

**OPTION TO PURCHASE REAL ESTATE
Amended**

WHEREAS, Robert Hogrefe, et. al. gave to the City of Napoleon, Ohio, for adequate consideration, a certain Option to Purchase Real Estate, dated March 18, 2002; and,

WHEREAS, the parties are desirous of amending the original Option to Purchase Real Estate that has been signed by the Optionor; Now Therefore, Robert Hogrefe, Eugene Hogrefe, and Gary Hogrefe, Optionor of 657 East Riverview Avenue, Napoleon, Ohio, 43545 and the City of Napoleon, Ohio, Optionee, with retroactive effect as of March 18, 2002, do hereby amend and restate said Option in its entirety to read as follows:

**Section I
Grant of Options**

Optionor, in consideration of three thousand dollars (\$3,000.00) paid by Optionee to Optionor, receipt of which is acknowledged by Optionor, grants to Optionee the exclusive right and option to purchase, on the following terms and conditions herein set forth, the following described Parcels of land known as Parcels 1, 2, 3, and 4, in one or more Parcel purchases, all in the City of Napoleon, County of Henry, State of Ohio, described more fully as set forth in Exhibit "A" attached hereto and made a part hereof together with any improvements thereon. The options to purchase shall remain valid unless otherwise terminated in accordance with the terms and conditions herein set forth. The exercising on an option to purchase on an identified property herein listed shall constitute a "Contract for Sale" of the Parcel in accordance with the terms and conditions herein set forth. Notice of Optionee exercising the option at any time between the execution of this Agreement and the end of any above listed option period shall create a binding contract for purchase and sale of the Parcel as set forth herein.

**Section II
Option Period**

The term of this Option for Parcels 1, 2 and 3 will be one year (simultaneous options), commencing on March 18, 2002 and continuing until 11:59 PM on March 18, 2003.

The term of this Option for Parcel 4 will be seven years; however, the first date to exercise the option by Optionee shall be on November 18, 2004, and continuing until 11:59 PM, on March 18, 2009, unless otherwise agreed to by the parties.

**Section III
Purchase Price of Parcel**

The full purchase price of Parcel 1 will be the amount payable as provided herein if Optionee elects to exercise this Option. Actual sale price shall be the appraised amount as determined by an Ohio licensed or certified appraiser whom is agreed upon by the representative of the Optionor, [Attorney for Optionor], and the representative of the Optionee being Albert Blackwood or as an alternative, the Optionee's City Manager, or ten thousand dollars (\$10,000.00), per acre, whichever is more.

The full purchase price of Parcel 2 will be the amount payable as provided herein if Optionee elects to exercise this

Option. Actual sale price shall be the appraised amount as determined by an Ohio licensed or certified appraiser whom is agreed upon by the representative of the Optionor, [Attorney for Optionor], and the representative of the Optionee being Albert Blackwood or as an alternative, the Optionee's City Manager, or four thousand four hundred dollars (\$4,400.00), per acre, whichever is more.

The Parties recognize that environmental problems may exist with Parcel 3; however, Parcel 3 being important to the Optionor to sell and the Optionee to purchase in order to meet the full intent of this Option to Purchase Real Estate, the full purchase price of Parcel 3 is a not to exceed amount of one dollar (\$1.00), per acre, and that amount will be payable as provided herein if Optionee elects to exercise this Option.

The full purchase price of Parcel 4 will be the amount payable as provided herein if Optionee elects to exercise this Option. Actual sale price shall be the appraised amount as determined by an Ohio licensed or certified appraiser whom is agreed upon by the representative of the Optionor, [Attorney for Optionor], and the representative of the Optionee being Albert Blackwood or as an alternative, the Optionee's City Manager, or fifteen thousand dollars (\$15,000.00) per acre, whichever is more. In the alternative of Optionor taking the cash payment, Optionor may elect to have eight (8) contiguous acres of land in the City's Commerce Park at a location determined in the sole discretion of the Optionee [being part of the herein acquired Parcel 1 if purchased pursuant to this Option Agreement] subject to availability and zoning. In the event that Optionee exercises said Option for Parcel 4, (1) the Optionee agrees to exercise due diligence in making affirmative recommendation to such Boards or Commissions to accomplish the placement of an auto salvage yard at such location, subject to all rules and regulations in effect at time of application; (2) the Optionee agrees to pay Optionor the amount of fifty thousand dollars (\$50,000.00), separate and apart from the land acquisition, for constructing a fence around the relocated auto salvage yard; and, (3) the Optionee agrees to pay Optionor the sum of one hundred fifty thousand dollars (\$150,000.000) as full satisfaction for loss of business related to relocation of the auto salvage yard, separate and apart from the land acquisition.

For Parcels 1, 2, 3 and 4 the parties agree upon Larry D. Gorrell as the acceptable Ohio Licensed or certified Appraiser, unless objected to by a party or otherwise not available, in which event an appraiser selected by the parties.

Section IV Application of Consideration to Purchase Price

If Optionee purchases any Parcel described in this Option, and under its terms and conditions, the consideration paid for this Option will be applied prorata to the purchase price, including any other payments (prorata) made for the extension of this Option or any part thereof or resulting agreement in current funds upon transfer of title.

Section V Exercise of Option

Optionee may exercise an option for any Parcel described herein by giving Optionor written notice, signed by Optionee, before the time set for expiration. However, the exercise of options for Parcel(s) 1, 2 and 3 must be simultaneous, notwithstanding any environmental contamination later discovered by Optionee. Within thirty (30) days after receipt of notice, Optionor will deliver to Optionee, against payment of the purchase price on the optioned Parcel(s), a general warranty deed to the Parcel(s), subject to zoning ordinances, easements, and restrictions of record, real estate taxes due and payable after date of closing and environmental contamination existing on the real

estate conveyed. Tender of Optionee's valid check for the purchase price less any amount already paid by Optionee and to be credited to Optionee, will constitute a sufficient tender. The mere exercise of an option on Parcel(s) 1,2 or 3 does not mandate an exercise of an option on Parcel 4.

Section VI Proof of Title & Fees

At least fifteen (15) days prior to closing on each Parcel, Optionor will furnish, at Optionor's expense, a commitment for the issuance to Optionee of an owner's policy of title insurance dated subsequent to the date of the exercise of the option to purchase by Optionee, covering said Parcel in the amount of the purchase price. It shall reflect marketable title in Optionor, in fee simple, free and clear of all liens and encumbrances, except: zoning ordinances, easements and restrictions of record, real estate taxes due and payable after date of closing, and any mortgage liens which are to be paid in full and released at closing, no environmental endorsements required.

If title evidence reveals any defects, Optionor shall have thirty (30) days after demand by Optionee to remove such defect and closing shall be extended accordingly. If Optionor is unable or unwilling to remove the defect within such thirty (30) day period, Optionee may accept title subject to such defect or may terminate the Option to purchase.

The real property taxes on the property, whether a lien or not, assessed or to be assessed for the year in which this transaction is finally consummated will be prorated between the parties to the date of delivery of the deed of conveyance; if the taxes are not ascertainable at the time of delivery of the deed of conveyance, the amount of the prior year's taxes will be used as a basis of proration. Any special assessments and special ad valorem levies will be paid by Optionor whether the same be payable in a lump sum, in installments, or otherwise.

All exercise of options are subject to appropriation of funds.

Optionor shall pay the Henry County conveyance fee and the cost to release any mortgage or other lines. Optionee shall pay the cost to record the deeds to Optionee and any mortgage obtained by Optionee.

Section VII Failure To Exercise Option

If Optionee does not exercise an option as identified in this "Amended Option to Purchase Real Estate" before its expiration, unless otherwise extended in writing by the parties, that specific option and the rights of Optionee associated therewith will automatically and immediately terminate without notice. In the event Optionee fails to exercise any specifically identified option as set forth in this "Amended Option to Purchase Real Estate", Optionor will retain the sum paid as consideration for that option [consideration paid considered prorata as to each property listed].

Section VIII Notices

All notices provided for here in this Option will be deemed duly given when deposited in the United States mail with proper and sufficient postage affixed, properly addressed to the party for whom intended at the party's above listed address, or when delivered personally to that party.

OPTIONOR: Robert Hogrefe
657 E. Riverview
Napoleon, Ohio 43545
cc: All Optionors

OPTIONEE: City Manager
255 W. Riverview
Napoleon, Ohio 43545

Section IX Survey

Optionee may have the property surveyed at Optionee's expense. If such survey is made, the survey description shall be used in Optionor's deed conveying the Parcel to Optionee. It is a condition of this transaction that such survey will not disclose any deficiencies in the size or dimensions of the Parcel or encroachments from within or without. If Optionor fails or is unable to cure any deficiencies and/or encroachments disclosed by such survey, Optionee may upon notice to Optionor terminate this Contract. The Optionor grants permission to the Optionee to make any surveys and/or sub-surface soil investigations as the Optionee deems necessary to verify uniform and consistent subsurface conditions, which are conducive to its intended use. Said surveys and subsurface soil investigations may be made during the period of this Option at Optionee's expense. Optionee is to restore property to condition as found prior to any tests conducted.

Section X Risk of Loss

Risk of loss or damage to said Parcels shall be borne by the Optionor until delivery of deed. If any Parcel is substantially damaged or destroyed by fire or other casualty prior to closing, Optionee may elect to proceed with closing and receive all insurance proceeds, if any, payable to Optionor under any policy or insurance covering the Parcel being purchased hereunder, or to terminate the option to purchase.

Optionor does not warrant or guarantee that any Parcel being purchased is free and clear of environmental contamination. Optionee is at the time of taking this "Amended Option to Purchase Real Estate" in the process of attempting to obtain State and/or Federal funding in order to both purchase and remediate said Parcels. To the extent permitted by law, and to the extent Optionee receives State and/or Federal grants not allocated to the purchase of said Parcels, Optionee agrees to use the grants as efficiently, economically, and prudently as possible, and in accordance with the terms of the grants so as to accomplish as much remediation of said Parcels from environmental contamination as possible. The parties agree that the grant monies permitted to be used for remediation shall be fully exhausted prior to any demand of contribution by Optionee from Optionor. No demand by Optionee of Optionor will be made for contribution for environmental contamination remediation unless remediation of the Parcel(s) is otherwise required by a State or Federal regulatory agency or court of competent jurisdiction.

Section XI Miscellaneous

PARCEL – The term "Parcel" as used herein shall include all real property and improvements located on the property, including the brick house on Parcel 4; however, shall not include outbuildings.

POSSESSION – Possession shall be thirty (30) days from closing as to Parcels 2 and 3. Possession shall be one hundred twenty (120) days from closing on Parcel 1. Optionee shall provide five (5) acres for storage contiguous to Parcel 4. Storage provided shall be cleared by Optionor within twenty-four (24) additional months (Optionor

exercising due diligence). Possession for Parcel 4 shall be thirty (30) days after closing; however, Optionor shall be permitted to enter into a lease at a lease rate of one dollar (\$1.00) per month with Optionee, in accordance to the terms and conditions as agreed upon by the parties, for a period of time not to exceed twenty (20) months. Optionee will use due diligence in having available the eight (8) contiguous acres as referenced in Section III of this "Option to Purchase Real Estate". In the event any property real or personal is left on the Parcel(s) after date of possession, with exception to Parcel 4, it shall be considered abandoned and title(s) shall be passed to Optionee without court order. Optionor shall cooperate and execute all documents required to accomplish transfer of the abandoned property. Any property left on Parcel 4 after the lease period shall be disposed of in accordance with the terms and conditions of the lease.

ASSIGNMENT – ENTIRETY OF AGREEMENT – This Option(s), and the Contract of purchase resulting from its exercise, shall each be assignable, by Optionee and Optionor, and shall be binding upon and inure to the benefit of the respective heirs, representatives, successors, and assigns of the parties hereto. This writing embodies the entire agreement and there are no representations, promises, understandings, or agreements between the parties, which are not set forth herein.

COOPERATION - Optionor and Optionee agree to cooperate and execute any documents necessary and testify in front of any boards, commissions and courts in order to Parcel off the real property that is the subject of this Option to Purchase Real Estate.

WARRANTY - The persons executing this Option warrant that they have full power and authority to do so.

LEGAL DESCRIPTIONS – The legal descriptions herein attached as Exhibit "A" made part of this document as if fully rewritten herein shall be an adequate description of the Parcel(s) that are the subject of this Option to Purchase Real Estate, except that the Optionor and Optionee understand that Parcel 4 merely contains 5.6 acres of land more or less, and Parcel 3 merely contains 15.464 acres of land more or less.

**Section XII
Time of Essence**

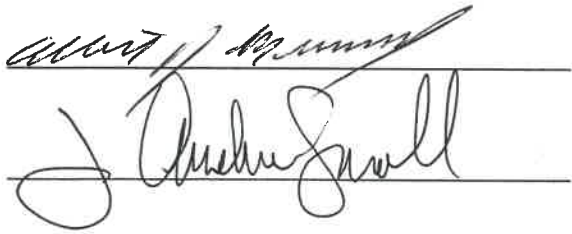
Time is of the essence of this Option.


**Section XIII
Binding Effect**

This Option will bind inure to the benefit of the parties hereto and their respective heirs, successors, or assigns.

IN WITNESS WHEREOF: the Optionor, Robert Hogrefe, a married man of legal age, has executed this Option at Napoleon, Henry County, Ohio, this 15th day of MAY, 2002.

Signed and acknowledged in the presence of:





Robert Hogrefe

STATE OF OHIO }
 }
COUNTY OF HENRY }

SS:

Before me a Notary Public in and for said County, personally appeared the above named Robert Hogrefe, the Optionor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of May, 2002.

(seal)

Sheryl K. Rathge
Notary Public

SHERYL K. RATHGE
NOTARY PUBLIC, STATE OF OHIO
COMMISSION EXPIRES OCTOBER 15, 2006

IN WITNESS WHEREOF: Gertrude Hogrefe, the spouse of the Optionor, Robert Hogrefe, does hereby release all rights of dower for this Option this 1st day of MAY, 2002.

Signed and acknowledged in the presence of:

Robert Hogrefe

Gertrude Hogrefe
Gertrude Hogrefe

J. Andrew Swall

STATE OF OHIO }
 }
COUNTY OF HENRY }

SS:

Before me a Notary Public in and for said County, personally appeared the above named Gertrude Hogrefe, the spouse of the Optionor, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of May, 2002.

(seal)

Sheryl K. Rathge
Notary Public

SHERYL K. RATHGE
NOTARY PUBLIC, STATE OF OHIO
COMMISSION EXPIRES OCTOBER 15, 2006

IN WITNESS WHEREOF: the Optionor, Eugene Hogrefe, a married man of legal age, has executed this Option at Napoleon, Henry County, Ohio, this 1st day of MAY, 2002.

Signed and acknowledged in the presence of:

[Signature]
[Signature]

[Signature]
Eugene Hogrefe

STATE OF OHIO }
 }
COUNTY OF HENRY } SS:

Before me a Notary Public in and for said County, personally appeared the above named Eugene Hogrefe, the Optionor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of May, 2002.

°(seal)

[Signature]
Notary Public

SHERYL K. RATHGE
NOTARY PUBLIC, STATE OF OHIO
COMMISSION EXPIRES OCTOBER 15, 2006

IN WITNESS WHEREOF: Barbara Hogrefe, the spouse of the Optionor, Eugene Hogrefe, has executed this Option at Napoleon, Henry County, Ohio, this 1st day of MAY, 2002.

Signed and acknowledged in the presence of:

[Signature]
[Signature]

[Signature]
Barbara Hogrefe

STATE OF OHIO }
 }
COUNTY OF HENRY }

SS:

Before me a Notary Public in and for said County, personally appeared the above named Barbara Hogrefe, the spouse of the Optionor, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of May, 2002.

(seal)

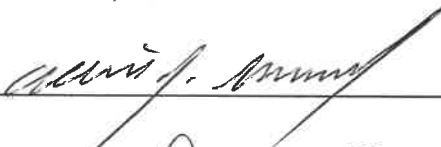



Notary Public

SHERYL K. RATHGE
NOTARY PUBLIC, STATE OF OHIO
COMMISSION EXPIRES OCTOBER 15, 2006

IN WITNESS WHEREOF: the Optionor, Gary Hogrefe, an unmarried man of legal age, has executed this Option at Napoleon, Henry County, Ohio, this 1st day of MAY, 2002.

Signed and acknowledged in the presence of:







Gary Hogrefe

STATE OF OHIO }
 }
COUNTY OF HENRY }

SS:

Before me a Notary Public in and for said County, personally appeared the above named Gary Hogrefe, the Optionor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of May, 2002.

(seal)

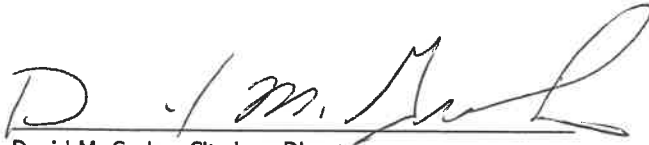


Notary Public

SHERYL K. RATHGE
NOTARY PUBLIC, STATE OF OHIO
COMMISSION EXPIRES OCTOBER 15, 2006

APPROVED AS TO FORM AND CORRECTNESS:

Consent and Agree to Amendments:



David M. Grahn, City Law Director



Dr. Jon A. Bisher, City Manager



Harold H. Plassman, Attorney Representing
Robert Hogrefe, Gertrude Hogrefe,
Eugene Hogrefe and Barbara Hogrefe



Charles Boss, Attorney Representing
Gary Hogrefe

This instrument was prepared by:

David M. Grahn

City of Napoleon Law Director

255 W. Riverview Ave.

PO Box 151

Napoleon, Ohio 43545

419-592-3503

Exhibit "A" - Part 1

PARCEL 1 - LEGAL DESCRIPTION

A parcel of land being part of the West one-half (1/2) of Section seven (7), Township five (5) North, Range seven (7) East, and part of the East one-half (1/2) of Section twelve (12), Township five (5) North, Range six (6) East, City of Napoleon, Henry County, Ohio and being more particularly described as follows:

Commencing at a monument box found at the intersection of the center line of Independence Drive with the West line of Section seven (7);

Thence Southerly along the West line of Section seven (7), having an assumed bearing of South zero (00) degrees, twenty-five (25) minutes, and twenty-two (22) seconds West, a distance of five hundred fifteen and ninety-two hundredths (515.92) feet to the **TRUE POINT OF BEGINNING**:

Thence continuing Southerly along the previously described line, a distance of six hundred ninety-four and forty-two hundredths (694.42) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, thirty (30) minutes, and twenty-nine (29) seconds East, a distance of one thousand forty-four and eighty-seven hundredths (1,044.87) feet to a point;

Thence Southerly along a line having a bearing of South zero (00) degrees, twenty-five (25) minutes, and twenty-three seconds (23) West, a distance of seven hundred sixty-seven and sixty-three hundredths (767.63) feet to a point of curvature;

Thence Southeasterly along a curve to the left, said curve having a radius of five hundred five and zero hundredths (505.00) feet, an arc length of three hundred sixty-eight and sixty-one hundredths (368.61) feet, a chord bearing of South twenty (20) degrees, twenty-nine (29) minutes, and fifteen (15) seconds East, and a chord length of three hundred sixty and forty-eight hundredths (360.48) feet to a point of tangency;

Thence Southeasterly along a line having a bearing of South forty-one (41) degrees, twenty-three (23) minutes and fifty-two (52) seconds East, a distance of one hundred twenty-seven and sixty-four hundredths (127.64) feet to a point located on the Northerly right-of-way line of the Indiana Hi-Rail Railroad;

Thence Southwesterly along the Northerly right-of-way line of the Indiana Hi-Rail Railroad, having a bearing of South forty-eight (48) degrees, twenty-nine (29) minutes, and forty-eight (48) seconds West, a distance of nine hundred seventy-one and fifty-one hundredths (971.51) feet to a point;

Thence Northwesterly along a line having a bearing of North forty-one (41) degrees, thirty (30) minutes, and twelve (12) seconds West, a distance of fifty and zero hundredths (50.00) feet to a point;

Thence continuing Northwesterly along a line having a bearing of North fifty-nine (59) degrees, forty-four (44) minutes, and fifty-five (55) seconds West, a distance of three hundred twenty-four and sixty-seven hundredths (324.67) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, fifty-seven (57) minutes, and fifty-three (53) seconds West, a distance of six hundred seventy-three and eighty-four hundredths (673.84) feet to a point;

Thence Northwesterly along a line having a bearing of North sixty-seven (67) degrees, thirty-three (33) minutes, and fifty-five (55) seconds West, a distance of one hundred sixty and forty-one hundredths (160.41) feet to a point;

Thence Southwesterly along a line having a bearing of South fifty-seven (57) degrees, thirteen (13) minutes, and fourteen (14) seconds West, a distance of three hundred fifty-three and sixty-six hundredths (353.66) feet to a point;

Thence Northwesterly along a line having a bearing of North thirty-seven (37) degrees, twenty-two (22) minutes, and twenty-eight (28) seconds West, a distance of three hundred ninety-one and fifty-four hundredths (391.54) feet to a point;

Thence continuing Northwesterly along a line having a bearing of North twenty-three (23) degrees, forty-one (41) minutes, and fifty-six (56) seconds West, a distance of four hundred eighty-three and twenty-three hundredths (483.23) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, twenty-eight (28) minutes, and fifty-four (54) seconds East, a distance of one thousand fifty-five and seventy-eight hundredths (1,055.78) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, thirty-one (31) minutes and six (06) seconds East, a distance of six hundred seventy-six and fifty-six hundredths (676.56) feet to the **TRUE POINT OF BEGINNING.**

Containing 2,701,068 square feet, which is equal to sixty-two and eight thousandths (62.008) acres of land, more or less. Subject, however, to all legal highways and easements of record.

Exhibit "A" - Part 2

PARCEL 2 – LEGAL DESCRIPTION

A parcel of land being part of the West one-half (1/2) of Section seven (7), Township five (5) North, Range seven (7) East, and part of the East one-half (1/2) of Section twelve (12), Township five (5) North, Range six (6) East, City of Napoleon, Henry County, Ohio and being more particularly described as follows:

Commencing at a monument box found at the intersection of the center line of Independence Drive with the West line of Section seven (7);

Thence Southerly along the West line of Section seven (7), having an assumed bearing of South zero (00) degrees, twenty-five (25) minutes, and twenty-two (22) seconds West, a distance of two thousand seven hundred sixty-two and seventeen hundredths (2,762.17) feet to the **TRUE POINT OF BEGINNING**;

Thence Westerly along a line having a bearing of North eighty-nine (89) degrees, forty-six (46) minutes, and thirty-two (32) seconds West, a distance of eight hundred two and thirty-five hundredths (802.35) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, fifty-seven (57) minutes, and twenty-eight (28) seconds East, a distance of four hundred ten and fifty-two hundredths (410.52) feet to a point;

Thence Westerly along a line having a bearing of North eighty-nine (89) degrees, forty-six (46) minutes, and thirty-two (32) seconds West, a distance of seven hundred forty-two and eighty hundredths (742.80) feet to a point being the Northeast corner of the Plat of Fairground Addition;

Thence Northerly along a line having a bearing of North zero (00) degrees, fifty-seven (57) minutes, and twenty-eight (28) seconds East, a distance of three hundred sixty-three and seven hundredths (363.07) feet to a point;

Thence Easterly along a line having a bearing of South eighty-two (82) degrees, six (06) minutes, and thirty-two (32) seconds East, a distance of one hundred thirty-four and ninety-three hundredths (134.93) feet to a point;

Thence Northerly along a line having a bearing of North fifteen (15) degrees, thirty-six (36) minutes, and twenty-eight (28) seconds East, a distance of one hundred three and four hundredths (103.04) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, forty-six (46) minutes, and thirty-two (32) seconds East, a distance of eight hundred fifty and eighty-nine hundredths (850.89) feet to a point;

Thence Southeasterly along a line having a bearing of South twenty-three (23) degrees, forty-one (41) minutes, and fifty-six (56) seconds East, a distance of one hundred twelve and seventy-eight hundredths (112.78) feet to a point;

Thence continuing Southeasterly along a line having a bearing of South thirty-seven (37) degrees, twenty-two (22) minutes, and twenty-eight (28) seconds East, a distance of three hundred ninety-one and fifty-four hundredths (391.54) feet to a point;

Thence Northeasterly along a line having a bearing of North fifty-seven (57) degrees, thirteen (13) minutes, and fourteen (14) seconds East, a distance of three hundred fifty-three and sixty-six hundredths (353.66) feet to a point;

Thence Southeasterly along a line having a bearing of South sixty-seven (67) degrees, thirty-three (33) minutes, and fifty-five (55) seconds East, a distance of one hundred sixty and forty-one hundredths (160.41) feet to a point;

Thence Southerly along a line having a bearing of South zero (00) degrees, fifty-seven (57) minutes, and fifty-three (53) seconds East, a distance of six hundred seventy-three and eighty-four hundredths (673.84) feet to a point;

Thence Southeasterly along a line having a bearing of South fifty-nine (59) degrees, forty-four (44) minutes, and fifty-five (55) seconds East, a distance of three hundred twenty-four and sixty-seven hundredths (324.67) feet to a point located on the Northerly right-of-way line of the Indiana Hi-Rail Railroad;

Thence Southwesterly along the Northerly right-of-way line of the Indiana Hi-Rail Railroad, having a bearing of South forty-eight (48) degrees, twenty-nine (29) minutes, and forty-eight (48) seconds West, a distance of six hundred seventy-five and twenty-eight hundredths (675.28) feet to a point located on the West line of Section seven (7);

Thence Northerly along the West line of Section seven (7), having a bearing of North zero (00) degrees, twenty-five (25) minutes, and twenty-two (22) seconds East, a distance of seven hundred twelve and six hundredths (712.06) feet to the **TRUE POINT OF BEGINNING.**

Containing 1,176,120 square feet, which is equal to twenty-seven and zero thousandths (27.000) acres of land, more or less. Subject, however, to all legal highways and easements of record.

PARCEL 3 – LEGAL DESCRIPTION

A parcel of land being part of the East one-half (1/2) of Section twelve (12), Township five (5) North, Range six (6) East, City of Napoleon, Henry County, Ohio and being more particularly described as follows:

Commencing at a monument box found at the intersection of the centerline of Independence Drive with the East line of Section twelve (12);

Thence Southerly along the East line of Section twelve (12), having an assumed bearing of South zero (00) degrees, twenty-five (25) minutes, and twenty-two (22) seconds West, a distance of two thousand seven hundred sixty-two and seventeen hundredths (515.92) feet to a point;

Thence Westerly along a line having a bearing of North eighty-nine (89) degrees, thirty-one (31) minutes, and six seconds (06) West, a distance of six hundred seventy-six and fifty-six hundredths (676.56) feet to a point;

Thence Southerly along a line having a bearing of South zero (00) degrees, twenty-eight (28) minutes, and fifty-four (54) seconds West, a distance of two hundred eighty-eight and ninety hundredths (288.90) feet to a point at the **TRUE POINT OF BEGINNING**;

Thence continuing along the previously described line a distance of seven hundred sixty-six and ninety hundredths (766.90) feet to a point;

Thence Southeasterly along a line having a bearing of South twenty-three (23) degrees, forty-one (41) minutes, and fifty-six (56) seconds East, a distance of three hundred seventy and forty-five hundredths (370.45) feet to a point;

Thence Westerly along a line having a bearing of North eighty-nine (89) degrees, forty-six (46) minutes, and thirty-two (32) seconds West, a distance of six hundred ninety-three and thirty-one hundredths (693.31) feet to a point;

Thence Northeasterly along a line being parallel with the centerline of Oakwood Avenue, having a bearing of North fifteen (15) degrees, thirty-six (36) minutes, and twenty-eight (28) seconds East, a distance of four hundred thirty-four and forty-one hundredths (434.41) feet to a point;

Thence Westerly along a line having a bearing of North eighty-nine (89) degrees, forty-six (46) minutes, and thirty-two (32) seconds West, a distance of one hundred fifty-seven and fifty-eight hundredths (157.58) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, twenty-eight (28) minutes, and fifty-four (54) seconds East, a distance of three hundred ten and seventy-three hundredths (310.73) feet to a point;

Thence Westerly along a line having a bearing of North eighty-nine (89) degrees, thirty-one (31) minutes, and six (06) seconds West, a distance of three hundred thirty-six and seventy-six hundredths (336.76) feet to a point on the centerline of Oakwood Avenue;

Thence Northeasterly along the centerline of Oakwood Avenue, having a bearing of North fifteen (15) degrees, thirty-six (36) minutes, and twenty-eight (28) seconds East, a distance of one hundred eight and twenty-eight hundredths (108.28) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, thirty-one (31) minutes, and six (06) seconds East, a distance of two hundred forty-one and ninety-one hundredths (241.91) feet to a point;

Thence Northeasterly along a line being two hundred forty-one and ninety-one hundredths (241.91) feet Easterly of and parallel with the centerline of Oakwood Avenue, having a bearing of North fifteen (15) degrees, thirty-six (36) minutes, and twenty-eight (28) seconds East, a distance of two hundred eighty-three and eighty-eight hundredths (283.88) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, thirty-one (31) minutes, and six (06) seconds East, a distance of five hundred seventy-eight and thirty-two hundredths (578.32) feet to the **TRUE POINT OF BEGINNING.**

Containing 673,631 square feet, which is equal to fifteen and four hundred sixty-four thousandths (15.464) acres of land, more or less. Subject, however, to all legal highways and easements of record.

Exhibit "A" - Part 4

Parcel 4 - Legal Description

In the City of Napoleon,

Situated in the Township of Liberty, County of Henry, State of Ohio:

A parcel of land in the southwest fractional quarter of section seven, town five north of range seven east, and more particularly described as beginning at an iron pin on the southerly right of way line of the Wabash Railroad, said pin being seven hundred and ninety-six and eighty-two hundredths feet south 48° and 15' west along the southerly right of way line of the Wabash Railroad from the intersection of said right of way line and the north and south half section line of said section seven; thence south 7° 43' east one hundred and eighty-nine and three-tenths feet to a large corner fence post; thence continuing south 7° and 43' east sixty-nine and eight-tenths feet to a railroad spike in the center of United State Route number 24; thence south 48° 6' west ten hundred and thirty-three and nine-tenths feet along the center line of said United States Route number 24 and said center line extended along a street to a railroad spike; thence north 42° 46' west two hundred and eighteen feet to an iron pin on the southerly right of way line of the Wabash Railroad; thence north 48° 15' east eleven hundred and eighty-two and two-tenths feet along the southerly right of way line of the Wabash Railroad to the place of beginning, containing 5.658 acres of land, but subject to all legal highways and easements of record.

Parcel #1 LEGAL DESCRIPTION

A parcel of land being part of the West one-half (1/2) of Section seven (7), Township five (5) North, Range seven (7) East, and part of the East one-half (1/2) of Section twelve (12), Township five (5) North, Range six (6) East, City of Napoleon, Henry County, Ohio and being more particularly described as follows:

Commencing at a monument box found at the intersection of the center line of Independence Drive with the West line of Section seven (7);

Thence Southerly along the West line of Section seven (7), having an assumed bearing of South zero (00) degrees, twenty-five (25) minutes, and twenty-two (22) seconds West, a distance of six hundred seventy-two and seventeen hundredths (672.17) feet to the **TRUE POINT OF BEGINNING**:

Thence continuing Southerly along the previously described line, a distance of six hundred ninety-four and forty-two hundredths (694.42) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, thirty (30) minutes, and twenty-nine (29) seconds East, a distance of one thousand forty-four and eighty-seven hundredths (1,044.87) feet to a point;

Thence Southerly along a line having a bearing of South zero (00) degrees, twenty-five (25) minutes, and twenty-three seconds (23) West, a distance of seven hundred sixty-seven and sixty-three hundredths (767.63) feet to a point of curvature;

Thence Southeasterly along a curve to the left, said curve having a radius of five hundred five and zero hundredths (505.00) feet, an arc length of three hundred sixty-eight and sixty-one hundredths (368.61) feet, a chord bearing of South twenty (20) degrees, twenty-nine (29) minutes, and fifteen (15) seconds East, and a chord length of three hundred sixty and forty-eight hundredths (360.48) feet to a point of tangency;

Thence Southeasterly along a line having a bearing of South forty-one (41) degrees, twenty-three (23) minutes and fifty-two (52) seconds East, a distance of one hundred twenty-seven and sixty-four hundredths (127.64) feet to a point located on the Northerly right-of-way line of the Indiana Hi-Rail Railroad;

Thence Southwesterly along the Northerly right-of-way line of the Indiana Hi-Rail Railroad, having a bearing of South forty-eight (48) degrees, twenty-nine (29) minutes, and forty-eight (48) seconds West, a distance of nine hundred seventy-one and fifty-one hundredths (971.51) feet to a point;

Thence Northwesterly along a line having a bearing of North forty-one (41) degrees, thirty (30) minutes, and twelve (12) seconds West, a distance of fifty and zero hundredths (50.00) feet to a point;

Thence continuing Northwesterly along a line having a bearing of North fifty-nine (59) degrees, forty-four (44) minutes, and fifty-five (55) seconds West, a distance of three hundred twenty-four and sixty-seven hundredths (324.67) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, fifty-seven (57) minutes, and fifty-three (53) seconds West, a distance of six hundred seventy-three and eighty-four hundredths (673.84) feet to a point;

Thence Northwesterly along a line having a bearing of North sixty-seven (67) degrees, thirty-three (33) minutes, and fifty-five (55) seconds West, a distance of one hundred sixty and forty-one hundredths (160.41) feet to a point;

Thence Southwesterly along a line having a bearing of South fifty-seven (57) degrees, thirteen (13) minutes, and fourteen (14) seconds West, a distance of three hundred fifty-three and sixty-six hundredths (353.66) feet to a point;

Thence Northwesterly along a line having a bearing of North thirty-seven (37) degrees, twenty-two (22) minutes, and twenty-eight (28) seconds West, a distance of three hundred ninety-one and fifty-four hundredths (391.54) feet to a point;

Thence continuing Northwesterly along a line having a bearing of North twenty-three (23) degrees, forty-one (41) minutes, and fifty-six (56) seconds West, a distance of four hundred eighty-three and twenty-three hundredths (483.23) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, twenty-eight (28) minutes, and fifty-four (54) seconds East, a distance of one thousand fifty-five and seventy-eight hundredths (1,055.78) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine degrees, thirty-one (31) minutes and six (06) seconds East, a distance of six hundred seventy-six and fifty-six hundredths (676.56) feet to the **TRUE POINT OF BEGINNING.**

Containing 2,701,068 square feet, which is equal to sixty-two and eight thousandths (62.008) acres of land, more or less. Subject, however, to all legal highways and easements of record.

A BOUNDARY SURVEY FOR BLACKWOOD CONSTRUCTION SERVICES OF PART OF THE WEST 1/2 OF SECTION 7, TOWN 5 NORTH, RANGE 7 EAST AND PART OF THE EAST 1/2 OF SECTION 12, TOWN 5 NORTH, RANGE 6 EAST, IN THE CITY OF NAPOLEON, HENRY COUNTY, OHIO.



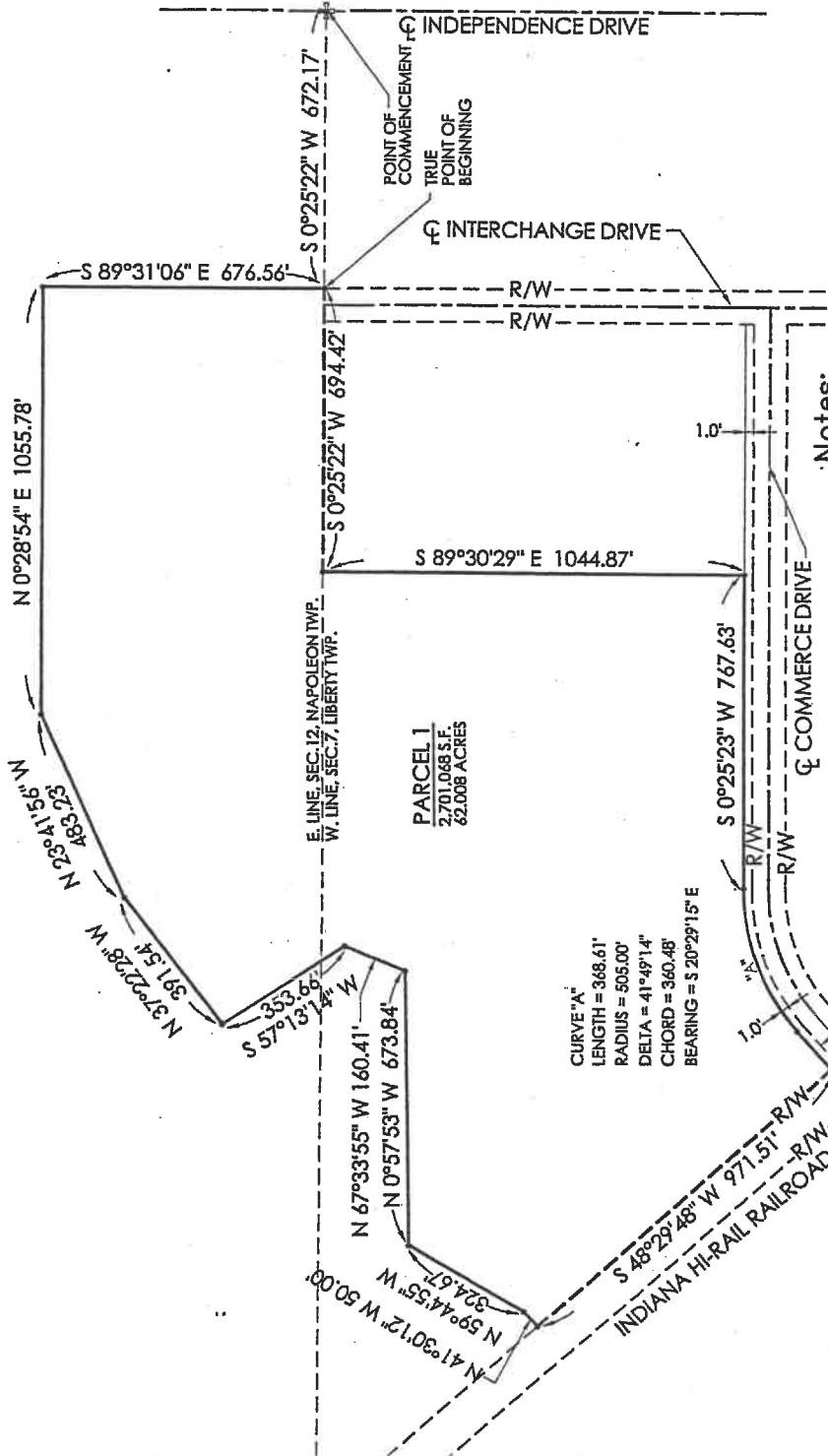
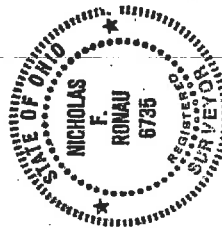
SCALE: 1"=300'

LEGEND	
•	Point Established
⊕	Monument Found

I hereby state that this drawing represents a survey made by me and is correct to the best of my knowledge, information and belief.

Nicholas F. Ronau

Nicholas F. Ronau, P.S.
Ohio Reg. Surveyor No. S-6735



Notes:

1. Bearings are assumed for the purpose of calculations and are not necessarily referenced to True North.
2. T. R. Worline & Associates, Inc. provides information regarding easements furnished to them by the title company or that they have knowledge of. Therefore, easements shown or not shown are not guaranteed to be complete.

T	T. R. Worline & Associates, Inc.	
	Engineers - Surveyors	Designers - Planners
	210 S. Main Street	1255-340 N. Scott Street
	Swanton, Ohio 43358	Napoleon, Ohio 43354
	Phone: 419-925-1103	Phone: 419-592-9661
	Fax: 419-925-3600	Fax: 419-592-8029
SCALE = 1"=300'	DRAWN BY: G.A.B.	DATE: 03-27-02
	Blackwood Construction	SHEET NO. 1-1
	25824 W. RYKER RD., PERRY, OHIO	PROJECT NO. 1389-0005
	Boundary Survey	

Parcel #1 LEGAL DESCRIPTION

A parcel of land being part of the West one-half (1/2) of Section seven (7), Township five (5) North, Range seven (7) East, and part of the East one-half (1/2) of Section twelve (12), Township five (5) North, Range six (6) East, City of Napoleon, Henry County, Ohio and being more particularly described as follows:

Commencing at a monument box found at the intersection of the center line of Independence Drive with the West line of Section seven (7);

Thence Southerly along the West line of Section seven (7), having an assumed bearing of South zero (00) degrees, twenty-five (25) minutes, and twenty-two (22) seconds West, a distance of six hundred seventy-two and seventeen hundredths (672.17) feet to the **TRUE POINT OF BEGINNING**:

Thence continuing Southerly along the previously described line, a distance of six hundred ninety-four and forty-two hundredths (694.42) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, thirty (30) minutes, and twenty-nine (29) seconds East, a distance of one thousand forty-four and eighty-seven hundredths (1,044.87) feet to a point;

Thence Southerly along a line having a bearing of South zero (00) degrees, twenty-five (25) minutes, and twenty-three seconds (23) West, a distance of seven hundred sixty-seven and sixty-three hundredths (767.63) feet to a point of curvature;

Thence Southeasterly along a curve to the left, said curve having a radius of five hundred five and zero hundredths (505.00) feet, an arc length of three hundred sixty-eight and sixty-one hundredths (368.61) feet, a chord bearing of South twenty (20) degrees, twenty-nine (29) minutes, and fifteen (15) seconds East, and a chord length of three hundred sixty and forty-eight hundredths (360.48) feet to a point of tangency;

Thence Southeasterly along a line having a bearing of South forty-one (41) degrees, twenty-three (23) minutes and fifty-two (52) seconds East, a distance of one hundred twenty-seven and sixty-four hundredths (127.64) feet to a point located on the Northerly right-of-way line of the Indiana Hi-Rail Railroad;

Thence Southwesterly along the Northerly right-of-way line of the Indiana Hi-Rail Railroad, having a bearing of South forty-eight (48) degrees, twenty-nine (29) minutes, and forty-eight (48) seconds West, a distance of nine hundred seventy-one and fifty-one hundredths (971.51) feet to a point;

Thence Northwesterly along a line having a bearing of North forty-one (41) degrees, thirty (30) minutes, and twelve (12) seconds West, a distance of fifty and zero hundredths (50.00) feet to a point;

Thence continuing Northwesterly along a line having a bearing of North fifty-nine (59) degrees, forty-four (44) minutes, and fifty-five (55) seconds West, a distance of three hundred twenty-four and sixty-seven hundredths (324.67) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, fifty-seven (57) minutes, and fifty-three (53) seconds West, a distance of six hundred seventy-three and eighty-four hundredths (673.84) feet to a point;

Thence Northwesterly along a line having a bearing of North sixty-seven (67) degrees, thirty-three (33) minutes, and fifty-five (55) seconds West, a distance of one hundred sixty and forty-one hundredths (160.41) feet to a point;

Thence Southwesterly along a line having a bearing of South fifty-seven (57) degrees, thirteen (13) minutes, and fourteen (14) seconds West, a distance of three hundred fifty-three and sixty-six hundredths (353.66) feet to a point;

Thence Northwesterly along a line having a bearing of North thirty-seven (37) degrees, twenty-two (22) minutes, and twenty-eight (28) seconds West, a distance of three hundred ninety-one and fifty-four hundredths (391.54) feet to a point;

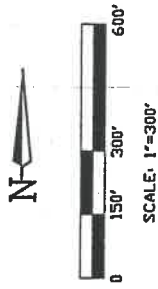
Thence continuing Northwesterly along a line having a bearing of North twenty-three (23) degrees, forty-one (41) minutes, and fifty-six (56) seconds West, a distance of four hundred eighty-three and twenty-three hundredths (483.23) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, twenty-eight (28) minutes, and fifty-four (54) seconds East, a distance of one thousand fifty-five and seventy-eight hundredths (1,055.78) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine degrees, thirty-one (31) minutes and six (06) seconds East, a distance of six hundred seventy-six and fifty-six hundredths (676.56) feet to the **TRUE POINT OF BEGINNING.**

Containing 2,701,068 square feet, which is equal to sixty-two and eight thousandths (62.008) acres of land, more or less. Subject, however, to all legal highways and easements of record.

A BOUNDARY SURVEY FOR BLACKWOOD CONSTRUCTION SERVICES OF PART OF THE WEST 1/2 OF SECTION 7, TOWN 5 NORTH, RANGE 7 EAST AND PART OF THE EAST 1/2 OF SECTION 12, TOWN 5 NORTH, RANGE 6 EAST, IN THE CITY OF NAPOLEON, HENRY COUNTY, OHIO.

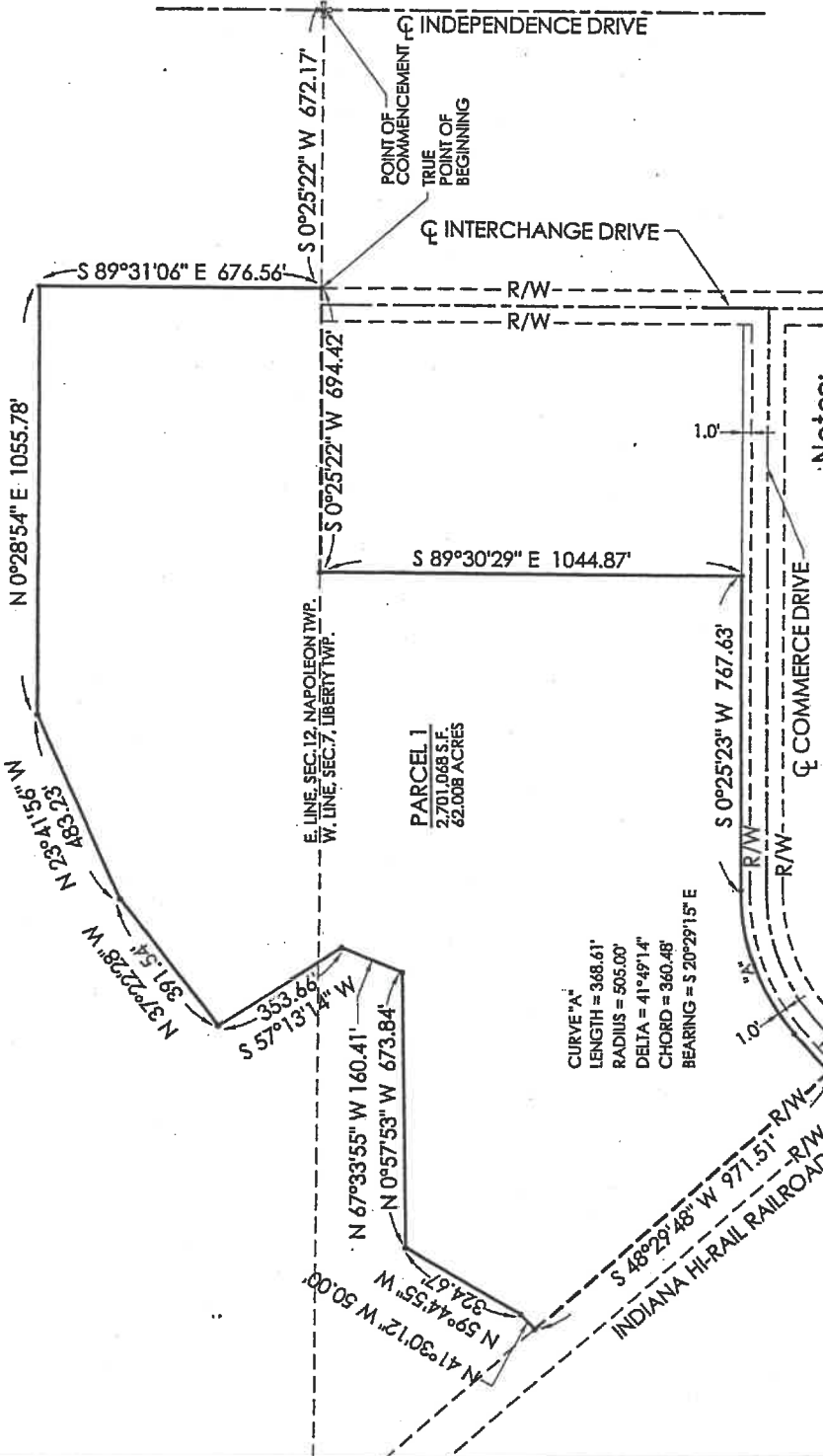
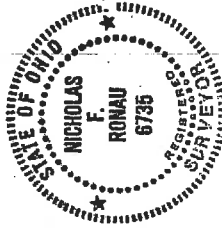


LEGEND	
•	Point Established
⊕	Monument Found

I hereby state that this drawing represents a survey made by me and is correct to the best of my knowledge, information and belief.

Nicholas F. Romau

Nicholas F. Romau, P.S.
Ohio Reg. Surveyor No. S-6735



Notes:

1. Bearings are assumed for the purpose of calculations and are not necessarily referenced to True North.
2. T. R. Worline & Associates, Inc. provides information regarding easements furnished to them by the title company or that they have knowledge of. Therefore, easements shown or not shown are not guaranteed to be complete.

TW	T. R. Worline & Associates, Inc. Engineers • Surveyors • Designers • Planners	
	210 S. Main Street Swanton, Ohio 43358 Phone: 419-825-1103 Fax: 419-825-3800	
SCALE: 1"=300'	DRAWN BY: G.A.B.	DATE: 03-27-02
Blackwood Construction Services	PERISBURG, OHIO	SHEET NO. 1-1
Boundary Survey		PROJECT NO. 1389-0005

PARCEL 2 - LEGAL DESCRIPTION

A parcel of land being part of the West one-half (1/2) of Section seven (7), Township five (5) North, Range seven (7) East, and part of the East one-half (1/2) of Section twelve (12), Township five (5) North, Range six (6) East, City of Napoleon, Henry County, Ohio and being more particularly described as follows:

Commencing at a monument box found at the intersection of the center line of Independence Drive with the West line of Section seven (7);

Thence Southerly along the West line of Section seven (7), having an assumed bearing of South zero (00) degrees, twenty-five (25) minutes, and twenty-two (22) seconds West, a distance of two thousand seven hundred sixty-two and seventeen hundredths (2,762.17) feet to the **TRUE POINT OF BEGINNING**;

Thence Westerly along a line having a bearing of North eighty-nine (89) degrees, forty-six (46) minutes, and thirty-two (32) seconds West, a distance of eight hundred two and thirty-five hundredths (802.35) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, fifty-seven (57) minutes, and twenty-eight (28) seconds East, a distance of four hundred ten and fifty-two hundredths (410.52) feet to a point;

Thence Westerly along a line having a bearing of North eighty-nine (89) degrees, forty-six (46) minutes, and thirty-two (32) seconds West, a distance of seven hundred forty-two and eighty hundredths (742.80) feet to a point being the Northeast corner of the Plat of Fairground Addition;

Thence Northerly along a line having a bearing of North zero (00) degrees, fifty-seven (57) minutes, and twenty-eight (28) seconds East, a distance of three hundred sixty-three and seven hundredths (363.07) feet to a point;

Thence Easterly along a line having a bearing of South eighty-two (82) degrees, six (06) minutes, and thirty-two (32) seconds East, a distance of two hundred thirty-four and ninety-three hundredths (234.93) feet to a point;

Thence Northerly along a line having a bearing of North fifteen (15) degrees, thirty-six (36) minutes, and twenty-eight (28) seconds East, a distance of one hundred thirty-two and nine hundredths (132.09) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, forty-six (46) minutes, and thirty-two (32) seconds East, a distance of seven hundred thirty-seven and fifty-seven hundredths (737.57) feet to a point;

Thence Southeasterly along a line having a bearing of South twenty-three (23) degrees, forty-one (41) minutes, and fifty-six (56) seconds East, a distance of one hundred twenty-eight and eighty-three hundredths (128.83) feet to a point;

Thence continuing Southeasterly along a line having a bearing of South thirty-seven (37) degrees, twenty-two (22) minutes, and twenty-eight (28) seconds East, a distance of three hundred ninety-one and fifty-four hundredths (391.54) feet to a point;

Thence Northeasterly along a line having a bearing of North fifty-seven (57) degrees, thirteen (13) minutes, and fourteen (14) seconds East, a distance of three hundred fifty-three and sixty-six hundredths (353.66) feet to a point;

Thence Southeasterly along a line having a bearing of South sixty-seven (67) degrees, thirty-three (33) minutes, and fifty-five (55) seconds East, a distance of one hundred sixty and forty-one hundredths (160.41) feet to a point;

Thence Southerly along a line having a bearing of South zero (00) degrees, fifty-seven (57) minutes, and fifty-three (53) seconds East, a distance of six hundred seventy-three and eighty-four hundredths (673.84) feet to a point;

Thence Southeasterly along a line having a bearing of South fifty-nine (59) degrees, forty-four (44) minutes, and fifty-five (55) seconds East, a distance of three hundred twenty-four and sixty-seven hundredths (324.67) feet to a point located on the Northerly right-of-way line of the Indiana Hi-Rail Railroad;

Thence Southwesterly along the Northerly right-of-way line of the Indiana Hi-Rail Railroad, having a bearing of South forty-eight (48) degrees, twenty-nine (29) minutes, and forty-eight (48) seconds West, a distance of six hundred seventy-five and twenty-eight hundredths (675.28) feet to a point located on the West line of Section seven (7);

Thence Northerly along the West line of Section seven (7), having a bearing of North zero (00) degrees, twenty-five (25) minutes, and twenty-two (22) seconds East, a distance of seven hundred twelve and six hundredths (712.06) feet to the **TRUE POINT OF BEGINNING.**

Containing 1,176,120 square feet, which is equal to twenty-seven and zero thousandths (27.000) acres of land, more or less. Subject, however, to all legal highways and easements of record.

This legal description dated April 16, 2002 was prepared by Nicholas F. Ronau, Ohio Registered Surveyor No. 6735, from a survey performed by T. R. Worline & Associates, Inc., under his direction in April of 2002.

