

WARRANTY DEED - OHIO STATUTORY FORM

ENGVS. ~~84-62~~ 84-62 COPY

KNOW ALL MEN BY THESE PRESENTS

THAT THE DOWNING COMPANY, a partnership,

OF MUSKINGUM COUNTY, STATE OF OHIO, for valuable consideration paid, grants with general warranty covenants, to

ZANESVILLE K C CORPORATION

whose tax mailing address is: c/o Fred Weidig, Jr.
467 Yale Avenue
Zanesville, Ohio 43701

OK ML
4-1-86

the following real property:

Parcel One:

84-62-01-01-001 275 SUNRISA CENTER

Situated in the State of Ohio, County of Muskingum, City of Zanesville.

Beginning at an iron pin at the northwest corner of an Annexation Plat Recorded in Plat Book 16, Page 28 of 32.13 acres to the City of Zanesville, and said iron pin being 150 feet right of Station 8+64 of a centerline survey of Interstate 70 and recorded in Plat Book 10, Page 50; thence along the south right of way line of Interstate 70 and the corporation line north 61 degrees 20 minutes 21 seconds east 192.0 feet to an iron pin; thence south 8 degrees 32 minutes 08 seconds east 282.02 feet to an iron pin; thence south 81 degrees 27 minutes 52 seconds west 30 feet to an iron pin; thence south 8 degrees 32 minutes 08 seconds east 97.0 feet to an iron pin; thence south 26 degrees 11 minutes 36 seconds west 226.58 feet to an iron pin; thence south 73 degrees 08 minutes 33 seconds west 114.82 feet to an iron pin; thence north 32 degrees 14 minutes 03 seconds west 282.14 feet to an iron pin; thence north 46 degrees 10 minutes 57 seconds east 49.72 feet to a point on the corporation line of the City of Zanesville; thence along said corporation line north 87 degrees 48 minutes 29 seconds east 122.57 feet to an iron pin; thence continuing along said corporation line north 1 degree 37 minutes 21 seconds east 246.13 feet to the place of beginning, containing two and eighty-one hundredths (2.81) acres more or less.

Parcel Two: 70-50-02-02-001

Situated in the State of Ohio, County of Muskingum, Township of Washington.

Being a part of Quarter Township 3, Township 1, Range 7 bounded and described as follows:

Commencing at an iron pin at the northwest corner of an Annexation Plat Recorded in Plat Book 16, Page 28 of 32.12 acres to the City of Zanesville, and said iron pin being 150 feet right of Station 8+64 of a centerline survey of Interstate 70 and recorded in Plat Book 10, Page 50; thence south 1 degree 37 minutes 21 seconds west 130.09 feet to an iron pin and the true place of beginning of the premises herein intended to be described; thence south 1 degree 37 minutes 21 seconds west 116.04 feet to an iron pin; thence south 87 degrees 48 minutes 29 seconds west 122.57 feet to a point; thence north 46 degrees 10 minutes 57 seconds east 174.30 feet to the true place of beginning, containing sixteen hundredths (0.16) of an acre more or less.

The above described property is conveyed subject to taxes, assessments, all legal highways, conditions, restrictions, leases and easements of record, if any, the following restrictive covenant, and the following right to purchase:

The above described property shall be used by the Grantee solely for the purposes of locating and operating thereon a Knights of Columbus hall, which hall shall be used for the promotion of the social, fraternal, educational and spiritual welfare of the members, families, and guests of 505 Council, Knights of Columbus, Zanesville, Ohio, and all things necessary and incidental thereto.

If, at any time prior to twenty-one (21) years after the death of David D. Downing, one of the partners of Grantor, the Grantee herein shall receive an offer to purchase the above-described property, or any part thereof, which offer it proposes to accept, it shall serve personally on the Grantor herein or the then owner of this right to purchase, if the Grantor herein has assigned same or is held by Grantor's successor, by mailing the same to him or it at his or its last known address by certified mail, a notice in writing setting forth the price and terms of such offer. Said Grantor herein or the then owner of

this right to purchase, if the Grantor herein has assigned same or it is held by Grantor's successor, shall have the right to purchase the above-described premises, or such part thereof, upon the price and terms of such offer, provided he or it delivers personally to Grantee herein or mails to it by certified mail a written notice of the exercise of said option to purchase within sixty (60) days after service on the Grantor herein or the then owner of this right to purchase, if the Grantor herein has assigned same or it is held by Grantor's successor. If the above described right to purchase is not exercised within said sixty (60) day period, then Grantee shall have the right for a period of sixty (60) days, measured from the expiration of the right to purchase, to sell and convey such property upon the price and terms set forth in the written notice given by Grantee as above provided. If Grantee does not sell and convey such property upon such price and terms within said time period, the provisions of this right to purchase shall again apply.

THERE IS ALSO HEREBY CONVEYED to the Grantee, its successors and assigns, a perpetual, non-exclusive easement for ingress and egress between the above described property and State Route 40 to be used in common with others over and across a parcel fifty (50) feet in width lying twenty-five (25) feet on each side of the following described lines:

Commencing at an iron pin at the northwest corner of the above described 2.81 acre parcel number one; thence south 8 degrees 32 minutes 08 seconds east 282.02 feet to an iron pin; thence south 81 degrees 27 minutes 52 seconds west 30 feet to an iron pin; thence south 8 degrees 32 minutes 08 seconds east 25 feet to a point and being the true place of beginning of this description of the centerline of said easement; thence north 87 degrees 43 minutes 39 seconds east 243 feet to a point; thence south 8 degrees 13 minutes 39 seconds east 650 feet to a point; thence south 16 degrees 47 minutes 21 seconds west 369 feet to a point; thence south 18 degrees 22 minutes 39 seconds east 233.5 feet to the center of State Route #40 and the end of said easement.

The above description of Parcel One, Parcel Two, and the Easement Centerline written from a survey made by L. Peter Dinan, Registered Surveyor #5451, March 21, 1986.

WITNESS its hand this _____ day of _____, 1986.

Signed and acknowledged
in the presence of:

THE DOWNING COMPANY, a partnership

by _____
David D. Downing, Partner

OFFICE COPY
NOT RECORDABLE

STATE OF OHIO

MUSKINGUM COUNTY, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by David D. Downing, Partner on behalf of The Downing Company, a partnership.

NOTARY PUBLIC

This instrument prepared by:
J. Robert Beam, Attorney at Law
320 Main Street, P. O. Box 190
Zanesville, Ohio 43702-0190

WARRANTY DEED

THE DOWNING COMPANY, a
partnership

TO

ZANESVILLE K C CORPORA-
TION

TRANSFERRED _____ 19 _____

County Auditor

STATE OF OHIO

COUNTY OF _____, SS

RECEIVED FOR RECORD ON

THE _____ DAY OF _____,

19 _____, at _____ o'clock

_____.M. and RECORDED

_____, 19 _____, in

DEED BOOK _____ PAGE _____

County Recorder



L. PETER DINAN & ASSOCIATES
 27 SOUTH SIXTH STREET
 ZANESVILLE, OHIO

