

Blystone Valley Plat Eight

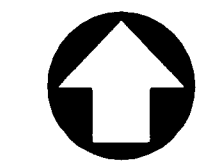
MONCLOVA TOWNSHIP, LUCAS COUNTY, OHIO

LEGEND

- FOUND "X" IN 2" DIA. ALUMINUM DISC IN 6" DIA. CONCRETE MONUMENT
- SET 1 1/2" DIA. IRON BAR IN 6" DIA. CONCRETE MONUMENT
- FOUND 1 1/2" DIA. IRON BAR IN 6" DIA. CONCRETE MONUMENT
- SET 1/2" DIA. IRON REBAR W/ PLASTIC CAP STAMP "PS 7432"

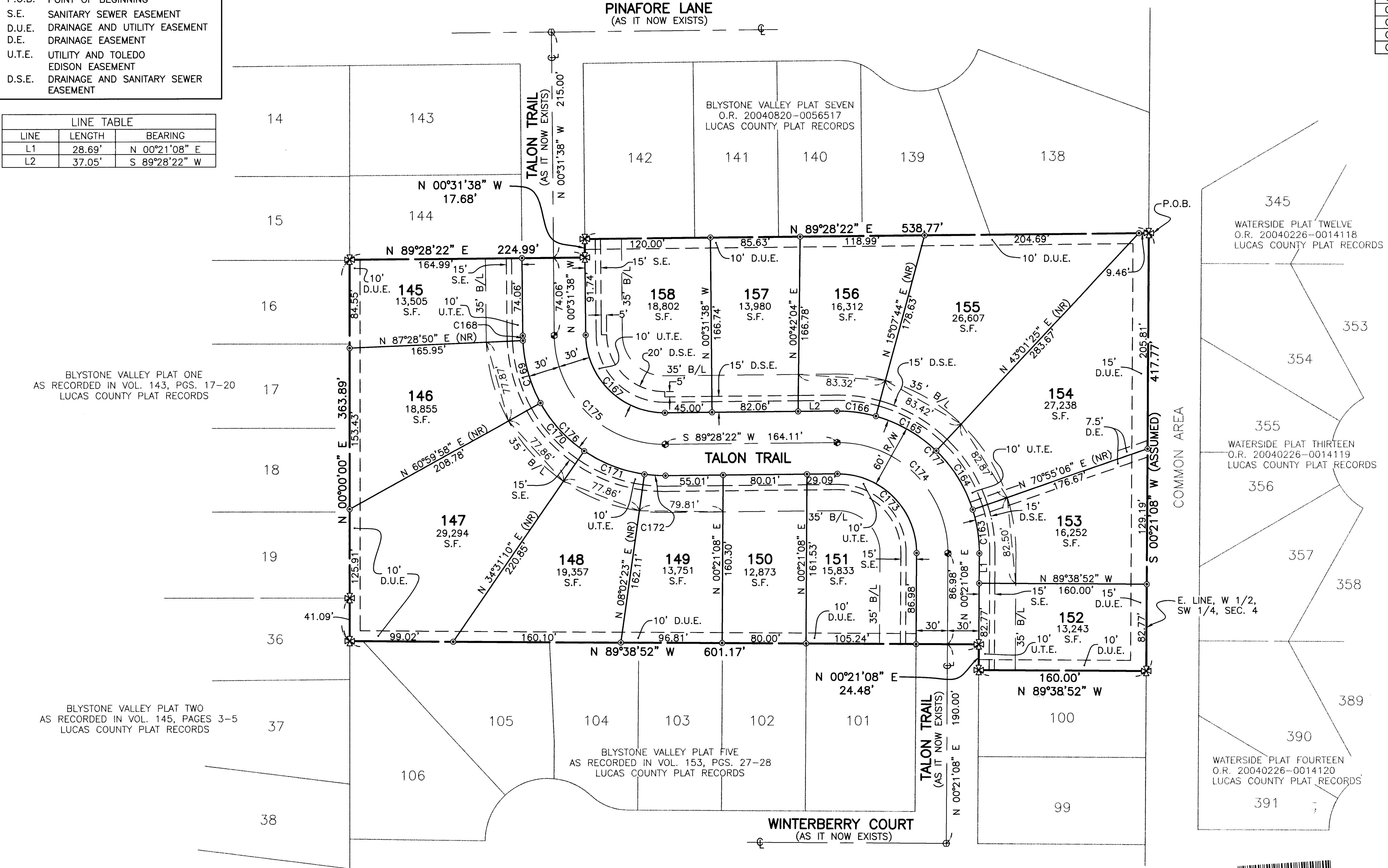
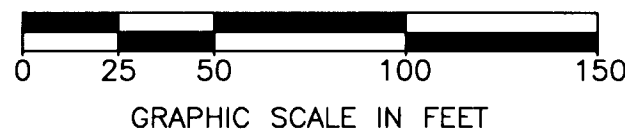
- B/L BUILDING LINE
- P.O.B. POINT OF BEGINNING
- S.E. SANITARY SEWER EASEMENT
- D.U.E. DRAINAGE AND UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- U.T.E. UTILITY AND TOLEDO EDISON EASEMENT
- D.S.E. DRAINAGE AND SANITARY SEWER EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	28.69'	N 00°21'08" E
L2	37.05'	S 89°28'22" W



NORTH
(ASSUMED)

SCALE: 1" = 50'



PLAT NOTES:

All lots in this subdivision are subject to the established Lucas County Sanitary System connection charges. In addition, all lots within this Plat are subject to gravity sanitary trunk sewer connection charges. Amount and method of sanitary trunk sewer charge of any building shall be determined by the Lucas County Sanitary Engineer. All sanitary charges shall be paid prior to building service connection.

The owners of all lots within the existing plats of Blystone Valley and within this plat shall equally own and be responsible for the maintenance of Lot A, which is a part of the record plat of Blystone Valley Plat One, as recorded in Volume 143, Pages 17-20 L.C.P.R.

SIDEWALK NOTE:

The owner of each lot, at the time of construction, shall provide four (4) foot sidewalks along all street frontage with the subdivision where required. The sidewalks will be four (4) inches in depth except at drives where six (6) inch depth will be provided for the full width of the drive. It is the duty of each lot owner, at his/her own expense, to keep and maintain the sidewalks adjacent to his/her lot in a good and sufficient manner and to clear the aforesaid sidewalk of snow, ice, dirt and any other debris within twenty-four (24) hours after such deposit, and the owner shall indemnify and hold Monclova Township and Lucas County harmless from any liability to any person for his/her neglect, failure or refusal in performing such duty.

CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C163	135.00'	42.40'	21.38'	42.23'	N 08°38'46" W	17°59'47"
C164	135.00'	66.68'	34.03'	66.00'	N 31°47'38" W	28°17'57"
C165	135.00'	67.24'	34.33'	66.55'	N 60°12'47" W	28°32'21"
C166	135.00'	37.80'	19.03'	37.68'	N 82°30'18" W	16°02'41"
C167	75.00'	117.81'	75.00'	106.07'	N 45°31'38" W	90°00'00"
C168	135.00'	4.72'	2.36'	4.72'	S 01°31'43" E	2°00'09"
C169	135.00'	62.39'	31.76'	61.84'	S 15°46'11" E	26°28'48"
C170	135.00'	62.38'	31.76'	61.83'	S 42°14'53" E	26°28'36"
C171	135.00'	62.38'	31.76'	61.83'	S 68°43'27" E	26°28'32"
C172	135.00'	20.18'	10.11'	20.16'	S 86°14'40" E	8°33'55"
C173	75.00'	118.96'	76.16'	106.88'	S 45°05'15" E	90°52'46"
C174	105.00'	166.55'	106.62'	149.63'	N 45°05'15" W	90°52'46"
C175	105.00'	164.93'	105.00'	148.49'	N 45°31'38" W	90°00'00"
C176	135.00'	212.06'	135.00'	190.92'	N 45°31'38" W	90°00'00"
C177	135.00'	214.13'	137.09'	192.38'	N 45°05'15" W	90°52'46"

TOLEDO EDISON UNDERGROUND UTILITY EASEMENT

Port Lawrence Title and Trust Company, Trustee, hereinafter called Grantor, hereby grants and conveys to the TOLEDO EDISON COMPANY, an Ohio corporation, its successors and assigns, hereinafter called Grantee, the perpetual right and easement to construct, relocate, operate, repair, replace, remove and maintain, at this time or at such time or times in the future as the Grantee desires, a line or lines for the transmission and/or distribution of electric energy thereunder, with all necessary, wires, cables, stubs, anchors, transformers, fixtures and appliances in, through, under and upon the following described property: parallel with and adjacent to the street lines as shown hereon.

Together with the rights of ingress and egress to, over and from said property. Grantor(s) and Grantor's(s) heirs (successors) and assigns shall not build any structure that unreasonably interferes with Grantee's use of said easement strip, and Grantee shall have the right to trim or remove underbrush and trees and to remove and keep free any obstructions (to the extent necessary) from and along said line or lines and outside the boundaries of the easement, that, in the judgment of Grantee, will interfere with the construction or safe operation thereof. Notwithstanding the foregoing, nothing contained in this agreement shall prevent the Grantor, its successors or assigns, from constructing and installing roadways, infrastructure, driveways, other utilities, signage and landscaping (collectively referred to herein as "Improvements") in, through, on, under and upon such easement strip. In the event Grantor installs such Improvements, Grantee shall use reasonable care in installing any lines, wires, cables, stubs, anchors, transformers, fixtures and appliances so as not to damage such Improvements and that any damage to such shall be made at Grantee's sole cost and expense to at least the condition prior to such damage. The lines herein authorized for the transmission and/or distribution of electricity must be placed underground and all of the provisions of this instrument shall be applicable to underground lines. In addition to the rights herein granted, Grantee shall have the right to dig and refill trenches, install underground cables, with or without conduit, tile, padmounts, transformers or other underground facilities not limited by the foregoing, all as may be desired by Grantee. Grantee shall indemnify and save Grantor harmless from and against any and all losses or claims, demands, actions, liabilities, expenses and costs (including reasonable attorney's fees) for damage to Grantor's land, property or persons whatsoever, arising from or in any manner based upon Grantee's negligence during construction, installation, maintenance, repair, alteration, operations, replacement and/or removal of Grantee's Facilities. Grantee shall maintain, repair and replace Grantee's Facilities located in the easement strip so that the same shall always be in good condition and so as to avoid any adverse consequences to the surface area of the easement strip and surrounding land.

UTILITY EASEMENT AREAS

The areas indicated on the Plat as "Utility Areas" are to be used for the purposes of installation and maintenance of utilities serving the residences located in the Plat including, but not limited to, electric, natural gas, waterline, sanitary sewer and storm sewer lines, cable service, telephone service, and other such utilities. No utility desiring to place any such lines or facilities in any such areas shall do so at any time within the first three years after the recording of this Plat except after first having obtained the written consent of Blystone/Crosscreek Development Co., LLC ("Developer") its successors or assigns. Any installation of utility lines or facilities in such area shall be conducted so as not to interfere with any existing utility services in the same area, and any person or entity installing such utilities in such area shall be responsible to restore the area to the condition in which it existed prior to such installation which may include, but is not limited to, restoring the grade (after any applicable settling), reseeding the area with grass, replacing any landscaping permitted thereon, and restoring any other utility facilities to their condition existing prior to such installation. If any person or entity installing any such utility fails to perform such restoration as set forth in the preceding sentence, or damages or interferes with any other pre-existing utilities in such area, the owner of any adjacent or affected lot may file a claim against same to fulfill such obligations, and any person or entity so installing any such utility consents to the jurisdiction of the Lucas County Court of Common Pleas for resolution of such claim. Notwithstanding the foregoing, the Developer may, by written direction, given at any time within the three-year period after the filing of this Plat, waive any requirement of any such utility to restore the property to its condition existing prior to such installation.

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Pages: 2
09/17/2004 10:31:51 AM
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Sue Rioux
Lucas County Recorder PLAT

Feller
Finch

& Associates, Inc.
Engineers - Surveyors
Planners

1683 Woodlands Drive · P.O. Box 68 · Maumee, Ohio 43537

Phone: (419) 893-3680

Fax: (419) 893-2982

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with additional offices located in Columbus & Delphos, Ohio and Jackson, Michigan

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2

Blystone Valley Plat Eight

MONCLOVA TOWNSHIP, LUCAS COUNTY, OHIO

LEGAL DESCRIPTION:

A parcel of land being part of the West half (1/2) of the Southwest quarter (1/4) of Section four (4), Town one (1), United States Reserve, in Monclova Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Beginning at the intersection of the South line of Lot 138 in Blystone Valley Plat Seven, as recorded in Official Record 20040820-0056517, Lucas County Plat Records, with the East line of said Lot 138 in Blystone Valley Plat Seven, said point of intersection being marked with a found concrete monument;

thence in a southerly direction, along the East line of said West half (1/2) of the Southwest quarter (1/4) of Section four (4), said East line of the West half (1/2) of the Southwest quarter (1/4) of Section four (4) also being the West line of the plats of Waterside Plat Twelve, as recorded in Official Record 20040226-0014118, Lucas County Plat Records, Waterside Plat Thirteen, as recorded in Official Record 20040226-0014119, Lucas County Plat Records, and Waterside Plat Fourteen, as recorded in Official Record 20040226-0014120, Lucas County Plat Records, having an assumed bearing of South zero (00) degrees, twenty-one (21) minutes, eight (08) seconds West, a distance of four hundred seventeen and seventy-seven hundredths (417.77') feet to the intersection of the northerly plat line of Blystone Valley Plat Five, as recorded in Volume 153, Pages 27 and 28, Lucas County Plat Records, said point of intersection being marked with a found concrete monument;

The following three (3) courses follow on and along said northerly plat line of Blystone Valley Plat Five:

thence North eighty-nine (89) degrees, thirty-eight (38) minutes, fifty-two (52) seconds West, a distance of one hundred sixty and zero hundredths (160.00') feet to a point, said point being marked with a found concrete monument;

thence North zero (00) degrees, twenty-one (21) minutes, eight (08) seconds East, a distance of twenty-four and forty-eight hundredths (24.48') feet to a point, said point being marked with a found concrete monument;

thence North eighty-nine (89) degrees, thirty-eight (38) minutes, fifty-two (52) seconds West, a distance of six hundred one and seventeen hundredths (601.17') feet to the intersection of the East plat line of Blystone Valley Plat Two, as recorded in Volume 145, Pages 3 through 5, Lucas County Plat Records, said point of intersection being marked with a found concrete monument;

thence North zero (00) degrees, zero (00) minutes, zero (00) seconds East along said East plat line of Blystone Valley Plat Two, and also along the East plat line of Blystone Valley Plat One, as recorded in Volume 143, Pages 17 through 20, Lucas County Plat Records, passing through a found concrete monument at a distance of forty-one and nine hundredths (41.09') feet, a distance of three hundred sixty-three and eighty-nine hundredth (363.89') feet to the intersection of the southerly plat line of said Blystone Valley Plat Seven, said point of intersection being marked with a found concrete monument;

The following three (3) courses follow on and along said southerly plat line of Blystone Valley Plat Seven:

thence North eighty-nine (89) degrees, twenty-eight (28) minutes, twenty-two (22) seconds East, a distance of two hundred twenty-four and ninety-nine hundredths (224.99') feet to a point, said point being marked with a found concrete monument;

thence North zero (00) degrees, thirty-one (31) minutes, thirty-eight (38) seconds West, a distance of seventeen and sixty-eight hundredths (17.68') feet to a point, said point being marked with a found concrete monument;

thence North eighty-nine (89) degrees, twenty-eight (28) minutes, twenty-two (22) seconds East, a distance of five hundred thirty-eight and seventy-seven hundredths (538.77') feet to the Point of Beginning.

Said parcel of land containing an area of 295,299 square feet, or 6.779 acres of land, more or less, all within Tax Parcel No. 38-03317.

The above described parcel of land is subject to any and all leases, easements and restrictions of record.

The bearings used hereon are based on an assumed meridian and are for the express purpose of calculating angular measurement.

Said found concrete monuments being 6" in diameter and 30" in length with a 2" aluminum cap, the aluminum cap being stamped Feller, Finch & Assoc., Inc.

The above description is based on a survey performed under my supervision during May, 2004.

Prior Deed Reference is Microfiche 97-0686C07, and 98-0208E03, Lucas County Deed Records.

SURVEYORS CERTIFICATE:

We hereby certify that during May, 2004, we surveyed the property, hereon described, subdividing the same into Lots numbered 145 to 158, both inclusive. Distances are given in feet and decimal parts thereof. Iron rebars have been set at all points marked thus @. Monuments marked thus @, are to be set after the street improvements have been made. Monuments marked thus @ and @, represent existing concrete monuments per plat of record.

FELLER, FINCH & ASSOCIATES, INC.

Duane E. Heck 4/22/04
Duane E. Heck Date
Professional Surveyor No. 7432



MORTGAGEE'S RELEASE AND CONSENT:

The undersigned, Sky Bank, as the holder of a mortgage encumbering the property shown and described on the within plat, does hereby waive the priority of the lien of its mortgage; consent to the filing of this plat; and subject its mortgage to the provisions of this plat.

Witness: Sky Bank

Signed and acknowledged in the presence of:

Rodney R. Frey
By Rodney R. Frey
Rodney R. Frey, Vice President

STATE OF OHIO)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 22nd day of June, 2004 by Rodney R. Frey, Vice President, Sky Bank, on behalf of the corporation.



Janet Marinelli Badyna
Notary Public
JANET MARINELLI BADYNA
Notary Public, State of Ohio
My Commission Expires 1/29/2007
My commission expires on

LUCAS COUNTY ENGINEER, OHIO APPROVAL:

I find that the streets shown on this plat have been constructed or adequate financial guarantees have been approved in accordance with the specifications shown hereon.

Keith Easley
Lucas County Engineer

OFFICE OF THE LUCAS COUNTY TAX MAP DEPARTMENT APPROVAL:

Ownership of the property comprising this plat is correctly shown.

Joseph Shultz 9-17-04
Lucas County Tax Map Department

LUCAS COUNTY PLANNING COMMISSION APPROVAL:

We hereby certify that this plat is approved by the Lucas County Planning Commission in accordance with the Subdivision Rules & Regulations for Lucas County, Ohio.

Signed this 23rd day of June, 2004.

Secretary Chairperson

OWNERS CERTIFICATION:

We, the undersigned, as owners of the property hereon described, hereby adopt this subdivision into 14 lots numbered 145 to 158, inclusive, as designated on this plat. The undersigned further establishes setback and building lines as shown on this Plat.

We also dedicate to public use the streets and rights-of-way as shown on this plat.

We hereby establish easements as shown hereon for the purpose of permitting the construction, installation, relocation, repair, maintenance and replacement of public or quasi-public utility lines and facilities thereon. Maintenance shall include the right to remove any branches or other growth or obstructions that might interfere with the construction, installation, relocation, repair, maintenance, replacement or safe operation of utility lines or facilities.

All drainage and sanitary easements shown hereon are hereby dedicated to the Board of Lucas County Commissioners, for public use.

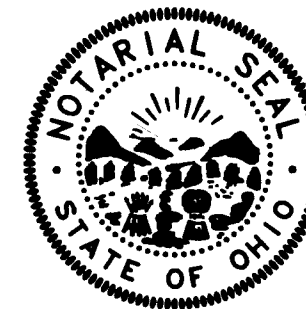
We further declare that we shall improve this subdivision with the following installations: Pavement and curbs or curbs and gutters, Sidewalks, Storm Sewers, Sanitary Sewers, and Waterlines.

IN WITNESS WHEREOF, the undersigned has caused this Plat to be executed on its behalf by its duly authorized representatives this 22nd day of June, 2004.

Witness: The Port Lawrence Title & Trust Company, Trustees
Margaret R. Laskey
By Margaret R. Laskey, President
Gerald Stewart
By Gerald Stewart, Vice President

STATE OF OHIO)
COUNTY OF LUCAS)

On this 22nd day of June, 2004, before me appeared The Port Lawrence Title & Trust Company, by Margaret R. Laskey, President, and Gerald Stewart, Vice President, and acknowledged the signing of this plat to be of their free act and deed for the purpose hereon mentioned. Witness my hand and seal the day and year written above.



Corlyn J. Patterson
Notary Public in and for Lucas County, Ohio
CORLYN J. PATTERSON
Notary Public, State of Ohio
My Commission Expires 7-28-08
My commission expires on

LUCAS COUNTY BOARD OF COMMISSIONERS, OHIO APPROVAL:

We hereby approve and accept this plat this 24th day of August, 2004.

President of
Lucas County Board of Commissioners

M. B. Shuck
Donna M. Shuck

OFFICE OF THE LUCAS COUNTY AUDITOR APPROVAL:

This plat has been submitted for the purpose of appraisalment this 17th day of Sept., 2004.

Lucas County Auditor s.g.

OFFICE OF THE LUCAS COUNTY RECORDER APPROVAL:

Received for record this 12th day of Sept., 2004.

Lucas County Recorder

ZONING INSPECTOR OF MONCLOVA TOWNSHIP:

I have examined this plat and find it in compliance with the provisions of the Monclova Township Zoning Resolution.

Eric 6-24-03
Township Zoning Inspector Date

Feller
Finch
& Associates, Inc.
Engineers - Surveyors
Planners
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