

RESOLUTION NO. 14 , 2018

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH TRADITIONS DEVELOPMENT GROUP, LLC TO ACQUIRE CERTAIN REAL PROPERTY RIGHTS 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 and easement rights upon which the public improvements will be constructed; and

WHEREAS, the property upon which the public improvements will be constructed currently is being acquired by Traditions Development Group, LLC, a related entity, in a separate purchase transaction with the current owner, Hunting Hill, LLC, and the City does desire to purchase certain easement rights from Traditions Development Group, LLC to be able to complete its public improvements; and

WHEREAS, the Administration recommends such purchase and is requesting authority to enter into the attached Purchase and Sale Agreement and Easement Agreements to acquire such real estate rights from Traditions Development Group, LLC.

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

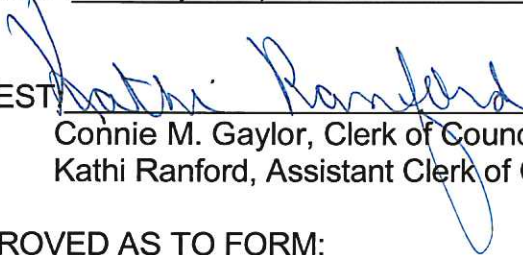
SECTION 1. The City Manager is authorized to execute the attached Purchase and Sale Agreement with Traditions Development Group, LLC to acquire

easement rights within the Easement Areas depicted within the Purchase and Sale Agreement and the Easement Agreements attached hereto at a total cost of \$103,207.86.

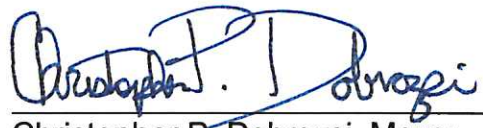
SECTION 2. The City Manager is authorized to execute any and all additional documentation necessary to acquire such property and to complete the purchase of the property consistent with the terms of the Purchase and Sale Agreement and Easement Agreements.

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

PASSED: July 18, 2018

ATTEST: 

Connie M. Gaylor, Clerk of Council
Kathi Ranford, Assistant Clerk of Council



Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into this _____ day of June, 2018 by and between HUNTING HILL, LLC, an Ohio limited liability company ("Seller"), MB LAND COMPANY, an Ohio corporation ("Assignor"), and THE CITY OF MONTGOMERY, OHIO, an Ohio municipal corporation ("Montgomery").

WHEREAS, Seller is the owner of certain real property identified within Exhibit A attached hereto and incorporated herein by reference ("Property"), being newly platted Hamilton County Auditor's parcels number: 603-0A23-0223 and 603-0A23-0229; and

WHEREAS, the Property is a part of a larger tract of real estate under contract between Seller and Assignor to allow Assignor to acquire the property for the intended purpose of a public and private improvement project. A copy of the Purchase and Sale Agreement between Seller and Assignor, and the most recent amendment to such Agreement is attached hereto and identified as Exhibit B; and

WHEREAS, Assignor does desire to assign to Montgomery the right to acquire the Property from Seller under this Agreement; and

WHEREAS, Montgomery does desire to purchase the Property upon which the City intends to build certain Public Improvements in support of the Property; and

WHEREAS, the Property currently is subject to declarations and easements which in the opinion of Montgomery impact Montgomery's ability to successfully develop public improvements on the site including a Declaration of Restrictive Covenants recorded at Hamilton County, Ohio, O.R. Volume 12315, Page 434, a Declaration of Covenants, Conditions, Easements and Restrictions recorded at Hamilton County, Ohio, O.R. Volume 12315, Page 496, and an Easement Agreement recorded at Hamilton County, Ohio O.R. Volume 11198, Page 01625; and

WHEREAS, the parties do desire by this Agreement to assign Assignor's rights to purchase the Property to Montgomery, and to allow Montgomery to purchase the Property from Seller contingent upon the release of all covenants, easements and restrictions of record.

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. Assignment of Purchase Rights to Montgomery. Assignor hereby assigns to Montgomery all rights under a separate Purchase and Sale Agreement, as amended, to acquire the Property from Seller.

2. 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 Exhibit A attached hereto and incorporated herein constituting approximately 1.9123 acres at a purchase price of One

Million Two Hundred Fifty Nine Thousand Five Hundred Four Dollars and Seventy-Two Cents (\$1,259,504.72) ("Purchase Price").

3. Conditions for Sale and Purchase. Montgomery's obligation to purchase and close upon the sale of the Property is expressly conditioned upon Seller having successfully completed the release and discharge by all interested parties of the Declaration of Restrictive Covenants recorded at Hamilton County, Ohio, O.R. Volume 12315, Page 434, the Declaration of Covenants, Conditions, Easements and Restrictions recorded at Hamilton County, Ohio, O.R. Volume 12315, Page 496, and Easement Agreement recorded at Hamilton County, Ohio O.R. Volume 11198, Page 01625. The terms and conditions of such release shall be prepared by Seller and presented to Montgomery no less than five (5) business days prior to closing with separate written assurances, as determined by Montgomery, to assure that the release will be appropriately executed by all interested parties and recorded prior to or simultaneous with the closing.

4. Conveyance. Montgomery shall pay the Purchase Price and Seller shall convey the Property by General Warranty Deed on or before August 1, 2018.

5. 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 in a separate purchase transaction;

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

(c) Seller warrants and represents to Montgomery that the Property is 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, 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. Seller further warrants and represents that during the time in which Seller owned the Property, neither Seller nor any third party has used, generated, manufactured, produced, stored, or disposed of on, under, or about the Property or transported to or from the 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 the migration of Hazardous Materials from or to the Property. There are no storage tanks on the Property nor located in or under the 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.

(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;

(e) There are no parties in possession of any portion of the Property (other than Seller), the Property is 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.

6. **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:

Hunting Hill, LLC
c/o Mr. Vincent A. Stafford
55 Erieview Plaza, 5th Floor
Cleveland, OH 44114

As if to ASSIGNOR:

MB Land Company
c/o Michael Brandy
45 Fairfield Avenue, Suite 200
Bellevue, KY 41073
(859) 292-8040

7. 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.

8. 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.

9. 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.

10. 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:

HUNTING HILL, LLC
an Ohio limited liability company

By: [Signature]

Name: Vincent A. Stafford

Title: MEMBER

Date: 5/12/18

STATE OF OHIO)
 Cuyahoga) ss:
COUNTY OF HAMILTON)

The foregoing Purchase and Sale Agreement was subscribed, sworn to, and acknowledged before me, a Notary Public, this 16th day of June, 2018, by Vincent A. Stafford, the _____ of HUNTING HILL, LLC, an Ohio limited liability company, on behalf of the company.

[Signature]
Notary Public



Nicole A. Cruz Esq.
Notary Public - Ohio

ASSIGNOR:

MB LAND COMPANY
an Ohio corporation

By: Michael T Brandy

Name: Michael T. Brandy

Title: President

Date: 7.16.18

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)
)
 Campbell

The foregoing Purchase and Sale Agreement was subscribed, sworn to, and acknowledged before me, a Notary Public, this 16th day of June, 2018, by Michael T. Brandy, the President of MB LAND COMPANY, an Ohio corporation, on behalf of the company.

Pat. J. Lucking
Notary Public
Patricia J. Lucking



MONTGOMERY:

THE CITY OF MONTGOMERY, OHIO,
an Ohio municipal corporation

By: 
Brian K. Riblet

Its: City Manager

Date: 2/16/18

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was subscribed, sworn to, and acknowledged before me, a Notary Public, this 16th day of June, 2018 by Brian K. Riblet, the City Manager of **THE CITY OF MONTGOMERY, OHIO**, a municipal corporation, on behalf of the City.


Notary Public



Terrence M. Donnellon, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec 147.03 R.C.

APPROVED AS TO FORM:

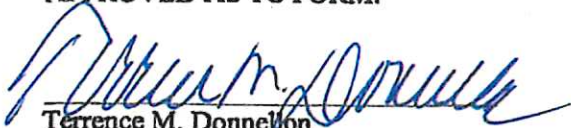

Terrence M. Donnellon
Law Director

EXHIBIT A

LOCATION: **Vintage Club North Parcel**
 1.8883 Acres – Tract 3
 Parcel No. 603-A23-223

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 Hunting Hill LLC by deed recorded in O.R. 13267, Page 1468, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Beginning at a set 5/8" iron pin in the north corporation line of the City of Montgomery, said point being South 89°39'20" West, 149.47 feet from the northwest corner of Open Space Lot H of The Vintage Club Phase Three as recorded in P.B. 415, Pages 94-95, Hamilton County, Ohio Recorder's Office;

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

1. South 00°00'00" East, 330.37 feet to a set 5/8" iron pin;
2. South 40°25'57" West, 153.88 feet to a set 5/8" iron pin;
3. South 49°34'03" East, 13.71 feet to a set 5/8" iron pin;
4. South 40°25'57" West, 78.46 feet to a set 5/8" iron pin in the north right-of-way line of Vintage Club Boulevard;

Thence, along said north right-of-way line, North 49°26'31" West, 24.35 feet to a set 5/8" iron pin;

Thence, leaving said north right-of-way line, with new division lines, the following three (3) courses and distances;

1. North 40°25'57" East, 94.66 feet to a set 5/8" iron pin;
2. North 49°34'03" West, 72.00 feet to a set 5/8" iron pin;
3. South 40°25'57" West, 83.98 feet to a set 5/8" iron pin in the north right-of-way line of Vintage Club Boulevard;

Thence, along said north right-of-way line, the following three (3) courses and distances;

1. Along an arc deflecting to the right, having a radius of 70.00 feet, a central angle of 02°58'32", a length of 3.64 feet, the chord of said arc bears North 09°03'59" West, 3.63 feet to an existing iron pin;
2. North 07°34'43" West, 60.87 feet to an existing iron pin;
3. Along an arc deflecting to the left, having a radius of 130.00 feet, a central angle of 16°59'10", a length of 38.54 feet, the chord of said arc bears North 16°04'18" West, 38.40 feet to a set 5/8" iron pin;

Thence, leaving said north right-of-way line, with new division lines, the following seventeen (17) courses and distances;

1. North 40°25'57" East, 26.76 feet to a set 5/8" iron pin;
2. South 49°34'03" East, 2.00 feet to a set 5/8" iron pin;
3. North 40°25'57" East, 1.13 feet to a set 5/8" iron pin;
4. North 85°25'57" East, 20.15 feet to a set 5/8" iron pin;
5. South 49°34'03" East, 1.13 feet to a set 5/8" iron pin;
6. North 40°25'57" East, 2.00 feet to a set 5/8" iron pin;
7. North 49°34'03" West, 0.50 feet to a set 5/8" iron pin;
8. North 40°25'57" East, 20.01 feet to a set 5/8" iron pin;
9. North 85°25'57" East, 2.02 feet to a set 5/8" iron pin;
10. South 49°34'03" East, 4.07 feet to a set 5/8" iron pin;
11. North 40°25'57" East, 97.68 feet to a set 5/8" iron pin;
12. North 49°34'03" West, 45.34 feet to a set 5/8" iron pin;
13. South 40°25'57" West, 6.17 feet to a set 5/8" iron pin;
14. North 49°34'03" West, 25.74 feet to a set 5/8" iron pin;
15. South 40°25'57" West, 7.92 feet to a set 5/8" iron pin;
16. North 49°34'03" West, 40.08 feet to a set 5/8" iron pin;
17. South 40°25'57" West, 136.91 feet to a set 5/8" iron pin in the north right-of-way line of Vintage Club Boulevard;

Thence, along said north right-of-way line, North 49°26'24" West, 24.43 feet to an existing iron pin and along an arc deflecting to the right, having a radius of 88.00 feet, a central angle of 04°06'45", a length of 6.32 feet, the chord of said arc bears North 47°23'01" West, 6.32 feet to a set 5/8" iron pin;

Thence, with new division lines, the following six (6) courses and distances;

1. Along an arc deflecting to the right, having a radius of 30.00 feet, a central angle of 36°44'40", a length of 19.24 feet, the chord of said arc bears North 22°11'14" East, 18.91 feet to a set 5/8" iron pin;
2. North 40°33'34" East, 45.29 feet to a set 5/8" iron pin;
3. North 00°52'11" West, 56.67 feet to a set 5/8" iron pin;
4. North 40°33'34" East, 94.17 feet to a set 5/8" iron pin;
5. North 90°00'00" East, 42.23 feet to a set 5/8" iron pin;
6. North 00°00'00" East, 77.08 feet to a set 5/8" iron pin in the aforesaid north corporation line of the City of Montgomery;

Thence, along said north corporation line, North 89°55'50" East, 136.63 to a point, said point being witnessed by an iron pin lying 0.1'S, 0.5'W and North 89°39'20" East, 32.87 feet to the Point of Beginning.

Containing 1.8883 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 6, 2018
Revised: June 11, 2018
MSP No.: 04308.03

LOCATION: Vintage Club North Parcel
0.0240 Acres – Tract 9
Parcel No. 603-A23-229

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 Hunting Hill LLC by deed recorded in O.R. 13267, Page 1468, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Commencing at an existing iron pin at the southwest corner of Open Space Lot I of The Vintage Club Phase Three as recorded in P.B. 415, Pages 94-95, Hamilton County, Ohio Recorder's Office, said point also being in the northerly right-of-way line of Vintage Club Drive (a private drive);

Thence, along said northerly right-of-way line, the following six (6) courses and distances;

1. Along an arc deflecting to the left, having a radius of 250.00 feet, a central angle of $19^{\circ}53'40''$, a length of 86.81 feet, the chord of said arc bears, South $56^{\circ}02'09''$ West, 86.37 feet to an existing iron pin;
2. South $46^{\circ}05'19''$ West, 95.27 feet to an existing iron pin;
3. Along an arc deflecting to the left, having a radius of 211.00 feet, a central angle of $05^{\circ}31'50''$, a length of 20.37 feet, the chord of said arc bears, South $43^{\circ}19'24''$ West, 20.36 feet to an existing iron pin;
4. South $40^{\circ}33'29''$ West, 75.00 feet to an existing iron pin;
5. South $48^{\circ}35'38''$ West, 42.92 feet to an existing iron pin;
6. South $40^{\circ}33'29''$ West, 28.32 feet to an existing iron pin in the north right-of-way line of Vintage Club Boulevard (a public right-of-way);

Thence, along said north right-of-way line, the following seven (7) courses and distances;

1. North $49^{\circ}26'31''$ West, 169.86 feet to an existing iron pin;
2. Along an arc deflecting to the right, having a radius of 70.00 feet, a central angle of $20^{\circ}04'36''$, a length of 24.53 feet, the chord of said arc bears, North $17^{\circ}37'01''$ West, 24.40 feet to an existing iron pin;
3. North $07^{\circ}34'43''$ West, 60.87 feet to an existing iron pin;
4. Along an arc deflecting to the left, having a radius of 130.00 feet, a central angle of $41^{\circ}51'41''$, a length of 94.98 feet, the chord of said arc bears, North $28^{\circ}30'33''$ West, 92.88 feet to an existing iron pin;
5. North $49^{\circ}26'24''$ West, 58.55 feet to an existing iron pin;
6. Along an arc deflecting to the right, having a radius of 88.00 feet, a central angle of $18^{\circ}08'13''$, a length of 27.86 feet, the chord of said arc bears, North $40^{\circ}22'18''$ West, 27.74 feet to an existing iron pin;
7. North $31^{\circ}18'11''$ West, 59.28 feet to the Real Point of Beginning for this description;

Thence, continuing along said north right-of-way line, the following three (3) courses and distances;

1. North $31^{\circ}18'11''$ West, 5.73 feet to an existing iron pin;
2. North $43^{\circ}47'54''$ West, 59.90 feet to an existing iron pin;

3. North $49^{\circ}26'24''$ West, 43.81 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. 12303, Page 2072, Hamilton County, Ohio Recorder's Office;

Thence, leaving said north right-of-way line and with the east line of said lands, North $40^{\circ}33'34''$ East, 16.49 feet to a set $5/8''$ iron pin;

Thence, with new division lines, the following six (6) courses and distances;

1. South $49^{\circ}26'26''$ East, 5.65 feet to a set $5/8''$ iron pin;
2. Along an arc deflecting to the left, having a radius of 25.00 feet, a central angle of $48^{\circ}40'52''$, a length of 21.24 feet, the chord of said arc bears South $25^{\circ}05'58''$ East, 20.61 feet to a set $5/8''$ iron pin;
3. South $49^{\circ}26'24''$ East, 19.77 feet to a set $5/8''$ iron pin;
4. South $43^{\circ}47'54''$ East, 39.10 feet to a set $5/8''$ iron pin;
5. Along an arc deflecting to the left, having a radius of 40.00 feet, a central angle of $38^{\circ}42'15''$, a length of 27.02 feet, the chord of said arc bears South $63^{\circ}09'02''$ East, 26.51 feet to a set $5/8''$ iron pin;
6. South $40^{\circ}33'34''$ West, 18.11 feet to the Real Point of Beginning.

Containing 0.0240 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: June 11, 2018
MSP No.: 04308.03

EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is entered into as of the _____ day of _____, 2018, by and between **Traditions Development Group 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 **603-0A23-0211**, as further described on **Exhibit A** attached hereto and incorporated herein by reference (“Traditions Property”), having acquired such property in a separate transaction from Hunting Hill, LLC, which previously had subdivided and platted the 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 an area of approximately .0337 acres on, over, under and across portions of the Traditions Property, as described on the attached **Exhibit B-1** and depicted in the plat attached as **Exhibit B-2** (“Easement Area”), 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 DEVELOPMENT
GROUP LLC,**
an Ohio limited liability company

By: _____
Thomas H. Humes
Its: Managing Member

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 _____, 2018, by **Thomas H. Humes, Managing Member of Traditions Development Group 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 _____, 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

DESCRIPTION FOR: Hunting Hill LLC

**LOCATION: Vintage Club North Parcel
 0.3586 Acres – Tract 4**

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 Hunting Hill LLC by deed recorded in O.R. 13267, Page 1468, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Commencing at an existing iron pin at the southwest corner of Open Space Lot I of The Vintage Club Phase Three as recorded in P.B. 415, Pages 94-95, Hamilton County, Ohio Recorder's Office, said point also being in the northerly right-of-way line of Vintage Club Drive (a private drive);

Thence, along said northerly right-of-way line, the following six (6) courses and distances;

1. Along an arc deflecting to the left, having a radius of 250.00 feet, a central angle of 19°53'40", a length of 86.81 feet, the chord of said arc bears, South 56°02'09" West, 86.37 feet to an existing iron pin;
2. South 46°05'19" West, 95.27 feet to an existing iron pin;
3. Along an arc deflecting to the left, having a radius of 211.00 feet, a central angle of 05°31'50", a length of 20.37 feet, the chord of said arc bears, South 43°19'24" West, 20.36 feet to an existing iron pin;
4. South 40°33'29" West, 75.00 feet to an existing iron pin;
5. South 48°35'38" West, 42.92 feet to an existing iron pin;
6. South 40°33'29" West, 28.32 feet to an existing iron pin in the north right-of-way line of Vintage Club Boulevard (a public right-of-way);

Thence, along said north right-of-way line, the following four (4) courses and distances;

1. North 49°26'31" West, 169.86 feet to an existing iron pin;
2. Along an arc deflecting to the right, having a radius of 70.00 feet, a central angle of 20°04'36", a length of 24.53 feet, the chord of said arc bears, North 17°37'01" West, 24.40 feet to an existing iron pin;
3. North 07°34'43" West, 60.87 feet to an existing iron pin;
4. Along an arc deflecting to the left, having a radius of 130.00 feet, a central angle of 16°59'10", a length of 38.54 feet, the chord of said arc bears, North 16°04'18" West, 38.40 feet to a set 5/8" iron pin and the Real Point of Beginning for this description;

Thence, continuing along said north right-of-way line, along an arc deflecting to the left, having a radius of 130.00 feet, a central angle of 24°52'31", a length of 56.44 feet, the chord of said arc bears, North 37°00'08" West, 56.00 feet to an existing iron pin and North 49°26'24" West, 34.12 feet to a set 5/8" iron pin;

Thence, leaving said north right-of-way line, with new division lines, the following eight (8) courses and distances;

1. North 40°25'57" East, 136.91 feet to a set 5/8" iron pin;
2. South 49°34'03" East, 40.08 feet to a set 5/8" iron pin;
3. North 40°25'57" East, 7.92 feet to a set 5/8" iron pin;
4. South 49°34'03" East, 25.74 feet to a set 5/8" iron pin;
5. North 40°25'57" East, 6.17 feet to a set 5/8" iron pin;
6. South 49°34'03" East, 45.34 feet to a set 5/8" iron pin;
7. South 40°25'57" West, 97.68 feet to a set 5/8" iron pin;
8. North 49°34'03" West, 4.07 feet to a set 5/8" iron pin;
9. South 85°25'57" West, 2.02 feet to a set 5/8" iron pin;
10. South 40°25'57" West, 20.01 feet to a set 5/8" iron pin;
11. South 49°34'03" East, 0.50 feet to a set 5/8" iron pin;
12. South 40°25'57" West, 2.00 feet to a set 5/8" iron pin;
13. North 49°34'03" West, 1.13 feet to a set 5/8" iron pin;
14. South 85°25'57" West, 20.15 feet to a set 5/8" iron pin;
15. South 40°25'57" West, 1.13 feet to a set 5/8" iron pin;
16. North 49°34'03" West, 2.00 feet to a set 5/8" iron pin;
17. South 40°25'57" West, 26.76 feet to the Real Point of Beginning.

Containing 0.3586 acres of land.

Subject to a Public Right-of-Way Easement being more particularly described as follows;

Beginning at the Real Point of Beginning in the above description;

Thence, along the north right-of-way line of aforesaid Vintage Club Boulevard, along an arc deflecting to the left, having a radius of 130.00 feet, a central angle of 24°52'31", a length of 56.44 feet, the chord of said arc bears, North 37°00'08" West, 56.00 feet to an existing iron pin and North 49°26'24" West, 34.12 feet to a set 5/8" iron pin;

Thence, leaving said north right-of-way line, North 40°25'57" East, 14.03 feet to a point;

Thence, South 49°32'50" East, 88.78 feet to a point in an east line of the above described tract;

Thence, with said east line, South 40°25'57" West, 26.26 feet to the point of beginning.

Containing 0.0337 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 6, 2018

MSP No.: 04308.06

04308033-LEG-0_3586 Ac-Tract 4.docx

EXHIBIT B-1 Auditor's Parcel No. 603-0A23-0211

DESCRIPTION FOR: **Hunting Hill LLC**

LOCATION: **Vintage Club North Parcel Description of
0.0337 acre Public Right of Way portion of Tract 4**

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 Hunting Hill LLC by deed recorded in O.R. 13267, Page 1468, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Commencing at an existing iron pin at the southwest corner of Open Space Lot I of The Vintage Club Phase Three as recorded in P.B. 415, Pages 94-95, Hamilton County, Ohio Recorder's Office, said point also being in the northerly right-of-way line of Vintage Club Drive (a private drive);

Thence, along said northerly right-of-way line, the following six (6) courses and distances;

1. Along an arc deflecting to the left, having a radius of 250.00 feet, a central angle of 19°53'40", a length of 86.81 feet, the chord of said arc bears, South 56°02'09" West, 86.37 feet to an existing iron pin;
2. South 46°05'19" West, 95.27 feet to an existing iron pin;
3. Along an arc deflecting to the left, having a radius of 211.00 feet, a central angle of 05°31'50", a length of 20.37 feet, the chord of said arc bears, South 43°19'24" West, 20.36 feet to an existing iron pin;
4. South 40°33'29" West, 75.00 feet to an existing iron pin;
5. South 48°35'38" West, 42.92 feet to an existing iron pin;
6. South 40°33'29" West, 28.32 feet to an existing iron pin in the north right-of-way line of Vintage Club Boulevard (a public right-of-way);

Thence, along said north right-of-way line, the following four (4) courses and distances;

1. North 49°26'31" West, 169.86 feet to an existing iron pin;
2. Along an arc deflecting to the right, having a radius of 70.00 feet, a central angle of 20°04'36", a length of 24.53 feet, the chord of said arc bears, North 17°37'01" West, 24.40 feet to an existing iron pin;
3. North 07°34'43" West, 60.87 feet to an existing iron pin;
4. Along an arc deflecting to the left, having a radius of 130.00 feet, a central angle of 16°59'10", a length of 38.54 feet, the chord of said arc bears, North 16°04'18" West, 38.40 feet to a set 5/8" iron pin and the Real Point of Beginning for this description;

Thence, along the north right-of-way line of aforesaid Vintage Club Boulevard, along an arc deflecting to the left, having a radius of 130.00 feet, a central angle of 24°52'31", a length of 56.44 feet, the chord of said arc bears, North 37°00'08" West, 56.00 feet to an existing iron pin and North 49°26'24" West, 34.12 feet to a set 5/8" iron pin;

Thence, leaving said north right-of-way line, North 40°25'57" East, 14.03 feet to a point;

Thence, South 49°32'50" East, 88.78 feet to a point in an east line of the above described tract;

Thence, with said east line, South 40°25'57" West, 26.26 feet to the point of beginning.

Containing 0.0337 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 6, 2018

MSP No.: 04308.06

04308033-LEG-0_3586 Ac-Tract 4.docx

EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is entered into as of the _____ day of _____, 2018, by and between **Traditions Development Group 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 603-0A23-0213, as further described on **Exhibit A** attached hereto and incorporated herein by reference (“Traditions Property”), having acquired such property in a separate transaction from Hunting Hill, LLC, which previously had subdivided and platted the 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 two areas of approximately .0626 acres and .0250 acres on, over, under and across portions of the Traditions Property, as described on the attached **Exhibits B-1A and B-1B** and depicted in the plat attached as **Exhibit B-2** (“Easement Area”), 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 DEVELOPMENT
GROUP LLC,**
an Ohio limited liability company

By: _____
Thomas H. Humes
Its: Managing Member

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 _____, 2018, by **Thomas H. Humes, Managing Member of Traditions Development Group 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 _____, 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

DESCRIPTION FOR: **Hunting Hill LLC**

LOCATION: **Vintage Club North Parcel**
1.5154 Acres – Tract 6

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 Hunting Hill LLC by deed recorded in O.R. 13267, Page 1468, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Beginning at a set 5/8" iron pin in the north corporation line of the City of Montgomery, said point being South 89°39'20" West, 40.76 feet from an existing iron pin at the northwest corner of Open Space Lot H of The Vintage Club, Phase Three as recorded in P.B. 415, Pages 94-95, Hamilton County, Ohio Recorder's Office;

Thence, with new division lines, the following three (3) courses and distances;

1. South 00°00'00" East, passing Point A at 167.73 feet, a total distance of 323.00 feet to a set 5/8" iron pin;
2. Along an arc deflecting to the left, having a radius of 67.03 feet, a central angle of 38°21'27", a length of 44.87 feet, the chord of said arc bears South 19°10'43" East, 44.04 feet to a set 5/8" iron pin;
3. South 38°21'27" East, 10.11 feet to a set 5/8" iron pin in the north right-of-way line of Vintage Club Drive (a Private Drive);

Thence, along said right-of-way line, the following six (6) courses and distances;

1. Along an arc deflecting to the left, having a radius of 250.00 feet, a central angle of 05°33'14", a length of 24.23 feet, the chord of said arc bears South 48°51'56" West, 24.22 feet to an existing iron pin;
2. South 46°05'19" West, 95.27 feet to an existing iron pin;
3. Along an arc deflecting to the left, having a radius of 211.00 feet, a central angle of 05°31'50", a length of 20.37 feet, the chord of said arc bears South 43°19'24" West, 20.36 feet to an existing iron pin;
4. South 40°33'29" West, 75.00 feet to an existing iron pin;
5. South 48°35'38" West, passing Point "B" at 13.83 feet, a total distance of 42.92 feet to an existing iron pin;
6. South 40°33'29" West, 28.32 feet to an existing iron pin in the north right-of-way line of Vintage Club Boulevard (a public right-of-way);

Thence, along said north right-of-way line, North 49°26'31" West, 91.45 feet to a set 5/8" iron pin;

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

1. North 40°25'57" East, 78.46 feet to a set 5/8" iron pin;
2. North 49°34'03" West, 13.71 feet to a set 5/8" iron pin;
3. North 40°25'57" East, 153.88 feet to a set 5/8" iron pin;
4. North 00°00'00" East, 330.37 feet to a set 5/8" iron pin in the north corporation line of the City of Montgomery, Ohio;

Thence, along said north corporation line, North 89°39'20" East, 108.71 feet to the Point of Beginning.

Containing 1.5154 acres of land.

Subject to a Public Right-of-Way Easement being more particularly described as follows;

Beginning at Point "A" in the above description;

Thence, along the east line of the above-described tract, South 00°00'00" East, 10.00 feet to a point;

Thence, leaving said east line, North 90°00'00" West, 108.71 feet to a point in the west line of the above-described tract;

Thence, along said west line, North 00°00'00" East, 10.00 feet to a point;

Thence, leaving said west line, North 90°00'00" East, 108.71 feet to the point of beginning.

Containing 0.0250 acres of land.

The above-described Tract is also subject to a second Public Right-of-Way Easement, being more particularly described as follows;

Beginning at Point "B" in the above description;

Thence, along the right-of-way line of aforesaid Vintage Club Drive, South 48°35'38" West, 29.10 feet to an existing iron pin and South 40°33'29" West, 28.32 feet to an existing iron pin in the north right-of-way line of Vintage Club Boulevard (a public right-of-way);

Thence, along said north right-of-way line, North 49°26'31" West, 91.45 feet to a set 5/8" iron pin;

Thence, leaving said north right-of-way line, North 40°25'57" East, 22.92 feet to a point;

Thence, South 49°34'03" East, 75.00 feet to a point;

Thence, North 40°25'57" East, 34.00 feet to a point;

Thence, South 49°34'03" East, 20.65 feet to the Point of Beginning.

Containing 0.0626 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 7, 2018

MSP No.: 04308.03

04308033-LEG-1_5154 Ac-Tract 8.docx

EXHIBIT B-1A Auditor's Parcel No. 602-0A23-0213

DESCRIPTION FOR: Hunting Hill LLC

**LOCATION: Vintage Club North Parcel Description of
0.0626 acre Public Right of Way portion of Tract 6**

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 Hunting Hill LLC by deed recorded in O.R. 13267, Page 1468, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Beginning at a set 5/8" iron pin in the north corporation line of the City of Montgomery, said point being South 89°39'20" West, 40.76 feet from an existing iron pin at the northwest corner of Open Space Lot H of The Vintage Club, Phase Three as recorded in P.B. 415, Pages 94-95, Hamilton County, Ohio Recorder's Office;

Thence, with new division lines, the following three (3) courses and distances;

1. South 00°00'00" East, passing Point A at 167.73 feet, a total distance of 323.00 feet to a set 5/8" iron pin;
2. Along an arc deflecting to the left, having a radius of 67.03 feet, a central angle of 38°21'27", a length of 44.87 feet, the chord of said arc bears South 19°10'43" East, 44.04 feet to a set 5/8" iron pin;
3. South 38°21'27" East, 10.11 feet to a set 5/8" iron pin in the north right-of-way line of Vintage Club Drive (a Private Drive);

Thence, along said right-of-way line, the following six (6) courses and distances;

1. Along an arc deflecting to the left, having a radius of 250.00 feet, a central angle of 05°33'14", a length of 24.23 feet, the chord of said arc bears South 48°51'56" West, 24.22 feet to an existing iron pin;
2. South 46°05'19" West, 95.27 feet to an existing iron pin;
3. Along an arc deflecting to the left, having a radius of 211.00 feet, a central angle of 05°31'50", a length of 20.37 feet, the chord of said arc bears South 43°19'24" West, 20.36 feet to an existing iron pin;
4. South 40°33'29" West, 75.00 feet to an existing iron pin;
5. South 48°35'38" West, passing Point "B" at 13.83 feet, a total distance of 42.92 feet to an existing iron pin;

Beginning at Point "B" in the above description;

Thence, along the right-of-way line of aforesaid Vintage Club Drive, South 48°35'38" West, 29.10 feet to an existing iron pin and South 40°33'29" West, 28.32 feet to an existing iron pin in the north right-of-way line of Vintage Club Boulevard (a public right-of-way);

Thence, along said north right-of-way line, North 49°26'31" West, 91.45 feet to a set 5/8" iron pin;

Thence, leaving said north right-of-way line, North 40°25'57" East, 22.92 feet to a point;

Thence, South 49°34'03" East, 75.00 feet to a point;

Thence, North 40°25'57" East, 34.00 feet to a point;

Thence, South 49°34'03" East, 20.65 feet to the Point of Beginning.

Containing 0.0626 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 7, 2018

MSP No.: 04308.03

04308033-LEG-1_5154 Ac-Tract 6.docx

EXHIBIT B-1B Auditor's Parcel No. 603-0A23-0213

DESCRIPTION FOR: Hunting Hill LLC

**LOCATION: Vintage Club North Parcel Description of
0.0250 acre Public Right of Way portion of Tract 6**

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 Hunting Hill LLC by deed recorded in O.R. 13267, Page 1468, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Beginning at a set 5/8" iron pin in the north corporation line of the City of Montgomery, said point being South 89°39'20" West, 40.76 feet from an existing iron pin at the northwest corner of Open Space Lot H of The Vintage Club, Phase Three as recorded in P.B. 415, Pages 94-95, Hamilton County, Ohio Recorder's Office;

Thence, with new division lines, the following three (3) courses and distances;

1. South 00°00'00" East, passing Point A at 167.73 feet, a total distance of 323.00 feet to a set 5/8" iron pin;

Beginning at Point "A" in the above description;

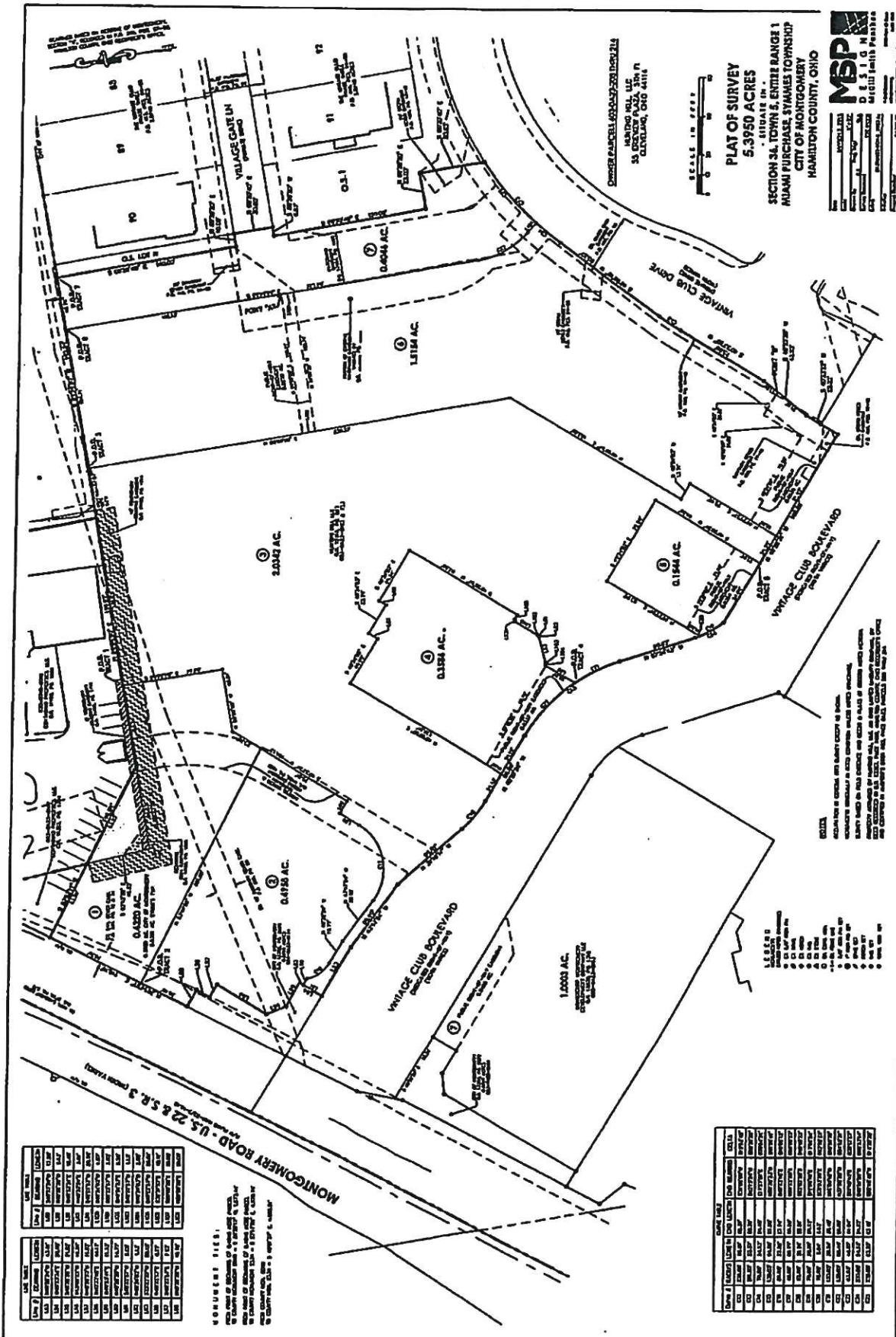
Thence, along the east line of the above-described tract, South 00°00'00" East, 10.00 feet to a point;

Thence, leaving said east line, North 90°00'00" West, 108.71 feet to a point in the west line of the above-described tract;

Thence, along said west line, North 00°00'00" East, 10.00 feet to a point;

Thence, leaving said west line, North 90°00'00" East, 108.71 feet to the point of beginning.

Containing 0.0250 acres of land:



US BANK

101	102	103	104	105	106	107	108	109	110
111	112	113	114	115	116	117	118	119	120
121	122	123	124	125	126	127	128	129	130
131	132	133	134	135	136	137	138	139	140
141	142	143	144	145	146	147	148	149	150
151	152	153	154	155	156	157	158	159	160
161	162	163	164	165	166	167	168	169	170
171	172	173	174	175	176	177	178	179	180
181	182	183	184	185	186	187	188	189	190
191	192	193	194	195	196	197	198	199	200

WORKSHEET NOTES:
 THIS PLAT OF SURVEY IS A PART OF A LARGER PLAT OF SURVEY OF THE CITY OF MONTGOMERY, OHIO, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE INSTRUMENT OF CONVEYANCE THEREIN.
 THE CITY OF MONTGOMERY, OHIO, IS THE GRANTEE OF THE LANDS SHOWN ON THIS PLAT OF SURVEY.
 THE CITY OF MONTGOMERY, OHIO, IS THE GRANTEE OF THE LANDS SHOWN ON THIS PLAT OF SURVEY.

US BANK

101	102	103	104	105	106	107	108	109	110
111	112	113	114	115	116	117	118	119	120
121	122	123	124	125	126	127	128	129	130
131	132	133	134	135	136	137	138	139	140
141	142	143	144	145	146	147	148	149	150
151	152	153	154	155	156	157	158	159	160
161	162	163	164	165	166	167	168	169	170
171	172	173	174	175	176	177	178	179	180
181	182	183	184	185	186	187	188	189	190
191	192	193	194	195	196	197	198	199	200

EXHIBIT B-2

MSP
 MONTGOMERY SURVEYING & PLANNING, INC.
 1000 W. MONTGOMERY AVENUE
 CLEVELAND, OHIO 44115
 PHONE: (216) 763-1111
 FAX: (216) 763-1112
 WWW: WWW.MSP-SURVEYING.COM

PLAT OF SURVEY
5.3950 ACRES
 ATTACHED TO:
SECTION 34, TOWN 5, ENTIRE RANGE 1
MIAMI PURCHASE, SYMMES TOWNSHIP
CITY OF MONTGOMERY
HAMILTON COUNTY, OHIO

SCALE: 1" = 100'

OWNER: HAMILTON COUNTY, OHIO
 HAMILTON CO. CLERK
 1000 W. MONTGOMERY AVENUE
 CLEVELAND, OHIO 44115

EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is entered into as of the _____ day of _____, 2018, by and between **Traditions Development Group 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 **603-0A23-0212**, as further described on **Exhibit A** attached hereto and incorporated herein by reference (“Traditions Property”), having acquired such property in a separate transaction from Hunting Hill, LLC, which previously had subdivided and platted the 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 an area of approximately .0354 acres on, over, under and across portions of the Traditions Property, as described on the attached **Exhibit B-1** and depicted in the plat attached as **Exhibit B-2** (“Easement Area”), 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 DEVELOPMENT
GROUP LLC,**
an Ohio limited liability company

By: _____
Thomas H. Humes
Its: Managing Member

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 _____, 2018, by **Thomas H. Humes, Managing Member of Traditions Development Group 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 _____, 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

DESCRIPTION FOR: Hunting Hill LLC

**LOCATION: Vintage Club North Parcel
0.1544 Acres – Tract 5**

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 Hunting Hill LLC by deed recorded in O.R. 13267, Page 1468, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Commencing at an existing iron pin at the southwest corner of Open Space Lot I of The Vintage Club Phase Three as recorded in P.B. 415, Pages 94-95, Hamilton County, Ohio Recorder's Office; said point also being in the northerly right-of-way line of Vintage Club Drive (a private drive);

Thence, along said northerly right-of-way line, the following six (6) courses and distances;

1. Along an arc deflecting to the left, having a radius of 250.00 feet, a central angle of 19°53'40", a length of 86.81 feet, the chord of said arc bears, South 56°02'09" West, 86.37 feet to an existing iron pin;
2. South 46°05'19" West, 95.27 feet to an existing iron pin;
3. Along an arc deflecting to the left, having a radius of 211.00 feet, a central angle of 05°31'50", a length of 20.37 feet, the chord of said arc bears, South 43°19'24" West, 20.36 feet to an existing iron pin;
4. South 40°33'29" West, 75.00 feet to an existing iron pin;
5. South 48°35'38" West, 42.92 feet to an existing iron pin;
6. South 40°33'29" West, 28.32 feet to an existing iron pin in the north right-of-way line of Vintage Club Boulevard (a public right-of-way);

Thence, along said north right-of-way line, North 49°26'31" West, 115.80 feet to a set 5/8" iron pin and the Real Point of Beginning for this description;

Thence, continuing along said north right-of-way line, North 49°26'31" West, 54.06 feet to an existing iron pin and along an arc deflecting to the right, having a radius of 70.00 feet, a central angle of 17°06'04", a length of 20.89 feet, the chord of said arc bears, North 19°06'16" West, 20.82 feet to a set 5/8" iron pin;

Thence, with new division lines, the following three (3) courses and distances;

1. North 40°25'57" East, 83.98 feet to a set 5/8" iron pin;

2. South 49°34'03" East, 72.00 feet to a set 5/8" iron pin;
3. South 40°25'57" West, 94.66 feet to the Real Point of Beginning.

Containing 0.1544 acres of land.

Subject to a Public Right-of-Way Easement being more particularly described as follows;

Beginning at the Real Point of Beginning in the above description;

Thence, along the north right-of-way line of aforesaid Vintage Club Boulevard, North 49°26'31" West, 54.06 feet to an existing iron pin and along an arc deflecting to the right, having a radius of 70.00 feet, a central angle of 17°06'04", a length of 20.89 feet, the chord of said arc bears, North 19°06'16" West, 20.82 feet to a set 5/8" iron pin;

Thence, leaving said north right-of-way line, North 40°25'57" East, 11.98 feet to a point;

Thence, South 49°34'03" East, 72.00 feet to a point in the east line of the above described tract;

Thence, with said east line, South 40°25'57" West, 22.66 feet to the Point of Beginning.

Containing 0.0354 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 7, 2018

MSP No.: 04308.03

04308033-LEG-0_1544 Ac-Tract 5.docx

EXHIBIT B-1 Auditor's Parcel No. 603-0A23-0212

DESCRIPTION FOR: Hunting Hill LLC

LOCATION: Vintage Club North Parcel Description of
0.0354 acre Public Right of Way portion of Tract 5

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 Hunting Hill LLC by deed recorded in O.R. 13267, Page 1468, Hamilton County, Ohio Recorder's Office and more particularly described as follows:

Commencing at an existing iron pin at the southwest corner of Open Space Lot I of The Vintage Club Phase Three as recorded in P.B. 415, Pages 94-95, Hamilton County, Ohio Recorder's Office, said point also being in the northerly right-of-way line of Vintage Club Drive (a private drive);

Thence, along said northerly right-of-way line, the following six (6) courses and distances;

1. Along an arc deflecting to the left, having a radius of 250.00 feet, a central angle of 19°53'40", a length of 86.81 feet, the chord of said arc bears, South 56°02'09" West, 86.37 feet to an existing iron pin;
2. South 46°05'19" West, 95.27 feet to an existing iron pin;
3. Along an arc deflecting to the left, having a radius of 211.00 feet, a central angle of 05°31'50", a length of 20.37 feet, the chord of said arc bears, South 43°19'24" West, 20.36 feet to an existing iron pin;
4. South 40°33'29" West, 75.00 feet to an existing iron pin;
5. South 48°35'38" West, 42.92 feet to an existing iron pin;
6. South 40°33'29" West, 28.32 feet to an existing iron pin in the north right-of-way line of Vintage Club Boulevard (a public right-of-way);

Thence, along said north right-of-way line, North 49°26'31" West, 115.80 feet to a set 5/8" iron pin and the Real Point of Beginning for this description;

Thence, along the north right-of-way line of aforesaid Vintage Club Boulevard, North 49°26'31" West, 54.06 feet to an existing iron pin and along an arc deflecting to the right, having a radius of 70.00 feet, a central angle of 17°06'04", a length of 20.89 feet, the chord of said arc bears, North 19°06'16" West, 20.82 feet to a set 5/8" iron pin;

Thence, leaving said north right-of-way line, North 40°25'57" East, 11.98 feet to a point;

Thence, South 49°34'03" East, 72.00 feet to a point in the east line of the above described tract;

Thence, with said east line, South 40°25'57" West, 22.66 feet to the Point of Beginning.

Containing 0.0354 acres of land.

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

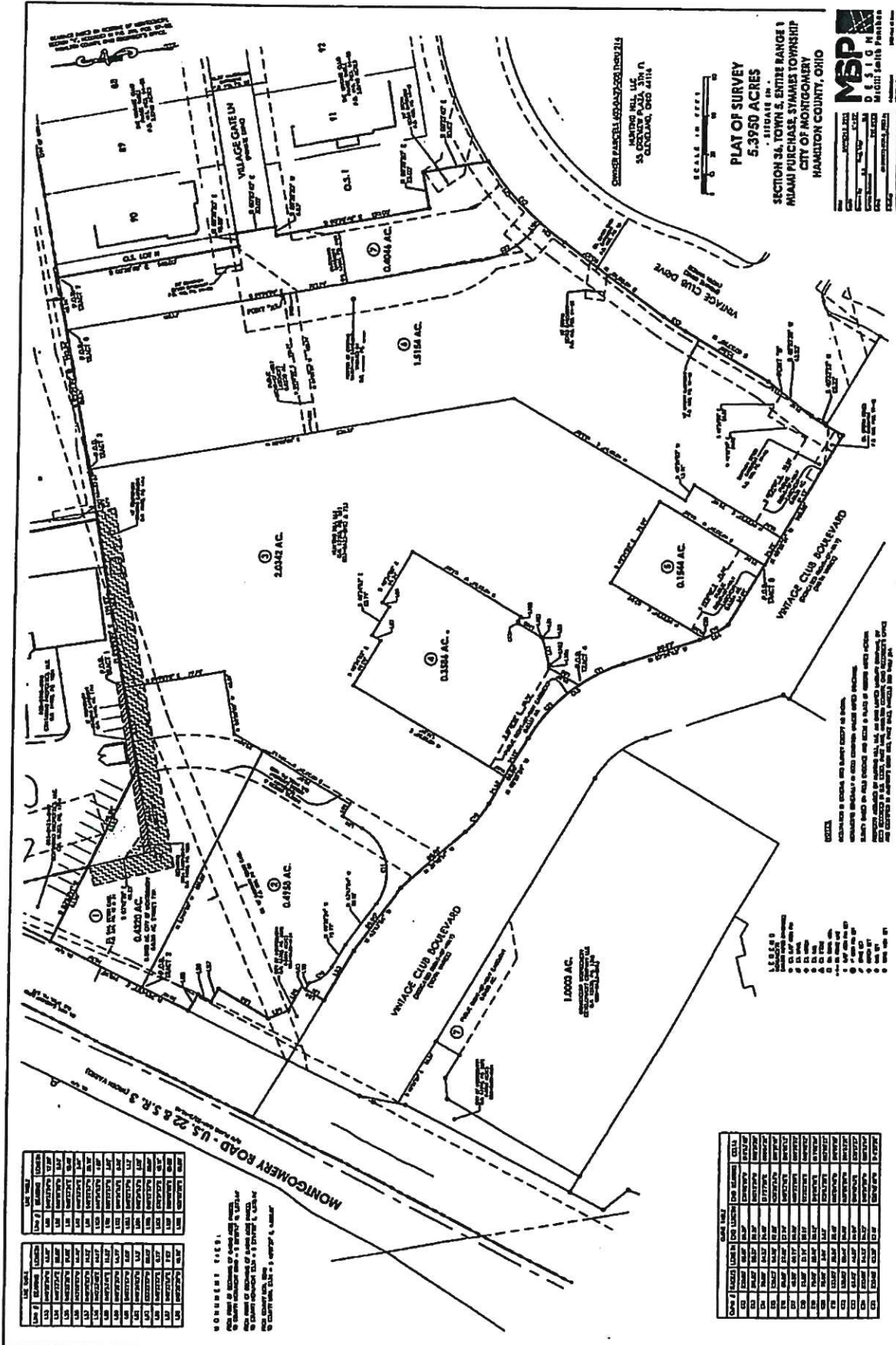
The above description was prepared by McGill Smith Punshon, Inc., under the direction of Jerry L. Keller, P.S., Ohio Registration No. 7584. The bearings in the above description are based on the Reserve of Montgomery, Section 4 as recorded in P.B. 315, Pages 57-58, Hamilton County, Ohio Recorder's Office.

Prepared by: McGill Smith Punshon, Inc.
Date: March 7, 2018
MSP No.: 04308.03

04308033-LEG-0_1544 Ac-Tract 5.docx

McGill Smith Punshon, Inc.
3700 Park 42 Drive ■ Suite 1908 ■ Cincinnati, Ohio ■ 45241-2097
513.759.0004 ■ Fax 513.563.7099 ■ www.mcgillsmithpunshon.com





Lot	Area (Ac)	Owner	Notes
1	1,000.00
2	1,516.00
3	2,042.00
4	0,415.00
5	0,420.00
6	0,415.00
7	0,194.00
8	0,194.00

Lot	Area (Ac)	Owner	Notes
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EXHIBIT B-2