

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has received a request from the Auglaize County Sheriff to increase the 2024 Annual Appropriation with moneys that were certified and unappropriated; and,

WHEREAS, Inmate Telephone Fund and Jail Commissary Fund:

- Increase 052.0052.530400 (Equipment) by \$6,200.00;**
- Increase 059.0059.530600 (Contract Services) by \$38,000.00.**

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2024 Annual Appropriation Resolution to be amended to show the increase as tabulated above.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
1st day of
October, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Auditor
 Sheriff
 County Administrator

IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR OCTOBER.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 1st day of October, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary to pay the county's mandated share of Public Assistance for October.

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following payment:

From: 001-0905-533500 – Public Assistance Grant
Amount: \$ 4,983.84
To: 006-0400-400101 – Public Assistance

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this 1st day
of October , 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 Douglas A. Spencer , Yes
Douglas A. Spencer

 David Bambauer , Yes
David Bambauer

 John N. Bergman , Yes
John N. Bergman

cc: County Auditor
 Jobs & Family Services

IN THE MATTER OF RATIFYING THE EXECUTION OF THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NORTHWESTERN OHIO COMMUNITY ACTION COMMISSION SUBGRANT AGREEMENT FOR THE CHILD CARE PROGRAM SUBGRANT AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2024.

Commissioner Bergman the adoption of the following:

RESOLUTION

WHEREAS, this subgrant agreement is made pursuant to a grant award to the Auglaize County Department Job & Family Services (“Grantor”) and the Northwestern Ohio Community Action Commission (“Subgrantee”) and is to authorize the Subgrantee to perform specified administrative functions necessary to meet federal and state requirement for providing publicly funded child care services to eligible recipients in Auglaize County. This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and is not for research and development purposes. The grant award is under the authority of Child Care and Development Block Grant CFDS Number 93.575 and TANF Regular Fund CFDA Number 93.558 and TANF Admin Fund CFDA Number 93.558; and,

WHEREAS, it is a requirement that the Board of County Commissioners enter into a subgrant agreement with the Auglaize County Job and Family Services (ACDJFS) and Northwestern Ohio Community Action Commission for the benefit of Auglaize County Department of Job and Family Services; and,

WHEREAS, the subgrant agreement includes language to help ensure counties remain in compliance with federal and state law, such as provisions that require ODJFS to provide technical assistance, training and monitoring to counties; and,

WHEREAS, this subgrant agreement shall not exceed \$50,000.00 for the period of October 1, 2024 through September 30, 2025 which includes childcare administration and child care non-administration.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby agree to and does authorize the execution of the ACDJFS and Northwestern Ohio Community Action Commission Subgrant Agreement.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
1st day of
October, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 Douglas A. Spencer , Yes
Douglas A. Spencer

 David Bambauer , yes
David Bambauer

 John N. Bergman , yes
John N. Bergman

cc: County Department of Job & Family Services

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN AUGLAIZE COUNTY JOB AND FAMILY SERVICES AND K & P MEDICAL TRANSPORT FOR TRANSPORTATION FOR EMT SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary for the Auglaize County Department of Job & Family Services to contract for transportation services for eligible individuals as determined by said Job & Family Services; and,

WHEREAS, a contract has been negotiated between the Auglaize County Department of Job & Family Services and K & P Medical Transport to provide transportation services for medical and employment and training needs; and,

WHEREAS, contract term to be from October 1, 2024 through September 30, 2025 Cost and delivery of purchased services are subject to the limitations specified in Article 3; reimbursement under this agreement will be fixed unit rate as established K & P Medical Transport. K&P Medical Transport will charge per mile for NET/EMT and Employment and Training Participants per one-way trip. Reimbursements shall be made on a unit cost basis. Transportation for all trips is \$3.50 per mile with a 5-mile minimum. All miles are point to point from the first NET/EMT or Employment and Training participant pick-up point to the last NET/EMT or Employment and Training Participant drop-off point. Miles will be shared cost when two or more participants are being transported; may not exceed \$50,000.00 unless otherwise amended. Transportation hours are 5:00 am – 9:00 pm, Monday – Saturday. Sunday and Holiday transports may be available by request. Staffed office dispatch hours are Monday – Friday 7:00 am – 5 pm and call center is available outside of these hours; and,

WHEREAS, the contract has been approved by the Auglaize County Department of Job & Family Services with the Board of County Commissioners being asked to approve and execute this contract.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the contract between Auglaize County Department of Job & Family Services and K & P Medical Transport for services as mentioned above; and,

BE IT FURTHER RESOLVED that said Board ratifies the execution of said contract.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
1st day of
October, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

IN THE MATTER OF FIXING DATE, TIME AND PLACE FOR FINAL HEARING ON ENGINEER'S REPORTS, ON ESTIMATED ASSESSMENTS, ON THE PROCEEDINGS FOR THE SPRAY #3 DITCH PROJECT.

The Board of Auglaize County Commissioners met in regular session on the 1st day of October, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on September 26, 2024 the Auglaize County Engineer, Andrew Baumer and Sam Philipot met with the Board of County Commissioners, presenting the Engineer's reports, reviewing plans and assessments for the Spray #3 Ditch Project which is located in Salem Township; and,

WHEREAS, the Board approved the presentation; and,

WHEREAS, a request was made by the Engineer that the Board set a date, time and place for the final hearing on said project.

THEREFORE BE IT RESOLVED, the Board of County Commissioners, of Auglaize County, Ohio does hereby approve the proposed plans and assessment schedule for the Spray #3 Ditch and does hereby set November 14, 2024 at 1:30 p.m. at the Assembly Room – 2nd Floor in the Administration Building, located at 209 S. Blackhoof Street, Wapakoneta, Ohio, for the final hearing on the Engineer's reports and estimated assessments for the Spray #3 Ditch Project.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this
1st day of
October, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 Douglas A. Spencer , Yes
Douglas A. Spencer

 David Bambauer , Yes
David Bambauer

 John N. Bergman , Yes
John N. Bergman

✓cc: County Engineer

IN THE MATTER OF AUTHORIZING THE EXECUTION BY THE BOARD OF AUGLAIZE COUNTY COMMISSIONERS FOR THE CONTRACT WITH FENSON CONTRACTING, LLC FOR THE SHERWOOD FOREST LIFT STATION AND FORCE MAIN INSTALLATION PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2024.

Commissioner Bergman moved adoption of the following:

RESOLUTION

WHEREAS, on September 24, 2024 in Resolution #24-480, the Board of County Commissioners awarded the bid to Fenson Contracting, LLC for the Sherwood Forest Sherwood Forest Lift Station and Force Main Installation Project at a cost of \$96,120.00 as recommended by the Auglaize County Sanitary Engineer; and,

WHEREAS, a contract between Auglaize County and Fenson Contracting, LLC has been presented to the Board for execution.

THEREFORE BE IT RESOLVED that the Board of County Commissioners does hereby approve the contract between Auglaize County and Fenson Contracting, LLC as presented; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does hereby authorize the execution of said contract.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
1st day of
October, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 Douglas A. Spencer , Yes
Douglas A. Spencer

 David Bambauer , Yes
David Bambauer

 John N. Bergman , Yes
John N. Bergman

✓ cc: Sanitary Engineer

CONTRACT

For SHERWOOD FOREST LIFT STATION AND FORCE MAIN INSTALLATION

This Agreement is made this the 1st day of October, 2024 by and between the **Auglaize County Board of Commissioners**, herein called the Owner and **Fenson Contracting, LLC**, herein called the Contractor.

The Owner agrees to pay the Contractor a sum of ninety-six thousand, one hundred twenty dollars (\$96,120.00) for the completion of the Sherwood Forest Lift Station and Force Main Installation according to the plans, specifications, general conditions, and addendums governing this project.

The Contractor agrees to furnish all necessary material, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the above-described project. Work will commence on or before 1st day of October, 2024 and complete the project by December 1, 2024. Liquidated damages for this project are \$600.00 for each consecutive day thereafter.

IN WITNESS WHEREOF, the parties to these presents have executed this contract on the date stated above.

ATTEST:

Clerk: Erika Tuffel

Witness: _____

BOARD OF COUNTY COMMISSIONERS

Joseph A. Sene

Daniel Bandman

John N. Bergman

ATTEST:

Clerk: _____

Witness: Katie Neudert

CONTRACTOR

By: [Signature]

Title: owner/president
Fenson Contracting, LLC
17670 St. Rt. 190
Fort Jennings, OH 45844

IN THE MATTER OF RATIFYING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN AUGLAIZE COUNTY OHIO JUVENILE COURT BY AND THROUGH THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS WITH THE GENERATIONS OF LOVE AS THE OWNER AND OPERATOR OF THE NEXT GEN ADOLESCENT RESOURCE CENTER UNDER THE COMPETITIVE RECLAIM PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Juvenile Court Judge Mark Spees has presented a Memorandum of Understanding (MOU) between the Auglaize County Ohio Juvenile Court by and through the Auglaize County Board of Commissioners with the Generations of Love (“GOL”) as the owner and operator of the Next Gen Adolescent Resource Center (“Nex Gen”) for funding under the Competitive RECLAIM Program; and,

WHEREAS, the Auglaize County Ohio Juvenile Court agrees to pay Generations of Love a lump sum payment of \$62,500.00 twice per year for the State FY 2025 and 2026 for at risk youth and families prior to court involvement; and,

WHEREAS, Judge Spees approves and recommends that the Board of Auglaize County Commissioners approve and execute said Memorandum of Understanding.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the Memorandum of Understanding (MOU) between Auglaize County Ohio Juvenile Court by and through the Auglaize County Board of Commissioners with the Generations of Love as the owner and operator of the Next Gen Adolescent Resource Center for the above stated program.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
1st day of
October, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: Juvenile Judge Mark Spees
Generations of Love

IN THE MATTER OF DOCUMENTING THE RECEIPT OF THE BIDS AND AWARDING THE BID TO BADGER CONSTRUCTION CO. FOR THE DEMOLITION PROJECT 31 N HANOVER STREET, MINSTER, OHIO, USING STATE OF OHIO, DEPARTMENT OF DEVELOPMENT, BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM; AND AUTHORIZING THE EXECUTION OF CONTRACT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #24-454 dated September 5, 2024, the Board of County Commissioners set the date, September 24, 2024 at 10:00 a.m. as the date and time to receive proposals for the Demolition Project – 31 N. Hanover Street, Minster, Ohio to be funded through State of Ohio, Department of Development, Demolition Building and Site Revitalization Program; and,

WHEREAS, the Board of County Commissioners did open four proposals for said project; same being as follows:

From: Baumer Construction	\$23,490.00;
Mt. St. Industrial Supply	\$22,500.00;
Badger Construction Co.	\$16,488.00;
Russell Site Solutions	\$22,000.00;
Estimate - \$24,589.00; and,	

WHEREAS, those present at the time of the bid opening were Commissioners and one bidder; and,

WHEREAS, the Board presented the proposals, as received, to County Administrator for review and a verbal recommendation was given to award the bid to Badger Construction Co. as it appears to be the lowest and best bidder.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby document the receipt and opening of the above mentioned proposals for the Demolition Project – 31 N. Hanover Street, Minster, Ohio being funded State of Ohio, Department of Development, Building Demolition and Site Revitalization Program funds; and,

BE IT FURTHER RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby award the bid for the Demolition Project – 31 N. Hanover Street, Minster, Ohio, in the amount of \$16,488.00, using State of Ohio, Department of Development, Building Demolition and Site Revitalization Program funds; and,

BE IT STILL FURTHER RESOLVED, that said Board of County Commissioners does authorize contract and sustaining documentation to be prepared for this award; and does further authorize the execution of the project contract by the Board of County Commissioners.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
1st day of
October, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: ✓ Property Owner
Bidders

CONTRACT

This Agreement, made and entered into this 1st day of October 2024, by and between the Auglaize County Commissioners hereinafter designated as the County, and of Badger Construction Co., 51 Stockett Rd., Morgantown, WV 26508, hereinafter designated as the Contractor.

WITNESSETH, that for and in consideration of payments hereinafter mentioned, to be made by the County, the Contractor agrees to furnish all materials, appliances, tools and labor, and perform all the work required to complete the demolition/removal of the project located at 31 N. Hanover Street, Minster, Ohio in strict and entire conformity with the plans and specifications, which are hereby made a part of this contract as fully and with the same effect as if they had been set forth at length in the body of this Agreement, and to complete same on or before the date set forth in the proposal.

The Contractor further covenants and agrees that the following papers shall be bound with or accompany, and be an essential part of this contract: Plans, Specifications, Proposal, Contract and Contract Bond.

In consideration of the foregoing promises, the County hereby agrees to pay to the Contractor for said work, when completed in accordance with said plans and specifications the sum of Sixteen thousand four hundred and eighty-eight dollars and no cents (\$16,488.00) as provided for in said specifications.

IN WITNESS WHEREOF, the parties hereunto have set their hands this 1st day of October, 2024.

AUGLAIZE COUNTY COMMISSIONERS,
AUGLAIZE COUNTY, OHIO

By: Douglas A. Spencer
Douglas A. Spencer, Auglaize County Commissioner

By: David Bambauer
David Bambauer, Auglaize County Commissioner

By: John N. Bergman
John N. Bergman, Auglaize County Commissioner

(COMPANY): Badger Construction Co.

By: _____

Title: _____

Approved as to Form:

Auditor certifies that funds are on hand or in the process of collection.

Edwin A. Pierce, Auglaize County Date
Auglaize County Prosecutor

Linda Bice, Date
County Auditor

IN THE MATTER OF DOCUMENTING THE RECEIPT OF THE BIDS AND AWARDING THE BID TO BADGER CONSTRUCTION CO. FOR THE DEMOLITION PROJECT 19 S MAIN STREET, MINSTER, OHIO, USING STATE OF OHIO, DEPARTMENT OF DEVELOPMENT, BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM; AND AUTHORIZING THE EXECUTION OF CONTRACT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #24-454 dated September 5, 2024, the Board of County Commissioners set the date, September 24, 2024 at 10:10 a.m. as the date and time to receive proposals for the Demolition Project – 19 S. Main Street, Minster, Ohio to be funded through State of Ohio, Department of Development, Demolition Building and Site Revitalization Program; and,

WHEREAS, the Board of County Commissioners did open four proposals for said project; same being as follows:
From: Baumer Construction \$36,100.00;
Badger Construction Co. \$33,488.00;
Russell Site Solutions \$58,350.00;
Estimate - \$64,059.13; and,

WHEREAS, those present at the time of the bid opening were Commissioners and one bidder; and,

WHEREAS, the Board presented the proposals, as received, to County Administrator for review and a verbal recommendation was given to award the bid to Badger Construction Co. as it appears to be the lowest and best bidder.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby document the receipt and opening of the above mentioned proposals for the Demolition Project – 19 S. Main Street, Minster, Ohio being funded State of Ohio, Department of Development, Building Demolition and Site Revitalization Program funds; and,

BE IT FURTHER RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby award the bid for the Demolition Project – 19 S. Main Street, Minster, Ohio, in the amount of \$33,488.00, using State of Ohio, Department of Development, Building Demolition and Site Revitalization Program funds; and,

BE IT STILL FURTHER RESOLVED, that said Board of County Commissioners does authorize contract and sustaining documentation to be prepared for this award; and does further authorize the execution of the project contract by the Board of County Commissioners.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
1st day of
October, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: Property Owner
Bidders
✓✓✓

CONTRACT

This Agreement, made and entered into this 1st day of October, 2024, by and between the Auglaize County Commissioners hereinafter designated as the County, and of Badger Construction Co., 51 Stockett Rd., Morgantown, WV 26508, hereinafter designated as the Contractor.

WITNESSETH, that for and in consideration of payments hereinafter mentioned, to be made by the County, the Contractor agrees to furnish all materials, appliances, tools and labor, and perform all the work required to complete the demolition/removal of the project located at 19 S. Main Street, Minster, Ohio in strict and entire conformity with the plans and specifications, which are hereby made a part of this contract as fully and with the same effect as if they had been set forth at length in the body of this Agreement, and to complete same on or before the date set forth in the proposal.

The Contractor further covenants and agrees that the following papers shall be bound with or accompany, and be an essential part of this contract: Plans, Specifications, Proposal, Contract and Contract Bond.

In consideration of the foregoing promises, the County hereby agrees to pay to the Contractor for said work, when completed in accordance with said plans and specifications the sum of Thirty three thousand four hundred and eighty-eight dollars and no cents (\$33,488.00) as provided for in said specifications.

IN WITNESS WHEREOF, the parties hereunto have set their hands this 1st day of October, 2024.

AUGLAIZE COUNTY COMMISSIONERS,
AUGLAIZE COUNTY, OHIO

By: Douglas A. Spencer
Douglas A. Spencer, Auglaize County Commissioner

By: David Bambauer
David Bambauer, Auglaize County Commissioner

By: John N. Bergman
John N. Bergman, Auglaize County Commissioner

(COMPANY): Badger Construction Co.

By: _____

Title: _____

Approved as to Form:

Auditor certifies that funds are on hand or in the process of collection.

Edwin A. Pierce, Auglaize County Date
Auglaize County Prosecutor

Linda Bice, Date
County Auditor

IN THE MATTER OF APPROVING AND EXECUTING THE OPTION AGREEMENT BETWEEN AUGLAIZE COUNTY COMMUNITY IMPROVEMENT CORPORATION, AUGLAIZE COUNTY BOARD OF COMMISSIONERS AND WAPAKONETA HEALTH FACILITIES, LLC FOR PARTS OF PARCEL B0720100100.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners of Auglaize County, Ohio (the "Board"), did previously appoint the Auglaize County Community Improvement Corporation (the "CIC"), to act as agent for the County as allowed under Chapter 1724 of the Ohio Revised Code; and,

WHEREAS, an Option Agreement (the "Agreement") has been presented by Erica Preston as the designated agent of CIC, in regards to the potential disposition and redevelopment of property at or near the former Auglaize Acres nursing home site; and,

WHEREAS, the CIC finds that the potential buyer will use the property "for uses determined by the legislative authority as those that will promote the welfare of the people of the political subdivision, stabilize the economy, provide employment, and assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the political subdivision and will provide additional opportunities for their gainful employment"; and,

WHEREAS, after review of the Agreement, the Board is in agreement with the CIC that the above goals will be achieved; and,

WHEREAS, the Board finds the Option Agreement to be in order and the said Agreement will be attached hereto.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Agreement and does hereby authorizes the execution of said Agreement and any transaction documents related thereto.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
1st day of
October, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: ~~County Auditor~~
~~County Prosecutor~~
Wapakoneta Health Facilities, LLC

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Option") made as of the ___ day of September, 2024 ("Effective Date"), by and between the Auglaize County Community Improvement Corporation, an Ohio non-profit corporation ("CIC"), the Auglaize County Board of Commissioners, a county and political subdivision of the State of Ohio (the "County" and, collectively with CIC, the "Optionor"), and Wapakoneta Health Facilities, LLC, an Ohio limited liability company, or its permitted assignee (the "Optionee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Grant of Option. Optionor hereby grants to Optionee the following exclusive option to purchase all freehold and leasehold interests in the real estate described on Exhibit "A" attached hereto and incorporated herein, and any and all appurtenances, easements and fixtures located thereon (collectively, the "Real Property") upon the terms and conditions hereinafter set forth (the "Option"). The term of this Option shall be twelve (12) months from the Effective Date (the "Term")

2. Consideration. In consideration of the grant of the Option hereunder, Optionee hereby pays to Optionor the sum of Five Thousand and 00/100 Dollars (\$5,000.00), the receipt whereof is hereby acknowledged (the "Option Deposit"). In the event that the Option granted hereunder is closed, the Option Deposit shall be applied against the Purchase Price (as hereinafter defined). In the event that the Option granted hereunder does not close due to failure of the satisfaction of any one or more conditions precedent to Optionee's obligation to close, then the Option Deposit shall immediately be returned to Optionee. In the event that the transaction contemplated herein does not close due to failure of the satisfaction of any one or more conditions precedent to Optionor's obligation to close, Optionor may terminate this Option, in which event the Option Deposit shall be retained by Optionor as liquidated damages and not as a penalty or forfeiture (actual damages being difficult or impossible to measure), and neither party shall have any further claim against the other.

3. Purchase Price. The purchase price for the Real Property shall be Twenty Thousand and 00/100 Dollars (\$20,000.00) per acre.

4. Payment of Purchase Price. The Purchase Price less the Option Deposit shall be payable by wire transfer or other immediately available funds at the Closing.

5. Option Notice and Closing Date. Optionee may exercise this Option by giving written notice to Optionor at any time during the Term of this Option (the "Option Notice"). The Option Notice provided by Optionee shall set forth a Closing Date with respect to the Option, which shall be no later than twelve (12) months after the date of the Option Notice.

6. Study Period. Commencing on the date of the Option Notice and continuing through the Closing Date, Optionee, at its sole cost and expense, shall have complete access to the Real Property for the purpose of conducting such surveys, soil borings, soil analyses, engineering tests and studies, environmental tests and studies, economic and/or topographic tests,

studies, and/or investigations and any other tests, studies and/or investigations with respect to the Real Property as Optionee may deem necessary in order to determine whether the Real Property are suitable for Optionee's intended use thereof. If Optionee determines, in its sole discretion, that the Real Property are not suitable for Optionee's intended use thereof, then Optionee may terminate this Option by delivery of written notice thereof to Optionor, and thereupon the parties hereto shall have no further rights or obligations hereunder. Further, commencing on the date of the Option Notice and through the Closing Date, Optionee shall have the right to take any and all actions to obtain all permits, approvals, certificates of occupancy and other authorizations necessary in order for Optionee to use and operate the Real Property in the manner contemplated by Optionee, and Optionor shall reasonably cooperate in such efforts at the direction of Optionee.

On or before the expiration of fifteen (15) days after the date of the Option Notice, Optionor shall deliver to Optionee, at no cost or expense to Optionee, legible, true and correct copies of all of the following documents that relate to the Real Property which are in the possession or control of Optionor, or Optionor shall deliver written notice to Optionee certifying to Optionee that any of the following items do not exist, are not within Optionor's possession or control, or do not affect or relate to the Real Property:

- (a) the most current title insurance commitment or title policy for the Real Property, together with a copy of all instruments referenced as exceptions to title in such commitment and/or title policy;
- (b) the three (3) most recent real estate and personal property tax bills and any special assessments or notices relating to the Real Property;
- (c) the most recent survey and as-built survey, plans, site plans, subdivision plans, construction plans, engineering plans, specifications and architectural plans and renderings for the Real Property;
- (d) all insurance policies or certificates of insurance presently in effect covering the Real Property;
- (e) all licenses, permits, zoning variances, special permits, occupancy permits, use permits, special exceptions or other similar zoning approvals and all other governmental authorizations relating to the use and operation of the Real Property;
- (f) any notices received from any federal, state, municipal or other governmental body, court, department, commission, board, business, agency or instrumentality (collectively, "Governmental Authorities") or other parties relating to any violations or alleged violations relating to the Real Property.

7. Title Matters.

(a) Deed. On the Closing Date, Optionor shall convey fee simple title to all freehold and leasehold interests in the Real Property to Optionee, or Optionee's nominee, by limited warranty deed (the "Deed"), free and clear of all liens and encumbrances except the Permitted Encumbrances (as hereinafter defined).

(b) Title Commitment. Within thirty (30) days of the date of the Option Notice, Optionee shall have ordered an owner's policy of title insurance (the "Title Commitment")

issued by a title company of Optionee's choice ("Title Insurer") covering the Real Property, in which the Title Insurer shall agree to insure for the amount of the Purchase Price good and marketable title to the Real Property in the name of Optionee, or Optionee's nominee, free from the Schedule B standard printed exceptions and all other exceptions, except the Permitted Encumbrances, after delivery of the Deed from Optionor to Optionee. Such Title Commitment shall have attached thereto complete, legible copies of all instruments noted as exceptions therein. The Title Commitment shall be updated prior to the Closing to reflect the state of the title not more than ten (10) days prior to the Closing. Optionee shall pay any and all costs and expenses related to the title insurance, including all search fees, closing fees and the premium for the owner's and lender's policy issued pursuant to the Title Commitment.

(c) Survey. Within thirty (30) days of the date of the Option Notice, Optionee shall order a survey for the Real Property (the "Survey") prepared by a registered land surveyor of Optionee's choice. The Survey shall (i) be completed in accordance with ALTA/ACSM standards as required by Optionee's lender, and shall be certified to Optionee's lender, Optionee and the Title Insurer; (ii) have one perimeter description for the Real Property on which the Facility (as defined in the Lease) is located; (iii) show all easements, rights-of-way, set-back lines, encroachments and other matters affecting the use or development of the Real Property; (iv) disclose on the face thereof the gross and net acreage of each parcel of Real Property; (v) be in a form acceptable to the Title Insurer in order to allow it to delete the survey exception from the Title Commitment to be issued by the Title Insurer; and (vi) show the location of all improvements and state whether the Real Property is in a flood plain and, if so, then the area so affected. Optionee shall pay any and all costs and expenses related to the Survey.

(d) Environmental Inspection. Within thirty (30) days of the date of the Option Notice, provided the Demolition (as hereinafter defined) has been completed, Optionee shall order a Phase I environmental site assessment for the Real Property to be performed in accordance with ASTM standards by an environmental engineering company of Optionee's selection (the "Phase I Inspection"), and such inspection report shall not disclose a reasonable basis for a determination that any such parcel of the Real Property, in its current condition, would cause Optionee as the owner thereof to incur any liability under any applicable federal or state environmental laws. Optionee shall pay any and all costs and expenses related to the Phase I environmental site assessment.

(e) Review of Title Commitment, Survey, and Phase I Inspection. Optionee shall have thirty (30) days after the receipt of the Survey, Title Commitment, and Phase I Inspection to review each of them and to deliver in writing to Optionor such objections as Optionee may have to anything contained therein. Any such item in the Title Commitment to which Optionee shall not object shall be deemed a "Permitted Encumbrance." If there are objections by Optionee, Optionor shall cure same on or before ten (10) days prior to the Closing Date. If Optionor delivers written notice to Optionee on or before ten (10) days prior to the Closing Date that Optionor is unable to cure such objections, or if, for any reason, Optionor is unable to convey title in accordance with the requirements of this Option, Optionee may either: (i) waive such objections and accept such title as Optionor is able to convey with a right to deduct from the Purchase Price the amount of such liens which are of a definite and ascertainable amount, and further deduct any costs or expenses of removing such lien, including, but not limited to,

reasonable attorney's fees, in each case as reasonably and mutually agreed upon by the parties, or (ii) terminate this Option by written notice to Optionor, in which case the Option Deposit shall be immediately returned to Optionee.

8. Escrow, Closing Matters and Delivery of Possession. The escrow agent for the transactions contemplated under this Option shall be the Title Insurer (the "Escrow Agent"). Each party shall deliver to the Escrow Agent a copy of this Option and any additional escrow instructions necessary for this transaction to the extent not inconsistent herewith. The Escrow Agent may accept this escrow subject to its standard conditions of acceptance of escrow, to the extent they are not inconsistent with this Option. All documents and funds necessary to complete this transaction shall be placed in escrow by the appropriate party hereto in sufficient time to permit the Escrow Agent to transfer title to the Real Property on the Closing Date and consummate the transactions contemplated hereunder. Optionor shall deliver possession of the Real Property on the Closing Date. Optionee shall each pay the costs and expenses related to the Escrow Agent.

9. Optionor's Representations and Warranties. Optionor represents and warrants to Optionee as follows:

(a) The execution, delivery, and performance of this Option will not violate any provision of law, any order of any court or other agency of any federal or state government or any provision of any indenture, agreement, or other instrument to which Optionor is a party or by which it or any of its properties or assets are bound; conflict with, result in a breach of, or constitute (with passage of time or delivery of notice, or both), a default under any such indenture, agreement, or other instrument; or result in the creation or imposition of any lien or other encumbrance of any nature whatsoever upon any of the properties or assets of Optionor.

(b) This Option has been duly executed and is valid and binding obligations of Optionor, fully enforceable in accordance with its terms.

(c) Optionor is not in default in the performance, observation, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument to which it is a party, which default adversely affects the Real Property.

(d) CIC is an Ohio non-profit corporation, duly organized, validly existing, and in good standing under the laws of the State of Ohio, and has the corporate power and authority to own its properties and assets and to carry on its business as now being conducted. County is a county and political subdivision of the State of Ohio, and has the power and authority to own its properties and assets and to carry on its business as now being conducted.

(e) The execution, delivery, and performance of this Option has been duly authorized by all requisite corporate action of Optionor.

(f) On and after the date of this Option, Optionor shall not (i) permit any lien or encumbrance to attach to all or any portion of the Real Property; or (ii) take any action which would have the effect of changing the zoning applicable to the Real Property.

(g) Optionor has good, valid and marketable title to (i) all of its assets (real and personal, tangible and intangible), including, without limitation, all of the assets comprising the Real Property, and (ii) all of the assets purchased by Optionor since the date of this Option, in each case subject to no encumbrance, lien, charge or other restriction of any kind or character.

(h) Optionor has not received notice of any violations of law or municipal ordinances, orders, or requirements noted or issued by any Governmental Authority having jurisdiction over or affecting the Real Property, nor does Optionor have any knowledge of any such violations. Optionor shall be required to comply with any such notices, orders or requirements noted or issued prior to the date of closing.

(i) There are no legal actions, suits, zoning or rezoning actions, or other legal or administrative proceedings pending or, to Optionor's knowledge, threatened against Optionor (including, without limitation, any voluntary or involuntary actions or suits pursuant to state or federal bankruptcy or other creditors' rights laws, statutes, rules or regulations) or affecting the Real Property before any federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality, and Optionor is not aware of any facts which might result in any such action, suit or other proceedings.

(j) At Closing, there will be: (i) no parties in possession of any portion of the Real Property as lessees, tenants at will or at sufferance, trespassers or otherwise, or (ii) any buildings or improvements located on any portion of the Real Property. For the avoidance of doubt, Optionor shall be responsible for the demolition of all existing buildings and improvements currently located on the Real Property, including remediation of all recognized environmental conditions (including, but not limited to, asbestos remediation), at Optionor's sole cost and expense (collectively, the "Demolition").

(k) Optionor has not entered into any contracts, agreements, commitments, letters of intent or other agreements of any kind with any party other than Optionee relating to the sale of all or any portion of the Real Property or any other property rights and interests being transferred, assigned or conveyed to Optionee hereunder which are still in effect.

(l) There are no contracts, commitments, proffers, obligations, leases or other agreements of any kind which relate to the Real Property which are not recorded in the land records of the County.

(m) No hazardous substances or hazardous materials have been released, deposited, stored or placed in, on, under or above the Real Property during Optionor's ownership of the Real Property or prior to Optionor's ownership thereof, and no such hazardous substances or hazardous materials currently exist in, on, under or above the Real Property such that their existence would violate applicable laws, ordinances, statutes and regulations. As used herein, all references to hazardous materials and raw materials, products or waste of a toxic or hazardous nature shall mean and refer to hazardous waste as that term is defined in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et. seq.), or under any other federal, state or local law, ordinance, statute, rule or regulation, including, without limitation, any asbestos or asbestos-related products and any oils or pesticides. Notwithstanding anything contained herein to the contrary and in addition to any of Optionee's other remedies hereunder, Optionor agrees to indemnify, defend and hold Optionee harmless from and against any and all costs, expenses, liabilities and causes of action which may be incurred by Optionee or asserted against Optionee (including, without limitation, clean-up costs, court costs, reasonable attorneys' fees and claims and fines imposed by any governmental

agencies or third parties) in the event of a breach of Optionor's representations and warranties contained in this Section 9(m).

10. Conditions Precedent to Optionor's Obligations to Sell. On the Closing Date (or on such other date as is specifically provided herein), each of the following conditions precedent shall have been satisfied to the reasonable satisfaction of Optionor, unless waived by Optionor:

(a) Optionee shall have performed and complied with all of its obligations and requirements pursuant to the terms of this Option in all material respects which are to be performed or complied with by it prior to or as of the applicable Closing Date; and

(b) The representations and warranties made by Optionee in this Option shall be true in all material respects on and as of the applicable Closing Date with the same effect as though such representations and warranties had been made or given on and as of such Closing Date.

11. Conditions Precedent to Optionee's Obligations to Purchase. On the Closing Date (or on such other date as is specifically provided herein), each of the following conditions precedent shall have been satisfied to the reasonable satisfaction of Optionee, unless waived by Optionee:

(a) Optionor shall have performed and complied with all of its obligations and requirements pursuant to the terms of this Option in all material respects which are to be performed or complied with by it prior to or as of the applicable Closing Date; and

(b) The representations and warranties made by Optionor and this Option shall be true in all material respects on and as of the applicable Closing Date with the same effect as though such representations and warranties had been made or given on and as of such Closing Date.

(c) No litigation or other legal or administrative proceeding shall have been commenced or threatened against Optionor or Optionee which would adversely affect Optionee's enjoyment of the Real Property.

(d) Optionee shall have obtained a final, non-appealable Certificate of Need to enable Optionee to obtain licenses, permits, approvals and other authorizations necessary to operate a licensed nursing home at the Real Property.

(e) Optionee shall have obtained final, non-appealable zoning approval to enable Optionee to obtain licenses, permits, approvals and other authorizations necessary to operate a licensed nursing home at the Real Property.

(f) Optionee shall have conventional first-mortgage financing upon terms and conditions satisfactory to Optionee to enable Optionee to purchase the Real Property.

(g) There shall have been no adverse change to the condition of the Real Property or the Optionee's intended use thereof.

(h) The Demolition shall have been completed

12. Optionor's Deliveries. On the Closing Date (or on such other date as is specifically provided herein), Optionor shall deliver to Optionee the following:

(a) The Deed required by Section 7(a) of this Option;

(b) Such documents, instruments, certificates or writings as the Title Insurer may reasonably require in order to issue an owner's policy of title insurance as required by this Agreement; and

(c) Any and all other documents, instruments, certificates or writings that may be reasonably required to effect the consummation of this Option and the transactions contemplated hereby.

13. Optionee's Deliveries. On the Closing Date (or on such other date as is specifically provided herein), Optionee shall deliver to Optionor the following:

(a) The Purchase Price to be paid as provided in Section 4 hereof; and

(b) Such documents, instruments, certificates or writings as the Title Insurer may reasonably require in order to issue an owner's policy of title insurance as required by this Agreement; and

(c) Any and all other documents, instruments, certificates or writings that may be reasonably required to effect the consummation of this Option and the transactions contemplated hereby.

14. Pro-Rations. Real estate taxes and any other expenses in connection with the maintenance and operation of the Real Property are to be prorated to the date of closing and paid to or by Optionee thereafter, with Optionee being treated as the owner of the Real Property on the date of closing for purposes of such proration. Any special assessments applicable to the Real Property for the period prior to closing shall be paid by Optionor prior to or at closing, even if the improvements applicable to such special assessments have not been completed as of the date of closing. Any special assessments applicable to improvements completed prior to the date of closing which are assessed after the date of closing but apply to the period prior to closing shall be paid by Optionor, and an allowance for such special assessments required to be paid by Optionor shall be made at the time of closing. Optionor shall be responsible for any federal, state, county and local transfer, sales, purchase, use, value added, excise or similar taxes arising out of the transfer of the Real Property.

15. Risk of Loss; Condemnation; Eminent Domain. The risk of loss for damage to the Real Property by fire or other casualty is hereby assumed by Optionor until the closing hereunder and recordation of the Deed. Optionor agrees to give Optionee prompt notice of any actual or threatened taking of all or any portion of the Real Property by condemnation or eminent domain prior to the Closing Date. In the event that prior to closing there shall occur a taking by condemnation or eminent domain of all or any portion of the Real Property or a proposed

conveyance to a condemning authority in lieu of condemnation, then Optionee, at its option, may either (a) terminate this Option by delivery of written notice thereof to Optionor, and thereupon the parties hereto shall have no further rights or obligations hereunder, or (b) proceed to closing hereunder, in which event Optionor shall assign to Optionee at closing all interest of Optionor in and to any condemnation proceeds that may be payable to Optionor on account of such condemnation and thereupon Optionee shall control all negotiations and proceedings undertaken with the condemning authority with respect to the Real Property; Optionee shall receive a credit at closing in the amount of any condemnation proceeds paid to Optionor with respect to the Real Property prior to the Closing Date.

16. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

To the Optionor at: Auglaize County
Attn: County Administrator
209 S. Blackhoof Street, Room 201
Wapakoneta, Ohio 45895

(With a Copy to): Auglaize County Prosecutor
Attn: County Administrator
201 Willipie Street
Wapakoneta, Ohio 45895

To the Optionee at: Wapakoneta Health Facilities, LLC
Attn: President
120 W Main St #200
Van Wert, Ohio 45891

(With a Copy to): Rolf Goffman Martin Lang LLP
Attn: Paul A. Lang, Esq.
31105 Bainbridge Road, Suite 4
Solon, Ohio 44139

or such other address, and to the attention of such other person as either party may designate by written notice.

17. Miscellaneous.

(a) Waiver. Any waiver by any part of any act, failure to act or breach on the part of the other party shall not constitute a waiver by such waiving party of any prior or subsequent act, failure to act or breach by such other party.

(b) Severability. This Option is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Option or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed herein,

the remainder of this Option and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

(c) Binding Effect: Assignment. This Option shall inure to the benefit of, and shall be binding upon Optionor and Optionee, and their respective successors and assigns. Optionee may assign this Option in whole or in part to an affiliate of Optionee without the prior consent of Optionor. Upon any such permitted assignment by Optionee of this Option and the assumption by the assignee of all obligations of Optionee hereunder, Optionee shall promptly deliver a copy thereof to Optionor and Optionee shall have no further liabilities or obligations hereunder.

(d) Governing Law. This Option has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Ohio. All duties and obligations of the parties created hereunder are performable in Ohio, which shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may be brought, arise out of or in connection with or by reason of this Option.

(e) Captions and Headings. The captions and headings of this Option are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(f) Entire Agreement. This Option evidences the entire agreement of the parties hereto with respect to the subject matter hereof. Any amendments or modifications of this Option shall not be effective except in writing executed by all of the parties hereto.

(g) Interpretation, No Presumption. It is acknowledged by the parties that this Option has undergone several drafts with the negotiated suggestions of both and, therefore, no presumptions shall arise favoring either party by virtue of the authorship of any of its provisions.

(h) Memorandum of Option. This Option shall not be recorded, but either party may record a Memorandum of Option in which shall be described the property which is the subject matter hereof, the term of this Option, and reference to this Option. The party requesting that the Memorandum of Option be recorded shall prepare and pay all costs of recording the Memorandum of Option, and the other party agrees to execute at any and all times such instruments as may be reasonably required for such recording.

(i) Further Assurances. The parties hereto covenant and agree to promptly execute and deliver such additional documents and instruments and promptly take such additional action as the other party may at any time, and from time to time, reasonably request in order to give effect to or carry out the terms or intent of this Option.

(j) Time is of the Essence. Time is of the essence in the performance of this Option.

(k) Counterparts: Facsimile/.pdf Execution. This Option may be executed in any number of counterparts, all of which taken together shall be deemed to be an original. Signatures transmitted by facsimile or email (.pdf) shall have the same effect as original signatures.

(l) Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

(m) Survival of Representations and Warranties. Except as specifically provided otherwise in this Option, all representations and warranties of Optionor and Optionee shall survive the execution of this Option.

[Signature Page Follows]

OPTIONEE:

Wapakoneta Health Facilities, LLC, an Ohio limited liability company

By: *Mark A. White*
Mark A. White, President

STATE OF OHIO }
COUNTY OF *Van Wert* } SS

Before me, a Notary Public in and for the said County and State, personally appeared Mark A. White, the President of the above-named Wapakoneta Health Facilities, LLC, an Ohio limited liability company (the "Company"), who represented that he is the duly authorized President of the Company, and who acknowledged that he did sign the foregoing instrument on behalf of the Company, and the same is his/her free and voluntary act and deed as the President and the free and voluntary act and deed of the Company.

This is an acknowledgment. No oath or affirmation was given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at *Van Wert*, Ohio, this *20th* day of September, 2024.



LAURA BIRO
Notary Public
State of Ohio
My Comm. Expires
September 16, 2028

Laura Biro
Notary Public
My Commission Expires *Sept 16, 2028*

Exhibit “A”

Real Property Legal Description

[see attached]

Exhibit A

Parcel 1:

Being a parcel of land in the NW ¼ of Section 20, Town 5 South, Range 6 East, Duchouquet Township, Auglaize County, Ohio and is more particularly described as follows:

Commencing from a railroad spike (found) being the Northwest corner of the Northwest ¼ of Section 20 and the intersection of State Route 501 and Linzee Road (TR 170);

Thence with a bearing of $S0^{\circ}43'30''W$ along the West line of the Northwest Quarter of Section 20 and the centerline of State Route 501, a distance of 2172.37 feet to a mag nail (set) and the PLACE OF BEGINNING;

Thence $S89^{\circ}30'33''E$ a distance of 601.11 feet to an iron pin (set), passing through an iron pin set for reference at 30.00 feet on the East right-of-way line of State Route 501;

Thence $S00^{\circ}43'30''W$, a distance of 493.13 feet to a mag nail (set) on the centerline of Infirmary Road (CR 166), passing through an iron pin set for reference at 468.13 feet on the North right-of-way line of Infirmary Road (CR 166);

Thence $N89^{\circ}30'33''W$, along the East-West Half Section line of Section 20 and being the centerline of Infirmary Road (CR 166), a distance of 601.11 feet to a railroad spike (found) at the intersection of State Route 501 and Infirmary Road (CR 166);

Thence $N00^{\circ}43'30''E$, along the West line of the Northwest Quarter of Section 20 and the centerline of State Route 501, a distance of 493.13 feet to a mag nail (set) and the original PLACE OF BEGINNING.

The above-described parcel contains 6.806 acres, more or less, of which 0.667 acres is existing highway right-of-way. This parcel is subject to a sanitary easement off the entire South end of the parcel extending from the existing right-of-way line 20.00 feet north. This parcel is also subject to any additional legal highways and easements of record at the time of the survey.

This survey includes a part of parcel number B0720100100. Previous Deed References Vol. 17, Page 6.

The basis of bearing is the West line of the Northwest Quarter of Section 20 as $S00^{\circ}43'30''W$ from the Ohio State Plan – North Coordinate System NAD-83.

The above description was prepared by Andrew J. Baumer, S.I., under the direct supervision of Douglas P. Reinhart, P.S. #6507

Parcel 2:

Being a parcel of land in the Northwest ¼ of Section 20, Town 5 South, Range 6 East, Duchouquet Township, Auglaize County, Ohio and is more particularly described as follows:

Commencing from a railroad spike (found) being the Southwest Corner of the Northwest Quarter of Section 20, and being situated in the intersection of State Route 501 and Infirmary Road (CR 166);

Thence with a bearing of N 00°43'30" E along the West line of the Northwest Quarter of Section 20 and the centerline of SR-501, a distance of 493.13' to a mag nail (found) being the original PLACE OF BEGINNING;

Thence continuing along the West line of the Northwest Quarter of Section 20 and the centerline of SR-501 with a bearing of N 00°43'30" E a distance of 174.07' to a mag nail (set);

Thence S 89°30'33" E a distance of 900.00' to an iron pin (set), passing through an iron pin (set) for reference at a distance of 30' being situated on the East right-of-way line of SR-501;

Thence S 00°43'30" W a distance of 174.07' to an iron pin (set);

Thence N 89°30'33" W a distance of 298.89' to an iron pin (found) being the Northeast corner of Parcel B07-201-001-02 as recorded in O.R. 696, Pg. 737;

Thence N 89°30'33" W a distance of 601.11' to a mag nail (found) situated on the West line of the Northwest Quarter of Section 20 and the centerline of SR-501 and being the original PLACE OF BEGINNING, passing through an iron pin (found) at a distance of 571.11' situated on the East right-of-way line of SR-501;

The above-described parcel contains 3.596 acres, more or less, of which 0.120 acres is existing highway right-of-way. This parcel is subject to a 20' sanitary easement in the Southeast portion of the parcel. The parcel is also subject to any additional legal highways and easements of record at the time of the survey.

This survey includes a part of parcel B07-201-001-00. Previous Deed References Vol. 17, Pg. 6.

The basis of bearing is the West line of the Northwest Quarter of Section 20 as N 00°43'30" E from the Ohio State Plane – North Coordinate System NAD-83.

The above description was prepared by Andrew J. Baumer, P.S. #8820