lot No. 7, 33.36 feet (passing an iron pin at 27 feet on the lot line between Lots Nos. 7 and 6) to a point in Lot No. 6; thence East on a line parallel to the north line between Lots Nos. 6 and 7, 38 feet to a point on the east boundary line of Lot No. 6; thence South with the east boundary line of Lot No. 6, 6.36 feet to an iron pin, the place of beginning. Containing 1267.68 square feet, more or less.

Auditor's Parcel No. 053-52222-00

## DR | 636 TAN 3803

#### Parcel Nine:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and being Lot Eight (8) in the Charles W. and Rena Good Addition to said City. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom the following described parcel:

Being a part of Lot 8 of the Charles W. and Rena Good Addition to the City of Lancaster and bounded and described as follows:

Beginning at an iron pipe in the west line of a 14 foot alley at the northeast corner of said Lot No. 8; thence with the west line of said alley South 2 deg. 16' west 14.64 feet to an iron pipe; thence North 89 deg. 29' west 44.80 feet to an iron pipe; thence North 0 deg. 58' east 16.13 feet to an iron pipe in the north line of said lot No. 8; thence with the north line of said Lot No. 8 South 87 deg. 35' east 45.15 feet to the place of beginning.

Auditor's Parcel No. 053-52223-00

Parcel Ten:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and bounded and described as follows:

Being a part of Lot No. 8 of the Charles W. and Rena Good Addition to the City of Lancaster as platted in Plat Book 7, page 3 and described as follows:

Beginning at an iron pipe in the west line of a 14 foot alley at the northeast corner of said Lot No. 8; thence with the west line of said alley South 2 deg. 16' west 14.64 feet to an iron pipe; thence North 89 deg. 29' west 44.80 feet to an iron pipe; thence North 0 deg. 58' east 16.13 feet to an iron pipe in the north line of said Lot No. 8; thence with the north line of said Lot No. 8 South 87 deg. 35' east 45.15 feet to the place of beginning containing 691.90 square feet.

Auditor's Parcel No. 053-52223-10

Parcel Eleven:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Nine (9) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

# DR 1636 MAR 3804

Auditor's Parcel No. 053-52224-00

Parcel Twelve:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Ten (10) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel Nos. 053-52225-00 and 053-58222-50

Parcel Thirteen:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Eleven (11) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel Nos. 053-52226-10 and 053-58222-60

Parcel Fourteen:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Twelve (12) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3. Together with the northerly half of the vacated alley which is adjacent and parallel to the southern boundary of said Lot Number Twelve (12).

Auditor's Parcel Nos. 053-52227-10 and 053-58222-70

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### Tract Six:

Situated in the State of Ohio, County of Fairfield, City of Lancaster and being a part of Lot Number One (1) in the Charles W. and Rena Good Addition to the said City of Lancaster, (Plat Book 7, page 3) and bounded as follows:

Being all of that part of Lot Number One (1) lying north and west of a line extending from the center of a turn around circle to an iron pin at the northeast corner of said Lot.

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### Tract Seven:

Situated in the State of Ohio, Fairfield County, City of Lancaster and being Lot 4 in A. Bauman's Addition (Plat Book 1, page 13) and part of Outlot 13 in Banks Addition Beginning at a 5/8 inch rebar set at the northwest corner of said Lot 4; thence with the north line of Lot 4 North 81 deg. 54' 03" east a distance of 52.40 feet to a railroad spike set; thence with the south line of a 12 foot alley South 89 deg. 59' 32" east a distance of 178.67 feet to a 5/8 inch rebar set on the west line of Ewing Street; thence with the west line of said street South 00 deg. 48' 00" east a distance of 104.60 feet to a point; thence with a curve to the right having a central angle of 82 deg. 31' 32", a radius of 35.00 feet, an arc length of 50.41 feet and a chord bearing South 40 deg. 27' 46" west a distance of 46.17 feet to a railroad spike set; thence with the north line of Main Street South 81 deg. 43' 32" west a distance of 102.38 feet to a railroad spike set; thence continuing with the north line of Main Street South 76 deg. 12' 28" west a distance of 48.36 feet to a 5/8 inch rebar set at the southeast corner of Lot 4; thence continuing with the north line of Main Street South 81 deg. 43' 32" west a distance of 52.40 feet to a one inch iron pipe found; thence with the west line of Lot 4 North 00 deg. 39' 47" west a distance of 166.17 feet to the point of beginning, containing 35072 square feet or 0.805 acres.

Bearings are based on the west line of Ewing Street being North 00 deg. 48' 00" west. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made by Tobin-McFarland Surveying, Inc. in June 1992 and was prepared by Thomas E. Tobin, Registered Professional Surveyor No. 6363.

Excepting therefrom the following described premises:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5. Being 0.372 acres of the 0.805 acre tract (known as Tract Two) described in Deed Volume 603, page 349 and 0.007 acres of a vacated alley as recorded in Official Record 1481, page 3756, and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the southwest corner of the aforementioned 0.805 acre tract, on the north line of Main Street (U.S. Route 22) and at the southeast corner of Lot 3 in A. Bauman's Addition as recorded in Plat Book 1, page 13, said rebar also located North 81 deg. 41' 30" east a distance of 104.57 feet from a ¾ inch iron pipe found at the southwest corner of Lot 2 in A. Bauman's Addition; thence with the west line of the 0.805 acre tract and the east line of Lot 3, North 00 deg. 39' 47" west, passing a 5/8 inch rebar set at 159.22 feet, a total distance of 173.22 feet to a point in the center of the aforementioned vacated alley; thence with the center of the vacated alley North 81 deg. 51' 29" east a distance of 45.15 feet to a mag spike set; thence South 00 deg. 34' 29" east a distance of 7.05 feet to a railroad spike

## OR 1636 PAH3807

previously set at the southeast corner of the vacated alley; thence North 81 deg. 50' 37" east a distance of 7.22 feet to a mag spike set at a corner of the 0.805 acre tract; thence South 89 deg. 59' 32" east a distance of 47.56 feet to a mag spike set on the north line of the 0.805 acre tract; thence South 00 deg. 30' 17" east, passing a mag spike set at 144.47 feet, a total distance of 154.47 feet to a point on the north line of Main Street and at a corner of the 0.805 acre tract; thence with the north line of Main Street South 76 deg. 12' 28" west a distance of 48.36 feet to a 5/8 inch rebar set at a corner of the 0.805 acre tract; thence South 81 deg. 41' 30" west a distance of 52.40 feet to the point of beginning, containing 0.379 acres.

Bearings are based on an assumed meridian and are used to denote angles only. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. This description is based on a survey made in December of 2008, by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

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### Tract Eight:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being Lot Number One (1) in A. Bauman's Addition to the said City of Lancaster, Ohio as shown on the plat of said Addition found in Plat Book 1, page 13 in the Recorder's Office of said Fairfield County, Ohio. Said lot fronting 60 feet on East Main Street and has a depth of 165 feet along Harman Avenue.

# OR 1636 PARE3809

#### Tract Nine:

Situated in the City of Lancaster, in the County of Fairfield and the State of Ohio:

Being a part of Section Five (5), Township Fourteen (14), Range Eighteen (18) and further known as part of Out Lot Number Twelve (12) in the Lancaster Bank Addition to the City of Lancaster, Ohio. Reference is made to Survey 642 in Book Two of the County of Fairfield Surveyor's Record, bounded by beginning at the northeast corner of Lot Twelve (12); thence South 88 deg. 20' west 2.72 chains; thence South 1.84 chains; thence North 88 deg. 20' east 2.72 chains to the west line of what was formerly known as the Mill Road; now known as Ewing Street; thence North 1.84 chains to the place of beginning, containing one-half acre; Excepting Therefrom a tract Fifty (50) feet off of the north side of the premises heretofore conveyed by Henry Foreman, et al. to Herbert Snoke and Excepting a tract Thirty (30) feet off of the north side of the remainder of and immediately south of Herbert Snoke tract.

Auditor's Parcel No. 053-50096-00

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#### Tract Ten:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5. Being a part of Lots 2 thru 6 in the Lanreco Park Addition No. 3, recorded in Plat Book 5, page 17 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the southern right of way Line of Pleasantville Road and at the northeast corner of Lot 2 in said subdivision; thence with the east line of said Lot 2, South 15 deg. 16' 53" east a distance of 145.49 feet to a 5/8 inch rebar set; thence South 75 deg. 03' 36" west a distance of 141.66 feet to a 5/8 inch rebar set; thence North 14 deg. 56' 24" west a distance of 6.30 feet to a 5/8 inch rebar set; thence South 75 deg. 22' 05" west a distance of 58.24 feet to a 5/8 inch rebar set; thence North 15 deg. 02' 11" west a distance of 20.68 feet to a 5/8 inch rebar set; thence with a curve to the left having a radius of 40.00 feet, a central angle of 123 deg. 50' 11", an arc length of 86.45 feet and a chord bearing North 02 deg. 50' 18" west a distance of 70.58 feet to a 5/8 sinch rebar set; thence North 15 deg. 02' 11" west a distance of 26.66 feet to a 5/8 inch rebar set; thence with a curve to the right having a radius of 35.00 feet, a central angle of 39 deg. 22' 35", an arc length of 24.05 feet and a chord bearing North 04 deg. 39' 07" east a distance of 23.58 feet to a 5/8 inch rebar set on the north line of said Lot 5 and on said right of way line of Pleasantville Road; thence North 74 deg. 57' 49" east a distance of 176.41 feet to the point of beginning, containing 0.6029 acres (26,263 square feet).

Bearings are based on the south line of Pleasantville Road being North 74 deg. 57' 49" east by previous surveys. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in October of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58207-80

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Tract Eleven:

Parcel One:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5 and City of Lancaster. Being part of Lots 15, 16, 17 and 18 of the Charles W. and Rena Good Addition(Plat Book 7, page 3) as recorded in Deed Volume 575, page 905 and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the northeast corner of Lot 18; thence South 03 deg. 17' 33" west a distance of 188.07 feet to a one inch iron pipe found on the east line of Lot 15; thence North 86 deg. 42' 26" west a distance of 83.52 feet to a 5/8 inch rebar set; thence North 04 deg. 21' 53" east a distance of 188.10 feet to a 5/8 inch rebar set on the north line of Lot 18; thence South 86 deg. 42' 26" east a distance of 80.00 feet to the point of beginning, containing 0.353 acres or 15377 square feet. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in October of 1989 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58017-31

Parcel Two:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and being the front eighty (80) feet off the following described lots: Being Lots Number Nineteen (19) and Twenty (20) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see plat of addition recorded in Plat Book 7, page 3.

Auditor's Parcel No. 053-58223-10

Parcel Three:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and being the front eighty (80) feet off Lot Number Twenty-one (21) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see plat of addition recorded in Plat Book 7, page 3. Together with that portion of Mulberry Street which was vacated by the City of Lancaster in Ordinance No. 26-80 dated June 9, 1980.

Auditor's Parcel No. 053-58223-20

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#### Parcel Four:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being known as the south half of Lot Number Twenty-two (22) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. (75' x 160.04') For greater certainty of description, see plat of addition recorded in Plat Book 7, page 3 of the records of Fairfield County, Ohio. Together with that portion of Mulberry Street which was vacated by the City of Lancaster in Ordinance No. 43094, dated December 12, 1994. Excepting therefrom the following .0823 acre tract: Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, being part of Lot 22 in the Charles and Rena Good Addition to the City of Lancaster (Plat Book 7, page 3) as recorded in Deed Volume 621, page 819, and being more fully described as follows:

Beginning at a ¾ inch iron pipe found at the southwest corner of Lot 22; thence North 03 deg. 07' 47" east a distance of 74.79 feet to a 5/8 inch rebar set; thence with the north line of the property described in Deed Volume 621, page 819, South 89 deg. 13' 35" east a distance of 48.00 feet to a 5/8 inch rebar set; thence South 03 deg. 07' 48" west a distance of 74.79 feet to a 5/8 inch rebar set on the south line of Lot 22; thence North 89 deg. 13' 35" west a distance of 48.00 feet to the point of beginning, containing 0.0823 acres. Subject to a 5.0 foot wide utility right of way along the west line of Lot 22 as shown on the recorded plat. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in June of 1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58223-30

#### Parcel Five:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being the northern part of Lot Number Twenty-Two (22) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio (Plat Book 7, page 3) and being all of such lot located north of a line 75 feet north of the south line and parallel thereto. Accepting therefrom the following described property: Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster. Being part of Lot Twenty-two (22) in the Charles

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W. and Rena Good Addition to the said City of Lancaster, Ohio (Plat Book 7, page 3) as recorded in Deed Volume 554, page 804 and being more fully described as follows: Beginning at a 5/8 inch rebar set at the northwest corner of Lot 22; thence south 87 deg. 04' 51" east a distance of 39.06 feet to a 5/8 inch rebar set on the north line of Lot 22; thence South 03 deg. 06' 54" west a distance of 79.70 feet to a 5/8 inch rebar set on the south line of the property described in Deed Volume 554, page 804; thence North 89 deg. 13' 35" west a distance of 39.11 feet to a 5/8 inch rebar set on the west line of Lot 22; thence North 03 deg. 07' 47" east a distance of 81.16 feet to the point of beginning, containing 3142 square feet or 0.0721 acres. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in October, 1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-52234-00

#### Parcel Six:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and being a part of Lot Number Twenty-three (23) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio (Plat Book 7, page 3) and bounded as follows:

Being all of that part of Lot Number Twenty-three (23) lying north and east of a line extending from the center of the turn around circle to an iron pin at the northwest corner of said lot. Excepting thereform the following described real estate:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster. Being part of Lot 23 in the Charles and Rena Good Addition to the City of Lancaster (Plat Book 7, page 3) as recorded in Deed Volume 554, page 763, and being more fully described as follows:

Beginning at a ¾ inch iron pipe found at the northwest corner of Lot 23, thence South 89 deg. 11' 22" east a distance of 39.05 feet to a 5/8 inch iron rebar set on the north line of Lot 23; thence South 03 deg. 06' 54" west a distance of 33.52 feet to a 5/8 inch rebar set on the southwesterly line of the property described in Deed Volume 554, page 763; thence North 47 deg. 34' 15" west a distance of 50.43 feet to the point of beginning, containing 654 square feet or 0.0150 acres. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in

### UR 1636 PARE 3814

1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-52236-00

Parcel Seven:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being a part of Lot No. 23 in the Charles and Rena Good Addition to the City of Lancaster, Ohio (Plat Book 7, page 3) and bounded as follows:

Being all of that part of Lot No. 23 lying south and west of a line extending from the center of the turn around circle to an iron pin at the northwest corner of said lot; and further described as follows: Beginning at an iron pin in the northwest corner of said Lot No. 23; thence with westerly lot line southward 152.73 feet to an iron pin in the southwest corner of Lot No. 23; thence with lot line eastward 124.93 feet to an iron pin in the street line at the southeast corner of said Lot No. 23; thence with curve of street and lot line in a northerly direction to an iron pin 40.17 feet distant, thence northwesterly 177.87 feet to the place of beginning. Excepting therefrom the following described 0.1217 acre tract: Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster. Being part of Lot 23 in the Charles and Rena Good Addition to the City of Lancaster (Plat Book 7, page 3) as recorded in Deed Volume 572, page 295 and being more fully described as follows: Beginning at a 3/4 inch iron pipe found at the northwest corner of Lot 23; thence South 47 deg. 34' 15" east a distance of 50.43 feet to a 5/8 inch rebar set; thence South 03 deg. 06' 54" west a distance of 119.76 feet to a 5/8 inch rebar set on the south line of Lot 23; thence North 87 deg. 04' 51" west a distance of 39.06 feet to a 5/8 inch rebar set at the southwest corner of Lot 23; thence North 03 deg. 07' 47" east a distance of 151.85 feet to the point of beginning, containing 5302 square feet or 0.1217 acres. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in 1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58223-50

Parcel Eight:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5 and in the City of Lancaster: Beginning at a railroad spike set on the west line of

### OR 1636 PAGE 3815

Harmon Avenue, at the southeast corner of Mulberry Street as vacated in Ordinance 43-94 and at the northeast corner of Lot 21 in the Charles W. and Rena Good Addition as recorded in Plat Book 7, page 3; thence North 00 deg. 01' 30" east passing a one inch iron pipe found at the 50.06 feet and a 5/8 inch iron pipe found at 124.83 feet, a total distance of 145.35 feet to a railroad spike set at a corner of Lot 22 in said subdivision; thence with a curve to the right having a radius of 60.00 feet, an arch length of 325.50 feet, a central angle of 310 deg. 38' 19" and a chord bearing South 89 deg. 53' 21" east a distance of 50.11 feet to a 5/8 inch rebar previously set at a corner of Lot 2 in said subdivision; thence South 00 deg. 01' 30" west passing a mag nail previously set at 35.03 feet a total distance of 143.07 feet to a railroad spike set on the west line of Lot 3 in said subdivision; thence South 87 deg. 30' 23" west a distance of 50.16 feet to the point of beginning, containing 0.421 acres.

Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in August of 2007 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered professional Surveyor No. 6416.

The above described 0.421 acres is the portion of Harmon Avenue which was vacated by the City of Lancaster in Permanent Ordinance No. 44-07, passed by the Lancaster City Council on September 24, 2007.

Auditor's Parcel No. 053-58223-49

# OR 1636 FAUT 3816

#### Tract Twelve:

Situated in the City of Lancaster, in the County of Fairfield and State of Ohio and being all of the lot conveyed to Eugene Tobin and Bernadine Tobin of record in Deed Book 349, page 15 in the Office of the Recorder of Fairfield County, Ohio, said lots being a part of Outlot No. 21 in the Bank Addition to the City of Lancaster, Ohio, and being more fully described as follows:

Beginning at an iron pipe (set) on the easterly line of Ewing Street (52'R/W) said iron pipe bears north a distance of 279.79 feet from the northeast corner of East Main Street; thence North continuing with the easterly line of Ewing Street a distance of 47.00 feet; thence North 82 deg. 30' 44" east a distance of 179.73 feet to the westerly line of an alley, passing iron pipes set at 1.00 feet and at 178.73 feet; thence south with the westerly line of the alley a distance of 47.00 feet to a P.K. nail set in concrete parking area; thence south 82 deg. 30' 44" west a distance of 179.73 feet to the place of beginning, containing 8,375 square feet. Surveyed by Thomas E. Tobin, Registered Surveyor September, 1979.

Auditor's Parcel No. 053-58011-80

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### **EXHIBIT B**

Property Leased and Subleased by the County to the Corporation under the Agreement of Lease

### OR | 636 PARE 38 | 8

Tract Two

Tract Two, Parcel One:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5. Being all of Lot 12 and part of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Lanreco Park Addition No. 3 as recorded in Plat Book 5, page 17, also being all the property described in Volume 590, page 45, Volume 664, Page 215 and part of the property described in Volume 678, page 893, Volume 583, page 465, Volume 583, page 81, Volume 580, page 418, Volume 580, page 406, Volume 580, page 402, Volume 585, page 795 of the deed records in the Office of the Recorder of Fairfield County, and being more fully described as follows:

Beginning at an axle found at the southwest corner of Lot 12 in the Lanreco Park Addition No. 3 as recorded in Plat Book 5, page 17; thence North 05 deg. 45' 01" east a distance of 368.49 feet to a point on the west line of Lot 12; thence North 07 deg. 41' 08" east a distance of 176.94 feet to the northwest corner of said Lot 12; thence North 74 deg. 57' 49" east a distance of 124.00 feet to a 5/8 inch rebar set on the north line of Lot 10; thence South 08 deg. 13' 49" west a distance of 161.25 feet to a 5/8 inch rebar set on the west line of Lot 11; thence North 75 deg. 03' 36" east a distance of 203.13 feet to a 5/8 inch rebar set; thence North 14 deg. 56' 24" west a distance of 10.08 feet to a 5/8 inch rebar set; thence North 75 deg. 03' 36" east a distance of 58.31 feet to a 5/8 inch rebar set; thence North 15 deg. 02' 11" west a distance of 21.02 feet to a 5/8 inch rebar set; thence with a curve to the right having a radius of 40.00 feet, a central angle of 139 deg. 13' 53", an arc length of 97.20 feet and a chord bearing North 17 deg. 42' 07" west a distance of 74.99 feet to a 5/8 inch rebar set; thence North 15 deg. 02' 11" west a distance of 9.63 feet to a 5/8 inch rebar set; thence with a curve to the left having a radius of 35.00 feet, a central angle of 70 deg. 15' 16", an arc length of 42.92 feet and a chord bearing North 50 deg. 09' 49" west a distance of 40.28 feet to a 5/8 inch rebar set on the north line of Lot 7; thence North 74 deg. 57' 49" east a distance of 72.65 feet to a 5/8 inch rebar set on the north line of Lot 5; thence with a curve to the left having a radius of 35.00 feet, a central angle of 39 deg. 22' 35", an arc length of 24.05 feet and a chord bearing South 04 deg. 39' 07" west a distance of 23.58 feet to a 5/8 inch rebar set; thence South 15 deg. 02' 11" east a distance of 26.66 feet to a 5/8 inch rebar set; thence with a curve to the right having a radius of 40.00 feet, a central angle of 123 deg. 50' 11", an arc length of 86.45 feet and a chord bearing south 02 deg. 50° 18" east a distance of 70.58 feet to a 5/8 inch rebar set; thence South 15 deg. 02' 11" east a distance of 20.68 feet to a 5/8 inch rebar set; thence North 75 deg. 22' 05" east a distance of 58.24 feet to a 5/8 inch rebar set; thence South 14 deg. 56' 24" east a distance of 6.30 feet to a 5/8 inch rebar set; thence North 75 deg. 03' 36" east a distance of 141.66 feet to a 5/8 inch rebar set on the east line of Lot 2; thence South 15 deg. 16' 53" east a distance of 45.31 feet to a ¼ inch iron pipe found at the southeast corner of Lot 2; thence South 52 deg. 03' 12" west a distance of 156.88 feet to a 34 inch iron pipe found at the southeast corner of Lot 5; thence South 51 deg. 56' 32" west a distance of 208.36 feet to a 5/8 inch iron pipe found at the southeast corner of Lot 9; thence South 51 deg. 55' 32" west a

# OR 1636 PANES 819

distance of 161.01 feet to a point at the southeast corner of Lot 12; thence South 51 deg. 45' 02" west passing railroad spikes previously set at 50.86 and 174.00 feet, a distance of 282.50 feet to the point of beginning, containing 3.493 acres.

Bearings are based on the south line of Pleasantville Road being North 74 deg. 57' 49" east by previous surveys. For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in November of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Together with an easement for parking garage between Margaret E. King, unmarried and Carol Ann King, unmarried, to Fairfield Medical Center, dated December 5, 2003, filed for record December 8, 2003 and recorded in Official Record 1320, page 163, Recorder's Office, Fairfield County, Ohio, the description of which is as follows:

Situated in the State of Ohio, Fairfield County, City of Lancaster, Township 14, Range 18, Section 5. Being part of Lot 1 in Lanreco Park Addition No. 3 as recorded in Plat Book 5, page 17 and being more fully described as follows:

Beginning at a point at the southwest corner of Lot 1; thence with the west line of Lot 1, North 15 deg. 16' 53" west a distance of 45.31 feet to a point; thence North 75 deg. 03' 36" east a distance of 48.01 feet to a point on the east line of Lot 1; thence South 15 deg. 16' 53" east a distance of 24.97 feet to a point, said point being the southeast corner of Lot 1; thence South 52 deg. 03' 12" west a distance of 52.03 feet to the point of beginning.

Bearings are based on the south line of Pleasantville Road being North 74 deg. 57' 49" east by previous surveys. For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in November of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Tract Two - Parcel Two:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and described as follows:

Part of Section Number 5, Township Number 14, Range Number 18, and being part of Lot Number 11 of the Bank Addition to the City of Lancaster, Ohio, and bounded by beginning at

# OR 1636 ME3820

a stake 294 feet south of the northeast corner of Lot Number 11; thence South 88-1/2 deg. West 172 feet to a stake; thence South 51 feet to a post; thence North 88-1/2 deg. East 172 feet and 8 inches to a stake; thence North 50-1/2 feet to the place of beginning. Containing one-fifth (1/5) of an acre, more or less. Subject to conditions, restrictions, easements and utility rights of way of record.

Said Tract Two - Parcel Two is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described as Parcel 1 in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 578, page 644 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right-of-way), said point being South 00 deg. 00' 00" west a distance of 294.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 50.34 feet to a 5/8 inch rebar set at the west line of Ewing Street and north line of a 15 foot alley; thence with the north line of said 15 foot alley South 87 deg. 22' 25" west a distance of 178.28 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 50.98 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 178.09 feet to the point of beginning, containing 0.2070 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-50099-00

## OR 1636 MH3821

#### Tract Two- Parcel Three:

Known as being a part of the west half of Section No. 5, in Township No. 14, of Range No. 18 and located on the west side of North Ewing Street in the City of Lancaster and bounded by beginning at a stone on the west side of Ewing Street 245 feet south of the northeast corner of Out Lot No. 11 of the Lancaster Bank Subdivision of Section No. 5; thence South 88-1/2 deg. West 172-1/15 feet to the alley on west; thence South with the line of the alley 49 feet; thence North 88-1/2 deg east 173 feet to Ewing Street; thence North 49 feet to the place of beginning, containing 1/5 of an acre, more or less. Subject to conditions, restrictions, easements and utility rights of way of record.

Said Tract Two – Parcel Three is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described as Parcel 2 in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 578, page 644 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right-of-way), said point being South 00 deg. 00' 00" west a distance of 245.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 178.09 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 177.93 feet to the point of beginning, containing 0.2000 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-50100-00

### OR 1636 PARE 3822

#### Tract Two - Parcel Four

Being a part of the west half of Section No. 5, Township No. 14 and Range No. 18 and more particularly known as being on the west side of North Ewing Street, Lancaster, Ohio, and being a part of Out Lot No. 11 of Lancaster Bank's Subdivision of said Section 5 and further described as being the two lots on the south side of 3 lots bought by Jacob Ellinger of Herbert Snoke and described in Deed Book 131, page 455, and bounded as follows: Beginning at a stake or post South 196 feet from northeast corner of Out Lot No. 11; thence South 88-1/2 deg. West 170-2/15 feet to a post at the alley; thence South with the line of the alley 98 feet; thence North 88-1/2 deg. East 173 feet to Ewing Street; thence North 98 feet to the place of beginning, containing 2/5 of an acre; excepting therefrom the following premises, sold by Samuel J. Heston, et ux., to Miller, et al., said conveyance being of record in Volume 141, page 618 of Fairfield County, Ohio Deed Records; situate in the State of Ohio, County of Fairfield and City of Lancaster, and known as being a part of west half of Section 5, Township 14, Range 18 and located on the west side of North Ewing Street, in the City of Lancaster, Ohio and bounded by beginning at a stone on the west side of Ewing Street 245 feet south of the northeast corner of out Lot No. 11 of Lancaster, Ohio, Bank Subdivision of Section No. 5; thence South 88-1/2 deg. West 172-1/2 feet to the alley on the west; thence South along this alley 49 feet; thence North 88-1/2 deg. East 173 feet to Ewing Street; thence North 49 feet to the place of beginning, containing 1/5 of an acre, more or less. Subject to conditions, restrictions, easements and utility rights of way of record.

Said Tract Two – Parcel Four is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11.

Being the same property described as Parcel 3 in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 578, page 644 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch iron pipe found on the west line of Ewing Street (52 foot right-of-way), said point being South 00 deg. 00' 00" west a distance of 196.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 177.93 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 177.78 feet to the point of beginning, containing 0.1999 acres.

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Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-50101-00

Tract Two - Parcel Five:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows: More particularly known and distinguished by being a part of the west half of Section 5, Township 14, Range 18 and known as being a part of Lot No. 11 of Lancaster Banks Subdivision of said Section 5, bounded and described as follows:

Beginning at a post 98 feet south of the northeast corner of said Lot No. 11; thence South 88-1/2 deg. West 170-2/10 feet to a post; thence South 49 feet to a post; thence North 88-1/2 deg. East 170.8 feet to a post; thence North 49 feet to the place of beginning, containing 1/5 of an acre, more or less.

Said Tract Two – Parcel Five is described by new survey as follows:

Situated in the State of Oho, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described in a deed to the Lancaster-Fairfield Community Hospital as recorded in Volume 591, page 426 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right-of-way) said point being South 00 deg. 00' 00" west a distance of 98.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 177.62 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 177.46 feet to the point of beginning, containing 0.1995 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a

# UR 1636 MI 3824

yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-58480-00

Tract One:

Tract One - Parcel One

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster. Being part of the 10.378 acre tract described in a deed to the Board of Commissioners of Fairfield County and recorded in Volume 376, page 62 and being more fully described as follows:

Beginning at an axle found at the southwest corner of Lot 12 in the Lanreco Park Addition No. 3 as recorded in Plat Book 5, page 17 and on the northerly line of said 10.378 acres; thence North 51 deg. 45' 02" east, passing railroad spikes previously set at 108.50 feet and 231.64 feet, a distance of 282.50 feet to the southeast corner of Lot 12; thence North 51 deg. 55' 32" east a distance of 161.01 feet to a 5/8 iron pipe found at the southwest corner of Lot 8; thence North 51 deg. 56' 32" east a distance of 208.36 feet to a ¼ inch iron pipe found at the southwest corner of Lot 4; thence North 52 deg. 03' 12" east, passing a ¾ inch iron pipe found at the southwest corner of Lot 1 at 156.88 feet, a distance of 306.41 feet to a 5/8 inch rebar set at the southeast corner of Lot 59 in the Lanreco Park Addition No. 2 as recorded in Plat Book 5, page 4 and on the west line of Ewing Street (60 foot width); thence with the west line of Ewing Street along a curve to the right having a radius of 440.00 feet, an arc length of 99.33 feet, a central angle of 12 deg. 56' 02" and a chord bearing south 02 deg. 50' 57" west a distance of 99.12 feet to a 5/8 inch rebar set; thence South 09 deg. 34' 24" west a distance of 253.81 feet to a 5/8 inch rebar set on the west line of Ewing Street; thence South 07 deg. 07' 28" west a distance of 515.42 feet to a 5/8 inch rebar set on the west line of Ewing Street, the south line of said 10.378 acres and on the north line of a 0.2 acre tract described in a deed to the Board of Commissioners of Fairfield County and recorded in Volume 638, page 515; thence South 87 deg. 34' 25" west a distance of 165.84 feet to a mag nail set at the northwest corner of said 0.2 acre tract and the east line of a 12 foot vacated alley; thence South 87 deg. 21' 07" west, passing a mine spike previously set at 6.12 feet and passing the northeast corner of Lot 1 in the Charles and Rena Good Addition as recorded in Plat Book 7, page 3 at 12.25 feet, a distance of 187.80 feet to a 5/8 inch iron pipe found at the northwest corner of Lot 1 and northeast corner of Lot 23; thence South 87 deg. 34' 31" west a distance of 146.62 feet to a 5/8 inch rebar previously set on the north line of Lot 23 and the southeast corner of a 0.461 acre tract described in Deed Volume 638, page 523; thence North 67 deg. 13' 47" west passing a 5/8 inch rebar previously set at 285.83 feet, a distance of 299.83 feet to a point in Ewing Run and the northwest corner of said 0.461 acres; thence with the west line of the 10.378 acre tract recorded in Volume 376, page 62, North 15 deg. 59' 39" east a distance of 94.97 feet to a point in Ewing Run and a corner of said 10.378 acres; thence North 51 deg. 45' 02" east a distance of 136.05 feet to the point of beginning, containing 9.257 acres.

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Bearings are based on the south line of Pleasantville Road being North 74 deg. 57' 49" East by previous surveys and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in November of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-58025-00

Tract One Parcel Two:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being on the west side of Ewing Street in said City of Lancaster, Ohio and more fully described as being a part of the west half of Section Number Five (5), Township Number Fourteen (14), Range Number Eighteen (18) and more particularly known as being a part of Out-Lot Number Eleven (11) of the Lancaster Bank Subdivision of Section Number Five (5) and bounded by beginning at a stake or post 147 feet south of the northeast corner of said Lot No. 11; thence South 88-1/2 deg. West 170-2/5 feet to a post on the east side of an alley; thence South with the alley line 49 feet; thence North 88-1/2 deg east 172 feet to the east line of the lot; thence North 49 feet to the place of beginning, containing One-Fifth (1/5) of an acre, more or less. Known as 141 N. Ewing Street (front and rear), Lancaster, Ohio. Subject to conditions, restrictions, easements and rights of way of record.

Said Tract One – Parcel Two is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described in a deed to the County of Fairfield, State of Ohio as recorded in Volume 507, page 619 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right-of-way) said point being South 00 deg. 00' 00" west a distance of 147.00 feet from a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch iron pipe found at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 177.78 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said

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vacated alley; thence North 87 deg. 34' 25" east a distance of 177.62 feet to the point of beginning, containing 0.1997 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-58470-00

Tract One - Parcel Three:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows: Being a part of Lot No. 11 of the Lancaster Banks Subdivision of Section 5, Township 14, Range 18, described as follows:

Beginning 49 feet south of the northeast corner of Lot No. 11; thence South 88-1/2 deg. West 169.8 feet to a post; thence South 49 feet to a post; thence North 88-1/2 deg east 170.2 feet to a post; thence North 49 feet to the place of beginning, containing 1/5 of an acre, more or less. This is the north half of the Lot No. 11 on which house is situated. Being the same premises conveyed by Charles F. Miller, Administration of Benjamin F. Straits to Benjamin R. Nutter dated May 17, 1916 and recorded in Volume 133, page 21 of the Deed Records of Fairfield County, Ohio, to which reference is hereby made. Subject to conditions, restrictions, easements and rights of way of record.

Said Tract One – Parcel Three is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described as Tract 2 in a deed to the Board of Commissioners of Fairfield County as recorded in Volume 638 page 515 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the west line of Ewing Street (52 foot right of way), said point being South 00 deg. 00' 00" west a distance of 49.00 feet from a 5/8 inch rear set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642; thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set at the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 177.46 feet to a mag nail set in the center of said vacated alley; thence North 00

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deg. 11' 04" east a distance of 49.00 feet to a mag nail set in the center of said vacated alley; thence North 87 deg. 34' 25" east a distance of 177.30 feet to the point of beginning, containing 0.1933 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-58485-00

Tract One - Parcel Four

Situated in the City of Lancaster, County of Fairfield and State of Ohio and described as follows:

Beginning at the northeast corner of Out Lot Number Eleven (11); thence South 88-1/2 deg. West 170.5 feet; thence South 49 feet; thence North 88-1/2 deg. East 170.8 feet; thence North 49 feet to the place of beginning containing one-fifth (1/5) of an acre of land, more or less, and being further known as a part of Out Lot Number Eleven (11) Bank's Subdivision of Section No. 5, Township No. 14, Range No. 18, Fairfield County, Ohio. Subject to conditions, restrictions, easements and utility rights of way of record.

Said Tract One – Parcel Four is described by new survey as follows:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, Bank Addition, Outlot 11. Being the same property described as Tract 1 in a deed to the Board of Commissioners of Fairfield County as recorded in Volume 638, page 515 and part of a 12 foot alley vacated by Ordinance 29-96 and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the northeast corner of Outlot 11 in the Bank Addition as recorded in Plat Book 1, page 8 and also filed in Survey Book 2, page 642, and on the west line of Ewing Street (52 foot right-of-way); thence South 00 deg. 00' 00" west a distance of 49.00 feet to a 5/8 inch rebar set on the west line of Ewing Street; thence South 87 deg. 34' 25" west a distance of 177.30 feet to a mag nail set in the center of said vacated alley; thence North 00 deg. 11' 04" east a distance of 49.00 feet to a mine spike previously set in the center of said alley; thence North 87 deg. 21' 07" east a distance of 6.12 feet to a mag nail set in the

## OR 1636 PAGE 3829

east line of said alley; thence North 87 deg. 34' 25" east a distance of 171.02 feet to the point of beginning, containing 0.1992 acres.

Bearings are based on the west line of Ewing Street being South 00 deg. 00' 00" west, assumed, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Parcel No. 053-58475-00

### GR 1636 HAI 3830

#### Tract Three:

Situated in the County of Fairfield, State of Ohio and the City of Lancaster and bounded and described as follows:

Being Unit C in Ewing Medical Building Condominium as the same is more fully described in the Declarations and Drawings recorded in Volume 540, page 102 of the Deed Records of Fairfield County, Ohio.

## OR 1636 FAST 3831

#### Tract Four:

Situated in the County of Fairfield, State of Ohio, in the Township of Hocking, now the City of Lancaster and bounded and described as follows:

Being a part of Reserve "C" of the plat of the dedication of Trace Drive and various easements in Hunter Trace, Lancaster, Ohio, as recorded in Plat Book 10, page 112 in the Office of the Recorder of Fairfield County, Ohio and being bounded and more fully described as follows:

Beginning at a found iron pin in the northeast corner of said Reserve "C" and the northeast corner of the herein described parcel; thence South 01 deg. 29' 45" east along the easterly line of Reserve "C" a distance of 235.02 feet to a set iron pin; thence South 88 deg. 30' 18" west a distance of 123.53 feet to a set iron pin; thence North 55 deg. 43' 20" west a distance of 57.39 feet to set iron pin in the easterly line of Trace Drive; thence along a curve to the left having a radius of 530.00 feet and a chord which bears North 23 deg. 44' 55" east along the easterly line of Trace Drive a distance of 238.20 feet to a point in the southerly line of Canterbury Court and the northerly line of Reserve "C"; thence South 81 deg. 15' 32" west a distance of 78.79 feet to the place of beginning and containing 0.693 acres more or less.

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Tract Five:

Parcel One:

Situated in the City of Lancaster, County of Fairfield, and State of Ohio and being all of Lot 3 and part of Lot 2 in the Charles W. and Rena Good Addition as recorded in Plat Book 7, page 3 and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the southwest corner of Lot 3; thence North 00 deg. 01' 30" east a distance of 130.32 feet to a "mag nail" set on the west line of Lot 2; thence with the south edge of a portico roof, South 89 deg. 43' 39" east a distance of 49.08 feet to the face of a brick building; thence with the face of the building on the second floor South 00 deg. 02' 03" east a distance of 76.98 feet to the building corner. Thence with the face of the building on the second floor, South 89 deg. 58' 57" east a distance of 100.45 feet to a mine spike set on the east line of Lot 2; thence South 00 deg. 10' 04" west a distance 53.25 feet to a ¾ inch iron pipe found at the southeast corner of Lot 3; thence North 89 deg. 55' 52" west a distance of 149.48 feet to the point of beginning, containing 11738 square feet.

Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in June of 1997 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-52215-00

Parcel Two:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Four (4) of the Charles W. and Rena Good Addition to said City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel No. 053-52216-00

Parcel Three:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

### OR 1636 AM 3833

Being Lot Number Five (5) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom a rectangular strip out of the southeast corner of said lot, which strip is described as follows:

Beginning at the southeast corner of said Lot No. 5; thence northwardly with the east lot line 14 feet to a point; thence westwardly in a line parallel with the north and south lines of said lot, 45 feet to a point; thence on a line parallel with the east and west lines of said lot to a point on the south line of said lot; thence in an easterly direction with the south line of said lot to the place of beginning. Also excepting the following: Beginning at a point which is 14 feet north, and 45 feet west of the southeast corner of said Lot No. 5; thence westwardly 18 feet to a point; thence in a southerly direction in a line parallel to the east and west lines of Lot No. 5, 15 feet to the south boundary lot line; thence in an easterly direction 18 feet to a point; thence in a northerly direction 14 feet to the place of beginning.

Auditor's Parcel No. 053-52217-00

Parcel Four:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being a part of Lot Number Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio as platted in Plat Book 7, page 3, which is more particularly described as follows:

Beginning at a point which is 63 feet west of the northeast corner of said Lot No.6; thence West along the north boundary line of said lot to the northwest corner of said Lot No. 6; thence South along the west boundary line of said lot, 16 feet to a point; thence East, parallel with the north boundary line of said lot, to a point which is 63 feet west of the east boundary line of said lot; thence North parallel to the east boundary line of said lot, to the place of beginning.

Auditor's Parcel No. 053-52218-00

Parcel Five:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and bounded and described as follows:

Being a part of Lots Numbered Seven (7) and Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio, as platted in Plat Book 7, page 3, described as follows:

Beginning at an iron pin, in the northeast corner of Lot No. 7 in said Addition; thence South with the east lot line 27 feet to an iron pin; thence westwardly in a line parallel to the north and south lines of such Lot No. 7, 38 feet to an iron pin; thence North in a line parallel to the east line of such Lot No. 7, 33.36 feet (passing an iron pin at 27 feet on the lot line between Lots Nos. 7 and 6) to a point in Lot No. 6; thence East on a line parallel to the north line between Lots Nos. 6 and 7, 38 feet to a point on the east boundary line of Lot No. 6; thence South with the east boundary line of Lot No. 6, 6.36 feet to an iron pin, the place of beginning. Containing 1267.68 square feet, more or less.

Auditor's Parcel No. 053-52219-00

Parcel Six:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and bounded and described as follows:

Being a part of Lot Number Five (5) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio, as platted in Plat Book 7, page 3, which is more fully described as follows:

Being a rectangular strip out of the southeast corner of said lot described as follows:

Beginning at the southeast corner of said Lot No. 5; thence northwardly with the east lot line 14 feet to a point; thence westwardly in a line parallel with the north and south lines of said lot, 63 feet to a point; thence in a line parallel with the east and west lines of said lot, 14 feet to a point on the south line of said lot; thence in an easterly direction with the south line of said lot, 63 feet to the place of beginning.

Auditor's Parcel No. 053-52220-00

Parcel Seven:

Being Lot Number Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom a rectangular strip out of the northwest corner of said Lot No. 6, which is more particularly described as follows:

Beginning at a point which is 63 feet west of the northeast corner of said Lot No. 6; thence West along the north boundary line of said lot approximately 86 feet to the northwest corner of said Lot No. 6; thence South along the west boundary line of said lot, 16 feet to a point; thence East, parallel with the north boundary line of said lot approximately 86 feet to a point which is 63 feet west of the east boundary line of said lot; thence North parallel with the east boundary line of said lot, 16 feet to the place of beginning. Also excepting therefrom a rectangular strip out of the southeast corner of said Lot No. 6 (being a part of the premises conveyed to Jack C. West and Marjorie B. West by Warranty Deed recorded in Volume 426, page 112 of the Deed Records of Fairfield County, Ohio), which is more particularly described as follows:

Beginning at the southeast corner of said Lot No. 6; thence northerly with the east lot line 6.36 feet to a point; thence westwardly in a line parallel with the north and south lines of said lot 38 feet to a point; thence in a line parallel with the east and west lines of said lot 6.36 feet to a point and on the south line of said lot; thence in an easterly direction with the south line of said lot 38 feet to the place of beginning.

Auditor's Parcel No. 053-52221-00

Parcel Eight:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and being Lot Seven (7) in the Charles W. and Rena Good Addition to said City. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom that portion of said lot described as follows:

Being a part of Lots Numbers Seven (7) and Six (6) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio, described as follows:

Beginning at an iron pin, the northeast corner of Lot No. 7 in said Addition; thence South with the east lot line 27 feet to an iron pin; thence westwardly in a line parallel to the north and south lines of such Lot No. 7, 38 feet to an iron pin; thence North in a line parallel to the east line of such Lot No. 7, 33.36 feet (passing an iron pin at 27 feet on the lot line between Lots Nos. 7 and 6) to a point in Lot No. 6; thence East on a line parallel to the north line between Lots Nos. 6 and 7, 38 feet to a point on the east boundary line of Lot No. 6; thence South with the east boundary line of Lot No. 6, 6.36 feet to an iron pin, the place of beginning. Containing 1267.68 square feet, more or less.

Auditor's Parcel No. 053-52222-00

Parcel Nine:

# OR 1636 HAT 3836

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and being Lot Eight (8) in the Charles W. and Rena Good Addition to said City. For greater certainty of description, see Plat Book 7, page 3. Excepting therefrom the following described parcel:

Being a part of Lot 8 of the Charles W. and Rena Good Addition to the City of Lancaster and bounded and described as follows:

Beginning at an iron pipe in the west line of a 14 foot alley at the northeast corner of said Lot No. 8; thence with the west line of said alley South 2 deg. 16' west 14.64 feet to an iron pipe; thence North 89 deg. 29' west 44.80 feet to an iron pipe; thence North 0 deg. 58' east 16.13 feet to an iron pipe in the north line of said lot No. 8; thence with the north line of said Lot No. 8 South 87 deg. 35' east 45.15 feet to the place of beginning.

Auditor's Parcel No. 053-52223-00

Parcel Ten:

Situated in the County of Fairfield, in the State of Ohio, and in the City of Lancaster and bounded and described as follows:

Being a part of Lot No. 8 of the Charles W. and Rena Good Addition to the City of Lancaster as platted in Plat Book 7, page 3 and described as follows:

Beginning at an iron pipe in the west line of a 14 foot alley at the northeast corner of said Lot No. 8; thence with the west line of said alley South 2 deg. 16' west 14.64 feet to an iron pipe; thence North 89 deg. 29' west 44.80 feet to an iron pipe; thence North 0 deg. 58' east 16.13 feet to an iron pipe in the north line of said Lot No. 8; thence with the north line of said Lot No. 8 South 87 deg. 35' east 45.15 feet to the place of beginning containing 691.90 square feet.

Auditor's Parcel No. 053-52223-10

Parcel Eleven:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Nine (9) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel No. 053-52224-00

#### Parcel Twelve:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Ten (10) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel Nos. 053-52225-00 and 053-58222-50

#### Parcel Thirteen:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Eleven (11) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3.

Auditor's Parcel Nos. 053-52226-10 and 053-58222-60

#### Parcel Fourteen:

Situated in the County of Fairfield, in the State of Ohio and in the City of Lancaster and bounded and described as follows:

Being Lot Number Twelve (12) in the Charles W. and Rena Good Addition to the City of Lancaster, Ohio. For greater certainty of description, see Plat Book 7, page 3. Together with the northerly half of the vacated alley which is adjacent and parallel to the southern boundary of said Lot Number Twelve (12).

Auditor's Parcel Nos. 053-52227-10 and 053-58222-70

# OR 1636 FASE 3838

#### Tract Six:

Situated in the State of Ohio, County of Fairfield, City of Lancaster and being a part of Lot Number One (1) in the Charles W. and Rena Good Addition to the said City of Lancaster, (Plat Book 7, page 3) and bounded as follows:

Being all of that part of Lot Number One (1) lying north and west of a line extending from the center of a turn around circle to an iron pin at the northeast corner of said Lot.

#### Tract Seven:

Situated in the State of Ohio, Fairfield County, City of Lancaster and being Lot 4 in A. Bauman's Addition (Plat Book 1, page 13) and part of Outlot 13 in Banks Addition Beginning at a 5/8 inch rebar set at the northwest corner of said Lot 4; thence with the north line of Lot 4 North 81 deg. 54' 03" east a distance of 52.40 feet to a railroad spike set; thence with the south line of a 12 foot alley South 89 deg. 59' 32" east a distance of 178.67 feet to a 5/8 inch rebar set on the west line of Ewing Street; thence with the west line of said street South 00 deg. 48' 00" east a distance of 104.60 feet to a point; thence with a curve to the right having a central angle of 82 deg. 31' 32", a radius of 35.00 feet, an arc length of 50.41 feet and a chord bearing South 40 deg. 27' 46" west a distance of 46.17 feet to a railroad spike set; thence with the north line of Main Street South 81 deg. 43' 32" west a distance of 102.38 feet to a railroad spike set; thence continuing with the north line of Main Street South 76 deg. 12' 28" west a distance of 48.36 feet to a 5/8 inch rebar set at the southeast corner of Lot 4; thence continuing with the north line of Main Street South 81 deg. 43' 32" west a distance of 52.40 feet to a one inch iron pipe found; thence with the west line of Lot 4 North 00 deg. 39' 47" west a distance of 166.17 feet to the point of beginning, containing 35072 square feet or 0.805 acres.

Bearings are based on the west line of Ewing Street being North 00 deg. 48' 00" west. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made by Tobin-McFarland Surveying, Inc. in June 1992 and was prepared by Thomas E. Tobin, Registered Professional Surveyor No. 6363.

Excepting therefrom the following described premises:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5. Being 0.372 acres of the 0.805 acre tract (known as Tract Two) described in Deed Volume 603, page 349 and 0.007 acres of a vacated alley as recorded in Official Record 1481, page 3756, and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the southwest corner of the aforementioned 0.805 acre tract, on the north line of Main Street (U.S. Route 22) and at the southeast corner of Lot 3 in A. Bauman's Addition as recorded in Plat Book 1, page 13, said rebar also located North 81 deg. 41' 30" east a distance of 104.57 feet from a ¾ inch iron pipe found at the southwest corner of Lot 2 in A. Bauman's Addition; thence with the west line of the 0.805 acre tract and the east line of Lot 3, North 00 deg. 39' 47" west, passing a 5/8 inch rebar set at 159.22 feet, a total distance of 173.22 feet to a point in the center of the aforementioned vacated alley; thence with the center of the vacated alley North 81 deg. 51' 29" east a distance of 45.15 feet to a mag spike set; thence South 00 deg. 34' 29" east a distance of 7.05 feet to a railroad spike previously set at the southeast corner of the vacated alley; thence North 81 deg. 50' 37" east a

### OR 1636 PART 3840

distance of 7.22 feet to a mag spike set at a corner of the 0.805 acre tract; thence South 89 deg. 59' 32" east a distance of 47.56 feet to a mag spike set on the north line of the 0.805 acre tract; thence South 00 deg. 30' 17" east, passing a mag spike set at 144.47 feet, a total distance of 154.47 feet to a point on the north line of Main Street and at a corner of the 0.805 acre tract; thence with the north line of Main Street South 76 deg. 12' 28" west a distance of 48.36 feet to a 5/8 inch rebar set at a corner of the 0.805 acre tract; thence South 81 deg. 41' 30" west a distance of 52.40 feet to the point of beginning, containing 0.379 acres.

Bearings are based on an assumed meridian and are used to denote angles only. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. This description is based on a survey made in December of 2008, by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

### OR 1636 MM 3841

#### Tract Eight:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being Lot Number One (1) in A. Bauman's Addition to the said City of Lancaster, Ohio as shown on the plat of said Addition found in Plat Book 1, page 13 in the Recorder's Office of said Fairfield County, Ohio. Said lot fronting 60 feet on East Main Street and has a depth of 165 feet along Harman Avenue.

### OR 1636 PART 3842

Tract Nine:

Situated in the City of Lancaster, in the County of Fairfield and the State of Ohio:

Being a part of Section Five (5), Township Fourteen (14), Range Eighteen (18) and further known as part of Out Lot Number Twelve (12) in the Lancaster Bank Addition to the City of Lancaster, Ohio. Reference is made to Survey 642 in Book Two of the County of Fairfield Surveyor's Record, bounded by beginning at the northeast corner of Lot Twelve (12); thence South 88 deg. 20' west 2.72 chains; thence South 1.84 chains; thence North 88 deg. 20' east 2.72 chains to the west line of what was formerly known as the Mill Road; now known as Ewing Street; thence North 1.84 chains to the place of beginning, containing one-half acre; Excepting Therefrom a tract Fifty (50) feet off of the north side of the premises heretofore conveyed by Henry Foreman, et al. to Herbert Snoke and Excepting a tract Thirty (30) feet off of the north side of the remainder of and immediately south of Herbert Snoke tract.

Auditor's Parcel No. 053-50096-00

#### Tract Ten:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5. Being a part of Lots 2 thru 6 in the Lanreco Park Addition No. 3, recorded in Plat Book 5, page 17 and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the southern right of way Line of Pleasantville Road and at the northeast corner of Lot 2 in said subdivision; thence with the east line of said Lot 2, South 15 deg. 16' 53" east a distance of 145.49 feet to a 5/8 inch rebar set; thence South 75 deg. 03' 36" west a distance of 141.66 feet to a 5/8 inch rebar set; thence North 14 deg. 56' 24" west a distance of 6.30 feet to a 5/8 inch rebar set; thence South 75 deg. 22' 05" west a distance of 58.24 feet to a 5/8 inch rebar set; thence North 15 deg. 02' 11" west a distance of 20.68 feet to a 5/8 inch rebar set; thence with a curve to the left having a radius of 40.00 feet, a central angle of 123 deg. 50' 11", an arc length of 86.45 feet and a chord bearing North 02 deg. 50' 18" west a distance of 70.58 feet to a 5/8 8inch rebar set; thence North 15 deg. 02' 11" west a distance of 26.66 feet to a 5/8inch rebar set; thence with a curve to the right having a radius of 35.00 feet, a central angle of 39 deg. 22' 35", an arc length of 24.05 feet and a chord bearing North 04 deg. 39' 07" east a distance of 23.58 feet to a 5/8 inch rebar set on the north line of said Lot 5 and on said right of way line of Pleasantville Road; thence North 74 deg. 57' 49" east a distance of 176.41 feet to the point of beginning, containing 0.6029 acres (26,263 square feet).

Bearings are based on the south line of Pleasantville Road being North 74 deg. 57' 49" east by previous surveys. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in October of 2003 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58207-80

### OR 1636 PAGE 3844

Tract Eleven:

Parcel One:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5 and City of Lancaster. Being part of Lots 15, 16, 17 and 18 of the Charles W. and Rena Good Addition(Plat Book 7, page 3) as recorded in Deed Volume 575, page 905 and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the northeast corner of Lot 18; thence South 03 deg. 17' 33" west a distance of 188.07 feet to a one inch iron pipe found on the east line of Lot 15; thence North 86 deg. 42' 26" west a distance of 83.52 feet to a 5/8 inch rebar set; thence North 04 deg. 21' 53" east a distance of 188.10 feet to a 5/8 inch rebar set on the north line of Lot 18; thence South 86 deg. 42' 26" east a distance of 80.00 feet to the point of beginning, containing 0.353 acres or 15377 square feet. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

Description is based on a survey made in October of 1989 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58017-31

Parcel Two:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and being the front eighty (80) feet off the following described lots: Being Lots Number Nineteen (19) and Twenty (20) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see plat of addition recorded in Plat Book 7, page 3.

Auditor's Parcel No. 053-58223-10

Parcel Three:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and being the front eighty (80) feet off Lot Number Twenty-one (21) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. For greater certainty of description, see plat of addition recorded in Plat Book 7, page 3. Together with that portion of Mulberry Street which was vacated by the City of Lancaster in Ordinance No. 26-80 dated June 9, 1980.

Auditor's Parcel No. 053-58223-20

#### Parcel Four:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being known as the south half of Lot Number Twenty-two (22) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio. (75' x 160.04') For greater certainty of description, see plat of addition recorded in Plat Book 7, page 3 of the records of Fairfield County, Ohio. Together with that portion of Mulberry Street which was vacated by the City of Lancaster in Ordinance No. 43094, dated December 12, 1994. Excepting therefrom the following .0823 acre tract: Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster, being part of Lot 22 in the Charles and Rena Good Addition to the City of Lancaster (Plat Book 7, page 3) as recorded in Deed Volume 621, page 819, and being more fully described as follows:

Beginning at a ¾ inch iron pipe found at the southwest corner of Lot 22; thence North 03 deg. 07' 47" east a distance of 74.79 feet to a 5/8 inch rebar set; thence with the north line of the property described in Deed Volume 621, page 819, South 89 deg. 13' 35" east a distance of 48.00 feet to a 5/8 inch rebar set; thence South 03 deg. 07' 48" west a distance of 74.79 feet to a 5/8 inch rebar set on the south line of Lot 22; thence North 89 deg. 13' 35" west a distance of 48.00 feet to the point of beginning, containing 0.0823 acres. Subject to a 5.0 foot wide utility right of way along the west line of Lot 22 as shown on the recorded plat. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in June of 1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58223-30

#### Parcel Five:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being the northern part of Lot Number Twenty-Two (22) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio (Plat Book 7, page 3) and being all of such lot located north of a line 75 feet north of the south line and parallel thereto. Accepting therefrom the following described property: Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster. Being part of Lot Twenty-two (22) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio (Plat Book 7, page 3) as

### DR 1636 TAME 3846

recorded in Deed Volume 554, page 804 and being more fully described as follows: Beginning at a 5/8 inch rebar set at the northwest corner of Lot 22; thence south 87 deg. 04' 51" east a distance of 39.06 feet to a 5/8 inch rebar set on the north line of Lot 22; thence South 03 deg. 06' 54" west a distance of 79.70 feet to a 5/8 inch rebar set on the south line of the property described in Deed Volume 554, page 804; thence North 89 deg. 13' 35" west a distance of 39.11 feet to a 5/8 inch rebar set on the west line of Lot 22; thence North 03 deg. 07' 47" east a distance of 81.16 feet to the point of beginning, containing 3142 square feet or 0.0721 acres. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in October, 1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-52234-00

#### Parcel Six:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and being a part of Lot Number Twenty-three (23) in the Charles W. and Rena Good Addition to the said City of Lancaster, Ohio (Plat Book 7, page 3) and bounded as follows:

Being all of that part of Lot Number Twenty-three (23) lying north and east of a line extending from the center of the turn around circle to an iron pin at the northwest corner of said lot. Excepting thereform the following described real estate:

Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster. Being part of Lot 23 in the Charles and Rena Good Addition to the City of Lancaster (Plat Book 7, page 3) as recorded in Deed Volume 554, page 763, and being more fully described as follows:

Beginning at a ¾ inch iron pipe found at the northwest corner of Lot 23, thence South 89 deg. 11' 22" east a distance of 39.05 feet to a 5/8 inch iron rebar set on the north line of Lot 23; thence South 03 deg. 06' 54" west a distance of 33.52 feet to a 5/8 inch rebar set on the southwesterly line of the property described in Deed Volume 554, page 763; thence North 47 deg. 34' 15" west a distance of 50.43 feet to the point of beginning, containing 654 square feet or 0.0150 acres. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in 1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-52236-00

Parcel Seven:

Situated in the City of Lancaster, County of Fairfield and State of Ohio and bounded and described as follows:

Being a part of Lot No. 23 in the Charles and Rena Good Addition to the City of Lancaster, Ohio (Plat Book 7, page 3) and bounded as follows:

Being all of that part of Lot No. 23 lying south and west of a line extending from the center of the turn around circle to an iron pin at the northwest corner of said lot; and further described as follows: Beginning at an iron pin in the northwest corner of said Lot No. 23; thence with westerly lot line southward 152.73 feet to an iron pin in the southwest corner of Lot No. 23; thence with lot line eastward 124.93 feet to an iron pin in the street line at the southeast corner of said Lot No. 23; thence with curve of street and lot line in a northerly direction to an iron pin 40.17 feet distant, thence northwesterly 177.87 feet to the place of beginning. Excepting therefrom the following described 0.1217 acre tract: Situated in the State of Ohio, Fairfield County, Township 14, Range 18, Section 5, City of Lancaster. Being part of Lot 23 in the Charles and Rena Good Addition to the City of Lancaster (Plat Book 7, page 3) as recorded in Deed Volume 572, page 295 and being more fully described as follows: Beginning at a 3/4 inch iron pipe found at the northwest corner of Lot 23; thence South 47 deg. 34' 15" east a distance of 50.43 feet to a 5/8 inch rebar set; thence South 03 deg. 06' 54" west a distance of 119.76 feet to a 5/8 inch rebar set on the south line of Lot 23; thence North 87 deg. 04' 51" west a distance of 39.06 feet to a 5/8 inch rebar set at the southwest corner of Lot 23; thence North 03 deg. 07' 47" east a distance of 151.85 feet to the point of beginning, containing 5302 square feet or 0.1217 acres. Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in 1994 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Auditor's Parcel No. 053-58223-50

Parcel Eight:

Situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 14, Range 18, Section 5 and in the City of Lancaster: Beginning at a railroad spike set on the west line of Harmon Avenue, at the southeast corner of Mulberry Street as vacated in Ordinance 43-94 and at the northeast corner of Lot 21 in the Charles W. and Rena Good Addition as recorded in

### OR 1636 PAGE 3848

Plat Book 7, page 3; thence North 00 deg. 01' 30" east passing a one inch iron pipe found at the 50.06 feet and a 5/8 inch iron pipe found at 124.83 feet, a total distance of 145.35 feet to a railroad spike set at a corner of Lot 22 in said subdivision; thence with a curve to the right having a radius of 60.00 feet, an arch length of 325.50 feet, a central angle of 310 deg. 38' 19" and a chord bearing South 89 deg. 53' 21" east a distance of 50.11 feet to a 5/8 inch rebar previously set at a corner of Lot 2 in said subdivision; thence South 00 deg. 01' 30" west passing a mag nail previously set at 35.03 feet a total distance of 143.07 feet to a railroad spike set on the west line of Lot 3 in said subdivision; thence South 87 deg. 30' 23" west a distance of 50.16 feet to the point of beginning, containing 0.421 acres.

Bearings are based on an assumed meridian and are used for denoting angles only. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description. Description is based on a survey made in August of 2007 by Tobin-McFarland Surveying, Inc. and was prepared by Rodney McFarland, Registered professional Surveyor No. 6416.

The above described 0.421 acres is the portion of Harmon Avenue which was vacated by the City of Lancaster in Permanent Ordinance No. 44-07, passed by the Lancaster City Council on September 24, 2007.

Auditor's Parcel No. 053-58223-49

#### Tract Twelve:

Situated in the City of Lancaster, in the County of Fairfield and State of Ohio and being all of the lot conveyed to Eugene Tobin and Bernadine Tobin of record in Deed Book 349, page 15 in the Office of the Recorder of Fairfield County, Ohio, said lots being a part of Outlot No. 21 in the Bank Addition to the City of Lancaster, Ohio, and being more fully described as follows:

Beginning at an iron pipe (set) on the easterly line of Ewing Street (52'R/W) said iron pipe bears north a distance of 279.79 feet from the northeast corner of East Main Street; thence North continuing with the easterly line of Ewing Street a distance of 47.00 feet; thence North 82 deg. 30' 44" east a distance of 179.73 feet to the westerly line of an alley, passing iron pipes set at 1.00 feet and at 178.73 feet; thence south with the westerly line of the alley a distance of 47.00 feet to a P.K. nail set in concrete parking area; thence south 82 deg. 30' 44" west a distance of 179.73 feet to the place of beginning, containing 8,375 square feet. Surveyed by Thomas E. Tobin, Registered Surveyor September, 1979.

Auditor's Parcel No. 053-58011-80

#### Prosecutor's Approval Page

#### Resolution No.

A Resolution Authorizing the Execution and Delivery of a First Amendment to Base Lease Dated as June 1, 2023, and a First Amendment to Lease Dated as June 1, 2023, Both Between the County of Fairfield Ohio and Fairfield Medical Center, in Connection with the Release of Certain Property from Such Base Lease and Lease; and Authorizing other Documents in Connection Therewith

(Fairfield County Commissioners)

Approved as to form on 4/24/2025 5:36:05 PM by Amy Brown-Thompson,

Amy Brown-Thompson Prosecutor's Office

Any Brown Thompson

Fairfield County, Ohio

Resolution No. 2025-04.29.a

A Resolution Authorizing the Execution and Delivery of a First Amendment to Base Lease Dated as June 1, 2013, and a First Amendment to Lease Dated as June 1, 2013, Both Between the County of Fairfield Ohio and Fairfield Medical Center, in Connection with the Release of Certain Property from Such Base Lease and Lease; and Authorizing other Documents in Connection Therewith

(Fairfield County Commissioners)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

### A resolution authorizing a fund to fund transfer. Auditor – Fund 1080

**WHEREAS,** after unclaimed monies are held within the Trust 1080 for 5 Years, the remaining unclaimed monies should be transferred to the General Fund; and

**WHEREAS,** unclaimed money for the year 2019 totaling \$23,042.87 have been held in Trust for the required amount of time and should now be, transferred to the General Fund, (Claimants may still appeal to the Commissioners in the future),

### NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

**Section 1.** That the transfer of funds in the amount of \$23,042.87 is hereby authorized as follows:

From: 24108000 700000 Transfers Out To: 00100110 439100 Transfers In

Prepared by: Lori Hampshire

FAIRFIELD COUNTY CLERK OF COURTS
Post Office Box 370 • Lancaster, Ohio 43130
(740) 652-7360 • Fax (740) 687-0158

THE FOLLOWING IS A LIST OF OUTSTANDING CHECKS WRITTEN ON THE FAIRFIELD NATIONAL BANK ACCOUNT THAT HAVE BEEN ISSUED TO THE FOLLOWING AND REMAINS OUTSTANDING AND UNCASHED TO THE FAIRFIELD COUNTY CLERK OF COURTS OFFICE, LANCASTER, OHIO FOR ONE YEAR PROCEEDING THE FIRST MONDAY OF JANUARY 2017. PLEASE CONTACT BRITNEY AT (740) 652-7389 WITH ANY QUESTIONS.

	NAME	DATE	211-21		
	NAME 3/13/2019 ADAMS, ANTHONY A	<u>DATE</u>	CHECK #		
	3/13/2019 AL-ASSAAD, NIHAD & RANDA	1/5/2017	82718 82834	\$73.50 \$10.05	
	3/13/2019 AL-ASSAAD, NIHAD & RANDA	1/18/2017	83492	\$19.05	
	3/13/2019 ALBANESE, PAMELA'S	3/15/2017 8/25/2017	85374	\$19.05 \$0.75	
	3/13/2019 AUSTIN, JOSEPH L	4/6/2017	83778	\$60.00	
	3/13/2019 BATES, JONATHAN G	3/17/2017	83545	\$34.75	
	3/13/2019 BAUGHMAN, RANDALL E	12/29/2017	86587	\$2.50	
	3/13/2019 BELL, JERRY R	8/14/2017	85215	\$2.00	
	3/13/2019 BETTS, JESSE	6/30/2017	84755	\$73.50	
	3/13/2019 BLYTHE, AMANDA R	5/10/2017	84093	\$73.50	
	3/13/2019 BODNER, DAVID A	3/28/2017	83636	\$255.14	
	3/13/2019 BROWN, MARLA J	9/28/2017	85766	\$46.50	
	3/13/2019 BROWN, ROMAN O	12/29/2017	86590	\$0.57	
	3/13/2019 BUCHANAN, MELINA MARIE	2/7/2017	83051	\$0.75	
,	3/13/2019 BW3	3/15/2017	83442	\$20.00	
	3/13/2019 BW3	9/20/2017	85620	\$12.96	•
	3/13/2019 BYRIDER FINANCE INC	1/30/2017	26801	\$30.00	
	3/13/2019 CASTO JR, DONALD E	3/8/2017	83375	\$76.00	
	3/13/2019 CHRZAN, JAMES E	7/13/2017	84876	\$1.50	
	3/13/2019 COLEMAN, JAN F	7/27/2017	85070	\$94.54	
	3/13/2019 COLLITON, KELLY	2/28/2017	83239	\$2.00	
	3/13/2019 COLONIAL HEIGHTS FURNITURE	1/18/2017	82810	\$116.63	
	3/13/2019 COOK, AMIE MARIE	8/15/2017	85220	\$40.00	CLAIMED I
	3/13/2019 COPART	2/16/2017	1862	\$4.00	
	3/13/2019 COPART	4/3/2017	1967	\$11.00	
	3/13/2019 COPART	6/8/2017	2079	\$1.00	
	3/13/2019 COPART	6/21/2017	2113	\$4.00	
	3/13/2019 COPART	1/11/2017	26691	\$15.00	
	3/13/2019 COPART 3/13/2019 COPART	2/28/2017	26975	\$15.50	
	3/13/2019 COPARI 3/13/2019 CORWIN, MEGAN L	6/27/2017	27649	\$4.00	
	3/13/2019 COWDREY, J QUENTIN	2/28/2017 6/26/2017	83296 2117	\$71.50 \$17.50	
	3/13/2019 DANNER, SHANNON	7/20/2017	84991	\$58.29	
	3/13/2019 DEVORE, TIM	12/13/2017	86451	\$36.50	
	3/13/2019 DICKEY, JESSICA N	8/25/2017	85372	\$2.00	
	3/13/2019 DICKSON, JAUREN	2/28/2017	83284	\$73.50	
	3/13/2019 DONLEY CONCRETE CUTTING & DRILLING	9/20/2017	85628	\$47.62	
	3/13/2019 DRUMMOND FINANCIAL SERVICE	6/20/2017	2106	\$15.00	
	3/13/2019 ELDER, DANIELLE	6/26/2017	84650	\$3.50	
	3/13/2019 ELKINS, SAMANTHA	11/29/2017	86325	\$83.50	claimed
	3/13/2019 ENGLAND, CHRISTOPHER AND ANNE	9/25/2017	85688	\$13.81	
	3/13/2019 FREEDOM EXTÉRIORS LLC	6/26/2017	84653	\$75.50	
	3/13/2019 GAME STOP	11/21/2017	86254	\$29.27	
	3/13/2019 GOODKNIGHT, DENISE A	10/11/2017	85900	\$387.97	
	3/13/2019 GORDON, TOMIKA	2/28/2017	83306	\$77.50	
	3/13/2019 GOTTFRIED, GARY J	1/6/2017	82756	\$20.00	
	3/13/2019 GUMP, MAX R 3/13/2019 HELFRICH, ALEXANDRA	9/27/2017 7/19/2017	85 <b>737</b> 84900	\$36.50 \$30.50	
	3/13/2019 HINES, CODY MICHAEL	6/9/2017	84419	\$51.70	
	3/13/2019 HOGG, AARON DAVID	9/20/2017	85615	\$6.00	
	3/13/2019 HOOVER, JOEL	5/19/2017	84199	\$12.06	
	3/13/2019 INTEGRITY FUNDING OHIO 3/13/2019 INTEGRITY FUNDING OHIO	9/19/2017 10/5/2017	2224 2246	\$15.00 \$15.00	
	3/13/2019 INTEGRITY FUNDING ONIO	11/1/2017	2273	\$30.00	
	3/13/2019 INTEGRITY FUNDING OHIO	12/7/2017	2306	\$40.00	
	3/13/2019 INTEGRITY FUNDING OHIO	7/24/2017	27739	\$15.00	
	3/13/2019 INTEGRITY MOTORS OF LANCASTER	3/7/2017	1900	\$15.00 \$15.00	
	3/13/2019 INTEGRITY MOTORS OF LANCASTER 3/13/2019 JENKINS, VEDORA	3/9/2017 3/15/2017	1913 83514	\$15.00 \$150.00	
	3/13/2019 JEWELL, NICOLE MICHELLE	8/8/2017 8/8/2017	85175	\$8.50	
	3/13/2019 JONES, VICTORIA	11/6/2017	86132	\$0.25	
	3/13/2019 KRAFT II. DANIEL J	1/5/2017	82719	\$19.50	CLAIMED;
	3/13/2019 LENHART, SCOTT MICHAEL	12/13/2017	86448	\$36.50	
	3/13/2019 LENS CRAFTERS	11/21/2017	86262	\$29.27	
	3/13/2019 MCCAN, JAMES	12/18/2017	86476	\$650.01	
	3/13/2019 MCCORMACK, LISA	3/15/2017	83485	\$3.81	
	3/13/2019 MCCORMACK, LISA	5/19/2017	84204	\$1.91	
	3/13/2019 MCCORMACK, LISA	7/20/2017	84977	\$1.91	

3/13/2019 MCCORMACK, LISA	9/20/2017	85640	\$0.95	
3/13/2019 MCCORMACK, LISA	11/20/2017	86227	\$1.91	
3/13/2019 MCCULLOUGH, CHARLEE	7/11/2017	84848	\$0.50	
3/13/2019 MERCEDES-BENZ FINANCIAL	6/26/2017	2118	\$4.03	
3/13/2019 MOORE, JARED	5/16/2017	84153	\$9.50	
3/13/2019 MOSLEY, LETISHIA R	12/8/2017	86411	\$0.75	
3/13/2019 MURO, LEWIS EDWARD	10/16/2017	85923	\$25.00	
3/13/2019 MURRAY, TIFFANY L	10/31/2017	86093	\$25.00	
3/13/2019 OHIO SAVINGS BANK	5/19/2017	84230	\$98.04	
3/13/2019 OLD NAVY	9/20/2017	85649	\$44.38	
3/13/2019 PAYNE, TYRON	5/16/2017	27454	\$16.00	
3/13/2019 PIPPIN, JAMES LEE	3/28/2017	83642	\$16.99	
3/13/2019 RAMSEY, MCKAHLYN S	12/28/2017	86556	\$16.50	
3/13/2019 REARDON, TEZLYN	10/4/2017	<b>8586</b> 3	\$0.25	
3/13/2019 RIEDER JR, PERRY E	4/28/2017	83993	\$42.51	
3/13/2019 RIFFLE, TAMARA L	1/20/2017	82888	\$900.00	REISSUED
3/13/2019 SAMS, DAVID	1/4/2017	82706	\$100.00	
3/13/2019 SATER, MARK A	10/9/2017	2252	\$11.50	
3/13/2019 SEESHOLTZ, CAROL	9/20/2017	85622	\$192.34	
3/13/2019 SEESHOLTZ, CAROL	11/20/2017	86210	\$95.24	
3/13/2019 SEESHOLTZ, CAROL	12/18/2017	86469	\$126.99	
3/13/2019 SHAIBU, RASHID	6/15/2017	84464	\$11.00	
3/13/2019 SHOOK, KEVIN L	3/16/2017	83527	\$12.75	
3/13/2019 SPEEDWAY	1/18/2017	82837	\$23.81	
3/13/2019 STANLEY, BRENDA	7/20/2017	84947	\$4.76	
3/13/2019 STANLEY, BRENDA	8/15/2017	85221	\$4.76	
3/13/2019 STANLEY, BRENDA	9/19/2017	85618	\$9.52	
3/13/2019 STANLEY, BRENDA	<b>10/17/2017</b>	85927	\$4.76	
3/13/2019 STANLEY, BRENDA	11/20/2017	86208	\$4.76	
3/13/2019 STANLEY, BRENDA	12/18/2017	86468	\$4.76	
3/13/2019 SWISHER, BRITTANY	3/6/2017	83359	\$0.50	
3/13/2019 TACDERAN, MINDY JO	6/7/2017	84394	\$134.50	
3/13/2019 TATMAN II, RONALD G	1/13/2017	1802	\$3.24	
3/13/2019 TOM GOBEL WELL DRILLING	9/25/2017	85710	\$5.13	
3/13/2019 WALMART	3/15/2017	83515	\$20.00	
3/13/2019 WILSON, CATHY	8/15/2017	85224	\$130.84	CLAIMED I
3/13/2019 WINEGARDNER, MELINDA	9/25/2017	85700	\$13.81	
3/13/2019 YANNI, EDWINA Z	3/31/2017	83707	\$2.00	
			-\$40.00	CLAIMED /
			-\$130.84	CLAIMED
			\$5,254.51	
	•		-\$19.50`	CLAIMED /
-			-\$900.00	REISSUEC
			-\$83.50	REISSUEC
3/13/2019			<b>\$</b> 4,251.51	
OF LOTEO (3			<b>34</b> ,231.31	

CLERK OF COURTS-LEGAL	CASE#01CR314	STVsKENNETH BAILY	
3/21/2019 ADKINS, DARRELL			\$31.00
3/21/2019 BACKENHESTER, JACK			\$31.00
3/21/2019 CARTER, LARRISSA			\$31.00
3/21/2019 CURRAN, GAIL & KOSANOVIA, EMMA			\$31.00
3/21/2019 FARLEY, RHONDA			\$31.00
3/21/2019 FARRINGTON, ROBERT			\$31.00
3/21/2019 FERGUSON, JIM & JUDY			\$31.00
3/21/2019 FOSTER, SCOTT & JULIE			\$31.00
3/21/2019 FRANZ, ROBERT & KAREN			\$31.00
3/21/2019 HANSEN, MAX			\$31.00
3/21/2019 HANSON, GERALD			\$31.00
3/21/2019 KRAUSS, GEORGE			\$31.00
3/21/2019 KREIGER, DOUG & BRENDA			\$31.00
3/21/2019 LEDFORD ENTERPRISES			\$31.00
3/21/2019 MACALUSO, SAM			\$31.00
3/21/2019 MEDINE, KAREN			\$31.00
3/21/2019 MILLER, ANDY & JULIE			\$31.00
3/21/2019 MORGAN, TONY & PENNY			\$31.00
3/21/2019 MORSE, JASON			\$31.00
3/21/2019 PARDEE, JAMES			\$31.00
3/21/2019 PARSONS, SANDRA			\$31.00
3/21/2019 PRYOR, ED			\$31.00
3/21/2019 RICE, TOM			\$31.00
3/21/2019 RUEHLE, JAMES & JOLINA			\$31.00
3/21/2019 SCURLOCK, LANCE & STACIE			\$31.00
3/21/2019 SCURLOCK, LYLE & MARYANN .			\$31.00
3/21/2019 SIMPSON, DIRK			\$31.00
3/21/2019 TAYLOR, PETE			\$31.00
3/21/2019 THURSTON, BILL			\$31.00
3/21/2019 TUCKER, TOM			\$31.00

\$992.00

3/11/2019 DAPHNE RENE & MCKINLEY WAITES	20170014	\$46.76
3/11/2019 JESSICA REED	20170014	\$9.50
3/11/2019 PHILIP B WILLETTE	20160285	\$11.00
3/11/2019 KAREN D WEIS, ESQ	68433	\$47.00
3/11/2019 KAIL FREASE.	20170070	\$15.11
3/11/2019 ERICA M BIRRENKOTT	20170085	\$27.26

\$156.63

	Carri L Brown-
17-Mar-25	Fairfield County Auditor
	UNCLAIMED FUNDS

LORI HAMPSHIRE DEPUTY AUDITOR 652-7044

06/10/2019	ADKINS, JESSICA MAE &		5286248	0.5	3 AUDITOR
03/18/2019	AKERS, TOBY M		5280165		0 AUDITOR
06/20/2019	ALFRED, ISAIAH		5287143		0 AUDITOR
05/20/2019	ANDERSON, HOLLY		5284779		D AUDITOR
02/28/2019	ARENA; JILLIAN		5278856		6 AUDITOR
06/10/2019	BECHT, TAMMY JO		5286267		0 AUDITOR
12/13/2019	BENSON, LAUREN		5300285		0 AUDITOR
12/13/2019	BERGK, DOROTHY F		5300277	6.0	0 AUDITOR
10/28/2019	BLAIR, SHARIANNE L		5296566		0 AUDITOR
10/24/2019	BOHN, DANIEL		5296397	253.0	0 AUDITOR
03/04/2019	BOKER, JOHN D		5279051	30.0	0 AUDITOR
06/27/2019	BRIAN BARKETT, PSY D LLC	BETTER MINDS GROUP	5287718	465.5	0 AUDITOR
03/25/2019	BROWN, JAMES Y		5280645	6.0	D AUDITOR
01/14/2019	BRYANT, AMANDA LYNN		5275665	6.0	DAUDITOR
04/08/2019	BUCHANAN, GARY & BEANETTA	,	5281507	1.1	4 AUDITOR
12/13/2019	BURGESS, RONALD		5300354	6.0	0 AUDITOR
07/29/2019	BURKS JR, DONALD P		5290017 .	6.0	0 AUDITOR
06/10/2019	BUSHEE, TRINA		5286268	6.0	0 AUDITOR
05/13/2019	BUSKIRK, HANNA MARIE E		5284000	30.0	0 AUDITOR
12/05/2019	BUSSART, JEREMY OR CYNTHIA		5299301	147.9	2 AUDITOR
10/28/2019	ÇARBERRY, MARK		5296560	6.0	AUDITOR
12/13/2019	CARR SUPPLY INC		5300261	186.4	3 AUDITOR
09/30/2019	CARRELL, AMBER LEE		5294509	6.0	AUDITOR
05/13/2019	CARSON, SARA M		5284078	15.0	0 AUDITOR
12/13/2019	CARTER, JERRY M		5300631	129.8	9 AUDITOR
04/01/2019	CASTLE, CATHERINE		5281058	0.0	7 AUDITOR
04/08/2019	CASTLE, CHRISTOPHER & CATHERINE		5281504	0.6	4 AUDITOR
02/11/2019	CHAPMAN, CHRIS E		5277609	30.0	DAUDITOR
09/09/2019	CHAPPELL, MICHAEL E		5293051	6.0	0 AUDITOR
03/04/2019	CHUKWUNYERE, ADANMA		5279024		0 AUDITOR
10/28/2019	CLARK, ASHLEY		5296552		AUDITOR
08/29/2019	COLUMBIA GAS		5292121	· ·	2 AUDITOR
10/10/2019	COLUMBIA GAS		5294936	111.9	3 AUDITOR
06/20/2019	COMMUNITY TRANSITION CENTER		5286903	_	AUDITOR
03/11/2019	COOK, KASEY		5279641		AUDITOR
12/13/2019	COOK, KASEY		5300333		AUDITOR
09/16/2019	CORBETT, THOMAS J		5293636		AUDITOR
12/05/2019	COTTRELL, JASON & ANGELA		5299234 5033000		7 AUDITOR
02/07/2019	CRAMER, DANIEL & KELLY		5277282		AUDITOR
09/05/2019	CRAMER, DANIEL & KELLY		5292772		5 AUDITOR
05/13/2019	CROOK, NATHAN V		5284059		AUDITOR
10/28/2019	CROWE, CASE MARIE		5296553		AUDITOR
01/14/2019	CUCCIO, JOHN		5275672		AUDITOR AUDITOR
07/22/2019 12/13/2019	DANFORD, BRIAN S DAVIS, DANIELLE		5289488 5300314		0 AUDITOR
01/10/2019	DAYTON POWER AND LIGHT CO, THE		5275070		AUDITOR
07/25/2019	DEATON, CRYSTAL		5289730		AUDITOR
08/26/2019	DEBOARD, MARY E		5292032		AUDITOR
03/25/2019	DENTI, TAMARA		5280649		AUDITOR
10/15/2019	DEWHURST, HOPE		5295511		AUDITOR
11/18/2019	DOLBY, NATHAN		5298108		AUDITOR
10/21/2019	DOSS, BRITTANY N		5296082		AUDITOR
01/14/2019	DUVALL, CHRISTINE MARIE		5275667		AUDITOR
06/10/2019	DYER, JANE E		5286260		AUDITOR.
04/08/2019	EMBREE, MIKAYLA LAUREL		5281517		AUDITOR
12/13/2019	EUBANKS, DAVID		5300317		AUDITOR
04/15/2019	EVANS, CAITLYN MACKENZIE		5282073		AUDITOR
05/13/2019	EVANS, CAITLYN MACKENZIE		5283931	6.0	AUDITOR
12/13/2019	FIGGINS, BRYAN		5300302	6.0	AUDITOR
04/08/2019	FILIPPI II, JAMES T		5281535		AUDITOR `
03/25/2019	FOGUS, SAVANNAH		5280648		AUDITOR

03/25/2019	FOGUS, TIMOTHY		5280650	6.00 AUDITOR
09/30/2019	FOGUS, TIMOTHY BRYANT		5294521	6.00 AUDITOR
07/22/2019	FORD, DAVID C.		5289478	6.00 AUDITOR
06/10/2019	FULEKI, ANDREW D		5286254	6.00 AUDITOR
04/01/2019	FUNCTIONAL TRAINING SERV INC		5280975	
06/10/2019	•			358.80 AUDITOR
	GAMEZ, MARISOL BELINDA		5286263	6.00 AUDITOR
01/14/2019	GELLERT, ELIZABETH S		5275693	30.00 AUDITOR REISSUED
06/03/2019	GIAMMARINO, JACOB B		5285735	30.00 AUDITOR
05/20/2019	GOLDEN, ZOYIE KRISTINE		5284789	6.00 AUDITOR
06/20/2019	GRAVES, CORNELIUS		5287095	20.00 AUDITOR
04/08/2019	HAINES, MICKEY L		5281513	0.64 AUDITOR
07/15/2019	HALES, PATRICIA DAWN		5288824	6.00 AUDITOR
12/13/2019	HAMANN, HAROLD R		5300279	6.00 AUDITOR
04/08/2019	HARMON, MARTHA		5281512	1.06 AUDITOR
11/12/2019	HARRIS, SHAKIYLA		5297592	6.00 AUDITOR
04/08/2019	HARRISON, RICKY DALE		5281518	6.00 AUDITOR
03/04/2019	HEASTRUP, AIMEE R		5279026	
				30.00 AUDITOR
11/12/2019	HEDGES JR, TIMOTHY RAY		5297595	6.00 AUDITOR
12/13/2019	HEINY, ROBERT		5300349	6.00 AUDITOR
10/15/2019	HEIZMAN, ARTHUR J		5295517	30.00 AUDITOR
.05/13/2019	HINES II, WILBERT L		5284089	15.00 AUDITOR
04/08/2019	HINES JR., GARY		5281508	0.76 AUDITOR
10/28/2019	HINKLE, AISHA F		5296550	6.00 AUDITOR
01/17/2019	HOBBS, JOSHUA OR MANDY		5276049	75.00 AUDITOR
04/11/2019	HOBBS, JOSHUA OR MANDY		5281828	390.00 AUDITOR
08/05/2019	HOGREFE, DAVID		5290398	61.11 AUDITOR
07/15/2019	HOLBROOK, JOSHUA		5288820	6.00 AUDITOR
05/13/2019	HOLLEY, JENNIFER R		5284014	
				30.00 AUDITOR
05/13/2019	HOPSON, JORDAN E		5284022	15.00 AUDITOR
06/24/2019	HUNLEY, HEATHER		5287392	1.37 AUDITOR
09/30/2019	JENNINGS, HANNAH CARDENAS		5294515	6.00 AUDITOR
03/18/2019	JOBE, AUSTIN		5280158	6.00 AUDITOR
03/18/2019	JOBE, STEPHANIE		5280163	6.00 AUDITOR
05/20/2019	JOHNSON, BRANDI JO		5284775	6.00 AUDITOR
07/29/2019	KEATON, ALLIE		5290012	6.00 AUDITOR
07/29/2019	KEATON, CRYSTAL KAY		5290014	6.00 AUDITOR
10/28/2019	KEATON, KIMBERLY MARIE		5296559	6.00 AUDITOR
10/21/2019	KEHRER, LAURA L		5296118	30.00 AUDITOR
02/25/2019	KELLEY, KELLY'N		5278513	100.00 AUDITOR
01/14/2019	KENSLER, ANN M		5275687	450.00 AUDITOR
05/13/2019	KERENS, AMANDA VALEEN		5283930	6.00 AUDITOR
12/13/2019	KIMPTON, JOHNATHAN TAYLOR		5300282	6.00 AUDITOR
10/28/2019	KNAPP, MISTY D		5296562	6.00 AUDITOR
10/20/2010			OLUUUUL	0.00 Additor
01/14/2019	KNOWLTON, BRITTANIE NICOLE		5275666	6.00 AUDITOR
01/14/2019	KNOWLTON, BRITTANIE NICOLE		5275666	6.00 AUDITOR
01/14/2019 12/13/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE		5275666 5300339	6.00 AUDITOR 6.00 AUDITOR
01/14/2019 12/13/2019 10/28/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY		5275666 5300339 5296555	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS	LANC FIRE PREVENTION BUREAU	5275666 5300339 5296555 5294383	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUED
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT	LANC FIRE PREVENTION BUREAU	5275666 5300339 5296555 5294383 5300041	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 106/20/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL	LANC FIRE PREVENTION BUREAU	5275666 5300339 5296555 5294383 5300041 5287168	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR REISSUEC
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 06/20/2019 05/20/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE	LANC FIRE PREVENTION BUREAU	5275666 5300339 5296555 5294383 5300041 5287168 5284782	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR REISSUEC 6.00 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 06/20/2019 05/20/2019 02/07/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY	LANC FIRE PREVENTION BUREAU	5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR REISSUEC 6.00 AUDITOR 18.45 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 06/20/2019 05/20/2019 02/07/2019 04/04/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY	LANC FIRE PREVENTION BUREAU	5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR REISSUEC 6.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 06/20/2019 05/20/2019 02/07/2019 04/04/2019 06/06/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY	LANC FIRE PRÉVENTION BUREAU	5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238 5285948	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR REISSUEC 6.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 06/20/2019 05/20/2019 02/07/2019 04/04/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY	LANC FIRE PRÉVENTION BUREAU	5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238 5285948 5300353	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR REISSUEC 6.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 06/20/2019 05/20/2019 02/07/2019 04/04/2019 06/06/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY	LANC FIRE PRÉVENTION BUREAU	5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238 5285948	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR REISSUEC 6.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 05/20/2019 05/20/2019 02/07/2019 04/04/2019 06/06/2019 12/13/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LOCKARD, RON	LANC FIRE PREVENTION BUREAU	5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238 5285948 5300353	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR REISSUEC 6.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 6.00 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 06/20/2019 05/20/2019 02/07/2019 04/04/2019 06/06/2019 12/13/2019 09/30/2019 03/25/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LOCKARD, RON LOGUE, TIMOTHY J LONG, DAVID A	LANC FIRE PRÉVENTION BUREAU	5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238 5285948 5300353 5294522 5280636	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 0.00 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 06/20/2019 05/20/2019 02/07/2019 04/04/2019 06/06/2019 12/13/2019 09/30/2019 03/25/2019 01/14/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LOCKARD, RON LOGUE, TIMOTHY J LONG, DAVID A MAAG, KENDRA J	LANC FIRE PREVENTION BUREAU	5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238 5285948 5300353 5294522	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 0.72 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 06/20/2019 05/20/2019 02/07/2019 04/04/2019 06/06/2019 12/13/2019 09/30/2019 03/25/2019 01/14/2019 10/28/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LOCKARD, RON LOGUE, TIMOTHY J LONG, DAVID A MAAG, KENDRA J MAGER, MARY	LANC FIRE PRÉVENTION BUREAU	5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238 5285948 5300353 5294522 5280636 5275676 5296561	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 0.72 AUDITOR 6.00 AUDITOR 6.00 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 06/20/2019 05/20/2019 02/07/2019 04/04/2019 06/06/2019 12/13/2019 09/30/2019 03/25/2019 01/14/2019 10/28/2019 01/14/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LOCKARD, RON LOGUE, TIMOTHY J LONG, DAVID A MAAG, KENDRA J MAGER, MARY MAGLOIRE, FRANTZ	LANC FIRE PRÉVENTION BUREAU	5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238 5285948 5300353 5294522 5280636 5275676 5296561 5275694	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 6.00 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 06/20/2019 05/20/2019 02/07/2019 04/04/2019 06/06/2019 12/13/2019 03/25/2019 01/14/2019 10/28/2019 01/14/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LOCKARD, RON LOGUE, TIMOTHY J LONG, DAVID A MAAG, KENDRA J MAGER, MARY MAGLOIRE, FRANTZ MAHON, AMY	LANC FIRE PREVENTION BUREAU	5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238 5285948 5300353 5294522 5280636 5275676 5296561 5275694 5300273	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR REISSUEC 6.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 6.00 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 06/20/2019 05/20/2019 02/07/2019 04/04/2019 06/06/2019 12/13/2019 03/25/2019 01/14/2019 10/28/2019 01/14/2019 10/28/2019 01/14/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LOCKARD, RON LOGUE, TIMOTHY J LONG, DAVID A MAAG, KENDRA J MAGER, MARY MAGLOIRE, FRANTZ MAHON, AMY MAKAYLA BUSHEE, MADALYNN D	LANC FIRE PREVENTION BUREAU	5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238 5285948 5300353 5294522 5280636 5275676 5296561 5275694 5300273 5276047	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR REISSUEC 6.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 6.00 AUDITOR
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01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 05/20/2019 05/20/2019 05/20/2019 04/04/2019 06/06/2019 12/13/2019 03/25/2019 01/14/2019 10/28/2019 01/14/2019 11/13/2019 01/17/2019 12/13/2019 01/17/2019 12/13/2019 01/15/2019 05/28/2019 03/18/2019 03/18/2019 05/28/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 04/18/2019 12/13/2019 12/13/2019 12/13/2019 12/13/2019 04/18/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LOCKARD, RON LOGUE, TIMOTHY J LONG, DAVID A MAAG, KENDRA J MAGER, MARY MAGLOIRE, FRANTZ MAHON, AMY MAKAYLA BUSHEE, MADALYNN D MARY KNIGHT, MARY FRANCES MASI, TINA MASON, ANITA L MASON, MARANDA MAY, TEDDY MCCALL, JOHN WESLEY MCKENZIE, RONNA MCKINNON, BARBARA ROBERTS MCLAUGHLIN, MADALYNN D MCQUEEN, STEPHEN W MEACHEM, COURTNEY MOSHER, CRYSTAL MOSS, CANDY MUGRAGE, JENNIFER		5275666 5300339 5296555 5294383 5300041 5287168 5287168 5281238 5285948 5300353 5294522 5280636 5275676 5296561 5275694 5300273 5276047 5300612 5278388 5289487 5295513 5280160 5280161 5283952 5280160 5280161 5283952 5280160 5280161 5283952 5280160 5280161 5283952 5280160 5280161 5283952 5282070 5286474 5277638 5296567 5282317 5300311 5300303 5290407	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR REISSUEC 6.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 80.00 AUDITOR 6.00 AUDITOR 0.01 AUDITOR 6.00 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 05/20/2019 05/20/2019 05/20/2019 04/04/2019 04/04/2019 04/06/2019 12/13/2019 01/14/2019 10/28/2019 01/14/2019 11/13/2019 01/17/2019 12/13/2019 01/15/2019 05/28/2019 05/28/2019 05/18/2019 05/13/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LOCKARD, RON LOGUE, TIMOTHY J LONG, DAVID A MAAG, KENDRA J MAGER, MARY MAGLOIRE, FRANTZ MAHON, AMY MAKAYLA BUSHEE, MADALYNN D MARY KNIGHT, MARY FRANCES MASI, TINA MASON, ANITA L MASON, MARANDA MAY, TEDDY MCCALL, ELIZA MCCALL, JOHN WESLEY MCKENZIE, RONNA MCKENZIE, RONNA MCKINNON, BARBARA ROBERTS MCLAUGHLIN, MADALYNN D MCQUEEN, STEPHEN W MEACHEM, COURTNEY MOSHER, CRYSTAL MOSS, CANDY		5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238 5285948 5300353 5294522 5280636 5275676 5296561 5275694 5300273 5276047 5300612 5278388 5289487 5295513 5280160 5285293 5280160 5280161 5283952 5280160 5280161 5283952 5280160 5280161 5283952 5280160 5280161 5283952 5280160 5280161 5283952 5280160 5280161 5283952 5280160 5280161 5283952 5280160 5280161 5283952 5282070 5286474 5277638 5296567 5282317 5300301 5300303 5290407 5289513	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR REISSUEC 6.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 6.00 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 05/20/2019 05/20/2019 05/20/2019 04/04/2019 06/06/2019 12/13/2019 03/25/2019 01/14/2019 10/28/2019 01/14/2019 11/13/2019 01/17/2019 12/13/2019 01/17/2019 12/13/2019 01/15/2019 05/28/2019 03/18/2019 03/18/2019 05/28/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 05/13/2019 04/18/2019 12/13/2019 12/13/2019 12/13/2019 12/13/2019 04/18/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LOCKARD, RON LOGUE, TIMOTHY J LONG, DAVID A MAAG, KENDRA J MAGER, MARY MAGLOIRE, FRANTZ MAHON, AMY MAKAYLA BUSHEE, MADALYNN D MARY KNIGHT, MARY FRANCES MASI, TINA MASON, ANITA L MASON, MARANDA MAY, TEDDY MCCALL, JOHN WESLEY MCKENZIE, RONNA MCKINNON, BARBARA ROBERTS MCLAUGHLIN, MADALYNN D MCQUEEN, STEPHEN W MEACHEM, COURTNEY MOSHER, CRYSTAL MOSS, CANDY MUGRAGE, JENNIFER		5275666 5300339 5296555 5294383 5300041 5287168 5287168 5281238 5285948 5300353 5294522 5280636 5275676 5296561 5275694 5300273 5276047 5300612 5278388 5289487 5295513 5280160 5280161 5283952 5280160 5280161 5283952 5280160 5280161 5283952 5280160 5280161 5283952 5280160 5280161 5283952 5282070 5286474 5277638 5296567 5282317 5300311 5300303 5290407	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR REISSUEC 6.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 80.00 AUDITOR 6.00 AUDITOR 0.01 AUDITOR 6.00 AUDITOR
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01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 05/20/2019 05/20/2019 05/20/2019 04/04/2019 06/06/2019 12/13/2019 09/30/2019 03/25/2019 01/14/2019 10/28/2019 01/14/2019 12/13/2019 01/14/2019 12/13/2019 01/15/2019 05/28/2019 03/18/2019 03/18/2019 03/18/2019 03/18/2019 03/18/2019 03/18/2019 03/18/2019 03/18/2019 03/18/2019 03/18/2019 04/15/2019 04/15/2019 06/13/2019 06/13/2019 06/13/2019 06/13/2019 06/13/2019 06/13/2019 07/12/2019 07/12/2019 07/15/2019 08/05/2019 07/15/2019 07/15/2019 07/15/2019 07/15/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LOKARD, RON LOGUE, TIMOTHY J LONG, DAVID A MAG, KENDRA J MAGER, MARY MAGLOIRE, FRANTZ MAHON, AMY MAKAYLA BUSHEE, MADALYNN D MARY KNIGHT, MARY FRANCES MASI, TINA MASON, ANITA L MASON, MARANDA MAY, TEDDY MCCALL, JOHN WESLEY MCKENZIE, AMANDA A MCKENZIE, AMANDA A MCKENZIE, RONNA MCKINNON, BARBARA ROBERTS MCLAUGHLIN, MADALYNN D MCQUEEN, STEPHEN W MEACHEM, COURTNEY MOSHER, CRYSTAL MOSS, CANDY MUGRAGE, JENNIFER MURDOCK, TERAH D NEWMAN JR, DARRELL L NICHOLS, RICK & TERESA		5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238 5285948 5300353 5294522 5280636 5275676 5296561 5275694 5300273 5276047 5300612 5278388 5289487 5295513 5285293 5280160 5280161 5283952 528070 5280474 5277638 5296567 5282317 5300311 5300303 5290407 5289513 5280407 5289513 5280407 5289513 5280818	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUED 465.47 AUDITOR REISSUED 60.00 AUDITOR REISSUED 6.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 80.00 AUDITOR 80.00 AUDITOR 80.00 AUDITOR 80.00 AUDITOR 80.00 AUDITOR 6.00 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 06/20/2019 05/20/2019 05/20/2019 05/20/2019 04/04/2019 06/06/2019 12/13/2019 03/25/2019 01/14/2019 10/28/2019 01/14/2019 12/13/2019 01/14/2019 12/13/2019 01/17/2019 12/13/2019 07/22/2019 10/15/2019 05/28/2019 03/18/2019 05/13/2019 05/15/2019 07/15/2019 07/15/2019 07/15/2019 07/15/2019 07/15/2019 04/08/2019 04/08/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LOCKARD, RON LOGUE, TIMOTHY J LONG, DAVID A MAG, KENDRA J MAGER, MARY MAGLOIRE, FRANTZ MAHON, AMY MAKAYLA BUSHEE, MADALYNN D MARY KNIGHT, MARY FRANCES MASI, TINA MASON, ANITA L MASON, ANITA L MASON, MARANDA MAY, TEDDY MCCALL, JOHN WESLEY MCKENZIE, AMANDA A MCKENZIE, RONNA MCKINNON, BARBARA ROBERTS MCLAUGHLIN, MADALYNN D MCQUEEN, STEPHEN W MEACHEM, COURTNEY MOSHER, CRYSTAL MOSS, CANDY MUGRAGE, JENNIFER MURDOCK, TERAH D NEWMAN JR, DARRELL L NICHOLS, RICK & TERESA NYE, TERRY R.	TWO BROKE ARTISTS	5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238 5285948 5300353 5294522 5280636 5275676 5296561 5275694 5300273 5276047 5300612 5278388 5285293 5285293 5280160 5280161 5283952 5280160 5280161 5283952 528070 5286474 5277638 5296567 5282317 5300311 5300303 5290407 5288818 5288513 5288818 5288514 5281519	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUEC 465.47 AUDITOR REISSUEC 60.00 AUDITOR REISSUEC 6.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 6.00 AUDITOR
01/14/2019 12/13/2019 10/28/2019 09/26/2019 12/12/2019 05/20/2019 05/20/2019 05/20/2019 04/04/2019 06/06/2019 12/13/2019 09/30/2019 03/25/2019 01/14/2019 10/28/2019 01/14/2019 12/13/2019 01/14/2019 12/13/2019 01/15/2019 05/28/2019 03/18/2019 03/18/2019 03/18/2019 03/18/2019 03/18/2019 03/18/2019 03/18/2019 03/18/2019 03/18/2019 03/18/2019 04/15/2019 04/15/2019 06/13/2019 06/13/2019 06/13/2019 06/13/2019 06/13/2019 06/13/2019 07/12/2019 07/12/2019 07/15/2019 08/05/2019 07/15/2019 07/15/2019 07/15/2019 07/15/2019	KNOWLTON, BRITTANIE NICOLE KYLE, MARIANNE LAFOLLETTE, EMILY LANCASTER CITY SCHOOLS LANCASTER FIRE DEPARTMENT LANCASTER HIGH SCHOOL LECLAIN, KELLY LAURAE LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LEWIS, WAYNE & BETTY LOKARD, RON LOGUE, TIMOTHY J LONG, DAVID A MAG, KENDRA J MAGER, MARY MAGLOIRE, FRANTZ MAHON, AMY MAKAYLA BUSHEE, MADALYNN D MARY KNIGHT, MARY FRANCES MASI, TINA MASON, ANITA L MASON, MARANDA MAY, TEDDY MCCALL, JOHN WESLEY MCKENZIE, AMANDA A MCKENZIE, AMANDA A MCKENZIE, RONNA MCKINNON, BARBARA ROBERTS MCLAUGHLIN, MADALYNN D MCQUEEN, STEPHEN W MEACHEM, COURTNEY MOSHER, CRYSTAL MOSS, CANDY MUGRAGE, JENNIFER MURDOCK, TERAH D NEWMAN JR, DARRELL L NICHOLS, RICK & TERESA		5275666 5300339 5296555 5294383 5300041 5287168 5284782 5277274 5281238 5285948 5300353 5294522 5280636 5275676 5296561 5275694 5300273 5276047 5300612 5278388 5289487 5295513 5285293 5280160 5285293 5280160 5285293 528070 5286474 5277638 5296567 5282317 5300303 5290407 5289513 5280160 5280161	6.00 AUDITOR 6.00 AUDITOR 6.00 AUDITOR 76.75 AUDITOR REISSUED 465.47 AUDITOR REISSUED 6.00 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 18.45 AUDITOR 6.00 AUDITOR

10/07/2019	ONYLA, CHUKWUDI & NKWENTI, I	PAMELA		5294868	309.80	AUDITOR
09/23/2019	ORT, MARK P			5294095		AUDITOR
05/13/2019	ORTEGA, ALBERTO W			5283951		AUDITOR
05/13/2019	PALMER, KARLESHA L			5284025		AUDITOR
05/13/2019	PARKER, KENNETH		_	5283941		AUDITOR
12/13/2019	PARRILL, HAILEY ELLEN		-	5300278		
09/03/2019	PATTERSON JR., ROBERT GENE					AUDITOR
09/03/2019	PATTERSON, LISA L.			5292583 5292580		AUDITOR
07/15/2019	PERKINS, CAITLIN RACHELLE					AUDITOR
05/20/2019	POHLSCHNEIDER, JENIFER Y			5288817		AUDITOR
12/13/2019	POTTER, DAVID T			5284781		AUDITOR
07/05/2019				5300704		AUDITOR
10/15/2019	PRIOR, CANDICE OR JOSH			5288134		AUDITOR
	PURCELL, FRANCIS D			5295510		AUDITOR
12/13/2019	RAY, VALANI MARIE			5300293		AUDITOR
10/15/2019	REED, DORIS D			5295509		AUDITOR
12/13/2019	REID, TAMERA SUE			5300292		AUDITOR
07/05/2019	REVEAL, GRANT & KENDRA			5288019		AUDITOR
09/26/2019	ROBERT A PIPER INC		PIPER'S SERVICE CENTER	5294306		AUDITOR
10/24/2019	ROBERT A PIPER INC		PIPER'S SERVICE CENTER	5296317		AUDITOR
01/14/2019	ROBERTS, RANICA RENEE			5275680		AUDITOR
12/13/2019	RUDY SPIRES			5300355		AUDITOR
05/13/2019	RUSSELL, LINDSAY JO			5283943	6.00	AUDITOR
11/18/2019	SAGER, CALOB			5298094	30.00	AUDITOR
06/20/2019	SELLS RD, LLC			5287089	50.00	AUDITOR
08/26/2019	SHUMAKER, JOSHUA O			5292064	30.00	AUDITOR
04/08/2019	SILVIA, DAVID E & ROBERTA J		_	5281505	0.64	AUDITOR
05/13/2019	SIMMONS, DANA S			5283977	30.00	AUDITOR
05/13/2019	SMITH, CHRISTINA MARIE			5283933	6.00	AUDITOR
03/25/2019	SMITH, KYLA			5 <b>28</b> 0646	6.00	AUDITOR
06/06/2019	SMITH, MARK & ANDREA	1		5285964	18.45	AUDITOR
04/08/2019	SMITH, TANYA			5281515	0.82	AUDITOR
03/04/2019	SNELL, DONALD J			5279039	30.00	AUDITOR
12/13/2019	SPEAKMAN JR, ROBERT LEE			5300350	6.00	AUDITOR
12/13/2019	SPEAKMAN, CHRISTINA			5300308	6.00	AUDITOR
`12/13/2019	SPIRES, ALEXANDRA -			5300296	6.00	AUDITOR
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05/13/2019	STONE, SETH			5283947		AUDITOR
11/07/2019	STULL, JULIE			5297208		AUDITOR
07/15/2019	T&R RIVER VALLEY L.P.		RIVER VALLEY APARTMENTS	5288663	_	AUDITOR
09/05/2019	THOMAS, ROBIN OR LORA			5292685		AUDITOR
04/01/2019	TIER, ANN			5281073		AUDITOR
02/07/2019	TOOILL, PETE & SUSAN			5277272		AUDITOR
12/13/2019	TRACY, CHRISTOPHER E			5300628	-	AUDITOR
01/22/2019	TREASURER STATE OF OHIO			5276358		AUDITOR
04/01/2019	UNION SAVINGS BANK			5281070	2,375.76	
06/27/2019	UPRITE VAPOR			5287771		AUDITOR
07/22/2019	UZUEGBUNAM, NKIRUKA M			5289506		AUDITOR
11/27/2019	VALVOLINE INC.		VALVOLINE LLC	5298980		AUDITOR
05/13/2019	WALKER, ROXANNE		THE POLITICAL PROPERTY OF THE PROPERTY OF THE POLITICAL PROPERTY OF TH	5283945		AUDITOR
07/15/2019	WATSON, MARY FRANCES			5288822		AUDITOR
01/10/2019	WEBB, ROBERT			5275325		AUDITOR
04/08/2019	WELLS, JOHN A & DAWN M			5281511		AUDITOR
07/18/2019	WISEMAN, THERESA			5289223		AUDITOR
12/13/2019	WORKMAN, JANET M			5300698		
				5296554		AUDITOR
10/28/2019 05/20/2019	YOUNG, DESTINEE M			5290554 5284704		AUDITOR
05/20/2019	ZAKER, HALEY					AUDITOR
07/19/2019	ZINK, MEGAN COURTNEY			5288823	18,094.95	AUDITOR total
11/22/2019	HORN, KAREN L (PAYROLL)			140613	180.00	PAYROLL
						(GELLERT)
						AUDITOR'S
					-\$76.75	I
					-\$60.00	,
					-\$465 A7	

\$17,642.73 AUDITOR'S TOTAL

-\$465.47 \$17,642.73

\$4,251.51 CLERKS TOTAL \$992.00 CLERKS TOTAL \$156.63 PROBATE 0 JUV. CRT

2019 TO BE TRANSFERRED TO 1980 IN 2021 5-6-21

2019 TO BE TRANSFERRED TO 1001 IN 2025 Transferred 4-2025 \$23,042.87 #2025-04

Resolution No. 2025-04.29.b

A resolution authorizing a fund to fund transfer. Auditor – Fund 1080

(Fairfield County Auditor- Finance)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

# A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding

**WHEREAS**, additional appropriations are needed in the major expenditure object category for fund #2884, Secretary of State (SOS) 2025 Primary Election Funding; and

**WHEREAS,** appropriating from unappropriated will allow proper accounting in the major expenditure object category.

### NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

**Section 1.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following major expenditure object category:

\$6,537.25 51288400 Personal Services \$1,010.00 51288400 Fringe Benefits

Prepared by: Amy S. McCoy

### For Auditor's Office Use Only:

### Section 1.

\$6,537.25	51288400 512010	Salary, Part-Time Employee
\$915.22	51288400 523000	Retirement-PERS
\$94.78	51288400 522000	Medicare

Resolution No. 2025-04.29.c

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding

(Fairfield County Board of Elections)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

# A resolution approving the ODJFS representative to the Area 20/21 Workforce Development Board(WDB)

WHEREAS, ODJFS has presented WIOA Board Member Josh Renison to replace Stephen Carson, the current ODJFS Area 20/21 WDB member; and

**WHEREAS,** the Board of Commissioners is authorized to name the ODJFS representative because the Board of Commissioners (the Economic and Workforce Development Department) is serving as the home county for Area 20/21 administration and is the administrative agent;

## NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

**Section 1.** That the Fairfield County Board of Commissioners hereby appoints Josh Renison to serve on the Area 20/21 WDB:

**Section 2.** That this appointment is effective July 1, 2025 through June 30, 2028

Prepared by: Angel Conrad

Resolution No. 2025-04.29.d

A resolution approving the ODJFS representative to the Area 20/21 Workforce Development Board (WDB)

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

# A resolution approving the Opportunities for Ohioans with Disabilities (OOD) representative to the Workforce Development Board (WDB)

**WHEREAS,** OOD has presented Katie Karwatske to continue to serve on the Area 20/21 WDB; and

**WHEREAS,** the Board of Commissioners is authorized to name the OOD representative because the Board of Commissioners (the Economic and Workforce Development Department) is serving as the home county for the Area 20/21 administration and is the administrative agent;

### NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, FAIRFIELD COUNTY, STATE OF OHIO:

**Section 1.:** That the Fairfield County Board of Commissioners hereby appoints Katie Karwatske to continue to serve on the Area 20/21 WDB:

**Section 2.:** That this appointment is effective July 1, 2025 through June 30, 2028.

Prepared by: Angel Conrad

Resolution No. 2025-04.29.e

A resolution approving the Opportunities for Ohioans with Disabilities (OOD) representative to the Workforce Development Board (WDB)

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for travel reimbursement

**WHEREAS,** additional appropriations are needed in the major expenditure object category for 2024 Motor Vehicle and

**WHEREAS,** appropriate from unappropriated will allow proper accounting in the major expenditure object category.

# NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

**Section 1.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$3,000.00 16202401-Contractual Services

Prepared by: Julie Huggins

cc: Engineer

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for travel reimbursement

### For Auditor's Office Use Only:

16202401-558000 \$3,000.00

Prepared by: Julie Huggins

cc: Engineer

Resolution No. 2025-04.29.f

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for travel reimbursement

(Fairfield County Engineer)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

## A Resolution to Approve the Notice to Commence for the PLE-32 & PLE-33 Bridge Replacements Project

**WHEREAS,** by Resolution on March 25, 2025, this Board of Commissioners awarded a Contract to BUD's, Inc.; 6260 Newark Road; Nashport, Ohio 43830, in the amount of \$698,171.73 for the PLE-32 & PLE-33 Bridge Replacements Project.

**WHEREAS,** Section 1311, Ohio Revised Code requires the Public Authority to prepare a Notice of Commencement prior to commencement of performance, and

**WHEREAS,** the County Engineer is requesting the attached Notice be signed by the President of the Board of Commissioners.

## NOW THEREFORE: BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

**SECTION 1:** that this Board of Commissioners resolves to, and does hereby, authorize its President to sign the required Notice of Commencement in the matter of the PLE-32 & PLE-33 Bridge Replacements Project.

**SECTION 2:** that the Clerk of this Board furnish the County Engineer with a signed copy of the Recorded Resolution for further processing.

Prepared by: Cheryl Downour cc: Engineering Department

2025-04.29.g

NOTICE OF COMMENCEMENT
(Section 1311.04 and 1311.252, Ohio Revised Code)

STATE OF OHIO:

SS

COUNTY OF FAIRFIELD:

Now comes the Board of Commissioners of Fairfield County Ohio by Jeffrey M. Fix, its President, who after being duly cautioned and sworn, states the following in connection with the PLE-32 & PLE-33 Bridge Replacements Project:

- 1. The Public Improvement under construction is the replacement of the PLE-32 bridge and the PLE-33 bridge.
- 2. The name, address, and capacity of the Owner of the real property contracting for the improvement is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
- 3. The name and address of the fee owner of said real property is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
- 4. The name, address, and trade of the principal Contractor is: BUD's, Inc.; 6260 Newark Road; Nashport, Ohio 43830, whose principal trade is that of bridge contractor.

- 5. The fee owner of said property has no designee.
- 6. The date the public authority first executed a contract with the principal Contractor for the public improvement was March 25, 2025.
- 7. There are currently no lending institutions providing financing for this improvement.
- 8. The name and address of the surety on the bond guaranteeing payment of the original Contractor's obligations under the contract for this improvement is Atlantic Specialty Insurane Company; 605 Highway 169 North; Suite 800; Plymouth, MN 55441.
- 9. To Lien Claimants and Subsequent Purchasers: Take notice that labor or work is about to begin on, or materials are about to be furnished for, an improvement to the real estate described in this instrument. A person having a mechanics' lien may preserve the lien by proving a Notice of Furnishing to the above-named designee and his original Contractor, if any, by timely recording an affidavit pursuant to Section 1311.06 of the Ohio Revised Code. A copy of this notice may be obtained upon making a written request by certified mail to the above-named owner, part owner, lessee, designee, or the person with whom you have contracted.
- 10. The name and address of the person preparing this notice is Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

11. The foregoing information is true and accurate to the best of m knowledge and belief.
12. Further affiant sayeth naught.
Jeffrey M. Fix The Board of Commissioners of Fairfield County Ohio, Affiant
Be it remembered, that on this day of, 2025, before methe subscriber, a notary public, in and for said state, personally came Jeffrey M. Fix, President of the Board of Commissioners of Fairfield County Ohio, affiant in the foregoing Affidavit, who acknowledge that signing thereof to be his individual voluntary act and deed and the voluntary act and deed of the Board of Commissioners of Fairfield County Ohio.  In testimony thereof, I have hereunto subscribed my name and affixed my seal on this day an year aforesaid.
Notary Public – State of Ohio

Resolution No. 2025-04.29.g

A Resolution to Approve the Notice to Commence for the PLE-32 & PLE-33 Bridge Replacements Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

A Resolution to Approve the Contract with BUD's, Inc. for the PLE-32 & PLE-33 Bridge Replacements Project.

**WHEREAS,** on March 25, 2025, this Board of Commissioners awarded the Bid for the PLE-32 & PLE-33 Bridge Replacements Project to BUD's, Inc. for \$698,171.73, and

**WHEREAS,** since the Contract Materials are in order and this Contract Agreement has been approved by the Fairfield County Prosecutor, the County Engineer recommends that this Board of Commissioners sign this Resolution and the Contract Agreement with BUD's, Inc..

## NOW THEREFORE: BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

**SECTION 1:** that this Board of Commissioners approves the PLE-32 & PLE-33 Bridge Replacements Project Contract with BUD's, Inc. for \$698,171.73 by signing the Contract Agreement and this Resolution for this project to proceed.

**SECTION 2:** that the Clerk of this Board furnish the County Engineer with the Contract Agreement and Resolution for further processing.

Prepared by: Cheryl Downour cc: Engineering Department

#### CONTRACT

This Contract, made this	day	of			, 202	5, be	twee	n the Fairfi	eld County
Commissioners, hereinafter called	the	Owner,	and	BUD's,	Inc.	and	its	successors,	executors,
administrators and assigns, hereinafte									,

WITNESSETH: That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I: Scope of the Work - The Contractor shall perform within the time stipulated, the Contract as herein defined of which this agreement is a component part and everything required to be performed and shall provide and furnish any and all of the labor and materials together with all tools, equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all the work covered by the Contract in connection with the Owner's Project identified as: PLE-32 & PLE-33 Bridge Replacements Project in strict conformity with the Proposal, Plans, and Specifications including any and all Addenda issued by the Owner with the other Contract Documents.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished by the Contractor and the Contract performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II: Unit Prices - The Owner shall pay to the Contractor, as full consideration for performance of the Contract, an amount computed upon the basis of the Quantity of work actually performed at the unit price bids in the Proposal Form.

It is understood that the quantities stated for the unit price bids are approximate only and are subject to either increase or decrease; and should the quantity of any item of the unit price work be increased, the Contractor shall perform the additional work at the unit price bid in the Proposal, and should the quantity be decreased, payment will be made on actual quantities completed at the unit price bid in the Proposal, and the Contractor will make no claim for anticipated profits for any decrease in quantities. Actual quantities will be determined upon completion of the work.

ARTICLE III: Performance Bond - The Contractor shall furnish an acceptable Performance Bond in the amount of One Hundred Percent (100%) of the amount Bid at the time of signing of this Contract.

ARTICLE IV: Prevailing Wage - The Contractor shall pay the Prevailing Wage on this Contract and in accordance with all Prevailing Wage Laws in this area.

ARTICLE V: Failure to Complete on Time - If the Contractor fails to complete the work within the time allowed, not to commence prior to June 2, 2025 and must be completed not later than October 10, 2025 as outlined in Section 6 of the General Specifications, the Owner for each Calendar Day that any work shall remain uncompleted after the Contract completion date shall charge liquidated damages, from money due the Contractor, per the State of Ohio Department of Transportation Construction and Material Specifications Book specified in the General Specifications document included with this contract. The Owner may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the Public.

ARTICLE VI: The Contractor covenants and agrees that this Contract shall consist of the documents as listed below which are attached hereto, incorporated herein by reference and made a part hereof:

The Contract The Construction Plans The Bid Proposal General Specifications Performance and Payment Bond Non-Collusion Affidavit Certificates Experience Record Affidavit of Personal Property Tax Liability Affidavit of Lien Release Anti-Alcohol/Drug Policy **General Conditions** Prevailing Wage Determination Request for Taxpayer ID Number and Certification (W-9) Specifications/Location Plans State of Ohio EEO Requirements & Bid Conditions

ARTICLE VII: In consideration of the premises and in accordance with the provisions of Article 30 of the General Conditions, the Owner agrees to pay to the Contractor the appropriate sum of six hundred ninety-eight thousand, one hundred seventy-one dollars & 73/100 (\$698,171.73) of which, \$493,607.41 is grant money from the Ohio Public Works Commission and shall be paid directly to the Contractor by the Ohio Public Works Commission, and \$204,564.32 shall be paid by the Fairfield County Engineer as stipulated in the grant agreement (Fairfield County, code 045-00045) and approved by the Ohio Public Works Commission. Final payment shall be upon completion of PLE-32 & PLE-33 Bridge Replacements Project after inspection and acceptance by the Owner.

ARTICLE VIII: The Contractor further covenants and agrees that he shall give the Owner no less than forty-eight (48) hours (working days - County calendar) written notice of occupying the construction site necessitating road closure. Notice to proceed shall be the date of receipt of the Contract signed by the County Commissioners.

The Contractor further covenants and agrees that in the hiring of employees for the performance of work under this Contract or any subcontract, no Contractor or Subcontractor or any person acting on his behalf, shall, by reason of race, creed, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, and, further, that no Contractor, Subcontractor, nor any person acting on his behalf, shall, in any manner discriminate against or intimidate the employee hired for the performance of work under this Contract on account of race, creed or color.

ARTICLE IX: Both parties hereto agree that the provisions of Chapter 4115, Ohio Revised Code, and RELATED SECTIONS, shall be complied with, in all respects under this Contract.

IN WITNESS WHEREOF: The parties hereto have caused their names to be affixed by their duly authorized officers and caused their corporate seals to be affixed hereto.

**OWNER: FAIRFIELD COUNTY COMMISSIONERS** 

BY:

Jeffrey M. Fix President	Steven A. Davis Commissioner	David L. Levacy Commissioner
CONTRACTOR:	BUDS, Inc.	
BY (signature):	Brandum Scot	t
BY (print name):	Brandie M. Scott	
ADDRESS:	6860 Newark Rd.	
	Nashport OH	43830
TELEPHONE:	740-297-8729	
FAX:	740-297-8731	
E-MAIL:	diane@budsir	1084.com

### CERTIFICATES

The hereto attached Perf	ormance and Payment Bond being, 2025.	good and sufficient is accepted this
FAIRFIELD COUNTY BOARD OF COMMISSIONERS:		
Jeffrey M. Fix President	Steven A. Davis Commissioner	David L. Levacy Commissioner
	CERTIFICATE OF COUNTY A	UDITOR
Vehicle Fund and/or 1/2-1	mill Levy Fund, in the amount of authorized or directed for the PLE	process of collection from the Motor f \$698,171.73. This figure has been E-32 & PLE-33 Bridge Replacements
Local Share: \$204,564.	OPWC Grant Share \$493,	607.41 TOTAL: \$698,171.73
	Carrio	1. Brown
Dated at Lancaster, Ohio.	Carri L. Brown Fairfield County	Auditor
CE	RTIFICATE OF PROSECUTING	ATTORNEY
I HEREBY APPROVE th	Grand Control of the	ompson cuting Attorney

Resolution No. 2025-04.29.h

A Resolution to Approve the Contract with BUD's, Inc. for the PLE-32 & PLE-33 Bridge Replacements Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

A resolution to approve an agreement to cooperate with the Director of Transportation.

**WHEREAS,** the Ohio Department of Transportation will construct a roundabout at the intersection of State Route 158 and Coonpath Road (CR31); and

**WHEREAS,** the Director of Transportation is requesting the cooperation of Fairfield County with the construction of said roundabout; and

**WHEREAS**, due to the reconfiguration of the intersection of State Route 158 and Coonpath Road, a cooperation agreement is needed to outline the responsibilities for each roadway; and

**WHEREAS,** the Fairfield County Engineer is recommending that this Board of County Commissioners sign this Resolution and the Agreement to Cooperate with the Director of Transportation.

NOW THEREFORE: BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

**SECTION 1:** that this Board of Commissioners resolves to approve and sign the attached Agreement to Cooperate with the Director of Transportation for the construction of a roundabout at the intersection of State Route 158 and Coonpath Road (CR31).

**SECTION 2:** that the Clerk of this Board furnish the County Engineer with a copy of the signed Agreement to Cooperate with the Director of Transportation for further action.

Prepared by: Cheryl Downour

cc: Engineering Office

# RESOLUTION OF COUNTY COMMISSIONERS AGREEING TO COOPERATE WITH THE DIRECTOR OF TRANSPORTATION

(Chapter 5521 Ohio Revised Code)

RES publ RES	moved the adoption of the following resolutions: BE IT OLVED, by the Board of Commissioners of Fairfield County, Ohio, that WHEREAS, the ic interest demands the improvement hereinafter described, therefore, BE IT OLVED, that the public interest demands the construction of that part of <u>State Route 158 Coonpath Road</u> situated in the County of Fairfield County, State of Ohio, and described as ws:
Roun	dabout to be installed at the intersection of State Route 158 and Coonpath Road
prov the I	T FURTHER RESOLVED, that the Commissioners of Fairfield County, Ohio, under the isions of Chapter 5521 of the Revised Code of Ohio does hereby agree to cooperate with Director of Transportation hereinafter referred to as the STATE, in said improvement in ollowing ways and extent:
SEC	TION I
	County consents to the use of county and township rights-of-way and agree to vacate or alter county and township highways as follows:
<b>A.</b>	Consent to the use of county and township highway right-of-way for state highway purposes in conjunction with improvements to the following local roadways:

**B.** Consent to the relocation and/or alteration of county and township highways as required by said improvements, as follows:

Coonpath Road

Agree to alter Coonpath Road by installing a roundabout at the intersection with State Route 158. Work on Coonpath Road will begin approximately 450 feet west of the existing intersection and end approximately 350 feet east of the existing intersection.

#### **SECTION II**

The County agrees to maintain reconstructed or relocated county and township highways, to wit:

**A.** Maintain relocated and/or altered county or township highways, as follows:

The **STATE** will maintain and preserve the roundabout including the portions on Coonpath Road. This preservation maintenance will include the pavement, pavement markings, center islands, splitter islands, curb and gutter to the end of the gore pavement markings installed with this project on Coonpath Road. The limits of this preservation maintenance area are presented in Appendix A. The **STATE** will also be responsible for the roundabout signage.

The **County** will be responsible for vegetation management, other than in the center islands, and for snow and ice operations of all portions of Coonpath Road including the areas of Coonpath Road on approaches to the roundabout. The limits of the operational maintenance to be completed by the County are shown in Appendix B. The County will be responsible for all maintenance and permitting of Coonpath Road west and east of the areas discussed in the previous paragraph.

#### SECTION III

#### General

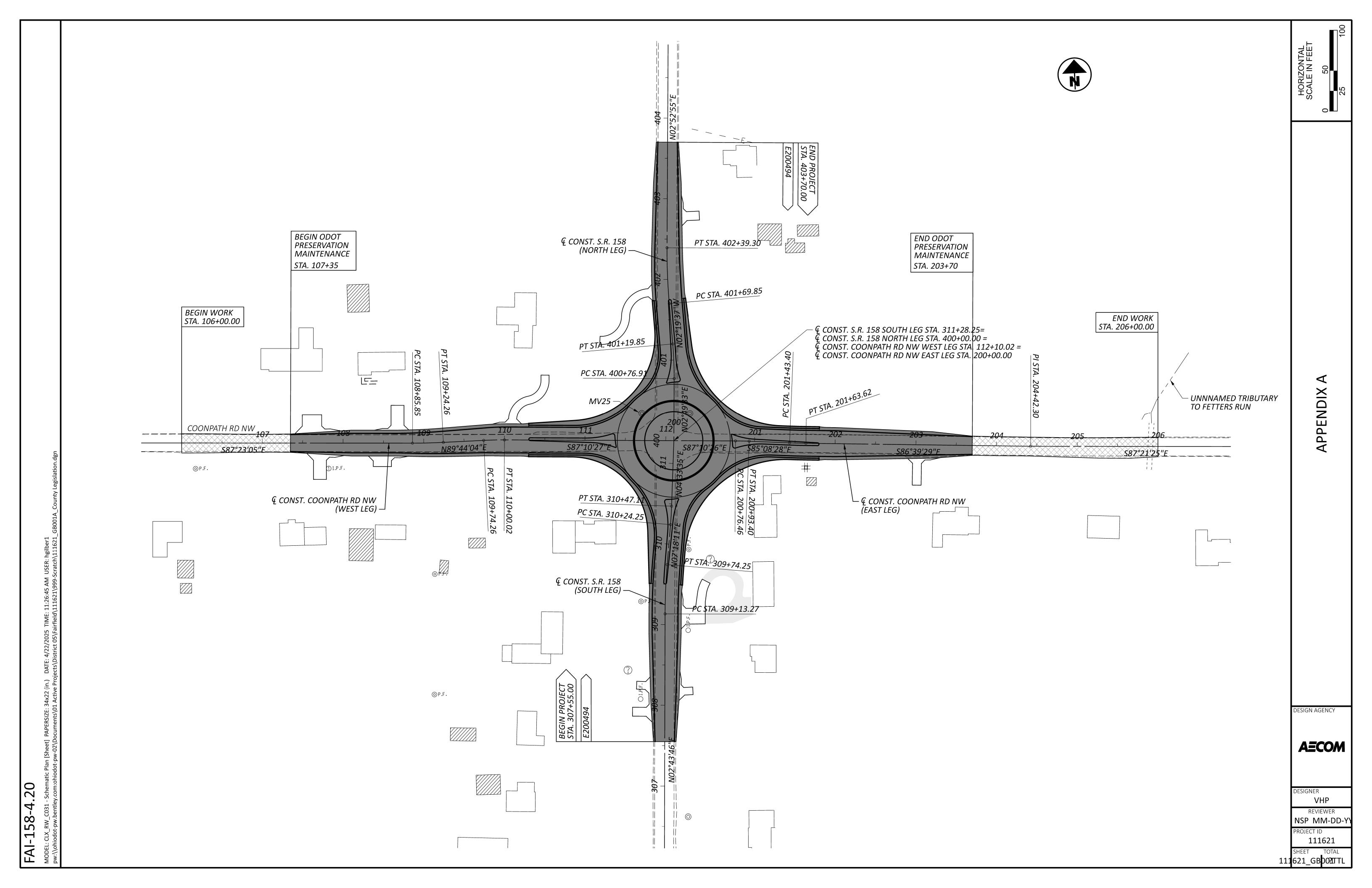
1. The **COUNTY** and **STATE** will assume the responsibility of performing maintenance of all altered county and township highways, including traveled lanes, shoulders, slopes and ditches, inclusive of snow removal as discussed in Section II.

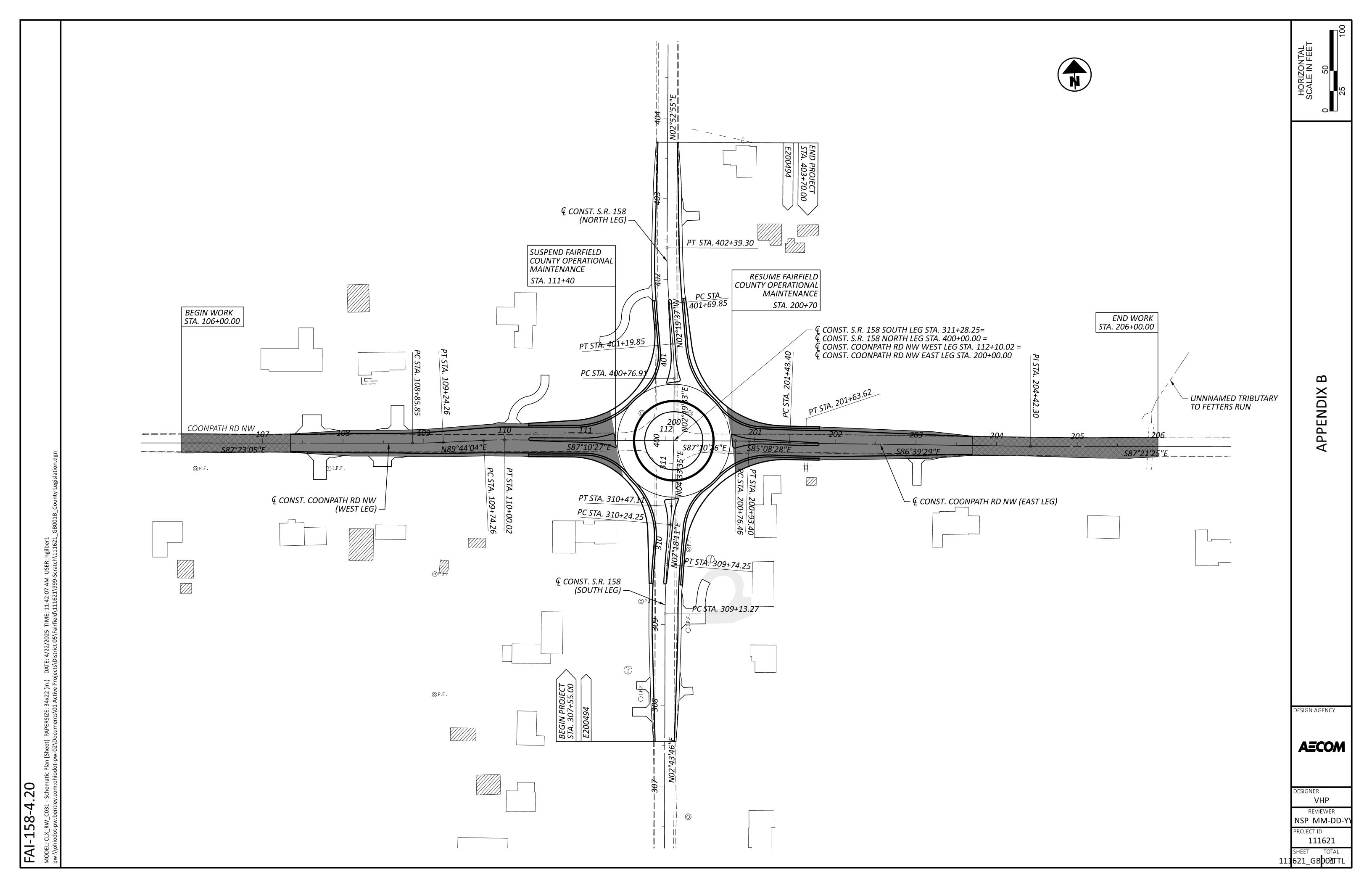
It is understood that any compensation and damages, legally due any property owners abutting the portion of the highway to be closed, shall be paid by the **STATE** during acquisition of the right-of-way for the state highway improvement and pursuant to procedures provided by law relating to the **STATE**.

It is further understood that said improvements of county and township highways and access, frontage and service roads will be built to state standard specifications.

Thereupon Mr.		SC	econded the said
motion and upon the roll being called	the result of the vote was	as follows:	
		<u>Fairfield</u>	_ County, Ohio
The State of Ohio, County ofCommissioners.		Office of the l	Board of County
This is to certify that I have compare thereof, found in the record of the professional country. Country, Ohio which country the country of the professional country.	oceedings of the Board of n resolution was duly pas	County Comm	nissioners of said Board of County
Commissioners on the day of correct copy of the record of said resoluthereon.			
I further certify that said resolution and is recorded in the Journal of said Board at page and under on the control of the said resolution and	of County Commissioners	in Vol	
In witness, Whereof, I have hereunto se			
County, Ohio	Clerk, Board	of Commissio	ners of Fairfield
***********	*********	******	******
		AND APPRO' ATE OF OHI	
ATTEST:		Date	

Director, Department of Transportation





# **ROUTING FORM FOR CONTRACTS**

Name and Ti	itle	
igned this _	day of	, 20
5.	Executed Ohio Law Acknowledgment Form	
4.	Obtained 3 quotes for purchases under \$77, Purchase Order is included with Agreement	
-	Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a> )	required under R.C. 9.24 (search via "Certified
1. [ i 2. [	interest in this contract OR such interest has been	ember, or employee's business associate has an en disclosed and reviewed by the Prosecutor's Off
H. Com	pliance with Fairfield County Board of Commi	
G. Agre	eement not subject to Sections A-F (explain):	
ć	authority or explain why matter is exempt from	competitive bidding)
6. [ 7. [	Sole Source (attach documentation as to wh Other:	y contract is sole source) (cite to
4. [ 5. [	Emergency (Follow procedure under ORC 3	07.86(A))
3.	ODOT Term #: (See R.C. 5513 Professional Services (See the list of exempt	.01)
1. [ 2. [	Under \$77,250.00 State Term #: (copy of State T	erm Contract must be attached)
. The	subject matter was exempt from competitive se	lection for the following reason(s):
. Cour	nty Road Improvement/Construction—compet	itively selected pursuant to R.C. 5555.61
	nitect/Engineer design services for public impro lifications process pursuant to R.C. 153.65-153.7	
C. Publ	ic Improvement contracts—competitively selec	ted pursuant to R.C. 153.08-153.12
	ds and/or Services in excess of \$77,250.00—comuant to R.C. 307.862	petitively selected via a Request for Proposals,
	ds and/or Services in excess of \$77,250.00—comuant to R.C. 307.86-307.92	petitively selected via an Invitation to Bid,

Rev. 03-31-25 Eff. 04-09-25 to 12-31-25

# Prosecutor's Approval Page

Resolution No.

A resolution to approve an agreement to cooperate with the Director of Transportation.

(Fairfield County Engineer)

Approved as to form on 4/25/2025 1:48:51 PM by Amy Brown-Thompson,

Amy Brown-Thompson Prosecutor's Office Fairfield County, Ohio

Amy Brown Manpson

Resolution No. 2025-04.29.i

A resolution to approve an agreement to cooperate with the Director of Transportation.

(Fairfield County Engineer)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK

2025-04.29.j

A resolution to approve an agreement to cooperate with the Director of Transportation.

**WHEREAS,** the Ohio Department of Transportation will construct a roundabout at the intersection of State Route 204 and Tollgate Road (TR225); and

**WHEREAS,** the Director of Transportation is requesting the cooperation of Fairfield County with the construction of said roundabout; and

**WHEREAS**, due to the reconfiguration of the intersection of State Route 204 and Tollgate Road, a cooperation agreement is needed to outline the responsibilities for each roadway; and

**WHEREAS,** the Fairfield County Engineer is recommending that this Board of County Commissioners sign this Resolution and the Agreement to Cooperate with the Director of Transportation.

NOW THEREFORE: BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

**SECTION 1:** that this Board of Commissioners resolves to approve and sign the attached Agreement to Cooperate with the Director of Transportation for the construction of a roundabout at the intersection of State Route 204 and Tollgate Road (TR225).

**SECTION 2:** that the Clerk of this Board furnish the County Engineer with a copy of the signed Agreement to Cooperate with the Director of Transportation for further action.

Prepared by: Cheryl Downour

cc: Engineering Office

# RESOLUTION OF COUNTY COMMISSIONERS AGREEING TO COOPERATE WITH THE DIRECTOR OF TRANSPORTATION

(Chapter 5521 Ohio Revised Code)

Mr.	moved the adoption of the following resolutions: BE IT
RES	OLVED, by the Board of Commissioners of Fairfield County, Ohio, that WHEREAS, the
publ	lic interest demands the improvement hereinafter described, therefore, BE IT
RES	OLVED, that the public interest demands the construction of that part of <u>State Route 204</u>
and	Tollgate Road situated in the County of Fairfield County, State of Ohio, and described as
follo	ws:
Rour	ndabout to be installed at the intersection of State Route 204 and Tollgate Road
	T FURTHER RESOLVED, that the Commissioners of Fairfield County, Ohio, under the visions of Chapter 5521 of the Revised Code of Ohio does hereby agree to cooperate with
	Director of Transportation hereinafter referred to as the STATE, in said improvement in following ways and extent:
the i	onowing ways and extent.
SEC	TION I
	County consents to the use of county and township rights-of-way and agree to vacate or alter county and township highways as follows:
<b>A.</b>	Consent to the use of county and township highway right-of-way for state highway purposes in conjunction with improvements to the following local roadways:

Tollgate Road

**B.** Consent to the relocation and/or alteration of county and township highways as required by said improvements, as follows:

Agree to alter Tollgate Road by installing a roundabout at the intersection with State Route 204. Work on Tollgate Road will begin approximately 500 feet south of the existing intersection and end approximately 450 feet north of the existing intersection.

### **SECTION II**

The County agrees to maintain reconstructed or relocated county and township highways, to wit:

**A.** Maintain relocated and/or altered county or township highways, as follows:

The **STATE** will maintain and preserve the roundabout including the portions on Tollgate Road. This preservation maintenance will include the pavement, pavement markings, center islands, splitter islands, curb and gutter to the end of the gore pavement markings installed with this project on Tollgate Road. The limits of this preservation maintenance area are presented in Appendix A. The **STATE** will also be responsible for the roundabout signage.

The **County** will be responsible for vegetation management, other than in the center islands, and for snow and ice operations of all portions of Tollgate Road including the areas of Tollgate Road on approaches to the roundabout. The limits of the operational maintenance to be completed by the County are shown in Appendix B. The County will be responsible for all maintenance and permitting of Tollgate Road west and east of the areas discussed in the previous paragraph.

### **SECTION III**

# General

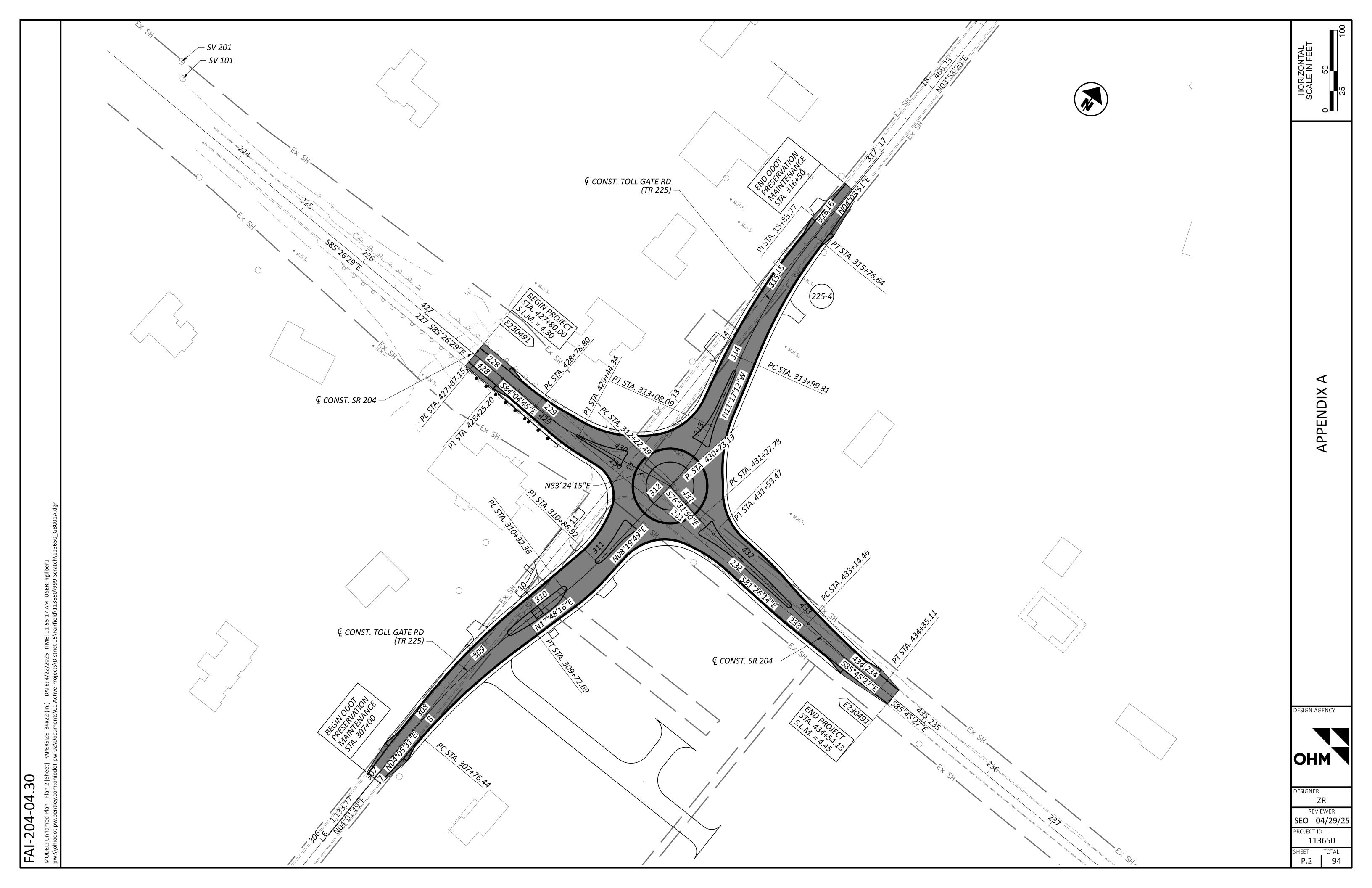
1. The **COUNTY** and **STATE** will assume the responsibility of performing maintenance of all altered county and township highways, including traveled lanes, shoulders, slopes and ditches, inclusive of snow removal as discussed in Section II.

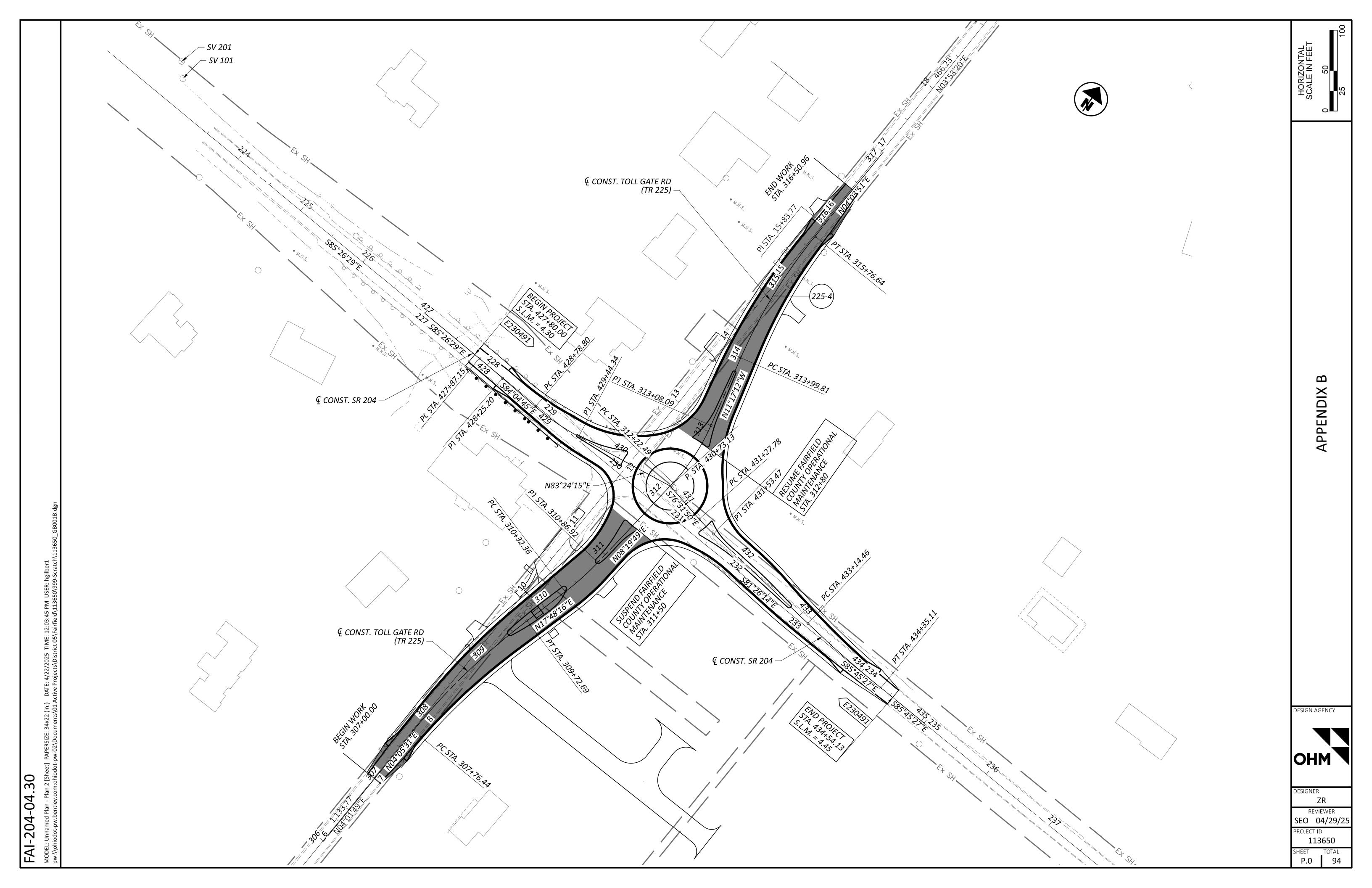
It is understood that any compensation and damages, legally due any property owners abutting the portion of the highway to be closed, shall be paid by the **STATE** during acquisition of the right-of-way for the state highway improvement and pursuant to procedures provided by law relating to the **STATE**.

It is further understood that said improvements of county and township highways and access, frontage and service roads will be built to state standard specifications.

Thereupon Mr.		SC	econded the said
motion and upon the roll being called	the result of the vote was	as follows:	
		<u>Fairfield</u>	_ County, Ohio
The State of Ohio, County ofCommissioners.		Office of the l	Board of County
This is to certify that I have compare thereof, found in the record of the professional country. Country, Ohio which country the country of the professional country.	oceedings of the Board of n resolution was duly pas	County Comm	nissioners of said Board of County
Commissioners on the day of correct copy of the record of said resoluthereon.			
I further certify that said resolution and is recorded in the Journal of said Board at page and under on the control of the said resolution and	of County Commissioners	in Vol	
In witness, Whereof, I have hereunto se			
County, Ohio	Clerk, Board	of Commissio	ners of Fairfield
***********	*********	******	******
		AND APPRO' ATE OF OHI	
ATTEST:		Date	

Director, Department of Transportation





# **ROUTING FORM FOR CONTRACTS**

F.	pursuant to R.C. 307.86-307.92  B. Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862  C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12  D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72  E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61  F. The subject matter was exempt from competitive selection for the following reason(s):  1. Under \$77,250.00  2. State Term #: (copy of State Term Contract must be attached)  3. ODOT Term #: (See R.C. 5513.01)  4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)  5. Emergency (Follow procedure under ORC 307.86(A))  6. Sole Source (attach documentation as to why contract is sole source)  7. Other: (cite to authority or explain why matter is exempt from competitive bidding)  G. Agreement not subject to Sections A-F (explain): (cite to authority or explain why matter is exempt from competitive bidding)  G. Agreement not subject to Sections A-F (explain): (cite to authority or explain why matter is exempt from competitive bidding)  G. Magreement not subject to Sections A-F (explain): (cite to authority or explain why matter is exempt from competitive bidding)  G. Magreement not subject to Sections A-F (explain): (cite to authority or explain why matter is exempt from competitive bidding)  G. Magreement not subject to Sections A-F (explain): (cite to authority or explain why matter is exempt from competitive bidding)  G. Magreement not subject to Sections A-F (explain): (cite to authority or explain why matter is exempt from competitive bidding)  G. Magreement not subject to Sections A-F (explain): (cite to authority or explain why matter is exempt from competitive bidding)  G. Magreement not subject to Sections A-F (explain): (cite to authority or explain why matter is exempt from competitive bidding	•	mplied with the competitive selection process, as ions as outlined on this form, by selecting the app	•
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F.	F.			nents—selected through the Request for
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5. Executed Ohio Law Acknowledgment Form (ORC 307.901)  Signed this day of, 20	5. Executed Ohio Law Acknowledgment Form (ORC 307.901)  Signed this, 20  Name and Title	inte 2.	erest in this contract OR such interest has been d No Finding for Recovery against Vendor as requarch" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a> ) Obtained 3 quotes for purchases under \$77,250	lisclosed and reviewed by the Prosecutor's Officuired under R.C. 9.24 (search via "Certified
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Name and Title				_
	* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for		2	

Rev. 03-31-25 Eff. 04-09-25 to 12-31-25

# Prosecutor's Approval Page

Resolution No.

A resolution to approve an agreement to cooperate with the Director of Transportation.

(Fairfield County Engineer)

Approved as to form on 4/25/2025 1:57:25 PM by Amy Brown-Thompson,

Amy Brown-Thompson Prosecutor's Office Fairfield County, Ohio

Amy Brown Manpson

Resolution No. 2025-04.29.j

A resolution to approve an agreement to cooperate with the Director of Transportation.

(Fairfield County Engineer)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK

A Resolution Authorizing the Approval of a Lease Agreement with Lancaster-Fairfield Community Action Agency for office space at The Tussing Road Government Services Center

**WHEREAS,** The Board of County Commissioners own the Tussing Road Government Services Office in Pickerington; and

**WHEREAS,** Lancaster-Fairfield Community Action Agency would like to lease office space in the Pickerington area; and

**WHEREAS,** this agreement details the terms and conditions for the leasing of office space located in the Government Services Office; and

**WHEREAS,** the Fairfield County Facilities Director recommend that the lease for the property located at 11050 Tussing Rd, Pickerington OH 43147, County of Fairfield, State of Ohio, be approved as such; and

**WHEREAS,** the proposed lease agreement has been approved by the County Prosecutor as to form.

# NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

**Section 1**. The Board of County Commissioners approves the attached Lease Agreement with Lancaster-Fairfield Community Action Agency, as the lessee of the office space at 11050 Tussing Rd, Pickerington OH 43147, County of Fairfield, State of Ohio, and authorizes the president of the Commission to sign the agreement.

### LEASE AGREEMENT

By this agreement made and entered into on	, between the
Fairfield County Commissioners, as lessor, and Lancaster-Fairfield Community A	ction Agency,
as lessee, lessor agrees to lease to lessee the following premises situated at 110	050 Tussing Rd,
Pickerington OH 43147, County of Fairfield, State of Ohio, as depicted in the at	tached Exhibit
A ,together with all the appurtenances, for a term of 1 year, to commence or	າ June 1, 2025,
and to end on May 31, 2026 at 11:59 p.m., and lessee covenants and agrees to	o pay lessor ar
annual rental of \$5,250 as follows: \$437.50 per month (calculated by 375 sq	ft x 14.00\$per/
sqft) The first payment due on or before June 1, 2025, and subsequent paym day of each succeeding month.	ents on the 1s

It is further understood and agreed between the parties as follows:

# Section I. Peaceful Enjoyment

Lessor covenants that, on paying the rent and performing the covenants contained in this agreement, lessee shall and may peaceably and quietly have, hold, and enjoy the premises for the agreed term.

## Section II. Use and Occupancy

Lessee shall use the leased premises exclusively for business purposes, and shall not, without lessor's consent, assign this lease, or let or underlet the whole or any part of the leased premises, or make any alterations.

# **Section III. Liability for Abandoning Premises**

If the leased premises, or any part of the premises, are vacant during the term of this lease, lessor may, on giving 30 days' written notice to lessee, declare this lease forfeited and shall, in that event, make reasonable efforts to relet the premises. Lessee shall be liable to lessor for all damages suffered by lessor by reason of the forfeiture. Damages shall include, but shall not be limited to, the following: (1) all actual damages suffered by lessor, until the property is relet, including reasonable expenses incurred in reletting or in attempting to relet; and (2) the difference between the rent received when the property is relet and the rent reserved under this lease.

Until the premises are relet, lessee agrees to pay to lessor, on the same days as rental payments are due under this lease, the actual damages suffered by lessor since the last payment, either of rent or damages, was made. After the premises are relet, lessee agrees to pay to lessor, on the last day of each rental period, the difference between the rent received for the period from reletting and the rent reserved under this lease for that period.

### Section IV. Utilities

Lessor shall be liable for payment of all real property taxes, utility costs and common area maintenance assessed against the leased premises and Lessee shall pay the costs for data and telephone services as desired.

### Section V. Hazardous Materials

### Section VII. Repairs by Lessee

In the event of damage beyond normal wear and tear, due to or resulting from the fault or negligence of lessee or lessee's agents, employees, invitees, or visitors, the damage shall be repaired by and at the expense of lessee under the direction and supervision of lessor.

# Section VIII. Lessor's Right of Entry for Inspection and Repairs

Lessor agrees to put the leased premises in good order and condition before giving possession to lessee, and lessor or lessor's agents shall have the right to enter the leased premises, or any part of the premises, at all reasonable hours with reasonable notice to lessee during the term of the lease for the purpose of inspection or of making repairs or alterations as are necessary for the preservation of the premises in safe condition.

## Section XIV. Effect of Loss or Destruction of Premises

If the leased premises become totally untenantable after a casualty loss by fire, smoke, hail, explosion, earthquake, or other casualty, and if the casualty loss is not due to the negligence or fault of the lessee, either lessor or lessee may terminate the rental agreement at any time prior to completion of repairs by giving written notice to the other. In the event of termination, the lessee shall only be entitled to a pro rata refund of rent from date of move-out and a refund of any security deposit as required by law.

## Section XV. Surrender of Possession at Termination of Lease

At the expiration of the lease term, lessee shall leave and surrender the premises in as good state and condition as they were in at the commencement of the term, reasonable use and wear of the premises and damages by the elements excepted.

### Section XVI. Default in Rent Payment

Upon any default in the payment of rent, or any part of the rent, at the times specified, or upon any default in the performance of any other covenants or agreements contained in this agreement, the lease, and the relation of landlord and tenant, at the option of lessor, shall cease and terminate.

# Section XVII. Termination by Lessor

If Lessor determines during the term of the lease that the Premises will be used for a purpose to better serve the Lessor's needs, Lessor reserves the right to terminate the Lease. If Lessor exercises its option to terminate under this section, it will give Lessee 90 days notice in writing of its intent to terminate the Lease. Lessee shall be required to wrap up its operations and vacate the Premises prior to the 90 day notice expiring.

# Section XVIII. Binding Effect on Successors and Assigns

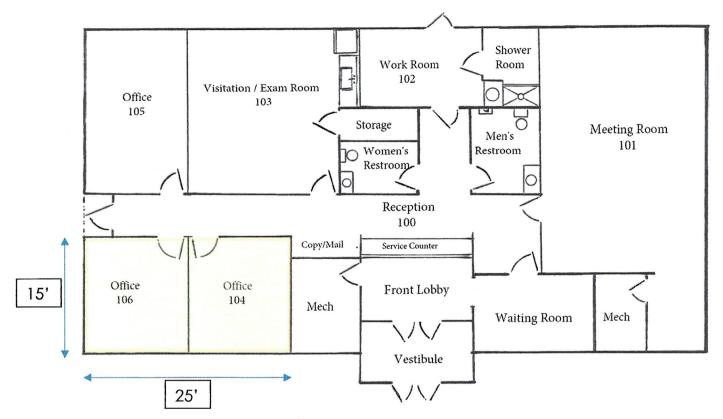
The covenants and conditions contained in this agreement shall apply to and bind the heirs, executors, and legal representatives of the parties to this lease, and all covenants shall be construed as conditions.

# Section XIX. Compliance with Rules and Regulations

This lease is executed at Fairfield County, Ohio.
LESSOR:
Fairfield County Board of Commissioners
Name:
Title:
Date:
LESSEE:
Lancaster-Fairfield Community Action Agency
Date: 4/19/2025

Exhibit A

# Leased Space: 375 square feet Offices 106 and 104



# TUSSING GOVERNMENT SERVICES BUILDING PLAN

11050 Tussing Road

# **ROUTING FORM FOR CONTRACTS**

1. The su	bject matter was exempt from Under \$77,250.00	competitive selectio	n for the following reason(	(s):
2	State Term #:	(See R.C. 5513.01) e list of exempted ocre under ORC 307.86 station as to why con-	cupations/services under I (A)) tract is sole source)	R.C. 307.86) (cite to
G. Agreer	ment not subject to Sections A	-F (explain):		
_ ·	iance with Fairfield County B			
	No County employee emplo	vee's family member	r, or employee's business a	ssociate has an
int <b>2.</b> Sea <b>3.</b> San	erest in this contract OR such No Finding for Recovery agarch" on <a href="http://ffr.ohioaudito">http://ffr.ohioaudito</a> Obtained 3 quotes for purch Purchase Order is included v	interest has been dis iinst Vendor as requi r.gov/) ases under \$77,250.0 vith Agreement	sclosed and reviewed by the red under R.C. 9.24 (search	e Prosecutor's Offic

Rev. 03-31-25 Eff. 04-09-25 to 12-31-25

# Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Lease Agreement with Lancaster-Fairfield Community Action Agency for office space at The Tussing Road Government Services Center

(Fairfield County Facilities)

Approved as to form on 4/22/2025 9:55:26 AM by Amy Brown-Thompson,

Amy Brown-Thompson Prosecutor's Office

Any Brown Manpson

Fairfield County, Ohio

Resolution No. 2025-04.29.k

A Resolution Authorizing the Approval of a Lease Agreement with Lancaster-Fairfield Community Action Agency for office space at The Tussing Road Government Services Center

(Fairfield County Facilities)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK

A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

**WHEREAS,** FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

# NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

71700300- 434410 Reimbursement - \$32.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$32.00

Prepared by:

cc: Jamie Ehorn, Fairfield County Health Department

Resolution No. 2025-04.29.1

A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

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Prepared by:

cc: Jamie Ehorn, Fairfield County Health Department

Resolution No. 2025-04.29.m

A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK

# A Resolution to Appropriate from Unappropriated Funds for the Fairfield County Law Library Resources Board (Fund 2761)[Law Library]

**WHEREAS,** the Fairfield County Law Library Resources Board (Fund 2761) has been awarded a grant from the State Law Library Consortium; and

**WHEREAS,** the grant money has been received and, therefore, it is necessary to appropriate from unappropriated funds in order to use the money for the Law Library; and

# NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

**Section 1.** Appropriate from unappropriated funds \$1,275.00 to 12276112 Capital Outlay.

# For Auditor's Office Use Only:

**Section 1.** Appropriate from unappropriated funds:

\$1,275.00 to 12276112 Capital Outlay

Prepared by: Gail Beck

# For Auditor's Office Use Only:

**Section 1.** Appropriate from unappropriated funds:

\$1,275.00 to 12276112 574410

**Section 2.** Issue an Amended Certificate and increase revenue line in Fund 2761 – Law Library \$1,275.00.

**Section 3.** Update the receipt line item 12276112 433400 in the amount of \$1,275.00.

Resolution No. 2025-04.29.n

A Resolution to Appropriate from Unappropriated Funds for the Fairfield County Law Library Resources Board (Fund 2761)[Law Library]

(Fairfield County Law Library)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK

# A resolution to approve Final Acceptance of the Spring Creek Subdivision Section 3-1B Public Improvements [Regional Planning]

**WHEREAS,** the developer of the Spring Creek subdivision, Violet Township, has completed the public improvements in accordance with the approved construction drawings for Section 3-1B; and

**WHEREAS**, the county review agencies have confirmed that the public improvements have been completed and are satisfactory.

# NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

**Section 1.** That this Board hereby grants Final Acceptance of the public improvements for the Spring Creek subdivision for Section 3-1B.

Prepared by: Joshua Hillberry

cc: Regional Planning

Resolution No. 2025-04.29.o

A resolution to approve Final Acceptance of the Spring Creek Subdivision Section 3-1B Public Improvements

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

**WHEREAS,** departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

**WHEREAS,** the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date May 1, 2025.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, FAIRFIELD COUNTY, STATE OF OHIO:

**Section 1.** That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance

cc: Finance Office

# **FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT**

# Department

	Check				Invoice				
Check #	Date	Vend #	Vendor Name	Invoice #	Date	PO#	Warrant	Line Item Description	Amount
1200 - CO	OMMISSION	IERS AD	MIN						
	FUND: 10	01 - GEN	IERAL FUND						
1590102	5/1/2025	80132	AUNDREA N CORDLE	4/2025	4/1/2025	341	C0429	MONTHLY CELL PHONE STIPEND 4/2025	60.00
1590102	5/1/2025	80132	AUNDREA N CORDLE	4/21/25	4/21/2025	342	C0429	CCAO LEGISLATIVE UPDATE & OHPELRA BOARD MTG	98.42
1590103	5/1/2025	82133	JEFF PORTER	4/2025	4/1/2025	417	C0429	MONTHLY CELL PHONE STIPEND 4/2025	60.00
1590103	5/1/2025	82133	JEFF PORTER	4/21/25	4/21/2025	419	C0429	USA SWAG - TOP WORK PLACE WINDOW CLINGS	313.85
								TOTAL: COMMISSIONERS ADMIN	532.27

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# **FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT**

# Department

Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO#	Warrant	Line Item Description	Amount
1600 - EN	GINEER-A	DMIN							
	FUND: 20	24 - MOT	OR VEHICLE						
5426122	5/1/2025	16102	PAVEMENT MAINTENANCE SYSTEMS, LLC	PAYMENT #1	3/13/2025	24005266	6 C0429	2024 FAIRFIELD COUNTY MICROSURFACING	728,350.62
								TOTAL: ENGINEER-ADMIN	728,350.62
								Summary Total for this report:	728,882.89

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# FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$532.27
1600 - ENGINEER-ADMIN	\$728,350.62
Summary Total For This Report:	\$728,882.89
Commissioner Steven A. Davis	
Commissioner Jeffery M Fix	
Commissioner David L Levacy	

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Resolution No. 2025-04.29.p

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK









