

SPECIAL MEETING

June 8 15

The Special Meeting of the Olentangy Local Board of Education was called to order at the Olentangy Local Schools Administrative Office by K. O’Brien, President at 5:15 p.m.

Roll Call R. Bartz, present; J. Feasel, present; D. King, present; A. White, present; K. O’Brien, present

Pledge of Allegiance

Approve Agenda 15-168 D. King moved, J. Feasel seconded to approve the agenda for the June 8, 2015 Special Meeting
Vote: D. King, yes; J. Feasel, yes; R. Bartz, yes; A. White, yes; K. O’Brien, yes.
Motion carried.

Executive Session 15-169 J. Feasel moved, R. Bartz seconded to enter into Executive Session at 5:17 p.m. pursuant to Ohio Revised Code 121.22(G)(1) to consider the employment of a public employee
Vote: J. Feasel, yes; R. Bartz, yes; D. King, yes; A. White, yes; K. O’Brien, yes.
Motion carried.

The Board reentered open session at 8:34 p.m.

Adjourn 15-170 R. Bartz moved, J. Feasel seconded that the meeting of the Olentangy Local School District Board of Education be adjourned at 8:36 p.m.
Vote: R. Bartz, yes; J. Feasel, yes; D. King, yes; A. White, yes; K. O’Brien, yes.
Motion carried.

_____ Kevin O’Brien, President	_____ Brian Kern, Treasurer
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SPECIAL MEETING

June 9 15

The Special Meeting of the Olentangy Local Board of Education was called to order at the Olentangy Local Schools Administrative Office by K. O’Brien, President at 5:15 p.m.

Roll Call R. Bartz, present; J. Feasel, present; D. King, present; A. White, present; K. O’Brien, present

Pledge of Allegiance

Approve J. Feasel moved, R. Bartz seconded to approve the agenda for the June 9, 2015
Agenda Special Meeting
15-171
Vote: J. Feasel, yes; R. Bartz, yes; D. King, yes; A. White, yes; K. O’Brien, yes.
Motion carried.

Executive D. King moved, J. Feasel seconded to enter into Executive Session at 5:17 p.m.
Session pursuant to Ohio Revised Code 121.22(G)(1) to consider the employment of a
15-172 public employee
Vote: D. King, yes; J. Feasel, yes; R. Bartz, yes; A. White, yes; K. O’Brien, yes.
Motion carried.

The Board reentered open session at 9:00 p.m.

Adjourn R. Bartz moved, D. King seconded that the meeting of the Olentangy Local
15-173 School District Board of Education be adjourned at 9:02 p.m.
Vote: R. Bartz, yes; D. King, yes; J. Feasel, yes; A. White, yes; K. O’Brien, yes.
Motion carried.

Kevin O’Brien, President

Brian Kern, Treasurer

SPECIAL MEETING

June 17 15

The Special Meeting of the Olentangy Local Board of Education was called to order at the Olentangy Local Schools Administrative Office by K. O’Brien, President at 5:15 p.m.

Roll Call R. Bartz, present; J. Feasel, present; D. King, present; A. White, present; K. O’Brien, present

Pledge of Allegiance

Approve Agenda 15-174 D. King moved, R. Bartz seconded to approve the agenda for the June 17, 2015 Special Meeting
Vote: D. King, yes; R. Bartz, yes; J. Feasel, yes; A. White, yes; K. O’Brien, yes.
Motion carried.

Executive Session 15-175 J. Feasel moved, R. Bartz seconded to enter into Executive Session at 5:17 p.m. pursuant to Ohio Revised Code 121.22(G)(1) to consider the employment of a public employee
Vote: J. Feasel, yes; R. Bartz, yes; D. King, yes; A. White, yes; K. O’Brien, yes.
Motion carried.

The Board reentered open session at 10:37 p.m.

Adjourn 15-176 R. Bartz moved, D. King seconded that the meeting of the Olentangy Local School District Board of Education be adjourned at 10:38 p.m.
Vote: R. Bartz, yes; D. King, yes; J. Feasel, yes; A. White, yes; K. O’Brien, yes.
Motion carried.

_____ Kevin O’Brien, President	_____ Brian Kern, Treasurer
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Exhibit A.2 ~ July 9, 2015

Appropriations Adjustments

Fund	7/9/2015 Adjustments	Explanation:
009 - Uniform School Supplies	\$ 3,500.00	Student Fees
401 - Auxiliary Services	\$ 12,764.47	Additional ODE allocation
516 - IDEA-B	\$ 188,919.32	Additional ODE allocation
572 - Title I	\$ 1,391.07	Additional ODE allocation
587 - IDEA Preschool	\$ 251.66	Additional ODE allocation
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	\$ 206,826.52	

Olentangy Local School District and Milestone Benefits Agency, Inc. Consulting Services Agreement

This agreement (the "Agreement") is intended to outline the services that Milestone Benefits Agency, Inc. (referred to herein as "MBA"), has agreed to provide Olentangy Local School District (referred to herein as "OLSD"). The Agreement also details the duration and compensation that OLSD will provide MBA for the services provided. This Agreement will be automatically renewed each year subject to the provisions outlined in the Compensation, General Services, and Termination provisions of this Agreement.

Part A - MBA's Health and Welfare Consulting Services

1. Pre-Renewal Planning

- a. Review Plan's Financial Experience
- b. Develop initial renewal plan year cost projections
- c. Present benefit modifications/options to current benefit plans and their associated cost impact(s)
- d. Discuss new programs/plans for consideration
- e. Review existing provider service concerns
- f. Discuss services of alternative plan vendors
- g. Develop marketing strategy and timetables for review

2. Marketing Services/Proposal Review

- a. Develop Request for Proposal Specifications in conjunction with OLSD's benefits management team.
- b. Coordinate the proposal process including responding to all vendor and client questions
- c. Summarize proposal responses (i.e. benefits, services, and costs) from alternative vendors. Compare the alternative vendors' benefits/services/costs to those provided by incumbent vendors.
- d. Coordinate vendor presentations

3. Renewal Negotiation/Presentation

- a. Request plan and administrative service options from incumbent vendors/insurers
- b. Review Plan's Financial Performance
- c. Present and provide analysis on renewals offered by incumbent vendors
- d. Negotiate final fees, rates and performance agreements with incumbent vendors
- e. Present estimated costs for benefit modifications
- f. Provide cost projections for upcoming plan year based on final benefit/plan options selected.

4. Implementation Services – Assist with the implementation of any new program and/or insurer/administrator.

- a. Prepare/review applications
- b. Review implementation timelines proposed by vendors and actively participate in all implementation meetings
- c. Review contract/administrative agreements
- d. Help ensure proper transition of participant records including eligibility records
- e. Monitor progress to ensure timely issuance of employee identification cards

- f. Review, update, and/or create any requested employee communications materials

5. Employee Communications

- a. Review, address questions, and amend existing electronic documents including:
 - Benefit Summaries
 - Open Enrollment Communications
 - Enrollment Forms/Materials
- b. Review Section 125 Plan Educational and Enrollment Materials
- c. Review any new on-line health and welfare communication or educational materials
- d. Review client generated benefit communication materials and coordinate review and commentary by OLSD's appropriate vendors and/or insurers.

6. Summary Plan Descriptions/Plan Documents

- a. Review draft SPD
- b. Review all insured health and welfare plans Insurance Certificates
- c. Review any plan amendments to existing SPD documents
- d. Review any required Summary Material Modification documents
- e. Help ensure that documents contain updated language changes required by ERISA, HIPAA, Internal Revenue Code Section 125, COBRA final regulations, USERRA, FMLA, and/or any other required regulatory changes.

7. Miscellaneous Compliance Services

- a. COBRA – assist with vendor selection and service issues, develop COBRA rates, and coordinate open enrollment activity
- b. CMS – assist with CMS data match requests and with annual filing of CMS Medicare Part D creditable coverage status
- c. Smart Compliance Portal – If purchased, assist with the implementation and ongoing processes to keep it current.

8. Administrative Agreements and Insurance Policies - Review and provide commentary on all Insurer/Administrator Policies, Contracts and Agreements.

9. Client Service Meetings

- a. Prepare agenda and conduct planning meetings
- b. Vendor Service Meetings – Coordinate and schedule meetings, prepare agendas, and attend vendor service meetings
- c. Renewal planning – prepare agenda and presentations for all renewal meetings
- d. Open enrollment – participate in open enrollment and communication meetings, as requested
- e. Miscellaneous meetings, as requested

10. Miscellaneous Client Questions and Projects

- a. Address all questions posed by OLSD benefit team including:
 - Questions on historic plan offerings where possible
 - Coverage eligibility and termination provisions
 - Taxation of benefits (does not include offering tax advice)
- b. Voluntary Benefit Plans
- c. Coordination of Vendor Internal and External Audits

11. General Service Issues

- a. Assist in all aspects of plan service

- Eligibility concerns
- Plan/Benefit Questions
- Administrative Service and/or Account Management Concerns
- Claims or customer service questions
- Claims funding questions
- Miscellaneous health and welfare plan questions

12. COBRA Administration & Compliance

- a. Provide vendor management and oversight of COBRA vendor

Part B - Services Outside the Scope of Agreement

Although MBA will help coordinate any necessary services from any “outside” parties, the following services are not included within our service Agreement.

1. **Legal, Accounting, and Actuarial Services** - The services of outside legal, actuarial, and accounting professionals. We will help coordinate these outside professionals’ services, but their fees would not be within the scope of our Agreement.
2. **External Claims Audit** – Services provided by an external claims auditing firm are outside the scope of our Agreement. We will help OLSD select an external auditing firm and help coordinate any requested audits with OLSD’s service providers.
3. **Outside Communications Services and Printing Charges** – Any outside communication services and/or printing (except for the benefits highlight sheets) costs would not be within the scope of our brokerage/consulting fees. In-house printing costs will be included in our fee as well as an employee benefits website tool.
4. **Specific Branded Services** - BAN’s Smart Compliance Portal, Variable Hour Tracking and Reporting, Teledoc, ALEX and benefit administration systems.

Part C - Compensation

For the services listed in Part A of this Agreement, OLSD will pay MBA \$4,791.67 by the 1st of each month for the period July 1, 2015 to June 30, 2017.

For additional service not outlined in Part A of this Agreement, OLSD agrees to compensate MBA within 30 days of receipt of invoice for any additional services not defined in Part A of this agreement. Any such services and fees will be agreed to in advance by both parties before any services are rendered.

Part D - Miscellaneous

1. **Confidentiality** – OLSD and MBA each acknowledges that (i) in the course of dealings between the parties, each may acquire information about the business activities, operations, technical information and trade secrets of the other, all of which are highly confidential and proprietary to each of the parties and (ii) each may encounter information that individually identifies a

participant, dependent, or health or welfare benefit service provider (together, the “Confidential Information”). As such, both parties agree not to disclose any of the Confidential Information of the other to any third party without the prior written consent of the other party, provided that MBA may compile, utilize, disclose or otherwise employ statistical data that is a participant or dependent identifying (“De-identified Information”), in the event OLSD has authorized MBA to create such De-identified Information.

2. **Compliance with HIPAA** – OLSD and MBA each acknowledges that certain information, reports and data generated under this Agreement are subject to applicable laws and regulations pertaining to the confidentiality of medical records, and the parties agree to comply in all respects with such laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties have entered into a Business Associate Agreement pursuant to HIPAA. Services provided under this Agreement are subject to the Business Associate Agreement, including any amendments thereto, and this Agreement does not modify, supersede or otherwise affect any provision of the Business Associate Agreement except as expressly provided herein. Notwithstanding the preceding sentence, for purposes of this Agreement the description of services set forth in this Agreement supersedes the Schedule of Services attached to and made part of the Business Associate Agreement.
3. **Indemnification**
 - a. MBA shall indemnify, defend and hold harmless OLSD, its officers, directors, stockholders, employees and agents from and against any and all claims, actions, demands, costs and expenses, including reasonable attorney fees and disbursements, they or any of them may incur as a result of a breach by MBA of any of its obligations under this Agreement or the negligent act or willful misconduct of MBA in the conduct of its duties and obligations under this Agreement.
 - b. OLSD shall indemnify, defend and hold harmless MBA, its officers, directors, owners, stockholders, employees and agents from and against any and all claims, actions, demands, costs and expenses, including reasonable attorney fees and disbursements, that MBA may incur as a result of a breach by OLSD of any of its obligations under this Agreement or the negligent act or willful misconduct of OLSD in the conduct of its duties and obligations under this Agreement.
4. **Individuals Providing Services.** MBA shall ensure that all individuals providing services to OLSD pursuant to this Agreement maintain all necessary and appropriate licenses or other authorizations required in order to perform the services provided. MBA will be solely responsible for payment of all payroll taxes, benefits, workers’ compensation, unemployment insurance, trust fund contributions and other deductions, withholdings and contributions under applicable laws and agreements pertaining to any and all individuals providing services to OLSD under this Agreement. OLSD shall not be responsible for any payments, benefits, contributions, deductions or withholdings with regard to such individuals. MBA is solely responsible for the training of any individuals assigned to perform services in accordance with this Agreement. Notwithstanding the services to be performed by MBA under this Agreement, OLSD shall remain ultimately responsible for the operation of its employee benefit plans and programs. In this regard, OLSD shall retain complete and exclusive discretionary authority to construe the terms of its employee benefit plans and programs, determine employee eligibility thereunder, and make all fiduciary decisions required to operate each of such plans and programs. MBA and OLSD each acknowledge and agree that the relationship between them is one of independent parties contracting solely to effectuate the purposes of this Agreement and nothing contained in this

Agreement shall be construed or deemed to create any other relationship between the parties, including one of ownership, employment, agency, or joint venture. Under no circumstances shall OLSD take any actions that would make MBA an ERISA fiduciary or plan sponsor of OLSD or its employee benefits plans or programs.

5. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES RELATED TO LOSS OF DATA, BUSINESS, REVENUE, OR PROFITS) IN CONNECTION WITH THIS AGREEMENT, UNDER ANY LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL THE AGGREGATE LIABILITY OF MBA TO OLSD HEREUNDER EXCEED THE FEES RECEIVED BY MBA FROM OLSD HEREUNDER. THE PARTIES' LIABILITY FOR DAMAGES SHALL BE LIMITED AND/OR EXCLUDED AS PROVIDED IN THIS AGREEMENT, EVEN IF ANY REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
6. **Liability Insurance.** MBA shall maintain liability insurance coverage in amounts reasonably sufficient to cover its liabilities and risks hereunder.
7. **Savings Clause.** If any provision of this Agreement shall be held invalid, illegal or unenforceable in any jurisdiction, for any reason, then to the full extent permitted by law all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed liberally in order to carry out the intent of the parties hereto as nearly as may be possible. Any court or arbitrator having jurisdiction over such matters shall have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.
8. **Applicable Law.** To the extent not preempted by federal law, this Agreement is made in and shall be construed in accordance with the laws of the State of Ohio, without regard to its choice of law provisions.
9. **Amendment.** This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.
10. **Assignment.** OLSD may not assign any of its rights, duties, or obligations hereunder without the express written consent of MBA.
11. **Litigation.** All disputes arising out of this Agreement shall be resolved in any court in Ohio, having jurisdiction over the matter. In any action brought to enforce or interpret this Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees and expenses incurred in connection with such action or arbitration.
12. **Notices.** Any notice required or permitted to be given hereunder shall be in writing, and shall be given by certified mail, return receipt requested, by courier or by personal delivery addressed as follows, unless otherwise designated in writing:

Notices to Olentangy Local School District:
Brian Kern, Treasurer
810 Shanahan Rd., Suite 100
Lewis Center, OH 43035

Notices to: Milestone Benefits Agency, Inc.
Kent Bermingham, President
521 Village Park Drive
P.O. Box 2038
Powell, OH 43065

13. Termination of the Agreement – Either party may terminate the Agreement with 30 days advance written notification after satisfying the initial two year agreement.

Signature:

Brian Kern
Treasurer
Olentangy Local School District

Signature:

Kent Bermingham II
President
Milestone Benefits Agency, Inc.

Date:

Date:

Exhibit A.4 ~ July 9, 2015

Donations to the District

Presented for Board of Education Approval July 9, 2015

- 1) **\$75,000 for the Next Gen science lab at Shanahan Middle School**
From: Charles Blessings Fund of The Columbus Foundation

- 2) **\$75,000 for the Next Gen science lab at Shanahan Middle School**
From: Anonymous Fund of The Columbus Foundation

Plan Provisions Section

- Section I: Definition of Terms Used
- Section II: Participation and Contributions
- Section III: Limitations on Amounts Deferred
- Section IV: Loans
- Section V: Benefit Distributions
- Section VI: Rollovers to the Plan and Transfers
- Section VII: Investment of Contributions
- Section VIII: Amendment and Plan Termination
- Section IX: Miscellaneous
- Section X: Employer Contributions
- Section XI: Roth 403(b) Contributions

1. Employer Information

Employer Name:

Employer Address:

Person at Employer to contact:

Contact's Telephone Number:

Contact's Email Address:

2. Plan Name:

3. Plan Effective/Restatement date:

4. State where Employer is located:

5. The Administrator (see Section 1.3) shall mean the following person(s) or organization and shall perform the following administrative service functions for the Plan:

<i>Name</i>	<i>Administrative Services Performed</i>
Brian Kern - Treasurer	

6. Valuation Date (see Section 1.22) shall mean:

Each business day

☐ The last business day of each month

7. List of Funding Vehicles (see Section 1.13) that are authorized to receive Elective Deferrals, Roth 403(b) Contributions, and Employer Contributions under the Plan, including Annuity Contracts and Custodial Accounts offered by (check all that apply):

Voya Retirement Insurance and Annuity Company

ReliaStar Life Insurance Company

Voya Institutional Trust Company

☐ _____

☐ _____

8. List of Vendors that can receive Contract Exchanges (see Section 6.4). Check all that apply:

Voya Retirement Insurance and Annuity Company

ReliaStar Life Insurance Company

Voya Institutional Trust Company

☐ _____

☐ _____

9. _____ (see Section 11) shall / ☐ shall not be permitted under the Plan.

10. (a) (see Section 10):
- shall
☐ shall not
be permitted under the Plan.

If permitted, for each Plan Year, the shall be:

- _____% of each Participant's Compensation contributed to the Employer Contributions Account of each Participant.
- ☐ \$_____ contributed to the Employer Contributions Account of each Participant.
- ☐ An amount, determined uniformly with respect to each Employee classification within the applicable collective bargaining agreement, to the Employer Contributions Account of each Participant as specified in the applicable collective bargaining agreement.

(b) If permitted shall be made to the following Participants:

- ☐ All Employees
- ☐ collectively bargained employees who participate in the following unions:
-
- ☐ Employees whose employment is NOT governed by a collective bargaining agreement between the Employer and employee representatives
- ☐ Management employees
- ☐ Superintendent
- ☐ Principals
- ☐ Treasurer
- ☐ Administrator
- ☐ Other (specify): __Assistant Superintendent_____

11. (a) (see Section 10):
- ☐ shall
shall not
be permitted under the Plan.

If permitted, Employer Matching Contributions shall match a Participant's (select all that apply):

- ☐ Elective Deferrals
- ☐ Roth 403(b) Contributions

If permitted, the amount of Employer Matching Contributions for each Plan Year shall be:

- ☐ A matching contribution equal to _____% of each Participant's contribution to the Plan.
- ☐ A matching contribution equal to \$_____ of each Participant's contribution to the Plan.
- ☐ A matching contribution equal to a percentage of each Participant's contribution to the Plan in an amount to be determined each Plan Year by the Employer or the applicable collective bargaining agreement.

(b) If permitted, Employer Matching Contributions shall be made to the following Participants:

- ☐ All Employees
- ☐ Collectively bargained employees who participate in the following unions:
-

- ☐ Employees whose employment is NOT governed by a collective bargaining agreement between the Employer and employee representatives
- ☐ Management employees
- ☐ Superintendent
- ☐ Principals
- ☐ Treasurers
- ☐ Administrator
- ☐ Other (specify): _____

12. (a) Employer Nonelective Contributions (see Section 10):

- shall
 - ☐ shall not
- be permitted under the Plan.

If permitted, for each Plan Year, the

shall be:

- ☐ _____% of each Participant's Includible Compensation each Plan Year commencing with the Plan Year in which the Participant has a severance from employment with the Employer and then for the next _____ calendar years (not to exceed 5 calendar years) following the Plan Year in which the Participant has a severance of employment with the Employer, to the extent permitted by Section 403(b)(3) of the Code and applicable regulations thereunder.

A flat dollar contribution (not to exceed the Participant's annual additions limit under Section 415(c) for that year) made each Plan Year to the Employer Contributions Account of each Participant in an amount to be determined for each Plan Year by the Employer commencing with the Plan Year in which the Participant has a severance of employment with the Employer and then for the next _____ calendar years (not to exceed 5 calendar years) following the Plan Year in which the Participant has a severance from employment with the Employer to the extent permitted by Section 403(b)(3) of the Code and applicable regulations thereunder.

- ☐ If the total dollar amount of Employer Nonelective Contribution under this Item 12 for the year of a Participant's severance from employment and for the next 5 calendar years is not to exceed a specified total dollar amount, that dollar amount is: _____

(b) If permitted, _____ shall be made to the following
Participants:

- ☐ All Employees
- ☐ Collectively bargained employees who participate in the following unions:

 - ☐ Employees whose employment is NOT governed by a collective bargaining agreement between the Employer and employee representatives
 - ☐ Management employees
 - ☐ Superintendent
 - ☐ Principals
 - ☐ Treasurer
 - ☐ Administrator
 - ☐ Other (specify): _____

Please note that this document is offered by Voya as:

- a 403(b) plan document for public schools intended to meet the requirements of the final 403(b) regulations issued on July 24, 2007 (Federal Register (72 FR 41128));
- a plan document substantially similar to the IRS model plan language under Rev. Proc. 2007-71. Additional features in this 403(b) plan document are the ability to offer Roth 403(b) and/or Employer Contributions under your 403(b) plan, which are not addressed by the IRS model plan language. The document has not been reviewed or approved by the Internal Revenue Service.

A plan sponsor should review this plan document, together with legal counsel to the extent appropriate, to determine whether additional modifications to the plan document may be necessary to address specific facts, circumstances, and applicable law.

_____, the undersigned individual, as authorized by the Employer, has caused this Plan to be executed this

Employer: _Olentangy Local Schools_____

By: _____

Title: ___Treasurer/CFO_____

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 : The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 : The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the Participant's Elective Deferrals, any Employer Contributions, and Roth 403(b) Contributions, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in Section 414(p)(8) of the Code).

1.3 : means the person(s) or organization, such as the Vendor, third party administrator or other designee, approved by the Employer to administer the Plan and perform administrative functions for the Plan as identified in the Plan Provisions Section.

1.4 : A nontransferable contract as defined in Section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the State in which the Employer is located as indicated in the Plan Provisions Section and that includes payment in the form of an annuity.

1.5 : The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

1.6 : The group or individual custodial account or accounts, as defined in Section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

1.7 : The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to Sections of the Code are to such Sections as they may from time to time be amended or renumbered.

1.8 : All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan).

1.9 " : The definition of disability provided in the applicable Individual Agreement.

1.10 : The Employer contributions made to the Plan at the election of the Participant in accordance with Section 2 in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.

1.11 : Each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee's compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

1.12 : The public school adopting this Plan indicated in the Plan Provisions Section.

1.13 : The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan and are identified in the Plan Provisions Section.

1.14 : An Employee's actual wages in box 1 of Form W-2 for the most recent one-year period of service for the Employer, but increased (up to the dollar maximum) by any compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws. Pursuant to Reg. Section 1.415(c)-2(e)(3) of the Income Tax Regulations, Includible Compensation will include any payments made to a Participant who has had a Severance from Employment, provided that the Includible Compensation is paid by the later of 2 ½ months after the Participant's Severance from Employment or the end of the Plan Year that contains the date of such Participant's Severance from Employment. In addition, pursuant to Reg. Section 1.415(c)-2(e)(4) of the Income Tax Regulations, Includible Compensation will include payments made to an individual who does not currently perform services for the Employer by reason of qualified military service (as defined in Section 414(u)(5) of the Code) to the extent those payments do not exceed the amount the individual would have received if the individual had continued to perform services for the Employer rather than enter qualified military service. If the Plan permits Employer Contributions pursuant to Section 10, then such Employer Contributions shall be subject to a maximum of \$200,000 (or such higher maximum as may apply under Section 401(a)(17) of the Code).

In addition, for the purposes of calculating the maximum allowable Employer Nonelective Contribution for a former Employee as provided in Section 10.1(d), "Includible Compensation" shall be based on "includible compensation" as defined in section 403(b)(3) of the Code and applicable IRS regulations and shall be subject to the limitations of section 415(c)(1) of the Code. To the extent permitted under Treas. Reg. §1.403(b)-4(d), a former Employee is deemed to have monthly Includible Compensation for the period through the end of the taxable year of the Employee in which he or she ceases to be an Employee and through the end of the next five taxable years. The amount of the monthly Includible Compensation is equal to one-twelfth of the former Employee's Includible Compensation during the former Employee's most recent year of service. The Employer Nonelective Contribution for a former Employee must not exceed the limitation of section 415(c)(1) up to the lesser of the dollar amount in section 415(c)(1)(A) or the former Employee's annual Includible Compensation based on the former Employee's average monthly Includible Compensation during his or her most recent year of service as defined in section 403(b)(4) of the Code and applicable regulations thereunder.

1.15 : The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract with respect to that Participant's Account.

1.16 : An individual for whom Elective Deferrals (or Roth 403(b) Contributions) are currently being made, or for whom Elective Deferrals (or Roth 403(b) Contributions) have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.

1.17 : The name of the plan as indicated in the Plan Provisions Section.

1.18 “ : The calendar year.

1.19 : The Employer and any other entity which is under common control with the Employer under Section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

1.20 “ : For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

1.21 “ : The provider of an Annuity Contract or Custodial Account.

1.22 : means the date(s) selected in the Plan Provisions Section.

2.1 Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals or Roth 403(b) Contributions in accordance with Section 11 made on his or her behalf hereunder immediately upon becoming employed by the Employer.

2.2 An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral and/or Roth 403(b) Contributions in accordance with Section 11 on his or her behalf) and filing it with the Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than \$200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals (and/or Roth 403(b) Contributions) are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. All Elective Deferrals shall be made on a pre-tax basis. All Roth 403(b) Contributions shall be made in accordance with the terms of Section 11. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the Employee's election.

2.3 Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

2.4 Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals (and/or Roth 403(b) Contributions), his or her investment direction, and/or his or her designated Beneficiary. A change in the amount of Elective Deferrals (and/or Roth 403(b) Contributions) investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.

2.5 If contributions under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

2.6 . Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals (and/or Roth 403(b) Contributions) under the Plan shall continue to the extent that Compensation continues.

3.1 Except as provided in Sections 3.2 and 3.3, the maximum amount of the Elective Deferrals (and/or Roth 403(b) Contributions to the extent permitted under Section 11) under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under Section 402(g)(1)(B) of the Code, which is \$15,500 for 2008, and is adjusted for cost-of-living thereafter to the extent provided under Section 415(d) of the Code.

3.2 . Because the Employer is a qualified organization (within the meaning of Section 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the applicable dollar amount under Section 3.1(a) for any "qualified Employee" is increased (to the extent provided in the Individual Agreements) by the least of:

- (a) \$3,000;
- (b) The excess of:
 - (1) \$15,000, over
 - (2) The total special 403(b) catch-up elective deferrals made for the qualified Employee by the qualified organization for prior years; or
- (c) The excess of:
 - (1) \$5,000 multiplied by the number of years of service of the Employee with the qualified organization, over
 - (2) The total Elective Deferrals and, if applicable, Roth 403(b) Contributions made for the Employee by the qualified organization for prior years made pursuant to this subsection.

For purposes of this Section 3.2, a "qualified employee" means an Employee who has completed at least 15 years of service taking into account only employment with the Employer.

3.3 An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals (and/or Roth 403(b) Contributions), up to the maximum age 50 catch-up Elective Deferrals (or Roth 403(b) Contributions) for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals (or Roth 403(b) Contributions) for a year is \$5,000 for 2008, and is adjusted for cost-of-living thereafter to the extent provided under the Code.

3.4 . Amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals (or Roth 403(b) Contributions) for a year be more than the Participant's Compensation for the year.

3.5 For purposes of this Section 3, if the Participant is or has been a participant in one or more other plans under Section 403(b) of the Code (and any other plan that permits elective deferrals under Section 402(g) of the Code), then this Plan and all such other plans shall be considered as one

plan for purposes of applying the foregoing limitations of this Section 3. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 3.2 only if the other plan is a Code Section 403(b) plan.

3.6 If the Elective Deferrals (or Roth 403(b) Contributions) on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferrals (and/or Roth 403(b) Contributions) on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under Section 403(b) of the Code (and any other plan that permits elective deferrals under Section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral (and to the extent applicable, Roth 403(b) Contributions), to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant. Excess Deferrals (and, if applicable, Roth 403(b) Contributions) will be distributed to the Participant, with allocable net income, no later than April 15 of the following taxable year or otherwise in accordance with Section 402(g) of the Code.

3.7 An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on a leave of absence for qualified military service under Section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under Section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

4.1 . Loans shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured.

4.2 Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 4.3, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

4.3 No loan to a Participant under the Plan may exceed the lesser of:

(a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

(b) one half of the value of the Participant's vested Account Balance (as of the Valuation Date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 4.3, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

5.1

. Except as permitted under Section 3.6 (relating to excess Elective Deferrals), Section 5.3 (relating to withdrawals of amounts rolled over into the Plan), Section 5.4 (relating to hardship), or Section 8.3 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements. Notwithstanding the foregoing, Elective Deferrals made to an Annuity Contract and corresponding earnings as of December 31, 1988 are "grandfathered" and withdrawal restrictions do not apply to the extent that such amounts can be appropriately identified by the Vendor.

5.2

. Each Individual Agreement shall comply with the minimum distribution requirements of Section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of Section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Section 1.408-8 of the Income Tax Regulations, except as provided in Section 1.403(b)-6(e) of the Income Tax Regulations.

5.3

If a Participant has a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

5.4

. (a) Hardship withdrawals shall be permitted under the Plan in accordance with the financial need safe harbor rules described in Section 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. If applicable under an Individual Agreement, no Elective Deferrals (or Roth 403(b) Contributions) shall be allowed under the Plan during the 6-month period beginning on the date the Participant receives a distribution on account of hardship.

(b) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to Section 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations), the Vendor notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Elective Deferrals (or Roth 403(b) Contributions) under the Plan.

(c) An Individual Agreement may make distributions to a Participant for expenses described in Section 1.401(k)-1(d)(3)(iii)(B)(1), (3), or (5) of the Income Tax Regulations for a primary Beneficiary. For this purpose, a "primary Beneficiary" is an individual who is named as a Beneficiary and has an unconditional right to all or a portion of the Account balance upon the death of the Participant.

5.5

. (a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in Section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in Section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the

spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Section 408(d)(3)(C) of the Code).

(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

(c) A Participant or a spouse who is the designated Beneficiary of the Participant may elect to roll over amounts in accordance with Section 408A(e) of the Code directly to a Roth IRA.

6.1

(a) . To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. However, in no event does the Plan accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in Section 402A(e)(1) of the Code or a Roth IRA described in Section 408A of the Code.

(b) . For purposes of Section 6.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) a payment if it is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for (i) the life of the Participant (or the joint lives of the Participant and the Participant's Beneficiary), (ii) the life expectancy of the Participant (or the joint life and last survivor expectancy of the Participant and the Participant's Beneficiary), or (iii) any installment payment for a period of 10 years or more; (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the Participant; (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Section 401(a)(9) of the Code; (4) corrective distributions of excess contributions under a qualified cash or deferred arrangement described in Section 1.401(k)-2(b)(2) of the Income Tax Regulations and excess aggregate contributions described in Section 1.401(m)-2(b)(2) of the Income Tax Regulations, together with the income allocable to these distributions; (5) loans that are treated as deemed distributions pursuant to Section 72(p) of the Code and (6) similar items designated by the Commissioner in revenue rulings, notices, and other guidance published in the Internal Revenue Bulletin. In addition, an eligible retirement plan means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity plan described in Section 403(a) or 403(b) of the Code, or an eligible governmental plan described in Section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) . The Vendor shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

6.2

(a) At the direction of the Employer, for a class of Employees who are participants or beneficiaries in another plan under Section 403(b) of the Code, the Administrator may permit a transfer of assets to the Plan as provided in this Section 6.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the participant is an employee or former employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Section 1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies Section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer in accordance with Section 1.414(l)(1) of the Code.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under Section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.

6.3 (a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another plan that satisfies Section 403(b) of the Code in accordance with Section 403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 6.3(a) only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred in accordance with Section 1.414(l)(1) of the Code.

(b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under Section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 6.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.3 (for example, to confirm that the receiving plan satisfies Section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Section 1.403(b)-10(b)(3) of the Income Tax Regulations.

6.4 (a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors identified in the Plan Provisions Section. However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Section 2 (referred to below as an exchange) is not permitted unless the conditions in paragraphs (b) through (d) of this Section 6.4 are satisfied.

(b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or

Beneficiary under both Section 403(b) contracts or custodial accounts immediately before the exchange).

(c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy Section 403(b) of the Code, including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5.1); (ii) the Vendor notifying the Employer of any hardship withdrawal under Section 5.4 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals (and, if applicable, Roth 403(b) Contributions, under the Plan; and (iii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's Section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 5.4); and

(2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 4.3, so that any such additional loan is not a deemed distribution under Section 72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(e) If any Vendor ceases to be eligible to receive Elective Deferrals (or Roth 403(b) Contributions) under the Plan as indicated in the Plan Provisions Section, the Employer will enter into an information sharing agreement as described in Section 6.4(d) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Section 6.4(d)(1) and (2) in order for such Vendor to be listed in the Plan Provisions Section.

6.5 (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.5(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 6.5(a) only if the transfer is either for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which Section 415 of the Code does not apply by reason of Section 415(k)(3) of the Code.

(c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

7.1 . All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

7.2 . Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in Section 6.4 of the Plan, the Individual Agreements and permitted under applicable Income Tax Regulations.

7.3 . The Administrator shall maintain a list of all Vendors under the Plan, including those eligible to receive Elective Deferrals, Roth 403(b) Contributions, and Employer Contributions, as applicable, and, those only eligible to receive contract exchanges made under Section 6.4, if applicable, which shall be listed in the Plan Provisions Section. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy Section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals (or Roth 403(b) Contributions) under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals (or Roth 403(b) Contributions) under the Plan and a Vendor holding assets under the Plan in accordance with Section 6.2 or 6.4), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy Section 403(b) of the Code or other requirements of applicable law.

8.1 . The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

8.2 . The Employer reserves the authority to amend or terminate this Plan at any time.

8.3 . The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed as soon as administratively practicable under the Plan, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative Section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

9.1 Except as provided in Section 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

9.2 Notwithstanding Section 9.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order") and Section 414(p) of the Code, then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

9.3 Notwithstanding Section 9.1, if a Participant or Beneficiary is entitled to a distribution in accordance with Section 5, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

9.4 . Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals (and, if applicable, Roth 403(b) Contributions), which constitute wages under Section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including Section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

9.5 If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

9.6 If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

9.7 The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the

Employer's or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

9.8 . The Plan, together with the Individual Agreements, is intended to satisfy the requirements of Section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or Section 403(b) of the Code.

9.9 . The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.

9.10 . Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

9.11 . Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

10.1

(a) “ ” means the account established and maintained by the Administrator for each Participant with respect to his total vested interest (including any earnings and losses attributable thereon) under the Plan resulting from Employer Discretionary Contributions, Employer Matching Contributions, and/or Employer Nonelective Contributions.

(b) “ ” means the Employer’s discretionary contributions to the Plan in accordance with the formula selected by the Employer in the Plan Provisions Section.

(c) “ ” means the Employer’s contributions to the Plan that match a Participant’s Elective Deferrals or Roth 403(b) Contributions in accordance with the formula selected in the Plan Provisions Section.

(d) “ ” means amounts contributed by the Employer to the Plan each Plan Year for such Participants identified by the Employer in the Plan Provisions section commencing with the Plan Year in which a Participant has a severance from employment with the Employer for a period of years as elected by the Employer in the Plan Provisions section.

(e) “ ” means the nonforfeitable portion of any Account maintained on behalf of a Participant.

10.2 . For each Plan Year, the Employer will contribute to the Plan the amount and form of contributions as specified in the Plan Provisions Section, subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement. Such contributions will be allocated to the Participant’s Employer Contributions Account.

10.3

(a) The maximum permissible Annual Additions that may be contributed or allocated to each Participant’s Account under the Plan for any Plan Year will not exceed the lesser of:

- (i) \$40,000, as adjusted for increases in the cost of living under Section 415(d) of the Code, or
- (ii) 100 percent of the Participant’s Includible Compensation for the Plan Year.

(b) For purposes of this Section, “Annual Additions” means, for any Plan Year, the sum of Elective Deferrals, Roth 403(b) Contributions, and Employer Contributions to the Plan made to the Participant’s Account and the sum of any employee and employer contributions made on behalf of such individual under any other 403(b) plan, whether or not sponsored by the Employer.

(c) If a Participant has a “controlling interest” in another employer and participates in that employer’s qualified 401(a) defined contribution plan, a welfare benefit fund (as defined in Section 419(e) of the Code), an individual medical account (as defined in Section 415(l)(2) of the Code) or a simplified employee pension (as defined in Section 408(k) of the Code) which

provides Annual Additions, the amount of Annual Additions which may be credited to a Participant's Account for any Plan Year will not exceed the maximum permissible amount described in subsection (a), taking into account employer contributions that have been allocated to such other plans as described in this subsection.

(d) If the Annual Additions are greater than the maximum permissible amount described in subsection (a) in a Plan Year, no amount will be contributed to the Participant's Account under the Plan for that Plan Year. If there is any such excess amount under the Plan, the Employer or its delegate will direct the Vendor as to the appropriate method of correction of such excess amounts in accordance with the Income Tax Regulations. If timely correction of such excess is not made, such excess will remain in the Plan and will be separately accounted for in accordance with Section 403(c) of the Code.

10.4 . A Participant will be 100% Vested in any Employer Discretionary Contributions, Employer Matching Contributions, and Employer Nonelective Contributions.

11.1

(a) “Roth 403(b) Contributions” means, if so elected by the Employer in the Plan Provisions Section, contributions that are:

- (i) made by the Employer to the Plan pursuant to a Compensation reduction agreement entered into by a Participant, which qualifies as a “designated Roth contribution” within the meaning of Code Section 402A;
- (ii) irrevocably designated by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the Elective Deferrals the Participant is otherwise eligible to make under the Plan; and
- (iii) treated by the Employer as includible in the Participant’s income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

(b) “Roth 403(b) Contributions Account” means the account established and maintained by the Administrator for each Participant with respect to his total interest (including and earnings and losses attributable thereon) under the Plan resulting from Roth 403(b) Contributions.

11.2

For each Plan Year, each Participant may elect to make Roth 403(b) Contributions to the Plan up to the applicable limit under Code Section 402(g) and as aggregated with Elective Deferrals as described in Section 3.1, 3.2, and 3.3, and subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement. Such contributions will be allocated to the Participant’s Roth 403(b) Contributions Account.

11.3

(a) Qualified Distributions: Distributions from a Roth 403(b) Contributions Account will be tax-free for federal income tax purposes if:

- (i) The amounts are held for a 5-year holding period, measured from the first year that the initial Roth 403(b) Contribution was made on behalf of the Participant to a Roth 403(b) Contributions Account, and
- (ii) The distribution is due to a Participant’s attainment of age 59 ½, death, or in the event of the Participant’s becoming Disabled.

(b) Non-qualified Distributions: Amounts distributed from a Roth 403(b) Contributions Account that are not considered “Qualified Distributions” as defined in Section 11.3(a), may be distributed from a Roth 403(b) Contributions Account subject to the distribution rules applicable to Elective Deferrals as described in Section 5.1. Such nonqualified distributions shall be subject to federal income tax to the extent that the amount distributed exceeds the value of the Roth 403(b) Contributions.

(c) In no event shall amounts held in a Roth 403(b) Contributions Account shall be used for a loan in accordance with Section 4, distributed due to a hardship withdrawal under Section 5.4, transferred in accordance with Sections 6.3 or 6.5, or exchanged in accordance with Section 6.4.

Exhibit B.1 ~ July 9, 2015

CERTIFIED CONTRACTS

2015-16 School Year

Recommended for Board of Education Approval on July 9, 2015

Employee Name			Position	Location	Contract		
Last Name	First Name	Middle			Effective Date	Term	Salary
Button	Michele	E.	Grade 1	ACES	08/10/15	1-Year	\$ 62,265.00
Friscone	Amy	J.	Kindergarten (0.50 FTE)	GOES	08/10/15	1-Year	\$ 20,089.00
Strong	Grant	L.	Grade 3	ACES	08/10/15	1-Year	\$ 43,561.00

Exhibit B.2 ~ July 9, 2015

CERTIFIED NEW TEACHER ACADEMY STIPEND PAID THROUGH MEMORANDUM BILLING

2015-16 School Year

Recommended for Board of Education Approval on July 9, 2015

Last Name	First Name	Middle
Button	Michele	E.
Friscone	Amy	J.
Strong	Grant	L.

OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION RESOLUTION

July 9, 2015

WHEREAS, F. Marie Beverly-Coy (“Ms. Beverly-Coy”) is employed by the Olentangy Local School District Board of Education (“Board”) as a Bus Driver; and

WHEREAS, the Board believes that a Bus Driver must perform her job duties in a competent, efficient and professional manner; and

WHEREAS, the Board believes that a Bus Driver properly can be held to a standard of behavior consistent with the employee’s responsibilities to perform her job duties in a competent, efficient and professional manner; and

WHEREAS, the Board believes Ms. Beverly-Coy’s misconduct, as alleged hereinbelow, is wholly contrary to her responsibilities, duties, and obligations as a Bus Driver; and

WHEREAS, the Board delivered and/or made all reasonable attempts to deliver a written Pre-Disciplinary Notice to Ms. Beverly-Coy through means including but not limited to hand-delivery and certified mail dated May 27, 2015 to her current address of record, this Notice is incorporated herein by reference, it included a directive to attend a meeting, and Ms. Beverly-Coy attended a June 4, 2015 meeting to respond to these charges against her; and

WHEREAS, the Superintendent/designee now recommends that the Board terminate the employment of Ms. Beverly-Coy for incompetency, inefficiency, immoral conduct, insubordination, neglect of duty, and other acts of misfeasance, malfeasance, and nonfeasance, based on her misconduct, as alleged hereinbelow; and

WHEREAS, the Board agrees with the aforesaid recommendations;

NOW THEREFORE, BE IT RESOLVED, pursuant to Ohio Revised Code Section 3319.081 and Article 15 of the Negotiated Agreement between the Board of Education of the Olentangy Local School District and the Ohio Association of Public School Employees, Local 322, that the Board terminates Ms. Beverly-Coy’s contracts of employment, effective immediately, for incompetency, inefficiency, immoral conduct, insubordination, neglect of duty, and other acts of misfeasance, malfeasance, and nonfeasance in her job. The grounds for such consideration, each of which is asserted below and each of which is asserted independent of, and/or in combination with, some or all of the other grounds enumerated, are:

1. Ms. Beverly-Coy failed to properly maintain control of the students on her bus. On April 24, 2015, Ms. Beverly-Coy failed to establish control of students before beginning her bus run from Wyandot Run Elementary. During an investigative meeting on April 30, 2015, Ms. Beverly-Coy admitted that she made a mistake by leaving school before establishing control. When students continued to

misbehave, Ms. Beverly-Coy pulled off the road and made a hard stop, which jostled students.

2. Ms. Beverly-Coy resorted to physical violence and/or inappropriate physical contact to modify a student's behavior. On April 24, 2015, after she pulled her bus off the road, Ms. Beverly-Coy hit and/or smacked a student (Student A) on the top of his head and told him to sit down. During her April 30, 2015 investigative meeting, Ms. Beverly-Coy admitted that she did this out of frustration.
3. Ms. Beverly-Coy resorted to physical violence and/or inappropriate physical contact to modify another student's behavior. On April 24, 2015, after Ms. Beverly-Coy pulled her bus off the road, she walked toward the back of the bus and pushed a student (Student B) on the leg twice to move the student's leg out of the aisle. During her April 30, 2015 investigative meeting, Ms. Beverly-Coy admitted that she should have handled Student B's behavior in a different manner, and admitted that she had no right to touch this student.
4. After April 24, 2015, while Ms. Beverly-Coy was on paid administrative leave, she called the bus compound and asked to be placed on speaker phone in the drivers' lounge. After she was placed on speaker phone, Ms. Beverly-Coy told other drivers her version of the incidents described in paragraphs 1 through 3 herein.

BE IT FURTHER RESOLVED, that the District Treasurer is authorized and directed to promptly furnish Ms. Beverly-Coy a written notice, signed by the Treasurer, of this Board's action to terminate her contract and that this notice be sent via certified mail.

Calamity Day Makeup Plan

This is the preliminary calamity day makeup plan of the Olentangy Local School District (OLSD) for the 2015-16 school year. This plan is intended to makeup calamity days in excess of the five (5) days permitted under sections 3313.48, 3313.481, and 3317.01 of the Ohio Revised Code. The plan will allow staff to upload online lessons to make up for instructional time lost due to excess calamity days. The district plan is outlined below.

Number of days: The OLSD will allow the makeup of up to three (3) days of school instruction through online lessons.

Lesson Plans: Staff will develop enough lessons to cover the up to three (3) days of lost instruction due to calamity days. The lessons will be developed and stored in Schoology by October 30, 2015. Lessons can be updated, replaced, or created as necessary by staff. Lessons may be introductions, enrichment, or extensions of curriculum content.

Communication: The Communications Department will publicize the online calamity day plan on November 18, 2015 through iContact. On the 4th calamity day, the Communications Department will repost this information with the addition of directions on how to access the lessons. On the 6th calamity day, the teachers will be directed to make the online calamity day lessons visible in Schoology, and the Communications Department will again publicize the directions on how to access the lessons.

Posting the lessons: The lessons will be gathered in Schoology and published if it becomes necessary to declare an online calamity day.

Completion Deadline: Students will be granted a two-week period of time from the date of return to school to complete the lessons.

Access to a Computer: Students without internet access will be given opportunities before, during, or after school hours to complete the online lessons in a computer lab or classroom. Staff may provide a substantially similar paper lesson to students without internet access in order to complete the lesson.

Grading: Staff will grade the online lesson in the same manner as other classroom lessons. Students who do not complete the work may receive an incomplete or failing grade if the lesson is not completed in time. Any student who fails to complete an online assignment should be counted as absent for the calamity day. If a student receives an incomplete and the assignment is subsequently made up under locally adopted policy, the student would be considered in attendance.

Kevin O'Brien

Board President

Wade Lucas, Ed. D. Superintendent

Elaine Eddy

OTA President

EMERGENCY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That BOARD OF EDUCATION OF THE OLENTANGY LOCAL SCHOOL DISTRICT hereinafter called GRANTOR, in consideration of Two Thousand Five Hundred Dollars (\$2,500.00) paid by Edwards Land Development Co., LLC, its successors and assigns, the GRANTEE herein, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys with limited warranty covenants to GRANTEE, its successors and assigns, a non-exclusive easement across, under and through the real property more particularly described on the attached Exhibit A and depicted on Exhibit B (the "Easement Area"), which is a part of Grantor's land described in the following instruments filed for record: Deed Book 202, Page 1459 and Deed Book 92, Page 1349 in the Recorder's Office, Delaware County, Ohio (the "Grantor's Property") for the purpose of an emergency access for the benefit of certain land owned by Grantee described in Instrument No. _____, Recorder's Office, Delaware County, Ohio ("Grantee's Property"). Grantee shall construct and thereafter maintain an asphalt driveway commencing from the eastern boundary of the Easement Area and terminating at the existing parking lot on Grantor's Property as shown on Exhibit A attached hereto. Grantee shall also install a gate and or "Pedestrian Traffic Only" signage along the existing parking lot on Grantor's Property as shown on Exhibit A attached hereto. The asphalt driveway, gate and signage constructed within the Easement Area are hereinafter referred to as the "Easement Area Improvements."

Grantee shall construct and maintain all Easement Area Improvements at its sole cost and expense. Grantee shall not be obligated to maintain any part of the Easement Area that does not contain Easement Area Improvements. This Easement also conveys the right of ingress and egress to Grantee in and over any reasonable routes on Grantor's property in order to access said Easement Area for construction and maintenance purposes. Grantee shall replace and restore any area on Grantor's Property disturbed by the construction, operation, and maintenance of the Easement Area Improvements to its original condition.

Grantor has determined that the Easement Area is not presently needed for school purposes and cannot be advantageously disposed by sale. Grantee's access to and use of the Easement Area shall not disrupt school operations, and all construction and maintenance work shall occur on a schedule subject to the prior written approval of Grantor's Superintendent or designee. Notwithstanding anything to the contrary herein, Grantor reserves the right to terminate this Agreement upon its determination that any portion of the Easement Area is needed for school

purposes, or that Grantee has failed to sufficiently maintain the Easement Area. However, Grantor agrees to provide an alternate Access Easement acceptable to the Genoa Township Fire Department if it needs to use the area described in this Easement for another purpose. If this Agreement is terminated, Grantor shall retain ownership of all Easement Area Improvements. The Easement Area conveyed herein is being acquired by Grantee for the purpose stated herein, and it shall not be used for any other purpose.

Nothing contained in this Agreement is intended nor shall it be construed as a dedication of the Easement Area, or any part thereof, to public use or to grant or create any rights in, to or for the benefit of the general public or any owner or occupant of any property adjoining or near the Grantor's Property or the Grantee's Property.

GRANTEE shall indemnify and hold harmless GRANTOR, and its agents, officers and employees, from all claims, suits or actions of every kind and description made or brought against GRANTOR, which are related in any manner to the GRANTEE's use of Easement Area, as well as all claims, suits or actions of every kind and description made or brought against GRANTOR, which are in any manner otherwise subject to the terms of this Agreement. Nothing in this Agreement shall be interpreted to increase GRANTOR's tort liability under Ohio Revised Code Chapter 2744.

This instrument, together with the provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Grantor, by execution hereof, covenants that it is the owner of the above described Grantor's Property and the same is free and clear all encumbrances, except mortgages, leases, easements, and restrictions of record.

[Intentionally Left Blank. Signatures to Follow.]

EXECUTED by Grantor on the date set forth below.

BOARD OF EDUCATION OF THE OLENTANGY LOCAL SCHOOL DISTRICT

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____

The State of Ohio
Delaware County, ss:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally came _____, the _____ of the Board of Education of the Olentangy Local School District and _____, the _____ of the Board of Education of the Olentangy Local School District and acknowledged the signing of the same to be their voluntary act and deed on behalf of Board of Education of the Olentangy Local School District.

In witness whereof, I have subscribed by name and affixed my official seal on the date below mentioned.

Sworn to and subscribed before me this ____ day of _____, 2015.

Notary Public

EXHIBIT "A"

ACCESS EASEMENT
0.371 ACRE

Situated in the State of Ohio, County of Delaware, Township of Genoa, lying in Farm Lot A, Section 2, Township 3, Range 17, United States Military Lands, being a strip of land on, over and across Lot 6271 of that subdivision entitled "Grand Oak Section 1" of record in Plat Cabinet 2, Slide 677, being part of that tract conveyed to The Board of Education of The Olentangy Local School District by deed of record in Official Record 202, Page 1459, (all references are to the records of the Recorder's Office, Delaware County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the easterly common corner of that 50.271 acre tract conveyed to Daniel L. Straub and Carla M. Straub by deed of record in Official Record 1125, Page 25 and that 0.284 acre tract conveyed to Duncan Barth by deed of record in Official Record 607, Page 672, in the westerly line of said Lot 6271;

thence North 03° 34' 16" East, with the line common to said Lot 6271 and said 50.271 acre tract, a distance of 189.26 feet to the TRUE POINT OF BEGINNING;

thence North 03° 34' 16" East, continuing with said common line, a distance of 22.79 feet to a point;

thence across said Lot 6271, the following courses and distances:

South 71° 17' 09" East, a distance of 90.20 feet to a point;

North 87° 08' 45" East, a distance of 90.01 feet to a point of curvature;

with the arc of a curve to the right, having a central angle of 24° 56' 41", a radius of 76.00 feet, an arc length of 33.09 feet, a chord bearing of South 80° 22' 55" East and chord distance of 32.83 feet to a point of tangency;

South 67° 54' 34" East, a distance of 16.52 feet to a point of curvature;

with the arc of a curve to the right, having a central angle of 23° 53' 54", a radius of 76.00 feet, an arc length of 31.70 feet, a chord bearing of South 55° 57' 37" East and chord distance of 31.47 feet to a point of tangency;

South 44° 00' 40" East, a distance of 93.00 feet to a point of curvature;

with the arc of a curve to the left, having a central angle of 49° 03' 10", a radius of 54.00 feet, an arc length of 46.23 feet, a chord bearing of South 68° 32' 15" East and chord distance of 44.83 feet to a point of tangency;

North 86° 56' 10" East, a distance of 229.48 feet to a point of curvature;

with the arc of a curve to the right, having a central angle of 30° 03' 25", a radius of 76.00 feet, an arc length of 39.87 feet, a chord bearing of South 78° 02' 08" East and chord distance of 39.41 feet to a point of tangency;

South 63° 00' 26" East, a distance of 10.55 feet to a point of curvature;

with the arc of a curve to the right, having a central angle of 36° 11' 45", a radius of 76.00 feet, an arc length of 48.01 feet, a chord bearing of South 44° 54' 34" East and chord distance of 47.22 feet to a point of tangency; and

South 26° 48' 41" East, a distance of 16.92 feet to a point in the westerly right-of-way line of Grand Oak Boulevard (70 feet wide) of record in said "Grand Oak Section 1";

thence with said westerly right-of-way line, with the arc of a curve to the left, having a central angle of 05° 33' 32", a radius of 226.86 feet, an arc length of 22.01 feet, a chord bearing of South 62° 34' 44" West and chord distance of 22.00 feet to a point;

thence across said Lot 6271, the following courses and distances:

North 26° 48' 41" West, a distance of 17.16 feet to a point of curvature;

0.371 ACRE

2

with the arc of a curve to the left, having a central angle of $36^{\circ} 11' 45''$, a radius of 54.00 feet, an arc length of 34.11 feet, a chord bearing of North $44^{\circ} 54' 34''$ West and chord distance of 33.55 feet to a point of tangency;

North $63^{\circ} 00' 26''$ West, a distance of 10.55 feet to a point of curvature;

with the arc of a curve to the left, having a central angle of $30^{\circ} 03' 25''$, a radius of 54.00 feet, an arc length of 28.33 feet, a chord bearing of North $78^{\circ} 02' 08''$ West and chord distance of 28.00 feet to a point of tangency;

South $86^{\circ} 56' 10''$ West, a distance of 229.48 feet to a point of curvature;

with the arc of a curve to the right, having a central angle of $49^{\circ} 03' 10''$, a radius of 76.00 feet, an arc length of 65.07 feet, a chord bearing of North $68^{\circ} 32' 15''$ West and chord distance of 63.10 feet to a point of tangency;

North $44^{\circ} 00' 40''$ West, a distance of 93.00 feet to a point of curvature;

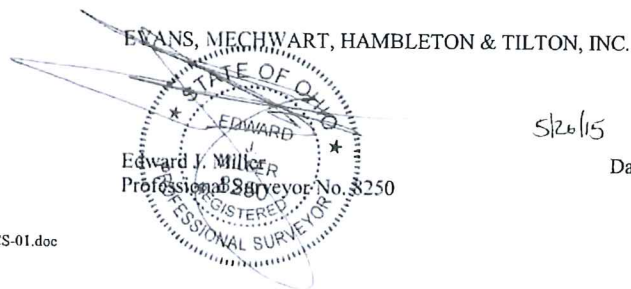
with the arc of a curve to the left, having a central angle of $23^{\circ} 53' 54''$, a radius of 54.00 feet, an arc length of 22.52 feet, a chord bearing of North $55^{\circ} 57' 37''$ West and chord distance of 22.36 feet to a point of tangency;

North $67^{\circ} 54' 34''$ West, a distance of 16.52 feet to a point of curvature;

with the arc of a curve to the left, having a central angle of $24^{\circ} 56' 41''$, a radius of 54.00 feet, an arc length of 23.51 feet, a chord bearing of North $80^{\circ} 22' 55''$ West and chord distance of 23.32 feet to a point of tangency;

South $87^{\circ} 08' 45''$ West, a distance of 94.20 feet to a point;

North $71^{\circ} 17' 09''$ West, a distance of 88.44 feet to the TRUE POINT OF BEGINNING, containing 0.371 acre, more or less.



5/26/15

Date



EMH&T
Engineering, Mapping & Technology, Inc.
3000 N. Alameda, Suite 200
Tomball, TX 77375
Phone: 281.775.4500
Fax: 281.775.4501
emht.com

ACCESS EASEMENT

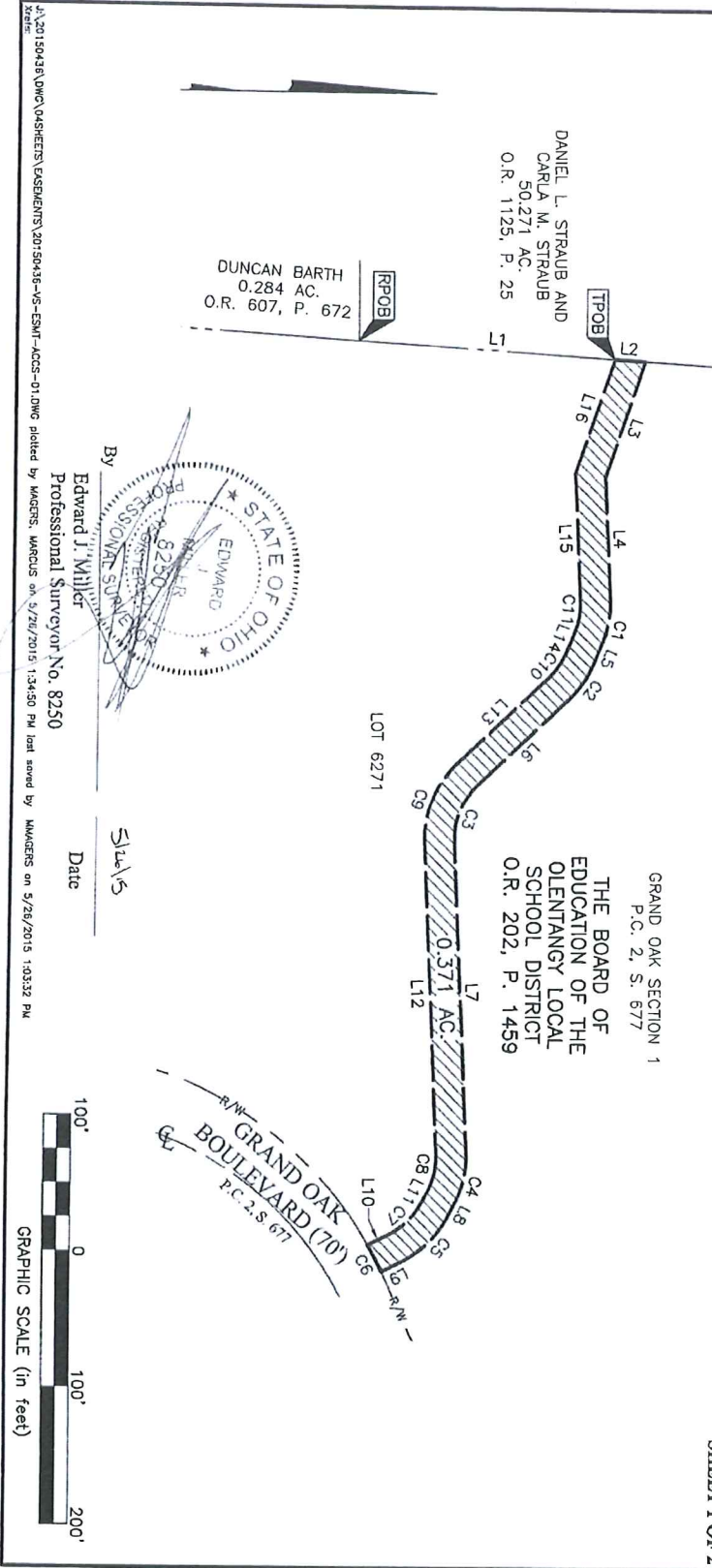
FARM LOT A, SECTION 2, TOWNSHIP 3, RANGE 17

UNITED STATES MILITARY LANDS

TOWNSHIP OF GENOA, COUNTY OF DELAWARE, STATE OF OHIO

Date:	May 26, 2015
Scale:	1" = 100'
Job No.	2015-0436

SHEET 1 OF 2



LA 20150436.DWG (AS SHEETS) EASEMENTS, 20150436-VS-ESMT-ACCS-01.DWG plotted by MARGERS, WARCUS on 5/26/2015 1:34:50 PM last saved by MARGERS on 5/26/2015 1:03:32 PM

EMH&T
Everts, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
3500 New Albany Road Columbus, OH 43254
Phone 614.773.0900 Fax 614.773.3448
emhlt.com

ACCESS EASEMENT
FARM LOT A, SECTION 2, TOWNSHIP 3, RANGE 17
UNITED STATES MILITARY LANDS
TOWNSHIP OF GENOA, COUNTY OF DELAWARE, STATE OF OHIO

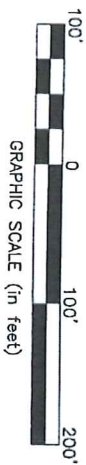
Date: May 26, 2015
Scale: 1" = 100'
Job No. 2015-0436

SHEET 2 OF 2

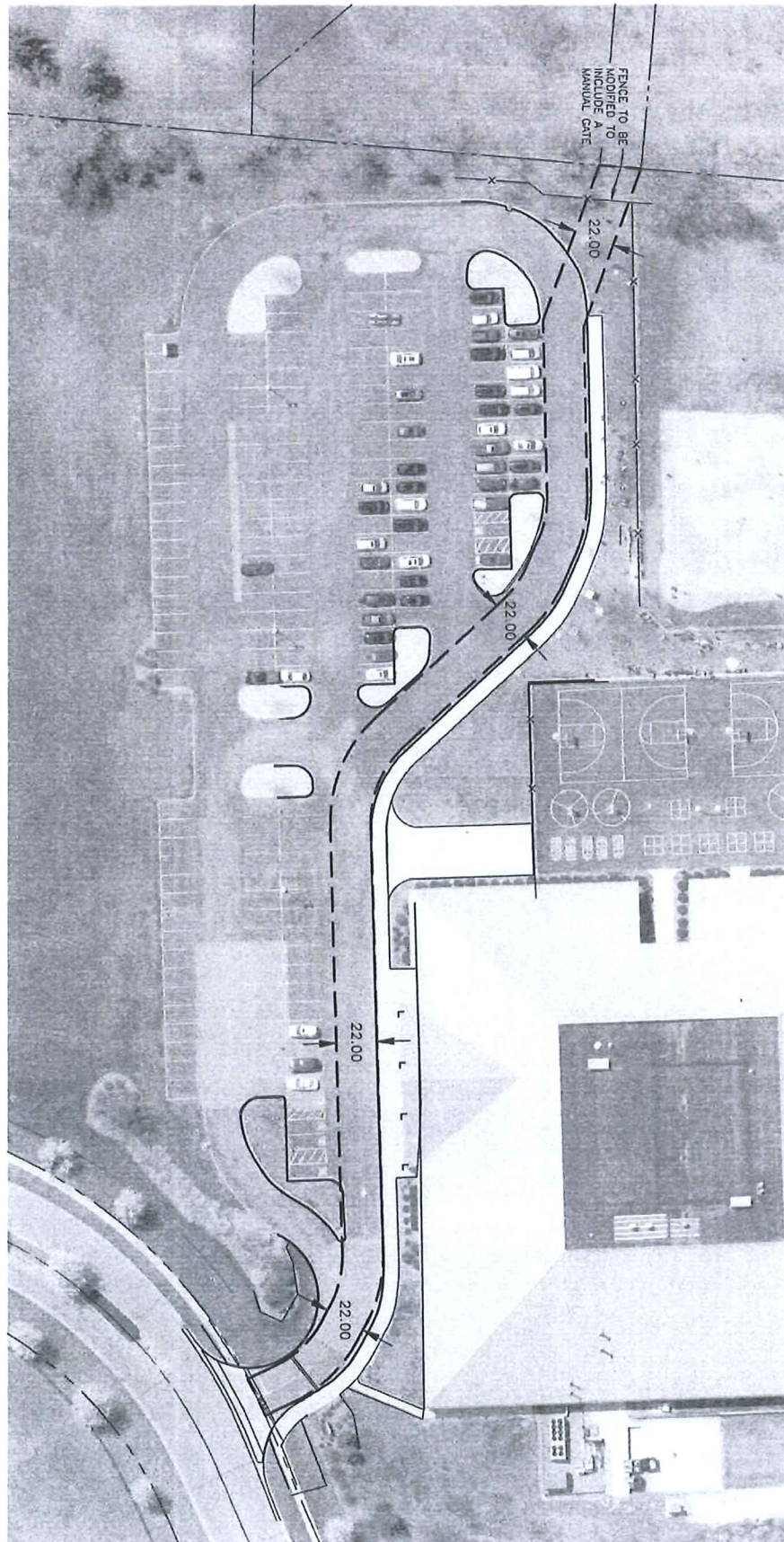
CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	24°56'41"	76.00'	33.09'	S80°22'55"E	32.83'
C2	23°53'54"	76.00'	31.70'	S55°57'37"E	31.47'
C3	49°03'10"	54.00'	46.23'	S68°32'15"E	44.83'
C4	30°03'25"	76.00'	39.87'	S78°02'08"E	39.41'
C5	35°11'45"	76.00'	48.01'	S44°54'34"E	47.22'
C6	5°33'32"	226.86'	22.01'	S62°34'44"W	22.00'
C7	35°11'45"	54.00'	34.11'	N44°54'34"W	33.55'
C8	30°03'25"	54.00'	28.33'	N78°02'08"W	28.00'
C9	49°03'10"	76.00'	65.07'	N68°32'15"W	63.10'
C10	23°53'54"	54.00'	22.52'	N55°57'37"W	22.36'
C11	24°56'41"	54.00'	23.51'	N80°22'55"W	23.32'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N03°34'16"E	189.26'
L2	N03°34'16"E	22.79'
L3	S71°17'09"E	90.20'
L4	N87°08'45"E	90.01'
L5	S67°54'34"E	16.52'
L6	S44°00'40"E	93.00'
L7	N86°56'10"E	229.48'
L8	S63°00'26"E	10.55'

LINE TABLE		
LINE	BEARING	DISTANCE
L9	S26°48'41"E	16.92'
L10	N26°48'41"W	17.16'
L11	N63°00'26"W	10.55'
L12	S86°56'10"W	229.48'
L13	N44°00'40"W	93.00'
L14	N67°54'34"W	16.52'
L15	S87°08'45"W	94.20'
L16	N71°17'09"W	88.44'



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Drainage Easement

KNOW ALL MEN BY THESE PRESENTS, that the Board of Education of the Olentangy Local School District, the GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, by the Board of Commissioners of Delaware County, Ohio, whose address is 101 N. Sandusky Street, Delaware, Ohio 43015, the GRANTEE, does hereby grant unto said GRANTEE, its successors and assigns, a non-exclusive perpetual easement in, over, under, across and through the following described real property for the purposes of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation of water and storm sewer drainage facilities, including drainage tiles, pipes, ditches, channels, culverts, major storm water drainage swales, storm sewer utility lines, detention and retention facilities including water detention or retention ponds, drainage facilities, and their appurtenances, for accepting, transporting, detaining, retaining and releasing water courses above and beneath the surface of the ground and landscaping (the "improvement"):

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT
"A" AND MAP ATTACHED HERETO AS EXHIBIT "B"
BOTH OF WHICH ARE MADE A PART HEREOF AND INCORPORATED
BY REFERENCE HEREIN.

Prior Instrument Reference: Official Record Volume 616, Page 516 and Official Record Volume 1258, Page 1846 and Official Record Volume 736, Page 2679, Recorder's Office, Delaware County, Ohio.

This easement shall be binding upon the parties and their respective successors and assigns and shall be deemed to run with the land for the benefit of Grantee, its successors and assigns and for a public drainage system and storm water management. The easement conveyed herein is being acquired by Grantee for the purposes of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation of water and storm sewer drainage facilities, including drainage tiles, pipes, ditches, channels, culverts, storm sewer utility lines, detention and retention facilities including water detention or retention ponds, drainage facilities, and their appurtenances, for accepting, transporting, detaining, retaining and releasing water courses above and beneath the surface of the ground, and landscaping and it shall not be used for any other purpose.

1. No above grade structures, dams, or other obstructions to the flow of storm water runoff are permitted within the easement areas described and depicted in the Exhibits. Any landscape features, such as trees, fences, retaining walls, etc., in drainage easements shall be reviewed by the Delaware Soil and Water Conservation District (DSWCD) and the Delaware County Engineer's Office (DCEO) prior to installation. The DSWCD and DCEO will review the proposed improvements to assure that the improvements will not interfere with the storm water control facilities. No buildings, sheds, decks, pools, or other such structures, or the footers or foundations of any structures or features, shall be constructed above or below ground within the limits of any drainage easements, unless said structure is approved in writing by the Delaware County Engineer's Office. The Grantee may remove any structures or features within the drainage easement that are installed without the Grantee's review and approval, and the costs of removal or restoration as a result of removal shall be borne by the Grantor.
2. Grantee shall, at Grantee's sole expense, replace and restore Grantor's property within said easement area to its former condition after completion of the particular work being

performed, except to the extent necessary for the Grantee to exercise its rights provided in this easement including but not limited to the right to change the grade or make other surface alterations necessary for drainage and storm water management including the creation of water detention or retention ponds and landscaping.

3. For any easement described in Exhibit A that contains a storm sewer, culvert, over land open ditch flood route, detention basin, retention basin and/or other storm water structure (herein referred to as storm sewer), the storm sewer rights are senior to the rights of any other public or private utility or interest utilizing the easement, except for overlap areas with a "Sanitary Easement or Sanitary Sewer Easement."
4. Grantee, its successors and assigns, shall have the right to use the adjoining premises of Grantor for access to the easement and, at Grantee's sole expense, to install, maintain, supplement, repair, replace and remove equipment, materials and supplies on the easement.
5. Grantor, for Grantor individually and Grantor's purchasers, transferees, successors, and assigns, retains the right to continue to enjoy its property within the limits of the easement, including the use of the surface for any and all purposes as are not expressly prohibited or inconsistent with the Grantee's rights and that do not interfere with and/or prevent Grantee's use of the easement, except as otherwise provided herein. No buildings or other structures, facilities or excavations may be constructed on or within the easement and the grade of the surface shall not be disturbed or altered in any manner that, in Grantee's reasonable judgment, impairs or interferes with Grantee's rights granted in this easement or its ability to maintain its drainage facilities.
6. Grantor covenants that Grantor will not convey any other conflicting rights within the area covered by this grant.
7. Grantee, or any party granted permission by Grantee, shall construct and maintain all easement area improvements and any landscaping thereon at its sole cost and expense, and shall use all commercially reasonable efforts to minimize interference with the use and occupancy of Grantor's property.
8. Grantor shall have no liability for the improvement and the improvement shall be part of the County storm sewer system.

TO HAVE AND TO HOLD said real property unto said Grantee, Board of Commissioners of Delaware County, Ohio, its successors and assigns forever, for the uses and purposes hereinbefore described.

The Grantor, by execution hereof, covenants that it is the owner of the above-described premises that the undersigned is duly authorized to execute this Easement, and that said premises are free and clear of all encumbrances except mortgages, leases, easements and restrictions of record that do not interfere with or prevent this conveyance. The Grantor has caused this Deed of Easement to be subscribed this _____ day of _____, 2015.

Board of Education of the Olentangy Local School
District

By: _____
Name: _____
Its: _____

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 2015 by _____, the _____ of Board of Education of the Olentangy Local School District, on behalf of the school district.

Notary Public

This instrument was prepared by:
Catherine A. Cunningham, Attorney at Law
Kegler, Brown, Hill & Ritter
65 E. State Street, Suite 1800
Columbus, Ohio 43215
Phone: (614) 462-5486
E-mail: ccunningham@keglerbrown.com

**DRAINAGE EASEMENT
3.479 ACRES**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lots C and 23, Quarter Township 2, Township 3, Range 19, United States Military Lands, being on, over and across those tracts of land conveyed to The Board of Education of the Olentangy Local School District by deeds of record in Official Record 616, Page 516 and Official Record 1258, Page 1846, also being part of Lot 4941 of the subdivision entitled "Sawmill Parkway Extension", of record in Official Record 736, Pages 2679 thru 2683 (all references are to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

Beginning at a common corner of that 26.959 acre tract conveyed to Dominion Homes, Inc. by deed of record in Official Record 1261, Page 2098, and that 93.52 acre tract conveyed to Golf Village North, LLC by deed of record in Official Record 585, Page 1041, in the northerly boundary of said Lot 4941;

Thence with the boundary of said 93.52 acre tract and with the arc of a curve to the right, having a central angle of $22^{\circ} 37' 13''$, a radius of 750.00 feet, an arc length of 296.10 feet, a chord bearing of South $27^{\circ} 36' 01''$ East and chord distance of 294.18 feet to a point;

Thence crossing said Lot 4941 the following courses and distances:

South $38^{\circ} 10' 23''$ West, a distance of 129.84 feet to a point;

North $51^{\circ} 49' 37''$ West, a distance of 135.23 feet to a point;

North $33^{\circ} 57' 00''$ West, a distance of 70.98 feet to a point;

North $45^{\circ} 49' 15''$ West, a distance of 175.57 feet to a point;

North $68^{\circ} 38' 45''$ West, a distance of 159.71 feet to a point;

North $38^{\circ} 11' 23''$ West, a distance of 101.70 feet to a point;

North $07^{\circ} 59' 30''$ East, a distance of 38.00 feet to a point; and

North $84^{\circ} 01' 59''$ West, a distance of 56.61 feet to a corner of said 26.959 acre tract;

Thence with the boundary of said 26.959 acre tract the following courses and distances:

North $84^{\circ} 01' 59''$ West, a distance of 4.27 feet to a point on the arc of a curve to the left;

With the arc of said curve, having a central angle of $03^{\circ} 37' 44''$, a radius of 1507.50 feet, an arc length of 95.48 feet, a chord bearing of North $03^{\circ} 55' 17''$ East and chord distance of 95.46 feet to a point of reverse curvature;

With the arc of said curve, having a central angle of $87^{\circ} 45' 22''$, a radius of 25.00 feet, an arc length of 38.29 feet, a chord bearing of North $45^{\circ} 59' 10''$ East and chord distance of 34.66 feet to a point;

North $89^{\circ} 51' 51''$ East, a distance of 27.99 feet to a point of curvature to the right;

With the arc of said curve, having a central angle of $13^{\circ} 03' 23''$, a radius of 215.00 feet, an arc length of 48.99 feet, a chord bearing of South $83^{\circ} 36' 27''$ East and chord distance of 48.89 feet to a point;

South $77^{\circ} 04' 46''$ East, a distance of 109.38 feet to a point;

South $80^{\circ} 13' 01''$ East, a distance of 91.36 feet to a point of curvature to the left;

DRAINAGE EASEMENT
3.479 ACRES

- 2 -

With the arc of said curve, having a central angle of $00^{\circ} 52' 15''$, a radius of 280.00 feet, an arc length of 4.26 feet, a chord bearing of South $77^{\circ} 30' 54''$ East and chord distance of 4.26 feet to a point of reverse curvature; and

With the arc of said curve, having a central angle of $17^{\circ} 58' 39''$, a radius of 750.00 feet, an arc length of 235.32 feet, a chord bearing of South $47^{\circ} 53' 56''$ East and chord distance of 234.36 feet to the POINT OF BEGINNING, containing 3.479 acres of land, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

4/22/15

Date



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.3448
emhlt.com

DRAINAGE EASEMENT
FARM LOTS C & 23, QUARTER TOWNSHIP 2, TOWNSHIP 3, RANGE 19
UNITED STATES MILITARY LANDS
TOWNSHIP OF LIBERTY, COUNTY OF DELAWARE, STATE OF OHIO

Date: July 17, 2014
Scale: 1" = 100'
Job No. 2013-0883

CURVE TABLE				
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	22°37'13"	750.00'	296.10'	S 27°36'01" E
C2	3°37'44"	1507.50'	95.48'	N 03°55'17" E
C3	87°45'22"	25.00'	38.29'	N 45°59'10" E
C4	13°03'23"	215.00'	48.99'	S 83°36'27" E
C5	0°52'15"	280.00'	4.26'	S 77°30'54" E
C6	17°58'39"	750.00'	235.32'	S 47°53'56" E

Line Table		
Line Number	Direction	Length
L1	N38°11'23"W	101.70'
L2	N07°59'30"E	38.00'
L3	N84°01'59"W	56.61'
L4	N84°01'59"W	4.27'
L5	N89°51'51"E	27.99'



J:\20130883\DWG\ASHEETS\ASSEMBLY\20130883-VS-ESMT-DRAW-01.DWG plotted by WAGERS, WAGERS on 4/22/2015 3:41:10 PM last saved by BRONG on 7/17/2014 9:17:24 AM
Kad:

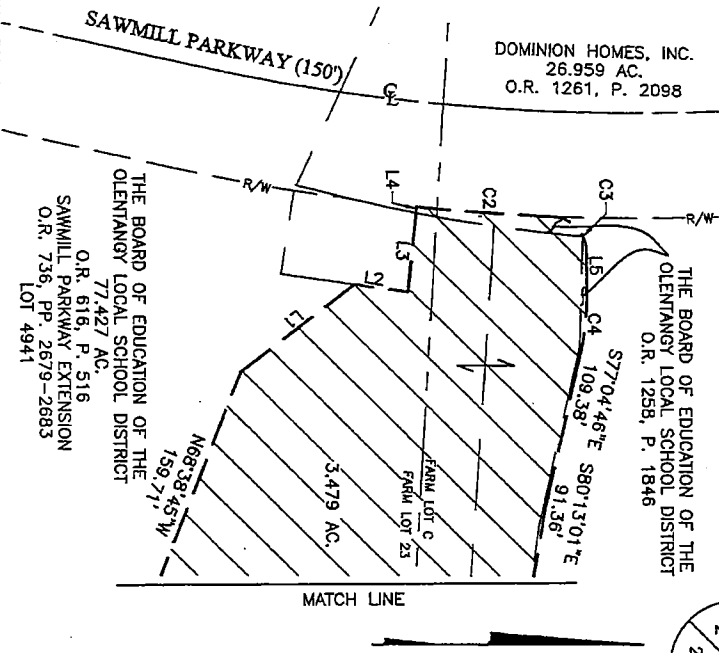


EXHIBIT A

March 11, 2005

DESCRIPTION OF A 77.427 ACRE TRACT NORTH OF THE HOME ROAD AND SAWMILL PARKWAY INTERSECTION, LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lots Nos. 23 and 25 and Farm Lot "C", Quarter Township 2, Township 3 North, Range 19 West, United States Military Lands and being portions of the following three (3) tracts of land:

1. 20.831 acres out of a 93.52 acre tract of land conveyed as First Tract to Golf Village North, LLC, by deed of record in Official Record 585, Page 1041,
2. 0.822 acres out of a 45 acre tract of land conveyed as Second Tract to Golf Village North, LLC, by deed of record in Official Record 585, Page 1041, and
3. 55.774 acres out of a 77.30 acre tract of land conveyed as Third Tract to Golf Village North, LLC, by deed of record in Official Record 585, Page 1041,

all records referenced to the Recorder's Office, Delaware County, Ohio, and bounded and described as follows:

Beginning, for reference, at a point at the intersection of the centerline of Sawmill Parkway (150 feet in width) with the centerline of Home Road (variable feet in width);

thence S 86° 14' 29" E along the centerline of Home Road a distance of 809.62 feet to a point;

thence S 86° 32' 53" E along the centerline of Home Road a distance of 338.94 feet to a point;

thence N 03° 42' 10" E along the east line of a tract of land conveyed to David & Dee Katherine Harris by deed of record in Deed Book 509, Page 125, along the west line of a 1.138 acre tract of land conveyed to Randolph A. & Reva R. Schirtzinger by deed of record in Deed Book 650, Page 203 and along a west line of a 10.177 acre tract of land conveyed to Randolph A. & Reva R. Schirtzinger by deed of record in Deed Book 650, Page 199 a distance of 814.08 feet to a 3/4" I.D. iron pipe found at the northeast corner of said tract conveyed to David & Dee Katherine Harris, at the northwest corner of said 10.177 acre tract, in the north line of Farm Lot 3, in the south line of said Farm Lot 25 and in the south line of said 77.30 acre tract;

thence S 86° 08' 11" E along a portion of the north line of said Farm Lot 3, along a portion of the south line of said Farm Lot 25 and along a portion of the south line of said 77.30 acre tract a distance of 4.35 feet to a 3/4" I.D. iron pipe set at the true place of beginning of the tract herein intended to be described;

thence crossing portions of said 77.30 acre tract, said 93.52 acre tract and said 45 acre tract the following nineteen (19) courses:

1. N 03° 37' 20" E a distance of 855.06 feet to a 3/4" I.D. iron pipe set;
2. S 86° 15' 35" E a distance of 85.39 feet to a 3/4" I.D. iron pipe set;
3. N 04° 06' 01" E a distance of 707.06 feet to a 3/4" I.D. iron pipe set;
4. N 39° 11' 26" W a distance of 975.96 feet to a 3/4" I.D. iron pipe set;
5. S 47° 36' 23" W a distance of 100.16 feet to a 3/4" I.D. iron pipe set at a point of curvature;
6. southwesterly and with a curve to the right, data of which is: radius = 750.00 feet, and delta = 24° 57' 46", arc length = 326.76 feet, a chord distance of 324.18 feet bearing S 63° 42' 43" W to a 3/4" I.D. iron pipe set;
7. N 13° 48' 24" W and on a radial line a distance of 13.50 feet to a 3/4" I.D. iron pipe set at a point of curvature;
8. westerly and with a curve to the right, data of which is: radius = 736.50 feet, and delta = 17° 28' 07", arc length = 224.55 feet, a chord distance of 223.68 feet bearing S 84° 55' 40" W to a 3/4" I.D. iron pipe set at the point of tangency;
9. N 86° 20' 16" W a distance of 26.63 feet to a 3/4" I.D. iron pipe set;
10. N 03° 39' 44" E a distance of 288.09 feet to a 3/4" I.D. iron pipe set at a point of curvature;
11. northerly and with a curve to the right, data of which is: radius = 4,800.00 feet, and delta = 09° 58' 12", arc length = 835.25 feet, a chord distance of 834.20 feet bearing N 08° 38' 50" E to a 3/4" I.D. iron pipe set at the point of tangency;

EXHIBIT A

March 11, 2005

12. N 13° 37' 56" E a distance of 120.00 feet to a 3/4" I.D. iron pipe set at a point of curvature;
13. northerly and with a curve to the left, data of which is: radius = 1,075.00 feet, and delta = 11° 41' 25", arc length = 219.34 feet, a chord distance of 218.96 feet bearing N 07° 47' 13" E to a 3/4" I.D. iron pipe set;
14. S 70° 11' 19" E and on a non-tangent line a distance of 262.54 feet to a 3/4" I.D. iron pipe set;
15. N 30° 17' 54" E and on a radial line a distance of 13.50 feet to a 3/4" I.D. iron pipe set at a point of curvature;
16. southeasterly and with a curve to the right, data of which is: radius = 750.00 feet, and delta = 52° 46' 41", arc length = 690.86 feet, a chord distance of 666.70 feet bearing S 33° 18' 46" E to a 3/4" I.D. iron pipe set;
17. S 89° 58' 26" E and on a non-tangent line a distance of 635.01 feet to a 3/4" I.D. iron pipe set;
18. N 69° 31' 40" E a distance of 279.41 feet to a 3/4" I.D. iron pipe set;
19. S 86° 30' 08" E a distance of 228.40 feet to a 3/4" I.D. iron pipe set in the east line of said 77.30 acre tract and in the west right-of-way line of the Chessie System Railroad (variable width);

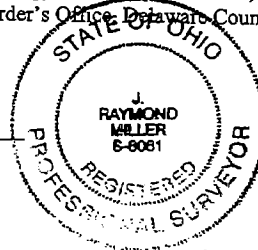
thence S 03° 26' 07" W along a portion of the east line of said 77.30 acre tract and along a portion of the west right-of-way line of the Chessie System Railroad a distance of 3,042.28 feet to a 3/4" I.D. iron pipe set at the southeast corner of said 77.30 acre tract and in the north line of said 10.177 acre tract;

thence N 86° 08' 11" W along a portion of the south line of said 77.30 acre tract and along a portion of the north line of said 10.177 acre tract a distance of 721.68 feet to the true place of beginning;

containing 77.427 acres of land more or less and being subject to all easements and restrictions of record. Of said 77.427 acres, 35.461 acres are within said Farm Lot 23, 41.144 acres are within said Farm Lot 25 and 0.822 acre is within said Farm Lot "C".

The above description was prepared by Jay R. Miller, Ohio Surveyor No. 8061, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey performed under his supervision, in January, 2005. Basis of bearings is the east line of a 116.398 acre tract of land conveyed to Board of Education of the Olentangy Local School District, being S 03° 39' 44" E, of record in Official Record 104, Page 366, Recorder's Office, Delaware County, Ohio.

Jay R. Miller,
Ohio Surveyor #8061

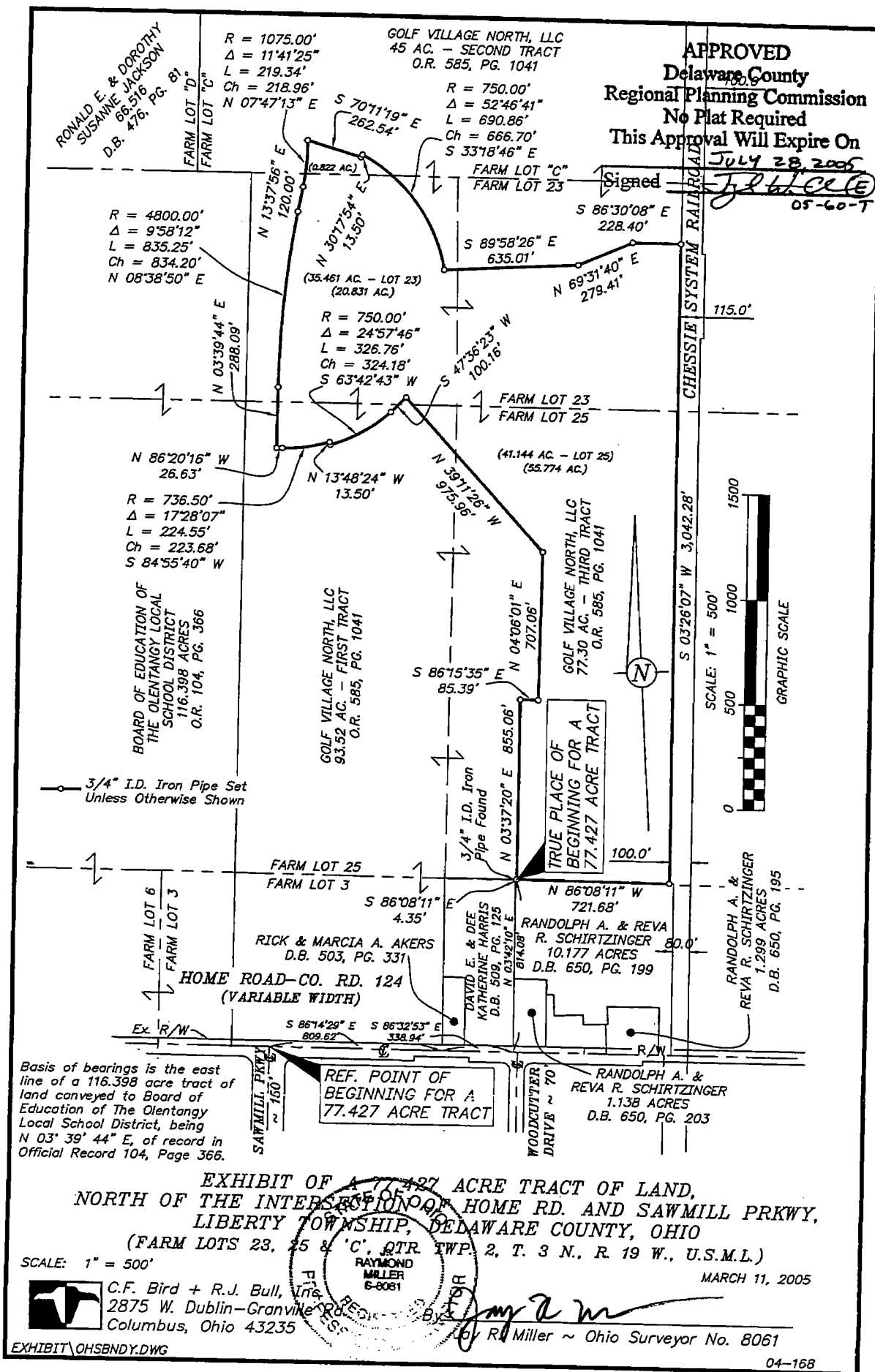


APPROVED
Delaware County
Regional Planning Commission
No Plat Required
This Approval Will Expire On
July 28, 2005
Signed J. Miller (E)
05-60-T



EXHIBIT A

VOL 0616 PAGE 0519



GENERAL WARRANTY DEED

GOLF VILLAGE NORTH, LLC, an Ohio limited liability company, for valuable consideration paid, grants with general warranty covenants, to THE BOARD OF EDUCATION OF THE OLENTANGY LOCAL SCHOOL DISTRICT, whose tax-mailing address is 814 Shanahan Road, Suite 100, Lewis Center, Ohio 43035, the following *REAL PROPERTY*: situated in the County of Delaware, State of Ohio, and in the Township of Liberty, bounded and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

See Exhibit "B" for Reservation of Easements.

Subject to all legal highways and zoning restrictions, all restrictions, easements, conditions, limitations and reservations of record if any, and subject to taxes and assessments which are now or may hereafter become liens on said premises.

Prior Instrument Reference: Vol. 585, Page 1041, Recorder's Office, Delaware County, Ohio.

Signed and acknowledged in the presence of:

GOLF VILLAGE NORTH, LLC, an Ohio

limited liability company

By: Triangle Properties, Inc., Manager

By: _____

Donald R. Kenney, President

STATE OF OHIO

COUNTY OF DELAWARE, ss.

Before me, a Notary Public, in and for said County, personally appeared Donald R. Kenney, President of Triangle Properties, Inc., Manager of Golf Village North, LLC, the above-named Grantor, who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus Ohio, this 20 day of May, 2005.

Amy L. Finn
Notary Public

This instrument prepared by:
Craig D. Leister, Esq.
MEANS, BICHIMER, BURKHOLDER
& BAKER CO., L.P.A.,
2006 Kenny Road, Columbus, Ohio 43221



AMY L. FINN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 06-02-07

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable

200500021648
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW D BRENNER
06-08-2005 At 09:53 am.
DEED 60.00
DR Book 616 Page 516 - 521

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 6/8/05 Transfer Tax Paid 0
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~
Delaware County Auditor By TLB

200500021648
MEANS BICHIMER BURKHOLDER & BAKER
2006 KENNY RD
COLUMBUS, OH 43221

05-60-T



15. SANITARY SEWER IMPROVEMENTS -- CLINTONET SCHOOLS ACROSS 10
KANSAS' ADDRESS THEIR PROBLEM.

APR 1971

Ohio Oil Management Corporation, Inc.
10000 W. 12th St.
Cleveland, Ohio 44130

**Records - 10000 W. 12th St. - Suite 200
Cleveland, Ohio 44130**

OLD F VILLAGE NORTH

LIBERTY TWP., DELAWARE CO., OHIO

EXHIBIT

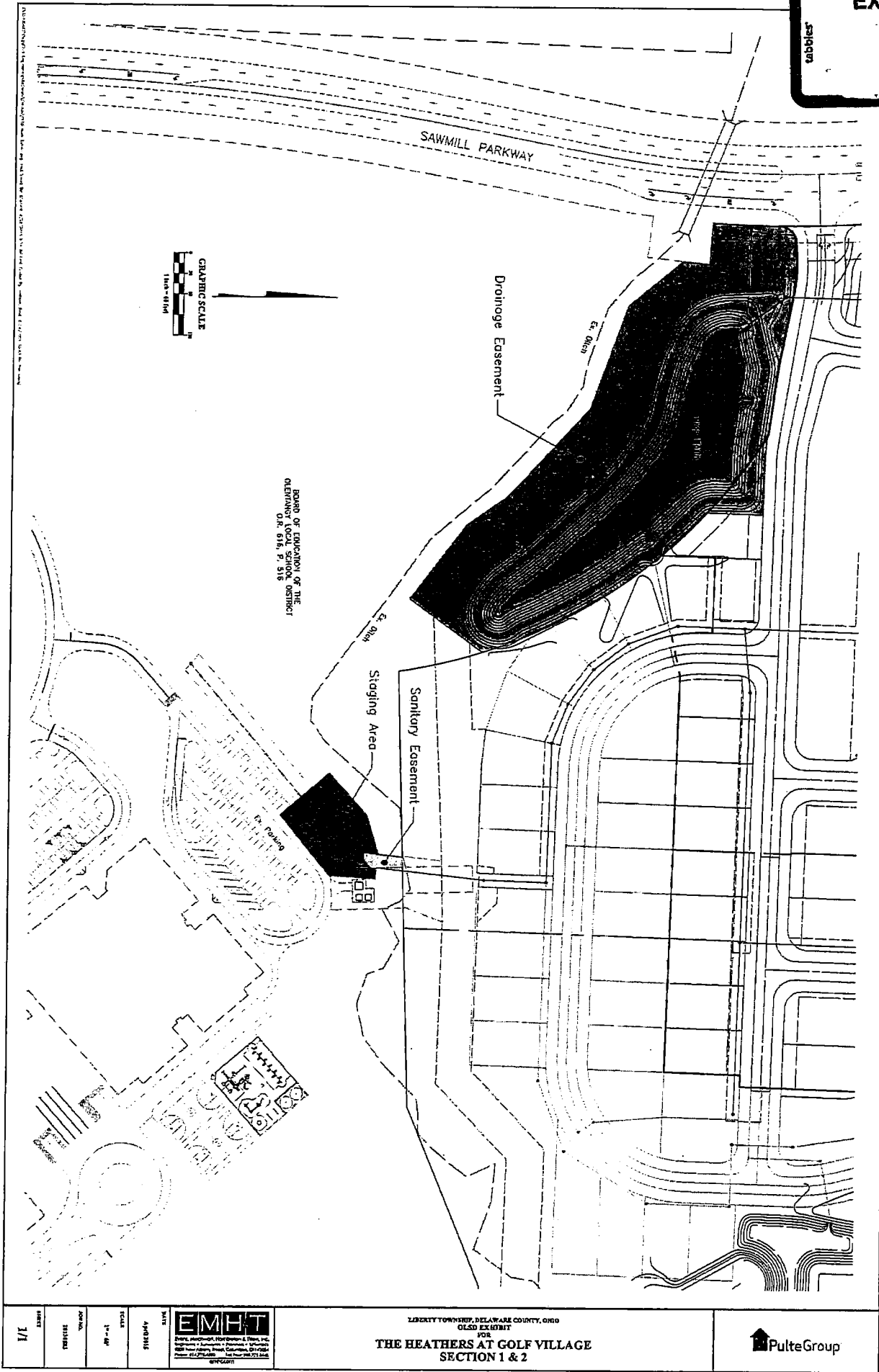
EASEMENTS REQUIRED FROM SCHOOL

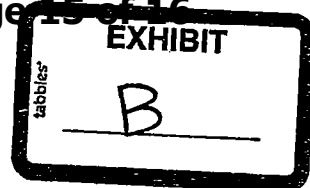
EXHIBIT "B"

The Grantor hereby reserves for the benefit of Triangle Properties, Inc., and its successors and assigns all sanitary easements, utility easements, and access easements necessary to carry out the provisions of the "Terms and Agreements", between the Grantee herein and Triangle Properties, Inc. as set forth on the attachment hereto as Exhibit "B-1".

The Grantor for the benefit of Triangle Properties, Inc. hereby further reserves easements for utility easements necessary to develop Grantor's adjoining property, that may be required in addition to those required by the "Terms and Agreements". The location of said easements shall be subject to the reasonable approval of the Grantee herein.

EXHIBIT





**SANITARY EASEMENT
0.023 ACRE**

Situated in the State of Ohio, County of Delaware, Township of Liberty, located in Farm Lot 23, Quarter Township 2, Township 3, Range 19, United States Military Lands, being across that tract conveyed to The Board of Education of the Olentangy Local School District by deed of record in Official Record 616, Page 516 (all references refer to the records of the Recorder's Office, Delaware County, Ohio), and being described as follows:

Beginning, for reference, at a southwesterly corner of that 77.30 acre tract conveyed as Third tract to Golf Village North, LLC by deed of record in Official Record 585, Page 1041, a southeasterly corner of that 93.52 acre tract conveyed as First tract to Golf Village North, LLC by deed of record in Official Record 585, Page 1041, being in the northerly line of said Board of Education tract;

thence South 89° 58' 26" East, with the southerly line of said 77.30 acre tract, the northerly line of said Board of Education tract, a distance of 163.54 feet to the TRUE POINT OF BEGINNING;

thence South 89° 58' 26" East, with the northerly line of said Board of Education tract, the southerly line of said 77.30 acre tract, a distance of 14.97 feet to a point in the westerly line of an existing Sanitary Sewer Easement of record in Official Record 736, Page 2679;

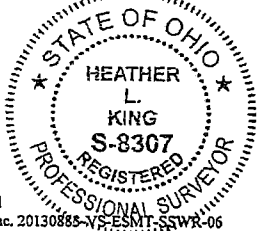
thence across said Board of Education tract, with the westerly line of said existing Sanitary Sewer Easement, the following courses and distances:

South 00° 00' 00" East, a distance of 45.28 feet to a point;

South 51° 13' 57" West, a distance of 16.61 feet to a point; and

North 90° 00' 00" West, a distance of 9.84 feet to a point;

thence North 07° 59' 47" East, across said Board of Education tract, a distance of 56.23 feet to the TRUE POINT OF BEGINNING, and containing 0.023 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King 3/25/15
Heather L. King
Registered Surveyor No. 8307

HLK:td
0_023 ac. 20130825-VS-ESMT-SSWR-06

Sanitary Sewer Easement

KNOW ALL MEN BY THESE PRESENTS, that the Board of Education of the Olentangy Local School District, the GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, by the Board of Commissioners of Delaware County, Ohio, whose address is 101 N. Sandusky Street, Delaware, Ohio 43015, the GRANTEE, does hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns forever, an exclusive perpetual easement in, over, under, across and through the following described real property, together with the rights of ingress and egress over reasonable routes across GRANTOR's tracts adjoining the easement when exercising the purposes of this easement, solely for the purposes of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation of sanitary sewers, sanitary sewer service connections, sanitary force mains, sanitary manholes, sanitary valves, and appurtenances thereto above and beneath the surface of the ground (the "improvement") :

SEE LEGAL DESCRIPTION AND MAP ATTACHED HERETO AS
EXHIBIT A, WHICH ARE MADE A PART HEREOF
AND INCORPORATED BY REFERENCE HEREIN.

Prior Instrument Reference: Official Record Volume 616, Page 516, Recorder's Office, Delaware County, Ohio.

This easement shall be binding upon the parties and their respective successors and assigns and shall be deemed to run with the land for the benefit of Grantee, its successors and assigns. This easement shall be subject to the following conditions:

1. No other utility shall be located within the sanitary easement, except for crossings as described herein: right angle or near right angle utility crossings ("near right angle" is defined as an angle between eighty (80) degrees and one-hundred (100) degrees) over, across, or under the sanitary line and over, across, under, or through this sanitary easement are not restricted, except that all utility crossings under the sanitary sewer or force main shall be subject to the review and approval of the Delaware County Sanitary Engineer; any utility crossing within the sanitary easement resulting in an angle less than 80 degrees shall only be permitted if approved in writing by the Delaware County Sanitary Engineer. No buildings, sheds, decks, pools, or other such structures, or the footers or foundations of any structures or features shall be constructed above or below ground within the limits of the sanitary easement, unless said structure is approved in writing by the Delaware County Sanitary Engineer. Any landscaping features, such as, but not limited to, trees, fences, signs, retaining walls, etc., within the sanitary easement area shall be reviewed for approval by the Delaware County Sanitary Engineer prior to installation. Any landscaping features placed within the sanitary easement may be removed at any time by the Delaware County Sanitary Engineer or his/her representatives, and the cost of restoration as a result of such removal shall be the responsibility of the Grantor, or, upon conveyance by the Grantor, by the Grantor's successors and assigns. The addition or removal of any dirt, soil, fill, or other changes to the ground elevation above the sanitary sewer or force main within the sanitary easement shall be subject to approval of the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer reserves the right to require that all earthwork within the sanitary easement be graded to such a level that will, in his or her opinion, not jeopardize the structural integrity of or limit the Grantee's reasonable access to the sanitary sewer or force main.
2. Grantee shall, at Grantee's sole expense, replace and restore Grantor's property that is

disturbed by Grantee's use of the easement provided herein to its former condition after completion of the particular work being performed.

3. Grantor, for Grantor individually and Grantor's purchasers, transferees, successors, and assigns, retains the right to continue to enjoy its property within the limits of the easement, including the use of the surface, for any and all purposes as are not expressly prohibited or inconsistent with the Grantee's rights and that do not interfere with and/or prevent Grantee's use of the easement, except as otherwise provided herein.
4. Grantor covenants that Grantor will not convey any other conflicting rights within the area covered by this grant.
5. Grantee, or any party granted permission by Grantee, shall construct and maintain all easement area improvements at its sole cost and expense, and shall use all reasonable efforts to minimize interference with the use and occupancy of Grantor's property.

TO HAVE AND TO HOLD said real property unto said Grantee Board of Commissioners of Delaware County, Ohio, its successors and assigns forever, for the uses and purposes hereinbefore described.

The Grantor, by execution hereof, covenants that it is the owner of the above-described premises, that the undersigned is duly authorized to execute this Easement, and that said premises are free and clear of all encumbrances except mortgages, leases, easements and restrictions of record that do not interfere with or prevent this conveyance. This Deed of Easement to be subscribed this _____ day of _____, 2015.

Board of Education of the Olentangy Local
School District

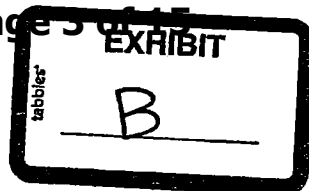
By: _____
Name: _____
Its: _____

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 2015 by _____, the _____ of Board of Education of the Olentangy Local School District, on behalf of the school district.

Notary Public

This instrument was prepared by:
Catherine A. Cunningham, Attorney at Law
Kegler, Brown, Hill & Ritter
65 E. State Street, Suite 1800
Columbus, Ohio 43215
Phone: (614) 462-5486
E-mail: ccunningham@keglerbrown.com



**SANITARY EASEMENT
0.023 ACRE**

Situated in the State of Ohio, County of Delaware, Township of Liberty, located in Farm Lot 23, Quarter Township 2, Township 3, Range 19, United States Military Lands, being across that tract conveyed to The Board of Education of the Olentangy Local School District by deed of record in Official Record 616, Page 516 (all references refer to the records of the Recorder's Office, Delaware County, Ohio), and being described as follows:

Beginning, for reference, at a southwesterly corner of that 77.30 acre tract conveyed as Third tract to Golf Village North, LLC by deed of record in Official Record 585, Page 1041, a southeasterly corner of that 93.52 acre tract conveyed as First tract to Golf Village North, LLC by deed of record in Official Record 585, Page 1041, being in the northerly line of said Board of Education tract;

thence South 89° 58' 26" East, with the southerly line of said 77.30 acre tract, the northerly line of said Board of Education tract, a distance of 163.54 feet to the TRUE POINT OF BEGINNING;

thence South 89° 58' 26" East, with the northerly line of said Board of Education tract, the southerly line of said 77.30 acre tract, a distance of 14.97 feet to a point in the westerly line of an existing Sanitary Sewer Easement of record in Official Record 736, Page 2679;

thence across said Board of Education tract, with the westerly line of said existing Sanitary Sewer Easement, the following courses and distances:

South 00° 00' 00" East, a distance of 45.28 feet to a point;

South 51° 13' 57" West, a distance of 16.61 feet to a point; and

North 90° 00' 00" West, a distance of 9.84 feet to a point;

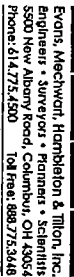
thence North 07° 59' 47" East, across said Board of Education tract, a distance of 56.23 feet to the TRUE POINT OF BEGINNING, and containing 0.023 acre, more or less.



HLK:ld
0_023 ac. 20130885-VS-ESMT-SWR-06

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King - 3/25/15
Heather L. King
Registered Surveyor No. 8307



FARM LOT 23, QUARTER TOWNSHIP 2, TOWNSHIP 3, RANGE 19
UNITED STATES MILITARY LANDS
TOWNSHIP OF LIBERTY, COUNTY OF DELAWARE, STATE OF OHIO

Job No. 2013-0883

FIRST TRACT

THIRD TRACT

589.58'26"E 163.54'

O.R. 616, P. 516

**Sanitary Sewer Easement:
O.R. 736, P. 2679**

O.R. 736, P. 2679

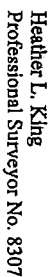
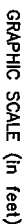
LOT 4941

2.

551°13'57"W

16.61

9.84



Date _____

\\20130803\DWG\04SHEETS\BASEMENTS\20130803-V5-ESMT-SSWR-06.DWG plotted by KING, BRANDON on 3/20/2015 1:11:30 PM last saved by KING on 3/20/2015 12:59:03 PM

EXHIBIT A

March 11, 2005

DESCRIPTION OF A 77.427 ACRE TRACT NORTH OF THE HOME ROAD AND SAWMILL PARKWAY INTERSECTION, LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lots Nos. 23 and 25 and Farm Lot "C", Quarter Township 2, Township 3 North, Range 19 West, United States Military Lands and being portions of the following three (3) tracts of land:

1. 20.831 acres out of a 93.52 acre tract of land conveyed as First Tract to Golf Village North, LLC, by deed of record in Official Record 585, Page 1041,
2. 0.822 acres out of a 45 acre tract of land conveyed as Second Tract to Golf Village North, LLC, by deed of record in Official Record 585, Page 1041, and
3. 55.774 acres out of a 77.30 acre tract of land conveyed as Third Tract to Golf Village North, LLC, by deed of record in Official Record 585, Page 1041,

all records referenced to the Recorder's Office, Delaware County, Ohio, and bounded and described as follows:

Beginning, for reference, at a point at the intersection of the centerline of Sawmill Parkway (150 feet in width) with the centerline of Home Road (variable feet in width);

thence S 86° 14' 29" E along the centerline of Home Road a distance of 809.62 feet to a point;

thence S 86° 32' 53" E along the centerline of Home Road a distance of 338.94 feet to a point;

thence N 03° 42' 10" E along the east line of a tract of land conveyed to David & Dee Katherine Harris by deed of record in Deed Book 509, Page 125, along the west line of a 1.138 acre tract of land conveyed to Randolph A. & Reva R. Schirtzinger by deed of record in Deed Book 650, Page 203 and along a west line of a 10.177 acre tract of land conveyed to Randolph A. & Reva R. Schirtzinger by deed of record in Deed Book 650, Page 199 a distance of 814.08 feet to a 3/4" I.D. iron pipe found at the northeast corner of said tract conveyed to David & Dee Katherine Harris, at the northwest corner of said 10.177 acre tract, in the north line of Farm Lot 3, in the south line of said Farm Lot 25 and in the south line of said 77.30 acre tract;

thence S 86° 08' 11" E along a portion of the north line of said Farm Lot 3, along a portion of the south line of said Farm Lot 25 and along a portion of the south line of said 77.30 acre tract a distance of 4.35 feet to a 3/4" I.D. iron pipe set at the true place of beginning of the tract herein intended to be described;

thence crossing portions of said 77.30 acre tract, said 93.52 acre tract and said 45 acre tract the following nineteen (19) courses:

1. N 03° 37' 20" E a distance of 855.06 feet to a 3/4" I.D. iron pipe set;
2. S 86° 15' 35" E a distance of 85.39 feet to a 3/4" I.D. iron pipe set;
3. N 04° 06' 01" E a distance of 707.06 feet to a 3/4" I.D. iron pipe set;
4. N 39° 11' 26" W a distance of 975.96 feet to a 3/4" I.D. iron pipe set;
5. S 47° 36' 23" W a distance of 100.16 feet to a 3/4" I.D. iron pipe set at a point of curvature;
6. southwesterly and with a curve to the right, data of which is: radius = 750.00 feet, and delta = 24° 57' 46", arc length = 326.76 feet, a chord distance of 324.18 feet bearing S 63° 42' 43" W to a 3/4" I.D. iron pipe set;
7. N 13° 48' 24" W and on a radial line a distance of 13.50 feet to a 3/4" I.D. iron pipe set at a point of curvature;
8. westerly and with a curve to the right, data of which is: radius = 736.50 feet, and delta = 17° 28' 07", arc length = 224.55 feet, a chord distance of 223.68 feet bearing S 84° 55' 40" W to a 3/4" I.D. iron pipe set at the point of tangency;
9. N 86° 20' 16" W a distance of 26.63 feet to a 3/4" I.D. iron pipe set;
10. N 03° 39' 44" E a distance of 288.09 feet to a 3/4" I.D. iron pipe set at a point of curvature;
11. northerly and with a curve to the right, data of which is: radius = 4,800.00 feet, and delta = 09° 58' 12", arc length = 835.25 feet, a chord distance of 834.20 feet bearing N 08° 38' 50" E to a 3/4" I.D. iron pipe set at the point of tangency;

EXHIBIT A

March 11, 2005

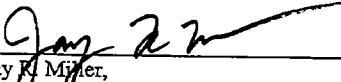
12. N 13° 37' 56" E a distance of 120.00 feet to a 3/4" I.D. iron pipe set at a point of curvature;
13. northerly and with a curve to the left, data of which is: radius = 1,075.00 feet, and delta = 11° 41' 25", arc length = 219.34 feet, a chord distance of 218.96 feet bearing N 07° 47' 13" E to a 3/4" I.D. iron pipe set;
14. S 70° 11' 19" E and on a non-tangent line a distance of 262.54 feet to a 3/4" I.D. iron pipe set;
15. N 30° 17' 54" E and on a radial line a distance of 13.50 feet to a 3/4" I.D. iron pipe set at a point of curvature;
16. southeasterly and with a curve to the right, data of which is: radius = 750.00 feet, and delta = 52° 46' 41", arc length = 690.86 feet, a chord distance of 666.70 feet bearing S 33° 18' 46" E to a 3/4" I.D. iron pipe set;
17. S 89° 58' 26" E and on a non-tangent line a distance of 635.01 feet to a 3/4" I.D. iron pipe set;
18. N 69° 31' 40" E a distance of 279.41 feet to a 3/4" I.D. iron pipe set;
19. S 86° 30' 08" E a distance of 228.40 feet to a 3/4" I.D. iron pipe set in the east line of said 77.30 acre tract and in the west right-of-way line of the Chessie System Railroad (variable width);

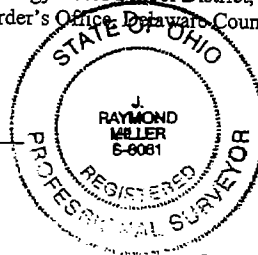
thence S 03° 26' 07" W along a portion of the east line of said 77.30 acre tract and along a portion of the west right-of-way line of the Chessie System Railroad a distance of 3,042.28 feet to a 3/4" I.D. iron pipe set at the southeast corner of said 77.30 acre tract and in the north line of said 10.177 acre tract;

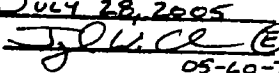
thence N 86° 08' 11" W along a portion of the south line of said 77.30 acre tract and along a portion of the north line of said 10.177 acre tract a distance of 721.68 feet to the true place of beginning;

containing 77.427 acres of land more or less and being subject to all easements and restrictions of record. Of said 77.427 acres, 35.461 acres are within said Farm Lot 23, 41.144 acres are within said Farm Lot 25 and 0.822 acre is within said Farm Lot "C".

The above description was prepared by Jay R. Miller, Ohio Surveyor No. 8061, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey performed under his supervision, in January, 2005. Basis of bearings is the east line of a 116.398 acre tract of land conveyed to Board of Education of the Olentangy Local School District, being S 03° 39' 44" E, of record in Official Record 104, Page 366, Recorder's Office, Delaware County, Ohio.


Jay R. Miller,
Ohio Surveyor #8061



APPROVED
Delaware County
Regional Planning Commission
No Plat Required
This Approval Will Expire On
July 28, 2005
Signed  05-60-T

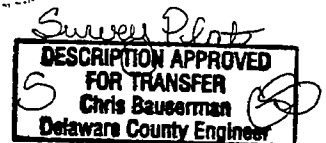
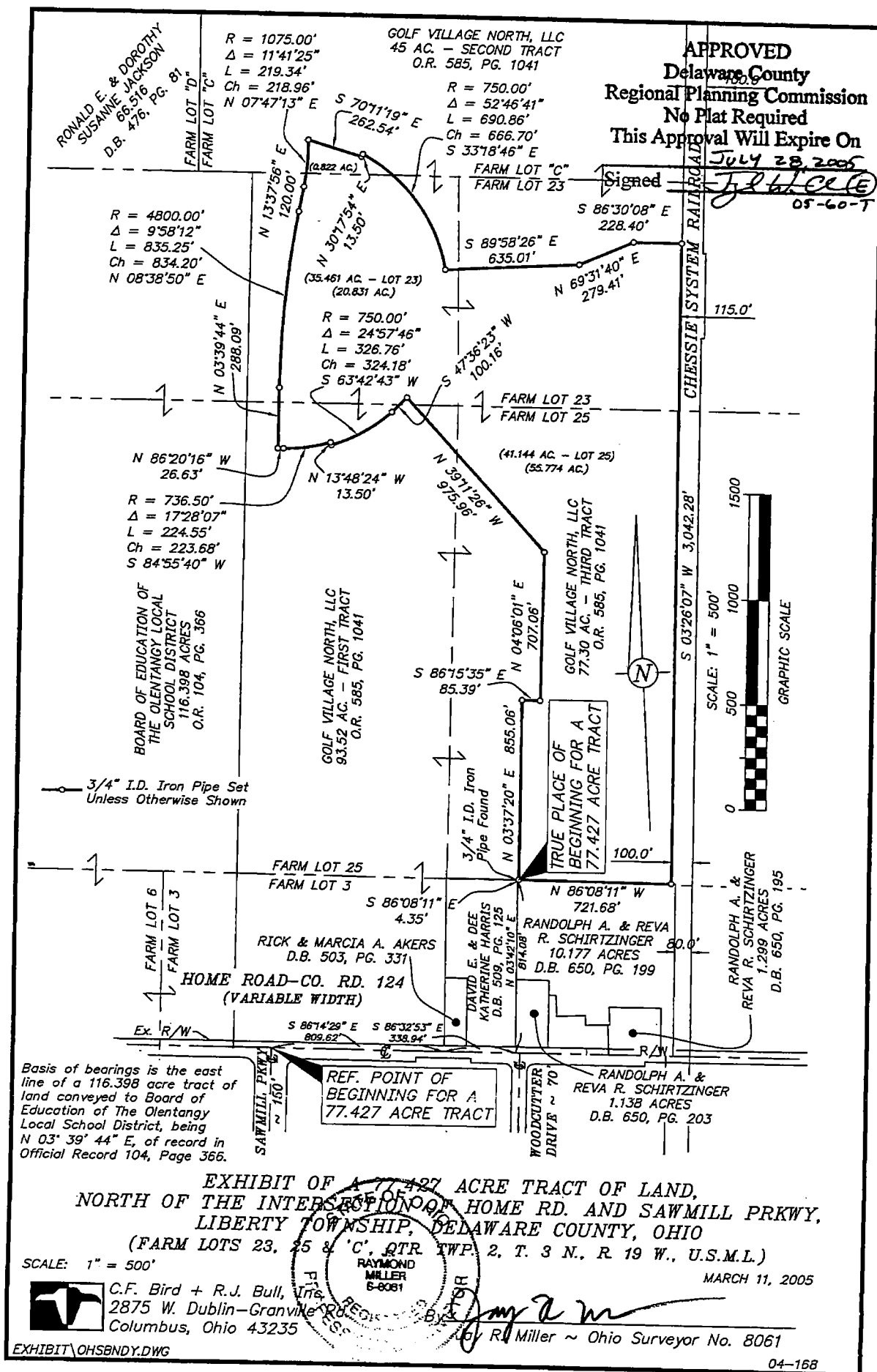


EXHIBIT A

VOL 0616 PAGE 0519



GENERAL WARRANTY DEED

GOLF VILLAGE NORTH, LLC, an Ohio limited liability company, for valuable consideration paid, grants with general warranty covenants, to THE BOARD OF EDUCATION OF THE OLENTANGY LOCAL SCHOOL DISTRICT, whose tax-mailing address is 814 Shanahan Road, Suite 100, Lewis Center, Ohio 43035, the following *REAL PROPERTY*: situated in the County of Delaware, State of Ohio, and in the Township of Liberty, bounded and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

See Exhibit "B" for Reservation of Easements.

Subject to all legal highways and zoning restrictions, all restrictions, easements, conditions, limitations and reservations of record if any, and subject to taxes and assessments which are now or may hereafter become liens on said premises.

Prior Instrument Reference: Vol. 585, Page 1041, Recorder's Office, Delaware County, Ohio.

Signed and acknowledged in the presence of:

GOLF VILLAGE NORTH, LLC, an Ohio
limited liability company

By: Triangle Properties, Inc., Manager

By:

Donald R. Kenney, President

STATE OF OHIO

COUNTY OF DELAWARE, ss.

Before me, a Notary Public, in and for said County, personally appeared Donald R. Kenney, President of Triangle Properties, Inc., Manager of Golf Village North, LLC, the above-named Grantor, who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus Ohio, this 20 day of May, 2005.

Amy L. Finn
Notary Public

This instrument prepared by:
Craig D. Leister, Esq.
MEANS, BICHIMER, BURKHOLDER
& BAKER CO., L.P.A.,
2006 Kenny Road, Columbus, Ohio 43221



AMY L. FINN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 06-02-07

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable

200500021648
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW D BRENNER
06-08-2005 At 09:53 am.
DEED 60.00
OR Book 616 Page 516 - 521

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 6/8/05 Transfer Tax Paid 0
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~
Delaware County Auditor By FLB

200500021648
MEANS BICHIMER BURKHOLDER & BAKER
2006 KENNY RD
COLUMBUS, OH 43221

05-60-T

Vol 0616 PAGE 0521

EXHIBIT B-1



LEGEND
--- BOUNDARY OF CLINTON SCHOOL
--- 77.567 AC.
--- BOUNDARY OF GOLF VILLAGE NORTH
--- 28.753 AC.

TERMS AND AGREEMENTS

1. ALL LANDS AND INTERESTS ARE SUBJECT TO THE FOLLOWING AGREEMENTS:
2. AS REQUIRED, THE PROPOSED SANITARY SEWER ALIGNMENT WAS DESIGNED TO AVOID THE 40' & 30' DRAIN TRENCH.
3. SANITARY SEWER AND FORCE MAIN ALIGNMENT SHALL BE 30' WIDE (MINIMUM) TRENCH.
4. A 30' X 10' AREA SHALL BE RESERVED FOR SANITARY LIFT STATION, FORCE MAIN, SANITARY SEWER, AND ACCESS ROAD EXHIBIT.
5. ACCESS ROAD TO SHALL BE RESERVED BY THOMAS PROPERTIES INC. AS AN EGRESS/ACCESS FOR WORKERS. THE PROPOSED SANITARY SEWER ALIGNMENT SHALL BE DESIGNED TO AVOID THE 40' & 30' DRAIN TRENCH. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF CLARITY REQUIRE ANY UPGRADE IN ROAD STANDARDS.
6. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS.
7. THE STATE OF OHIO SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THE STATE OF OHIO SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THE STATE OF OHIO SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS.
8. THE SCHOOL SHALL PROVIDE A STORM SEWER WITH DITCHES TO THE STREET. THE SCHOOL SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THE SCHOOL SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THE SCHOOL SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS.
9. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS.
10. CLINTON SCHOOLS WILL GRANT THOMAS PROPERTIES INC. A TEMPORARY CONSTRUCTION ENTRANCE AND ACCESS ROAD TO THE SCHOOL SITE. THE TEMPORARY CONSTRUCTION ENTRANCE AND ACCESS ROAD SHALL BE 30' WIDE (MINIMUM) TRENCH. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS.
11. THE TEMPORARY CONSTRUCTION ENTRANCE AND ACCESS ROAD TO THE SCHOOL SITE SHALL BE 30' WIDE (MINIMUM) TRENCH. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS.
12. ADDITIONAL CONSTRUCTION ACCESS ROAD TO THE SCHOOL SITE SHALL BE 30' WIDE (MINIMUM) TRENCH. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS.
13. ALL ACCESS ROAD TO THE CONSTRUCTION SITE SHALL BE 30' WIDE (MINIMUM) TRENCH. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS.
14. THE SCHOOL SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THE SCHOOL SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THE SCHOOL SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS.
15. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. THOMAS PROPERTIES INC. SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS.
16. SANITARY SEWER IMPROVEMENTS - CLINTON SCHOOLS SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. CLINTON SCHOOLS SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS. CLINTON SCHOOLS SHALL BE RESPONSIBLE FOR THE COST OF ANY UPGRADE IN ROAD STANDARDS.

Ortlieb & Associates, Inc.
10000 N. Rte. 100, Suite 100
Lakewood, OH 44122
Phone: 216.233.1234
Fax: 216.233.1235
www.ortlieb.com

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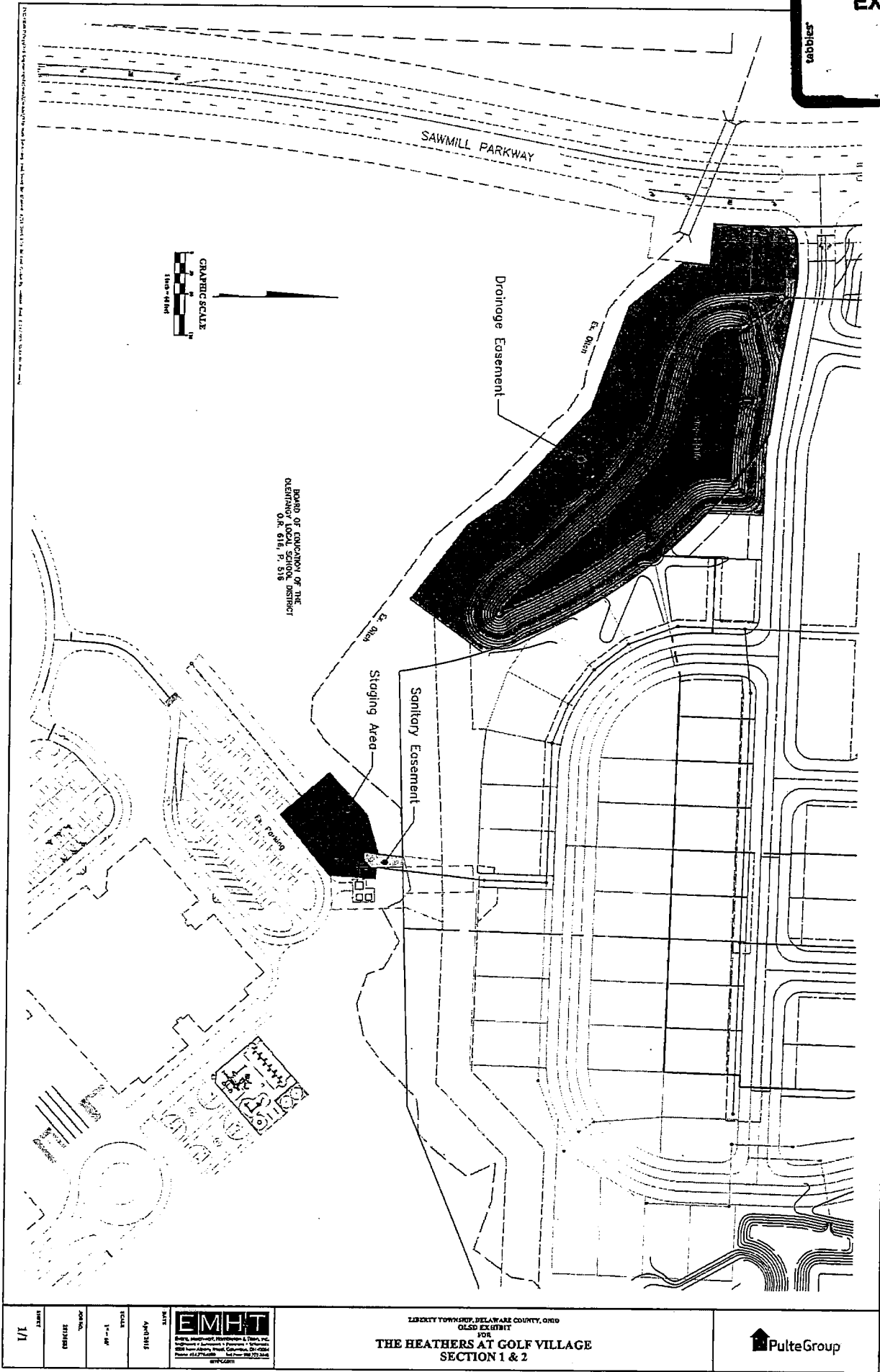
10000 N. Rte. 100

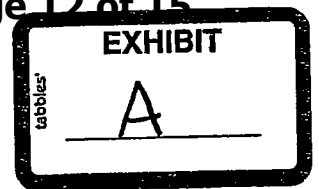
EXHIBIT "B"

The Grantor hereby reserves for the benefit of Triangle Properties, Inc., and its successors and assigns all sanitary easements, utility easements, and access easements necessary to carry out the provisions of the "Terms and Agreements", between the Grantee herein and Triangle Properties, Inc. as set forth on the attachment hereto as Exhibit "B-1".

The Grantor for the benefit of Triangle Properties, Inc. hereby further reserves easements for utility easements necessary to develop Grantor's adjoining property, that may be required in addition to those required by the "Terms and Agreements". The location of said easements shall be subject to the reasonable approval of the Grantee herein.

EXHIBIT





DRAINAGE EASEMENT
3.479 ACRES

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lots C and 23, Quarter Township 2, Township 3, Range 19, United States Military Lands, being on, over and across those tracts of land conveyed to The Board of Education of the Olentangy Local School District by deeds of record in Official Record 616, Page 516 and Official Record 1258, Page 1846, also being part of Lot 4941 of the subdivision entitled "Sawmill Parkway Extension", of record in Official Record 736, Pages 2679 thru 2683 (all references are to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

Beginning at a common corner of that 26.959 acre tract conveyed to Dominion Homes, Inc. by deed of record in Official Record 1261, Page 2098, and that 93.52 acre tract conveyed to Golf Village North, LLC by deed of record in Official Record 585, Page 1041, in the northerly boundary of said Lot 4941;

Thence with the boundary of said 93.52 acre tract and with the arc of a curve to the right, having a central angle of $22^{\circ} 37' 13''$, a radius of 750.00 feet, an arc length of 296.10 feet, a chord bearing of South $27^{\circ} 36' 01''$ East and chord distance of 294.18 feet to a point;

Thence crossing said Lot 4941 the following courses and distances:

South $38^{\circ} 10' 23''$ West, a distance of 129.84 feet to a point;

North $51^{\circ} 49' 37''$ West, a distance of 135.23 feet to a point;

North $33^{\circ} 57' 00''$ West, a distance of 70.98 feet to a point;

North $45^{\circ} 49' 15''$ West, a distance of 175.57 feet to a point;

North $68^{\circ} 38' 45''$ West, a distance of 159.71 feet to a point;

North $38^{\circ} 11' 23''$ West, a distance of 101.70 feet to a point;

North $07^{\circ} 59' 30''$ East, a distance of 38.00 feet to a point; and

North $84^{\circ} 01' 59''$ West, a distance of 56.61 feet to a corner of said 26.959 acre tract;

Thence with the boundary of said 26.959 acre tract the following courses and distances:

North $84^{\circ} 01' 59''$ West, a distance of 4.27 feet to a point on the arc of a curve to the left;

With the arc of said curve, having a central angle of $03^{\circ} 37' 44''$, a radius of 1507.50 feet, an arc length of 95.48 feet, a chord bearing of North $03^{\circ} 55' 17''$ East and chord distance of 95.46 feet to a point of reverse curvature;

With the arc of said curve, having a central angle of $87^{\circ} 45' 22''$, a radius of 25.00 feet, an arc length of 38.29 feet, a chord bearing of North $45^{\circ} 59' 10''$ East and chord distance of 34.66 feet to a point;

North $89^{\circ} 51' 51''$ East, a distance of 27.99 feet to a point of curvature to the right;

With the arc of said curve, having a central angle of $13^{\circ} 03' 23''$, a radius of 215.00 feet, an arc length of 48.99 feet, a chord bearing of South $83^{\circ} 36' 27''$ East and chord distance of 48.89 feet to a point;

South $77^{\circ} 04' 46''$ East, a distance of 109.38 feet to a point;

South $80^{\circ} 13' 01''$ East, a distance of 91.36 feet to a point of curvature to the left;

DRAINAGE EASEMENT
3.479 ACRES

- 2 -

With the arc of said curve, having a central angle of $00^{\circ} 52' 15''$, a radius of 280.00 feet, an arc length of 4.26 feet, a chord bearing of South $77^{\circ} 30' 54''$ East and chord distance of 4.26 feet to a point of reverse curvature; and

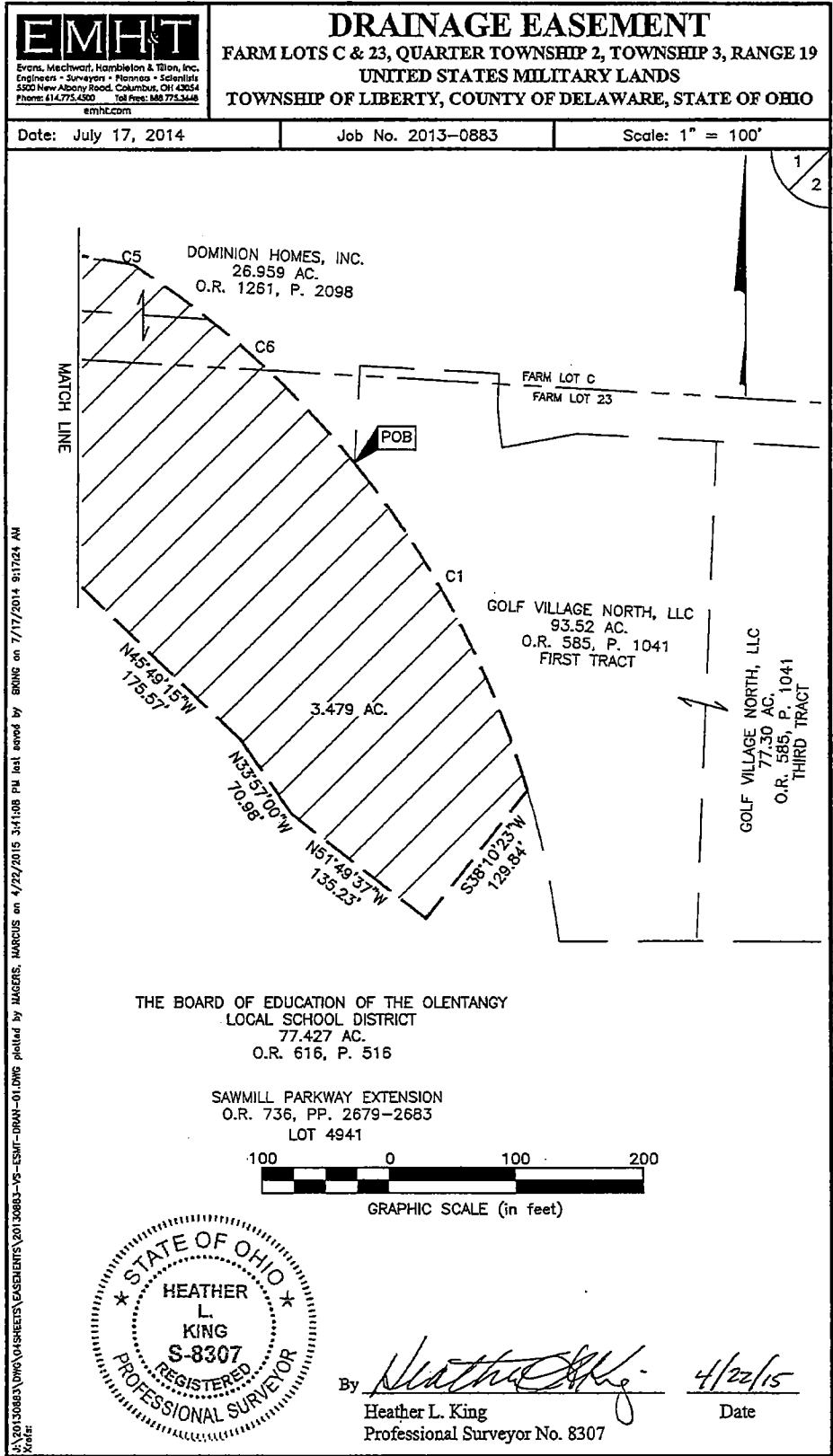
With the arc of said curve, having a central angle of $17^{\circ} 58' 39''$, a radius of 750.00 feet, an arc length of 235.32 feet, a chord bearing of South $47^{\circ} 53' 56''$ East and chord distance of 234.36 feet to the POINT OF BEGINNING, containing 3.479 acres of land, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Heather L. King
Professional Surveyor No. 8307

4/22/15
Date



E|H|T
Expert Mechanical, Horizontal & Tilted, Inc.
Engineers & Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43254
Phone: 614.775.4500 Fax: 614.775.5346
emh.com

DRAINAGE EASEMENT
FARM LOTS C & 23, QUARTER TOWNSHIP 2, TOWNSHIP 3, RANGE 19
UNITED STATES MILITARY LANDS
TOWNSHIP OF LIBERTY, COUNTY OF DELAWARE, STATE OF OHIO

Date: July 17, 2014
Scale: 1" = 100'
Job No. 2013-0883

CURVE TABLE				
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	22°37'13"	750.00'	296.10'	S 27°36'01" E
C2	3°37'44"	1507.50'	95.48'	N 03°55'17" E
C3	87°45'22"	25.00'	38.29'	N 45°59'10" E
C4	13°03'23"	215.00'	48.99'	S 83°36'27" E
C5	0°52'15"	280.00'	4.26'	S 77°30'54" E
C6	17°58'39"	750.00'	235.32'	S 47°53'56" E

Line Table		
Line Number	Direction	Length
L1	N38°11'23"W	101.70'
L2	N07°59'30"E	38.00'
L3	N84°01'59"W	56.61'
L4	N84°01'59"W	4.27'
L5	N89°51'51"E	27.99'

J:\2013\0883.DWG\04SHEETS\EASEMENTS\20130883-VS-ESM-08A-01.DWG plotted by JAGERS, JARVIS on 4/22/2015 3:41:10 PM last saved by BRUNO on 7/17/2014 8:17:24 AM
Xref:



HR IMAGING PARTNERS ELEMENTARY AGREEMENT

It is hereby understood that an agreement/contract has been established between: **HR IMAGING PARTNERS, Inc. 560 Sunbury Road Suite 5, Delaware, Ohio 43015 Telephone: 740.369.4215 or 800.245.0223 FAX: 740.362.7643 AND:**

District Name: Olentangy Local Schools - Elementary Buildings

Web Site: http://www.olentangy.k12.oh.us **Level/Enrollment:** PS - 5/_____

Address: 814 Shanahan Road Suite 100 **County:** Delaware

Term of contract: 3 year (2015-2016, 2016-2017, 2017-2018)

City/State/Zip: Lewis Center, Ohio 43035

Telephone: 740.657.4050 **FAX:** 740.657.4099

Agreement Contact: Carrie Ahmed

Service Contact: determined per building (admin/secretary)

It is mutually agreed upon that HR Imaging Partners will be appointed the "Official Photographer" for the following schools or the school years as stated above: Alum Creek Elementary, Arrowhead Elementary, Cheshire Elementary, Freedom Trail Elementary, Glen Oak Elementary, Heritage Elementary, Indian Springs Elementary, Johnnycake Corners Elementary, Liberty Tree Elementary, Oak Creek Elementary, Olentangy Meadows Elementary, Scioto Ridge Elementary, Tyler Run Elementary, Walnut Creek Elementary, Wyandot Run Elementary

1. The purpose of this agreement/contract is for exclusive services to and for said subject matter:

☐ Underclass ☐ IDs ☐ Spring Portraits ☐ Yearbooks ☐ Other _____

The above-named School (District) agrees to do the following:

A. Provide a place to take above-mentioned subject matter when needed.

B. Provide a text file containing all student information.

C. Pass out flyers/notices in regard to above-mentioned subject matter.

D. Adhere to the instructions and information on our program flyers.

SCHOOL SERVICE INFORMATION - STUDENT PORTRAITS

UNDERCLASS PROGRAM

of Students _____ Prepay ☒ Proofing _____
Deliver To: School ☒ To: Home _____ (add \$4 to each package)
Alpha Sort: Grade _____ Period/Room _____ School _____ Slate _____ Teacher ☒
Color Sticky Prints Yes ☒ No _____ by t/g
Yearbook Image Download Yes ☒ No _____ Publisher: HRI
Image Download Yes ☒ No _____ Delivered to: MySchool 243x304

SEE ADDITIONAL DETAILS TO RIGHT.

COMMENTS

Each building will receive a 30% commission from school picture proceeds in the Fall. Program will be prepay and will offer one common background. Plus \$1.00 per student each year for student enrollment by building.

MySchool Administrative Access

Procedures and policy for retakes as agreed.

Preparations for and procedures on Picture day as agreed.

Service commitment/compliant handling process as agreed.

Student Directories as needed per bldg.

Child Safe Photo Cards for all students after abs day.

Replacement ID service/support as agreed.

Hayes credit and service items provided.

Complimentary service items as needed by each school.

Complimentary "Pioneer Days" photos as requested.

Complimentary staff group pictures and 11x14 for school display framing for consecutive displays as needed.

School camera for needs at beginning of agreement.

Student life displays as agreed.

Pricing for student yearbooks and details how the layout is handled as agreed with profit as agreed.

ID CARDS

Text file of all student information to appear on the ID must be received not later than 15 days prior to scheduled date to guarantee delivery. ID Contact Person: Pam Riley Phone: 740.657.4052

Type of ID - Hard Card Cost - \$ N/C

Black text only. Prior to start of school.

SEE ADDITIONAL DETAILS TO RIGHT.

SPRING PORTRAITS

of Students _____
Ind _____ Group ☒ Prepay ☒ Proofing _____ Speculation _____
Class Groups Yes ☒ No _____ Size decided per bldg Staff Students ☒
Names Yes ☒ No _____ Cost \$ TBD

Deliver To: School ☒ To: Home _____ (add \$4 to each package)

Alpha Sort: Grade _____ Period/Room _____ School _____ Slate _____ Teacher ☒

SEE ADDITIONAL DETAILS TO RIGHT.

YEARBOOKS

Yearbooks included in packages or as a separate sale -by bldg decision

Yearbook program includes:

Sale for yearbooks with no risk to school, custom art covers, free books for all staff, photographic coverage (staff, student groups, candid, etc.), full book proofing.

SEE ADDITIONAL DETAILS TO RIGHT.

HR Imaging Partners Account Manager: Tamara Holman cell 740.404.0499



HR IMAGING PARTNERS MIDDLE SCHOOL AGREEMENT

It is hereby understood that an agreement/contract has been established between: **HR IMAGING PARTNERS, Inc. 560 Sunbury Road Suite 5, Delaware, Ohio 43015 Telephone: 740.369.4215 or 800.245.0223 FAX: 740.362.7643 AND:**

District Name: Olentangy Local Schools - Middle School Buildings **Web Site:** http://www.olentangy.k12.oh.us **Level/Enrollment:** 6-8/_____

Address: 814 Shanahan Road Suite 100 **County:** Delaware **Term of contract:** 3 year (2015-2016, 2016-2017, 2017-2018)

City/State/Zip: Lewis Center, Ohio 43035 **Telephone:** 740.657.4050 **FAX:** 740.657.4099

Agreement Contact: Carrie Ahmed **Service Contact:** determined per building (admin/secretary)

It is mutually agreed upon that HR Imaging Partners will be appointed the "Official Photographer" for the following schools for the school years as stated above: Olentangy Berkshire, Olentangy Hyatts, Olentangy Liberty, Olentangy Orange, and Olentangy Shanahan

1. The purpose of this agreement/contract is for exclusive services to and for said subject matter:

- ☐ Underclass ☐ IDs ☐ Spring Portraits ☐ Yearbooks ☐ Sports ☐ Other _____
- The above-named School (District) agrees to do the following:
A. Provide a place to take above-mentioned subject matter when needed.
B. Provide a text file containing all student information.
C. Pass out flyers/notices in regard to above-mentioned subject matter.
D. Adhere to the instructions and information on our program flyers.

SCHOOL SERVICE INFORMATION - STUDENT PORTRAITS

UNDERCLASS PROGRAM
of Students _____ Prepay <input checked="" type="checkbox"/> Proofing _____
Deliver To: School <input checked="" type="checkbox"/> To: Home _____ (add \$4 to each package)
Alpha Sort: Grade _____ Period/Room <input checked="" type="checkbox"/> School _____ Slate _____ Teacher <input checked="" type="checkbox"/>
Color Sticky Prints - Yes <input checked="" type="checkbox"/> No _____ by a/g
Yearbook Image Download Yes <input checked="" type="checkbox"/> No _____ Publisher: HRI
Image Download Yes <input checked="" type="checkbox"/> No _____ Delivered to: MySchool 243x304
Composites Yes <input checked="" type="checkbox"/> No _____ Size 30x40 Staff <input checked="" type="checkbox"/> Students _____
SEE ADDITIONAL DETAILS TO RIGHT.

COMMENTS

Each building will receive a 30% commission from school picture proceeds in the Fall. Program will be prepay and will offer one common background. Plus \$1.00 per student each year for student enrollment by building.

Each building will receive a 15% commission from sports picture proceeds.

MySchool Administrative Access

Procedures and policy for retakes as agreed.

Preparations for and procedures on Picture day as agreed.
Service commitment/compliant handling process as agreed.

Student Directories as needed per bldg.

Replacement ID Equipment and supplies for each building

Complimentary service items as needed by each school.

Pricing for student yearbooks and details how the layout is handled as agreed with profit.

School camera provided in fall of first year of agreement.

Hayes credit and Service items provided as needed

Student life displays as agreed.

ID CARDS
Text file of all student information to appear on the ID must be received not later than 15 days prior to scheduled date to guarantee delivery. ID Contact Person: per building
Type of ID -Hard Card - Cost - \$ N/C
Instant ID onsite during picture day
SEE ADDITIONAL DETAILS TO RIGHT.

SPORTS PORTRAITS
of Students _____
Prepay <input checked="" type="checkbox"/> Proofing _____ Speculation _____
Deliver To: School <input checked="" type="checkbox"/> To: Home _____ (add \$4 to each package)
Alpha Sort: Team

YEARBOOKS
Yearbooks included in packages or as a separate sale -by bldg decision
Yearbook program includes:
Sale for yearbooks with no risk to school, custom art covers, free books for all staff, photographic coverage (staff, student groups, candid, etc.), full book proofing.
SEE ADDITIONAL DETAILS TO RIGHT.

HR Imaging Partners Account Manager: Tamara Holman cell 740.404.0499

Date _____



HR IMAGING PARTNERS SENIOR PORTRAIT AGREEMENT

It is hereby understood that an agreement/contract has been established between: **HR IMAGING PARTNERS, Inc. 560 Sunbury Road Suite 5, Delaware, Ohio 43015 Telephone: 740.369.4215 or 800.245.0223 FAX: 740.362.7643 AND:**

District Name: Olentangy Local Schools - Senior Portraits (H.S.) **Web Site:** <http://www.olentangy.k12.oh.us> **Level/Enrollment:** 12/_____

Address: 814 Shanahan Road Suite 100 **County:** Delaware **Term of contract:** 3 year (class of 2017, 2018, 2019)

City/State/Zip: Lewis Center, Ohio 43035 **Telephone:** 740.657.4050 **FAX:** 740.657.4099

Agreement Contact: Carrie Ahmed **Service Contact:** determined per building (admin/secretary)

It is mutually agreed upon that HR Imaging Partners will be appointed the "Official Photographer" for the following schools:
Olentangy High School, Olentangy Orange High School and Olentangy Liberty High School.

1. The purpose of this agreement/contract is for exclusive services to and for said subject matter:

☐ Underclass ☐ IDs ☐ Cap & Gown Portraits ☐ Spring Portraits ☐ Sport portraits ☐ Performing Arts ☐ Yearbooks ☐ Panoramic groups ☐ Other SENIOR

The above-named School (District) agrees to do the following:

- A. Provide a place to take above-mentioned subject matter.
B. Provide a text file containing all student information.

- C. Pass out flyers/notices in regard to above-mentioned subject matter.
D. Adhere to the instructions and information on our program flyers.

SCHOOL SERVICE INFORMATION - STUDENT PORTRAITS

Senior Portraits

Yearbook: Closed ☒ Open _____

Senior portraits for the yearbook to be taken exclusively by Root Studios, an HR Imaging Partner.

Studio Sessions will be set up on site in schools over summer in 1 or 2 sessions.

Photography to be done as per agreement on specified background of choice per school.

Senior portraits will be delivered to school in agreed upon format. (MySchool Admin Download)

Rebate will be paid per senior photographed as agreed.

Orange senior delivery deadline: January

Olentangy senior delivery deadline: January

Liberty senior delivery deadline: January



COMMENTS

Procedure and policy for retakes as agreed.

Junior class list will be provided to HR Imaging Partners as agreed upon request.

A letter will be sent home from the yearbook advisor to inform parent and students of yearbook deadlines and requirements. This letter will also clarify that Root Studios is the official senior photographer for the school.

Photographic coverage for the yearbook includes but is not limited to: Dance/Prom, Graduation, Extra-Curricular, Photo Activity Day, Senior Class Group, etc.

HR Imaging Partners Account Manager: Tamara Holman cell 740.404.0499

School / Title

Date

HR Imaging Partners

Date

Supplemental Document

This document is to reflect all additional offerings to supplement, above and beyond, the minimum requirements outlined in the RFP and to provide further insight for complete evaluation of HR Imaging Partners.

Description of Staffing:

- HR Imaging's personnel charged with handling your buildings would include several experienced team members. Some of the key members currently serving the Olentangy District include:
 - o Tamara Holman, Ohio director, will be the designated account manager. Tamara over 26 years of experience in the student portrait industry. She has been affiliated with HRI for over 17 years and an employee since 2004. She has worked with Olentangy Schools through the portrait industry since 1989.
- Emily Wood - Photography Director
- Suzanne Zody – Customer Service Coordinator
- Kathy Newell – Scheduling Coordinator
- Deborah Cox – Publishing Coordinator
- Josh Winslow - Technology Coordinator
 - As well as key support staff including:
 - Tresa Campbell – Data Integrity/Publishing, Sports Packs/Customer Service
 - Tina Ulring – Sales Support
 - And key photographers used for Olentangy photography assignments:
 - Emily Wood, Brian King, Dennis Schrader, Charlene Lossing, Greg Issett
- HR Imaging of Ohio employs over 50 photographers and customer service associates in the central Ohio area.
- All staff is screened with background/BMV checks performed by AAIM Management.
- HRI is bonded and insured.

Signing Bonus:

HR Imaging ("HRI") is proposing a signing bonus of \$1.00 per student per year as a "thank you" for using HRI for a 3 year agreement. This bonus will be paid in amounts to each building with the fall rebates based on enrollment per school each year.

Total \$56,300.00*

***Using current enrollment figure of 18,769 – number will increase as enrollment increases over the three year agreement.**

HR Imaging ("HRI") is proposing an additional bonus to be used at the district's discretion or payable by HRI to any of the district's desired fund-raising efforts payable in September of the first year of a three year agreement. (i.e. student scholarship programs, etc.)

Total \$10,000.00