

## TRANSFER NOT NECESSARY

By Rachel Galvin  
 10/13/2021 11:57 AM  
 Dusty Rhodes  
 Hamilton County Auditor

Scott Crowley  
 Hamilton County Recorder's Office  
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T N N

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is entered into effective as of the date of the later of the parties' signatures hereon (such later date being the "Effective Date"), by and between **Scott Street Partners-II LLC**, an Ohio limited liability company ("SSP") whose mailing address is PO Box 36381, Cincinnati, Ohio 45236 and **Five Star Equity Investors LLC**, an Ohio limited liability company ("Five Star") whose mailing address is PO Box 36381, Cincinnati, Ohio 45236, under the following terms and conditions:

WHEREAS, SSP is the owner of certain real property commonly known as 8240 Northcreek Drive, Cincinnati, Ohio 45236, being Hamilton County, Ohio Auditor's Parcel No. 600-0092-0333-00 (the "SSP Property") as more particularly described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, Five Star is the owner of certain adjacent real property comprised of twelve (12) parcels known as Lots 1 through 11 (each, a "Residential Lot" and collectively the "Residential Lots") and Lot A (which shall not be deemed a Residential Lot for purposes of this Agreement) (collectively, the "Five Star Property") as more particularly described on Exhibit B attached hereto and incorporated herein; and

WHEREAS, the parties hereby enter into this Agreement to set forth the terms and conditions of the easements for the construction, expansion, use, and maintenance of an existing detention basin located on the SSP Property that SSP intends to expand to serve the Five Star Property, SSP Property and adjacent Benefited Parcels (as defined herein).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Grant of Easements.

A. Five Star, for itself and on behalf of its successors and assigns as the owner of the Five Star Property, does hereby grant to SSP, its successors and assigns, as the owner of the SSP Property, a perpetual (except as set forth in Section 3 below) non-exclusive easement for the drainage, control and detention of surface water runoff from the SSP Property, and for the installation and construction of a detention basin and associated underground drainage lines, ditches and related facilities necessary or useful for the drainage, control and detention of surface water (collectively, the "Stormwater System"), over, across, upon and through that portion of the Five Star Property which is depicted on the attached Exhibit C as the Stormwater Detention Basin Easement.

For the avoidance of doubt, SSP shall be solely responsible for the initial installation and construction of the Stormwater System. The Stormwater System (including the portion identified on Exhibit C as the 20 Ft. Private Storm Sewer Easement, serving the Five Star Property) shall be constructed by SSP at its sole cost and expense, in substantially the manner as depicted on Exhibit C. All construction shall be performed in a good and workmanlike manner, and in accordance with all applicable laws, codes and ordinances. Five Star, for itself and on behalf of its successors and assigns as the owner of the Five Star Property, shall cooperate with SSP in such construction, including but not limited to executing and acknowledging any plats or other documents that may be required by governmental authorities to facilitate the construction of the Stormwater System.

SSP and its successors and assigns shall keep the Five Star Property free and clear of all mechanics' and materialmen's liens and other liens on account of work done for or by SSP, its successors or assigns or persons claiming under them.

B. SSP, for itself and on behalf of its successors and assigns as the owner of the SSP Property, does hereby grant to Five Star, its successors and assigns, as the owner of the Five Star Property, a perpetual (except as set forth in Section 3 below) non-exclusive easement for the drainage, control and detention of surface water runoff from the Five Star Property, through the Stormwater System over, across, upon and through that portion of the SSP Property which is depicted on the attached Exhibit C as the 20 Ft. Private Drainage Easement and into the Stormwater Detention Basin Easement.

C. Five Star, for itself and on behalf of its successors and assigns as the owner of the Five Star Property, does hereby grant to SSP, its successors and assigns, as the owner of the SSP Property, a perpetual (except as set forth in Section 3 below) non-exclusive easement for the maintenance, repair and replacement of the detention basin and those components of the Stormwater System that are necessary or useful for the drainage, control and detention of surface water from the SSP Property or from the Benefitted Parcels (as defined below).

For the avoidance of doubt, SSP and its successors and assigns shall have no liability or responsibility for maintenance, repair or replacement of the drainage lines that serve the Residential Lots, nor the collection boxes that connect those drainage lines, nor the drainage lines that direct water from those collection boxes into the detention basin, nor any other components of the Stormwater System that solely serve the Five Star Property (collectively, the "Residential Lines").

Upon the completion of the initial installation and construction of the Stormwater System, SSP, and its successors and assigns as the owner of the SSP Property, as the case may be, shall be responsible for maintaining, repairing and replacing the Stormwater System (other than the Residential Lines), at no expense to the owner of the Five Star Property, except however that (i) the owner of each Residential Lot shall be obligated to pay to the owner of the SSP Property or its designee a Stormwater Fee (as hereinafter defined) as such owner's contribution toward the cost of maintaining, repairing and replacing the detention basin, commencing at the time such Residential Lot is no longer owned by Five Star; and (ii) the cost to repair any damage caused by the negligence of any owner of the Five Star Property, its employees, agents or contractors, shall be paid by such owner to the owner of the SSP Property or its designee upon demand. The "Stormwater Fee" for each Residential Lot shall initially be \$50.00 per month in 2021, but shall increase by 3% annually on January 1 of each year (with the first such increase occurring on January 1, 2022). The owner of the SSP Property (or its designee) shall at its option have the right to bill the Stormwater Fee on a monthly, quarterly or annual basis; however billed, the Stormwater Fee shall be due and payable in advance, within thirty (30) days after invoice. If such invoice is not paid within said thirty (30) day period, the delinquent amount shall thereupon begin to incur interest at a rate of twelve percent (12%) per annum, and the owner of the SSP Property (or its designee) shall have the right to record a lien against the defaulting Residential Lot for the amount of the delinquent Stormwater Fee and such interest. Such lien shall contain at least: (i) a statement of all delinquent amounts due and payable; (ii) a legal description of the Residential Lot in question; (iii) the name of the owner or reputed owner of the Residential Lot in question; and (iv) the name and address of the person filing the lien. The lien, when so recorded, may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

D. SSP, for itself and on behalf of its successors and assigns as the owner of the SSP Property, does hereby grant to Five Star, its successors and assigns, as the owner of the Five Star Property, a perpetual (except as set forth in Section 3 below) non-exclusive easement for the maintenance, repair and replacement of the Residential Lines. For the avoidance of doubt, the owners of the Residential Lots shall be solely liable and responsible for maintenance, repair and replacement of the Residential Lines, at no cost to the owner of the SSP Property or the Benefitted Properties. To the extent that maintenance, repair or replacement is required for any collection box or other portion of the Residential Lines that serves more than one Residential Lot (a "Shared Line"), then the cost of such maintenance, repair or replacement of the Shared

Line shall be apportioned equally between the Residential Lots served by such Shared Line and the owner(s) of such Residential Lots shall each pay their share of such cost within thirty (30) days after invoice by the Residential Lot owner incurring such cost. If such invoice is not paid within said thirty (30) day period, the delinquent amount shall thereupon begin to incur interest at a rate of twelve percent (12%) per annum.

2. Benefited Parcels. SSP and Five Star, for themselves and on behalf of each of their respective successors and assigns, hereby acknowledge and agree that SSP – Northcreek LLC, an Ohio limited liability company (“Northcreek”), being the owner of Hamilton County Parcel No. 600-0092-0336-00 (the “Northcreek Parcel”), SSP – MOB LLC, an Ohio limited liability company (“MOB”), being the owner of Hamilton County Parcel No. 600-0092-0335-00 (the “MOB Parcel”), and Kenwood Access LLC, an Ohio limited liability company (“Access”), being the owner of Hamilton County Parcel No. 600-0092-0332-00 (the “Access Parcel”), and their respective successors as the owners of such real property, shall each be beneficiaries of this Agreement, despite not being parties hereto, and shall have the benefit of the Stormwater System and the right and easement to drain surface water from their respective real property over, across, upon, through and into the Stormwater System into the Stormwater Detention Basin Easement. The Northcreek Parcel, MOB Parcel and Access Parcel, each of which is more particularly described on Exhibit D attached hereto and incorporated herein by reference, shall be referred to herein as the “Benefited Parcels”.

3. Termination. Notwithstanding anything herein to the contrary, SSP and its successors and assigns as the owner of the SSP Property shall have the right, in their sole and exclusive discretion (without the need for any signature or approval from Five Star, its successors and assigns as the owner(s) of any of the Five Star Property), by delivering written notice to Five Star or its successors and assigns as the owner(s) of the Five Star Property and by recording an instrument executed by the owner of the SSP Property, to terminate this Agreement and the easement(s) granted herein, and to permanently disable and eliminate the detention basin depicted on Exhibit C and to remove and pave over and re-develop the area depicted as the Stormwater Detention Basin Easement (which redevelopment may include installation of surface parking, lighting, curbing and related improvements, utilities and landscaping features), provided that SSP provides or causes to be provided to the Five Star Property continuous and uninterrupted use of an alternative stormwater detention and drainage system on or about the SSP Property and/or the Benefitted Parcels and/or the portion of the Five Star Property known as Lot A, sufficient to properly serve the Five Star Property as developed for single family, detached residential use with a total density of not more than eleven (11) homes thereon (an “Alternative Stormwater System”). In the event of such termination, the owner(s) of the Five Star Property shall cooperate in good faith to facilitate such termination and connection to the Alternative Stormwater System, including but not limited to executing and acknowledging such plats, easements and other documents as may be necessary or desirable. For the avoidance of doubt, the obligations of each Residential Lot to pay the Stormwater Fee as described above, and



to be solely responsible for maintenance, repair and replacement of the drainage lines that serve the Residential Lots, the collection boxes that connect those drainage lines, the drainage lines that direct water from those collection boxes into the detention basin, and any other components of the Alternative Stormwater System that solely serve the Five Star Property, shall not be terminated and shall continue in full force and effect with respect to any Alternative Stormwater System.

4. Covenants Running With the Land. The rights, agreements, representations, warranties and easements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by Five Star, SSP, Northcreek and MOB and their respective heirs, personal representatives, successors and assigns, as the case may be.

5. Amendment. This Agreement may be amended only by written instrument duly executed and acknowledged by the owners of both the Five Star Property and the SSP Property. Notwithstanding the foregoing, the owner of the SSP Property, acting unilaterally and without the need for the approval or signature of the owner(s) of the Five Star Property, shall have the right to terminate this Agreement (and the easement(s) herein granted) at any time in accordance with Section 3 above.

6. Severability. If any of the provisions of this Agreement or the application of that provision to any person or circumstances shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Agreement, or the application of the provisions to other persons or circumstances, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. No Dedication. Nothing contained herein shall be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

8. Non-Merger. It is the express intent of the parties that the easements provided in this Agreement shall not be extinguished by, merged into, or otherwise deemed affected by the common ownership of the real property or any parcel or portion thereof. No merger of title, estate, or interest shall be deemed effectuated by any subsequent transfer, grant, or assignment of an interest or estate in the real property, or any parcel or portion thereof, unless otherwise specifically agreed in writing by the affected parties.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the date(s) set forth below, to be effective as of the latest date set forth beside the parties' signatures to this Easement Agreement.

SCOTT STREET PARTNERS – II LLC

By: Marie E Fox  
 Name: Marie E Fox  
 Its: Asset Manager

STATE OF OHIO :  
 COUNTY OF HAMILTON :

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 2021, by MARIE E FOX, Asset Manager of Scott Street Partners – II LLC, an Ohio limited liability company, on behalf of the limited liability company.



VICKIE L. KRAMER  
 Notary Public, State of Ohio  
 My Commission Expires 06-07-2022

Vickie L. Kramer  
 Notary Public

FIVE STAR EQUITY INVESTORS LLC

By: Marie E Fox  
 Name: Marie E Fox  
 Its: Asset Manager

STATE OF OHIO :  
 COUNTY OF HAMILTON :

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 2021, by MARIE E FOX, Asset Manager of Five Star Equity Investors LLC, an Ohio limited liability company, on behalf of the limited liability company.



VICKIE L. KRAMER  
 Notary Public, State of Ohio  
 My Commission Expires 06-07-2022

Vickie L. Kramer  
 Notary Public

This instrument was prepared in its unexecuted form by: Daniel E. Reitz, Esq., Graydon Head & Ritchey LLP, 312 Walnut Street, Suite 1800, Cincinnati, Ohio 45202.

14522 02868

EXHIBIT A

[SSP Property]

See attached.

EXHIBIT A

PARCEL 600-92-333

**DESCRIPTION FOR:** Scott Street Partners-II LLC ~ 3.1965 Acres  
**LOCATION:** Northcreek Drive, Sycamore Township

Situate in Section 8, Town 4, Entire Range 1, Sycamore Township, Hamilton County, Ohio, and being more particularly described as follows:

Commencing at an iron pin set at the intersection of the easterly right-of-way line of Interstate Route 71 and the northerly right-of-way line of East Galbraith Road (a 40 foot half right-of-way at this point);

Thence along said line of East Galbraith Road, South 79° 22' 35" East, 237.38 feet to a point witnessed by an existing 5/8" iron pin (broken cap) lying 0.3' south & east;

Thence North 05° 52' 25" East 109.86 feet to a point witnessed by an existing 5/8" iron pin (broken cap) lying 0.1' south & 1.2' west;

Thence North 78° 02' 25" East, 11.43 feet to a set iron pin and the REAL POINT of BEGINNING for this description;

Thence from said REAL POINT of BEGINNING, North 11° 02' 58" East, 249.54 feet to a set nail;

Thence South 83° 57' 02" East, 91.80 feet to a set nail;

Thence North 78° 25' 16" East, 64.42 feet to a set nail;

Thence North 06° 02' 58" East, 164.49 feet to a set nail;

Thence North 83° 57' 02" West, 56.97 feet to a set nail;

Thence North 06° 02' 58" East, 242.64 feet to a set iron pin;

Thence South 48° 08' 12" East, 374.87 feet to an existing 5/8" iron pin;

Thence South 42° 17' 48" West, 159.30 feet to a point witnessed by an existing 5/8" iron pin (cap: "JJD") lying 0.6' east;

Thence South 03° 13' 18" West, 249.99 feet to a point witnessed by an existing 5/8" iron pin lying 0.3' north & 0.1' west;

Thence South 05° 52' 25" West, 20.89 feet to a point witnessed by an existing 5/8" iron pin lying 0.15' north & 0.1' west;

Thence North 80° 37' 35" West, 140.54 feet to a point witnessed by an existing 5/8" iron pin lying 0.2' west;

Thence South 78° 02' 25" West, 210.17 feet to the REAL point of beginning.

Containing 3.1965 acres of land.

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



EXHIBIT B

[Five Star Property]

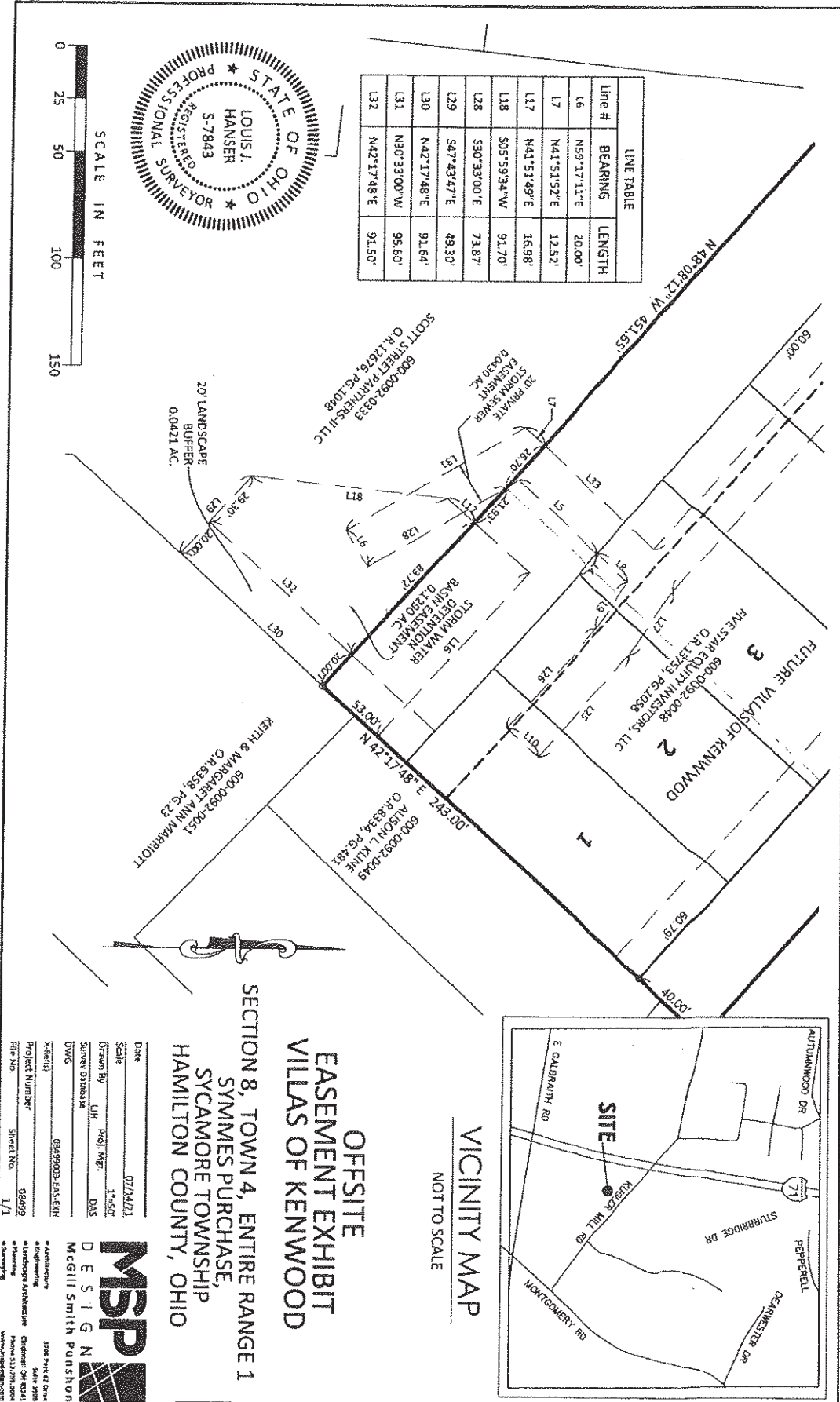
Situate in Sycamore Township, Hamilton County, Ohio, being Lot A, and all of Lots Numbered One (1) through Eleven (11), inclusive, of the Villas of Kenwood Subdivision, as recorded in Plat Book 488, Pages 81 and 82 of the Hamilton County, Ohio Records.

EXHIBIT C

[Depiction of the Location of the Stormwater System]

See attached.





**DESCRIPTION FOR:** **20' PRIVATE STORM  
SEWER EASEMENT**

**LOCATION:** **KUGLER MILL ROAD**

Situate in Section 8, Town 4, Entire Range 1, Sycamore Township, Hamilton County and the State of Ohio and being part of the lands in the name of Five Star Equity Investors, LLC as recorded in O.R. Volume 13003, Page 696, O.R. Volume 13843, Page 501, O.R. Volume 10406, Page 1950 and O.R. Volume 13753, Page 1058 of the Hamilton County Ohio Recorders Office, and being a 20.00 foot in width private storm sewer easement, being described as follows:

Commencing at the northeast corner of lands as conveyed to Scott Street Partners-II LLC, as recorded in O.R. Volume 12676, Page 1048 of the Hamilton County Ohio Recorders Office and the westerly line of lands as conveyed to Keith & Margaret Ann Marriott as recorded in O.R. Volume 6358, Page 23 of said Hamilton County Ohio Recorders Office;

Thence with the north line of said Scott Street Partners-II LLC lands, North 48°08'12" West, a distance of 125.65 feet to the POINT of BEGINNING of said easement;

Thence, continuing with said Scott Street Partners-II LLC lands, North 48°08'12" West, 26.70 feet to a point;

Thence through aforesaid Five Star Equity Investors, LLC lands, along the following thirteen (13) courses and distances:

- 1) North 41°51'52" East, 71.99 feet to a point;
- 2) North 48°08'12" West, 265.89 feet to a point;
- 3) North 47°10'55" West, 231.14 feet to a point;
- 4) North 09°34'01" East, 23.92 feet to a point;
- 5) South 47°10'55" East, 244.26 feet to a point;
- 6) South 48°08'12" East, 275.15 feet to a point;
- 7) South 55°40'46" East, 35.68 feet to a point;
- 8) South 47°57'44" East, 65.03 feet to a point;
- 9) South 41°51'48" West, 20.00 feet to a point;
- 10) North 47°57'44" West, 63.74 feet to a point;
- 11) North 55°40'46" West, 26.23 feet to a point;



- 12) South 41°51'52" West, 71.35 feet to a point;
- 13) North 32°27'03" West, 6.96 feet to the POINT of BEGINNING;

Easement containing 0.3148 acres of land.

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

Bearings are based on the Ohio State Plane Coordinate System -- Ohio South Zone.

The above-described easement is for the construction and installation of a storm sewer and appurtenances.

The above description is the result of a survey prepared by McGill Smith Punshon, Inc. under the direction of Louis J. Hanser, P.S. No. 7843

Louis J. Hanser, P.S.  
Ohio Registration No. 7843

---

Louis J Hanser P. S. #7843

Prepared by: McGill Smith Punshon, Inc.  
Date: 07/16/21  
MSP No.: 08499.25

08499.25 Storm sewer easement 0.03148 ac.docx

**DESCRIPTION FOR:**

**STORM WATER DETENTION  
BASIN EASEMENT**

**LOCATION:**

**KUGLER MILL ROAD**

Situate in Section 8, Town 4, Entire Range 1, Sycamore Township, Hamilton County and the State of Ohio and being part of the lands in the name of Five Star Equity Investors, LLC as recorded O.R. Volume 13753, Page 1058 of the Hamilton County Ohio Recorders Office, and being a Storm Water Detention Basin Easement, being described as follows:

BEGINNING at the northeast corner of lands as conveyed to Scott Street Partners-II LLC, as recorded in O.R. Volume 12676, Page 1048 of said County Official Records and the westerly line of lands as conveyed to Keith & Margaret Ann Marriott as recorded in O.R. Volume 6358, Page 23 of said Hamilton County Ohio Recorders Office;

Thence with the north line of said Street Partners-II LLC lands Scott, North 48°08'12" West, 103.72 feet to a point;

Thence through aforesaid Five Star Equity Investors, LLC lands, North 41°51'49" East, 35.00 feet to a point and South 48°08'11" East, 103.98 feet to a point in the westerly line of lands as conveyed to Alison L. Kline by Deed O.R. 8334, Page 481 said Hamilton County Ohio Recorders Office;

Thence with the west line of said Kline Lands, South 42°17'48" West, 35.00 feet to the POINT of BEGINNING;

Easement containing 0.0834 acres of land.

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

Bearings are based on the Ohio State Plane Coordinate System – Ohio South Zone.

The above description is the result of a survey prepared by McGill Smith Punshon, Inc. under the direction of Louis J. Hanser, P.S. No. 7843

Louis J. Hanser, P.S.  
Ohio Registration No. 7843

---

Louis J Hanser P. S. #7843

McGill Smith Punshon, Inc.  
3700 Park 42 Drive ■ Suite 190B ■ Cincinnati, Ohio ■ 45241-2097  
513.759.0004 ■ Fax 513.563.7099 ■ [www.mcgillsmithpunshon.com](http://www.mcgillsmithpunshon.com)



14522 02877

Prepared by: McGill Smith Punshon, Inc.  
Date: 07/16/21  
MSP No.: 08499.25

08499.25 land scape easement D.03810 ac.docx

2 of 2

McGill Smith Punshon, Inc.  
3700 Park 42 Drive ■ Suite 1908 ■ Cincinnati, Ohio ■ 45241-2097  
513.759.0004 ■ Fax 513.563.7099 ■ [www.mcgillsmithpunshon.com](http://www.mcgillsmithpunshon.com)



**DESCRIPTION FOR:** 20' PRIVATE STORM  
SEWER EASEMENT

**LOCATION:** KUGLER MILL ROAD

Situate in Section 8, Town 4, Entire Range 1, Sycamore Township, Hamilton County and the State of Ohio and being part of the lands in the name of Scott Street Partners-II LLC, as recorded in O.R. Volume 12676, Page 1048 of the Hamilton County Ohio Recorders Office, and being a 20.00 foot in width private storm sewer easement, being described as follows:

Commencing at the northeast corner of lands as conveyed to Scott Street Partners-II LLC, as recorded in O.R. Volume 12676, Page 1048 of said County Official Records and the westerly line of lands as conveyed to Keith & Margaret Ann Marriott as recorded in O.R. Volume 6358, Page 23 of said Hamilton County Ohio Recorders Office

Thence with the north line of said Scott Street Partners-II LLC lands, North 48°08'12" West, a distance of 125.65 feet to the POINT of BEGINNING of said easement;

Thence through aforesaid Scott Street Partners-II LLC lands, along the following four (4) courses and distances:

- 1) South 30°33'00" East, 73.87 feet to a point;
- 2) South 59°17'11" West, 20.00 feet to a point;
- 3) North 30°33'00" West, 95.60 feet to a point;
- 4) North 41°51'52" East, 12.52 feet to a point;

Thence, with the northerly line of said Scott Street Partners-II LLC lands, South 48°08'12" East, 26.70 feet to the POINT of BEGINNING;

Easement containing 0.0430 acres of land.

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

Bearings are based on the Ohio State Plane Coordinate System – Ohio South Zone.

The above-described easement is for the construction and installation of a storm sewer and appurtenances.

The above description is the result of a survey prepared by McGill Smith Punshon, Inc. under the direction of Louis J. Hanser, P.S. No. 7843

Louis J. Hanser, P.S.  
Ohio Registration No. 7843

---

Louis J Hanser P. S. #7843

Prepared by: McGill Smith Punshon, Inc.  
Date: 07/16/21  
MSP No.: 08499.25

08499.25 Storm sewer easement 0.03148 ac.docx



**DESCRIPTION FOR: STORM WATER DETENTION  
BASIN EASEMENT**

**LOCATION: KUGLER MILL ROAD**

Situate in Section 8, Town 4, Entire Range 1, Sycamore Township, Hamilton County and the State of Ohio and being part of the lands in the name of Scott Street Partners-II LLC, as recorded in O.R. Volume 12676, Page 1048 of Hamilton County, Ohio Records County Office and being a Storm Water Detention Basin Easement, being described as follows:

BEGINNING at the northeast corner of said Scott Street Partners-II LLC lands and the westerly line of lands as conveyed to Keith & Margaret Ann Marriott as recorded in O.R. Volume 6358, Page 23 of Hamilton County, Ohio Records Office;

Thence with the east line of said Scott Street Partners-II LLC lands, South  $42^{\circ}17'48''$  West, 91.64 feet to a point;

Thence through said Scott Street Partners-II LLC lands, along the following three (3) courses and distances:

- 1) North  $47^{\circ}43'47''$  West, 49.30 feet to a point;
- 2) North  $05^{\circ}59'34''$  East, 91.70 feet to a point;
- 3) North  $41^{\circ}51'49''$  East, 16.98 feet to a point in the southerly line of lands as conveyed to of Five Star Equity Investors, LLC as recorded in O.R. Volume 13753, Page 1058 of the Hamilton County Ohio Records Office;

Thence with the southerly line of said Five Star Equity Investors, LLC Lands South  $48^{\circ}08'12''$  West, 103.72 feet to the POINT of BEGINNING;

Easement containing 0.1290 acres of land.

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

Bearings are based on the Ohio State Plane Coordinate System – Ohio South Zone.

The above description is the result of a survey prepared by McGill Smith Punshon, Inc. under the direction of Louis J. Hanser, P.S. No. 7843

Louis J. Hanser, P.S.  
Ohio Registration No. 7843

---

Louis J Hanser P. S. #7843

Prepared by: McGill Smith Punshon, Inc.

Date: 07/16/21

MSP No.: 08499.25

08499.25 land scape easement 0.03610 ac.docx

EXHIBIT D

[Legal Description of Benefited Parcels]

See attached.

SYCAMORE TOWNSHIP PLANNING/ZONING  
HAMILTON COUNTY, OHIO

**APPROVED**

GREG BICKFORD

**DESCRIPTION FOR:** SSP - Northcreek, LLC  
**LOCATION:** Northcreek Drive, Sycamore Township

**1.4689 Acres**

Situate in Section 8, Town 4, Entire Range 1, Sycamore Township, Hamilton County, Ohio, and being more particularly described as follows:

Commencing at an iron pin set at the intersection of the easterly right-of-way line of Interstate Route 71 and the northerly right-of-way line of East Galbraith Road (a 40 foot half right-of-way at this point);

Thence along said easterly line of Interstate 71, the following three (3) courses and distances:

1. North 23°26'27" East, 62.65 feet to a point witnessed by an existing 1" iron pipe lying 1.2' south & 0.5' east;
2. North 10°40'56" East, 254.03 feet to a point witnessed by an existing 1" iron pin (cap: "ODOT") lying 0.6' east;
3. North 17°21'27" East, 281.53 feet to a set iron pin at the real point of beginning for this description;

Thence from said REAL POINT OF BEGINNING, North 17°21'27" East, 72.55 feet to a point witnessed by an existing 1" iron pin (cap: "ODOT") lying 0.2' north;

Thence North 17°10'53" East, 262.88 feet to a set iron pin;

Thence South 48°08'12" East, 90.55 feet to a point witnessed by an existing 1/2" iron pin (cap: "RDZ") lying 1.9' east;

Thence North 05°52'24" East, 12.36 feet to a point witnessed by an existing 5/8" iron pin (cap: "H+M") lying 1.9' east;

Thence South 48°08'12" East, 93.67 feet to a point witnessed by an existing 5/8" iron pin (cap: "H+M") lying 1.9' east;

Thence South 42°17'48" West, 10.00 feet to a point witnessed by an existing 5/8" iron pin (cap: "JJD") lying 0.1' north & 0.5' west;

Thence South 48°08'12" East, 76.78 feet to a set iron pin;

Thence South 06°02'58" West, 180.64 feet to a set nail;

Thence North 83°57'02" West, 270.68 feet to the REAL point of beginning.

Containing 1.4689 acres of land.

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

HAMILTON COUNTY, OHIO

**APPROVED**

NO PLAT REQUIRED

*[Signature]*  
11-24-15

McGill Smith Punshon, Inc.  
3700 Park 42 Drive • Suite 1908 • Cincinnati, Ohio • 45241-2097  
513.759.0004 • Fax 513.563.7099 • www.mcgillsmithpunshon.com

1 of 2

**DESCRIPTION ACCEPTABLE**  
**HAMILTON COUNTY ENGINEER**

Tax Map - 11/24/15

AGIS - 11-30-15 RET

NS E. Galbraith Rd (rear)  
600-92-44 = 1.4689 Ac.  
336  
Balance

Being part of the 3.6924 acre tract conveyed to SSP-Northcreek, LLC in Official Record 12677, Page 695, Hamilton County, Ohio Recorder's Office.

Together with a non-exclusive perpetual easement for vehicular and pedestrian ingress and egress more particularly described as follows:

Beginning at an iron pin set at the intersection of the easterly right-of-way line of Interstate Route 71 and the northerly right-of-way line of East Galbraith Road (a 40 foot half right-of-way at this point);

Thence along said easterly line of Interstate 71, the following three (3) courses and distances:

1. North 23°26'27" East, 62.65 feet to a point;
2. North 10°40'56" East, 254.03 feet to a point;
3. North 17°21'27" East, 281.53 feet to a point;

Thence South 83°57'02" East, 50.99 feet to a point;

Thence South 17°21'27" West, 75.47 feet to a point;

Thence North 83°57'02" West, 10.20 feet to a point;

Thence South 17°21'27" West, 125.71 feet to a point;

Thence South 10°40'56" West, 398.18 feet to a point in the aforesaid northerly line of East Galbraith Road;

Thence along said line of East Galbraith Road, North 79° 22' 35" West, 63.84 feet to the point of beginning.

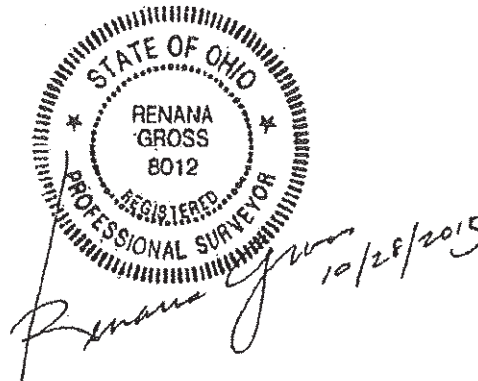
The above description was prepared from a Plat of Survey by McGill Smith Punshon, Inc. dated October 28, 2015. The bearings are based on a Consolidation Plat by McGill Smith Punshon, Inc., dated March 11, 2014, which is based on the Ohio State Plane Coordinate System South Zone (NAD 83) adjusted to ground, Hamilton County Benchmark No. 8357.

Prepared by: McGill Smith Punshon, Inc.

Date: October 28, 2015

MSP No.: 08499.10

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SITUATE IN SECTION 8, TOWN 4, ENTIRE RANGE 1, SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 71 AND THE NORTHERLY RIGHT-OF-WAY LINE OF EAST GALBRAITH ROAD (A 40 FOOT HALF RIGHT-OF-WAY AT THIS POINT);  
 THENCE ALONG SAID EASTERLY LINE OF INTERSTATE 71, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 23° 26' 27" EAST, 62.65 FEET TO A POINT WITNESSED BY AN EXISTING 1" IRON PIPE LYING 1.2' SOUTH & 0.5' EAST;
2. NORTH 10° 40' 56" EAST, 254.03 FEET TO A POINT WITNESSED BY AN EXISTING 1" IRON PIN (CAP: "ODOT") LYING 0.6' EAST;
3. NORTH 17° 21' 27" EAST, 281.53 FEET TO A SET IRON PIN;

THENCE SOUTH 83° 57' 02" EAST, 270.68 FEET TO A SET NAIL;  
 THENCE SOUTH 06° 02' 58" WEST, 62.00 FEET TO A SET NAIL;  
 THENCE SOUTH 83° 57' 02" EAST, 56.97 FEET TO A SET NAIL;  
 THENCE SOUTH 06° 02' 58" WEST, 164.49 FEET TO A SET NAIL;  
 THENCE SOUTH 78° 25' 16" WEST, 64.42 FEET TO A SET NAIL;  
 THENCE NORTH 83° 57' 02" WEST, 91.80 FEET TO A SET NAIL;  
 THENCE NORTH 11° 02' 58" EAST, 39.99 FEET TO A POINT;  
 THENCE NORTH 83° 57' 02" WEST, 28.62 FEET TO A POINT;  
 THENCE SOUTH 06° 02' 58" WEST, 7.00 FEET TO A POINT;  
 THENCE NORTH 83° 57' 02" WEST, 3.33 FEET TO A POINT;  
 THENCE NORTH 06° 02' 58" EAST, 3.83 FEET TO A POINT;  
 THENCE NORTH 83° 57' 02" WEST, 25.67 FEET TO A POINT;  
 THENCE SOUTH 06° 02' 58" WEST, 3.83 FEET TO A POINT;  
 THENCE NORTH 83° 57' 02" WEST, 3.33 FEET TO A POINT;  
 THENCE NORTH 06° 02' 58" EAST, 7.00 FEET TO A POINT;  
 THENCE NORTH 83° 57' 02" WEST, 62.67 FEET TO A POINT;  
 THENCE SOUTH 06° 02' 58" WEST, 2.00 FEET TO A POINT;  
 THENCE NORTH 83° 57' 02" WEST, 39.47 FEET TO A POINT;  
 THENCE SOUTH 12° 18' 18" WEST, 388.56 FEET TO A SET IRON PIN IN THE AFORESAID NORTHERLY LINE OF EAST GALBRAITH ROAD;  
 THENCE ALONG SAID LINE OF EAST GALBRAITH ROAD, NORTH 79° 22' 35" WEST, 67.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.2234 ACRES OF LAND, MORE OR LESS.

BEING PART OF THE 3.6924 ACRE TRACT CONVEYED TO SSP-NORTHCREEK, LLC IN OFFICIAL RECORD 12677, PAGE 695, HAMILTON COUNTY, OHIO RECORDER'S OFFICE.

THE ABOVE DESCRIPTION WAS PREPARED FROM A PLAT OF SURVEY BY MCGILL SMITH PUNSHON, INC. DATED OCTOBER 28, 2015. THE BEARINGS ARE BASED ON A CONSOLIDATION PLAT BY MCGILL SMITH PUNSHON, INC., DATED MARCH 11, 2014, WHICH IS BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD 83) ADJUSTED TO GROUND, HAMILTON COUNTY BENCHMARK 8357.

PPN: 600-0092-0335

DESCRIPTION ACCEPTABLE  
 HAMILTON COUNTY ENGINEER

Tax Map - 12/16/15

CAGIS -

\*600-92-335

Situate in Section 8, Town 4, Entire Range 1, Sycamore Township, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at an iron pin set in the northerly right-of-way line of East Galbraith Road (a 40 foot half right-of-way at this point), said point being South 79° 22' 35" East, 67.16 feet from the intersection of the easterly right-of-way line of Interstate Route 71 with said northerly line of East Galbraith Road;

Thence North 12° 18' 18" East 388.56 feet to a point;

Thence South 83° 57' 02" East, 39.47 feet to a point;

Thence North 06° 02' 58" East, 2.00 feet to a point;

Thence South 83° 57' 02" East, 62.67 feet to a point;

Thence South 06° 02' 58" West, 7.00 feet to a point;

Thence South 83° 57' 02" East, 3.33 feet to a point;

Thence North 06° 02' 58" East, 3.83 feet to a point;

Thence South 83° 57' 02" East, 25.67 feet to a point;

Thence South 06° 02' 58" West, 3.83 feet to a point;

Thence South 83° 57' 02" East, 3.33 feet to a point;

Thence North 06° 02' 58" East, 7.00 feet to a point;

Thence South 83° 57' 02" East, 28.62 feet to a point;

Thence South 11° 02' 58" West, 289.53 feet to a set iron pin;

Thence South 78° 02' 25" West, 11.43 feet to a point witnessed by an existing 5/8" iron pin (broken cap) lying 01.' South & 1.2' west;

Thence South 05° 52' 25" West 109.86 feet to a point in the aforesaid northerly line of East Galbraith Road, said point witnessed by an existing 5/8" iron pin (broken cap) lying 0.3' south & east;

Thence along said line of East Galbraith Road, North 79° 22' 35" West, 170.21 feet to the point of beginning.

Containing 1.4975 acres of land.

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

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - 12/30/14 

CAGIS - \_\_\_\_\_