

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


Image ID: 000009111969 Type: OFF
Recorded: 05/07/2015 at 03:16:22 PM
Fee Amt: \$76.00 Page 1 of 8
Workflow# 0000247970-0005
Butler County, Ohio
Dan Crank COUNTY RECORDER
File# 2015-00016938
BK **8792** PG **659**

DRAINAGE EASEMENT AGREEMENT

010-2A-006-3 ANG

THIS DRAINAGE EASEMENT AGREEMENT (the "Agreement") is made and entered into effective as of this 6th day of May, 2015, by and between G129, LLC, an Ohio limited liability company ("G129"), and ANCHOR GILMORE HL, LLC, an Ohio limited liability company ("AGHL"), under the following circumstances:

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

B. AGHL is the owner of certain real property situated in Fairfield Township, Butler County, Ohio, as more particularly described in Exhibit B attached hereto and made a part hereof (the "AGHL Property", and together with the G129 Property, the "Properties").

C. G129 and AGHL desire to establish a non-exclusive easement to utilize the drainage facility to be located on that portion of the Properties as approximately depicted on Exhibit C attached hereto and made a part hereof (the "Drainage Facility") subject and pursuant to the terms set forth herein.

NOW, THEREFORE, G129 and AGHL, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by both parties, hereby agree as follows:

1. Drainage Easement. G129 and AGHL hereby grant and convey, each to the other, their successors and assigns, a perpetual non-exclusive easement on, over, across and under those portions of the Properties as are necessary or appropriate for the purposes of constructing, installing, using, repairing, maintaining and replacing the Drainage Facility and such lines, swales and other facilities (collectively, the "Auxiliary Facilities") as may be necessary or desirable to provide for the drainage and retention of storm water generated from

the AGHL Property and the G129 Property (the "Drainage Easement"). The Drainage Easement shall be for the benefit of the current and all future owners of the Properties and their respective tenants, agents, contractors, employees, licensees and invitees. No obstructions or improvements shall be placed upon any portion of the G129 Property which would inhibit or prevent the ability of the owner of the AGHL Property to utilize the Drainage Facility or the Auxiliary Facilities.

2. Construction, Maintenance and Repair Obligations. AGHL, at its sole cost and expense, shall construct and install the Drainage Facility and the Auxiliary Facilities servicing the AGHL Property based upon plans and specifications to be approved by G129, such approval not to be unreasonably withheld, conditioned or delayed. Once the Drainage Facility has been installed, the owner of the G129 Property, at its sole cost and expense, shall be responsible for the maintenance and repair of the Drainage Facility and any and all structures located or contained therein. Each of the Parties, and their successors and assigns, at their sole cost and expense, shall be responsible for the maintenance and repair of those Auxiliary Facilities which service their respective Properties, wherever located. Notwithstanding the foregoing to the contrary, in the event that the owner of the G129 Property fails to maintain and repair the Drainage Facility as required herein, the owner of the AGHL Property, in addition to having all rights and remedies available at law or in equity, shall also have the right to maintain and repair the Drainage Facility and to invoice the owner of the G129 Property for the reasonable and actual costs of the same. The non-payment of any such invoice within thirty (30) days of the date of the same shall entitle the owner of the AGHL Property to charge interest from the date due until the date of payment at an interest rate equal to the lesser of ten percent (10%) per annum or the highest rate permitted by law and shall also entitle the owner of the AGHL Property to file a lien to secure the payment of such amounts due hereunder which lien may be foreclosed in the same manner as mortgages may be foreclosed under the laws of the State of Ohio.

3. Binding Effect. The Drainage Easement granted herein and the obligations and covenants created hereby shall be and shall be construed as running with the land. All of the Drainage Easement and the obligations and covenants created herein shall be binding upon the G129 Property and the AGHL Property, and shall inure to the benefit of, and be enforceable by, all current and future owners of the G129 Property and the AGHL Property. All easements granted herein, the provisions regarding the maintenance for the Drainage Facility and the Auxiliary Facilities, and all restrictions contained herein shall continue in full force and effect in perpetuity.

4. No Partnership. This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the owners of the G129 Property and the owners of the AGHL Property, or their respective tenants or licensees.

5. 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.




6. 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.

7. Entire Agreement. This Agreement, together with the Exhibits attached hereto, contain the entire agreement between the parties with regard to the easements and covenants of use described herein and there are no other terms, expressed or implied, as to the subject matter, except as contained herein or therein.

Signed to be effective as of the date contained in the first paragraph above.

G129, LLC
an Ohio limited liability company

By: 
Print Name: James R. Fisher
Its: Authorized Member

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

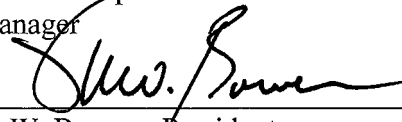
By: 
Thomas W. Bowers, President



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BK 8792 PG 662

STATE OF OHIO)
COUNTY OF Butler) SS:

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

Andrew David Graf
Notary Public

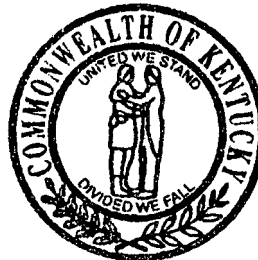


ANDREW DAVID GRAF
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

STATE OF KENTUCKY)
COUNTY OF KENTON) SS:

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

This instrument prepared by:
Andrew D. Graf
Griffin Fletcher & Herndon LLP
3500 Red Bank Road
Cincinnati, OH 45227
(513) 421-1313
{00097360-3}



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BK 8792 PG 663

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 Drainage Easement Agreement (the "Agreement") and further agrees that said mortgage shall be subordinate to the terms and easement rights granted in the Agreement.

EXECUTED ON:

This 18 day of ^{march}~~February~~, 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 18 day of ^{march}~~February~~, 2015, by Daniel G. Griesinger, the Vice President of US Bank, National Association, on behalf of the same.

Roxanna J. Koelblin
Notary Public



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



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BK 8792 PG 664

EXHIBIT A

December 8, 2014

Legal Description: 1.695 Acres (Parcel D)

Situated in Section 19, Town 2, Range 3, Fairfield Township, 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.



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December 8, 2014

Exhibit B

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

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

Beginning in the centerline of Gilmore Road, being the southwest corner of lot 4 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 4, 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 4, 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.

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.

GILMORE ROAD

20' S.S.E.
O.R. 6429, PG.
701

R/W

N 0516'01" E 331.87'

N 0516'01" E 201.11'

R 0516'01" E 147.86'

N 0516'01" E 715.44'

N 0516'01" E 454.92'

6129
Property

DRAINAGE FACILITY

AGHL Property

AREA = 3.605 ACRES (NET)

EX. 6" SAN SERVICE
(PER RECORDS)

EX. 6" SAN SERVICE
(PER RECORDS)

EX. 6" SAN SERVICE
(PER RECORDS)

EX. 50' INGRESS & EGRESS & UTILITY
EASEMENT O.R. 6029, P. 1287

EX. GRADING AND TEMPORARY
CONSTRUCTION EASEMENT
O.R. 6029, P. 1287

EXISTING DRIVE
(BIRDIE LANE)

EXIS
PNC

PROP. PRIVATE DRIVE

NEW DRAINAGE LANE

S 0517'47" W 312.48'

S 0517'47" W 727.85'

S 0517'47" W 215.39'

20' U.L. & P.D.E.
P.E. 1550, PGS.
B-C

10' U.L. & P.D.E.
P.E. 1550, PGS.
A-C

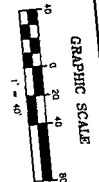
UNDERGROUND UTILITIES
BEFORE YOU DIG
CALL 811
PHONE: 1-800-735-4000
WWW.CALL811.ORG

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The utility information shown on this plan is based on the information provided by the utility companies and is not a guarantee of the location and depth of the utilities. The user is responsible for verifying the location and depth of the utilities before any excavation work is performed.

EXHIBIT C

PRINCETON & GILMORE SUBDIVISION
SITUATED IN
SECTION 19, TOWN 2, RANGE 3
FAIRFIELD TOWNSHIP
BUTLER COUNTY, OHIO



tga
THOMAS
GRAHAM
ASSOCIATES, INC.
• Engineers
• Surveyors
801 Conant Road
Cincinnati, OH 45221
Phone: 513-751-4300
Fax: 513-751-4308

Date: JAN. 9, 2015
Scale: 1" = 40'
Job No.: 7586
Revision:
No.:
Date:

Drawn By: J. K. HENDERSON
Job No: 7586-15

ACAD FILENAME: 7586_H08-LOB2_EXHIBIT.DWG