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**BK: 2782 PG: 1932**

**Declaration of Restrictions and Covenants  
for  
South Afton Industrial Park**

**THIS DECLARATION OF RESTRICTIONS AND COVENANTS** is made on this 7<sup>th</sup> day of July, 2018 by **CLERMONT COUNTY CIC, INC.**, an Ohio non-profit corporation (the "**Developer**").

**RECITALS, WHEREAS:**

**A.** Developer is the owner of certain real property containing approximately 242 +/- acres, more or less, located in Williamsburg Township, Clermont County, Ohio, and known as the South Afton Industrial Park and which property is more specifically described in Exhibit "A" and hereby made a part hereof (hereinafter the "**Developer Property**" or the "**Property**" or the "**South Afton Industrial Park**");

**B.** Developer desires to make known the restrictions, conditions, covenants, charges and agreements affecting all of the Property to insure its proper use and development.

**NOW, THEREFORE**, in consideration of the enhancement in value of the Property, to afford purchasers and occupants with protection in its use and occupancy, and to provide a general plan of development of the Property designed to make it more attractive for owners, the Developer declares the Property, and each of the lots in the Property or any part or portion of the Property, shall be held, developed, improved, built upon, used, occupied, leased and conveyed, subject to the following restrictions, covenants and conditions of this Declaration.



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**Section 1. PURPOSE.**

The Property is hereby made subject to the following restrictions, covenants and conditions of this Declaration, all of which shall be deemed to run with the land and each and every lot, parcel and part thereof known as the Property, to insure proper use and appropriate development and improvement of the Property. This Declaration is intended to (a) maintain fair market value of the Property and each Building Lot (hereinafter defined); (b) protect the owners and occupants of the Building Lots against improper development and use of surrounding Building Lots; (c) control the quality and methods of construction of each Building Lot; (d) insure adequate and reasonable consistent development of the Property; (e) establish requirements for the development of the Property relating to land use, site planning and architectural improvements in order to achieve harmonious appearance and function; and (f) generally promote the welfare and safety of the owners and occupants of the Building Lots.

**Section 2. DEFINITIONS.**

2.1 **Definition of Terms.** The following terms shall have the definitions subscribed thereto.

A. **“Building Lot”** shall mean (a) any platted lot established by the recorded plat for the Property or by the legal description in the original conveyance from Developer to the first fee simple owner of any parcel of the Property, or (b) any real property included within the Property and designated as a separate parcel tax parcel in the Office of the Auditor of Clermont County, Ohio. If two or more contiguous Building Lots are acquired by the same owner in fee simple, such commonly owned Building Lots may, at the option of the owner, be combined and treated as a single Building Lot for purposes of the Declaration.

B. **“Common Areas”** shall mean those areas, if any, of the Property devoted to the common use and enjoyment of the owners of the Building Lots, including, but not limited to, drainage facilities, signage and open space.

C. **“Declaration”** shall mean this Declaration of Restrictions and Covenants.

D. **“Developer”** shall mean Clermont County CIC, Inc. an Ohio non-profit corporation, its successors and assigns.

E. **“Improvements”** shall mean and include, but not be limited to, buildings, outbuildings, garages, parking areas, roads, driveways, paved areas, loading areas, storage facilities, fences, walls, retaining walls, hedges, trees, shrubs and other forms of landscaping, aboveground, underground and overhead utility installations and facilities, poles, signs, towers, antennae and any other structure of every type.



F. “Owner” shall mean the party or parties owning fee simple title to a Building Lot and any party selling or buying an interest in a Building Lot under a land installment contract.

2.2 **Other Definitions.** Any terms not defined in Section 2.1 shall have the meanings attributed thereto in this Declaration or if there is no specific meaning, the meaning associated with its ordinary and common usage.

**Section 3. PERMITTED AND PROHIBITED USES.**

3.1 **Permitted Uses.** Except as prohibited by Section 3.2, Building Lots shall be used for all lawful manufacturing, research and industrial purposes and services related to those uses, including, without limitation, engineering facilities, research facilities, laboratories, distribution warehouse facilities industrial uses, offices and such other compatible uses. All such uses shall comply with all applicable zoning ordinances and all municipal, state and federal regulations.

3.2 **Prohibited Uses.** The following operations, activities and uses shall not be permitted on any part of the Property:

(a) any junkyard, sanitary or solid waste landfill or incinerator, hazardous or toxic landfill or incinerator, construction debris landfill or a storage handling or processing facility for any of the uses described in this subsection;

(b) any self-service storage facility;

(c) any automobile, motorcycle, recreational vehicle, truck, trailer and farm implement sales (new or used);

(d) any automotive service and repairs;

(e) any wireless telecommunications towers;

(f) any roadside stands;

(g) any adult entertainment establishment;

(h) any recreational vehicle storage facility;

(i) any retail, commercial or restaurant use;

(j) any hospital or medical/dental use;

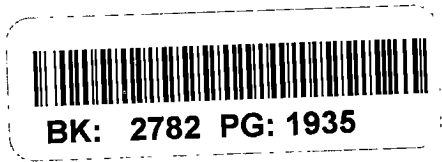
(k) any school, university or college use;

(l) any detention center, jail, or prison use;

(m) any assisted living or care facility use;

(n) any daycare or childcare use;

(o) any amusement or recreation center use;



- (p) any hotel or lodging use;
- (q) any residential use;
- (r) any manufacturing of the following materials: acid, asphalt, brick tile, carbon, coke, or lamp blank, cement, lime, creosote, fertilizer, match, explosives, or tar distillation;
- (s) the distillation of bones, coal, or wood;
- (t) rock crushing;
- (u) reclaiming rubber; or
- (v) a slaughterhouse, stockyard, or animal processing use.

3.3 **Limitations on Use.** No noxious or offensive trades, services or activities shall be conducted on any Building Lot nor shall anything be done thereon which may be or become a nuisance to the Owner or occupant of other Building Lots by reason of unsightliness or the excess emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise, or which in any other manner interferes with the reasonable use of any other Building Lot by its Owner or occupant.

**Section 4. REGULATIONS OF BUILDINGS, STRUCTURES AND IMPROVEMENTS.**

4.1 **Generally.** No improvement shall be constructed, erected, placed, altered, maintained or permitted on any Building Lot until plans and specifications and the intended use therefor have been approved by the Williamsburg Township Zoning Department, the Developer, and the Clermont County Building Department.

4.2 **Setbacks.** The applicable setback requirements shall be as set forth herein or as set forth on the plat on the Property filed for record in the Recorder’s Office of Clermont County, Ohio in accordance with the Williamsburg Township Zoning Resolution, whichever setback requirement shall be greater. No building or structure of any kind shall at any time be erected on any Building Lot within fifty (50) feet of the right-of-way of any street or proposed street adjoining the Building Lot or within thirty-five (35) feet from any boundary line of any Building Lot adjacent to a non-residential use. No parking area or paved area for any purpose shall be established or constructed on any Building Lot within ten (10) feet from the right-of-way of any street or proposed street adjoining the Building Lot, or within ten (10) feet from any boundary line of any Building Lot; provided, however, in the event any two (2) Building Lots are designed with shared truck courts and/or access or driveways, such parking/paved area setback shall be waived.

4.3 **Off-Street Parking.** No parking shall be permitted on any public street located within or adjacent to the Property, or any Building Lot or at any place other than on each Building Lot’s paved



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parking area. Each Owner shall be responsible for compliance with the foregoing by its employees and visitors. Adequate off-street parking shall be provided by each Owner for its tenants, customers, visitors, invitees and employees. All off-street parking, access drives and loading areas shall be paved. All parking areas shall be developed with the integration of landscape and screening elements in accordance with the Williamsburg Township Zoning Resolution or otherwise approved by the local municipal authorities.

4.4 **Loading Areas.** All loading areas shall be located so that trucks and other vehicles or machinery using such loading areas will not extend into any street. Proper integration of landscape and screening elements consisting of solid fencing, mounding or evergreen landscape materials must be provided between any loading and receiving area and any street or boundary line of any adjacent Building Lot.

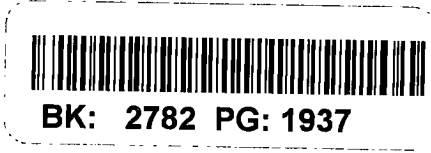
4.5 **Outside Storage.** Outside storage is strongly discouraged. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any Building Lot outside of a building without adequate screening of a solid wall or fence. Waste and rubbish storage facilities incidental to the main use of a Building Lot shall be properly screened by a solid wall or fence if located in an area facing a public street, otherwise, waste and rubbish storage may be located within a loading area at the side or rear of a facility without additional screening.

4.6 **Landscaping and Mounding.**

A. All undeveloped areas of a Building Lot shall be landscaped. It shall be the responsibility of the Owner of a Building Lot to landscape and maintain all areas within the Owner's Building Lot. A landscaping plan identifying the type, size, and location of proposed materials shall be submitted to local municipal authorities for approval as part of the development plan for the Building Lot. In addition, Owner shall provide the Developer a copy of such plan for its review and comment.

B. All landscaping shall be completed within six (6) months after the substantial completion of construction of any buildings on the Building Lot. If any Owner fails to so complete its landscaping, Developer may, after giving Owner thirty (30) days' written notice, complete the landscaping. If Developer completes such landscaping, the costs of such landscaping shall be assessed against the Owner, and if the assessment is not paid within thirty (30) days after written notice to the Owner of such assessment from Developer, the assessment shall constitute a lien on the Building Lot and may be enforced in accordance with Section 5 hereof.

4.7 **Maintenance.** Each Building Lot Owner shall keep its land, and appurtenances in a safe, clean, neat and orderly condition and shall comply with all laws, codes and regulations related thereto.



Each Owner shall maintain the exterior of its building in clean condition, and its lawn and landscaping in good condition and repair. All parking areas and driveways shall be paved with asphalt or concrete and maintained in good condition and repair. Each owner shall keep its parcel free of litter, weeds, trash and debris. Regular mowing and plant replacement shall occur when needed. Lawn irrigation and sprinkling systems are encouraged, but not required.

4.8 **Signs.** All signs for Building Lots must be submitted for approval to the Williamsburg Township Zoning Department and the Developer for review and must reasonably conform in size, form, color and style with other signage on other Building Lots and on the Common Areas. All signs shall be in conformance with the Williamsburg Township Zoning Resolution. No sign shall move, blink or be attached to the roof of any building or other structure. Notwithstanding the foregoing, any Building Lot which is adjacent to, or whose boundary line is located along State Route 32 shall be permitted to have a maximum of two (2) signs located thereon.

4.9 **Utility Connections.** All utility connections, including all electrical and telephone connections, and installations of all wires and cables to Improvements, shall be underground. No transformer, electric or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the Building Lot and shall be adequately screened by a solid wall or fence or as made be screened by the approved landscaping plan referenced in Section 4.6 above.

4.10 **On-Site Drainage.** Each Building Lot Owner shall be required to provide adequate storm water drainage facilities in accordance with existing and planned storm sewer systems, existing topography and in accordance with the requirements of Clermont County, Ohio. Notwithstanding the foregoing, in the event a regional storm water facility is constructed to service the Property, each Building Lot Owner shall be released from any obligation under this Declaration to provide individual storm water drainage facilities. Properties will then be billed for storm water drainage maintenance in accordance with a regional storm water district agreement.

4.11 **Building Lot Subdivision.** No Building Lot shall be reduced in size or subdivided without the approval of the Developer and must be in accordance with all applicable laws and regulations governing lot subdivisions.

4.12 **Architectural Style.** The building construction and design shall create a structure with all sides being of attractive high quality materials, rather than to place all emphasis on the front elevation of the building by neglecting or downgrading the aesthetic appeal of the side and rear elevations of the



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buildings and enclosures. Any Improvements, whether attached to or detached from the main building, shall be of similar design or materials.

4.13 **Construction Material.** Brick, decorative precast or jobcast concrete, architectural masonry units, wood, natural stone, metal siding (over 8'0" above exterior finished grade and not to exceed 45% by lineal feet of exterior wall coverage in order to allow for future building expansion along the side or rear wall), E.I.F.S. (dryvit or equivalent), glass or any standard construction material is permitted, to promote the harmony and desirability of the park as a whole. Construction materials shall be identified on proposed elevations submitted to the Developer for review prior to any improvements being constructed.

**Section 5. ENFORCEMENT.**

5.1 **Standing to Enforce.** The restrictions, covenants and conditions of this Declaration shall run with the land known herein as the Property, shall be binding upon and inure to the benefit of the Developer and the Owners of every Building Lot, and their respective heirs, executors, administrators, successors and assigns. These restrictions, covenants and conditions may be enforced by the Developer, and/or the Owners' Association. Any restriction, covenant or condition may be enforced by prosecuting a proceeding at law or in equity against the person or persons who violated, or are attempting to violate, any one or more of these restrictions, covenants or conditions, to enjoin or prevent them from so doing and/or to cause such violation to be remedied or to recover damages for said violation. Every such violation is hereby declared to be, and shall constitute, a nuisance, and every public or private remedy allowed therefor at law or in equity against an Owner or occupant shall be applicable against every such violator or violation.

5.2 **Enforcement Costs.** In any legal or equitable proceeding to enforce this Declaration or to restrain the violation of this Declaration, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties. All remedies provide herein, at law or in equity shall be cumulative and not exclusive.

5.3 **Enforcement of Maintenance Assessments.** The Owner of each Building Lot, within thirty (30) days after the date on which a notice of assessment with respect to landscaping maintenance of Owner's Building Lot and/or notice of an Owner's pro rata share of the annual assessment is mailed or delivered, shall pay the assessment to Developer or the Owners' Association, as the case may be. Any assessment not paid within such thirty (30) day period shall bear interest thereafter at the rate of ten percent (10%) per annum until paid. The Developer or the Owners' Association shall have a perpetual



lien on all Building Lots to secure payment of any assessments, interest and costs of collection. To evidence such a lien, the Developer or the Owners' Association may prepare a written Notice of Unpaid Assessment Lien against the applicable Building Lot. The notice shall be signed by an authorized party and recorded in the office of the Recorder of Clermont County, Ohio. The lien for the unpaid assessment shall attach to the Building Lot, and be perfected, from the date of the recording of such Notice. Any such lien may be enforced by the foreclosure of the Building Lot, like any mortgage lien or other lien on real property is foreclosed under the laws of the State of Ohio. The amount of the assessment assessed against each Building Lot shall also be the debt of the Owner thereof at the time the assessment is made, and suit to recover a money judgment for unpaid assessments may be maintained against such Owner directly without recording or foreclosing any lien permitted hereunder. The lien shall be subordinate to any first mortgage lien.

5.4 **Miscellaneous.** The failure of the Developer or any Owner to enforce any of the restrictions, covenants or conditions herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right enforce the same. The remedies set forth herein are cumulative. No provision of this Declaration shall be construed as to impose any obligation or duty on Developer, and Owner of the Owners' Association to take any action to enforce this Declaration.

**Section 6. CONSTRUCTION OBLIGATIONS.**

6.1 **Reserved.**

6.2 **Reserved.**

6.3 **Commencement of Construction.** "Commencement of Construction" means the Owner of the Building Lot has done all of the following:

A. Obtained zoning permits from the appropriate governmental authorities authorizing construction of a building and Improvements; and

B. Obtained building permits from the appropriate governmental authorities authorizing construction of a building and Improvements; and

C. Entered into a binding construction contact with a contractor licensed to do business in Ohio for construction of a building and Improvements.

**Section 7. EASEMENTS RESERVED BY DEVELOPER.**

7.1 **Easements.** Developer reserves for the benefit of all Owners and occupants of Building Lots the easements shown on the recorded plat or plats for the Property for the installation, use,





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maintenance, repair and replacement of utilities and drainage systems and related facilities. No Improvement may be placed on any part of the Property which will materially impede the free and normal use of such easements. Furthermore, the Developer reserves the right from time to time to grant additional easements, including, without limitation, utility easements, drainage easements, access easements or landscaping easements, against the Property necessary for the development of any Building Lot, provided such new easement does not materially impair the then existing use of any Owner's Building Lot or impose any material obligations, restrictions or limitations upon such Building Lot. To facilitate the granting of such easements, each Owner, by acceptance of its deed to a Building Lot, agrees to cooperate in good faith and execute all commercially reasonable documents necessary to grant such easements. Further and in the event an Owner is not being cooperative in the process of granting such additional easements referenced in this Section 7.1 and upon at least ten (10) business days' advance written notice, each Owner, by the acceptance of its deed to a Building Lot, hereby irrevocably appoints the Developer as its attorney-in-fact to execute, acknowledge and deliver for and on behalf of the Owner such documents necessary to grant the easements as herein provided. This power of attorney is coupled with an interest and shall be binding in title to a Building Lot.

7.2 **Right of Entry.** Developer reserves the right for itself, its successors and assigns, to enter upon the easement areas shown on the plats of the Property in order to install, maintain, repair, use and/or replace pipes, wires, antennae, cables, towers, conduits and other lines, systems and/or facilities for the purpose of providing water, sanitary sewer, storm sewer, electrical, gas, telephone, television and other utility or quasi-utility services to any part of the Property. Developer reserves the right to assign the use of any such easements to any person, firm or entity furnishing any utility or the Association. Notwithstanding the foregoing, Developer shall defend, indemnify and hold harmless each Owner, their successors, assigns, officers, employees and agents (collectively, "**Indemnitees**") against any and all liability or claims thereof or any actions, causes of action, claims, judgments, costs, damages or expenses, including but not limited to reasonable attorneys' fees and expert fees, whether for injury to persons, including death, or damage to property to the extent arising out of its use of right of entry specified herein, except to the extent caused by the negligent or willful act or omission of any Indemnatee, its employees, agents, contractors or tenants.

7.3 **Perpetual Easements.** All easements and rights granted and/or reserved herein are easements appurtenant, running with the land which comprise a part of the Property, perpetually in full force and effect. Such easements shall at all times inure to the benefit of and be binding on Developer, its



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successors and assigns, and any Owner, occupant, mortgagee or other party now or hereafter having any interest in any Building Lot or any part of the Property.

**Section 8. RESERVED.**

**Section 9. OWNER'S ASSOCIATION.**

9.1 **Owners' Association.** During development of the Property, the Developer may establish certain Common Areas. Developer reserves the right to create an Owners' Association to own, manage, monitor, repair and replace the Common Areas. Upon the formation of such Owner's Association, every Owner of a Building Lot shall become a member thereof. Each Owner, including the Developer, shall be entitled to one (1) vote per acre owned in the South Afton Industrial Park by such Owner. For fractional acres equaling less than one-half of an acre such amount shall be rounded down and for any fractional acres being one-half acre or more such amount shall be rounded up. For example, if an Owner owns 24.4 acres, such Owner would get 24 votes or if an Owner owned 24.6 acres, such Owner would get 25 votes. As the South Afton Industrial Park comprises a total of 242.2488 acres, there is a total of 242 votes, all of which as of the commencement of this Declaration are owned by the Developer. The Owners' Association shall have the right as set forth herein to enforce the restrictions, covenants and conditions contained in this Declaration. The voting rights set forth herein shall apply to all Owners of Building Lots in the South Afton Industrial Park on any matter in which voting is required or permitted regardless of whether an Owners' Association has been formed.

9.2 **Association Code of Regulations.** The Developer may establish a code of regulations for the Owner's Association governing the conduct of its affairs, voting rights of its members, minimum voting percentages for decision making, quorums and similar matters. Each Owner consents to the formation of the Owners' Association, agrees to become a member if formed, and agrees its Building Lot will be bound by the actions of the Owners' Association taken in accordance with its code of regulations.

9.3 **Assessments.** Developer, and thereafter the Owners' Association, shall have the right to assess each Building Lot in such amount as may be determined by the Developer or the Owners' Association for purposes of maintaining, repairing and replacing the Common Areas, the entrances of the Common Areas, the signs in the Common Areas and all other portions of the Common Areas, including, without limitation, any and all snow removal performed on the Common Areas. The amount of such assessment shall be based upon each Building Lot's pro rata share of the annual operating budget of the Developer or the Owners' Association, and shall be adjusted by the actual expenses so incurred. A



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Building Lot's pro rata share shall be the percentage computed by dividing the total acreage of the Building Lot by the total acreage of the South Afton Business Park. The annual assessment shall be paid on or before March 1<sup>st</sup> of each year. Each Building Lot's pro rata share shall be equal to the percentage arrived at by dividing the acreage of the Building Lot by the total acreage of all Building Lots. The Developer or the Owners' Association shall exercise its discretion and judgment in expending funds collected from each Owner, and its decisions shall be binding.

**Section 10. TERM, TERMINATION, MODIFICATION AND ASSIGNMENT.**

10.1 **Term.** This Declaration shall continue in full force and effect for a period of ten (10) years from the date hereof, and shall thereafter be renewed automatically from year to year unless and until terminated as provided in Section 11.3.

10.2 **Termination and Modification.** This Declaration may be terminated, extended, modified or amended as to the Property or any Building Lot, or any portion thereof by the written consent of the Owners holding 75% or more of the voting rights of the Property (as set forth in Section 9.1). Provided, however, that during the initial ten (10) year term of this Declaration, no such termination, extension, modification or amendment shall be effective without the written approval of Developer. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing executed and acknowledged by such Owners in the presence of two (2) witnesses and a notary public and filed for record in the office of the Recorder of Clermont County, Ohio.

10.3 **Assignment of Developer's Rights and Duties.** Any and all of the rights, powers and reservations of Developer herein contained may be assigned by Developer to the Owners' Association or to any person, corporation or association which will assume all of the duties of Developer hereunder. Upon such assignment, and to the extent thereof, Developer shall be relieved from all liabilities, obligations and duties hereunder. The term "Developer" as used herein includes all such assignees and their heirs, executors, administrators, successors and assigns. If at any time Developer ceases to exist and has not made such an assignment, a successor Developer may be appointed by a majority of the Owners.

**Section 11. MISCELLANEOUS.**

11.1 **Severability.** If any provision of this Declaration is held invalid by judgment of court order, the invalidity of such provision shall in no way affect any of the other restrictions, covenants, or conditions hereof, which provisions shall remain in full force and effect.



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11.2 **Owner's Liability Subsequent to Sale.** Upon the sale of a Building Lot, the selling Owner shall not have any further liability for the obligations hereunder which accrue against the Building Lot after the date of conveyance; provided, however, that nothing herein shall be construed to relieve an Owner from any liabilities or obligations incurred under the Declaration prior to such sale.

11.3 **Amendments to Declaration.** At any time, and from time to time, prior to the conveyance of the first Building Lot, Developer may unilaterally amend this Declaration. Thereafter, this Declaration may be amended only with the affirmative consent of the Owners holding 75% or more of the voting rights of the Property (as set forth in Section 9.1). Each Owner may grant such consent in writing directly to the Developer or any officer of the Owners' Association, if any, without the need for each Owner's written consent to an amendment to be signed in the presence of two (2) witnesses and a notary public or to be recorded with the amendment to the Declaration. Upon receipt of such written consents, the Developer and/or the officer of the Owners' Association may then sign the amendment to the Declaration and record such amendment with the Clermont County Recorder. No amendment to this Declaration may remove, revoke or modify any right or privilege of the Developer without the Developer's prior written consent.

11.4 **Governing Law.** This Declaration shall be governed by and interpreted in accordance with the law of Ohio.

**[Signature appears on following page]**



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IN WITNESS WHEREOF, the Developer has executed this Declaration as of the date first set forth above.

**DEVELOPER:**



**CLERMONT COUNTY CIC, INC.,**  
an Ohio non-profit corporation

By:   
Andrew Kuchta, Executive Director

ACKNOWLEDGMENT

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CLERMONT        )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2018 by Andrew Kuchta as the Executive Director of Clermont County CIC, Inc., an Ohio non-profit corporation, on behalf of the corporation, as Developer.

   
Notary Public  
My Commission Expires: 1/15/2023



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EXHIBIT "A"

**Legal Description of South Afton Industrial Park**

Situate in the Township of Williamsburg, County of Clermont, State of Ohio, and being a part of Daniel DeBenneville's Military Survey No. 2811 and being more particularly described as follows:

Beginning the centerline intersection of State Route No. 32 and Half Acre Road at Station 315+06.46 per the Ohio Department of Transportation centerline survey of State Route No. 32 (Cle - 32 - 8.54);

Thence with the centerline of State Route No. 32, S 78°07'27" E, a distance of 3569.96' to a point;

Thence S 34°15'30" W, a distance of 144.92' to a found 5/8" iron pin in the south line of State Route No. 32 and the REAL POINT OF BEGINNING for this description;

Thence with the lines of Barbara L. Lindower, Lawrence L. Lindower, Diane D. Morrison, Ellen D. Bernstein, Trustees of the Ruth Lindower Living Trust the following two (2) courses and distances to wit:

S 34°15'30" W, a distance of 1785.91' to a found stone;

S 52°45'02" E, a distance of 1153.16' to a found stone, corner to said Trust in the line of Sehlhorst Equipment Services, LLC;

Thence with the line of Sehlhorst Equipment Services, LLC, S 35°25'24" W, a distance of 588.47' to a found stone, corner to Sehlhorst Equipment Services, LLC, with Taking a Toll on Us, LLC & Rita Remley;

Thence with the line of Taking a Toll on Us, LLC & Rita Remley, S 35°21'17" W, a distance of 709.31' to a found stone, corner to the Norfolk and Western Railway Company;

Thence with the line of the Norfolk & Western Railway Company, N 55°49'41" W, a distance of 1119.30' to a point, corner to the Norfolk & Western Railway Company, passing through a found 5/8" iron pin at 1117.29';

Thence continuing with the line of the Norfolk & Western Railway Company, S 33°57'03" W, a distance of 487.96' to a found stone, corner to the Norfolk & Western Railway Company;

Thence continuing with the line of the Norfolk & Western Railway Company, and also the lines of Diversified Glass, Inc., and Daniel A. Bennett, N 51°59'26" W, a distance of 3294.06' to a found 5/8" iron pin in the east line of Half Acre Road, passing through a found 1/2" iron pin at 1933.09';

Thence with the east line of Half Acre Road the following six (6) courses and distances to wit:

N 34°36'43" E, a distance of 440.67' to a point, witness a found 5/8" iron pin 8" below grade and leaning, bearing N 70°49'W, a distance of 0.40';

N 40°03'08" E, a distance of 263.69' to a found 5/8" iron pin;

N 37°28'28" E, a distance of 200.25' to a found 5/8" iron pin;

N 34°36'43" E, a distance of 95.00' to a found 5/8" iron pin;

N 45°36'34" E, a distance of 209.65' to a found 5/8" iron pin;

N 38°09'45" E, a distance of 429.13' to a found 5/8" iron pin in the south line of State Route No. 32;

Thence with the south line of State Route No. 32 the following eight (8) courses and distances to wit:

S 87°18'47" E, a distance of 219.18' to a found 5/8" iron pin;



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N 79°37'38" E, a distance of 118.85' to a found 5/8" iron pin;  
N 65°12'05" E, a distance of 586.00' to a found 5/8" iron pin;  
S 78°24'33" E, a distance of 1005.01' to a point, passing through a found 5/8" iron pin at 1004.10';

S 85°49'12" E, a distance of 186.68' to a found 5/8" iron pin;  
S 78°07'27" E, a distance of 700.00' to a found 5/8" iron pin;  
S 75°27'08" E, a distance of 300.33' to a found 5/8" iron pin;  
S 78°07'27" E, a distance of 621.24' to the REAL POINT OF BEGINNING.

Contains 242.2488 Acres, subject to legal highways and easements and restrictions of record.  
Subject to an existing easement for Mathis Road as recorded in Deed Book 486 Page 373 and Deed Book 579 Page 1 of the Clermont County Recorder's Office.

Being a consolidated description of the property conveyed to Clermont County CIC, Inc. (136.9433 Acres) in Official Records 2619 Page 447 and Official Records 2619 Page 443 (105.3055 Acres) and being all of Parcel Identification Numbers 523508E009 and 523508C098.

Bearings on this description are grid bearings of the Ohio State Plane Coordinate System, South Zone, NAD83.

Being the result of a plat and survey made by Gary Phillip Nichols, Ohio Professional Surveyor No. 6657 and dated March 4, 2016.

CW-4398county.doc

*7L93-0048-NEW SURVEY*  
MAR 25 2016  
APPROVED  
FOR TRANSFER  
PATRICK J. MANGER  
COUNTY ENGINEER  
CLERMONT COUNTY, O.  
BY *WJ*

*Combined*  
*523508C098.*

*with TD 52 BK 35 PG 08E PAR 009.*

*242.2488Ac*

This conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code  
Purchase Price \$ \_\_\_\_\_  
Transfer # *1392* Transfer Fee \$ *1.00*  
Conveyance Fee \$ \_\_\_\_\_  
Filed with the office of  
Linda L. Fraley  
Date *3-28-16* By *KL*