

**RESOLUTION NO. 34 , 2018**

**A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH  
TRADITIONS VC DEVELOPER, LLC TO ACQUIRE CERTAIN REAL PROPERTY  
WITHIN THE VINTAGE CLUB DEVELOPMENT**

**WHEREAS**, the City has entered into a separate Service Agreement with Traditions VC Developer, LLC to construct certain public improvements within the Vintage Club-North Project; and

**WHEREAS**, to be able to build such public improvements, it is necessary for the City to acquire certain real property south of Vintage Club Boulevard upon which the public improvements will be constructed as a part of the Vintage Club-North Project; and

**WHEREAS**, the property upon which the public improvements will be constructed currently is owned by Traditions VC Developer, LLC, and the City does desire to purchase such real property and easement rights from Traditions VC Developer, LLC; and

**WHEREAS**, the Administration recommends such purchase and is requesting authority to enter into the attached Purchase and Sale Agreement to acquire such real estate from Traditions VC Developer, LLC.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Montgomery, Hamilton County, Ohio, that:

**SECTION 1.** The City Manager is authorized to execute the attached Purchase and Sale Agreement with Traditions VC Developer, LLC to acquire .3637 acres of property within the Vintage Club development at a cost of \$204,600 to enable the City to complete certain public improvements in support of the Vintage Club development.

**SECTION 2.** The City Manager is authorized to execute any and all additional documentation necessary to acquire such property and to complete the purchase of the property consistent with the terms of the Purchase and Sale Agreement.

**SECTION 3.** This Resolution shall be in full force and effect from and after its passage.

PASSED: December 5, 2018

ATTEST: Connie M. Gaylor  
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

Terrence M. Donnellon  
Terrence M. Donnellon, Law Director

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into this \_\_\_\_\_ day of December, 2018 by and between **TRADITIONS VC DEVELOPER, LLC**, an Ohio limited liability company ("Seller"), and **THE CITY OF MONTGOMERY, OHIO**, an Ohio municipal corporation ("Montgomery").

WHEREAS, Seller owns certain real property identified within Exhibits A-1 and A-2 attached hereto and incorporated herein by reference ("Property") being Hamilton County Auditor's parcel numbers 603-0A23-0218 and 603-0A23-0219; and

WHEREAS, Seller also owns certain real property abutting the Property identified within Exhibit B attached hereto and incorporated herein by reference ("Easement Property"), being Hamilton County Auditor's parcel number 603-0A23-0220; and

WHEREAS, Montgomery does desire to acquire the Property and certain easement rights upon the Easement Property owned by Seller upon which the City intends to build certain Public Improvements in support of the Vintage Club development.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

1. Sale by Seller and Purchase by Montgomery. Seller and Montgomery hereby agree that Seller shall sell and Montgomery shall purchase the Property as defined on Exhibits A-1 and A-2 attached hereto and incorporated herein constituting approximately .2056 acres, and purchase easement rights upon the Easement Property as defined in Exhibits B-1 and B-2 attached hereto and incorporated herein, at a total purchase price of Two Hundred Four Thousand Six Hundred Dollars (\$204,600) ("Purchase Price").

2. Conveyance. Montgomery shall pay the Purchase Price and Seller shall convey the Property by General Warranty Deed and the easement rights by separate Easement Agreements on or before December 31, 2018.

3. Representations and Warranties. Seller hereby makes the following representations and warranties to Montgomery, all of which shall be true as of the Effective Date and at closing, and all of which shall survive this Agreement for one (1) year after the date of the closing without the necessity of any further action or documentation, but which Seller shall, at Montgomery's request, ratify, confirm and update at the closing:

(a) Seller has or will acquire good and marketable fee simple title in and to the Property;

(b) Seller has no knowledge of any pending or threatened litigation or condemnation concerning all or any portion of the Property or Easement Property;

(c) Seller warrants and represents to Montgomery that the Property and Easement Property are not and as of the closing will not be, in violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Property and Easement Property, including, but not limited to, soil and groundwater conditions. Seller represents and warrants that there are no Hazardous Materials (as defined below) present on the Property or Easement Property. Seller further warrants and represents that during the time in which Seller owned the Property or Easement Property, neither Seller nor any third party has used, generated, manufactured, produced, stored, or disposed of on, under, or about the Property or Easement Property or transported to or from the Property or Easement Property any Hazardous Materials. There is no proceeding or inquiry by any governmental authority with respect to the presence of Hazardous Materials on the Property or Easement Property or the migration of Hazardous Materials from or to the Property or Easement Property. There are no storage tanks on the Property or Easement Property nor located in or under the Property or Easement Property. The term "Hazardous Material" means, but is not limited to, substance, material, or waste which is toxic, ignitable, reactive, or corrosive; which is or can be injurious to the health, safety, or welfare of the public or environment, and which is or becomes regulated by any local or state governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "Hazardous substance," "pollutant or contaminated," or "hazardous material," by any local or state law, (ii) oil and petroleum products and their byproducts, (iii) asbestos or asbestos-containing materials, (iv) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act, (v) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, or (vi) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act. Seller shall within ten (10) business days of executing this Agreement disclose to Montgomery in writing all information in Seller's possession or control which relates to the environmental conditions of the Property and Easement Property.

(d) Seller has no knowledge of any violation or alleged violation of any applicable laws, ordinances, statutes, rules or regulations with respect to the Property or Easement Property;

(e) There are no parties in possession of any portion of the Property or Easement Property (other than Seller), the Property and Easement Property are not subject to any lease, license or other possessory interest, and no party has any option, right of first offer, or right of first refusal to purchase the Property or Easement Property.

4. Notice. All notices required or desired to be given shall be in writing, delivered by one of the following methods: (i) certified mail, return receipt requested, (ii) nationally recognized overnight delivery service, or (iii) courier with written receipt of delivery, and such notice shall be deemed given upon receipt by the addressee. The notice shall be addressed to Seller or Montgomery at the address set forth below, or to such other address for which prior notice has been given as required for notices herein. If delivery of the notice is refused by the addressee, or

if the notice is returned as undeliverable or unclaimed, delivery will be deemed given upon the date delivery was first attempted.

As if to Montgomery: The City of Montgomery, Ohio  
c/o Brian K. Riblet  
City Manager  
10101 Montgomery Road  
Montgomery, Ohio 45242  
(513) 891-2424

With a copy to: Terrence M. Donnellon, Esquire  
Donnellon, Donnellon & Miller  
9079 Montgomery Road  
Cincinnati, Ohio 45242  
(513) 891-7087

As if to SELLER: Traditions VC Developer, LLC  
c/o Thomas H. Humes  
Manager  
4000 Executive Park Drive, Suite 250  
Cincinnati, Ohio 45241

5. Successors and Assigns. Both Seller and Montgomery shall have the right, in their sole and absolute discretion, to assign this Agreement and all rights hereunder. This Agreement shall inure to the benefit of the parties, and shall be binding upon the parties and their successors, and assigns.

6. Component Parts. This Agreement, for the convenience of the parties, may be executed in component parts, which component parts when signed shall represent the entire executed Agreement binding all parties.

7. Ohio Law. This Agreement shall be enforceable and interpreted as appropriate under Ohio law. Any action to enforce this Agreement, or any cause of action for breach of this Agreement, may only be brought in a state or federal court sited in Hamilton County, Ohio. By executing this Agreement, all parties consent to jurisdiction and venue within such court or courts in Hamilton County, Ohio.

8. Recording. This Agreement may be recorded in the records of Hamilton County, Ohio, by either party at its own expense.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.

**SELLER:**

**TRADITIONS VC DEVELOPER, LLC**  
an Ohio limited liability company

By: \_\_\_\_\_

Thomas H. Humes

Its: Manager

Date: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing Purchase and Sale Agreement was subscribed, sworn to, and acknowledged before me, a Notary Public, this \_\_\_\_\_ day of December, 2018, by Thomas H. Humes, the Manager of **TRADITIONS VC DEVELOPER, LLC**, an Ohio limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

**MONTGOMERY:**

**THE CITY OF MONTGOMERY, OHIO,**  
an Ohio municipal corporation

By: \_\_\_\_\_

Brian K. Riblet

Its: City Manager

Date: \_\_\_\_\_

STATE OF OHIO            )  
  ) ss:  
COUNTY OF HAMILTON )

The foregoing instrument was subscribed, sworn to, and acknowledged before me, a Notary Public, this \_\_\_\_\_ day of December, 2018 by Brian K. Riblet, the City Manager of **THE CITY OF MONTGOMERY, OHIO**, a municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_  
Terrence M. Donnellon  
Law Director

## EXHIBIT A-1

**DESCRIPTION FOR:** Traditions VC Developer LLC

**LOCATION:** Vintage Club South Parcel  
0.1223 Acres – Tract 8

Situate in Section 36, Town 5, Entire Range 1, City of Montgomery, Symmes Township, Hamilton County, Ohio and being part of the same premises as conveyed to Traditions VC Developer LLC by deed recorded in O.R. \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Beginning at a set 5/8" iron pin in the south right-of-way line of Vintage Club Boulevard, said point being North 40°33'29" East, 23.46 feet and North 49°26'31" West, 97.50 feet as measured along said right-of-way, from the northwest corner of Lot 106, The Vintage Club, Phase 4 as recorded in P.B. 419, Pages 61-62, Hamilton County, Ohio Recorder's Office;

Thence, with new division lines, the following sixteen (16) courses and distances;

1. South 40°33'29" West, 104.88 feet to a set 5/8" iron pin;
2. North 49°26'31" West, 6.65 feet to a set 5/8" iron pin;
3. South 40°33'29" West, 58.62 feet to a set 5/8" iron pin;
4. South 49°26'31" East, 12.90 feet to a set 5/8" iron pin;
5. South 40°33'29" West, 4.00 feet to a set 5/8" iron pin;
6. South 49°26'31" East, 26.00 feet to a set 5/8" iron pin;
7. South 40°33'29" West, 4.50 feet to a set 5/8" iron pin;
8. Along an arc deflecting to the right, having a radius of 15.00 feet, a central angle of 90°00'00", a length of 23.56 feet, the chord of said arc bears South 85°33'29" West, 21.21 feet to a set 5/8" iron pin;
9. North 49°26'31" West, 49.50 feet to a set 5/8" iron pin;
10. Along an arc deflecting to the right, having a radius of 15.00 feet, a central angle of 90°00'00", a length of 23.56 feet, the chord of said arc bears North 04°26'31" West, 21.21 feet to a set 5/8" iron pin;
11. North 40°33'29" East, 3.58 feet to a set 5/8" iron pin;
12. Along an arc deflecting to the right, having a radius of 3.00 feet, a central angle of 90°00'00", a length of 4.71 feet, the chord of said arc bears North 85°33'29" East, 4.24 feet to a set 5/8" iron pin;
13. South 49°26'31" East, 17.85 feet to a set 5/8" iron pin;
14. North 40°33'29" East, 60.92 feet to a set 5/8" iron pin;
15. South 49°26'31" East, 2.15 feet to a set 5/8" iron pin;
16. North 40°33'29" East, 104.50 feet to a set 5/8" iron pin in the aforesaid south right-of-way line of Vintage Club Boulevard;





Thence, along said south right-of-way line, South 49°26'31" East, 24.25 feet to the Point of Beginning.

Containing 0.1223 acres of land.

Subject to all legal highways, easements and restrictions of record.

The above description was prepared by McGill Smith Punshon, Inc., under the direction of Jerry L. Keller, P.S., Ohio Registration No. 7584. The bearings in the above description are based on the Reserve of Montgomery, Section 4 as recorded in P.B. 315, Pages 57-58, Hamilton County, Ohio Recorder's Office.

Prepared by: McGill Smith Punshon, Inc.

Date: March 20, 2018

MSP No.: 04308.03

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## EXHIBIT A-2

**DESCRIPTION FOR:** Traditions VC Developer LLC

**LOCATION:** Vintage Club South Parcel  
0.0833 Acres – Tract 10

Situate in Section 36, Town 5, Entire Range 1, City of Montgomery, Symmes Township, Hamilton County, Ohio and being part of the same premises as conveyed to Traditions VC Developer LLC by deed recorded in O.R. \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Beginning at a set 5/8" iron pin in the south line of The Vintage Club, Phase 4 as recorded in P.B. 419, Pages 61-62, Hamilton County, Ohio Recorder's Office, said point lies North 49°26'31" West, 224.79 feet from the southeast corner of Lot 106 of said Phase 4;

Thence, with new division lines, the following thirteen (13) courses and distances;

1. Along an arc deflecting to the right, having a radius of 3.00 feet, a central angle of 90°00'00", a length of 4.71 feet, the chord of said arc bears South 04°26'31" East, 4.24 feet to a set 5/8" iron pin;
2. South 40°33'29" West, 24.00 feet to a set 5/8" iron pin;
3. Along an arc deflecting to the right, having a radius of 3.00 feet, a central angle of 90°00'00", a length of 4.71 feet, the chord of said arc bears South 85°33'39" West, 4.24 feet to a set 5/8" iron pin;
4. North 49°26'31" West, 15.00 feet to a set 5/8" iron pin;
5. South 40°33'29" West, 54.00 feet to a set 5/8" iron pin;
6. South 49°26'31" East, 15.00 feet to a set 5/8" iron pin;
7. Along an arc deflecting to the right, having a radius of 3.00 feet, a central angle of 90°25'29", a length of 4.73 feet, the chord of said arc bears South 04°13'46" East, 4.26 feet to a set 5/8" iron pin;
8. Along an arc deflecting to the right, having a radius of 25.00 feet, a central angle of 89°34'31", a length of 39.08 feet, the chord of said arc bears South 85°46'14" West, 35.22 feet to a set 5/8" iron pin;
9. North 49°26'31" West, 29.00 feet to a set 5/8" iron pin;
10. Along an arc deflecting to the right, having a radius of 15.00 feet, a central angle of 90°00'00", a length of 23.56 feet, the chord of said arc bears North 04°26'31" West, 21.21 feet to a set 5/8" iron pin;
11. North 40°33'29" East, 4.50 feet to a set 5/8" iron pin;
12. South 49°26'31" East, 36.00 feet to a set 5/8" iron pin;
13. North 40°33'29" East, 167.50 feet to a set 5/8" iron pin in the south right-of-way line of Vintage Club Boulevard;



Thence, along said south right-of-way line, South 49°26'31" East, 5.25 feet to an existing iron pin;

Thence, along the west right-of-way line of said Vintage Club Boulevard and the west line of aforesaid Phase 4, South 40°33'29" West, 75.16 feet to a set 5/8" iron pin;

Thence, continuing along the south line of said Phase 4, South 49°26'31" East, 24.75 feet to the Point of Beginning.

Containing 0.0833 acres of land.

Subject to all legal highways, easements and restrictions of record.

The above description was prepared by McGill Smith Punshon, Inc., under the direction of Jerry L. Keller, P.S., Ohio Registration No. 7584. The bearings in the above description are based on the Reserve of Montgomery, Section 4 as recorded in P.B. 315, Pages 57-58, Hamilton County, Ohio Recorder's Office.

Prepared by: McGill Smith Punshon, Inc.

Date: March 20, 2018

MSP No.: 04308.03

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**DESCRIPTION FOR:** Traditions VC Developer LLC

**LOCATION:** Vintage Club South Parcel  
4.3360 Acres

Situate in Section 36, Town 5, Entire Range 1, City of Montgomery, Symmes Township, Hamilton County, Ohio and being part of the same premises as conveyed to Traditions VC Developer LLC by deed recorded in O.R. \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Beginning at a set 5/8" iron pin at the southeast corner of Lot 106, The Vintage Club, Phase 4 as recorded in P.B. 419, Pages 61-62, Hamilton County, Ohio Recorder's Office, said point also being in the west line of Open Space Lot B, The Vintage Club, Phase Two as recorded in P.B. 409, Pages 17-18, Hamilton County, Ohio Recorder's Office;

Thence, with the west line of said Open Space Lot B, South 28°32'49" West, 179.72 feet to a set 5/8" iron pin in a north line of the lands conveyed to the Archbishop of Cincinnati, Tr., by deed recorded in D.B. 1840, Page 511, Hamilton County, Ohio Recorder's Office;

Thence, with the north lines of said lands, the following five (5) courses and distances;

1. North 71°26'44" West, 98.23 feet to a set 5/8" iron pin;
2. South 84°13'14" West, 246.49 feet to a set 5/8" iron pin;
3. South 29°56'33" West, 64.52 feet to a set 5/8" iron pin;
4. North 90°00'00" West, 67.45 feet to a set 5/8" iron pin;
5. North 48°58'38" West, 243.27 feet to an existing iron pin at the southeast corner of the lands conveyed to The City of Montgomery by deed recorded in O.R. 12315, Page 659, Hamilton County, Ohio Recorder's Office;

Thence, with the east lines of said lands, North 53°50'18 East, 273.94 feet to an existing iron pin and North 40°33'29" East, 304.76 feet to an existing iron pin in the south right-of-way line of Vintage Club Boulevard;

Thence, along said south right-of-way line, South 49°26'31" East, 72.26 feet to a set 5/8" iron pin;

Thence, with new division lines, the following sixteen (16) courses and distances;

1. South 40°33'29" West, 104.50 feet to a set 5/8" iron pin;
2. North 49°26'31" West, 2.15 feet to a set 5/8" iron pin;



3. South 40°33'29" West, 60.92 feet to a set 5/8" iron pin;
4. North 49°26'31" West, 17.85 feet to a set 5/8" iron pin;
5. Along an arc deflecting to the left, having a radius of 3.00 feet, a central angle of 90°00'00", a length of 4.71 feet, the chord of said arc bears South 85°33'29" West, 4.24 feet to a set 5/8" iron pin;
6. South 40°33'29" West, 3.58 feet to a set 5/8" iron pin;
7. Along an arc deflecting to the left, having a radius of 15.00 feet, a central angle of 90°00'00", a length of 23.56 feet, the chord of said arc bears South 04°26'31" East, 21.21 feet to a set 5/8" iron pin;
8. South 49°26'31" East, 49.50 feet to a set 5/8" iron pin;
9. Along an arc deflecting to the left, having a radius of 15.00 feet, a central angle of 90°00'00", a length of 23.56 feet, the chord of said arc bears North 85°33'29" East, 21.21 feet to a set 5/8" iron pin;
10. North 40°33'29" East, 4.50 feet to a set 5/8" iron pin;
11. North 49°26'31" West, 26.00 feet to a set 5/8" iron pin;
12. North 40°33'29" East, 4.00 feet to a set 5/8" iron pin;
13. North 49°26'31" West, 12.90 feet to a set 5/8" iron pin;
14. North 40°33'29" East, 58.62 feet to a set 5/8" iron pin;
15. South 49°26'31" East, 6.65 feet to a set 5/8" iron pin;
16. North 40°33'29" East, 104.88 feet to a set 5/8" iron pin in the aforesaid south right-of-way line of Vintage Club Boulevard;

Thence, along said south right-of-way line, South 49°26'31" East, 92.25 feet to a set 5/8" iron pin;

Thence, with new division lines, the following thirteen (13) courses and distances;

1. South 40°33'29" West, 167.50 feet to a set 5/8" iron pin;
2. North 49°26'31" West, 36.00 feet to a set 5/8" iron pin;
3. South 40°33'29" West, 4.50 feet to a set 5/8" iron pin;
4. Along an arc deflecting to the left, having a radius of 15.00 feet, a central angle of 90°00'00", a length of 23.56 feet, the chord of said arc bears South 04°26'31" East, 21.21 feet to a set 5/8" iron pin;
5. South 49°26'31" East, 29.00 feet to a set 5/8" iron pin;
6. Along an arc deflecting to the left, having a radius of 25.00 feet, a central angle of 89°34'31", a length of 39.08 feet, the chord of said arc bears North 85°46'14" East, 35.22 feet to a set 5/8" iron pin;
7. Along an arc deflecting to the left, having a radius of 3.00 feet, a central angle of 90°25'29", a length of 4.73 feet, the chord of said arc bears North 04°13'46" West, 4.26 feet to a set 5/8" iron pin;



8. North 49°26'31" West, 15.00 feet to a set 5/8" iron pin;
9. North 40°33'29" East, 54.00 feet to a set 5/8" iron pin;
10. South 49°26'31" East, 15.00 feet to a set 5/8" iron pin;
11. Along an arc deflecting to the left, having a radius of 3.00 feet, a central angle of 90°00'00", a length of 4.71 feet, the chord of said arc bears North 85°33'39" East, 4.24 feet to a set 5/8" iron pin;
12. North 40°33'29" East, 24.00 feet to a set 5/8" iron pin;
13. Along an arc deflecting to the left, having a radius of 3.00 feet, a central angle of 90°00'00", a length of 4.71 feet, the chord of said arc bears North 04°26'31" West, 4.24 feet to a set 5/8" iron pin in the south line of aforesaid Lot 106, Vintage Club, Phase 4;

Thence, with said south line, South 49°26'31" East, 224.79 feet to the Point of Beginning.

Containing 4.3360 acres of land.

Subject to all legal highways, easements and restrictions of record.

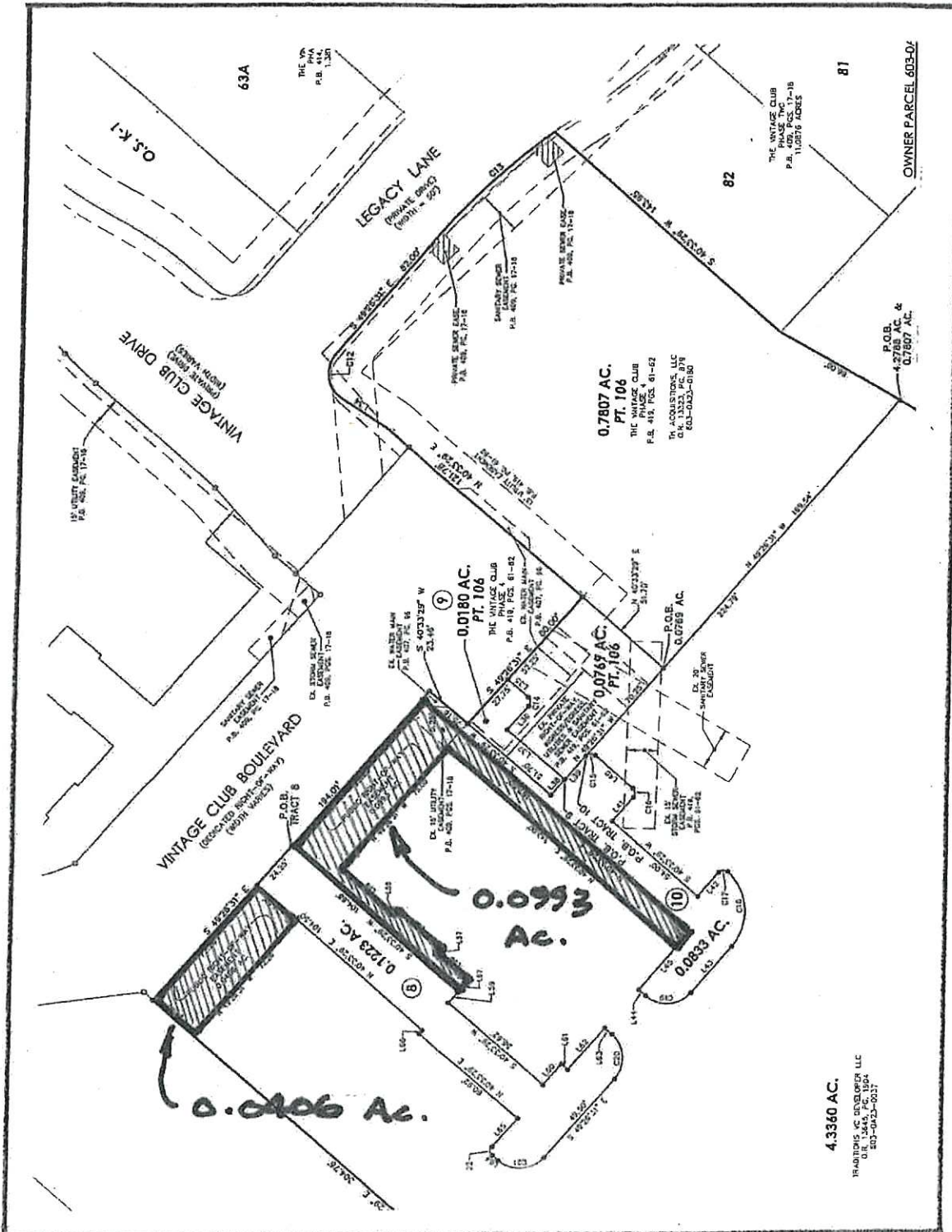
The above description was prepared by McGill Smith Punshon, Inc., under the direction of Jerry L. Keller, P.S., Ohio Registration No. 7584. The bearings in the above description are based on the Reserve of Montgomery, Section 4 as recorded in P.B. 315, Pages 57-58, Hamilton County, Ohio Recorder's Office.

Prepared by: McGill Smith Punshon, Inc.  
Date: March 20, 2018  
MSP No.: 04308.03

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Exhibit B-1  
Plat



4.3360 AC.  
TRAFFICWAY AC DEVELOPERS LLC  
OR 13453, P.C. 199  
203-0023-0037



## Exhibit B-1

**DESCRIPTION FOR:** Traditions VC Developer LLC

**LOCATION:** Vintage Club South Parcel  
Public Right-of-Way Easement  
0.0406 Acres

Situate in Section 36, Town 5, Entire Range 1, City of Montgomery, Symmes Township, Hamilton County, Ohio and being part of the same premises as conveyed to Northmark Development LLC by deed recorded in O.R. 13015, Page 79, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Beginning at a set 5/8" iron pin in the south right-of-way line of Vintage Club Boulevard, said point being North 40°33'29" East, 23.46 feet and North 49°26'31" West, 121.75 feet as measured along said right-of-way, from the northwest corner of Lot 106, The Vintage Club, Phase 4 as recorded in P.B. 419, Pages 61-62, Hamilton County, Ohio Recorder's Office;

Thence, with new division lines, South 40°33'29" West, 24.50 feet to a point and North 49°26'31" West, 72.26 feet to a point in the east line of the lands conveyed to the City of Montgomery by deed recorded in O.R. 12315, Page 659, Hamilton County, Ohio Recorder's Office;

Thence, with said east line, North 40°33'29" East, 24.50 feet to a set 5/8" iron pin in the aforesaid south right-of-way line of Vintage Club Boulevard;

Thence, along said south right-of-way line, South 49°26'31" East, 72.26 feet to the Point of Beginning.

Containing 0.0406 acres of land.

Subject to all legal highways, easements and restrictions of record.

The above description was prepared by McGill Smith Punshon, Inc., under the direction of Jerry L. Keller, P.S., Ohio Registration No. 7584. The bearings in the above description are based on the Reserve of Montgomery, Section 4 as recorded in P.B. 315, Pages 57-58, Hamilton County, Ohio Recorder's Office.

Prepared by: McGill Smith Punshon, Inc.

Date: October 17, 2017

MSP No.: 04308.03

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McGill Smith Punshon, Inc.  
3700 Park 42 Drive ■ Suite 190B ■ Cincinnati, Ohio ■ 45241-2097  
513.759.0004 ■ Fax 513.563.7099 ■ www.mcgillsmithpunshon.com



## Exhibit B-2

**DESCRIPTION FOR:** Traditions VC Developer LLC

**LOCATION:** Vintage Club South Parcel  
Public Right-of-Way Easement  
0.0993 Acres

Situate in Section 36, Town 5, Entire Range 1, City of Montgomery, Symmes Township, Hamilton County, Ohio and being part of the same premises as conveyed to Traditions VC Developer LLC by deed recorded in O.R. \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Beginning at a set 5/8" iron pin in the south right-of-way line of Vintage Club Boulevard, said point being North 40°33'29" East, 23.46 feet and North 49°26'31" West, 5.25 feet as measured along said right-of-way, from the northwest corner of Lot 106, The Vintage Club, Phase 4 as recorded in P.B. 419, Pages 61-62, Hamilton County, Ohio Recorder's Office;

Thence, with new division lines, the following eleven (11) courses and distances;

1. South 40°33'29" West, 167.50 feet to a point;
2. North 49°26'31" West, 10.00 feet to a point;
3. North 40°33'29" East, 143.00 feet to a point;
4. North 49°26'31" West, 75.00 feet to a point;
5. South 40°33'29" West, 33.00 feet to a point;
6. South 49°26'31" East, 2.00 feet to a point;
7. South 40°33'29" West, 28.00 feet to a point;
8. North 49°26'31" West, 2.00 feet to a point;
9. South 40°33'29" West, 19.38 feet to a point;
10. North 49°26'31" West, 7.25 feet to a point;
11. North 40°33'29" East, 104.88 feet to a set 5/8" iron pin in the aforesaid south right-of-way line of Vintage Club Boulevard;

Thence, along said south right-of-way line, South 49°26'31" East, 92.25 feet to the Point of Beginning.

Containing 0.0993 acres of land.

Subject to all legal highways, easements and restrictions of record.

The above description was prepared by McGill Smith Punshon, Inc., under the direction of Jerry L. Keller, P.S., Ohio Registration No. 7584. The bearings in the above description are based on



the Reserve of Montgomery, Section 4 as recorded in P.B. 315, Pages 57-58, Hamilton County,  
Ohio Recorder's Office.

Prepared by: McGill Smith Punshon, Inc.

Date: March 20, 2018

MSP No.: 04308.03

04308033-LEG-RW-Q\_0993 Aa.docx



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## EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is entered into as of the \_\_\_\_\_ day of December, 2018, by and between **Traditions VC Developer LLC**, an Ohio limited liability company, whose address is 4000 Executive Park Drive, Suite 250, Cincinnati, Ohio 45241 (“Traditions”) and **The City of Montgomery, Ohio**, an Ohio municipal corporation, whose address is 10101 Montgomery Road, Montgomery, Ohio 45242 (“City”).

### RECITALS

A. Traditions is the owner of certain real property situated in the City of Montgomery, Hamilton County, Ohio, Auditor’s Parcel Number 603-0A23-0220, as further described on **Exhibit A** attached hereto and incorporated herein by reference (“Traditions Property”).

B. The City is an Ohio municipal corporation charged by law with the responsibility to construct and maintain public roadways and related sidewalk and streetscape improvements within and throughout the City. The City is authorized to acquire and hold certain right-of-way and easement rights to support such roadways and related improvements.

C. Traditions and the City desire, subject to the covenants, conditions and restrictions set forth within this Agreement, to establish easements and certain related rights described herein to enable the City to construct roadway, sidewalk, pedestrian plazas and streetscape improvements upon the Traditions Property.

NOW THEREFORE, in consideration of the payment of the sum of One Dollar (\$1.00), the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Access Easement.**

(a) *Grant of Easement.* Traditions hereby grants to the City, and its successors and assigns, for the benefit of the general public, a perpetual easement in combined areas totaling 0.1399 acres on, over, under and across two separate portions of the Traditions Property, as described in **Exhibit B-1 and B-2** (“Easement Area”) attached hereto, to permit the City to construct, install, use, maintain, repair and replace certain roadway, sidewalk, pedestrian plazas and streetscape improvements, (collectively “Improvements”), provided, however, that none of the Improvements will interfere with access to and from the Traditions Property.

(b) *Non-Exclusive Easement.* This easement shall be limited to the purposes set forth in foregoing Paragraph (a), and Traditions shall retain all rights of ownership of this property to use, occupy, and otherwise exercise control over the Easement Area to the extent such is not inconsistent with the provisions of foregoing Paragraph (a). Provided, however, Traditions shall not construct any structures over the Easement Area, nor landscape improvements within or around the Easement Area which would interfere with the Easement, and the Improvements constructed in the Easement Area. The City has the right to remove such structures or improvements to the extent necessary to enforce this obligation, and the City shall not be responsible for the loss of such structure or improvement. Unless there is an emergency requiring immediate removal, the City shall notify Traditions, or its successors and assigns, no less than fourteen (14) days before removing such structure or improvement to allow Traditions to first take corrective action.

(c) *No-Effect of Easement on Traditions Property.* The Grant of Easement shall have no effect whatsoever on the net useable area of the Traditions Property.

(d) *Reverter.* In the event that the City no longer needs the Easement Area for the purposes set forth in foregoing Paragraph (a) or abandons the Easement Area, the Easement

Area, at the request of Traditions, or its successor, shall revert to the then titled owner of the Traditions Property, its successors and assigns. The City shall execute any instruments that may be requested to clear the title to the Easement Area in such event.

(e) Construction and Maintenance Costs. During the term of the Easement, the City shall be responsible, or by separate Maintenance Agreement the City's agent shall be responsible, at its expense, for the maintenance, repair and replacement of the Improvements, to keep the Improvements in good condition and repair as the City may deem necessary. As necessary, Traditions will cooperate to grant to the City such license to enter the Traditions Property to make such repairs. Traditions shall not construct, erect or install any structures, landscaping or other private improvements in and around the Easement Area which would interfere with the City's ability to access the City's Improvements in the Easement Area.

2. Covenants Running with the Land / Obligation of Future Owners. The easements granted in this Agreement and the covenants contained herein shall be easements and covenants running with the land, and these easements and covenants along with the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, mortgagees and tenants.

3. Amendment. The provisions of this Agreement may be modified or amended, in whole or in part, only with the consent of the City and the persons who are at such time the fee owners of the Traditions Property by declaration in writing executed and acknowledged by all parties and duly recorded in Hamilton County, Ohio. It is expressly understood and agreed that no modification or amendment of this Agreement, in whole or in part, shall require any consent or approval on the part of any mortgagee, occupant, permittee or tenant other than the fee owner.

4. Notices. Notices permitted or required under this Agreement shall be in writing and shall be delivered or sent by certified mail to the addresses set forth above, provided that any party may change such address by written notice to the other party.

5. **Miscellaneous.**

(a) **Captions.** The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

(b) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Ohio. The rules of strict interpretation shall not apply to this Agreement, and this Agreement shall be given a reasonable interpretation so that the intention of the parties to confer commercially usable easements and other rights is carried out.

(c) **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

(d) **No Partnership.** Neither anything in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third party, to create the relationship of principal and agent, or a partnership, or a joint venture, or of association between any of the parties to this Agreement.

(e) **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable), shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) **Further Assurances.** Each of the parties hereto agree to execute and deliver such further instruments and to perform such acts as are reasonably necessary for a party to perform any requirement or to carry out the purposes of this Agreement.

(g) **Exhibits.** All exhibits referred to in this Agreement and attached hereto shall be deemed a part of this Agreement.

(h) Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts including separate signature pages, which counterparts together shall constitute the entire Agreement of the parties.

IN CONCLUSION, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

**TRADITIONS VC DEVELOPER, LLC**  
**an Ohio limited liability company**

by: \_\_\_\_\_  
Thomas H. Humes  
Its: Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me, a Notary Public in and for this County and State, this \_\_\_\_\_ day of December, 2018, by **Thomas H. Humes, Manager of Traditions VC Developer LLC**, an Ohio limited liability company, who acknowledged the signing and sealing of the Easement Agreement to be his voluntary act and deed on behalf of the company.

\_\_\_\_\_  
Notary Public



**THE CITY OF MONTGOMERY, OHIO,**  
an Ohio municipal corporation

By: \_\_\_\_\_  
Brian K. Riblet  
Its: City Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me, a Notary Public in and for this County and State, this \_\_\_\_\_ day of December, 2018, by **Brian K. Riblet, City Manager of the City of Montgomery, Ohio**, who acknowledged the signing and sealing of the Easement Agreement to be his voluntary act and deed, and the voluntary act and deed on behalf of the City.

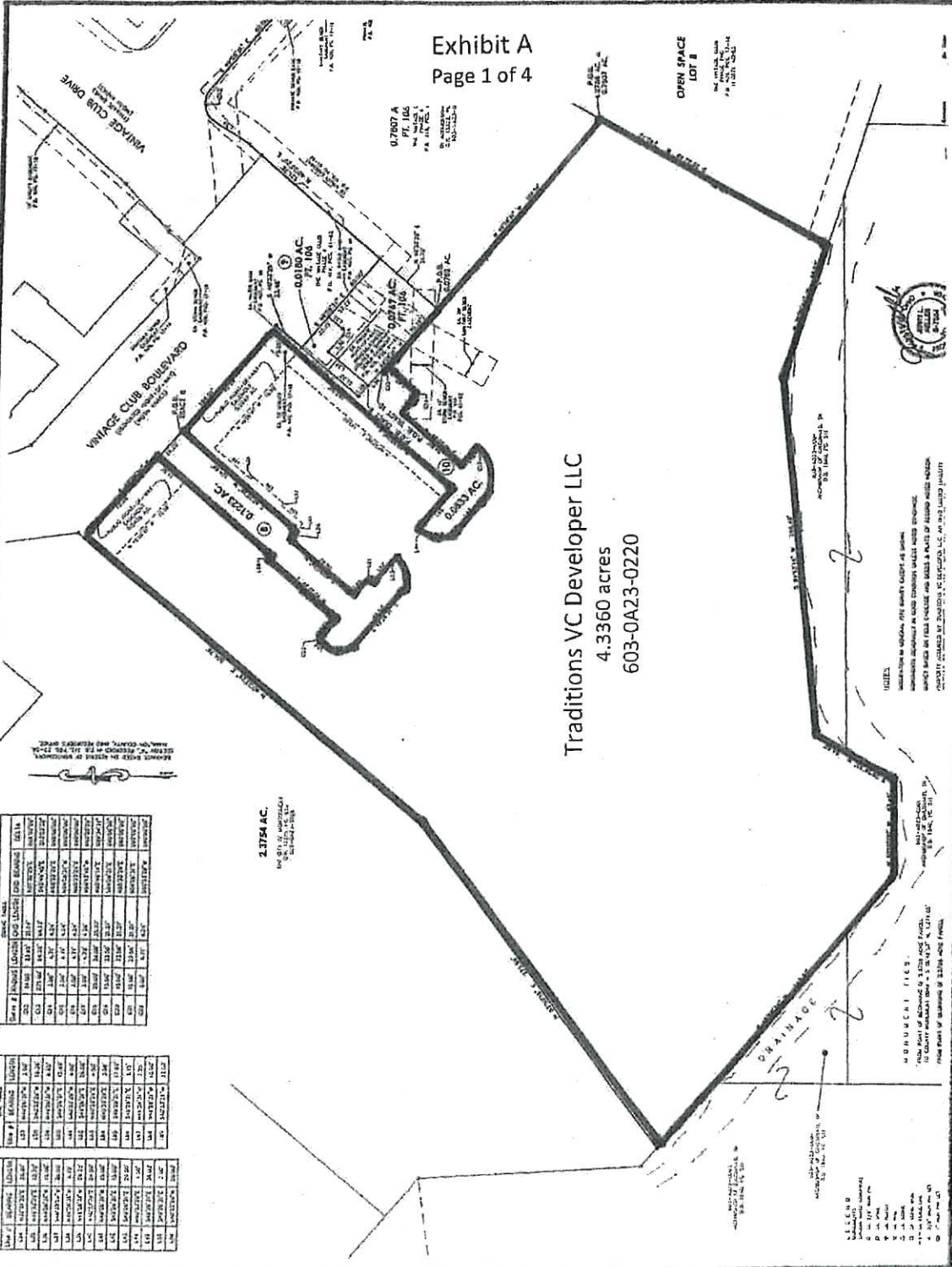
\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_  
Terrence M. Donnellon  
Director of Law

This Instrument prepared by:  
Terrence M. Donnellon, Esq.  
Donnellon, Donnellon & Miller  
9079 Montgomery Road  
Cincinnati, OH 45242  
(513) 891-7087

Traditions VC Developer LLC  
4.3360 acres  
603-0A23-0720



Lot #	Area	Notes
1	0.0100 AC	
2	0.0100 AC	
3	0.0100 AC	
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100	0.0100 AC	



**NOTES:**  
 1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.  
 2. ALL BEARINGS ARE TRUE BEARINGS.  
 3. THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMES INTO CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1981, CHAPTER 120A, SECTION 17.2.

**DESCRIPTION FOR:** Traditions VC Developer LLC

**LOCATION:** Vintage Club South Parcel  
4.3360 Acres

Situate in Section 36, Town 5, Entire Range 1, City of Montgomery, Symmes Township, Hamilton County, Ohio and being part of the same premises as conveyed to Traditions VC Developer LLC by deed recorded in O.R. \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Beginning at a set 5/8" iron pin at the southeast corner of Lot 106, The Vintage Club, Phase 4 as recorded in P.B. 419, Pages 61-62, Hamilton County, Ohio Recorder's Office, said point also being in the west line of Open Space Lot B, The Vintage Club, Phase Two as recorded in P.B. 409, Pages 17-18, Hamilton County, Ohio Recorder's Office;

Thence, with the west line of said Open Space Lot B, South 28°32'49" West, 179.72 feet to a set 5/8" iron pin in a north line of the lands conveyed to the Archbishop of Cincinnati, Tr., by deed recorded in D.B. 1840, Page 511, Hamilton County, Ohio Recorder's Office;

Thence, with the north lines of said lands, the following five (5) courses and distances;

1. North 71°26'44" West, 98.23 feet to a set 5/8" iron pin;
2. South 84°13'14" West, 246.49 feet to a set 5/8" iron pin;
3. South 29°56'33" West, 64.52 feet to a set 5/8" iron pin;
4. North 90°00'00" West, 67.45 feet to a set 5/8" iron pin;
5. North 48°58'38" West, 243.27 feet to an existing iron pin at the southeast corner of the lands conveyed to The City of Montgomery by deed recorded in O.R. 12315, Page 659, Hamilton County, Ohio Recorder's Office;

Thence, with the east lines of said lands, North 53°50'18 East, 273.94 feet to an existing iron pin and North 40°33'29" East, 304.76 feet to an existing iron pin in the south right-of-way line of Vintage Club Boulevard;

Thence, along said south right-of-way line, South 49°26'31" East, 72.26 feet to a set 5/8" iron pin;

Thence, with new division lines, the following sixteen (16) courses and distances;

1. South 40°33'29" West, 104.50 feet to a set 5/8" iron pin;
2. North 49°26'31" West, 2.15 feet to a set 5/8" iron pin;



Exhibit A

Page 3 of 4

3. South 40°33'29" West, 60.92 feet to a set 5/8" iron pin;
4. North 49°26'31" West, 17.85 feet to a set 5/8" iron pin;
5. Along an arc deflecting to the left, having a radius of 3.00 feet, a central angle of 90°00'00", a length of 4.71 feet, the chord of said arc bears South 85°33'29" West, 4.24 feet to a set 5/8" iron pin;
6. South 40°33'29" West, 3.58 feet to a set 5/8" iron pin;
7. Along an arc deflecting to the left, having a radius of 15.00 feet, a central angle of 90°00'00", a length of 23.56 feet, the chord of said arc bears South 04°26'31" East, 21.21 feet to a set 5/8" iron pin;
8. South 49°26'31" East, 49.50 feet to a set 5/8" iron pin;
9. Along an arc deflecting to the left, having a radius of 15.00 feet, a central angle of 90°00'00", a length of 23.56 feet, the chord of said arc bears North 85°33'29" East, 21.21 feet to a set 5/8" iron pin;
10. North 40°33'29" East, 4.50 feet to a set 5/8" iron pin;
11. North 49°26'31" West, 26.00 feet to a set 5/8" iron pin;
12. North 40°33'29" East, 4.00 feet to a set 5/8" iron pin;
13. North 49°26'31" West, 12.90 feet to a set 5/8" iron pin;
14. North 40°33'29" East, 58.62 feet to a set 5/8" iron pin;
15. South 49°26'31" East, 6.65 feet to a set 5/8" iron pin;
16. North 40°33'29" East, 104.88 feet to a set 5/8" iron pin in the aforesaid south right-of-way line of Vintage Club Boulevard;

Thence, along said south right-of-way line, South 49°26'31" East, 92.25 feet to a set 5/8" iron pin;

Thence, with new division lines, the following thirteen (13) courses and distances;

1. South 40°33'29" West, 167.50 feet to a set 5/8" iron pin;
2. North 49°26'31" West, 36.00 feet to a set 5/8" iron pin;
3. South 40°33'29" West, 4.50 feet to a set 5/8" iron pin;
4. Along an arc deflecting to the left, having a radius of 15.00 feet, a central angle of 90°00'00", a length of 23.56 feet, the chord of said arc bears South 04°26'31" East, 21.21 feet to a set 5/8" iron pin;
5. South 49°26'31" East, 29.00 feet to a set 5/8" iron pin;
6. Along an arc deflecting to the left, having a radius of 25.00 feet, a central angle of 89°34'31", a length of 39.08 feet, the chord of said arc bears North 85°46'14" East, 35.22 feet to a set 5/8" iron pin;
7. Along an arc deflecting to the left, having a radius of 3.00 feet, a central angle of 90°25'29", a length of 4.73 feet, the chord of said arc bears North 04°13'46" West, 4.26 feet to a set 5/8" iron pin;



Exhibit A

Page 4 of 4

8. North 49°26'31" West, 15.00 feet to a set 5/8" iron pin;
9. North 40°33'29" East, 54.00 feet to a set 5/8" iron pin;
10. South 49°26'31" East, 15.00 feet to a set 5/8" iron pin;
11. Along an arc deflecting to the left, having a radius of 3.00 feet, a central angle of 90°00'00", a length of 4.71 feet, the chord of said arc bears North 85°33'39" East, 4.24 feet to a set 5/8" iron pin;
12. North 40°33'29" East, 24.00 feet to a set 5/8" iron pin;
13. Along an arc deflecting to the left, having a radius of 3.00 feet, a central angle of 90°00'00", a length of 4.71 feet, the chord of said arc bears North 04°26'31" West, 4.24 feet to a set 5/8" iron pin in the south line of aforesaid Lot 106, Vintage Club, Phase 4;

Thence, with said south line, South 49°26'31" East, 224.79 feet to the Point of Beginning.

Containing 4.3360 acres of land.

Subject to all legal highways, easements and restrictions of record.

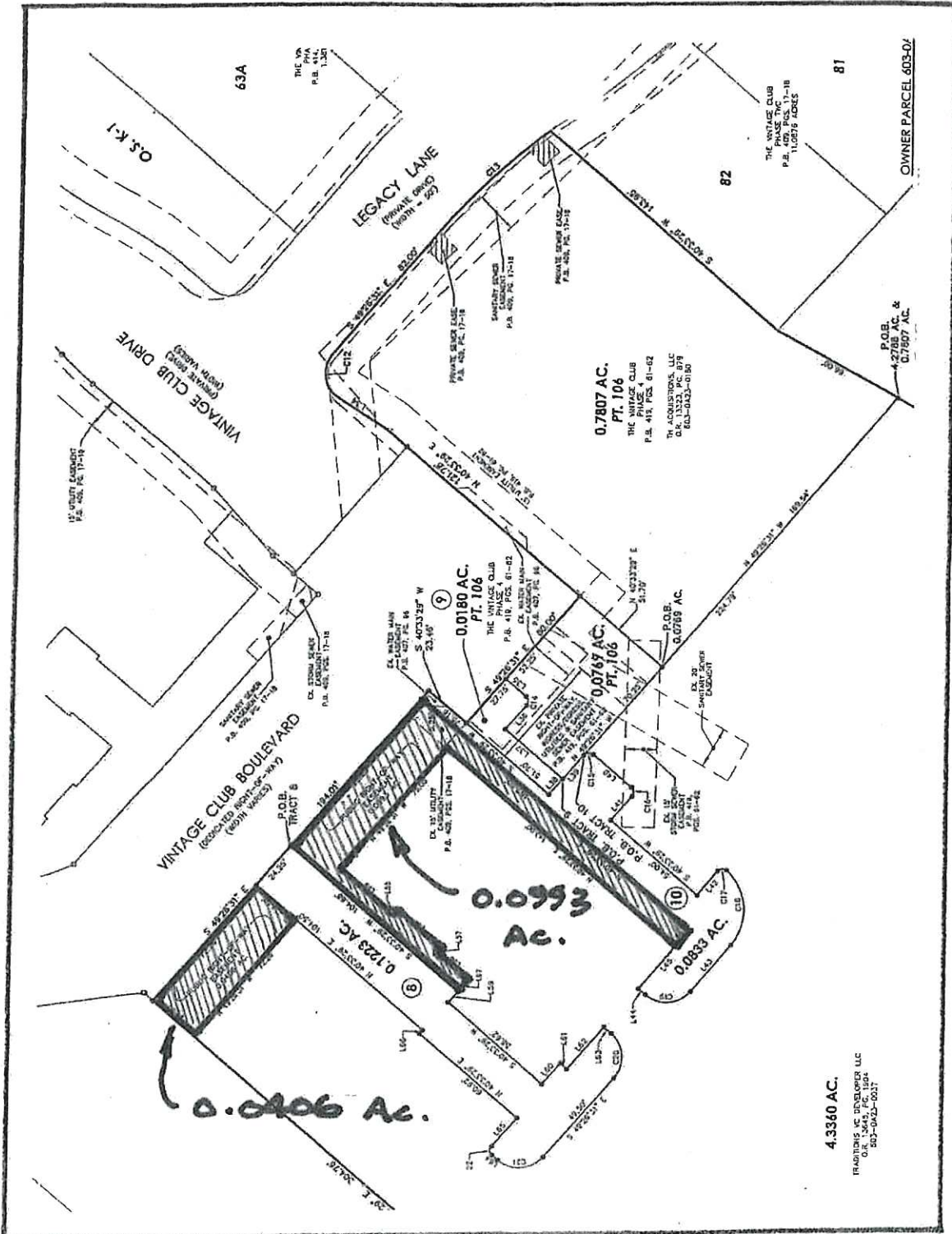
The above description was prepared by McGill Smith Punshon, Inc., under the direction of Jerry L. Keller, P.S., Ohio Registration No. 7584. The bearings in the above description are based on the Reserve of Montgomery, Section 4 as recorded in P.B. 315, Pages 57-58, Hamilton County, Ohio Recorder's Office.

Prepared by: McGill Smith Punshon, Inc.  
Date: March 20, 2018  
MSP No.: 04308.03

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Exhibit B-1  
Plat



4.3360 AC.  
 TRADITION'S VINE DEVELOPERS, LLC  
 O.R. 13645, P.C. 1304  
 303-3663-0037

## Exhibit B-1

**DESCRIPTION FOR:** Traditions VC Developer LLC

**LOCATION:** Vintage Club South Parcel  
Public Right-of-Way Easement  
0.0406 Acres

Situate in Section 36, Town 5, Entire Range 1, City of Montgomery, Symmes Township, Hamilton County, Ohio and being part of the same premises as conveyed to Northmark Development LLC by deed recorded in O.R. 13015, Page 79, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Beginning at a set 5/8" iron pin in the south right-of-way line of Vintage Club Boulevard, said point being North 40°33'29" East, 23.46 feet and North 49°26'31" West, 121.75 feet as measured along said right-of-way, from the northwest corner of Lot 106, The Vintage Club, Phase 4 as recorded in P.B. 419, Pages 61-62, Hamilton County, Ohio Recorder's Office;

Thence, with new division lines, South 40°33'29" West, 24.50 feet to a point and North 49°26'31" West, 72.26 feet to a point in the east line of the lands conveyed to the City of Montgomery by deed recorded in O.R. 12315, Page 659, Hamilton County, Ohio Recorder's Office;

Thence, with said east line, North 40°33'29" East, 24.50 feet to a set 5/8" iron pin in the aforesaid south right-of-way line of Vintage Club Boulevard;

Thence, along said south right-of-way line, South 49°26'31" East, 72.26 feet to the Point of Beginning.

Containing 0.0406 acres of land.

Subject to all legal highways, easements and restrictions of record.

The above description was prepared by McGill Smith Punshon, Inc., under the direction of Jerry L. Keller, P.S., Ohio Registration No. 7584. The bearings in the above description are based on the Reserve of Montgomery, Section 4 as recorded in P.B. 315, Pages 57-58, Hamilton County, Ohio Recorder's Office.

Prepared by: McGill Smith Punshon, Inc.

Date: October 17, 2017

MSP No.: 04308.03

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McGill Smith Punshon, Inc.  
3700 Park 42 Drive ■ Suite 190B ■ Cincinnati, Ohio ■ 45241-2097  
513.759.0004 ■ Fax 513.563.7099 ■ www.mcgillsmithpunshon.com



## Exhibit B-2

**DESCRIPTION FOR:** Traditions VC Developer LLC

**LOCATION:** Vintage Club South Parcel  
Public Right-of-Way Easement  
0.0993 Acres

Situate in Section 36, Town 5, Entire Range 1, City of Montgomery, Symmes Township, Hamilton County, Ohio and being part of the same premises as conveyed to Traditions VC Developer LLC by deed recorded in O.R. \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Beginning at a set 5/8" iron pin in the south right-of-way line of Vintage Club Boulevard, said point being North 40°33'29" East, 23.46 feet and North 49°26'31" West, 5.25 feet as measured along said right-of-way, from the northwest corner of Lot 106, The Vintage Club, Phase 4 as recorded in P.B. 419, Pages 61-62, Hamilton County, Ohio Recorder's Office;

Thence, with new division lines, the following eleven (11) courses and distances;

1. South 40°33'29" West, 167.50 feet to a point;
2. North 49°26'31" West, 10.00 feet to a point;
3. North 40°33'29" East, 143.00 feet to a point;
4. North 49°26'31" West, 75.00 feet to a point;
5. South 40°33'29" West, 33.00 feet to a point;
6. South 49°26'31" East, 2.00 feet to a point;
7. South 40°33'29" West, 28.00 feet to a point;
8. North 49°26'31" West, 2.00 feet to a point;
9. South 40°33'29" West, 19.38 feet to a point;
10. North 49°26'31" West, 7.25 feet to a point;
11. North 40°33'29" East, 104.88 feet to a set 5/8" iron pin in the aforesaid south right-of-way line of Vintage Club Boulevard;

Thence, along said south right-of-way line, South 49°26'31" East, 92.25 feet to the Point of Beginning.

Containing 0.0993 acres of land.

Subject to all legal highways, easements and restrictions of record.

The above description was prepared by McGill Smith Punshon, Inc., under the direction of Jerry L. Keller, P.S., Ohio Registration No. 7584. The bearings in the above description are based on





the Reserve of Montgomery, Section 4 as recorded in P.B. 315, Pages 57-58, Hamilton County,  
Ohio Recorder's Office.

Prepared by: McGill Smith Punshon, Inc.

Date: March 20, 2018

MSP No.: 04308.03

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## EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is entered into as of the \_\_\_\_\_ day of December, 2018, by and between **TH Acquisitions LLC**, an Ohio limited liability company, whose address is 4000 Executive Park Drive, Suite 250, Cincinnati, Ohio 45241 (“THA”) and **The City of Montgomery, Ohio**, an Ohio municipal corporation, whose address is 10101 Montgomery Road, Montgomery, Ohio 45242 (“City”).

### RECITALS

A. THA is the owner of certain real property situated in the City of Montgomery, Hamilton County, Ohio, Auditor’s Parcel Number 603-0A23-0180, as further described on **Exhibit A** attached hereto and incorporated herein by reference (“THA Property”).

B. The City is an Ohio municipal corporation charged by law with the responsibility to construct and maintain public roadways and related sidewalk and streetscape improvements within and throughout the City. The City is authorized to acquire and hold certain right-of-way and easement rights to support such roadways and related improvements.

C. THA and the City desire, subject to the covenants, conditions and restrictions set forth within this Agreement, to establish easements and certain related rights described herein to enable the City to construct sidewalk, pedestrian plazas and streetscape improvements upon the THA Property.

NOW THEREFORE, in consideration of the payment of the sum of One Dollar (\$1.00), the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Access Easement.**

(a) *Grant of Easement.* THA hereby grants to the City, and its successors and assigns, for the benefit of the general public, a perpetual easement in an area of 0.0180 acres on, over, under and across a portion of the THA Property, as described in **Exhibit A-2** (“Easement Area”) attached hereto, to permit the City to construct, install, use, maintain, repair and replace certain roadway, sidewalk, pedestrian plazas and streetscape improvements, (collectively “Improvements”), provided, however, that none of the Improvements will interfere with access to and from and the use of the THA Property.

(b) *Non-Exclusive Easement.* This easement shall be limited to the purposes set forth in foregoing Paragraph (a), and THA shall retain all rights of ownership of this property to use, occupy, and otherwise exercise control over the Easement Area to the extent such is not inconsistent with the provisions of foregoing Paragraph (a). Provided, however, THA shall not construct any structures over the Easement Area, nor landscape improvements within or around the Easement Area which would interfere with the Easement, and the Improvements constructed in the Easement Area. The City has the right to remove such structures or improvements to the extent necessary to enforce this obligation, and the City shall not be responsible for the loss of such structure or improvement. Unless there is an emergency requiring immediate removal, the City shall notify THA, or its successors and assigns, no less than fourteen (14) days before removing such structure or improvement to allow THA to first take corrective action.

(c) *No-Effect of Easement on Traditions Property.* The Grant of Easement shall have no effect whatsoever on the net useable area of the THA Property.

(d) *Reverter.* In the event that the City no longer needs the Easement Area for the purposes set forth in foregoing Paragraph (a) or abandons the Easement Area, the Easement Area, at the request of THA, or its successor, shall revert to the then titled owner of the THA

Property, its successors and assigns. The City shall execute any instruments that may be requested to clear the title to the Easement Area in such event.

(e) Construction and Maintenance Costs. During the term of the Easement, the City shall be responsible, or by separate Maintenance Agreement the City's agent shall be responsible, at its expense, for the maintenance, repair and replacement of the Improvements, to keep the Improvements in good condition and repair as the City may deem necessary. As necessary, THA will cooperate to grant to the City such license to enter the THA Property to make such repairs. THA shall not construct, erect or install any structures, landscaping or other private improvements in and around the Easement Area which would interfere with the City's ability to access the City's Improvements in the Easement Area.

2. Covenants Running with the Land / Obligation of Future Owners. The easements granted in this Agreement and the covenants contained herein shall be easements and covenants running with the land, and these easements and covenants along with the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, mortgagees and tenants.

3. Amendment. The provisions of this Agreement may be modified or amended, in whole or in part, only with the consent of the City and the persons who are at such time the fee owners of the THA Property by declaration in writing executed and acknowledged by all parties and duly recorded in Hamilton County, Ohio. It is expressly understood and agreed that no modification or amendment of this Agreement, in whole or in part, shall require any consent or approval on the part of any mortgagee, occupant, permittee or tenant other than the fee owner.

4. Notices. Notices permitted or required under this Agreement shall be in writing and shall be delivered or sent by certified mail to the addresses set forth above, provided that any party may change such address by written notice to the other party.

5. **Miscellaneous.**

(a) **Captions.** The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

(b) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Ohio. The rules of strict interpretation shall not apply to this Agreement, and this Agreement shall be given a reasonable interpretation so that the intention of the parties to confer commercially usable easements and other rights is carried out.

(c) **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

(d) **No Partnership.** Neither anything in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third party, to create the relationship of principal and agent, or a partnership, or a joint venture, or of association between any of the parties to this Agreement.

(e) **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable), shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) **Further Assurances.** Each of the parties hereto agree to execute and deliver such further instruments and to perform such acts as are reasonably necessary for a party to perform any requirement or to carry out the purposes of this Agreement.

(g) **Exhibits.** All exhibits referred to in this Agreement and attached hereto shall be deemed a part of this Agreement.

(h) Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts including separate signature pages, which counterparts together shall constitute the entire Agreement of the parties.

IN CONCLUSION, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

**TH ACQUISITIONS, LLC**  
**an Ohio limited liability company**

by: \_\_\_\_\_  
Thomas H. Humes  
Its: Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me, a Notary Public in and for this County and State, this \_\_\_\_\_ day of December, 2018, by **Thomas H. Humes, Manager of TH Acquisitions LLC**, an Ohio limited liability company, who acknowledged the signing and sealing of the Easement Agreement to be his voluntary act and deed on behalf of the company.

\_\_\_\_\_  
Notary Public

**THE CITY OF MONTGOMERY, OHIO,**  
an Ohio municipal corporation

By: \_\_\_\_\_  
Brian K. Riblet  
Its: City Manager

STATE OF OHIO            )  
  ) ss:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me, a Notary Public in and for this County and State, this \_\_\_\_\_ day of December, 2018, by **Brian K. Riblet, City Manager of the City of Montgomery, Ohio**, who acknowledged the signing and sealing of the Easement Agreement to be his voluntary act and deed, and the voluntary act and deed on behalf of the City.

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_  
Terrence M. Donnellon  
Director of Law

This Instrument prepared by:  
Terrence M. Donnellon, Esq.  
Donnellon, Donnellon & Miller  
9079 Montgomery Road  
Cincinnati, OH 45242  
(513) 891-7087

## Exhibit A

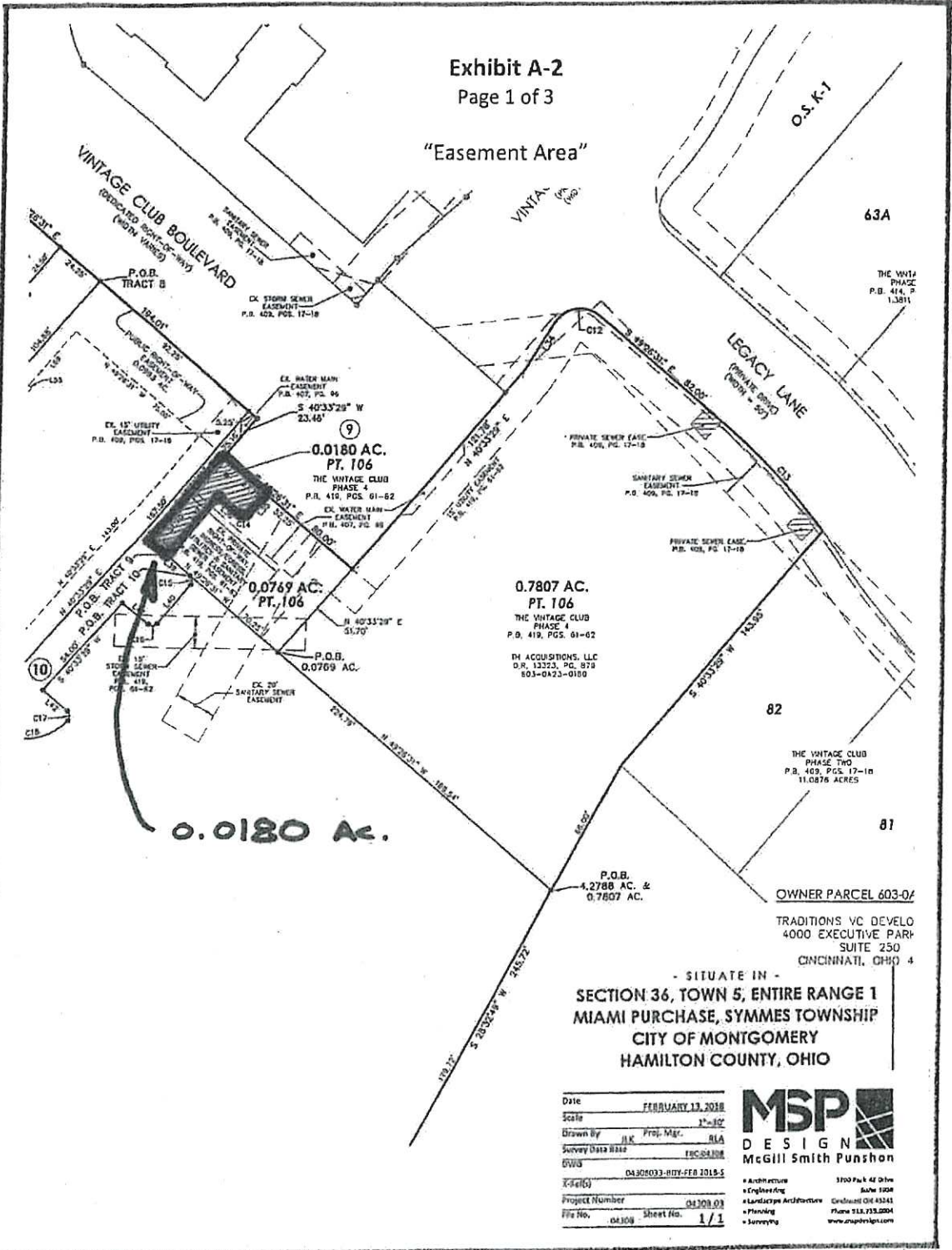
Page 1 of 1

Situated in Section 36, Towne 5, Entire Range 1, Symmes Township, City of Montgomery, Hamilton County, Ohio, and being all of Lot 106 of the Vintage Club Subdivision, Phase 4, as recorded in Plat Book 419, Pages 61 & 62 of the Hamilton County, Ohio records.



Exhibit A-2  
Page 1 of 3

"Easement Area"



0.7807 AC.  
PT. 106  
THE VINTAGE CLUB  
PHASE 4  
P.B. 419, PGS. 61-62  
DH ACQUISITIONS, LLC  
D.R. 13223, PG. 879  
603-0423-0180

0.0180 AC.

OWNER PARCEL 603-0/  
TRADITIONS VC DEVELP  
4000 EXECUTIVE PARK  
SUITE 250  
CINCINNATI, OHIO 4

- SITUATE IN -  
SECTION 36, TOWN 5, ENTIRE RANGE 1  
MIAMI PURCHASE, SYMMES TOWNSHIP  
CITY OF MONTGOMERY  
HAMILTON COUNTY, OHIO

Date: FEBRUARY 13, 2018  
Scale: 1"=10'  
Drawn By: JJK Proj. Mgr.: BLA  
Survey Data Base: ENC-04108  
SWIS: 04308033-010-FEB 2018-S  
X-541(5)  
Project Number: 04308.03  
File No.: 04308 Sheet No.: 1 / 1

**MSP**  
DESIGN  
McGill Smith Punston

1100 Park 42 Drive  
Suite 1008  
Cincinnati OH 45241  
Phone 513.733.2204  
www.mspdesign.com

• Architecture  
• Engineering  
• Landscape Architecture  
• Planning  
• Surveying

**DESCRIPTION FOR:** TH Acquisitions, LLC

**LOCATION:** Vintage Club South Parcel  
Public Right-of-Way Easement  
0.0180 Acres

Situate in Section 36, Town 5, Entire Range 1, City of Montgomery, Symmes Township, Hamilton County, Ohio and being part of Lot 106, The Vintage Club, Phase 4 as recorded in P.B. 419, Pages 61-62, Hamilton County, Ohio Recorder's Office, said lot being conveyed to TH Acquisitions, LLC by deed recorded in O.R. 13323, Page 879, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Beginning at a set 5/8" iron pin in the south line of said Lot 106, said point lies North 49°26'31" West, 239.79 feet from the southeast corner of said lot;

Thence, continuing with the lines of said Lot 106, North 49°26'31" West, 9.75 feet to a set 5/8" iron pin and North 40°33'29" East, 51.70 feet to a set 5/8" iron pin in the south right-of-way line of Vintage Club Boulevard;

Thence, along said south right-of-way line, South 49°26'31" East, 27.75 feet to a set 5/8" iron pin;

Thence, with new division lines, the following four (4) courses and distances;

1. South 40°33'29" West, 12.70 feet to a set 5/8" iron pin;
2. Along an arc deflecting to the right, having a radius of 3.00 feet, a central angle of 90°00'00", a length of 4.71 feet, the chord of said arc bears South 85°33'29" West, 4.24 feet to a set 5/8" iron pin;
3. North 49°26'31" West, 15.00 feet to a set 5/8" iron pin;
4. South 40°33'29" West, 36.00 feet to the Point of Beginning.

Containing 0.0180 acres of land.

Subject to all legal highways, easements and restrictions of record.

This conveyance is a transfer between adjoining lot owners made in compliance with Section 711.001 Subsection (B)(1) Ohio Revised Code and does not create an additional building site nor violate any zoning regulation or other public regulation in the parcel hereby conveyed or the balance of the parcel retained by the grantor herein. The parcel hereby conveyed may not



Exhibit A-2

Page 3 of 3

hereafter be conveyed separately from the grantee's adjoining parcel nor any structure erected thereon without the prior approval of the authority having approving jurisdiction of plats.

The above description was prepared by McGill Smith Punshon, Inc., under the direction of Jerry L. Keller, P.S., Ohio Registration No. 7584. The bearings in the above description are based on the Reserve of Montgomery, Section 4 as recorded in P.B. 315, Pages 57-58, Hamilton County, Ohio Recorder's Office.

Prepared by: McGill Smith Punshon, Inc.

Date: October 17, 2017

Revised: September 20, 2018

MSP No.: 04308.03

04308033-LEG-0\_0180 Ac-Tract 9.docx

2 of 2

McGill Smith Punshon, Inc.  
3700 Park 42 Drive ■ Suite 1908 ■ Cincinnati, Ohio ■ 45241-2097  
513.759.0004 ■ Fax 513.563.7099 ■ [www.mcgillsmithpunshon.com](http://www.mcgillsmithpunshon.com)

