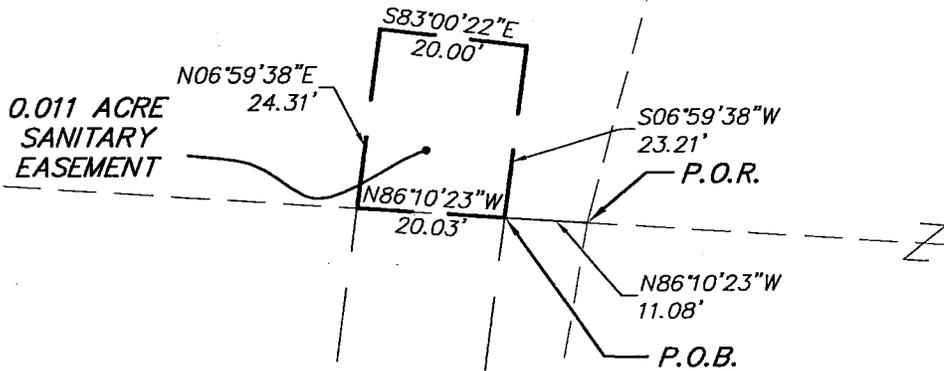


Situated in the City of Gahanna, County of Franklin, State of Ohio, and being a part of Township 1 North, Range 17 West, United States Military Lands and being a 0.02611 acre sanitary easement over a 0.602 acre parcel, conveyed to Donald E. & Judy A. Spires, as recorded in Deed Book 3582, Page 702. All references to records being on file in the Office of the Recorder, Franklin County, Ohio.

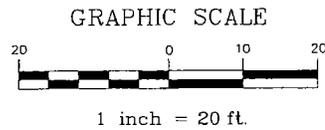
EXHIBIT 1

**DONALD E. & JUDY A.
SPIRES
DB 3582, PG 702
0.602 ACRES**



**DONALD F. & DORIS ROWE
INSTR. No. 199709020083594
0.775 ACRES**

**BW INVESTORS LLC.
INSTR. No. 201211060169137
4.807 ACRES**



For the purpose of this exhibit a bearing of N 02°40'32" W was held on the west line of Lot 7852 of Sanctuary at the Lakes of record in Plat Book. 1234, page 599 on file in the office of the recorder, Delaware County, Ohio.

Robert W. Martin 3-12-14
Robert W. Martin, P.S. 8114

**EXHIBIT OF A 0.011 ACRE
SANITARY EASEMENT
OVER A 0.602
ACRE PARCEL**

Prepared By:
WATCON
CONSULTING ENGINEERS & SURVEYORS
83 Shull Avenue
Gahanna, Ohio 43230
Ph. (614) 414-7979

Z:\LEPERA SANITARY SURVEY\EASEMENTS\LEPERA SANITARY-EASEMENT.DWG - 0 XREFS: - PLOTTED BY BO - March 12, 2014 - 9:27 AM

DRAWN BY: JGL	SCALE: 1" = 20'	DATE: 3/12/2014
CHECKED BY: RWM	PROJECT NAME: SANCTUARY SEC. 1	SHEET NO. 1 OF 1

Description of a 0.011 acre sanitary easement over a 0.602 acre parcel;

Situated in the City of Gahanna, County of Franklin, State of Ohio, and being a part of Township 1 North, Range 17 West, United States Military Lands and being a 0.011 acre sanitary easement over a 0.602 acre parcel, conveyed to Donald E. & Judy A. Spires, as recorded in Deed Book 3582, Page 702. All references to records being on file in the Office of the Recorder, Franklin County, Ohio, said 0.011 acre sanitary easement being more fully described herein;

Beginning for reference at the northeast corner of a 0.775 acre parcel, conveyed to Donald F. & Doris Rowe, as recorded in Instrument Number 199709020083594, said point also being the southeast corner of said 0.602 acre parcel;

Thence N 86°10'23" W with the north line of said 0.775 acre parcel, also being the south line of said 0.602 acre parcel a distance of 11.08 feet to a point and the True Point of Beginning of this 0.011 acre sanitary easement;

Thence N 86°10'23" W, along the common lines between said 0.602 acre parcel and 0.775 acre parcel, a distance of 20.03 to a point;

Thence across said 0.602 acre parcel the following 3 courses;

- 1) N 06°59'38" E, a distance of 24.31 feet to a point;
- 2) S 83°00'22" E, a distance of 20.00 feet to a point;
- 3) S 06°59'38" W, a distance of 23.21 feet to the True Point of Beginning of this sanitary easement, containing 0.011 acres, subject to all easements and documents of record.

For the purpose of this exhibit a bearing of S 85°59'42" E was held on the north line of Lot 13 of Valerio Heights 3 of record in Plat Book. 139, page 114 on file in the office of the recorder, Franklin County, Ohio and is based on the Ohio state plane coordinate system, South Zone, NAD83.



Robert W. Martin 3-12-14
Robert W. Martin Date
P.S. 8114

PROJECT Larry Lane Sewer Extension SA 1013

PAR. NO. _____

**CITY OF GAHANNA
CONTRACT OF SALE AND PURCHASE**

This Agreement entered into on the below date by and between Donald and Judy Spires

hereinafter called the Owners, hereby agrees to grant, sell, bargain and convey to the City of Gahanna, the following described easement:

See attached Exhibit "A"

The City of Gahanna agrees to purchase said easement and agrees to pay the full sum of \$ 840⁰⁰ as full compensation and damages for same and as full consideration for the covenants of Owner herein contained.

Owner shall sell and convey the above described easement by Sanitary sewer easement and shall deliver said deed to the City at the time of closing and which closing shall occur no later than 45 days after the date hereof and at which closing the City shall pay the aforesaid consideration of \$ 840⁰⁰.

Owner hereby grants to the City, its employees, agents, consulting engineers, contractors and other representative the right to enter upon and have exclusive possession of the heretofore described real estate.

Owner further agrees, that if for any reason the City determines it to be necessary to file Complaint in the Court of Common Pleas of Franklin County for the impaneling of a jury to assess the compensation to be paid for the heretofore described real estate, this contract may be introduced in evidence in such proceedings and the amount specified therein shall be deemed and stipulated to be the fair market value of the interest acquired in the real estate.

This contract shall be binding upon Owner and Owner's heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Purchaser, its successors and assigns.

DATE 7/27/14

OWNER

Donald E. Spires
Judy A. Spires

CITY OF GAHANNA

DATE _____

Mayor, City of Gahanna

By: _____
Negotiator

Sale & Purchase

*will locate manhole 6 feet from
property line*