

DECLARATION OF INGRESS / EGRESS EASEMENT

THIS DECLARATION OF INGRESS / EGRESS EASEMENT (the "Declaration") is made and entered into this ____ day of December, 2010, by The Crooked Tree Group, LLC, an Ohio limited liability company, (the "Declarants" herein.)

RECITALS

- A. Declarants are the owners of real property situated in the City of Clayton, Montgomery County, State of Ohio, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which real property is made up of two (2) parcels, legally described on Exhibit "A" and referred to herein individually as "Parcel 1," and "Parcel 2," and collectively referred to as the "Parcels".
- B. Declarants desire to impose a certain easement upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcels and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Declarants do hereby declare that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, Declarants covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean the Declarants and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Declaration as described on Exhibit "A", that is, Parcels 1 and 2, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenants(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel; and/or (ii) such tenant(s) or occupant(s).

(d) The term "Driveway" shall mean that driveway and related driveway improvements, paving, curbing, entrances and exits, in the location on the Parcels as shown and described on the attached Exhibit B, and further delineated on the Easement Exhibit drawing dated December 28, 2010, by Haley-Dusa Engineering & Survey Group, LLC.

2. Easement.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, Declarant hereby declares that Parcels 1 and 2, and all Owners and Permittees of the Parcels, shall be benefitted and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon Parcels 1 and 2 and all present and future Owners and Permittees of the Parcels 1 and 2:

(a) An easement for reasonable access, ingress and egress over the premises described in Exhibit B and delineated on the Easement Exhibit, attached hereto, including over all paved driveways, roadways and walkways as presently or hereafter constructed, without limitation. This easement is to provide for the passage of motor vehicles and pedestrians between all portions of the Driveway, and to and from all abutting streets or rights of way furnishing access to such Parcels.

2.2 Access Opening. The Access Opening to North Main Street (State Route No. 48) shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Easement Exhibit, attached hereto. There shall be maintained between the Access Opening a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above.

2.3 Reasonable Use of Easements. The easements hereinabove granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt of any deliveries in connection therewith.

3. Contemplated Driveway Construction. In the event that the Owner of Parcel 2 decides to construct an additional parking lot in the southwesterly part of Parcel 2, that Owner may extend the currently paved Driveway to serve such parking lot. Any such extension of the paved surface shall be wholly within the Ingress/Egress Easement described in Exhibit B, attached hereto, and shall be at the sole expense of the Owner of Parcel 2. Any maintenance of such extension within the Ingress/Egress Easement shall be the sole responsibility of the Owner of Parcel 2.

4. Maintenance.

4.1 Existing Paved Surface / Driveway. Maintenance of existing Driveway within the Ingress Egress Easement, as described on Exhibit B, shall be shared equally between the respective Owners of Parcel 1 and Parcel 2. Maintenance shall include, without limitation, maintaining and repairing all blacktop pavement surface of the Driveway for pedestrian and vehicular use and the removal of snow or any other debris to maintain a safe passage for ingress and egress across the driveway.

- 4.2 Contemplated Driveway Extension. In the event that the Owner of Parcel 2 decides to construct an additional parking lot in the southwesterly part of Parcel 2, any extension of the existing paved surface (as permitted by paragraph 3 of this Declaration) shall be at the sole expense of the Owner of Parcel 2. Any maintenance of such extension within the Ingress/Egress Easement shall be the sole responsibility of the Owner of Parcel 2. Maintenance shall include, without limitation, maintaining and repairing all blacktop pavement surface for pedestrian and vehicular use and the removal of snow or any other debris to maintain a safe passage for ingress and egress across the driveway.
5. Taxes and Assessments. Each Owner of the Parcels shall pay all taxes, assessments, or charges of any type, levied or made by any governmental body or agency with respect to its own Parcel(s).
6. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel 1 or Parcel 2. No easements, except those expressly set forth in paragraph 2 shall be implied by this Declaration; in that regard, and without limiting the foregoing, no easements for parking or signage are granted or implied.
7. Term. The easements and covenants contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the Office of the Montgomery County Recorder's Office and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all the record Owners of Parcel 1 and Parcel 2.
8. Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.
9. Covenants to Run with Land. It is intended this easement, covenant, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
10. Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to the easement, covenants, and obligations in this Declaration. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
11. Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

Declarants: The Crooked Tree Group, LLC,
An Ohio limited liability company
By: Xiaomu Hu, Managing Member

STATE OF OHIO)
COUNTY OF _____) ss.)
)

On this _____ day of December 2010, before me, the undersigned Notary Public in and for the county and state aforesaid, personally appeared Xiaomu Hu, Managing Member of The Crooked Tree Group, LLC, an Ohio limited liability company to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: _____

NOTARY PUBLIC

This Instrument Prepared by:
Justin A. Beard, Esq.
Kennedy & Kennedy Co., LPA
10723 Montgomery Road
Cincinnati, Ohio 45242
(513) 489-4157

EXHIBIT "A"
LEGAL DESCRIPTION OF PARCELS

PARCEL 1

Situate in the City of Clayton, Township of Randolph, County of Montgomery and State of Ohio and being Section 36, Town 5, Range 5 East and being the whole of a 0.065 acre tract of land, more or less, and also the whole of a 0.5826 acre tract of land, more or less and being also the remaining portion, (0.097 A+) out of the 0.759 acre tract of land, more or less, as conveyed to Elmer Roser and Eveanna Roser by deed recorded in Deed Volume 1563, Page 494 and 495 of the Deed records of said County, the combined tracts of 0.7446 acres or land, being more fully bounded and described as follows:

Beginning at a point in the center-line of the Dayton Covington Pike, (State Route #48); said point bearing North 36°15' West, a distance of 347.62 feet from the intersection of said centerline with the half line of said section; said point being also witnessed by an iron pipe, bearing South 55°42' West, 33.00 feet distant.

Thence from said beginning point, South 55°42' West, along the North line of a 0.0662 acre tract of land, more or less, as conveyed to James E. Smith and Phyllis J. Smith, by deed recorded in Deed Volume 1733, Page 261, of the Record of Deeds of said County; a distance of 299.88 feet to an iron pipe set for a corner.

Thence North 28°27' West, along the West lines of the following tracts, namely, 0.759 acre tract, said 0.5826 acre tract and said 0.065 acre tract, a distance of 111.82 feet to the Northwest corner of said 0.065 acre tract;

Thence North 53°45' East along the North line of said 0.065 acre tract, a distance of 284.15 feet to a point, in the center line of the Dayton Covington Pike, being the northeast corner of 0.065 acre tract.

Thence South 36°15' East, along the center-line of the Dayton and Covington Pike, (State Route #48) for a distance of 121.12 feet to the place of beginning; the above described tract having a combined total acreage of 0.7446 acres.

Parcel ID No. M60-32-10-110,128,129
Property Address: 8137 North Main Street, Dayton, Ohio 45415

PARCEL 2

Situate in the City of Clayton, Township of Randolph, County of Montgomery, State of Ohio, and being part of Section 36, Town 5, Range 5 East, being more particularly described as follows:

Beginning at a point in the centerline of N. Main Street (State Route 48), said point being located North 36°15'00" West, a distance of 468.74 feet from the half-section line of said Section 36, said beginning point also being most northerly corner of lands conveyed to Gary L. and Shirley A. Furay as described in Deed Book 2325, Page 520;

Thence South 53°55'00" West, along the northwesterly line of said furay lands, passing an iron witness pin at 50.00 feet, a total distance of 284.15 feet to an iron pin on the northeasterly line of lands conveyed to Wayne L. and Monica M. Pencil as described on Microfiche 71-256B10;

Thence North 28°17'57" West, along the northeasterly line of said Pencil lands and its northwestward extension, a distance of 151.39 feet to an iron pin;

Thence North 53°55'00" East, passing an iron witness pin at 213.21 feet, a total distance of 263.21 feet to a point in the center-line of above said North Main Street;

Thence South 36°15'00" East, along the centerline of said North Main Street, a distance of 150.00 feet to the PLACE OF BEGINNING.

Containing 0.942 Acres

Parcel No. M60-32-10-13

Property Address: 8141 North Main Street, Dayton, Ohio 45415

EXHIBIT "B" INGRESS / EGRESS EASEMENT LEGAL DESCRIPTION

INGRESS/EGRESS EASEMENT
0.0810 ACRES
SECTION 36, TOWN 5, RANGE 5 EAST
CITY OF CLAYTON
MONTGOMERY COUNTY, OHIO

Situate in Section 36, Town 5, Range 5 East, City of Clayton, County of Montgomery, State of Ohio and being a 15 foot wide easement for Ingress and Egress over a 0.7446 acre tract conveyed to The Crooked Tree Group, LLC in IR Deed #08-073684, more particularly described as follows: (all references to deed books, official records, microfiche numbers, instrument numbers, survey records and/or plats refer to the Montgomery County Recorder's Office, Montgomery County, Ohio)

Beginning at the northwest corner of said 0.7446 acre tract, thence along the north line of said 0.7446 acre tract, **North 53°46'42" East** a distance of **234.15** feet to the west right-of-way line of North Main Street;

Thence along the west right-of-way line of North Main Street, **South 36°21'48" East** a distance of **15.00** feet;

Thence **South 53°46'42" West** a distance of **236.24** feet to the west line of said 0.7446 acre tract;

Thence along the west line of said 0.7446 acre tract, **North 28°25'00" West** a distance of **15.14** feet to the place of beginning.

Containing **0.0810** acres, more or less.

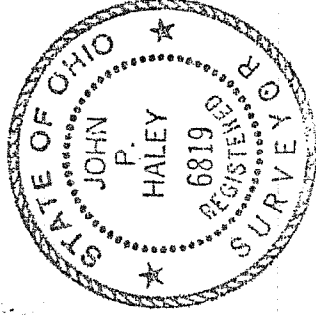
Subject to all legal highways, easements, and restrictions of record.

Basis of Bearings: east line of J. Friedman Replat – Plat Book "OO", Page 26

Haley-Dusa Engineering & Surveying Group, LLC

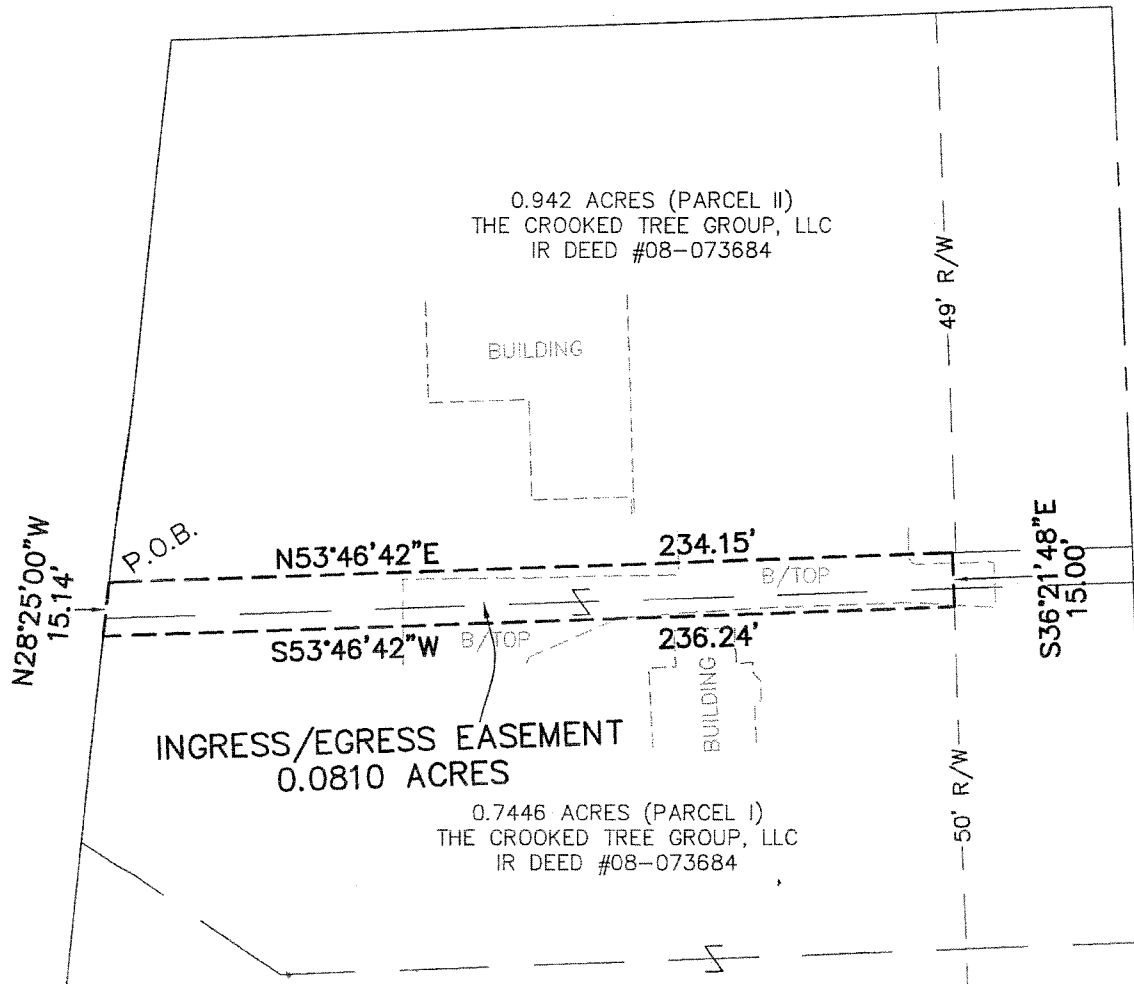

John P. Haley

Registered Surveyor
Ohio License Number 6819



December 28, 2010
Job # S2862

EASEMENT EXHIBIT
SECTION 36, TOWN 5, RANGE 5 EAST
CITY OF CLAYTON
MONTGOMERY COUNTY, OHIO
0.0810 ACRES

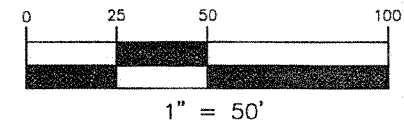


BASIS OF BEARINGS:

- EAST LINE OF J. FRIEDMAN REPLAT –
 S28°25'00"E – P.B. "00", PAGE 26

SURVEY REFERENCES:

- J. FRIEDMAN REPLAT –
 P.B. "00", PAGE 26
- IR DEED #08-073684



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Scale: 1"=50'	Drawn: SBM	Checked: JPH
Date: 12-28-10	Job No. S2862	