TRANSFER NOT NECESSARY
ROGER REYNOLDS, CPA
BY KO 10-20-15 DEPT.
AUDITOR, BUTLER CO., OHIO

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Fee Amt: $84.00 Page 1 of 9
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Butler County, Ohio
Dan Crank COUNTY RECORDER
File# 2015-00041918
BK 8841 PG 1505

010-27-006-3

AGREEMENT AS TO SIGN PANEL RIGHTS

This Agreement as to Sign Panel Rights (the "Agreement") is made as of this 6th day of OCTOBER 2015, between Anchor Gilmore, LLC, an Ohio limited liability company ("Declarant") and Anchor Gilmore HL, LLC, an Ohio limited liability company ("Lot Owner") under the following circumstances:

A. Declarant is the "Declarant" under that certain Declaration of Covenants and Restrictions and Reservation of Easements as set forth in Official Record Book 8778, Page 334 of the Butler County, Ohio Records (the "Declaration").

B. The Declaration affects the real property described therein, which real property is more particularly described in Exhibit A-1 and Exhibit A-2 (collectively, the "Declaration Property") attached hereto and made a part hereof.

C. The Declaration establishes an easement for the installation, use, maintenance and replacement of a "Pylon Sign" (as defined in the Declaration) and Section 3.3 of the Declaration provides that the Declarant shall have the right to assign rights to use panels on the Pylon Sign.

D. The Lot Owner is the owner of the real property more particularly described in Exhibit B attached hereto and made a part hereof (the "Lot"), which real property is located in the general vicinity of the Declaration Property.

E. Declarant desires to assign the right to use a panel on the Pylon Sign to the Lot Owner and to all future owners of the Lot.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant and Lot Owner hereby covenant and agree as follows:

1. Declarant hereby assigns to Lot Owner and to all future owners of the Lot, as an easement for the benefit of and appurtenant to the Lot, a perpetual right and easement to install, use, maintain, repair and replace a single sign panel (the "Panel") at the location on the Pylon Sign identified on Exhibit C attached hereto and made a part hereof. The Panel shall be utilized solely to identify the business being operated on the Lot and shall be subject to the terms and conditions regarding the use of panels and the Pylon Sign as contained in the Declaration.

2. The owner of the Lot shall be responsible for all costs associated with the installation, use, maintenance, repair and replacement of the Panel and for any damage caused to the Pylon Sign, other sign panels located on the Pylon Sign, or any of the Declaration Property arising as a result of the owner of the Lot's use of the easement rights granted herein. By exercise of the rights granted herein, the Lot Owner and all future owners of the Lot agree to indemnify and hold harmless the Declarant and any and all other users of the Sign Panel from and against any and all costs, expenses, liabilities, damages or claims, including but not limited to reasonable attorney's fees and costs, arising as a result of activities by or the direction of the Lot Owner or future owners of the Lot related to the Panel or the Pylon Sign.

3. The owner of the Lot shall be responsible for reimbursing Declarant for the Lot's proportionate share of the cost incurred by Declarant in maintaining, repairing or replacing the structure and energy systems for the Pylon Sign, providing insurance coverage for the Pylon Sign, and administrative costs, all as contemplated in Section 3.2 of the Declaration. The Lot's proportionate share of the above described costs shall be calculated as a fraction of such costs, the numerator of which shall be the face area of the Panel and the denominator of which shall be the total face area of all panels on the Pylon Sign.

4. The Lot Owner, for itself and on behalf of all future owners of the Lot, hereby accepts the assignment of rights as to the Panel and the conditions, restrictions and obligations related to the same as contained in this Agreement and in the Declaration, including but not limited to, the right of others to file a lien on the Lot for the failure to pay sums due hereunder.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. If any provisions or portions hereof be deemed invalid or unenforceable, the remainder of the application of such provisions or portions thereof to any person or circumstance shall not be affected thereby and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. The easements, covenants and restrictions contained in this Agreement shall run with the real property affected thereby and shall be appurtenant to the real property benefitted thereby.

7. This Declaration shall not create an association, partnership, joint venture or a principal and agency relationship between the owners of any portion of the Declaration Property or the Lot or their respective tenants or licensees.

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



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9. 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.

10. None of the rights created by this Agreement shall be merged or terminated due to the common ownership of any of the real property subject to this Agreement or the Declaration.

[SIGNATURE PAGES FOLLOW]



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ANCHOR GILMORE, LLC,
an Ohio limited liability company

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

By: _____
Thomas W. Bowers, President

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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

STATE OF KENTUCKY)
) SS:
COUNTY OF KENTON)

The foregoing instrument was acknowledged before me this 6th day of OCTOBER, 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.

_____
Notary Public

COMMONWEALTH OF KENTUCKY
UNITED WE STAND
DIVIDED WE FALL

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

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

The foregoing instrument was acknowledged before me this 6th day of OCTOBER 2015 by Thomas W. Bowers, the President of Anchor Properties, Inc., as the manager of Anchor Gilmore, LLC, an Ohio limited liability company, as the sole member of Anchor Gilmore HL, LLC, an Ohio limited liability company, on behalf of 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, Esq.
Griffin Fletcher & Herndon LLP
3500 Red Bank Road
Cincinnati, Ohio 45227

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EXHIBIT A-1

Situated in Section 19, Town 2, Range 3, Fairfield Township, Butler County, Ohio, being part of Lot 430, and being all of Lot 3 (also known as Lot 8932) of the Princeton and Gilmore Subdivision, as shown and delineated on that certain plat of said subdivision recorded in Volume 8085, Page 2068, of the Official Record of Butler County, Ohio.

Being the same property conveyed to Professional Resource Development, Inc. (the current owner thereof) in Official Record Book 8778, Page 345, Butler County, Ohio Recorder's Records.

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EXHIBIT A-2

Situated in Section 19, Town 2, Range 3, Fairfield Township, Butler County, Ohio, being part of Lot 430, and being all of Lot 4 (also known as Lot 8933) of the Princeton and Gilmore Subdivision, as shown and delineated on that certain plat of said subdivision recorded in Volume 8085, Page 2068, of the Official Record of Butler County, Ohio.

Being a portion of the same property conveyed to Anchor Gilmore, LLC (the current owner thereof) in Official Record Book 8029, Page 1285, Butler County, Ohio Recorder's Records.

EXHIBIT B

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.

Being a portion of the property conveyed to Anchor Gilmore HL, LLC (the current owner thereof) in Official Record Book 8792, Page 630, Butler County, Ohio Recorder's Records.

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EXHIBIT C

