

TRANSFER NOT NECESSARY

By: Cheryl Gabbard

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Dusty Rhodes

Hamilton County Auditor

Scott Crowley
 Hamilton County Recorder's Office
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**INGRESS/EGRESS, TEMPORARY CONSTRUCTION,
AND SLOPE EASEMENT AGREEMENT**

T N N

This Ingress/Egress, Temporary Construction, and Slope Easement ("Agreement") is made this 11th day of April, 2022 (being the date that this agreement is fully executed) by and between RUTH ANN VOLZ, aka ANN R. VOLZ, unmarried, THOMAS G. VOLZ, unmarried, and ANN P. WISSEMEIER, nka ANN P. VOLZ, unmarried, all of Hamilton County, Ohio (hereinafter sometimes referred to collectively as "Volz"), and H & L 2, LLC, an Ohio limited liability company (hereafter sometimes referred to as "H&L").

WHEREAS, Volz owns the property at 5981 Harrison Avenue, Cincinnati, OH 45248 (Hamilton County Auditor's parcel numbers 550-183-(10, 11, 12, 114 cons.), having acquired title to the same by deeds recorded in Hamilton County OR Book 11078 page 1453; in OR Book 7614 page 2110, and in Deed Book 4403 page 471, as more particularly described in Exhibit A-1 and reflected on the site plan attached as Exhibit A-2 ("Volz Parcel"); and

WHEREAS, H&L owns the parcel adjoining the northernly line of the Volz Parcel, H&L's parcel being Hamilton County Auditor's parcel number 550-183-2, having acquired title to the same by a deed recorded December 17, 2008 in Hamilton County OR Book 11022, Page 1098 and a deed recorded December 17, 2008 in Hamilton County OR Book 11022, Page 1101, as more particularly described in Exhibit B-1 and reflected on the site plan attached as Exhibit B-2 (the "H&L Parcel"); and

WHEREAS, Volz desires to convey to H&L, its successors, assigns, and transferees, and H&L desires to accept from Volz, a perpetual, non-exclusive easement over the Volz Parcel for ingress/egress to and from Harrison Avenue and utility purposes, under the terms and conditions set forth herein; and

WHEREAS, H&L desires to convey to Volz, its successors, assigns, and transferees, and Volz desires to accept from H&L, a temporary, non-exclusive construction and slope easement over the H&L Parcel for purposes of remediating soil thereon, under the terms and conditions set forth herein; and

WHEREAS, H&L and Volz may each hereafter be referred to as a "Party," or collectively as the "Parties"; and

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

A. Access Easement

1. Grant of Access Easement. Volz hereby conveys to H&L, its successors, assigns, and transferees, as owner(s) of the H&L Parcel, a perpetual, nonexclusive easement for pedestrian, passenger vehicle, and/or commercial vehicle ingress, egress, and access to and from the H&L Parcel and Harrison Road, a public right-of-way (the "Access Easement"), on, over, and through a portion of the existing driveway and parking lot (the "Parking Lot") located on the Volz Parcel described on Exhibit C-1, attached hereto, and being depicted on Exhibit C-2 (the "Access Easement Area").

2. Construction and Maintenance.

a. Access Drive Construction. H&L, at its sole cost and expense, shall have the right to construct such drives or other improvements reasonably necessary to access the H&L parcel from the Parking Lot. Prior to commencing any such construction, H&L shall provide fully developed construction plans (the "Construction Plans") to Volz for review and approval, which shall be granted or denied within ten (10) business days after receipt by Volz. In performing such work, H&L shall see that such construction is completed in a good and workmanlike manner, lien-free, in accordance with all applicable laws, statutes and ordinances, and in strict compliance with the Construction Plans. All of H&L contractors and subcontractors in performing such work shall carry builder's risk and liability insurance consistent with commercially reasonable practice for the Greater Cincinnati area.

Notwithstanding the foregoing, Volz shall have the right, but not the obligation, to extend the Parking Lot or construct additional drives, sidewalks, surface roads and similar improvements within the Access Easement Area, at its sole cost and expense.

b. Maintenance. Volz shall be responsible for the ongoing maintenance and repair of the Access Easement Area. Volz, at its sole cost and expense, shall maintain the drive portion of the Parking Lot in good condition and repair. Notwithstanding the foregoing provision, to the extent that damage to drive is caused by the gross negligence or willful misconduct of H&L, its employees, contractors, guests, invitees or assigns, H&L shall promptly, but in no case more than ten (10) days after demand, reimburse Volz for the costs and expenses incurred in repairing such damage. In the event that H&L elects to construct a drive for access to the H&L parcel from the Parking Lot, then H&L, at its sole cost and expense, shall maintain, repair and replace such drive so as to be maintained in good condition and repair.

3. No Obstructions. No buildings or other structures shall be constructed in the Access/Utility Easement Area, nor shall any excavating or filling be done that would impair the exercise of the rights of H&L to use the Access/Utility Easement. Neither Volz nor H&L shall cause or allow any obstruction or interference of any kind to exist in the Access Easement Area which would hinder or interfere with the rights granted herein or with the full and free movement of vehicular and pedestrian traffic; provided, however, that it shall not be a violation of this Agreement for temporary obstructions to exist during periods of construction, repair, or maintenance.

B. Utility Easement

1. Grant of Utility Easement. Volz hereby conveys to H&L, its successors, assigns, and transferees, as owner(s) of the H&L Parcel, a perpetual, nonexclusive easement for the installation, maintenance, repair and replacement of utilities (the "Utility Easement"; collectively, with the Access Easement, the "Easements") under and through that portion of the Volz Parcel, being described on Exhibit D-1 and being depicted on Exhibit D-2 (the "Utility Easement Area"; collectively, with the Access Easement Area, the "Easement Areas").

2. Construction and Maintenance.

a. Utility Installation. H&L agrees that all utility services within the Utility Easement Area shall be located underground, and such installations shall at all times comply with all applicable codes, laws, and regulations by federal, state, and local agencies and governments. H&L shall install and maintain the aforesaid utility services in a good and workmanlike manner, lien-free, and at H&L's sole expense. The parties hereby acknowledge and agree that a portion of the Utility Easement Area is located within the Parking Lot, and H&L agrees that it shall be responsible, at its sole cost and expense to restore the Utility Easement Area to its condition prior to H&L's installation of the utility services. In the event that H&L reasonably anticipates that the utility service installations will require the temporary displacement of parking spaces within the Parking Lot, then H&L shall provide not less than ten (10) business days' notice of such disruption to Volz to allow for proper notification of tenants of the Volz parcel.

In addition, Volz shall have the right to locate other utility lines within the Utility Easement Area, provided that any utility facilities installed by or used by H&L in the Access/Utility Easement Area are not damaged, disrupted or impaired.

b. Maintenance. H&L shall be responsible, at its sole cost and expense, for the ongoing maintenance, repair and replacement of its utility services located within the Utility Easement Area. In the event that H&L reasonably determines that its maintenance, repair or replacement work under this Section will require the temporary displacement of parking spaces within the Parking Lot, then H&L shall provide not less than ten (10) business days' notice of such disruption to Volz to allow for proper notification of tenants of the Volz parcel.

3. No Obstructions. No buildings or other permanent structures may be constructed with the Easement Areas, and no fencing placed or excavation or filling done which would impair the exercise of the rights of H&L to use the Utility Easement Area under this Agreement. The foregoing shall not be deemed to prevent Volz's use of the Utility Easement Area for parking.

C. Slope Easement & Temporary Construction Easement

1. Grant of Slope Easement. H&L hereby conveys to Volz and its successors and assigns a slope easement on, over, and through the H&L Parcel for the remediation of unstable and unapproved fill and the construction, fill, and repair of slopes and embankments at such an angle as will hold the material of said slopes in repose against ordinary erosion ("Slope Easement").

2. Grant of Temporary Construction Easement. H&L hereby conveys to Volz and its successors and assigns a temporary construction easement ("Temporary Construction Easement") on, over, and through the H&L Parcel reasonably necessary to perform its obligations with respect to the Slope Easement.

3. Volz Slope Easement Obligations. Volz covenants that it shall establish and maintain the Slope Easement in accordance with the Slope Easement Guidelines set forth in Exhibit E attached hereto, prepared by Civil Solutions Engineers and approved by the Hamilton County Soil and Water Conservation District in July 2021 in connection with the resolution of Hamilton County Common Pleas Case No. A2101804.

4. Temporary Construction Easement & Slope Easement Costs. Volz shall be responsible for the payment of all costs and expenses incurred in carrying out its obligations in connection with the Slope Easement and Temporary Construction Easement. Volz shall be responsible for any damage to the H&L Parcel, beyond ordinary wear and tear, which may be caused by construction or other activities performed by Volz in connection with the Slope Easement. Volz shall be solely responsible for applying for and pursuing any and all governmental approvals for its work in connection with the Slope Easement; provided, however, that H&L shall cooperate as reasonably necessary to assist Volz in obtaining such permits and approvals if required by the issuing authority. Notwithstanding the foregoing, H&L shall not be required to incur any out of pocket expenses in connection with its obligation to cooperate set forth in the preceding sentence.

5. Termination. The Slope Easement and Temporary Construction Easement shall both terminate upon completion by Volz of the remediation of the unapproved fill from the H&L Parcel and completion of the construction, fill, and repair of slopes and embankments on the H&L Parcel in accordance with the Slope Easement Guidelines.

D. Miscellaneous

1. Benefitted/Burdened Parties.

a. Access/Utility Easement. The Access/Utility Easement shall run with the land, and shall be binding upon, and shall inure to the benefit of the Volz and H&L, and their respective heirs, beneficiaries, executors, administrators, successors, assigns, and transferees forever. Without limiting the foregoing, the Access/Utility Easement shall inure the benefit of the lessees of all or any part of the H&L Parcel, and the customers, invitees, licensees, employees, and agents of such lessees or the owner of the H&L Parcel. Notwithstanding the foregoing, (i) the Access/Utility Easement and the covenants granted in this Agreement relating to such easement may be enforced only by the then current owner(s) of the Volz Parcel and the H&L Parcel; (ii) any amendment to this Agreement with respect to the Access/Utility Easement and the covenants granted in this Agreement relating to such easement shall require the written consent of the owner of the H&L Parcel and the Volz Parcel, but shall not require the consent of any other party; and (iii) this Agreement has no third-party beneficiaries except as expressly set forth in Section C hereof.

b. Slope Easement & Temporary Construction Easement. The Slope Easement and Temporary Construction Easement granted herein are both easements in gross, and both easements and any covenants relating thereto granted in this Agreement shall be personal in nature and shall not run with the land, nor burden or benefit any successors, assigns, or transferees of Volz as owner(s) of the Volz Parcel. Any amendment to the Slope Easement or the Temporary Construction Easement, or any of the covenants relating thereto, shall require the written consent of H&L and Volz.

2. Indemnification.

a. Each Party shall indemnify and hold each other harmless from and against any and all third party claims, costs, liabilities, damages and losses and incidental expenses resulting from injury to or death of persons or damage to property arising out of the use by the indemnifying Party, or its customers, invitees, licensees, employees, and agents of the easements granted herein, unless the injury, death or property damage was sustained as a result of the negligent or wrongful acts of the indemnified party, or its agents or employees.

b. If because of the act or omission of a Party ("Indemnifying Party"), or anyone claiming by, through or under that Party, any mechanic's lien or order or claim for the payment of money ("Claim") is filed against a Parcel (or any part thereof) owned by another Party (the "Indemnified Party") and is filed in connection with the work performed by or on behalf of the Indemnifying Party pursuant to the terms of this Agreement (whether or not such Claim is valid or enforceable as such), the Indemnifying Party, at its sole cost and expense, shall cause such Claim to be canceled and discharged of record within sixty (60) days after the filing thereof by payment, bonding or otherwise as provided by law. The Indemnifying Party shall indemnify, defend, save and hold harmless the Indemnified Party from and against any third party claim, loss, damage, cost, expense or liability,

including without limitation reasonable attorneys' fees resulting from the Indemnifying Party's failure to comply with this Section C.2.

3. Insurance. Each Party covenants that it shall carry and maintain at its own expense throughout the term of this Agreement, general liability insurance covering their respective easement areas, and each party's use thereof as grantee, including a contractual liability endorsement covering the indemnification set forth in Section C.2 hereof, in reputable companies license to insure in the State of Ohio with a minimum single limit coverage of at least \$1,000,000 per occurrence.

4. Default. In the event of a breach or threatened breach by a Party or its privies of any of the terms, covenants, restrictions or conditions hereof, which breach or threatened breach remains uncured after ten (10) days' prior written notice (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 10-day period, the defaulting Party commences such cure within such 10-day period and thereafter diligently prosecutes such cure to completion), the other Party shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance, together with such Party's reasonable attorney's fees incurred in seeking same.

5. No Dedication. This Agreement shall not be construed to create a gift or dedication of any part of the H&L Parcel or the Volz Parcel for any public use or purpose.

6. Severability. If any term or provision of this Agreement or its applicability to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement will not be affected and each term or provision will operate independently to the fullest extent permitted by law.

7. Counterparts. This Agreement may be executed in multiple counterparts, and each counterpart will be considered as an original.

8. No Termination upon Breach. The Parties agree that no breach of any covenant or agreement contained in this Agreement may result in a termination of the easements, covenants and other rights granted or created herein.

9. Any mortgage affecting any portion of the H&L Parcel or the Volz Parcel shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure shall acquire title subject to all of the terms and provisions of this Agreement.

10. The easements and other rights established and created by this Agreement shall not merge or be otherwise impaired or affected by reason of the common ownership of all or any portion of the parcels benefited and burdened by this Agreement.

11. The Party granting each easement or covenant herein (each, a “Granting Party”) warrants that, with respect to the easement and/or covenant granted in this Agreement, that the Granting Party has the full power to grant such easements and covenants, that the Granting Party will defend the same against the claims of all persons whomsoever.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has executed this instrument on the dates indicated below but effective as of the date first written above.

VOLZ:

Ruth Ann Volz aka Ann R. Volz

This is an acknowledgment certificate; no oath or affirmation was given with respect to this notarial act.

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 11th day of April, 2022, by Ruth Ann Volz, aka Ann R. Volz, unmarried.  

Notary Public
My Commission Expires:



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

IN WITNESS WHEREOF, the undersigned has executed this instrument on the dates indicated below but effective as of the date first written above.

VOLZ:

Ann P. Volz
Ann P. Wissemeier nka Ann P. Volz

This is an acknowledgment certificate; no oath or affirmation was given with respect to this notarial act.

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 11th day of April, 2022, by Ann P. Wissemeier nka Ann P. Volz, unmarried.



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


Notary Public
My Commission Expires: 12/14

IN WITNESS WHEREOF, the undersigned has executed this instrument on the dates indicated below but effective as of the date first written above.

VOLZ:


Thomas G. Volz

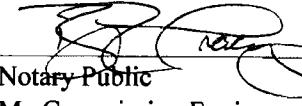
This is an acknowledgment certificate; no oath or affirmation was given with respect to this notarial act.

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

The foregoing instrument was acknowledged before me this 11th day of April, 2022, by Thomas G. Volz, unmarried.



BRIAN R. TRACY
Attorney at Law
Notary Public State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.


Notary Public
My Commission Expires: 01/24

IN WITNESS WHEREOF, the undersigned has executed this instrument on the dates indicated below but effective as of the date first written above.

H&L:

H & L 2, LLC, an Ohio limited liability company

By: Joseph Haehnle
Name: Joseph Haehnle
Title: Member

Dated: Feb. 18, 2022

This is an acknowledgment certificate; no oath or affirmation was given with respect to this notarial act.

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 18 day of January, 2022, by
Joseph Hatchie Mankin of H & L 2, LLC, an Ohio limited liability company, on
behalf of the company..

Notary Public
My Commission Expires

CHRISTOPHER H. HURLBURT, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date, Section 147.03 Q.R.C.

This Instrument Prepared By: Christopher H. Hurlburt, Esq. | LINDHORST & DREIDAME CO., LPA | 312 Walnut Street, Suite 3100, Cincinnati, OH 45202 | (513) 421-6630 | churlburt@lindhorstlaw.com

EXHIBIT A-1

Volz Parcel Legal Description

SITUATE IN THE NORTHWEST QUARTER OF SECTION 22, TOWN 2, FRACTIONAL RANGE 2, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE IN THE WEST LINE OF SAID SECTION 1070.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION; THENCE NORTH 65°52' EAST 752.45 FEET TO A POINT IN THE CENTER OF HARRISON PIKE; THENCE WITH THE CENTER OF SAID PIKE SOUTH 22°00' EAST 11.64 FEET; THENCE SOUTH 37°00' EAST 59.20 FEET; THENCE SOUTH 59° 55' WEST 168.25 FEET; THENCE SOUTH 10° 42' EAST 49.30 FEET; THENCE SOUTH 65° 32' WEST 278.90 FEET; THENCE SOUTH 16° 04' EAST 102.05 FEET; THENCE SOUTH 65° 36' WEST 413.30 FEET TO A STAKE IN THE WEST LINE OF SAID SECTION; THENCE NORTH 2° 30' EAST 268.03 FEET TO THE PLACE OF BEGINNING EXCEPTING THEREFROM THE RIGHT OF WAY TO THE CHESAPEAKE AND OHIO RAILWAY COMPANY OF INDIANA, 80 FEET IN WIDTH, AS NOW LOCATED THROUGH SAID LANDS. SO MUCH OF THE ABOVE DESCRIBED LAND AS LIES WITHIN HARRISON PIKE IS SUBJECT TO THE RIGHT OF THE PUBLIC TO USE THE SAME FOR ROAD PURPOSES.

APN: 550-183-10, 11

ALSO, THE FOLLOWING UNREGISTERED LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SITUATE IN SECTION 22, TOWN 2, FRACTIONAL RANGE 2, GREEN TOWNSHIP, HAMILTON COUNTY, OHIO. COMMENCING AT A POINT AT THE MOST EASTERLY SOUTHEAST CORNER OF REGISTERED LAND CERTIFICATE NO. 300; THENCE SOUTH 59 DEGREES 55 MINUTES WEST, A DISTANCE OF 168.25 FEET TO A POINT; THENCE SOUTH 10 DEGREES 42 MINUTES EAST, A DISTANCE OF 49.30 FEET TO A POINT; THENCE SOUTH 65 DEGREES 32 MINUTES WEST, A DISTANCE OF 119.10 FEET TO A POINT FOR THE PLACE OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING SOUTH 65 DEGREES 32 MINUTES WEST, A DISTANCE OF 80.00 FEET TO A POINT; THENCE NORTH 25 DEGREES 52 MINUTES WEST, A DISTANCE OF 137.00 FEET TO A POINT; THENCE NORTH 65 DEGREES 52 MINUTES EAST, A DISTANCE OF 80.03 FEET TO A POINT; THENCE SOUTH 25 DEGREES 62 MINUTES EAST, A DISTANCE OF 136.56 FEET TO A POINT THE PLACE OF BEGINNING, CONTAINING 0.251 ACRES MORE OR LESS.

APN: 550-183-114

PARCEL II:

SITUATE IN SECTION 22, TOWNSHIP 2, FRACTIONAL RANGE 2 OF THE MIAMI PURCHASE, GREEN TOWNSHIP, COUNTY OF HAMILTON AND STATE OF OHIO, AND BEGINNING AT A POINT IN THE CENTER OF THE CINCINNATI AND HARRISON TURNPIKE 860.44 FEET, MEASURED ALONG THE CENTER OF SAID PIKE FROM THE NORTH LINE OF SAID SECTION 22 OF GREEN TOWNSHIP, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT OF LAND REGISTERED IN THE NAME OF FREDERICK KUHN, IN REGISTERED LAND CAUSE NO. 113, COMMON PLEAS COURT, AND AS SHOWN ON THE PLAT IN SAID PROCEEDINGS, AND WHICH PLAT IS ALSO SHOWN IN REGISTERED LANDS REGISTER OF TITLES BOOK #2, PAGE 300 IN THE RECORDER'S OFFICE OF HAMILTON COUNTY, OHIO; THENCE SOUTH 59 DEGREES 55 MINUTES WEST, 168.25 FEET TO A POINT MARKED BY A POST; THENCE SOUTH 10 DEGREES 42 MINUTES EAST, 49.30 FEET TO A POINT IN THE NORTH LINE OF A TRACT OF GROUND FORMERLY OWNED BY H. M. BIRKENKAMP; THENCE NORTH 65 DEGREES 36 MINUTES EAST, 192.72 FEET TO A POINT IN THE CENTER OF THE HARRISON PIKE; THENCE NORTH 37 DEGREES WEST ALONG THE CENTER OF SAID PIKE, 65 FEET TO THE PLACE OF BEGINNING; CONTAINING 0.235 ACRES. OF LAND; EXCEPTING THEREFROM ALL LEGAL HIGHWAYS.

APN: 550-183-12

EXHIBIT A-2

Volz Parcel Site Plan



EXHIBIT B-1
H&L Parcel Legal Description

Situated in Section 22 & 28, Town 2, Fractional Range 2, Green Township and being more particularly described as follows:

COMMENCING at the Northwest corner of Section 22 and Northeast corner of Section 28; thence, S 2°41'16" W, 277.50 feet along the West line of Section 22 to the point and place of beginning; thence, with an arc of a curve bearing to the right, having a radius of 2934.93 feet, a distance of 185.15 feet to a point, being subtended by a chord of 285.04 feet an a bearing of S 39°21'49" E; thence, S 26°10'03" E, 125.06 feet to a point; thence, with an arch of a curve bearing to the right, having a radius of 2914.93 feet, a distance of 289.88 feet to a point, being subtended by a chord of 299.75 feet an a bearing of S 31°12'48" E; thence, S 64°47'00" W, 107.00 feet to a point; thence, N 47°19'17" W, 321.34 feet to a point; thence, S 54°47'00" W, 83.20 feet to a point; thence, N 2°23'33" E, 141.24 feet to a point; thence, N 30°49'47" W, 249.44 feet to a point; thence, N 87°44'00" W, 255.10 feet to a point; thence, N 1°46'34" E, 348.00 feet to a point; thence, S 87°56'45" E, 71.18 feet to a point; thence, S 50°21'00" E, 405.55 feet to a point and place of beginning. Contains 5.00 acres, more or less. Subject to all easements of record.

The Premises are shown on a print of survey prepared by Robert P. Scheve, No. 6362, Niemeier Associates, 4484 Harrison Avenue, Cincinnati, Ohio 45211, incorporated herein by reference.

BEING a portion of the property acquired by The Cincinnati and Indiana Western Railway Company, a predecessor of Grantee, by the following instruments, recorded among the Public Land Records of Hamilton County, Ohio:

<u>Acquired From</u>	<u>Date of Instrument</u>	<u>Book</u>	<u>Page</u>
Denn Beacon, et ux	07/09/1902	877	453
John Haner, et ux	07/14/1902	877	414
Sarah Sheppard, et al	07/12/1902	883	48
Susan Snyder, et vir	07/23/1902	877	435

AND BEING a portion of the property acquired by The Chesapeake and Ohio Railway Company by the following instruments recorded as aforesaid:

<u>Acquired From</u>	<u>Date of Instrument</u>	<u>Book</u>	<u>Page</u>
Clifford Greiser, et ux	09/02/1950	2444	229
Elizabeth Greiser, et vir	12/02/1950	2455	369
Joseph Feldkamp	12/02/1950	2454	510
Anthony Heim, et ux	12/02/1950	2455	354

Effective June 1, 1903, The Cincinnati and Indiana Western Railway Company consolidated with the Chicago, Cincinnati and Louisville Railway Company. Under foreclosure proceedings and conveyances effective July 28, 1910, the Chicago, Cincinnati and Louisville Railway Company merged into The Chesapeake and Ohio Railway Company of Indiana. Effective October 1, 1934, The Chesapeake and Ohio Railway Company of Indiana merged into The Chesapeake and Ohio Railway Company. Effective September 2, 1987, The Chesapeake and Ohio Railway Company was merged into CSX Transportation, Inc. in accordance with the terms of the Articles of Merger dated August 18, 1987.

APN: 550-183-2

EXHIBIT B-2
H&L Parcel Site Plan

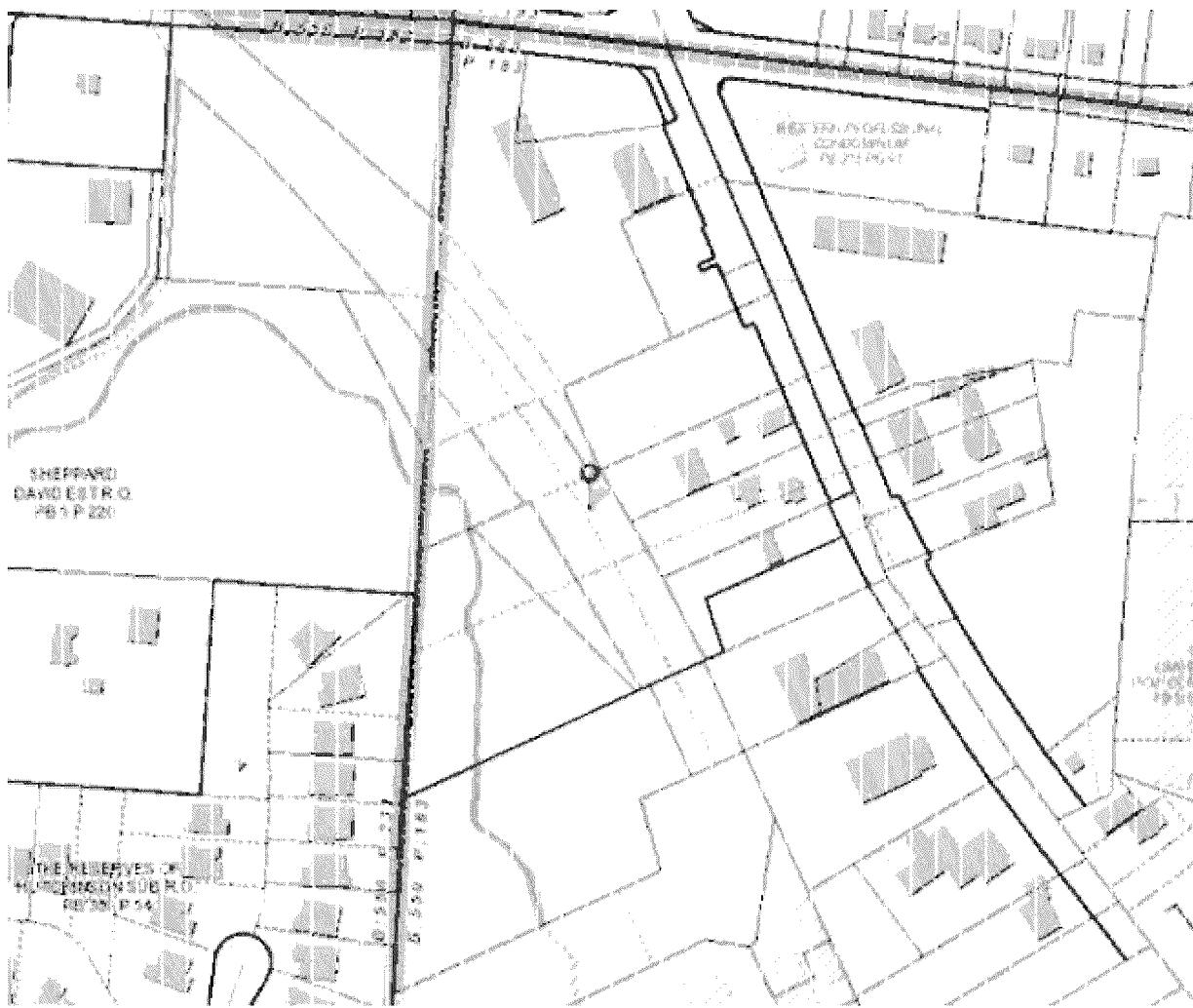


EXHIBIT C-1

APPROXIMATE DESCRIPTION OF ACCESS EASEMENT AREA

Situate in the Northwest Quarter of Section 22, Town 2, Fraction Range 2, and being more particularly described as follows:

Commencing at a stake in the West line of said Section 1070.50 feet South of the Northwest Corner of said Section;

Thence North 65 degrees 52 minutes East 330.00 feet along the north boundary line of the Volz Parcel as described in this Agreement to a point (such point being known herein as "Point A");

Thence southeasterly and perpendicular to said north boundary line a distance of 45 feet to a point (such point being known herein as "Point B");

Thence northeasterly and parallel to said north boundary line to a point in the east boundary line of said Volz parcel and the west boundary line of Harrison Road, a public right-of way, such point being the PLACE OF BEGINNING of this easement;

Thence southwesterly and parallel to said north boundary line to Point B;

Thence northwesterly and perpendicular to said north boundary line a distance of 45 feet to Point A;

Thence northeasterly a distance of 145 feet to a point;

Thence southeasterly and perpendicular to said north boundary line a distance of 15 feet to a point;

Thence northeasterly and parallel to said north boundary line to a point in the east boundary line of said Volz Parcel and the west boundary line of Harrison Road, a public right of way;

Thence southeasterly along said east boundary line to the PLACE OF BEGINNING

EXHIBIT C-2

DEPICTION OF ACCESS EASEMENT AREA



EXHIBIT D-

APPROXIMATE DESCRIPTION OF UTILITY EASEMENT AREA

Situate in the Northwest Quarter of Section 22, Town 2, Fraction Range 2, and being more particularly described as follows:

Commencing at a stake in the West line of said Section 1070.50 feet South of the Northwest Corner of said Section;

Thence North 65 degrees 52 minutes East 330.00 feet along the north boundary line of the Volz Parcel as described in this Agreement to a point; such point being the PLACE OF BEGINNING of this easement;

Thence southeasterly and perpendicular to said north boundary line a distance of 15 feet to a point;

Thence northeasterly and parallel to said north boundary line to a point in the east boundary line of said Volz parcel and the west boundary line of Harrison Road, a public right-of way;

Thence northwesterly along said east boundary line to a point at the intersection of said east boundary line and said north boundary line;

Thence southwesterly along said north boundary line to the PLACE OF BEGINNING.

EXHIBIT D-2

Depiction of Utility Easement Area



EXHIBIT “E”

Slope Easement Guidelines

