


TRANSFER NOT NECESSARY
ROGER REYNOLDS, CPA
BY 5/11/15 (KL) DEPT.
AUDITOR, BUTLER CO., OHIO


Image ID: 000009111946 Type: OFF
Recorded: 05/07/2015 at 03:16:22 PM
Fee Amt: \$196.00 Page 1 of 23
Workflow# 0000247970-0004
Butler County, Ohio
Dan Crank COUNTY RECORDER
File# 2015-00016937
BK **8792** PG **636**

**DECLARATION OF RECIPROCAL
EASEMENTS, COVENANTS AND RESTRICTIONS**

OLD 27-0063 ADD

THIS DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS ("Declaration") is made as of this 6th day of May, 2015, by G129, LLC, an Ohio limited liability company ("G129"), ANCHOR GILMORE, LLC, an Ohio limited liability company ("Anchor"), FEAR LTD. (aka "Fear, Ltd., an Ohio Limited Liability Company"), an Ohio limited liability company ("Fear"), and ANCHOR GILMORE HL, LLC, an Ohio limited liability company ("Retail Owner"), under the following circumstances:

A. G129 is the owner of certain real property located in Fairfield Township, Butler County, Ohio which real property is more particularly described in Exhibit A attached hereto and made a part hereof (the "G129 Property").

B. Anchor is the owner of real property located in Fairfield Township, Butler County, Ohio which real property is more particularly described in Exhibit B attached hereto and made a part hereof (the "Anchor Property").

C. Retail Owner is the owner of real property located in Fairfield Township, Butler County, Ohio which real property is more particularly described in Exhibit C attached hereto and made a part hereof (the "Retail Property").

D. Fear is the owner of real property located in Fairfield Township, Butler County, Ohio which real property is more particularly described in Exhibit D attached hereto and made a part hereof (the "Fear Property").

E. G129, Anchor, Fear and Retail Owner have agreed to create certain easements, covenants and restrictions in order to promote the development of the G129 Property, the Anchor Property, the Fear Property and the Retail Property (collectively, the "Property").

NOW, THEREFORE, in consideration of the preceding premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, G129, Anchor, Fear and Retail Owner hereby declare as follows:

ARTICLE 1 **EASEMENTS**

1.1 Ingress and Egress Easements. G129, Retail Owner and Fear hereby create, reserve, grant and convey to themselves, Anchor and to any future owners of the Property a non-exclusive, perpetual easement on, over and across those portions of the Fear Property, the Retail Property and the G129 Property more particularly described/depicted on Exhibit E attached hereto and made a part hereof (the "Road Easement Area") for the purpose of using the roadway located thereon (the "Gilmore Access Driveway") for vehicular ingress and egress to and from portions of the Property and Gilmore Road. Anchor hereby creates, reserves, grants and conveys to itself, G129, Fear and Retail Owner and to any future owners of the Property a non-exclusive, perpetual easement on, over and across those portions of the Anchor Property which may hereafter be improved with drives or roadways intended for vehicular ingress and egress (collectively, the "Anchor Driveways") for the purpose of using the Anchor Driveways for vehicular ingress and egress to and from portions of the Property and public rights of way adjoining the Anchor Property. G129 hereby creates, reserves, grants and conveys to itself, Anchor, Fear and Retail Owner and to any future owners of the Property a non-exclusive, perpetual easement on, over and across those portions of the G129 Property which may hereafter be improved with drives or roadways intended for vehicular ingress and egress (collectively, the "G129 Driveways") for the purpose of using the G129 Driveways for vehicular ingress and egress to and from portions of the Property and public rights of way adjoining the G129 Property. Retail Owner hereby creates, reserves, grants and conveys to itself, G129, Fear and Anchor and to any future owners of the Property a non-exclusive, perpetual easement on, over and across those portions of the Retail Property which may hereafter be improved with drives or roadways intended for vehicular ingress and egress (collectively, the "Retail Driveways") for the purpose of using the retail Driveways for vehicular ingress and egress to and from portions of the Property and public rights of way adjoining the Retail Property (the G129 Driveways, the Anchor Driveways and the Retail Driveways being collectively referred to as the "Auxiliary Driveways" and the Gilmore Access Driveway and the Auxiliary Driveways being collectively referred to as the "Driveways"). G129, Anchor, Fear and Retail Owner and all future owners, tenants and users of the Property agree that they shall not cause or permit vehicles to park on the Driveways or cause or permit any other actions to be taken which will interfere with the free and continuous flow of traffic to and from the Property and adjacent public rights of way by means of the Driveways. Nothing contained herein shall require that Driveways be located in any specific locations on the Property, except that (i) the Retail Driveways shall be installed and maintained so that there will always be a continuous two-way drive running north and south between the northern boundary of the Retail Property and the northern boundary of the Gilmore Access Driveway, (ii) the Retail Driveways shall be installed and maintained so that there will always be a continuous two-way drive running north and south along that portion of the



boundary between the Retail Property and the 1.695 acre portion of the G129 Property identified on Exhibit E and so that there will always be a continuous two-way drive located on the Retail Property providing vehicular and pedestrian access to and from the 2.676 acre portion of the G129 Property and the Gilmore Access Driveway, and (iii) the Gilmore Access Driveway shall be maintained in its current location. Any owner of the Property shall have the right to dedicate any driveway constructed on that portion of the Property owned by such owner to the appropriate governmental authority as a public street, which dedication may occur without the necessity of obtaining the consent of the owner of any other portion of the Property.

1.2 General Utility Easement. G129, Anchor, Fear and Retail Owner hereby create, reserves, grant and convey to each other, and to any future owners of the Property, a non-exclusive easement on, over, across and under all portions of the Property not improved with buildings or other permanent structures for the purposes of installing, constructing, maintaining, using, repairing and replacing underground electric, sanitary sewer, water, gas, telephone, fiber optic or other communication and utility lines and related facilities (provided that the same are for underground utility lines). Any owner of any portion of the Property shall have the right to assign its utility easement rights to a public utility service provider, and upon request, any and all owners of any portion of the Property shall execute instruments creating easements in favor of such public utility service providers. Upon the request of any owner of any of the Property, all other owners shall execute a recordable instrument reflecting the specific location of any then existing utility lines and facilities. Any Owner shall have the right to relocate any utility lines installed on such Owner's portion of the Property pursuant to the easement granted in this Section 1.2 at such Owner's sole cost and expense, provided that the relocated utility lines are located on portions of the Property not improved with buildings or other permanent structures. G129, Anchor, Fear and Retail Owner hereby acknowledge and agree that the general utility easement created in this Section 1.2 shall not be deemed to include easements for storm water drainage, retention or detention purposes and the Owner of each portion of the Property shall be responsible for providing its own storm water drainage, retention and detention.

1.3 No Parking Easement. Nothing contained herein shall be deemed to create any easements or other rights for parking on any portion of the Property for the benefit of any other portion of the Property

1.4 Definition of Owners and Intended Beneficiaries of Easements. As used herein, "Owners", and "Owner" singularly, shall be deemed to mean and include all fee holders of any portion of the Property and their heirs, successors and assigns. The easements created in this Article 1 are intended and shall be for the benefit of all Owners, as well as such Owner's agents, tenants, customers, and invitees.



ARTICLE 2

MAINTENANCE

2.1 Maintenance and Repair of Driveways. Portions of the Property are benefited and burdened by the Declaration of Reciprocal Easements, Covenants and Restrictions as set forth in Official Record 8029, Page 1287 of the Butler County, Ohio Records (the "Existing Declaration"). As also provided for in the Existing Declaration, the Owners of each portion of the Property shall be responsible for maintaining and repairing, at each Owner's sole costs and expense, any Auxiliary Driveways located on each Owner's portion of the Property. The foregoing notwithstanding, Fear agrees to be responsible for maintaining and replacing, at Fear's sole cost and expense, the Gilmore Access Driveway. The above required maintenance and repair obligations shall include, without limitation, the following items:

- (a) maintenance of the paved surfaces in a level and smooth condition, free of potholes, with the same type of material as originally used or a substitute equal in quality;
- (b) removal as soon as reasonably possible of snow and ice from paved surfaces; and
- (c) maintenance of appropriate parking area entrances, exit and directional markers, striping and other traffic control signs as are reasonably necessary or desirable to direct traffic flow.

2.2 Damages to Pavement. Notwithstanding any other provision of this Declaration to the contrary, if any Owner, its tenants or their respective agents or employees cause damages to any of the Driveways while conducting construction or other extraordinary activities, including, without limitation, any activities related to the installation or repair of utility lines or related facilities, such Owner shall, at its own cost, cause the damaged Driveways to be repaired and restored to a condition at least equal in quality to the condition of such Driveways prior to such damage.

2.3 General Maintenance. The Owners of any portion of Property shall at all times keep their premises, improvements, and appurtenances thereon in a reasonably safe, clean, and wholesome condition and comply in all respects with all governmental health and police requirements. Each Owner will contain and remove at his or its own expense any trash or rubbish of any character whatsoever which may accumulate on his or its portion of the Property and shall cut all grass on that Owner's portion of the Property.

ARTICLE 3 **RESTRICTIONS**

3.1 Hobby Lobby Exclusive Use. In addition to the use restrictions set forth above, Anchor, G129, Fear and Retail Owner declare and agree that for so long as Hobby Lobby Stores, Inc., an Oklahoma corporation ("Hobby Lobby"), its successors and assigns, is a tenant of the Retail Property no portion of the Property shall be leased, used or occupied for the sale of art supplies, craft supplies, fabrics, photo frames, frames, framed art, wall art, and wall decor (the "Hobby Lobby Exclusive"). The Hobby Lobby Exclusive shall not prevent any other Owner, tenant or occupant of any portion of the Property from having the lesser of (i) ten percent (10%) of such Owner's, tenant's or occupant's gross sales area measured from the center of the aisles; or (ii) two hundred fifty (250) square feet of gross sales area, measured from the center of the aisles, designated to the sale of items prohibited by the Hobby Lobby Exclusive.

3.2 Instant Oil Change Prohibition. In addition to the use restrictions set forth above, Anchor, G129, Fear and Retail Owner declare and agree that no portion of the Property shall be used as a freestanding facility whose primary business purpose is the providing of "instant" oil change services, which services are customarily offered by businesses operating under the trade names of "Jiffy Lube", "Valvoline Instant Oil Change" and the like but not including auto parts retailers such as those operating under the trade names of "Auto Zone", "Advance Auto" and the like who may sell materials to be used in connection with an oil change and tire sales/service, muffler service, transmission service or similar businesses operating under trade names such as Firestone, Tire Discounters or Midas which may provide oil changes as a service. The use restrictions contained in this Section 3.2 are intended to and shall be for the exclusive benefit of the Owner of Fear Property and may be modified and/or waived by the written consent of the Owner of the Fear Property.

3.3 Enforcement Rights for Use Restrictions. The restrictions contained in Section 3.1 shall be for the benefit of the Owner of the Retail Property and Hobby Lobby and such Owner and/or Hobby Lobby shall have the right to enforce the use restrictions of Section 3.1. Any modifications or waivers of the use restrictions contained in Section 3.1 shall require the approval of the Owner of the Retail Property and Hobby Lobby.

3.4 Construction and Other Activities. All maintenance activities performed in connection with the easements described herein shall be performed in a good and workmanlike manner in compliance with all applicable laws, rules, regulations, orders and ordinances. Each Owner conducting or causing to be conducted any construction or maintenance activities on another other Owner's property, shall use reasonable efforts so that such activities shall not: (i) cause any increase in the costs of constructing improvements on such other Owner's real property; (ii) interfere with construction work being performed by such other Owner; or (iii) interfere with the access to and from, use, occupancy or enjoyment of such other Owner's real property. Each Owner exercising its rights under this Declaration on the other Owner's real property agrees to indemnify and hold harmless the other Owner from and against any and all

costs, expenses, liabilities, dangers or claims including, but not limited to, reasonable attorney's fees and costs arising due to the activities by or at the direction of such indemnifying Owner.

ARTICLE 4

PAYMENT AND ENFORCEMENT

4.1 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration by such Owner, or its tenants or users (unless, with respect to any such breach the nature of which cannot reasonably be cured within thirty (30) days after notice thereof by another Owner, the defaulting Owner commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), any non-defaulting Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof. Notwithstanding the foregoing to the contrary, if the nature of the breach of this Declaration presents an immediate risk of damage to property, injury to persons, interruption of utility service or loss, obstruction or blockage of access, the prior notice requirement of this Section shall not apply, any Owner shall be authorized to take immediate steps to minimize or eliminate such risk, and be reimbursed for the reasonable costs thereof as aforesaid. In such event, notice of such action shall be given to the defaulting Owner as soon as reasonably practicable under the circumstances.

4.2 Default and Interest. Any sums due from any Owner to another Owner hereunder which are not paid when due shall bear interest from the date due until paid at an annual interest rate equal to twelve percent (12%).

4.3 Remedies. In addition to the self-help rights as described in Section 4.1 of this Declaration, any Owner of any portion of the Property and each of their respective tenants, legal representatives, successors and assigns, as applicable, shall have the right to seek all legal and equitable remedies available to it as a result of the default by any other Owner of its covenants, agreements or obligations under this Agreement, including the right to file and levy a lien against another Owner's portion of the Property for failure to pay sums due hereunder, as a result of the default by that Owner of its covenants, agreements or obligations under this Declaration, and the right to such orders of specific performance or injunctive relief as are appropriate. Any such lien may be effectuated by the filing of an affidavit by the Owner owed hereunder and any such lien may be foreclosed in the same manner as mortgages may be foreclosed under the State of Ohio laws. Any such lien shall be deemed perfected as of the date an affidavit of such lien is filed in the Butler County, Ohio real property records; provided, however, any such lien shall be subordinate to any bona fide first mortgage lien previously filed against the portion of the Property so liened. In addition, Hobby Lobby shall have the explicit right to bring an action for enforcement of the Hobby Lobby Exclusive.



ARTICLE 5

MISCELLANEOUS

5.1 Binding Effect. Unless specifically stated otherwise, all restrictions and covenants contained herein are and shall be construed as covenants running with the land, and all easements granted herein shall be and shall be construed as running with the land as to the real property burdened thereby and as being appurtenant to the real property benefited thereby. All of said easements, covenants and restrictions shall be binding upon the Property, as indicated herein, and shall inure to the benefit of, and be enforced by any Owner of any portion of the Property, and each of their respective tenants, and the respective legal representatives, successors and assigns of each of them.

5.2 No Partnership. This Declaration shall not create an association, partnership, joint venture or a principal and agency relationship between the Owners or their respective tenants or licensees.

5.3 No Waiver. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

5.4 Severability. Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

5.5 Notices. All notices and approvals required or permitted under this Declaration shall be served by hand delivery, by certified mail, return receipt requested, or by any private nationally recognized overnight type of delivery service, to any Owner of the Property at such address as such Owner may from time to time designate by written notice to the other Owners, or if any such Owner fails to provide such a notice, at the same address as listed as the tax mailing address for the portion of the Property owned by such Owner. Date of service of notice or approval shall be the date on which such notice or approval is received by the party to whom the same is sent.

5.6 Entire Agreement. This Declaration, together with the Exhibits attached hereto, contain the entire agreement between the parties and there are no other terms, expressed or implied, except as contained herein or therein.

5.7 No Merger. None of the easements or other rights created by this Declaration shall be merged or terminated due to the common ownership of any portion of the Property.



Image ID: 000009111953 Type: OFF

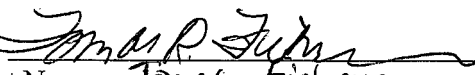
Page 8 of 23

File# 2015-00016937

BK **8792** PG **643**

IN WITNESS WHEREOF, G129, Anchor and Retail Owner have executed this Declaration as of the date first written above.

G129, LLC
an Ohio limited liability company

By: 
Print Name: Thomas Fiehrer
Its: Authorized Member

ANCHOR GILMORE, LLC
an Ohio limited liability company

By: Anchor Properties, Inc.,
an Ohio corporation,
Its: Manager

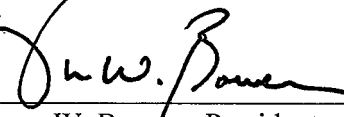
By: 
Thomas W. Bowers, President



Image ID: 000009111954 Type: OFF

Page 9 of 23

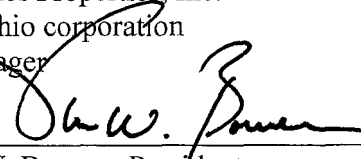
File# 2015-00016937

BK **8792** PG **644**

ANCHOR GILMORE HL, LLC,
an Ohio limited liability company

By: Anchor Gilmore, LLC,
an Ohio limited liability company
Its: Sole Member

By: Anchor Properties, Inc.
an Ohio corporation
Its: Manager

By: 
Thomas W. Bowers, President

FEAR LTD.
an Ohio limited liability company


By: 
Print Name: James Fieber
Its: Authorized Member



Image ID: 000009111955 Type: OFF

Page 10 of 23

File# 2015-00016937

BK 8792 PG 645

STATE OF OHIO)
) SS:
COUNTY OF Butler)

The foregoing instrument was acknowledged before me this 6th day of May, 2015, by Thomas Fehrer, as Authorized member of G129, LLC, an Ohio limited liability company, on behalf of such limited liability company.

[Signature]
Notary Public



ANDREW DAVID GRAF
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

KENTUCKY
STATE OF ~~OHIO~~)
) SS:
COUNTY OF KENTON)

The foregoing instrument was acknowledged before me this 5th day of MAY, 2015, by Thomas W. Bowers, the President of Anchor Properties, Inc., an Ohio corporation, and the Manager of Anchor Gilmore, LLC, an Ohio limited liability company, on behalf of such limited liability company.

[Signature]
Notary Public



BRYAN S. BLADE
Notary Public, Kentucky
State At Large
My Commission Expires
January 6, 2019
Notary ID# 524197



Image ID: 000009111956 Type: OFF

Page 11 of 23

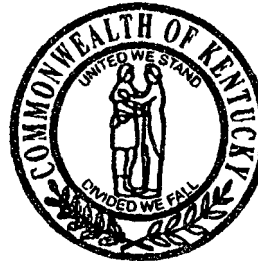
File# 2015-00016937

BK 8792 PG 646

STATE OF KENTUCKY)
) SS:
 COUNTY OF KENTON)

The foregoing instrument was acknowledged before me this 5th day of MAY, 2015, by Thomas W. Bowers, the President of Anchor Properties, Inc., an Ohio corporation, and the Manager of Anchor Gilmore, LLC, an Ohio limited liability company, and the sole member of Anchor Gilmore HL, LLC, an Ohio limited liability company, on behalf the limited liability company.

Bryan S. Blade
 Notary Public



BRYAN S. BLADE
 Notary Public, Kentucky
 State At Large
 My Commission Expires
 January 6, 2019
 Notary ID# 524197

STATE OF Ohio)
) SS:
 COUNTY OF Butler)

The foregoing instrument was acknowledged before me this 6th day of May, 2015, by Thomas Fiehrer, as Authorized Member of Fear Ltd., an Ohio limited liability company, on behalf of such limited liability company.

Andrew D. Graf
 Notary Public



ANDREW DAVID GRAF
 Attorney at Law
 Notary Public, State of Ohio
 My Commission Has No Expiration
 Date. Section 147.03 O.R.C.

This instrument prepared by:
 Andrew D. Graf
 Griffin Fletcher & Herndon LLP
 3500 Red Bank Road
 Cincinnati, OH 45227
 (513) 421-1313

**MORTGAGEE'S CONSENT & SUBORDINATION**

The undersigned mortgagee under that certain real estate mortgage recorded in Official Record 7599, Page 744 of the Butler County, Ohio Records, hereby consents to all terms and conditions of the foregoing Declaration of Reciprocal Easements, Covenants and Restrictions (the "Declaration") and further agrees that said mortgage shall be subordinate to the terms and easement rights granted in the Declaration.

EXECUTED ON:

This 17 day of March, 2015

US BANK, NATIONAL ASSOCIATION,

By: *Daniel G. Griesinger*Name: DANIEL G. GRIESINGERTitle: VICE PRESIDENTSTATE OF Ohio)COUNTY OF Butler)

SS:

The foregoing instrument was acknowledged before me this 17 day of March, 2015, by Daniel G. Griesinger, the Vice President of US Bank, National Association, on behalf of the same.

Roxanna J. Koebelin
Notary Public



Roxanna J. Koebelin
Notary Public State of Ohio
My Commission Expires
January 24, 2017



Image ID: 000009111958 Type: OFF

Page 13 of 23

File# 2015-00016937

BK 8792 PG 648

MORTGAGEE'S CONSENT & SUBORDINATION

The undersigned mortgagee under that certain real estate mortgage recorded in Official Record 8424, Page 559 and that certain real estate mortgage recorded in Official Record 8753, Page 1015 of the Butler County, Ohio Records, hereby consents to all terms and conditions of the foregoing Declaration of Reciprocal Easements, Covenants and Restrictions (the "Declaration") and further agrees that said mortgages shall be subordinate to the terms and easement rights granted in the Declaration.

EXECUTED ON:

This 25th day of March, 2015

FIRST FINANCIAL BANK, NATIONAL
ASSOCIATION,

By: Barry Lampley
Name: Barry Lampley
Title: First Vice President

STATE OF OHIO)
) SS:
COUNTY OF Butler)

The foregoing instrument was acknowledged before me this 25th day of MARCH, 2015, by Barry Lampley, the First Vice President of First Financial Bank, National Association, on behalf of the same.



MARY A. CRAWFORD
Notary Public, State of Ohio
My Commission Expires
September 10, 2018

Mary A. Crawford
Notary Public



MORTGAGEE'S CONSENT & SUBORDINATION

The undersigned mortgagee under that certain real estate mortgage recorded in Official Record 8583, Page 982, as assigned to the undersigned mortgagee in Official Record 8583, Page 1006 of the Butler County, Ohio Records, hereby consents to all terms and conditions of the foregoing Declaration of Reciprocal Easements, Covenants and Restrictions (the "Declaration") and further agrees that said mortgage shall be subordinate to the terms and easement rights granted in the Declaration.

EXECUTED ON:

This 1 day of May, 2015

U.S. SMALL BUSINESS ADMINISTRATION.

By: Raymond A. Kulina

Name: Raymond A. Kulina

Title: Secretary

MLO

APPROVED

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of April, 2015, by Raymond A. Kulina, the _____ of U.S. Small Business Administration, on behalf of the same.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Fresno)

On May 1, 2015 before me, Percy Louis Lacey Sr, a Notary Public, personally appeared Raymond A. Kulaha, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Percy Louis Lacey Jr



Image ID: 000009111960 Type: OFF
Page 15 of 23

File# 2015-00016937

BK 8792 PG 650

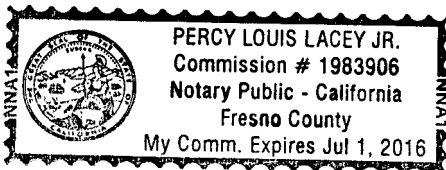




Image ID: 000009111961 Type: OFF
Page 16 of 23

File# 2015-00016937

BK **8792** PG **651**

EXHIBITS

<u>Exhibit A</u>	Legal Description for G129 Property
<u>Exhibit B</u>	Legal Description for Anchor Property
<u>Exhibit C</u>	Legal Description for Retail Property
<u>Exhibit D</u>	Legal Description for Fear Property
<u>Exhibit E</u>	Legal Description/Depiction for Gilmore Access Driveway



Image ID: 000009111962 Type: OFF
Page 17 of 23

File# 2015-00016937

BK 8792 PG 652

EXHIBIT A

January 28, 2015

Legal Description: 2.676 Acres (Parcel C)

Situated in Section 19, Town 2, Range 3, Fairfield Township, part lot 430, Butler County, Ohio and being more particularly described as follows:

Commencing at the northwest corner of Section 19 and the centerline intersection of Princeton Road and said Gilmore Road, thence South $05^{\circ} 16' 01''$ West, 1065.52 feet; thence departing the said centerline of Gilmore Road, South $84^{\circ} 42' 13''$ East, 591.11 feet; thence South $5^{\circ} 17' 47''$ West, 20.00 feet to the point of beginning of the parcel herein described; thence South $84^{\circ} 42' 13''$ East, 257.00 feet; thence South $05^{\circ} 17' 47''$ West, 453.68 feet to the northerly LA R/W of State Route 129; thence along the said northerly LA R/W of State Route 129, North $84^{\circ} 41' 02''$ West, 257.00 feet; thence departing the said northerly LA R/W of State Route 129, North $05^{\circ} 17' 47''$ East, 453.59 feet to the point of beginning.

The above described tract contains 2.676 Acres of land and is subject to all easements and restrictions of record.

Basis of Bearings: Bearings based on Ohio State Plane Coordinate
 System – South Zone

This description was prepared by Robert J. Trenkamp, Licensed Land Surveyor in Ohio (No. 8304) and is based on a survey made by Thomas Graham Associates, Inc. dated January 28, 2015, of record in Vol. 57, Pg. 47 of the Butler County Engineer's Records.

EXHIBIT A

January 28, 2015

Legal Description: 1.695 Acres (Parcel D)

Situated in Section 19, Town 2, Range 3, Fairfield Township, part lot 430, Butler County, Ohio and being more particularly described as follows:

Beginning in the centerline of Gilmore Road, said point being South 05° 16' 01" West, 733.55 feet from the northwest corner of Section 19 and the centerline intersection of Princeton Road and said Gilmore Road; thence departing the said centerline of Gilmore Road, North 89° 21' 33" East, 216.47 feet; thence South 05° 18' 19" West, 354.36 feet; thence North 84° 42' 13" West, 215.08 feet to the said centerline of Gilmore Road; thence along the said centerline of Gilmore Road, North 05° 16' 01" East, 331.97 feet to the point of beginning.

The above described tract contains 1.695 Acres of land and is subject to all easements and restrictions of record and the legal right-of-way of Gilmore Road.

Basis of Bearings: Bearings based on Ohio State Plane Coordinate
 System – South Zone

This description was prepared by Robert J. Trenkamp, Licensed Land Surveyor in Ohio (No. 8304) and is based on a survey made by Thomas Graham Associates, Inc. dated January 28, 2015, of record in Vol. 57, Pg. 47 of the Butler County Engineer's Records.

EXHIBIT B

Situate in Section 19, Town 2, Range 3, and being part of Lot 430, Fairfield Township, Butler County, Ohio, and being all of Lot 4 (also being known as Lot 8933) of the Princeton and Gilmore Subdivision as shown on that certain plat recorded at Book 8085, page 2068, of the Butler County, Ohio, Records.



Image ID: 000009111964 Type: OFF

Page 19 of 23

File# 2015-00016937

BK **8792** PG **654**



Image ID: 000009111965 Type: OFF

Page 20 of 23

File# 2015-00016937

BK 8792 PG 655

EXHIBIT B

January 28, 2015

Legal Description: 1.412 Acres (Parcel E-2)

Situated in Section 19, Town 2, Range 3, Fairfield Township, part lot 430, Butler County, Ohio and being more particularly described as follows:

Commencing at the northwest corner of Section 19 and the centerline intersection of Princeton Road and said Gilmore Road, thence South $05^{\circ} 16' 01''$ West, 713.44 feet; thence departing the said centerline of Gilmore Road, along the south line of said lot 8933, North $89^{\circ} 21' 33''$ East, 267.00 feet; thence North $77^{\circ} 11' 28''$ East, 115.23 feet; thence North $66^{\circ} 34' 40''$ East, 112.80 feet; thence North $80^{\circ} 53' 37''$ East, 91.62 feet to the point of beginning of the parcel herein described; thence North $5^{\circ} 17' 47''$ East, 215.39 feet; thence South $84^{\circ} 42' 13''$ East, 285.54 feet; thence South $5^{\circ} 17' 47''$ West, 215.39 feet; thence North $84^{\circ} 42' 13''$ West, 285.54 feet to the point of beginning.

The above described tract contains 1.412 Acres of land and is subject to all easements and restrictions of record.

Basis of Bearings: Bearings based on Ohio State Plane Coordinate
 System – South Zone

This description was prepared by Robert J. Trenkamp, Licensed Land Surveyor in Ohio (No. 8304) and is based on a survey made by Thomas Graham Associates, Inc. dated January 28, 2015, of record in Vol. 57, Pg. 47 of the Butler County Engineer's Records.



Image ID: 000009111966 Type: OFF

Page 21 of 23

File# 2015-00016937

BK 8792 PG 656

EXHIBIT C

January 28, 2015

Legal Description: 6.866 Acres (Parcel E-1 – Hobby Lobby Parcel)

Situated in Section 19, Town 2, Range 3, Fairfield Township, part lot 430, Butler County, Ohio and being more particularly described as follows:

Beginning in the centerline of Gilmore Road, being the southwest corner of lot 8933 of Princeton & Gilmore Subdivision as recorded in Plat Envelope 8085, Pages 2068-2069, said point also being South 05° 16' 01" West, 713.44 feet from the northwest corner of Section 19 and the centerline intersection of Princeton Road and said Gilmore Road; thence departing the said centerline of Gilmore Road along the south line of said lot 8933, North 89° 21' 33" East, 267.00 feet; thence North 77° 11' 28" East, 115.23 feet; thence North 66° 34' 40" East, 112.80 feet; thence North 80° 53' 37" East, 91.62 feet; thence departing the said south line of lot 8933, South 84° 42' 13" East, 285.54 feet; thence South 05° 17' 47" West, 512.49 feet; thence North 84° 42' 13" West, 257.00 feet; thence North 05° 17' 47" East, 20.00 feet; thence North 84° 42' 13" West, 376.03 feet; thence North 05° 18' 19" East, 354.36 feet; thence South 89° 21' 33" West, 216.47 feet to the said centerline of Gilmore Road; thence with the said centerline of Gilmore Road, North 05° 16' 01" East, 20.11 feet to the point of beginning.

The above described tract contains 6.866 Acres of land and is subject to all easements and restrictions of record and the legal right-of-way of Gilmore Road.

Basis of Bearings: Bearings based on Ohio State Plane Coordinate
 System – South Zone

This description was prepared by Robert J. Trenkamp, Licensed Land Surveyor in Ohio (No. 8304) and is based on a survey made by Thomas Graham Associates, Inc. dated January 28, 2015, of record in Vol. 57, Pg. 47 of the Butler County Engineer's Records.



Image ID: 000009111967 Type: OFF
Page 22 of 23

File# 2015-00016937

BK 8792 PG 657

EXHIBIT D

Date: February 14, 2012
Description: Parcel "A" ~ 6.445 Acres
Location: Fairfield Township
Butler County, Ohio



Situated in Section 19, Town 2, Range 3, Fairfield Township, Butler County, Ohio, and being Part of Lot #430 and part of a 19.094 acre tract conveyed to G129, LLC as recorded in Official Record 7599, Page 762, of the Butler County Recorder's Office containing 6.445 acres and being further described as follows:

Begin at point found by measuring from a found bent 5/8" iron pin at the southwest corner of Lot #8717 of Indian Springs Market Center as recorded in Plat Envelope 3961, Pages A & B, said pin also being on the north limited access right of way of Ohio State Route #129; thence, departing said Lot #8717, with said limited access right of way, North 84° 41' 02" West, 257.00 feet to a set 5/8" iron pin, said pin being the True Point of Beginning;

thence, from the True Point of beginning thus found, continuing with said limited access right of way the following two courses: North 84° 41' 02" West, 92.05 feet to a found 5/8" iron pin;

thence, North 85° 05' 52" West, passing a set 5/8" iron pin on the east right of way of Gilmore Road at 458.83 feet, a total distance of 498.83 feet to a found mag nail at the centerline of said Gilmore Road and the west line of said Section 19;

thence, with said centerline and section line, North 05° 16' 01" East, 476.99 feet;

thence, departing said centerline and section line, with a new division line the following two courses: South 84° 42' 13" East, passing a set 5/8" iron pin on the east right of way of said Gilmore Road at 40.00 feet, a total distance 591.11 feet to a set 5/8" iron pin;

thence, South 05° 17' 47" West, 473.59 feet to the True Point of Beginning containing 6.445 acres of land of which 0.438 acres are Gilmore Road right of way more or less and being subject to all easements and rights of ways of record.

The above description was prepared from a survey prepared by Bayer Becker, Jeffrey O. Lambert, Registered Surveyor #7568 in the State of Ohio, February 14, 2012.

The Plat of which is recorded in Volume 54, Page 164, of the Butler County Engineer's Records.

Basis of Bearings: State Plane NAD83 GPS Observations

Parcel No.: Split from A0300-021.000-034

APPROVED BY
BUTLER COUNTY PLANNING COMMISSION
FOR THE PURPOSES OF CONVEYANCE OF
TITLE. DOES NOT CONSTITUTE A ZONING
CERTIFICATE OR BUILDING PERMIT.
NO PLAT REQUIRED.

03/11/12 D.F.

APPROVED
BY BCEO
BY BB

3-1-12

Page 1 of 1

6900 Tylersville Road, Suite A
Mason, Ohio 45040
513-336-6600

209 Grandview Drive
Fort Mitchell, Kentucky 41017
859-261-1113

Engineering - Surveying - Landscape Architecture - Planning
www.bayerbecker.com

318 South College Avenue
Oxford, Ohio 45056
513-523-4270

P.O. Box 3706
Lawrenceburg, Indiana 47025
812-537-9064



Image ID: 000009111968 Type: OFF
Page 23 of 23

File# 2015-00016937

BK 8792 PG 658

