

June 24, 1996

The Madeira City Council on this date passed Ordinance Number 96-47, directing the "city manager, Tom Moeller acting on behalf of the city of Madeira, to convey a non-exclusive parking easement and to accept an access easement in the form substantially set forth and attached hereto as Exhibit A and Exhibit B".

Ordinance number 96-47 was passed quietly, at a council meeting with six of the council members in attendance. By quietly, I mean that there was no discussion whatsoever by any council member or the city manager or the Law director. In 1996 our city manager was Tom Moeller and the law director was Robert Malloy, same as today. There was no mention or discussion of this ordinance in any council meeting prior to the June 24 council meeting. Recently I sat down with our city manager Tom Moeller to discuss the June 24<sup>th</sup> council meeting and the 99 year Parking Agreement that was subsequently consummated between the city and Mr. and Mrs. Henry Schneider. When I asked Mr. Moeller about the mysterious lack of any discussion, prior to passage of ordinance 96-47 Mr. Moeller said that there was a lot of discussion, but he has no personal recollection of any of that discussion.

The 1996 Schneider Parking agreement guaranteed Mr. and Mrs. Schneider a minimum of five parking spaces in a parking lot behind the Hosbrook House, which did not yet exist. The Schneider property is located at the corner of Miami and Laurel Avenue next to the Hosbrook House. The agreement did not limit a maximum number of parking spaces provided by Madeira tax payers and today the Schneider tenant, A Tavola on most nights uses every available parking space between Railroad Avenue and Laurel Avenue including parking spaces in a Railroad right of way. Our city manager had the right of way paved and striped with no regard for the private property owned by the Railroad. The agreement was unprecedented, suspicious and apparently without explanation.

The 1996 agreement with Schneider was a Reciprocal Agreement allowing for egress from Railroad Avenue, thru the Schneider parking lot to Laurel Avenue. It is my belief based on city provided document's, that our law director, Mr. Malloy incorrectly advised Mr. Schneider that there was no need



for variances that would have involved the Madeira Planning Commission and there is evidence that Mr. Malloy provided that legal opinion to Mr. Schneider, knowing that the planning commission should have been involved. These facts may be the reason that there is no record of any discussion during the June 24th council meeting prior to the vote approving ordinance number 96-47, nor any discussion at any meeting prior to that council meeting. It appears that Mr. Schneider expected an unlimited number of city provided parking that would be increased as he increased the size of his property, which has happened. This agreement with Mr. Schneider was kept from public scrutiny and required, that I file a public records request just to acquire a copy of the Schneider parking agreement.

**Documents provided:**

- 1) Madeira City Council Amended Minutes, June 24<sup>th</sup>, 1996.
- 2) Ordinance Number 96-47 Including Related Documents, June 24<sup>th</sup> 1996.
- 3) Letter from Law Director, Robert Malloy, July 3, 1996.
- 4) Reciprocal Easement Agreement Draft, June 24, 1996.
- 5) Letter from Law Director, Robert Malloy, June 27, 1996.
- 6) Schneider 99 Year, Reciprocal Easement Agreement for a Vacant Building.

Madeira Residents can examine the following documents leading to the Schneider 99 year parking agreement. The Schneider Parking agreement is more pertinent today then it may have been at any time prior. The agreement with Schneider was intended to provide any number of city tax payer paid for, parking spaces required, to satisfy any Madeira requirements in the Madeira Zoning Code, that would at any time apply to the Schneider property. This agreement has come back to haunt our city in spite of city council efforts to conceal the agreement and to misinterpret the agreement.

Thank You for visiting ...

Douglas Oppenheimer 9/22/2015

MADEIRA CITY COUNCIL  
AMENDED MINUTES OF THE REGULAR MEETING  
June 24, 1996

I. CALL TO ORDER:

The meeting was called to order at 7:56 p.m. by Mayor Martin.

II. INVOCATION/PLEDGE OF ALLEGIANCE:

Mr. Martin led the assembly in the Invocation and the Pledge of Allegiance.

III. ROLL CALL:

Council Members present:

Mel Martin  
Sherry Mattes  
John Murray

Robert Perez  
Michelle Schneider  
Richard Staubach

Council Members absent:

Richard Harwood

Officials present:

City Manager, Thomas Moeller  
City Solicitor, Robert Malloy  
Clerk-Treasurer, Sharon King

Staff present:

Assistant to City Manager, Amy Zorn  
Tax Commissioner, Eileen Pope

IV. ACCEPTANCE OF AGENDA:

The following change was made to the Agenda:

Under Committee and Official Reports add "Recreation and Park Board."  
Under New Business add "Sign Ordinance."

Motion to accept the agenda as amended was made by Mrs. Mattes, seconded by Mr. Staubach, and approved by a unanimous voice vote.

V. ACCEPTANCE OF MINUTES:

Motion to accept the Minutes for the May 29, 1996 Regular Meeting of Council by Mr. Staubach, seconded by Mr. Murray, passed by unanimous voice vote.

VI. GUESTS AND REGISTERED VISITORS

1. Ray Kingsbury, Executive Director of the Sycamore Senior Center, reported on services provided to Madeira senior citizens. Mr. Kingsbury was invited to participate in discussions concerning transportation services for senior citizens. This topic will be addressed at the next Law and Safety Committee on July 2 at 5:30 p.m.
2. Delores Brandstetter, 6674 Shawnee Run, spoke against having a bikeway on Shawnee Run Road.

VII. CORRESPONDENCE

A letter from Dr. and Rev. Anderson, dated June 24, 1996, concerning billing for emergency medical services (EMS) was referred to the Law and Safety Committee.

VIII. COMMITTEES/OFFICIALS REPORTS:

1. Budget and Finance Committee - Mr. Murray reviewed the report of the June 17 meeting.
2. Planning Commission - Mr. Moeller did not have a report on the June 17 but will address Council on this meeting at a later date. Mr. Martin commented on the letter dated June 24 that he sent to Todd Woellner concerning a sign code violation.
3. Recreation and Park Board - Mr. Murray gave a verbal report of activities being handled by the Board. It was decided that Council would have an information booth at the July 3 Independence Day activities. The Street Dance will be August 17. There will be a teen dance with two live high school bands. The dance will be held 8:00 p.m. to 11:00 p.m. on July 18 at McDonald Commons. Fall Fest will be run by the Chamber of Commerce because the Board does not feel that they have the time. The Board needs more volunteers to be a part of the Board.

IX. ORDINANCES & RESOLUTIONS:

1. Ordinance 96-40 Amending Section 30.02 (C) (1) of the Code of Ordinances which provides for the Procedures and Rules of Council. This is the first reading.
2. Ordinance 96-41 Authorizing the City Manager to Enter into a Contract with Schumacher Dugan Construction, Inc. for the Hosbrook House Parking Lot Project. Motion to approve the Ordinance made by Mr. Murray, seconded by Mr. Staubach, was approved by a unanimous roll call vote.
3. Ordinance 96-42 Authorizing the City Manager to Enter into an Agreement with American Legal Publishing Corporation of Cincinnati for Codification Services. Motion to approve the Ordinance made by Mr. Staubach, seconded by Mr. Perez, was approved by a unanimous roll call vote.



4. Ordinance 96-43 Authorizing and Directing Execution of Lease Agreement for Real Estate Located at 7014 Miami Avenue, Madeira, Ohio. Motion to table the Ordinance and send it to the Finance Committee was made by Mr. Murray and seconded by Mr. Martin. The Motion was defeated with Mr. Martin and Mr. Murray voting for the Motion and Mrs. Mattes, Mr. Perez, Mrs. Schneider and Mr. Staubach voting against the Motion.

Motion to approve the Ordinance made by Mrs. Schneider, seconded by Mr. Staubach, was approved by a unanimous roll call vote.

5. Ordinance 96-44 Authorizing the City Manager to Adjust the Compensation of the Police Department Office Manager. Motion to approve the Ordinance was made by Mrs. Mattes, seconded by Mr. Staubach, was approved by unanimous roll call vote.
6. Ordinance 96-45 Approving an Amendment in the Contract with Pflum, Klausmeier & Gehrum Consultants, Inc. for the Miami Avenue Beautification Project. Motion to approve the Ordinance was made by Mr. Staubach, seconded by Mrs. Mattes, was passed by unanimous roll call vote. Mrs. Schneider asked that the record show that Mr. Murray said, "Push the button, baby."
7. Ordinance 96-46 Authorizing the City Manager to Enter into an Agreement of Cooperation with Hamilton County, Ohio Pursuant to Provisions of the Housing and Community Development Act of 1974, as Amended. Motion to approve the Ordinance by Mr. Perez, seconded by Mrs. Mattes, was approved by a unanimous roll call vote.
8. Ordinance 96-47 Authorizing and Directing Conveyance of Non-Exclusive Parking Easement and Acceptance of Non-Exclusive Access Easement. Motion to approve the Ordinance by Mr. Murray, seconded by Mrs. Schneider, was approved by a unanimous roll call vote.
9. Resolution 06-96 Adopting the Proposed Budget for the Fiscal Year Ending December 31, 1997. Motion to approve the Resolution by Mr. Perez, seconded by Mr. Murray, was approved by a unanimous roll call vote.

X. OLD BUSINESS

There was no old business for discussion.

XI. NEW BUSINESS

Mrs. Mattes moved that Section 159.09 of the sign code be reviewed by the Law and Safety Committee to try to ease some of the restrictions imposed by the Code. The Motion was passed with Mr. Martin, Mrs. Mattes, Mr. Perez, Mrs. Schneider and Mr. Staubach voting for the Motion and with Mr. Murray voting against the Motion.

Mr. Martin referred the report prepared by Amy Zorn, which summarized the fees paid to Brandstetter Carroll over the last three years and was distributed in June, to the Public Works Committee for study.

XII. NOTICES OF OTHER MEETINGS OR EVENTS

1. An Administration and Personnel Committee Meeting will be set at a future date.
2. The Independence Day activities will be held July 3.
3. A Law and Safety Committee Meeting will be held Tuesday, June 25, at 5:30 p.m.

XII. EXECUTIVE SESSION:

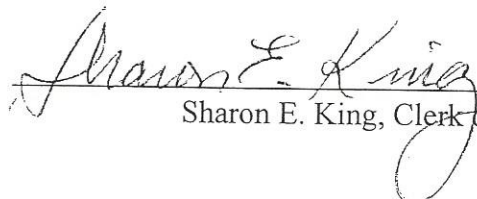
Mrs. Schneider moved that the meeting adjourn into Executive Session, Mr. Staubach seconded the motion. The motion was approved by a unanimous roll call vote at 9:51 p.m.

XIII. RETURN FROM EXECUTIVE SESSION:

Motion to return to the regular meeting at 10:55 p.m. was made by Mr. Perez and seconded by Mr. Staubach. The Motion passed by a unanimous voice vote.

XIII. ADJOURNMENT:

There being no further business, Mr. Staubach moved to adjourn the meeting, seconded by Mr. Perez. Motion passed by unanimous voice vote. The meeting was adjourned at 10:55 p.m.

  
Sharon E. King, Clerk of Council



ORDINANCE NO. 96-47

AUTHORIZING AND DIRECTING CONVEYANCE  
OF NON-EXCLUSIVE PARKING EASEMENT AND  
ACCEPTANCE OF NON-EXCLUSIVE ACCESS EASEMENT

WHEREAS, it is in the best interest of the City of Madeira to promote and provide reasonable parking to serve businesses in the vicinity of Miami Avenue between Railroad Avenue and Laurel Avenue in the City of Madeira; and

WHEREAS, the grant of a non-exclusive parking easement and the acceptance of an access easement will facilitate traffic flow and businesses in the vicinity.

NOW THEREFORE BE IT ORDAINED by the Council of the City of Madeira, State of Ohio:

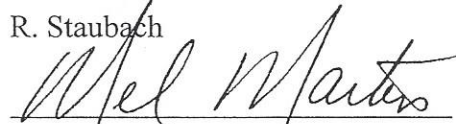
**Section 1.** Council hereby authorizes and directs the City Manager, acting on behalf of the City of Madeira, to convey a non-exclusive parking easement and to accept an access easement in the form substantially set forth and attached hereto as "Exhibit A" and "Exhibit B".

**Section 2.** Council authorizes and directs the City Manager to execute and record all documents necessary for that purpose and the Clerk-Treasurer to make such payments as is necessary for the recoding of such documents.

**Section 3.** This Ordinance shall become effective at the earliest period allowed by law.

PASSED THE TWENTY-FOURTH DAY OF JUNE, 1996  
BY THE FOLLOWING 6-0 VOTE:

<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
M. Martin			R. Harwood
S. Mattes			
J. Murray			
R. Perez			
M. Schneider			
R. Staubach			

  
\_\_\_\_\_  
Melvin Martin, Mayor

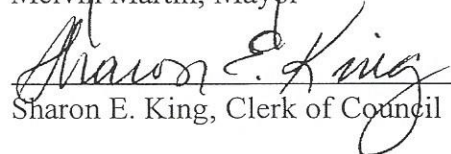
  
\_\_\_\_\_  
Sharon E. King, Clerk of Council

EXHIBIT A

HAMILTON COUNTY RECORDER'S OFFICE  
Doc #1296 - 494 Type: O.R.C.  
Filed: 01/02/1996 11:13:51 PM 1 .00  
Off. Rec. # 0 0 R 422 1  
Cert No.: 157463

PARCEL I (Registered Land Certificate #149977):

Situated in the Village of Madeira, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the southeast corner of Miami and Laurel Avenues; thence in the south line of Laurel Avenue North 67° 38' East 151.84 feet; thence South 38° 40' East 56.65 feet; thence South 67° 39' West 191.69 feet to the east line of Miami Avenue; thence in said east line North 1° 24' East 59.41 feet to the place of beginning.

PARCEL II:

Situated in the Village of Madeira, Columbia Township, Hamilton County, Ohio, being part of lot number Nine (9) of Moore and Hosbrooks Subdivision, a plat of which is recorded in Plat Book 3, Page 231, Hamilton County, Ohio Records and bounded as follows:

Beginning at a point in the center line of Miami Avenue eighty-six and seventy-five hundredths (86.75) feet south of the center line of Laurel Avenue; thence running North sixty-seven degrees, thirty-eight minutes East, on the South line of Donnelly lot, two hundred and twenty-four and fifty hundredths (224.50) feet to a point, said point being fifty (50) feet South sixty-seven degrees, thirty-eight minutes West from the East line of said Lot No. 9; thence South thirty-eight degrees, forty minutes East fifty-seven and twenty-one hundredths (57.21) feet to a point, said point being nine and seventy-five hundredths (9.75) feet South sixty-seven degrees thirty-eight minutes West from the East line of said Lot No. 9; thence South sixty-seven degrees, thirty-eight minutes west two hundred and sixty-four and seventy-five hundredths (264.75) feet to the center line of Miami Avenue; thence with said center line North one degree, twenty-four minutes East sixty (60) feet to the place of beginning.

This conveyance is subject to: (a) real estate taxes and assessments not presently due and payable; (b) zoning and building laws, ordinances and regulations, (c) legal highways, and (d) all easements, rights of way, and other covenants, conditions, and restrictions of record.

Parcel No. 525-2-55 and 56 (cons.) *SM DL*

Street address of property: 7022 Miami Road, Madeira Village, Ohio.

HAMILTON COUNTY RECORDER'S OFFICE  
Doc #1296 - 495 Type: O.R.C.  
Filed: 01/02/1996 11:14:13 PM 1 42.00  
Off. Rec. # 6941 653 R 422 3  
Cert No.: 157475

6941 655



GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that:

Henry W. Schneider, a married man, whose address is \_\_\_\_\_, is the owner of the following real estate recorded in Land Records of Hamilton County, Ohio, Book \_\_\_\_\_, Page \_\_\_\_\_ to wit:

See Exhibit "A", attached hereto and incorporated herein by reference.

Prior Instrument of Reference: Book 6941, Page 653 and Registered Land Certificate 167475 of the Hamilton County, Ohio Real Estate Records.

In consideration of a non-exclusive parking easement over adjoining property, which has an address of 7014 Miami Avenue, Madeira, Ohio 45243, does hereby grant, bargain, sell and convey to the City of Madeira, Hamilton County, Ohio, a non-exclusive fifteen foot wide easement over the above described premises located at 7022 Miami Avenue. Said fifteen foot wide non-exclusive egress easement is over the property as described to wit:

See Exhibit "B", attached hereto and incorporated herein by reference.

The purpose of the egress easement shall be to permit egress of motor vehicles from any parking area located at 7014 Miami Avenue, Madeira, Ohio, to Laurel Avenue. The egress easement shall be for the benefit of all persons permitted to use the parking area located at 7014 Miami Avenue.

The City of Madeira shall cause the construction of the aforementioned parking areas to be completed within 90 days of the conveyance of this non-exclusive egress easement to the City of Madeira. The City of Madeira is hereby authorized to construct, repair, and maintain the fifteen foot wide egress area described above but shall not be obligated to maintain the egress area. The owner of the property located at 7022 Miami Avenue, which property is first described above, may repair and maintain the egress area from time to time, but shall not be obligated to perform any maintenance.

The said Henry W. Schneider and Anita Schneider, husband and wife, and for themselves, their heirs, successors and assigns do hereby covenant with the City of Madeira, its

successors and assigns that he is the true and lawful owner of the said premises, and has full authority to convey the same and release all right of dower:

IN WITNESS WHEREOF, the said Henry W. Schneider and Anita Schneider do hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

WITNESSES:

\_\_\_\_\_

Henry W. Schneider

\_\_\_\_\_

Anita Schneider

STATE OF OHIO )  
 )SS:  
COUNTY OF HAMILTON)

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 1996, a notary public in and for the State of Ohio, County of Hamilton, personally appeared Henry W. Schneider and Anita Schneider and acknowledged the signing of this instrument as their free and lawful act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal on the day and year last aforesaid.

\_\_\_\_\_  
Notary Public



## GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that:

The City of Madeira, an Ohio Municipal Corporation, which address is 7141 Miami Avenue, Madeira, Ohio 45243, (hereinafter "Grantor") is the owner of the following real estate recorded in the Land Records of Hamilton County, Ohio, Book \_\_\_\_\_, Page \_\_\_\_\_ to wit:

Situate in Moore and Hosbrook's Subdivision in Section 6, Town 4, Fractional Range 2, Miami Purchase, and bounded as follows, to-wit: Beginning at a point in the center of Miami (formerly Moore) Avenue one hundred and forty-six and three-fourths (146.75) feet south of the center of Laurel Avenue: thence east two hundred and seventy-four and one-half (274.50) feet, more or less, to the east line of Lot No. 9: thence south on the east line of Lot 9 and Lot 18 Sixty (60) feet to a point; thence westwardly parallel with Laurel Avenue two hundred and seventy-four and one-half (274.50) feet to the center line of Miami Avenue; thence north in the center line of Miami Avenue sixty (60) feet to the place of beginning, being parts of Lots No. 9 and 18 of Madeira as laid out by Moore and Hosbrook, a plat of which is recorded in Plat Book 3, Page 231, Hamilton County Records, subject to all legal highways.

Prior Instrument of Reference: Book 5289, Page 917 of the Hamilton County, Ohio Real Estate Records.

In consideration the conveyance of a fifteen foot wide non-exclusive egress easement over adjoining property, which has an address of 7022 Miami Avenue, Madeira, Ohio 45243, Grantor does hereby grant, bargain, sell and convey to Henry Schneider an non-exclusive easement for parking on the above described property within designated parking spaces. This easement for parking shall be for motor vehicles operated by any person having privilege to enter upon the premises located at 7022 Miami Avenue, including but not limited to customers, employees, owners, agents, representatives, contractors and occupants. Access to said parking shall be made available by the City of Madeira from Railroad Avenue and egress shall be made available to Laurel Avenue.

The City of Madeira shall cause the construction of the aforementioned parking areas to be completed within 90 days of the conveyance of the non-exclusive egress easement to the City of Madeira. The City of Madeira shall be responsible for maintaining the parking area in good condition. The City of Madeira has determined that this parking area shall contain a minimum of 5 parking spaces in excess of the number required by the Zoning Code of the City of Madeira for the buildings constructed on the above described property. The City of Madeira grants authority to Henry Schneider, his heirs, successors, and assigns, as owners of the property located at 7022 Miami Avenue, to represent the availability of a minimum of 5 parking spaces for the purpose of demonstrating compliance with the Zoning Regulations of the City of Madeira for the present and any future proposed use of the property located at 7022 Miami Avenue, Madeira, Ohio.



# WOOD & LAMPING

ATTORNEYS AND COUNSELLORS AT LAW

2500 CINCINNATI COMMERCE CENTER

600 VINE STREET

CINCINNATI, OHIO 45202-2409

TELEPHONE (513) 852-6000

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WRITER'S DIRECT DIAL NUMBER

852-6043

July 3, 1996

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\*\*\*\*ALSO ADMITTED IN PENNSYLVANIA

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KENTUCKY EXECUTIVE BUILDING

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FT. MITCHELL, KENTUCKY 41011

TELEPHONE (606) 344-4048

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VIA FAX (579-6457) AND REGULAR U.S. MAIL

Jody Stachler  
Keathing, Muething & Klekamp  
1800 Provident Tower  
One East Fourth St.  
Cincinnati, OH 45202

Re: Madeira - Schneider Reciprocal Easement Agreement

Dear Jody:

Thank you for your revised draft of the proposed Reciprocal Easement Agreement. However, several of the changes proposed are unacceptable.

In paragraph B on the first page of the proposed Agreement, the added language is incorrect and superfluous. It suggests that the entirety of the Madeira property will be used for a parking lot. This is incorrect. A portion of the property will be used for parking purposes. The buildings existing on the Madeira property will remain. In addition, the statement that the use of the property as a parking lot will continue for the term of the Agreement is superfluous. The City is offering the use of not less than five parking spaces to compliment and permit the expansion of the building on the Schneider property.

If it is necessary to insert that the use of some of the area for parking will continue for the term of this Agreement, then it should also be included with reference to the Reciprocal Egress Easement.



Jody Stachler

July 3, 1996

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In paragraph 2, Grant of Easements, subparagraph 2.1, the word is "establish." In addition, on the fourth line, the work appurtenant should precede the word easement in the same way it has been added to paragraph 2.2.

Furthermore, the additional changes made to paragraph 2.2 suffer from the same problems as did the earlier draft in paragraph 8, Zoning Variance. It is impossible for the City of Madeira to enter into the Agreement with the language proposed. If variances are required by any proposed development of the Schneider property, they may only be approved by the Planning Commission based on specific drawings and uses of the property. Theoretically, the proposed language would allow all existing parking on the Schneider property to be removed and require the City of Madeira to provide all such parking on its property. In effect, it would allow Schneider to acquire the use of a large part of Madeira property, even to the point that Schneider would be the only one using the egress easement.

The only representation that the City can make is that the Schneider property may use a minimum of five parking spaces on the Madeira property and is authorized to so represent that fact in pursuing any zoning variance or other building or zoning application.

The proposal for maintenance of easements is also unacceptable. As previously indicated, attempting to allocate maintenance responsibilities by percentages would only become cumbersome and complicated. In addition, it is not equitable. Madeira will be undertaking the major expense of building the parking lot and dedicating, in effect, at least five of those spaces for the use of the Schneider property. The Schneider property already contains the egress area. Attempting to allocate maintenance of the parking areas and the egress areas is ridiculous. If Schneider hires someone to remove snow and ice from the parking areas on the Schneider property, that person must cross the egress easement area to clear all the parking areas on the Schneider property. Are you suggesting that Schneider would receive two invoices for basically clearing the same area? How would the Schneider invoice properly allocate its own cost? If the parking area is going to be resurfaced, it is obvious that the egress easement area would be included in that resurfacing.

As I stated before, both Schneider and Madeira have a vested interest in maintaining the egress easement area. What if the parties simply agreed that whenever the City undertook any snow or ice removal or any resurfacing of the parking lot area it would also undertake the similar action on the egress easement area? But, Schneider would undertake the same responsibilities. Whenever it caused its parking area to be cleared of snow or ice or any other maintenance activity was undertaken for the Schneider parking area on the Schneider property, similar repairs would be made to the egress easement area.

**Jody Stachler**

**July 3, 1996**

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**Please review these comments with your client. It may be best if we could all meet to discuss the more formidable issues. Tom Moeller and I would be happy to meet with you and Mr. Schneider at your earliest convenience. Please call me if that appears to be helpful in resolving this impasse.**

**Very truly yours,**

**Robert P. Malloy**

**RPM:jik**

**cc: Tom Moeller**

**[dictated but not read]**

**RECIPROCAL EASEMENT AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 1996 by HENRY W. SCHNEIDER and ANITA SCHNEIDER, husband and wife, whose address is 3801 East Galbraith, Cincinnati, Ohio 45236 (collectively hereinafter "~~Parcel A Owner~~") "Schneider") and THE CITY OF MADEIRA, a municipal corporation organized and existing under the laws of the State of Ohio, whose address is 7141 Miami Avenue, Madeira, Ohio 45243 (~~"Parcel B Owner"~~) ("Madeira") under the following circumstances:

A. ~~Parcel A Owner~~ Schneider is the owner of certain real property located at 7022 Miami Avenue, Madeira, Hamilton County, Ohio, as more particularly described on Exhibit A attached hereto and made a part hereof (~~"Parcel A"~~) ("the Schneider Property"); and

B. ~~Parcel B Owner~~ Madeira is the owner of certain real property which is adjoining to ~~Parcel A~~ the Schneider Property and located at 7014 Miami Avenue, Madeira, Hamilton County, Ohio, as more particularly described on Exhibit B attached hereto and made a part hereof (~~"Parcel B"~~) ("the Madeira Property") and which is, and always will be, during the term of this Agreement, used as a parking lot; and

C. It is the desire of ~~Parcel A Owner and Parcel B Owner~~ Schneider and Madeira to enter into this Agreement for the purpose of providing for certain reciprocal easements, under the terms and conditions as hereinafter provided.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS.** As used in this Agreement, unless the context otherwise requires, the following words shall mean respectively:

1.1 "Agreement" means this Reciprocal Easement Agreement as the same may from time to time be amended.

1.2 "Beneficiaries" means the Owner(s) (as defined in Section 1.4 below) of the Property (as defined in Section 1.6 below) or any part thereof, their heirs, successors and assigns, their business invitees, guests, licensees, employees, agents, mortgagees of record and, to the extent each Owner determines, its own Tenants.

1.3 "Easement Areas" means Easement Area A and Easement Area B.

*a portion of which shall be used for parking during the term of this agreement.*



JKS DRAFT DATED 06/24/96

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1.4 "Owner" means with respect to any Parcel, the Owner(s) of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or leasehold estate of 99 years or more. Such term shall include land contract vendees except for those having an interest merely as security for the performance of an obligation.

1.5 "Parcel" means either ~~Parcel A or Parcel B~~ the Schneider Property or the Madeira Property.

1.6 "Property" means ~~Parcel A and Parcel B~~ the Schneider Property and the Madeira Property.

1.7 "Tenant" means any person or entity occupying any part of the Property pursuant to a written or oral lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

## 2. GRANT OF EASEMENTS.

*appurtenant*  
 a- 2.1 Easement A. ~~Parcel A Owner Schneider~~ does hereby create, establish ~~establish~~, grant and convey to ~~Parcel B Owner Madeira~~ and its ~~Beneficia-ries~~ Beneficiaries, a non-exclusive fifteen (15) foot wide perpetual easement for egress on, over and across a portion of ~~Parcel A,~~ the Schneider Property, as more ~~particu-larly~~ particularly described on Exhibit C attached hereto and made a part hereof ("Easement Area A"), for the purpose of providing egress for motor vehicles from any parking area located on ~~Parcel B~~ the Madeira Property to Laurel Avenue.

b- 2.2 Easement B. ~~Parcel B Owner Madeira~~ does hereby create, establish, grant and convey to ~~Parcel A Owner Schneider~~ and their ~~Beneficia-ries~~ Beneficiaries, a non-exclusive, perpetual, appurtenant easement for parking on ~~Parcel B~~ the Madeira Property ("Easement Area B"), for the purpose of providing parking to any person authorized to enter upon ~~Parcel A~~ the Schneider Property, including, but not limited to, customers, employees, owners, agents, representatives, contractors and, occupants and Tenants. Access to Easement B shall be made available by ~~Parcel B Owner from Railroad Avenue. Parcel B Owner Madeira to Schneider by means of any and all roadways and driveways which provide access to and from the Madeira Property. Madeira~~ has agreed that the parking area to be constructed on Easement Area B will contain a minimum of five (5) sufficient number of parking spaces in excess of the number required by which Schneider may use to satisfy any parking requirements under the Zoning Code of the City of Madeira for the

JKS DRAFT DATED 07/02/96

~~buildings constructed on Parcel B in order that if in the event Parcel A Owner Schneider decides to expand the existing building on Parcel A the Schneider Property from ~~2250~~ 2,250 square feet up to approximately 7,500 square feet, Parcel A Owner will be able to represent the availability and use of a minimum of five (5) parking spaces on Parcel B for purposes of complying with the Zoning Code of the City of Madeira.~~

3. MAINTENANCE OF EASEMENTS.

a. 3.1 Easement A. ~~Parcel B Owner Schneider and Madeira shall each be responsible for one hundred fifty percent (100%)(50%) of the costs of maintenance and repair of maintaining, repairing and/or improving Easement Area A.~~ N<sup>6</sup>

b. 3.2 Easement B. ~~Parcel B Owner Madeira shall cause construction of the parking spaces on Easement Area B to be completed within ninety (90) days after the date hereof. From and after the date on which construction of the parking spaces on Easement Area B is completed, Parcel B Owner Madeira shall be responsible for one hundred percent (100%) of the costs of maintaining, repairing and/or improving Easement Area B.~~

The maintenance and repair obligations for the Easement Areas shall include, but not limited to, paving, patching, striping, sealing, sweeping, removing snow and ice, maintaining drainage, cleaning and removal of debris, and other similar expenses. Notwithstanding the foregoing, any damage or destruction to any of the Easement Areas caused by the negligence or willful misconduct of any Owner of the Property shall be repaired at the sole cost and expense of such Owner.

4. NEED FOR REPAIR AND MAINTENANCE. The Easement Areas shall be maintained in good condition and repair. Ordinary maintenance shall include, but not be limited to, snow and ice removal and cleaning and removal of debris to be determined reasonably necessary by the Owner responsible for said maintenance or any other Owner.

4.1 Easement A. The decision to perform maintenance to Easement Area A (which shall include snow, ice and debris removal) or make repairs or improvements shall be made by Schneider or their designated agent.

4.2 Easement B. The decision to perform maintenance to Easement Area B (which shall include snow, ice and debris removal)



or make repairs or improvements shall be made by Madeira or its designated agent.

5. **ARBITRATION.** In the event of any claim or dispute or disagreement between the ~~Owner of Parcel A or Parcel B~~ Schneider or Madeira as to any matter concerning the repair, maintenance and/or improvement to the Easement Areas or any other matter concerning this Agreement, the claim, dispute or disagreement shall be submitted to the American Arbitration Association, Cincinnati, Ohio office ("AAA") which shall decide the matter. Any decision rendered by the AAA shall be binding upon each of the Owners affected thereby both Schneider and Madeira. Any initial deposit required by the AAA to secure the costs of the arbitration proceeding shall be paid by the Owner or Owners requesting the arbitration. The costs of the arbitration shall be paid as the AAA may direct.

6. **PAYMENT OF REPAIRS AND MAINTENANCE EXPENSES.** Whenever maintenance, repairs and/or improvements are performed by Schneider on Easement Area A in accordance with this Agreement, Schneider shall, within thirty (30) days after receipt of bills or invoices from the party performing such repairs, maintenance and/or improvements, deliver to Madeira a copy of the actual bill or invoice and a notice setting forth the total amount of such share of the maintenance and repair costs (the "Billing"). Madeira shall pay its respective share to Schneider within twenty (20) days after receipt of said Billing ("Assessment").

*NO - MUST*

7. **LIEN.** In addition to any other remedy which may exist at law or in equity, if Madeira fails to pay any Assessment as provided in Section 6 above, the amount thereof, together with interest and late charges, if any shall constitute a continuing lien on the Madeira Property from the date such Assessment is due, provided such lien shall be subject and subordinate to the lien of any first mortgage. Such lien may be enforced and foreclosed by action brought in the manner provided under the laws of the State of Ohio relating to the foreclosure of mortgages and deeds of trust on real property containing power of sale and/or assent to decree provisions.

*NO*

8 5. **CONDEMNATION.** In the event of a condemnation or a sale in lieu thereof under threat of condemnation concerning a portion or all of the Property, the award or purchase price paid for such taking shall be paid to the Owner of such land so taken, it being the intent of any other Owner who might have an easement or other property interest or right under this Agreement in the land so taken to release and/or waive such property interest or right with



respect to such award or purchase price; provided, such other Owner shall have the right to seek an award or compensation for the loss of its easement right to the extent such award or compensation paid or allocated for such loss does not reduce or diminish the amount paid to the Owner of such land taken. Nothing herein shall be construed to limit the right of Schneider or Madeira to otherwise sell or convey its respective interest as Owners of the Property, subject to the easements set forth herein.

9. INSURANCE REQUIREMENTS.

9.1 Schneider Insurance. Schneider shall maintain or caused to be maintained, throughout the duration of this Agreement, at their sole cost and expense, general public liability insurance against claims for personal injury or death and property damage, occasioned by an accident occurring in, on or about Easement Area A. The insurance shall have limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) in respect to injury or death to any one person and not less than Three Million and 00/100 Dollars (\$3,000,000.00) in respect to injury or death to any number of persons arising out of any accident.

9.2 Madeira Insurance. Madeira ~~6. INSURANCE.~~ Parcel B Owner shall maintain or caused to be maintained, throughout the duration of this Agreement, at its sole cost and expense, general public liability insurance against claims for personal injury or death and property damage, occasioned by an accident occurring in, on or about the Easement Areas. The insurance shall have limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) in respect to injury or death to any one person and not less than Three Million and 00/100 Dollars (\$3,000,000.00) in respect to injury or death to any number of persons arising out of any accident.

7 10. LIABILITY; INDEMNIFICATION. Each Owner shall indemnify and hold the other Owner(s) harmless from and against any damages, liability, actions, claims and expenses (including reasonable attorneys' fees) in connection with the loss of life, personal injury and/or damage to property arising from or occasioned wholly or in part by any negligent or willful act or omission of said Owner.

~~8. ZONING VARIANCE.~~ Parcel B Owner agrees that if in the event Parcel A Owner expands the existing building on Parcel A and it is necessary for Parcel A Owner to obtain a variance for the use of the parking spaces on Parcel B in order to comply with the parking requirements under the Zoning Code of the City of Madeira, Parcel

JKS DRAFT DATED 06/24/96

~~B Owner agrees to assist and fully cooperate with Parcel A Owner (as directed by Parcel A Owner) in connection with the application and securing of all necessary approvals for the variance.~~

9 11. **TAXES AND ASSESSMENTS.** Each Owner shall pay or cause to be paid, prior to delinquency, all taxes and assessments with respect to its Parcel.

10 12. **RUN WITH THE LAND.** The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the parties herein, and their respective successors and assigns.

11 13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

12 14. **SEVERABILITY.** If any one or more of the provisions set forth in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein.

13 15. **MODIFICATIONS.** No agreement shall be effective to add to, change, modify, waive or discharge this Agreement in whole or in part, unless such agreement is in writing and signed by both ~~Parcel A Owner and Parcel B Owner.~~ Schneider and Madeira.

14 16. **HEADINGS.** The headings herein are for convenience and reference only and in no way define and limit the scope and content of this Agreement or in any way affects its provisions.

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

WITNESSES:

~~PARCEL A OWNER~~

Printed: \_\_\_\_\_

\_\_\_\_\_  
HENRY W. SCHNEIDER

Printed: \_\_\_\_\_

\_\_\_\_\_  
ANITA SCHNEIDER

JKS DRAFT DATED 07/02/96

~~PARCEL B OWNER~~

THE CITY OF MADEIRA, an Ohio  
municipal corporation

\_\_\_\_\_  
Printed: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas W. Moeller,  
as City Manager

\_\_\_\_\_  
Printed: \_\_\_\_\_

STATE OF OHIO            )  
                              ) SS:  
COUNTY OF HAMILTON    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 1996 by HENRY W. SCHNEIDER and ANITA  
SCHNEIDER, husband and wife.

\_\_\_\_\_  
NOTARY PUBLIC



STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF HAMILTON    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 1996, by Thomas W. Moeller, as City Manager of THE CITY OF MADEIRA, an Ohio municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
NOTARY PUBLIC

This Instrument Prepared By:

Jody Klekamp Stachler, Esq.  
Keating, Muething & Klekamp  
1800 Provident Tower  
One East Fourth Street  
Cincinnati, Ohio 45202  
(513) 579-6400

369901+36990121

# WOOD & LAMPING

ATTORNEYS AND COUNSELLORS AT LAW  
2500 CINCINNATI COMMERCE CENTER

600 VINE STREET

CINCINNATI, OHIO 45202-2409

TELEPHONE (513) 852-6000

FAX (513) 852-6087

WRITER'S DIRECT DIAL NUMBER

852-6043

June 27, 1996

## COUNSEL

JOHN WOOD II  
HARRY M. HOFFHEIMER  
ROBERT O. LEMING

FRED C. LAMPING (1903-1989)

\*ALSO ADMITTED IN KENTUCKY

\*\*ALSO ADMITTED IN MINNESOTA

\*\*\*ALSO ADMITTED IN NEW YORK

\*\*\*\*ALSO ADMITTED IN PENNSYLVANIA

KENTUCKY OFFICE  
KENTUCKY EXECUTIVE BUILDING  
2055 DIXIE HIGHWAY  
SUITES 248 - 252

FT. MITCHELL, KENTUCKY 41011

TELEPHONE (606) 344-4048

344-4052

FAX 344-9631

## VIA FAX (579-6457) AND REGULAR U.S. MAIL

Jody Stachler  
Keathing, Muething & Klekamp  
1800 Provident Tower  
One East Fourth St.  
Cincinnati, OH 45202

Re: Madeira - Schneider Reciprocal Easement Agreement

Dear Jody:

The proposed Reciprocal Easement Agreement appears, for the most part satisfactory. However, there are a few comments. Under paragraph 3, Maintenance of Easements, there is a provision that the City of Madeira would be responsible for 100% of the cost, maintenance and repair of the egress easement. The City of Madeira does not wish to undertake the maintenance responsibility in the manner that is suggested. Any tenant of Schneider's property would be using the same egress area from the parking areas that already exists on Schneider's parcel. In addition, the same parties would use the egress area from the parking spaces on Madeira's property. There is no reason to conclude that the majority of use at the egress area would be generated from Madeira's parking lot. The egress area already exists and is needed for the use of Mr. Schneider's property. Therefore, the City of Madeira, while having a very real interest and willingness to maintain the egress area, does not believe that this responsibility should be borne by it alone.

Both parties will have an interest in keeping the egress area in good repair. From time to time, if Mr. Schneider is going to resurface the balance of the parking area, it would be appropriate that he also cause the egress area to be resurfaced. Therefore, it would seem appropriate that the original language be reinstated which provides that "Parcel B Owner is



Jody Stachler  
June 27, 1996  
Page 2

authorized to construct, repair and maintain the 15 foot wide egress area but shall not be obligated to maintain the egress area. Parcel A Owner may repair and maintain the egress area from time to time, but shall not be obligated to perform any maintenance.

The alternative would be to allocate a portion of the maintenance responsibilities for each of the easement areas. The City of Madeira could be responsible for 50% of the cost of repairing and maintaining the egress area, but Mr. Schneider should then be responsible for the construction, repair and maintenance of approximately 25% of the parking area. This approach is more complicated, and not recommended

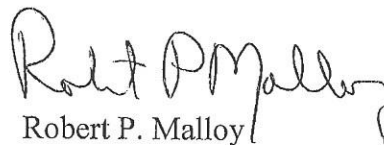
In paragraph 5, Condemnation, I suggest two changes. In the first sentence I would prefer if it reads as follows: "In the event of a condemnation or a sale under threat of condemnation concerning a portion or all of the property,.... I also suggest that we add the following sentence to the end of that paragraph: "Nothing herein shall be construed to limit the right of Parcel B Owner or Parcel A Owner to otherwise sell or convey its interest as Owner of the property, subject to the easement set for herein.

Paragraph 6 provides for Insurance. The City is agreeable to that provision provided that a similar requirement be imposed on Parcel A Owner.

Paragraph 8, Zoning Variance, is inconsistent with the Charter and Ordinances of the City of Madeira. It could be read as requiring the City to grant approvals for the variance. Consideration of variances is the duty of the City Planning Commission. In paragraph 2 b. the City authorizes the Owner of Parcel A to represent that it has the use of five additional parking spaces on adjoining property for the purposes of applying for permits and variances. However, the degree of variance sought may be far more complicated than counting parking spaces. This is within the provence of the Planning Commission to consider the matter and it would be improper for the City to pre-empt that duty imposed by the City Charter. Therefore, paragraph 8 needs to be deleted.

Please call me when you have had an opportunity to review the above comments and consider them with your client. The City does want to conclude this matter as quickly as possible.

Very truly yours,

  
Robert P. Malloy

RPM:jik  
cc: Tom Moeller

9

62 = 276-f

TNA

HAMILTON COUNTY RECORDER'S OFFICE  
Doc #: 96 - 127941 Type: EASE  
Filed: 08/15/1996 3:15:44 PM \$ 52.00  
Off. Rec.: 7125 1907 R N2 9  
Cert No.: 167475

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made as of the 19th day of July, 1996 by HENRY W. SCHNEIDER and ANITA SCHNEIDER, husband and wife, whose address is 4120 East Galbraith, Cincinnati, Ohio 45236 (collectively hereinafter "Schneider") and THE CITY OF MADEIRA, a municipal corporation organized and existing under the laws of the State of Ohio, whose address is 7141 Miami Avenue, Madeira, Ohio 45243 ("Madeira") under the following circumstances:

A. Schneider is the owner of certain real property located at 7022 Miami Avenue, Madeira, Hamilton County, Ohio, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Schneider Property"); and

B. Madeira is the owner of certain real property which is adjoining the Schneider Property and located at 7014 Miami Avenue, Madeira, Hamilton County, Ohio, as more particularly described on Exhibit B attached hereto and made a part hereof (the "Madeira Property"); and

C. It is the desire of Schneider and Madeira to enter into this Agreement for the purpose of providing for certain reciprocal easements, under the terms and conditions as hereinafter provided.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. As used in this Agreement, unless the context otherwise requires, the following words shall mean respectively:

1.1 "Agreement" means this Reciprocal Easement Agreement as the same may from time to time be amended.

1.2 "Beneficiaries" means the Owner(s) (as defined in Section 1.4 below) of the Property (as defined in Section 1.6 below) or any part thereof, their heirs, successors and assigns, their business invitees, guests, licensees, employees, agents, mortgagees of record and, to the extent each Owner determines, its own Tenants.

1.3 "Easement Areas" means Easement Area A and Easement Area B.

1.4 "Owner" means with respect to any Parcel, the Owner(s) of record from time to time, whether one or more persons

FILED FOR RECORD  
AUG 15 1996

Examined & Compliance with Sec. 319.202 R.C. Conveyance  
is exempt from fee under Sec. 319.54 (f) 3.

DUSTY RHODES  
HAMILTON COUNTY, OHIO

TRANSFER NOT NECESSARY

DUSTY RHODES  
COUNTY AUDITOR

BOOK 7125 1907



or entities, of an interest in fee simple, reversion, remainder or leasehold estate of 99 years or more. Such term shall include land contract vendees except for those having an interest merely as security for the performance of an obligation.

1.5 "Parcel" means either the Schneider Property or the Madeira Property.

1.6 "Property" means the Schneider Property and the Madeira Property.

1.7 "Tenant" means any person or entity occupying any part of the Property pursuant to a written or oral lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

## 2. GRANT OF EASEMENTS.

2.1 Easement A. Schneider does hereby create, establish, grant and convey to Madeira and its Beneficiaries, a non-exclusive fifteen (15) foot wide perpetual, appurtenant easement for egress on, over and across a portion of the Schneider Property, as more particularly described on Exhibit C attached hereto and made a part hereof ("Easement Area A"), for the purpose of providing egress for motor vehicles from any parking area located on the Madeira Property to Laurel Avenue.

2.2 Easement B. Madeira does hereby create, establish, grant and convey to Schneider and their Beneficiaries, a non-exclusive, perpetual, appurtenant easement for parking on the Madeira Property ("Easement Area B"), for the purpose of providing parking to any person authorized to enter upon the Schneider Property, including, but not limited to, customers, employees, owners, agents, representatives, contractors, occupants and Tenants. Access to Easement B shall be made available by Madeira to Schneider by means of any and all roadways and driveways which provide access to and from the Madeira Property. Madeira has agreed that the parking area to be constructed on Easement Area B will contain a minimum of five (5) parking spaces which Schneider may use for the purpose of demonstrating compliance with the Zoning Code of the City of Madeira for the present and any future proposed use of the Schneider Property.

3. MAINTENANCE OF EASEMENTS.

3.1 Easement A. Schneider shall be responsible for one hundred percent (100%) of the costs of maintaining, repairing and/or improving Easement Area A. Notwithstanding the foregoing, if in the event Madeira is maintaining, repairing and/or improving Easement Area B as provided in Section 3.2 below, Madeira agrees that it shall be obligated to provide at such time the same maintenance, repair and/or improvement to Easement Area A.

3.2 Easement B. Madeira shall cause construction of the parking spaces on Easement Area B to be completed within ninety (90) days after the date hereof. From and after the date on which construction of the parking spaces on Easement Area B is completed, Madeira shall be responsible for one hundred percent (100%) of the costs of maintaining, repairing and/or improving Easement Area B.

The maintenance and repair obligations for the Easement Areas shall include, but not limited to, paving, patching, striping, sealing, sweeping, removing snow and ice, maintaining drainage, cleaning and removal of debris, and other similar expenses. Notwithstanding the foregoing, any damage or destruction to any of the Easement Areas caused by the negligence or willful misconduct of any Owner of the Property shall be repaired at the sole cost and expense of such Owner.

4. NEED FOR REPAIR AND MAINTENANCE. The Easement Areas shall be maintained in good condition and repair. Ordinary maintenance shall include, but not be limited to, snow and ice removal and cleaning and removal of debris to be determined reasonably necessary by the Owner responsible for said maintenance or any other Owner.

4.1 Easement A. The decision to perform maintenance to Easement Area A (which shall include snow, ice and debris removal) or make repairs or improvements shall be made at the sole discretion of Schneider or their designated agent.

4.2 Easement B. The decision to perform maintenance to Easement Area B (which shall include snow, ice and debris removal) or make repairs or improvements shall be made at the sole discretion of Madeira or its designated agent.

5. CONDEMNATION. In the event of a condemnation or a sale under threat of condemnation concerning a portion or all of the Property, the award or purchase price paid for such taking shall be



paid to the Owner of such land so taken, it being the intent of any other Owner who might have an easement or other property interest or right under this Agreement in the land so taken to release and/or waive such property interest or right with respect to such award or purchase price; provided, such other Owner shall have the right to seek an award or compensation for the loss of its easement right to the extent such award or compensation paid or allocated for such loss does not reduce or diminish the amount paid to the Owner of such land taken. Nothing herein shall be construed to limit the right of Schneider or Madeira to otherwise sell or convey its respective interest as Owners of the Property, subject to the easements set forth herein.

6. INSURANCE REQUIREMENTS.

6.1 Schneider Insurance. Schneider shall maintain or cause to be maintained, throughout the duration of this Agreement, at their sole cost and expense, general public liability insurance against claims for personal injury or death and property damage, occasioned by an accident occurring in, on or about Easement Area A. The insurance shall have limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) in respect to injury or death to any one person and not less than Three Million and 00/100 Dollars (\$3,000,000.00) in respect to injury or death to any number of persons arising out of any accident.

6.2 Madeira Insurance. Madeira shall maintain or cause to be maintained, throughout the duration of this Agreement, at its sole cost and expense, general public liability insurance against claims for personal injury or death and property damage, occasioned by an accident occurring in, on or about the Easement Areas. The insurance shall have limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) in respect to injury or death to any one person and not less than Three Million and 00/100 Dollars (-\$3,000,000.00) in respect to injury or death to any number of persons arising out of any accident.

7. LIABILITY; INDEMNIFICATION. Each Owner shall indemnify and hold the other Owner(s) harmless from and against any damages, liability, actions, claims and expenses (including reasonable attorneys' fees) in connection with the loss of life, personal injury and/or damage to property arising from or occasioned wholly or in part by any negligent or willful act or omission of said Owner.



8. TAXES AND ASSESSMENTS. Each Owner shall pay or cause to be paid, prior to delinquency, all taxes and assessments with respect to its Parcel.

9. RUN WITH THE LAND. The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the parties herein, and their respective successors and assigns.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

11. SEVERABILITY. If any one or more of the provisions set forth in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein.

12. MODIFICATIONS. No agreement shall be effective to add to, change, modify, waive or discharge this Agreement in whole or in part, unless such agreement is in writing and signed by both Schneider and Madeira.

13. HEADINGS. The headings herein are for convenience and reference only and in no way define and limit the scope and content of this Agreement or in any way affects its provisions.

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

WITNESSES:

Jody Klekany Stach  
Printed: Jody Klekany Stach

Donna C. Anderson  
Printed: Donna C. Anderson

Henry W. Schneider  
HENRY W. SCHNEIDER  
Anita Schneider  
ANITA SCHNEIDER



EXHIBIT A

PARCEL I (Registered Land Certificate #149977): CERT #167475

REVISED

Situated in the Village of Madeira, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the southeast corner of Miami and Laurel Avenues; thence in the south line of Laurel Avenue North  $67^{\circ} 38'$  East 151.84 feet; thence South  $38^{\circ} 40'$  East 56.65 feet; thence South  $67^{\circ} 39'$  West 191.69 feet to the east line of Miami Avenue; thence in said east line North  $1^{\circ} 24'$  East 59.41 feet to the place of beginning.

PARCEL II:

Situated in the Village of Madeira, Columbia Township, Hamilton County, Ohio, being part of lot number Nine (9) of Moore and Hosbrooks Subdivision, a plat of which is recorded in Plat Book 3, Page 231, Hamilton County, Ohio Records and bounded as follows:

Beginning at a point in the center line of Miami Avenue eighty-six and seventy-five hundredths (86.75) feet south of the center line of Laurel Avenue; thence running North sixty-seven degrees, thirty-eight minutes East, on the South line of Donnelly lot, two hundred and twenty-four and fifty hundredths (224.50) feet to a point, said point being fifty (50) feet South sixty-seven degrees, thirty-eight minutes West from the East line of said Lot No. 9; thence South thirty-eight degrees, forty minutes East fifty-seven and twenty-one hundredths (57.21) feet to a point, said point being nine and seventy-five hundredths (9.75) feet South sixty-seven degrees thirty-eight minutes West from the East line of said Lot No. 9; thence South sixty-seven degrees, thirty-eight minutes west two hundred and sixty-four and seventy-five hundredths (264.75) feet to the center line of Miami Avenue; thence with said center line North one degree, twenty-four minutes East sixty (60) feet to the place of beginning.

This conveyance is subject to: (a) real estate taxes and assessments not presently due and payable, (b) zoning and building laws, ordinances and regulations, (c) legal highways, and (d) all easements, rights of way, and other covenants, conditions, and restrictions of record.

Parcel No. 525-2-55 and 56 (cont.) SPT MDW

Street address of property: 7022 Miami Road, Madeira Village, Ohio.



EXHIBIT B

Situate in Moore and Hosbrook's Subdivision in Section 6, Town 4, Fractional Range 2, Miami Purchase, and bounded as follows, to-wit: Beginning at a point in the center of Miami (formerly Moore) Avenue one hundred and forty-six and three-fourths (146.75) feet south of the center of Laurel Avenue; thence east two hundred and seventy-four and one-half (274.50) feet, more or less, to the east line of Lot No. 9; thence south on the east line of Lot 9 and Lot 18 Sixty (60) feet to a point; thence westwardly parallel with Laurel Avenue two hundred and seventy-four and one-half (274.50) feet to the center line of Miami Avenue; thence north in the center line of Miami Avenue sixty (60) feet to the place of beginning, being parts of Lots No. 9 and 18 of Madeira as laid out by Moore and Hosbrook, a plat of which is recorded in Plat Book 3, Page 231, Hamilton County Records, subject to all legal highways.

Prior Instrument of Reference: Book 5289, Page 917 of the Hamilton County, Ohio Real Estate Records.

## EXHIBIT C

Beginning at the Southeast Corner of the Grantors:

Thence South  $70^{\circ} 38'$  West, 58.65' along the Grantors South Line common with the City of Madeira to the Real Point of Beginning;

Thence along the centerline of the 16 foot wide Egress Easement North  $19^{\circ} 22' 28''$  West, 41.20' to a Point;

Thence continuing along the centerline of the Egress Easement North  $29^{\circ} 22' 31''$  West 69.13' to a point on the Grantors North Line common with the South Right of Way line of Laurel Avenue, said point being at the center of existing curb cut, said point being South  $70^{\circ} 38'$  West, 38.71' from the Grantors Northeast Corner.

Containing 0.041 Acres