

## Robert M. Little

## Surveyor and Engineer

67 Redwood Rd., Mansfield, OH 44907
Phone and Fax 419-756-5056

SURVEY FOR LEONARD McBRIDE, W. & E. Parcels

Situated in the Township of Springfield, County of Richland, State of Ohio and being a part of the Northeast Quarter of Section 31, Township 21, Range 19, and being more fully described as follows:

Commencing at a P.K. nail, found, marking the intersection of centerlines of Millsboro Rd. (C.H. 48) and Pinkney Rd., (T.H. 428), said point being the POINT OF COMMENCEMENT;

Thence North 01°03'00" West, a distance of 1062.13' to a 2" Magnail, set, said, referenced by an iron pin, set and capped, bearing S86°45'59" E a distance of 17.06' from said Magnail, said course being with the centerline of said Pinkney Rd., said Magnail being the POINT OF BEGINNING;

Thence continuing North 01°03'00" West a distance of 243.87' to a 2" P.K. nail, found, referenced by an iron pin, set and capped, bearing S 88°13'21" E a distance of 15.23' from said Magnail, said course being with the centerline of said Pinkney Rd.

thence South 88°13'21" East, a distance of 259.97' to an iron pin, set and capped, after passing an aforementioned iron pin, set and capped, at 15.23' at said bearing;

thence South 02°52'21"West, a distance of 249.80' to an iron pin, set and capped;

thence North 86°45'59"West, a distance of 243.24' to the POINT OF BEGINNING, passing at 17.06 easterly of said point of beginning, at said bearing, an aforementioned iron pin, set and capped;

said described tract containing 1.42 Acres, more or less.

Bearing Basis: Centerline of Pinkney Rd. = N/1°03'00",W.

Robert M. Little

Registered Land Surveyor # OH 5524

Apr. 13, 2010

NEW SPLIT RICHLAND COUNTY TAX MAD OFFICE

PAK 4-210-10

1.42 AC INCludes . 58 AC PARCEL IT WILL NOT BE APPROVED TO Save & Except . 58 OUT OF 1.42 AC PARCEL. ANN SERVE TONIN'Y

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## Surveyor and Engineer

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SURVEY FOR LEONARD McBRIDE, W. Parcel

Situated in the Township of Springfield, County of Richland, State of Ohio and being a part of the Northeast Quarter of Section 31, Township 21, Range 19, and being more fully described as follows:

Commencing at a P.K. nail, found under the asphalt, marking the intersection of centerlines of Millsboro Rd. (C.H. 48) and Pinkney Rd., (T.H. 428), said point being the POINT OF COMMENCEMENT:

Thence North 01°03'00" West, a distance of 1062.13' to a 2" Magnail, set, referenced by an iron pin, set and capped, bearing S 86°45'59" E a distance of 17.06' from said Magnail, said course being with the centerline of said Pinkney Rd., said Magnail being the POINT OF BEGINNING:

Thence continuing North 01°03'00" West a distance of 217.50 to a 2" Magnail, set. referenced by an iron pin, set and capped, bearing N 88°10'41" E a distance of 15.57' from said Magnail, said course being with the centerline of said Pinkney Rd.

thence North 88°10'41" East, a distance of 15.57' to an aforementioned iron pin, set and capped, marking the point of curvature of a non-tangent curve, concave to the south, having a radius of 112.39', a central angle of 55°05'21", and a chord of 103.95' bearing South 67°50'10" East:

thence easterly along said curve, an arc distance of 108.06' to an iron pin, set and capped;

thence South 06°05'34" East a distance of 187.01' to an iron pin, set and capped;

Thence North 86°45'59" West a distance of 127.89 to the POINT OF BEGINNING, passing an aforementioned iron pin, set and capped, 17.06' easterly of said point of beginning, at said bearing:

said described tract containing 0.58 Acres, more or less, but subject to an easement for Pinkney Road and all other highways and easements of record.

Bearing Basis: C.L. Pinkney Rd., N 1°03'00" W. D.V. 722, P. 595.

**NEW SPLIT** RIGHLAND COUNTY TAX MAR OFFICE

158 Can not Be USER AS A Save & Except From 1.42 AC SPENNERIEST

Robert M. Little

Professional Land Surveyor #OH 5524

April 13

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### DIVISION OF ENVIRONMENTAL HEALTH

555 Lexington Ave. • Mansfield, OH 44907 419-774-4520 • fax: 419-774-0845 • www.richlandhealth.org

February 5, 2009

Mr. Leonard McBride 260 State Route 314 Mansfield, Ohio 44903

Dear Mr. McBride,

Recently you approached this department about reviewing your existing household sewage treatment system (HSTS) located at 755 Pinkney Road, in Springfield Township, Section 31. You stated that you have plans on subdividing your property and forming a new .577 acre lot with the house on it. You are presently the owner of the adjoining properties.

This office met with you onsite, reviewed an installer drawing of the existing leach bed, probed the septic area, and consulted with the installer. Based on these findings, this office has determined the location of the existing HSTS to be forty-eight feet from the proposed new property line.

Furthermore, this department will have no objection to the subdividing of your property once a recorded easement has been written acknowledging the presence and maintenance of the septic drain outlet that runs through the adjacent property.

A sample of an easement agreement has been given to you for your reference.

Should you have any questions regarding this letter, this office can be reached at 419.774.4593. Success in your endeavors,

Sincerely,

Benjamin J. Mutti, R.S.

# **EASEMENT**

KNOW ALL MEN BY	Y THESE PRESE	NTS, that <u>Le</u>	onaro	mck	Bripe_
	the Gran	tors herein, fo	r One Dollar	(\$1.00) and	other valuable
consideration, the receipt of w	hich is hereby ack	mowledged, pa	id by the Gran	tees herein, b	eing
Leonarn MeBr	ipe	and the G	rantors do her	eby release, g	rant and convey
to the said Grantees, their heirs	, executors, admin	istrators, and as	signs an easen	nent over and	through a parce
of land located in the	Quarter of	f Section <u>ろし</u>	, Townshi	ip Sprin	a Fie ID
, Range, consis					
hereto and marked "Exhibit A		•.			
And, whereas, the Gran	tees are the owner	s of a certain pa	arcel of land n	nore particula	rly described as
follows:					
Beginning at			· · · · · · · · · · · · · · · · · · ·		
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The easement, rights, and privileges granted herein shall be perpetual, and the Grantor hereby warrants that the Grantor has full power and authority to grant this easement.

It is agreed by the Grantees herein that any drainage tile to be located upon the easement created herein shall be installed and maintained at no expense to the Grantors, their successors or assigns, and is to be done so as not to injure the land, buildings or other fixtures located upon the property of the Grantor. Further, said Grantees agree to compensate the Grantor for any injuries which may occur to the Grantor by virtue of the Grantees use for maintenance of the easement. It is further agreed and understood between the parties that the Grantees herein shall have the right to go in and upon the premises of the Grantors in order to construct, operate, maintain or repair any tile lines located upon the drainage easement created herein.

This instrument shall be binding on, and shall insure to the benefit of, the heirs, legal representatives, successors, and assigns of the parties hereto. Wherever the term shall be deemed to include the heirs, legal representatives, successors and assigns of that party.

	witness whereof, the said	d_ \ Ilon	and McBrids	
		, hereby i	release and relinquish unto the	Grantees their heirs and
assigns, a	ll their right and interest ir	n the easement her	einbefore granted.	
IN	WITNESS WHEREOF,	the parties have	hereunto set their hands this	
	FEBRUAY 5TH			
WITNES	SES:		- Leonar	d M Bride
	· · · · · · · · · · · · · · · · · · ·	<del></del>	By:	
·			Ву:	· · · · · · · · · · · · · · · · · · ·
STATE C	ND COUNTY, ss:			
В		in and for said Co	unty and State personally app	eared the above named
	fore me, a Notary Public,	, the Gran	ntor in the foregoing Easement	
same to be	e their free act and deed, ar	, the Gran	ntor in the foregoing Easement deed of the corporation.	, and acknowledged the
same to be	e their free act and deed, ar	, the Gran	ntor in the foregoing Easement	, and acknowledged the