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TRANSFER NOT NECESSARY
JAMES M. BROWN
BY 9-18-91 DEPT.
AUDITOR, BUTLER COUNTY, OHIO

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RECORD Deed

FEE 36-

RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

Al. Neyer, Inc., an Ohio corporation ("Neyer"), The Kruse Hardware Company, Inc., an Ohio corporation ("Kruse"), and Heritage Bag Company, a Texas corporation ("Heritage"), as of this 4th day of September, 1991, agree as follows:

(1) Recitals.

1.1 Heritage is the owner of a 6.396 acre tract of real property located in Union Township, Butler County, Ohio and more particularly described on the attached Exhibit "A" ("Heritage Property"). Neyer is the owner of a 7.842 acre tract of real property adjacent to and to the north of the Heritage Property described on the attached Exhibit "B" ("Neyer North Property") and a 3.00 acre tract of real property adjacent to and to the south of the Heritage Property more fully described on the attached Exhibit "C" ("Neyer South Property"). Kruse is the owner of a 14.995 acre tract of real property adjacent to and to the south of the Neyer South Property described on the attached Exhibit "D" ("Kruse Property").

1.2 Neyer, Kruse and Heritage desire to grant reciprocal easements and to establish standards and procedures regarding maintenance and use of such easements for the mutual benefit of the Neyer North Property, the Heritage Property, the Neyer South Property and the Kruse Property.

1.3 On June 15, 1988, by a deed recorded in Volume 1635, Page 639 of the Records of the Butler County Recorder (the "Kruse Deed"), Neyer conveyed the Kruse Property to Kruse and reserved for itself and the benefit of the owners of the Neyer North Property, the Neyer South Property and the Heritage Property certain easements over the Kruse Property.

1.4 The parties hereto have agreed to execute this Reciprocal Easement and Maintenance Agreement to confirm the existence of the easements reserved in the Kruse Deed and to establish a joint arrangement of the maintenance of such easements.

(2) Easements for Ingress and Egress.

2.1 Kruse hereby grants to Heritage and Neyer, in favor of the Heritage Property, the Neyer South Property and the Neyer North Property, a non-exclusive easement Fifty (50) feet in width for vehicular and pedestrian ingress and egress over the real estate described on the attached Exhibit "E" ("Access Easement").

2.2 Neyer, Kruse and Heritage agree to maintain the roadway ("Access Road") within the Access Easement in a first class, usable condition and in good repair, free and clear of unreasonable accumulations of snow, ice, leaves and rubbish and

free from obstructions of any kind and regularly patched, striped and resurfaced, as appropriate or necessary to maintain such Access Easement in a first class, usable condition and in good repair. Neyer, Kruse and Heritage agree that they shall jointly share the cost of maintaining the Access Road, which abuts the Heritage Property and the Neyer North Property to the east, with the owners of the following parcels being responsible for the following percentages of any such maintenance costs: Neyer North Property/20%; Heritage Property/40%; and Kruse Property/40%. In the event that the Access Road is not used as the primary means of ingress and egress by the owner of the Neyer North Property immediately following the construction and occupancy of a building on the Neyer North Property, the easement granted hereby in favor of the Neyer North Property shall terminate and the owner of such property shall have no further obligation to contribute to the costs of such maintenance. In that event, the owners of the Kruse Property and the Heritage Property shall share the costs of such maintenance on a 50/50 basis.

(3) Railroad Easements. Heritage hereby grants to Kruse and Neyer a non-exclusive easement Seventy (70) feet in width for railroad purposes over the real estate described on the attached Exhibit "F" (the "Heritage Railroad Easement"). Kruse hereby grants to Heritage and Neyer a non-exclusive easement for railroad purposes over the real estate described on the attached Exhibit "G" (the "Kruse Railroad Easement"). Neyer hereby grants to Heritage in favor of the Heritage Property, a non-exclusive easement for railroad purposes over the real estate described on the attached Exhibit "H" (the "Neyer South Railroad Easement").

(4) Utility Easements.

4.1 In Favor of Heritage and Neyer.

4.1.1 Kruse hereby grants to Heritage and Neyer, in favor of the Heritage Property, the Neyer South Property and the Neyer North Property, (i) a non-exclusive easement for the installation, use, maintenance, repair and replacement of all necessary overground and underground facilities for the supply of gas, water, electrical power, telephone, telecommunications, cable television or other utilities to, or the disposal of sewage and waste from, the Heritage Property, the Neyer South Property and the Neyer North Property and (ii) a non-exclusive, underground and on-grade easement for drainage from the Heritage Property, the Neyer South Property and the Neyer North Property. Both of such easements (together, the "Facilities Easement") shall be Fifty (50) feet in width and shall be within the real estate described on attached Exhibit "E".

4.1.2 The location of all facilities placed and all work undertaken by Heritage and Neyer to install, use, maintain, repair and replace such facilities within the Facilities Easement will be undertaken in such a manner so as to: (a) not relocate any existing facilities within the Facilities Easement without the consent of Kruse; (b) minimize disruption or interference with the use and enjoyment of existing facilities within the Facilities Easement; and (c) not unreasonably interfere with Neyer's, Heritage's or Kruse's right to use the Facilities Easement for ingress and egress.

4.2 In Favor Kruse and Neyer.

4.2.1 Heritage hereby grants to Kruse and Neyer (i) a non-exclusive easement for the installation, use, maintenance, repair and replacement of all necessary overground and underground facilities for the supply of gas, water, electrical power, telephone, telecommunications, cable television or other utilities or the disposal of sewage and waste and (ii) a non-exclusive, underground and on-grade easement for drainage from the Kruse Property. Both of such easements (together, the "Heritage Facilities Easement") shall be Fifty (50) feet in width and shall be within the real estate described on attached Exhibit "F".

4.2.2 The location of all facilities placed and all work undertaken by Kruse and Neyer to install, use, maintain, repair and replace such facilities within the Heritage Facilities Easement will be undertaken in such a manner so as to: (a) not relocate any existing facilities within the Heritage Facilities Easement without the consent of Heritage; and (b) minimize disruption or interference with the use and enjoyment of existing facilities within the Heritage Facilities Easement.

(5) Installation of Utilities, Restoration of Area.

5.1 Promptly upon the completion of any work by Heritage or Neyer within the Facilities Easement, Heritage and Neyer shall pay their respective costs thereof and will restore the Facilities Easement to the condition existing prior to the commencement of such work.

5.2 Promptly upon the completion of any work by Kruse within the Kruse Facilities Easement, Kruse shall pay the costs thereof and will restore the Kruse Facilities Easement to the condition existing prior to the commencement of such work.

(6) Easements to Run with the Land. The easements and covenants contained in this Agreement are perpetual and shall run with the land and shall be binding upon and inure to the benefit of

all present and future owners of the Neyer North Property, the Neyer South Property, the Kruse Property and the Heritage Property, their respective heirs, successors and assigns except that the Railroad Easement granted in Section (3) hereof and the Heritage Facilities Easement granted in Section 4.2.2 hereof shall be binding upon and inure to the benefit of Kruse, Heritage and Neyer and their respective heirs, successors and assigns.

(7) Non-Performance. If any party to this Agreement shall fail to perform its obligations hereunder, any other party may,

upon Ten (10) days' prior written notice to the non-performing party, undertake to perform such obligations and may recover the actual cost of such performance from the non-performing party.

(8) Governing Law. This Agreement shall be governed by and construed in accordance with Ohio law.

WITNESSES:

AL. NEYER, INC., an Ohio corporation

BY: _____
Print Name: _____
Title: _____

Paul V. Muethling

HERITAGE BAG COMPANY, a Texas corporation

BY: _____
Print Name: MARTIN B. LOWE
Title: SECRETARY/TREASURER

THE KRUSE HARDWARE COMPANY, INC., an Ohio corporation

Robert McCormick

BY: _____
Print Name: _____
Title: _____

STATE OF OHIO)
:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 4th day of September, 1991 by Donald L. Neyer, President of Al. Neyer, Inc., an Ohio corporation, on behalf of the corporation.

JOHN C. KRUG, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission has no expiration date. Section 147.03 O.R.C.

_____
Notary Public

SEAL

STATE OF OHIO)
:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 4th day of September, 1991 by Martin B. Lowe, Secretary/Treasurer of Heritage Bag Company, a Texas corporation, on behalf of the corporation.

JOHN C. KRUG, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission has no expiration
Date. Section 147.03 O.R.C.

John C. Krug
Notary Public

STATE OF OHIO)
:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 16th day of September, 1991 by Geo. D. Houtkamp of The Kruse Hardware Company, Inc., an Ohio corporation, on behalf of the corporation.

Jennifer L. Bishop (Kempke)
Notary Public
JENNIFER L. KEMPKE
Notary Public, State of Ohio
My Commission Expires April 8, 1995

Prepared by:

Paul V. Muething
Keating, Muething & Klekamp
1800 Provident Tower
One East Fourth Street
P.O. Box 1800
Cincinnati, Ohio 45202
(513) 579-6517

EXHIBITS

"A" - Description of Heritage Property

"B" - Description of Neyer North Property

"C" - Description of Neyer South Property

"D" - Description of Kruse Property

"E" - Description of Access Easement and Facilities Easement

"F" - Description of Heritage Railroad Easement and Heritage Facilities Easement

"G" - Description of Kruse Railroad Easement

"H" - Description of Neyer South Railroad Easement

EXHIBIT "A"

Situated and being in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, being part of Lot No. 29 of Neyer Properties, Section Five, and described as follows:

Begin at a point found by measuring from the Southwest corner of said Lot No. 29 North 01°27'00" East, 1113.53 feet to the true point of beginning:

THENCE from the point of beginning thus found and continuing along the West property line of said Lot No. 29, North 01°27'00" East, 430.00 feet;

THENCE departing said West property line, South 88°39'11" East, 647.49 feet;

THENCE South 01°20'49" West, 430.00 feet;

THENCE North 88°39'11" West, 648.26 feet to the point of beginning; containing 6.396 acres of land and being subject to all easements and rights-of-way, of record.

The above-description was prepared from a survey by Keith R. Becker, Registered Surveyor No. 6220 in the State of Ohio, August, 1991.

EXHIBIT "B"

Situated and being in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, being part of Lot No. 29 of Neyer Properties, Section 5, and described as follows:

Begin at a point found by measuring from the Southwest corner of said Lot No. 29 North 01°27'00" East, 1543.53 feet to the true point of beginning:

THENCE from the point of beginning thus found and continuing along the West property line of said Lot No. 29, North 01°27'00" East, 527.99 feet to a point in the southerly right-of-way of Thunderbird Lane;

THENCE departing said West property line, along the southerly right-of-way of Thunderbird Lane, South 88°39'11" East, 646.54 feet;

THENCE South 01°20'49" West, 527.99 feet;

THENCE North 88°39'11" West, 647.49 feet to the point of beginning; containing 7.842 acres of land and being subject to all easements and rights-of-way, of record.

EXHIBIT "C"

Situated and being in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, being part of Lot No. 29 of Neyer Properties, Section 5, and described as follows:

Begin at a point found by measuring from the Southwest corner of said Lot No. 29 North 01°27'00" East, 912.00 feet to the true point of beginning:

THENCE from the point of beginning thus found and continuing along the West property line of said Lot No. 29, North 01°27'00" East, 201.53 feet;

THENCE departing said West property line, South 88°39'11" East, 648.26 feet;

THENCE South 01°20'49" West, 201.53 feet;

THENCE North 88°39'11" West, 648.63 feet to the point of beginning; containing 3.000 acres of land and being subject to all easements and rights-of-way, of record.

EXHIBIT "D"

Situated and being in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, being part of Lot #29 of Neyer Properties, Section Five, and described as follows:

Begin at the Southeast corner of said Lot #29, said corner being a concrete monument;

thence along the South line of said Lot #29, South 81°-28'-30" West, 710.79 feet to the Southwest corner of Lot #29,

thence along the West line of Lot #29, North 01°-27'-00" East, 912.00 feet;

thence leaving said West line of Lot #29, South 88°-39'-11" East, 648.63 feet;

thence North 01°-20'-49" East, 1159.52 feet to the South right-of-way line of Thunderbird Lane;

thence along said right-of-way, South 88°-39'-11" East, 50.00 feet to the Northeast corner of Lot #29;

thence leaving said right-of-way, South 01°-20'-49" West, 1949.65 feet to the point of beginning; containing 14.995 acres of land and being subject to all easements and rights-of-way of record.

EXHIBIT "E"

Situated and being in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, and being a part of Lot No. 29 of Neyer Properties, Section 5, being easements Fifty (50) feet in width, taken evenly off of the East line of said Lot No. 29 running from a point 991.66 feet North of the Southerly line of said lot to the Northerly line of said lot.

EXHIBIT "F"

Situated in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, being part of Lot No. 29 of Neyer Properties, Section Five, and being a Railroad, Utility and Drainage Easement more particularly described as follows:

Begin at a point found by measuring from the Southwest corner of said Lot No. 29, North 01°27'00" East, 1113.53 feet to the true point of beginning;

THENCE from the point of beginning thus found, North 01°27'00" East, 430.00 feet;

THENCE South 88°39'11" East, 70.00 feet;

THENCE South 01°27'00" West, 430.00 feet;

THENCE North 88°39'11" West, 70.00 feet to the point of beginning.

EXHIBIT "G"

Situated and being in Section 9, Town 2, Union Township, Butler County, Ohio, being part of a 14.995 acre tract of land and being a fifty (50) foot railroad easement, taken twenty-five (25) feet off each side of the following described centerline:

Begin at a point found by measuring from the Southeast corner of Lot #29 of Neyer Properties, Section Five, said corner being a concrete monument, South 81°-28'-30" West, 136.64 feet to the true point of beginning;

thence from the point of beginning thus found, North 79°-33'-00" West, 176.56 feet;

thence along a curve to the right, having a radius of 410.28 feet, 580.01 feet (chord - North 39°-03'-00" West, 532.91 feet);

thence North 01°-27'-00" East, 379.78 feet to a point in the North line of said 14.995 acre trace.

EXHIBIT "H"

Situated in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, being part of Lot #29 of Neyer Properties, Section Five, and being a Railroad, Utility and Drainage Easement more particularly described as follows:

Begin at a point found by measuring from the Southwest corner of said Part Lot #29, North 01°27'00" East, 912.00 feet to the true point of beginning;

thence	from the point of beginning thus found, North 01°27'00" East, 201.53 feet;
thence	South 88°39'11" East, 105.00 feet;
thence	South 08°37'51" West, 203.17 feet;
thence	North 88°39'11" West, 79.60 feet to the point of beginning.