

Resolution

Number 22-0295

Adopted Date March 01, 2022

ACCEPT RESIGNATION OF TONI FREDERICK, PROTECTIVE SERVICES CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE MARCH 11, 2022

BE IT RESOLVED, to accept the resignation of Toni Frederick, Protective Services Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, effective March 11, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
T. Frederick's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-0296

Adopted Date March 01, 2022

ACCEPT RESIGNATION OF KOLE GENTRY, WATER TREATMENT TECHNICIAN,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE
MARCH 3, 2022

BE IT RESOLVED, to accept the resignation of Kole Gentry, Water Treatment Technician, within
the Warren County Water and Sewer Department, effective March 3, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
K. Gentry's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-0297

Adopted Date March 01, 2022

HIRE LARRY TREADWAY AS SERVICE WORKER II WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

BE IT RESOLVED, to hire Larry Treadway as Service Worker II, within the Facilities Management Department, classified, full-time permanent status (40 hours per week), Pay Range #15, \$18.10 per hour, effective March 7, 2022, subject to a background check, negative drug screen and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
L. Treadway's Personnel file
OMB – Susan Spencer

Resolution

Number 22-0298

Adopted Date March 01, 2022

AUTHORIZING THE BOARD TO HOLD AND ATTEND PUBLIC MEETINGS AND CONDUCT AND ATTEND ADMINISTRATIVE HEARINGS BY TEMPORARY VIRTUAL PARTICIPATION EFFECTIVE IMMEDIATELY THROUGH JUNE 30, 2022

WHEREAS, substitute HB 51 of the 134th Ohio General Assembly provides temporary authority for public bodies to hold and attend public meetings and conduct and attend administrative hearings using virtual technology until June 30, 2022; and,

WHEREAS, the said bill was signed by Governor DeWine on February 17, 2022, with an emergency clause making the bill effective immediately; and

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio, at least a majority of all its members casting a vote concur as follows:

1) Members of the Board may hold and attend public meetings and may conduct and attend administrative hearings by means of teleconference, video conference, or any other similar electronic technology, and all of the following apply:

- a) Any resolution, rule, or formal action of any kind has the same effect as if it occurred during an open meeting or administrative hearing of the Board.
- b) Notwithstanding division (C) of section 121.22 of the Revised Code, members of the Board who attend public meetings or administrative hearings by means of teleconference, video conference, or any other similar electronic technology, shall be considered present as if in person at the meeting or hearing, shall be permitted to vote, and shall be counted for purposes of determining whether a quorum is present at the meeting or hearing.
- c) The Board shall provide notification of its public meetings and administrative hearings held in accordance with this resolution to the public, to the media that have requested notification of a meeting, and to the parties required to be notified of a hearing, at least 24 hours in advance of the meeting or hearing by reasonable methods by which any person may determine the time, location, and the manner by which the public meeting or administrative hearing will be conducted, except in the event of an emergency requiring immediate official action. In the event of an emergency, the Board shall immediately notify the new media that have requested notification, or the parties required to be notified of a hearing of the time, place, and purpose of the meeting or hearing.
- d) The Board directs the County staff to provide the public access to the Board's meetings held under this resolution, and to any administrative hearing held under this resolution, that the public would otherwise be entitled to attend, commensurate with the method in which the meeting or hearing is being conducted, including livestreaming by means of the internet, call in information for a teleconference, or by means of any other similar electronic technology. Such means shall ensure that the

public can observe, when applicable, and hear the discussions and deliberations of all the members of the Board, whether the member is participating in person or electronically. Such means shall be widely available to the general public and allow the public to converse with witnesses and to receive documentary testimony and physical evidence.

2) This resolution shall not apply to any board or commission appointed by this Board unless such appointed board or commission independently takes action by at least a majority vote of its members to authorize holding and attending public meetings and/or administrative hearings by temporary virtual participation in compliance with substitute H.B. 51.

3) The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.

4) All action taken relating to and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

5) The authority granted in this resolution, by virtue of substitute HB 51, applies notwithstanding any conflicting provision of the Revised Code. Nothing in this resolution shall be construed to negate any provision of section 121.22 of the Revised Code, Chapter 119 of the Revised Code, or other section of the Revised Code that is not in conflict with this resolution.

6) This resolution shall take effect immediately, and shall remain in effect until 11:59PM, on June 30, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: All Departments
Press
Commissioners' file
B. McGary

Resolution

Number 22-0299

Adopted Date March 01, 2022

ADVERTISE FOR BIDS FOR THE 2022 STRIPING PROJECT

BE IT RESOLVED, to advertise for bids for the 2022 Striping Project for the County Engineer; and

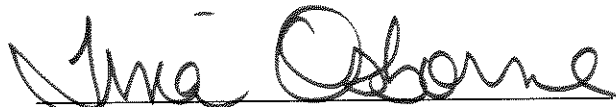
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the Warren County website, beginning the week of March 6, 2022; bid opening to be March 24, 2022 @ 9:30 a.m.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0300

Adopted Date March 01, 2022

ADVERTISE FOR BIDS FOR THE 2022 RICHARD A RENNEKER WATER TREATMENT
PLANT CHEMICALS PROJECT

BE IT RESOLVED, to advertise for bids for the 2022 Richard A Renneker Water Treatment Plant
Chemicals Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general
circulation and for two (2) consecutive weeks on the Warren County website, beginning the week of
March 6, 2022; bid opening to be March 23, 2022 @ 9:00 a.m.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon
call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: Water/Sewer (file)
OMB Bid file

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 22-0301

Adopted Date March 01, 2022

**ADVERTISE FOR BIDS FOR THE 2022 FRANKLIN AREA WATER TREATMENT PLANT
AND NORTH WELL FIELD CHEMICALS PROJECT**

BE IT RESOLVED, to advertise for bids for the 2022 Franklin Area Water Treatment Plant and North Well Field Chemicals Project for the Warren County Water and Sewer Department; and


BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two (2) consecutive weeks on the Warren County website, beginning the week of March 6, 2022; bid opening to be March 23, 2022 @ 9:15 a.m.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP/

cc: Water/Sewer (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0302

Adopted Date March 01, 2022

ENTER INTO CONTRACT WITH MISSION CRITICAL PARTNERS, LLC FOR THE PUBLIC SAFETY NETWORK ASSESSMENT

WHEREAS, pursuant to Resolution #22-0202 dated February 8, 2022, this Board approved a Notice of Intent to Award Bid for the Public Safety Network Assessment to Mission Critical Partners, LLC for a total bid price of \$82,400.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Mission Critical Partners, LLC, 690 Gray's Woods Drive, Port Matilda, PA 16870, for a total contract price of \$82,400.00; as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP/

cc: c/a— Mission Critical Partners, LLC
Telecom (file)
OMB Bid file



CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

WARREN COUNTY, OHIO

AND

MISSION CRITICAL PARTNERS, LLC

THIS AGREEMENT made as of the date written below by and between Warren County, a government entity, hereinafter referred to as "CLIENT", doing business at 406 Justice Drive, Lebanon Ohio 45036 and Mission Critical Partners, LLC, a Delaware limited liability company, hereinafter referred to as "PROVIDER", both hereinafter also referred to individually and collectively as "Party" or "Parties."

RECITALS

Whereas, the CLIENT desires to employ PROVIDER to provide a public safety network assessment and computer-aided-dispatch (CAD) system review; and;

Whereas, PROVIDER represents and acknowledges that they are fully qualified and capable of performing the services called for in this Agreement, and they are willing to perform these services; and

NOW, THEREFORE, CLIENT AND PROVIDER, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

SECTION ONE—GENERAL

1.1. Definitions.

Agreement or Contract. Agreement or contract means this Agreement between CLIENT and PROVIDER for professional services, including those exhibits, schedules and attachments listed in this Agreement. To the extent there are any conflicts between this Agreement and any exhibits, schedules and attachments, the provisions of this Agreement shall control.

Services. Services shall mean all services, work, deliverables, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement as set forth in Schedule A.

Additional Services. Additional services are those services not set forth in Schedule A of this Agreement.

Deliverables. Deliverables are those items of work product that are to be delivered to CLIENT as listed in Schedule A of this Agreement.

Direct Expenses. Expenses specifically incurred as the result of providing Services (e.g. travel and per diem costs, materials used).

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1.2. Purpose.

The purpose(s) of this Agreement is to obtain consultant assistance for public safety network assessment and computer-aided-dispatch (CAD) system review. The scope of service is as defined in Schedule A attached hereto and by this reference made a part hereof.

SECTION TWO—OBLIGATIONS OF THE PROVIDER AND CLIENT

2.1. Provider Responsibilities.

PROVIDER shall have and perform the following duties, obligations and responsibilities to the CLIENT as outlined in Schedule A.

- a. PROVIDER shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice, and in accordance with laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the Services to be provided and/or performed by the PROVIDER.
- b. PROVIDER shall maintain all necessary licenses, permits or other authorizations necessary to perform the Services of this Agreement until the duties hereunder have been fully satisfied.
- c. PROVIDER shall prepare all Deliverables required by this Agreement including, but not limited to, all specifications and reports, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations.

2.2. Client Responsibilities.

CLIENT shall have and perform the following duties, obligations, and responsibilities to PROVIDER:

- a. Provide access to information, sites, personnel, agencies and other sources necessary for PROVIDER to complete the Services.
- b. Designate in writing a person to act as CLIENT's representative with respect to the Services to be performed or furnished by PROVIDER under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions with respect to the Services. Designated person is Gary Estes, Deputy Director of Warren County Telecommunications.
- c. CLIENT shall be responsible for, and PROVIDER may rely upon, the accuracy and completeness of all reports, data, and other information furnished by the CLIENT to carry out the Services provided under this Agreement.
- d. Should any agency charge PROVIDER a fee for any required information or data, CLIENT will reimburse PROVIDER for the cost of any fees incurred.

SECTION THREE—BASIC SERVICES

3.1. Basic Services.

The CLIENT will pay PROVIDER for the Services in accordance with Section 6—Compensation.



SECTION FOUR—ADDITIONAL SERVICES

4.1. Additional Services.

Should the CLIENT request PROVIDER provide and perform professional services under this Agreement not set forth in Schedule A, PROVIDER agrees to provide and perform those Additional Services as may be agreed to in writing by both parties to the Agreement.

4.1.1. Additional Services shall be administered and executed as Change Orders or Supplemental Task Authorizations under this Agreement. PROVIDER shall not provide or perform, nor shall CLIENT incur or accept any obligation to compensate PROVIDER for any Additional Services, unless a written Change Order or Supplemental Task Authorization shall be executed by the Parties.

4.1.2. Additional Services not set forth in Schedule A will be performed based on PROVIDER's then current Hourly Rates.

4.1.3. Each such Change Order or Supplemental Task Authorization shall set forth a description of (1) the scope of the Additional Services requested; (2) the basis and amount of compensation; (3) the applicable Hourly Rate Schedule and (4) the period of time and/or schedule for performing and completing the Additional Services.

SECTION FIVE—TIME OF PERFORMANCE

5.1. Notice to Proceed. Upon execution of this Agreement by the CLIENT, the CLIENT will issue a formal Notice to Proceed to PROVIDER. The PROVIDER shall commence work by attending a project kickoff meeting within ten business days of issuance of the Notice to Proceed, or at a mutually acceptable date.

5.2. Time of Performance. The PROVIDER agrees to complete the Services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the Services set forth and described in Schedule A of this Agreement.

5.3. Timeline. If Schedule A does not set forth a timeline for the completion of the Services, the Parties mutually agree to develop a schedule that will be made part of this Agreement by amendment signed by both parties. It is expected that both parties will carry out their respective responsibilities diligently and expeditiously so as not to delay each other in completing the mutually agreeable schedule.

5.4. Times for Rendering Services. If, in Schedule A, specific periods of time for rendering Services, specific deadlines for Services to be completed are established, and if such periods of times or dates are changed through no fault of PROVIDER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment as provided below. If CLIENT has requested changes in scope, extent or character of the Services, the time of performance of PROVIDER's services shall be adjusted equitably as provided below.

If there are changes in the time periods or due dates for a given Deliverable or Service, or there is a change to the scope, extent or character of the Services, PROVIDER shall declare in writing its intent to request an equitable adjustment for any increase in cost or fee and disclose in writing the extent of the increase prior to beginning the work or service. No work will commence under such circumstances until the parties come to a mutual agreement on a dollar value for the equitable adjustment.

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5.5. Excusable Delays. PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of PROVIDER, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to, acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon PROVIDER's request, the CLIENT shall consider the facts and extent of any failure to perform the work, and if the failure to perform of PROVIDER was without it or its subcontractors' fault or negligence, the contract schedule and/or any other affected provision of this Agreement shall be revised accordingly.

SECTION SIX—COMPENSATION

6.1. For and in consideration of the Services described in Schedule A of this Agreement, CLIENT agrees to pay PROVIDER a **total fee of \$82,400**, including expenses.

6.2. Payment Provisions.

6.2.1. Invoices. PROVIDER shall submit to CLIENT, a properly executed invoice showing Services rendered hereunder upon completion of the services, as follows. Each statement shall include the percentage of work completed relevant to the contracted amount defined in Section 6.1.

Table 1: Project Invoicing and Milestone Schedule*

| Description of Service | Fee |
|---|-----------------|
| Phase 1: Mission-Critical NetInform Discover | |
| Upon completion of the overall inventory report | \$15,000 |
| Phase 2: NetInform Architecture and Performance/Phase 3: Fail-Over Testing | |
| Upon completion of the MAPS scoring, executive summary, and detailed report | \$42,400 |
| Upon completion of the final assessment and delivery of all reports | \$10,000 |
| Subtotal | \$52,400 |
| Phase 4: CAD System Review | |
| Upon completion of the final assessment and delivery of all reports | \$15,000 |
| Total | \$82,400 |

* Phases 2 & 3 require Phase 1 to be completed. Phase 4 is standalone.

CLIENT shall review such statement and pay it within 30 days of receipt. Invoices shall be mailed to:

Client Name: Warren County
 c/o Gary Estes, Deputy Director of Telecommunications
 Address: Board of County Commissioners
 406 Justice Drive
 City, State, Zip: Lebanon, Ohio 45036
 Email: Gary.Estes@wcoh.net



6.2.2. Unpaid invoices. If CLIENT fails to make payment due to PROVIDER for Services and expenses within thirty days after receipt of invoice, the amounts due to PROVIDER shall be increased at the rate of 1% per month from said thirtieth day. In addition, PROVIDER may suspend Services under this Agreement until PROVIDER has been paid in full for all amounts due. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.

SECTION SEVEN—GENERAL CONSIDERATIONS

7.1. Direction and Control. PROVIDER agrees that PROVIDER will perform the Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the CLIENT. The parties agree that PROVIDER is not entitled to any benefits or rights enjoyed by employees of the CLIENT. PROVIDER specifically has the right to direct and control PROVIDER's own activities in providing the agreed upon Services in accordance with the specifications set out in this Agreement. The CLIENT shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

7.2. Ownership. Unless otherwise provided for in this Agreement, all deliverables, reports, plans, specifications, data and documents produced in the performance of the Services shall become the property of the CLIENT.

7.2.1. Pre-Existing Intellectual Property. Unless otherwise provided in writing, the PROVIDER shall be deemed the author of and shall retain all common law, statutory and other reserve rights, to all pre-existing intellectual property including the copyright of any drawings, specifications, proprietary programming, data solutions and other documents prepared or otherwise obtained by PROVIDER or its affiliates independent of this contract.

7.3. Successors and Assigns. The CLIENT and PROVIDER each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement.

7.4. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7.5. Compliance and Standards. PROVIDER agrees to perform the Services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the Services performed hereunder. PROVIDER shall not access any information which they are not authorized to receive, and under no circumstances shall PROVIDER at any time, during the term of this Agreement or thereafter, release or divulge any confidential material, information or documents received during the performance of the Services hereunder without express written consent of CLIENT, nor shall PROVIDER copy, recreate or use any such confidential information or documents other than for the performance of this Agreement. PROVIDER shall not divulge or otherwise make use of trade secrets or other confidential information, procedures or policies under this Agreement. Neither shall PROVIDER copy, recreate or use any proprietary information of any third party in the performance of this Agreement except to the extent authorized by such third parties.

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7.6. Conflict of Interest. PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or Services required hereunder.

7.7. Termination. Either Party may unilaterally terminate this Agreement for any of the following reasons, so long as the terminating Party has notified the other Party of its intent to terminate, the reason for such termination, and allowed the other Party no less than 30 business days prior to the effective termination date in which to cure the stated reasons:

- a. Actual failure of the other Party to fulfill its obligations hereunder;
- b. Anticipated failure of the other Party to fulfill its obligations hereunder, or anticipated inability of the other Party to perform the work, due to: (1) inadequate financial capability or (ii) loss or material degradation of corporate capabilities which are essential to the other program requirements, including without limitation loss or unavailability of the other Party's key employees;
- c. The insolvency of the other Party or the filing by or against the other Party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other Party, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of the other Party.

Upon termination of this Agreement, CLIENT shall pay PROVIDER for services rendered and expenses incurred hereunder which have not been previously paid or disputed by CLIENT for the period up to the date of termination.

7.8. Notices. All notices required in this Agreement shall be in writing and shall be sent by certified mail (return receipt requested), hand delivered, or sent by courier service requiring signed acceptance.

If to CLIENT:

Clerk of the Board
Warren County Board of Commissioners
406 Justice Drive
Lebanon, Ohio 45036

If to PROVIDER:

Darrin J. Reilly, President and Chief Executive Officer
Mission Critical Partners, LLC
690 Gray's Woods Boulevard
Port Matilda, PA 16870

7.9. Confidentiality. CLIENT and PROVIDER agree other shall not disclose, transfer, sell or otherwise release confidential information gained by reason of performance under this Agreement to any party. Such information shall be used solely for the purposes necessary to meet the requirements under this Agreement.

7.10. Non-assignment. PROVIDER shall not subcontract or assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the CLIENT.



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- 7.11. Governing Laws and Venue.** This Agreement shall be governed by the laws of the state in which the Services are provided.
- 7.12. Signatory.** Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of CLIENT or PROVIDER, as the case may be, and that upon execution of this Agreement, it shall constitute a binding obligation of the CLIENT and PROVIDER.
- 7.13. Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
- 7.14. Severability.** Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
- 7.15. Non-waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- 7.16. Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
- 7.17. Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
- 7.18. Captions and Section Headings.** Captions and section headings included in this Agreement are intended for convenience only and shall not be used to construe, explain or modify this Agreement in any manner whatsoever.
- 7.19. Project Records.** For a period of two years after completion of all work to be performed, PROVIDER shall keep and make available to CLIENT for inspection and copying, upon written request by CLIENT, all records in PROVIDER's possession relating to this Agreement.
- 7.20. Entire Agreement.** This Agreement and all schedules constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, understandings or representations. No change, modification, alteration or addition to the terms and conditions of this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties.
- 7.21. Nondiscrimination.** PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
- 7.22. Affirmative Action and Equal Opportunity Employer.** PROVIDER is an Affirmative Action Employer and an Equal Opportunity Employer of Protected Veterans.

EOE/AA - Minorities/Females/Disabled/Veterans

The Contractor or Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



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7.23. Indemnification. CLIENT and PROVIDER shall mutually indemnify, defend and hold the other harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of or relating to claims, causes of actions, lawsuits or other proceedings, regardless of legal theory, that result in whole or in part, of each other's officials, officers, directors, agents, employees and contractors/subcontractors: (1) negligence; (2) substantial breach of representation, warrant or covenant made herein, or (3) any claims that products or services provided infringe any other proprietary right of any third party. In a similar manner, the parties shall mutually indemnify, defend and hold harmless from and against damages, etc., that result in whole or in part from each other's officials and officers intentional misconduct or fraud.

Notwithstanding any provision in this Agreement to the contrary, neither party, nor its officials, officers, directors, agents, employees and contractors/subcontractors, shall be liable hereunder for any consequential or indirect loss or damage or any other special or incidental damages incurred or suffered hereunder by the other party or its officials, officers, directors, agents, employees or contractors/subcontractors, unless such damages are based upon the gross negligence or willful misconduct of CLIENT or PROVIDER.

7.24. Nonsolicitation of Employees. During and for one (1) year after the term of this Agreement, CLIENT will not solicit the employment of, or employ the PROVIDER's personnel, without the PROVIDER's prior written consent.

7.25. Arbitration. All disputes arising between the parties in connection with this Agreement, which cannot first be settled amicably and satisfactorily between the parties, shall be finally settled under the rules of arbitration of the American Arbitration Association by a mutually agreeable arbitrator selected by the parties. If the parties cannot agree upon a single arbitrator, the matter shall be submitted to a board of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so selected shall appoint a third arbitrator. The award of the arbitrator shall be final and binding. No party shall be entitled to, and the arbitrator is not authorized to, award legal fees, expert witness fees, or related costs of a party. The arbitration shall be held in Centre County, Pennsylvania.

7.26. Proprietary Information. The Parties anticipate that performance of this Agreement may require them to disclose to each other information of a proprietary nature. Therefore, as an integral part of this transaction, the Parties agree to the following:

- a. Proprietary information disclosed by either Party may only be used by the other Party in performing its obligations under this Agreement.
- b. This Agreement is confidential and proprietary, and neither Party may disclose its contents without the prior written consent of other Party.

7.27. General Announcement. Notwithstanding any other provision of this Agreement, the Parties agree that PROVIDER may issue a press release or similar public announcement related to the overall Purpose of this Agreement subsequent to notification of CLIENT.

7.28. Insurance. The PROVIDER shall obtain and maintain adequate insurance, including professional liability insurance and any other insurance which CLIENT reasonably may require. Upon CLIENT's request, PROVIDER will promptly furnish CLIENT with certificates of insurance showing such coverage and naming CLIENT as an additional insured for the duration of this Agreement.

7.29. Bid Guarantee. The Parties acknowledge that PROVIDER has submitted to CLIENT a certified check in the amount of nine thousand dollars (\$9,000.00) with PROVIDER'S RFP response to be returned to PROVIDER by CLIENT immediately upon completion of Services.



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7.30. **Acceptance.** Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the Parties in the space below.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year below written.

Witness:

**Board of County Commissioners, County of Warren,
State of Ohio**

(CLIENT)

By:

Date:

3/1/22

Witness:

Mission Critical Partners, LLC

(PROVIDER)

By:

Patrick Duffy, Chief Financial Officer

Date:

February 17, 2022



SCHEDULE A—SCOPE OF WORK

Project Understanding

The Warren County Telecom (Telcom) extensive 911 call processing network supports the delivery of emergency calls for service over multiple public safety answering points (PSAPs). Telcom seeks assurance that all appropriate actions are being taken to avoid disruption to PSAP operations due to network failure, either due to hardware failure, circuit disruption or other events that could impact service. MCP's brand promise is "To always strive to understand your environment, issues, and objectives – Because the Mission Matters." In response to your request for assistance, MCP proposes to provide Telcom with a comprehensive assessment of its network.

We intend to provide Telcom with the critically needed information regarding the state of their network, recommendations for remediation and prioritization of found issues, and a way forward to the required level of network performance and reliability.

Scope of Work

Managing an Internet Protocol (IP) network as large and complex as the County's is a daunting task. Adding reliability and continuous operation requirements for public safety operations makes this effort even more challenging. To baseline network architecture, support, and cybersecurity requirements appropriately, MCP leverages the definitions and guidelines established within a set of mature, broadly accepted IT standards. The standards utilized include:

1. Association of Public Safety Officials (APCO)/National Emergency Number Association (NENA) IT architecture and support standards.
2. National Institute of Standards for Technology (NIST) IT architecture and cybersecurity standards.
3. Task Force for Optimal PSAP Architecture (TFOPA) cybersecurity standards.
4. Information Technology International Library (ITIL)/International Organization for Standards (ISO) IT architecture and support.

These standards provide the baseline requirements necessary to define public-safety-grade with respect to network design and resiliency. Each segment of the assessment will drive towards the goal of identifying any single point of failure design gaps. In addition to reviewing the networking topography, MCP will use software tools that will collect and generate networking port information and detailed configurations of all Cisco ethernet switches. The multiprotocol label switching (MPLS) routers will be reviewed in detail for configuration parameters that would be required to provide sub-second convergence that is required in mission-critical network designs.

Utilizing an MCP defined, standards-based question set, the first software-based assessment will provide a starting point with respect to the reliability and continuity of operations requirements for 911 operations. MCP's Model for Advancing Public SafetySM (MAPS[®]) methodology, displayed as a blueprint, identifies areas of strength and areas of opportunity.

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In addition to the MAPS diagram, MCP will include within its report software levels by category, a prioritized list of those findings as guidance on where to start, and a corresponding prioritized list of suggested remediation actions.

Additional information regarding standards utilized is available upon request.

Phase 1: Mission-Critical NetInform Discover

Public safety and justice agencies need to mitigate the risk of unplanned network downtime and must be prepared to act swiftly if a network disruption occurs.

In today's complex and increasingly complex IP-based world, networks today constantly change with software updates, component upgrades, network additions, moves and deletes, and network configurations. Static network diagrams and inventories become quickly outdated. For the networks where Simple Network Management Protocol (SNMP) data can be gathered, MCP has developed a proprietary methodology that leverages network management technology to capture infrastructure asset data, device health, bandwidth utilization, and other critical information regarding the health of the public sector or mission-critical communications network.

Once the network setup is complete, NetInform Discover offers the following optional add-ons:

- An economical offering that keeps mapping and inventory data information current. This ensures the agency has the most accurate network information at their fingertips as often as needed or desired—within hours, even with a remote connection setup.
- An optional service for preparing the agency's IP-based network for discovery, including enabling SNMP and gathering all needed Secure Shell (SSH) credentials. This is an optional service available to the County and not included in the fee for Phase 1.



Figure 1: NetInform Discover Platform

MCP's approach is as follows:

Task 1.1: Phone Discussion to Prepare Inventory for Discovery Scan

MCP will hold an initial conference call to review the overall process and effort to create the discovery scan.

To effectively leverage this methodology, all targeted devices require read-only SNMP to be enabled and secure access to either SSH or Telnet credentials. MCP will work with Telkom to understand the scope of this preparation effort and assist as appropriate.

Task 1.2: Scan and Establish Infrastructure Inventory

- Conduct a high-level initial inventory scan of the network
 - Review results
 - Identify non-reporting devices
 - Remediate non-reporting devices
- Conduct additional inventory scan of the network
 - Continue to review and remediate non-reporting devices until the inventory is complete or it is determined that items must be added manually
- Add items manually as necessary
- Confirm completion of the inventory



Phase 1 Deliverables:

- Asset database
- Interface utilization report
- Device availability report
- Device utilization report
- Bandwidth utilization report

Phase 2: Architectural and Performance Assessment

This activity will address all aspects of the MPLS and Ethernet physical network itself about the reliability and business continuity requirements for the network to function as "public-safety-grade." The specific areas of review include:

1. NetInform Discover Phase 1 is a prerequisite to performing Phase 2 and Phase 3.
2. MPLS Design Approach Review – Assessment to include applications of fast reroute (FRR), and use of bidirectional forwarding detection (BFD) Both of these protocols have been proven to be useful in an MPLS networking design when sub-second convergence is required. Review the configuration and performance of MPLS services. Evaluate the use of quality of service (QoS) in the network.
3. Topography – This is an assessment of the specific routing structure regarding redundancy, rerouting capability, single points of failure, etc.
4. Capacity – This is an assessment of the processor and memory capacity at all key segments of the network. These parameters are valuable when accessing the potential of increasing BFD sessions to support sub-second convergence.

5. Supportability and Lifecycle Management -- This is an assessment of the devices within the network with respect to the availability of support and end-of-life status as published by each component manufacturer.

Task 2.1: MPLS Data Capture

Data capture for the purposes of this task will leverage the infrastructure inventory data as referenced in Phase 1 of the engagement. Specific data utilized from the inventory will be:

- Overall design
- Review of vulnerabilities and single points of failure
- Review of FRR and BFD usage, timers and capacity
- Review of Layer 2 and 3 networking parameters
- Specific device information (vendor, model, serial number)

Task 2.2: Ethernet Switch Configurations

MCP will investigate Layer 2 and 3 Networking parameters:

- Review of all Convergence protocols and timers
- Review of known Convergence conflicts
- Hardware support coverage

Task 2.3: Aggregation of Findings, Scoring, and Report Construction

MCP will conduct the analysis, including scoring for quadrant rating purposes. MCP will identify, describe, and prioritize findings and remediation recommendations.

Phase 3: On-Site Network Fail-Over Testing

After Telcom implements the suggested improvements relating to the removal of any IP Looping potential and modifications or implementation of convergence suggestions, MCP will assist with onsite simulated failure testing of the network.

- Simulate failures of networking elements by unplugging microwave and dark fiber components while conducting sub-second ping testing to confirm FRR is correctly converging for each of the MPLS routes.
- Simulate failures of networking elements by unplugging ethernet routes to confirm Spanning Tree Protocol (STP) of other convergence protocols are correctly converging for each of the ethernet routes.
- The examination and tests will include but not be limited to:
 - Network switches
 - Network routers
 - Network firewalls
 - Network cabling
 - Power sources



Phases 2 & 3 Deliverables:

- MAPS scoring specific to an assessment of the physical network
- MAPS reporting indicating specific areas of excellence and opportunity
- Prepare a written report of findings that identifies deficiencies or weaknesses, and recommended repairs, upgrades, replacements, and other necessary changes for the infrastructure to support the proposed solution adequately.
- Conduct a follow-up meeting with County technical staff to review the findings and recommendations in the report.

Phase 4: CAD System Review

MCP will conduct an onsite review of Telcom provided CAD infrastructure, to include:

- Review the server and storage systems supporting the Central Square CAD systems to comply with all Central Square supplied best practices.
- Review the server and storage system performance specifications and note deficiencies or weaknesses that may need to be addressed.
- Examine and test the network for throughput, performance errors and deficiencies or weaknesses that may need to be addressed.
- The examination and tests will include but not be limited to:
 - Servers
 - Storage systems
 - Network switches
 - Network routers
 - Network firewalls
 - Network cabling
 - Power sources
 - Environment – Heating, Air Conditioning and Power
 - Computer racks and closets
 - Wide area network (WAN) links
- The examination will also include a spot check workstation.



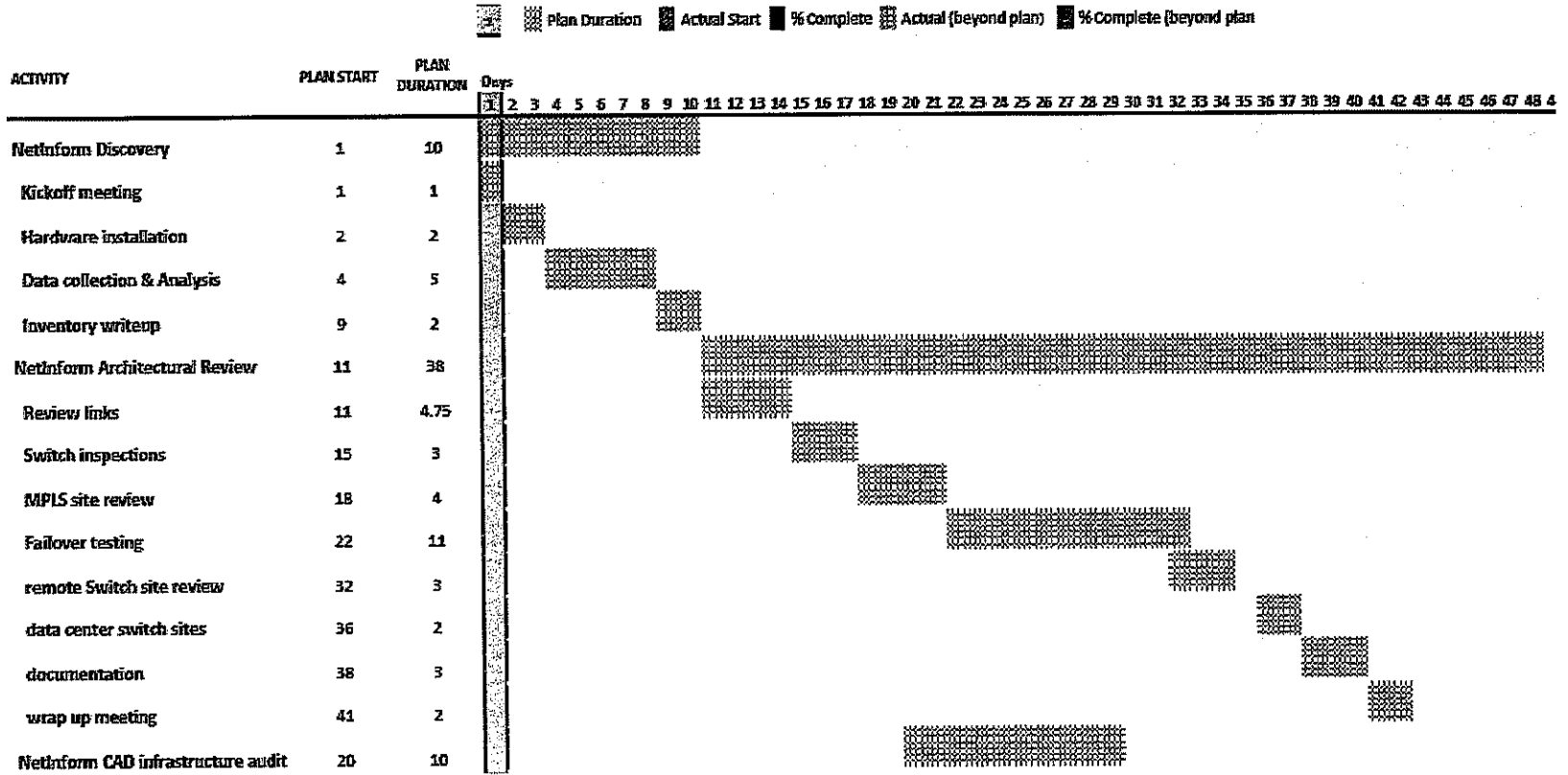
Phase 4 Deliverables:

- Prepare a written report of findings that identifies deficiencies or weaknesses, and recommended repairs, upgrades, replacements, and other necessary changes for the infrastructure to support the proposed solution adequately.
- Conduct a follow-up meeting with County technical staff to review the findings and recommendations in the report.

Project Management Plan and Project Timeline

MCP has provided a comprehensive project management plan and schedule for the project on the following page.

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SCHEDULE B—HOURLY RATES

MISSION CRITICAL PARTNERS, LLC
2022 Rate Schedule – Including Expenses

| Title | Labor Rate Per Hour |
|------------------------------------|---------------------|
| Support Specialist | \$93.00 |
| Support Specialist I | \$101.00 |
| Support Specialist II | \$126.00 |
| Support Specialist III | \$131.00 |
| Emergency Number Specialist | \$140.00 |
| Policy Specialist/Technical Writer | \$167.00 |
| Public Safety Specialist | \$167.00 |
| Public Safety Specialist II | \$179.00 |
| Communications Specialist | \$195.00 |
| Planner | \$213.00 |
| Assistant Project Manager | \$214.00 |
| Technology Specialist I | \$225.00 |
| Project Manager | \$233.00 |
| Consultant | \$244.00 |
| Technology Specialist II | \$244.00 |
| Operations Specialist I | \$244.00 |
| Lead Policy Consultant | \$252.00 |
| Sr. Technology Specialist | \$258.00 |
| Emergency Response Specialist | \$258.00 |
| Operations Specialist II | \$258.00 |
| Sr. Project Manager | \$266.00 |
| Sr. Consultant | \$274.00 |
| Sr. Services Specialist | \$274.00 |
| Program Manager | \$281.00 |
| Forensics Analyst | \$290.00 |
| Consulting Manager | \$314.00 |
| Sr. Program Manager | \$314.00 |
| Principal | \$328.00 |



MISSCRI-01

MBECK

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
2/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|-------------------------------|
| PRODUCER Rupp & Flore Insurance Management, Inc. 504 Pittsburgh St Mars, PA 16046 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): (724) 625-4600 | FAX (A/C, No): (724) 625-4680 |
| | E-MAIL ADDRESS: info@ruppflore.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED Mission Critical Partners LLC 690 Gray's Woods Blvd Port Matilda, PA 16870 | INSURER A: Cincinnati Insurance Co | |
| | INSURER B: Lloyd's of London | |
| | INSURER C: Travelers Insurance Company | 25666 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | EPP 0604769 | 2/16/2022 | 2/16/2023 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: General Aggregate | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | EPP 0604769 | 2/16/2022 | 2/16/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB | | | EPP 0604769 | 2/16/2022 | 2/16/2023 | EACH OCCURRENCE | \$ 5,000,000 |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$ |
| | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | Aggregate | \$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | EWC 0604770 | 2/16/2022 | 2/16/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | \$ |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| B | Professional Liabil | | | MPL4047321.22 | 2/16/2022 | 2/16/2023 | and Cyber | \$ 5,000,000 |
| C | Crime,1st &3rd Party | | | 0107048442 | 2/16/2022 | 2/16/2023 | | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured by blanket endorsement as long as a written contract is in place. Waiver of subrogation applies by blanket endorsement as long as a written contract is in place.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| Warren County Board of Commissioners 406 Justice Drive Lebanon, OH 45036 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

Addendum and Amendment to the Contract for Professional Services Between Warren County, Ohio and Mission Critical Partners, LLC.

This Addendum and Amendment effective on the date last signed below, is between the Warren County Board of Commissioners on behalf of the Warren County Telecommunications Department, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "CLIENT"), and Mission Critical Partners, LLC, a Delaware limited liability company, whose address is 690 Gray's Woods Blvd., Port Matilda, PA, 16870 (hereinafter "PROVIDER"), and collective referred to as "parties."

WHEREAS, the parties desire to amend the above professional services contract entered on this _____ day of February, 2022, as follows:

"Paragraph 7.9 Confidentiality." shall also state, The parties acknowledge that CLIENT is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the CLIENT's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this contract may be subject to disclosure under the Ohio Public Records Laws. The CLIENT shall have no duty to defend the rights of PROVIDER or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the CLIENT will notify PROVIDER of its intent to release records to the requestor. PROVIDER shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the CLIENT by either accommodating the requestor or pursuing legal remedies to stop the CLIENT's release of requested information. Said notification shall relieve the CLIENT of any further obligation under any claim of PROVIDER or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. PROVIDER and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

"Paragraph 7.11 Governing Laws and Venue." Shall also state, the parties agree that the venue for any legal disputes shall be that of Warren County Common Pleas Court, in Lebanon, Ohio, Warren County.

"Paragraph 7.23 Indemnification." The first paragraph of this section pertaining to mutual indemnity shall be stricken, and shall be replaced with the following, each party to this contract agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this contract shall impute or transfer any such liability from one to the other.

For avoidance of doubt the second paragraph of this section which limits consequential or indirect loss or damage, or any other special or incidental damages shall remain unchanged.

"Paragraph 7.25 Arbitration." shall be stricken in its entirety and replaced with the following, the parties to this contract hereby agree that any legal dispute under this contract shall first

attempted to be settled amicably and satisfactorily between the parties, if this is not possible any legal dispute shall be resolved by litigation, however, the parties may mutually agree to seek mediation.

IN EXECUTION WHEREOF, the Board of County Commissioners of Warren County, Ohio and Mission Critical Partners, LLC hereby execute this addendum and amendment by their duly authorized representatives on the dates shown below, any section of the professional services agreement not amended herein shall remain in full force and effect,

[Client]
**Board of County Commissioners
Warren County, Ohio**




President / Vice-President

3/1/22
Date

22-0302
Resolution No.

Approved as to Form



Adam M. Nice
Assistant Prosecuting Attorney

[Provider]
Mission Critical Partners, LLC



Chief Financial Officer

2/21/2022
Date

Resolution

Number 22-0303

Adopted Date March 01, 2022

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE DISPOSAL & HAULING AGREEMENT WITH RUMPKE WASTE & RECYCLING FOR THE DISPOSAL OF BIOSOLIDS FROM THE WAYNESVILLE REGIONAL WASTEWATER TREATMENT PLANT

WHEREAS, the Water and Sewer Department is beginning upgrades at the Waynesville Regional Wastewater Treatment Plant that require the removal and disposal of biosolids; and

WHEREAS, Rumpke Waste & Recycling requires a disposal agreement be signed for new waste streams being brought to the landfill for disposal; and


NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the Rumpke Disposal &/or Hauling Agreement on behalf of the Warren County Water and Sewer Department; copy of said agreements attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Rumpke Waste & Recycling
Water/Sewer (file)



RUMPKE DISPOSAL &/OR HAULING AGREEMENT

Customer Name: Warren County Water & Sewer

Address: 406 Justice Dr

City: Lebanon

State: OH

Zip: 45036

Commencement Date:

Contact Person: Chris Brausch

Telephone #: 513.925.1645

Purchase Order #:

Tax ID #:

TERMS OF AGREEMENT:

- 1. Solid Waste Disposal.** Subject to the terms and conditions contained herein, and subject to all applicable laws, regulations, permit conditions and restrictions as may now or in the future be in effect, Rumpke agrees to accept at the Rumpke Landfill. Located 3800 Struble Road, Cincinnati, OH, Acceptable Waste as defined in paragraph #2 hereof delivered to the Landfill by Customer during regular operating hours of the facility.
- 2. Acceptable Waste.** Rumpke only accepts municipal solid waste, construction and demolition debris at its Transfer Stations and Landfills, and certain special and/or industrial waste allowed under the Landfill's permit and license (hereinafter "Waste"). No Waste other than those types specifically provided for herein will be acceptable for disposal at the Landfill. Customer agrees that it shall not dispose of any waste except for these types of Waste. Waste specifically excludes hazardous, explosive, highly flammable, infectious, pathological, radioactive, residual, toxic or illegal waste, as defined under any applicable law or regulation. In addition, all Waste delivered to Rumpke for disposal must conform to all applicable federal, state and local laws, regulations, rules and orders relating at any time to the transportation and disposal of Waste. The parties understand and agree that the Waste contemplated for disposal pursuant to this Agreement consist of bio-solids. Customer further understands and agrees that delivery by Customer or any of its subsidiaries or affiliations of materials other than Acceptable Waste to any Rumpke location may result in the rejection of loads or additional testing\inspection measures or other actions as Rumpke may deem appropriate at all Rumpke sites.
- 3. Special and Industrial Waste.** Where requested by Rumpke, Customer shall, in addition to any labeling, placarding, marking, manifest or other such documentation required by law, provide Rumpke, in advance, with a representative sample of the special or industrial waste material, including a listing of unique chemical characteristics and safety procedures, if such exists, that would be of material significance to the handling of such waste material ("Generator's Waste Profile Sheet"). Customer shall promptly furnish to Rumpke any information regarding known, suspected, or planned changes in composition of Customer's special or industrial waste material and Customer shall accordingly update the Generator's Waste Profile Sheet. Customer warrants that all special or industrial waste disposed of by Customer at Rumpke's Landfill shall conform to the description set forth on the Generator's Waste Profile Sheet. Rumpke shall have the right to sample and test materials delivered by Customer for disposal to ensure such conformance and to bill Customer for the costs of such testing if the materials are non-conforming.
- 4. Hauling.** To be determined.



5. Daily Limits on Waste Tonnage. Rumpke shall not be obligated to accept Waste for hauling or disposal above the following daily limits: Daily Limits Not Applicable.

| | |
|------------|------|
| Mondays | tons |
| Tuesdays | tons |
| Wednesdays | tons |
| Thursdays | tons |
| Fridays | tons |
| Saturdays | tons |
| Sundays | tons |

Notwithstanding the foregoing, on no day shall Rumpke be obligated to accept any amount of Waste for hauling or disposal if acceptance of such Waste for Disposal would cause Rumpke to exceed the maximum daily amount of waste allowed for disposal at the Rumpke Sanitary Landfill pursuant to Rumpke's operating permits or applicable laws or regulations.

6. Term of Agreement. The term of this Agreement shall commence on upon its execution by both parties hereto and shall continue until terminated with or without cause by either party upon 30 days prior written notice, provided however that such without because written notice may not be served during the first year following the commencement date.

7. Compliance with Laws. Customer shall in all matters relating to the disposal of the Waste hereunder, comply with all applicable federal state and local laws, regulations, rules and orders relating to such activities. Customer shall notify Rumpke in writing within 30 days of Customer's receipt of any citation, notice of violation or allegation of noncompliance relating to any Customer facility of process from which materials are transported to any Rumpke location hereunder. Customer warrants that the Waste will not contain any unacceptable quantity of hazardous, radioactive or toxic materials or substances.



8. Operating Rules.

- a. Rumpke reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Landfill, the conduct of the drivers and others on the Landfill premises, quantities and sources of Waste and any other matters necessary or desirable for the safe legal and efficient operation of the Landfill including without limitation, speed limits on haul roads imposed by Rumpke, the wearing of hard hats by all individuals allowed on the Landfill premises, and the admittance order of vehicles arriving at the Landfill. Customer agrees to conform to such reasonable rules and regulations as they may be established and amended from time to time.
- b. Rumpke shall have the right to refuse to allow disposal of any Waste which does not conform to the requirements of this Agreement or to any applicable law, regulation, rule or order or carries excessive odors, even if only a part of the Waste load is non-conforming. Customer shall inspect all Waste at the place of collection and shall remove any unacceptable waste before transporting it to the Landfill. Rumpke shall have the right to inspect all trucks or waste haulers including the Customer in order to determine whether the Waste is conforming or non-conforming. It is understood, however, that the failure of Rumpke to perform any such inspections or the failure of Rumpke to detect any unacceptable Waste despite such inspections shall in no way relieve the Customer of its obligation to dispose of only such Waste as acceptable hereunder and under law. Customer shall be responsible for and shall bear all reasonable expenses incurred by Rumpke in the reloading and removal of unacceptable Waste disposed of in the Landfill by Customer.
- c. All of the Waste shall be weighed, or its volume determined at the Landfill by Rumpke in such way the measurement shall be conclusive on the parties.

9. Right of Disposal. This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. Rumpke reserves the right to immediately terminate access to the Landfill to Customer in the event of breach or violation of any of the terms of this Agreement, Rumpke's operating rules or, the payment policies or any applicable laws.

10. Indemnification.

- a. Customer shall be responsible for any and all expenses incurred by Rumpke as a result of Customer's breach of its obligations hereunder, including but not limited to, any fines and clean-up expenses resulting from unacceptable Waste delivered by Customer to the Landfill.
- b. Indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.

11. Miscellaneous.

- a. This Agreement shall be governed by the laws of the State of Ohio.
- b. No waiver of the breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any prior succeeding breach of the same covenant or of any other covenant of this Agreement.



...charge or waiver of any provision hereof shall be of any force or effect, unless in writing, agreed by all parties to this Agreement.

- d. If any term, covenant or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.
- e. This Agreement may not be assigned by the Customer without the prior written consent of Rumpke, which consent may be withheld by Rumpke in its sole discretion.

This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreement between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns.

Rumpke Waste & Recycling:

Ming Spack

Signature (Authorized Representative)

Title *Industrial Waste*

Date *2/11/22*

Customer: Warren County Water & Sewer Dept

Tom Grossmann

Signature (Authorized Representative)

Tom Grossmann
Name (please print)

President
Title

3/1/22
Date

APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice

Asst. Prosecuting Attorney

| | | |
|------------------------------------|-----------|------|
| Total Tank Volume | 292,000 | gal |
| Total Weight of Wet Sludge | 2,483,986 | lb |
| Assumed Solids Concentration | 3% | |
| Total Weight of Dry Solids | 74,520 | lb |
| Assumed Solids Concentration After | 15% | |
| Total Weight Dewatered Solids | 496,797 | lb |
| Total Weight Dewatered Solids | 248 | tons |

| | |
|---------------------------|-------------|
| Cost Per Ton Disposal Fee | \$ 40.45 |
| Total Cost of 250 tons | \$10,112.50 |

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 22-0304

Adopted Date March 01, 2022

ENTER INTO A REVISED TEMPORARY EASEMENT AGREEMENT WITH STATE OF OHIO,
DEPARTMENT OF NATURAL RESOURCES, FOR THE KING AVENUE BRIDGE
IMPROVEMENT PROJECT

WHEREAS, on November 2, 2021, pursuant to Resolution #21-1500, this Board entered into a temporary easement agreement with the State of Ohio, Department of Natural Resources (ODNR) relative to the King Avenue Bridge Improvement Project; and

WHEREAS, ODNR wishes to add language to the easement agreement relative to environmental covenants; and

WHEREAS, the land for the Temporary Easement required for the King Avenue Bridge Improvement Project is as follows:

Little Miami Trail State Park and Little Miami Deerfield Gorge Scenic River

Pt of 16-12-452-004/16-WD, 16-T1, 16-T2, 16-T3

Pt of 16-12-452-001/22-WD, 22-S, 22-T

Pt of 16-12-502-001/24-WD, 24-T1

Pt of 16-12-502-002/24-WD, 24-T2

Pt of 16-12-400-010/25-WD1, 25-T

Pt of 16-12-400-009/25-WD2

Pt of the Little Miami River/17-QC, 17-T

NOW THEREFORE BE IT RESOLVED, to enter into a revised Temporary Easement agreement with State of Ohio, Department of Natural Resources, for the King Avenue Bridge Improvement Project, a copy of which is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

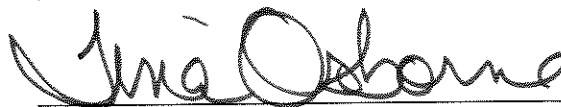
Mr. Young – absent

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – State of Ohio, Department of Natural Resources
Engineer (file)
Easement file

TEMPORARY EASEMENT

State of Ohio, Department of Natural Resources, the Grantor, for good and valuable consideration does grant to the Warren County Board of County Commissioners, the Grantee, a temporary easement(s) to exclusively occupy and use for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road, public bridge and relocation of a portion of public trail on the following described real estate, as further described in Exhibit A.

LITTLE MIAMI TRAIL STATE PARK
LITTLE MIAMI DEERFIELD GORGE SCENIC RIVER
WARREN COUNTY TAX PARCELS:

16-12-452-004/16-WD, 16-T1, 16-T2, 16-T3/VOLUME 503 PAGE 789
16-12-452-001/22-WD, 22-S, 22-T/VOLUME 394 PAGE 325
16-12-502-001/24-WD, 24-T1/VOLUME 31 PAGE 913
16-12-502-002/24-WD, 24-T2/VOLUME 31 PAGE 913
16-12-400-010/25-WD1, 25-T/VOLUME 269 PAGE 464
16-12-400-009/25-WD2/VOLUME 248 PAGE 740
Little Miami River/17-QC, 17-T/VOLUME 503 PAGE 789
VOLUME 394 PAGE 325

The interest conveyed hereby is subject to an environmental covenant, recorded in the deed or official records of the Warren County Recorder's Office on January 26, 2022, in Document Number 2022-003366. This environmental covenant contains the following activity and use limitations: (a) soil management requirements; (b) land use restriction; and (c) ground water extraction or use prohibition.

To have and to hold the temporary easements, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The temporary easement shall be effective upon the date of execution by ODNR and shall remain in effect until the project has been completed and the necessary permanent rights have been acquired.

The temporary easements interest granted is being acquired by the Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road, public bridge and relocation of a portion of the public trail.

Grantee agrees to adhere to the restoration requirements set forth on the attached Exhibit B.

Grantee agrees to bear all costs associated with construction and maintenance of the public road, public bridge and the relocation of a portion of the public trail.

Grantee shall acquire all local, state and federal permits required for the use of this temporary easement.

Grantee agrees to construct, maintain and operate the equipment in a good and responsible manner for the purpose for which it is intended. Grantor shall have no responsibility for the construction or maintenance of the bridge and road or for the construction of the trail relocation. Grantee shall occupy and use the property subject to this temporary easement at its own risk and expense.

Each party, as an agency of the State of Ohio/political subdivision, is prohibited from indemnifying the other. Both parties are self-insured, and both agree to be responsible for any negligent acts or omissions by or through itself or its agents and employees. Each party agrees to defend itself and themselves, and to pay any judgments and costs arising out of such negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree. Nothing herein shall impute or transfer any such responsibility from one party to the other party.

Grantee recognizes that portions of the affected land are protected by the LWCF Act of 1965 (Section 6, Land and Water Conservation Fund Act of 1965, as amended; Public Law 88-578; 16 U.S.C. 4601-4 et seq.) and agrees to be responsible for all costs associated with the acquisition of necessary replacement property as identified by the National Park Service.

Obligations of the State of Ohio are subject to the provisions of Section 126.07 of the Ohio Revised Code.

In Witness Whereof, State of Ohio, Department of Natural Resources, has hereunto set its hand.

GRANTOR:
STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES

Glen Cobb, Chief
Division of Parks & Watercraft
Designee for Mary Mertz, Director

STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a notary public in and for said County and State, personally appeared the above-named Glen Cobb, designee for Mary Mertz, on behalf of the Ohio Department of Natural Resources, who acknowledges that he did sign the foregoing instrument, and that the same is his free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2022. The oath or affirmation was administered to the signer by the undersigned with regard to the notarial act in compliance with R.C. 147.542 (D)(2).

Notary
My Commission Expires: _____

GRANTOR:
STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES

Jeffrey A. Johnson, Chief
Division of Natural Areas and Preserves
Designee for Mary Mertz, Director

STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a notary public in and for said County and State, personally appeared the above-named Jeffrey A. Johnson, designee for Mary Mertz, on behalf of the Ohio Department of Natural Resources, who acknowledges that he did sign the foregoing instrument, and that the same is his free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal at _____,
Ohio, this _____ day of _____, 2022. The oath or affirmation was administered to the
signer by the undersigned with regard to the notarial act in compliance with R.C. 147.542 (D)(2).

Notary
My Commission Expires: _____

APPROVED AS TO FORM:
DAVE YOST, Ohio Attorney General

By: _____

Date: _____

Signatures continue on the following page

GRANTEE:

In Execution Whereof, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 22-0304, dated 3/1/22.

Warren County Board of County Commissioners

Signature: [Signature]

Printed Name: Tom Grossmann

Title: President

Date: 3/1/22

STATE OF OHIO
COUNTY OF WARREN

Be It Remembered, that on this 1st day of March, 2022 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, whose title is President or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. The oath or affirmation was administered to the signer by the undersigned with regard to the notarial act in compliance with R.C. 147.542 (D)(2).

[Signature]
Notary
My Commission Expires: 3/1 12/26/22

APPROVED AS TO FORM:
DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
~~Bruce A. McGary~~, Assistant Prosecutor
520 Justice Drive, 2nd Floor Adam M. Nia
Lebanon, OH 45036
Ph. (513) 695-1384
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

EXHIBIT A

1 of 3
PID 106724
PARCEL 16-T1
PROJECT CR 282
Version Date 10/11/21

**PARCEL 16-T1
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Deerfield Township, Village of South Lebanon located in Section 12, Township 4, Range 2, and being part of the original 34.624 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Deed Book 503, Page 789, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a point in the existing centerline of King Avenue, being the northwesterly line of said original 34.624 acre tract, at a northerly corner of the 0.309 acre tract conveyed to the Warren County Commissioners by deed of record in Official Record 394, Page 327, being 31.83 feet left of King Avenue Centerline of Construction station 103+74.42;

Thence North 51 deg. 56 min. 48 sec. East, a distance of 57.74 feet along the existing centerline of King Avenue and the northwesterly line of said original 34.624 acre tract to a railroad spike set, being 82.05 feet left of King Avenue Centerline of Construction station 103+99.15;

Thence South 84 deg. 08 min. 50 sec. East, a distance of 43.26 feet across said original 34.624 acre tract to an iron pin set at the intersection of the existing southeasterly right-of-way line of King Avenue with the new the northeasterly right-of-way line of King Avenue, being

97.50 feet left of King Avenue Centerline of Construction station 104+31.68; said iron pin being the **Point of True Beginning** of the herein described parcel

Thence the following two (2) courses and distances along the existing southeasterly and southwesterly right-of-way lines of King Avenue, and across said original 34.624 acre tract;

1. Thence North 51 deg. 56 min. 48 sec. East, a distance of 111.30 feet to a point being 201.82 feet left of King Avenue Centerline of Construction station 104+59.45;
2. Thence North 53 deg. 36 min. 10 sec. West, a distance of 50.54 feet to a point in the northwesterly line of said original 34.624 acre tract, being 206.52 feet left of King Avenue Centerline of Construction station 104+27.02;

Thence North 46 deg. 26 min. 25 sec. East, a distance of 39.73 feet along the northwesterly line of said original 34.624 acre tract, to a point being 244.45 feet left of King Avenue Centerline of Construction station 104+34.36;

Thence the following two (2) courses and distances across said original 34.624 acre tract;

1. Thence South 51 deg. 17 min. 09 sec. East, a distance of 50.00 feet to a point being 238.62 feet left of King Avenue Centerline of Construction station 104+64.41;
2. Thence South 37 deg. 01 min. 48 sec. West, a distance of 123.79 feet to an iron pin set in the new northeasterly right-of-way line of King Avenue, being 115.00 feet left of King Avenue Centerline of Construction station 104+60.00;

Thence North 84 deg. 08 min. 50 sec. West, a distance of 40.43 feet along the new northeasterly right-of-way line, and across said original 34.624 acre tract, to the **Point of True Beginning** of the herein described parcel, containing 0.088 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. ____, Plat ____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Deed Book 503, Page 789 of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader

10/11/21

Registered Surveyor No. 7191

Date

EXHIBIT A

1 of 4
PID 106724
PARCEL 16-T2
PROJECT CR 282
Version Date 10/11/21

**PARCEL 16-T2
WAR-CR 282-
0.97
TEMPORARY EASEMENT**

**[Surveyor's description of the premises
follows]**

Situate in the State of Ohio, County of Warren, Deerfield Township, Village of South Lebanon located in Section 12, Township 4, Range 2, and being part of the original 34.624 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in DeedBook 503, Page 789, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a point in the existing centerline of King Avenue, being the westerly line of said original 34.624 acre tract, at the southwesterly corner of the 0.309 acre tract conveyed to the Warren County Commissioners by deed of record in Official Record 394, Page 327; said point being 186.43 feet right of King Avenue Centerline of Construction station 104+16.77;

Thence North 72 deg. 04 min. 03 sec. East, a distance of 30.00 feet across said original 34.624 acre tract to an iron pin set in the existing easterly right-of-way line of King Avenue, being 164.15 feet right of King Avenue Centerline of Construction station 104+55.06; said point being the **Point of True Beginning** of the herein described parcel;

Thence North 14 deg. 34 min. 35 sec. East, a distance of 77.01 feet along the existing easterly right-of-way line of King Avenue and the easterly line of said 0.309 acre tract to an ironpin set in the new southwesterly right-of-way line of King Avenue, being 90.00 feet right of King Avenue Centerline of Construction station 104+23.01;

Thence South 55 deg. 05 min. 41 sec. East, a distance of 146.17 feet along the new southwesterly right-of-way line of King Avenue, and across said original 34.624 acre tract to a point, being 70.23 feet right of King Avenue Centerline of Construction station 106+10.00;

Thence the following seven (7) courses and distances across said original 34.624 acre tract;

1. Thence South 64 deg. 38 min. 05 sec. West, a distance of 50.32 feet to a point, being 120.00 feet right of King Avenue Centerline of Construction station 106+00.00;
2. Thence South 77 deg. 27 min. 31 sec. West, a distance of 44.99 feet to a point, being 161.00 feet right of King Avenue Centerline of Construction station 105+70.00;
3. Thence South 17 deg. 55 min. 57 sec. East, a distance of 81.10 feet to a point, being 177.61 feet right of King Avenue Centerline of Construction station 106+90.00;
4. Thence South 69 deg. 51 min. 34 sec. East, a distance of 30.84 feet to a point, being 156.00 feet right of King Avenue Centerline of Construction station 107+12.00;
5. Thence North 70 deg. 09 min. 33 sec. East, a distance of 31.14 feet to a point, being 125.00 feet right of King Avenue Centerline of Construction station 107+15.00;
6. Thence North 14 deg. 03 min. 31 sec. West, a distance of 45.89 feet to a point, being 116.00 feet right of King Avenue Centerline of Construction station 106+70.00;

7. Thence North 75 deg. 46 min. 28 sec. East, a distance of 67.27 feet to a point in the newsouthwesterly right-of-way line of King Avenue, being 50.00 feet right of King Avenue Centerline of Construction station 106+83.00;

Thence South 25 deg. 22 min. 07 sec. East, a distance of 133.59 feet along the new southwesterly right-of-way line of King Avenue and across said original 34.624 acre tract to a point in the northerly high water mark of the Little Miami River and a southeasterly line of said original 34.624 acre tract, being 50.00 feet right of King Avenue Centerline of Construction station 108+16.59;

Thence the following three (3) courses and distances along the northerly high water mark of the Little Miami River, and its meanders thereof, and a southeasterly line of said original 34.624 acre tract;

1. Thence South 72 deg. 16 min. 17 sec. West, a distance of 60.29 feet to a point, being 109.76 feet right of King Avenue Centerline of Construction station 108+08.57;
2. Thence South 61 deg. 51 min. 50 sec. West, a distance of 83.96 feet to a point, being 193.62 feet right of King Avenue Centerline of Construction station 108+12.62;
3. Thence South 61 deg. 51 min. 50 sec. West, a distance of 35.56 feet to a point in the existing easterly right-of-way line of King Avenue, being 229.14 feet right of King Avenue Centerline of Construction station 108+14.34;

Thence North 17 deg. 55 min. 57 sec. West, a distance of 264.89 feet along the existing easterly right-of-way line of King Avenue, to the **Point of True Beginning** of the herein described parcel, containing 0.751 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Deed Book 503, Page 789, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader

10/11/21

Registered Surveyor No. 7191

Date

EXHIBIT A

1 of 2
PID 106724
PARCEL 16-T3
PROJECT CR 282
Version Date 10/11/21

**PARCEL 16-T3
WAR-CR 282-
0.97
TEMPORARY EASEMENT**

**[Surveyor's description of the premises
follows]**

Situate in the State of Ohio, County of Warren, Deerfield Township, Village of South Lebanon located in Section 12, Township 4, Range 2, and being part of the original 34.624 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Deed Book 503, Page 789, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning at an iron pin set in the new northeasterly right-of-way line of King Avenue, at the intersection of a northerly high water mark of the Little Miami River, being the southeasterly line of said original 34.624 acre tract, and being 50.00 feet left of King Avenue Centerline of Construction station 108+30.00;

Thence North 25 deg. 22 min. 07 sec. West, a distance of 170.26 feet along the new northeasterly right-of-way line of King Avenue, and across said original 34.624 acre tract to an iron pin set, being 50.00 feet left of King Avenue Centerline of Construction station 106+59.74;

Thence North 64 deg. 37 min. 53 sec. East, a distance of 50.00 feet along the new northeasterly right-of-way line of King Avenue, and across said original 34.624 acre tract to an iron pin set, being 100.00 feet left of King Avenue Centerline of Construction station 106+59.74;

Thence South 20 deg. 18 min. 23 sec. East, a distance of 170.00 feet, across said original 34.624 acre tract, to a point in the northerly high water mark of the Little Miami River, and the southeasterly line of said original 34.624 acre tract, being 85.00 feet left of King Avenue Centerline of Construction station 108+29.08;

Thence South 63 deg. 07 min. 13 sec. West, a distance of 35.01 feet along the northerly high water mark of the Little Miami River, and its meanders thereof, and the southeasterly line of said original 34.624 acre tract to the **Point of True Beginning** of the herein described parcel, containing 0.166 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. , Plat _____ of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Deed Book 503, Page 789, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21
Registered Surveyor No. 7191 Date

EXHIBIT A

1 of 5
PID 106724
PARCEL 16-WD
PROJECT CR 282
Version Date 10/11/21

**PARCEL 16-
WD WAR-CR
282-0.97
TEMPORARY EASEMENT**

**[Surveyor's description of the premises
follows]**

Situate in the State of Ohio, County of Warren, Township of Deerfield and Village of South Lebanon located in Section 12, Township 4, Range 2, and being part of the original 34.624 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Deed Book 503, Page 789, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left and right sides of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 5/8" iron pin found with "S-7450" cap, at the southeasterly corner of Lot 40 (Open Space) of the King's Meadows subdivision of record in Plat Book 78, Page 9, being a westerly corner of the original 65.283 acre tract conveyed to the Board of Township Trustees of Deerfield Township, Ohio, by deed of record in Official Record 2400, Page 153; said iron pin being 498.15 feet left of King Avenue Centerline of Construction station 104+15.13;

Thence South 87 deg. 03 min. 13 sec. West, a distance of 147.12 feet along the southerly line of said Lot 40, and a northerly line of said original 65.283 acre tract, to a point at the northeasterly corner of the 5.002 acre tract conveyed to the Board of Township Trustees of Deerfield Township, Ohio, by deed of record in Official Record 2400, Page 153, being 435.55 feet left of King Avenue Centerline of Construction station 103+56.19;

Thence South 23 deg. 45 min. 00 sec. West, a distance of 362.64 feet (passing an iron pin found with "S-7450" cap, at a distance of 300.99 feet) along the common line of said original 65.283 and 5.002 acre tracts to a point in the existing centerline of right-of-way of King Avenue (as delineated upon said WAR-CR 282-0.97 Right-of-Way plan), being the northerly line of the 22.2315 acre tract conveyed to Little Miami, Inc., by deed of record in Official Record 1727, Page 710, at a common corner of said original 65.283 and 5.002 acre tracts, being 76.72 feet left of King Avenue Centerline of Construction station 103+23.88;

Thence the following two (2) courses and distances along said existing centerline of right-of-way of King Avenue and the common line of said 5.002 and 22.2315 acre tracts;

1. Thence South 52 deg. 40 min. 25 sec. West, a distance of 21.43 feet to a railroad spike set, being 60.55 feet left of King Avenue Centerline of Construction station 103+12.02;
2. Thence South 75 deg. 53 min. 17 sec. West, a distance of 77.21 feet to a point being 34.23 feet left of King Avenue Centerline of Construction station 102+47.57

Thence South 17 deg. 55 min. 57 sec. East, a distance of 79.62 feet (passing a 5/8" iron pin found, being 2.21 feet westerly of line, at a distance of 78.84 feet) across said 22.2315 acre tract, to a point in the existing northerly right-of-way line of King Avenue, at a common corner of said 22.2315 acre tract and the 19.8554 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC, by deed of record in Document Number 2019-035589, being 40.21 feet right of King Avenue Centerline of Construction station 102+76.20; said point being further located as being North 72 deg. 45 min. 08 sec. East, a distance of 2.21 feet from a 5/8" iron pin found with an illegible cap;

Thence continuing South 17 deg. 55 min. 57 sec. East, a distance of 31.95 feet along the northerly extension of the existing centerline of King Avenue, and the common line of said 22.2315 and 19.8554 acre tracts, to the point of intersection of the existing tangent centerlines of King Avenue, at a common corner of the 0.309 acre tract conveyed to the Warren County Commissioners by deed of record in Official Record 394, Page 327 and said 22.2315 acre tract, being 69.33 feet right of King Avenue Centerline of Construction station 102+91.65;

Thence North 51 deg. 56 min. 48 sec. East, a distance of 127.49 feet (passing a 5/8" ironpin found at a distance of 4.85 feet) along said existing centerline of King Avenue, and the common line of said 0.309 and 22.2315 acre tracts, to a point in the northwesterly line of said original 34.624 acre tract, at a northerly corner of said 0.309 acre tract, being 31.83 feet left of King Avenue Centerline of Construction station 103+74.42; said point being the **Point of True Beginning** of the herein described parcel;

Thence continuing North 51 deg. 56 min. 48 sec. East, a distance of 57.74 feet along the existing centerline of King Avenue and the common line of said original 34.624 and 22.2315 acre tracts to a railroad spike set, being 82.05 feet left of King Avenue Centerline of Construction station 103+99.15;

Thence the following six (6) courses and distances along new division lines through said original 34.624 acre tract;

1. Thence South 84 deg. 08 min. 50 sec. East, a distance of 43.26 feet to an iron pin set in the existing southeasterly right-of-way line of King Avenue, being 97.50 feet left of King Avenue Centerline of Construction station 104+31.68;
2. Thence continuing South 84 deg. 08 min. 50 sec. East, a distance of 40.43 feet to an ironpin set, being 115.00 feet left of King Avenue Centerline of Construction station 104+60.00;

3. Thence South 43 deg. 36 min. 44 sec. East, a distance of 148.95 feet to an iron pin set, being 105.00 feet left of King Avenue Centerline of Construction station 105+75.00;
4. Thence South 29 deg. 18 min. 08 sec. East, a distance of 108.11 feet to an iron pin set, being 100.00 feet left of King Avenue Centerline of Construction station 106+59.74;
5. Thence South 64 deg. 37 min. 53 sec. West, a distance of 50.00 feet to an iron pin set, being 50.00 feet left of King Avenue Centerline of Construction station 106+59.74;
6. Thence South 25 deg. 22 min. 07 sec. East, a distance of 170.26 feet to an iron pin set in a southerly line of said original 34.624 acre tract and the northerly high water mark of the Little Miami River, being 50.00 feet left of King Avenue Centerline of Construction station 108+30.00;

Thence South 72 deg. 16 min. 17 sec. West, a distance of 100.90 feet along a southerly line of said original 34.624 acre tract and the northerly high water mark of the Little Miami River, and its meanders thereof, to an iron pin set being 50.00 feet right of King Avenue Centerline of Construction station 108+16.59;

Thence the following two (2) courses and distances along new division lines through said original 34.624 acre tract;

1. Thence North 25 deg. 22 min. 07 sec. West, a distance of 156.85 feet to an iron pin set, being 50.00 feet right of King Avenue Centerline of Construction station 106+59.74;
2. Thence North 55 deg. 05 min. 41 sec. West, a distance of 192.42 feet to an iron pin set in the existing easterly right-of-way line of King Avenue, and the easterly line of said 0.309 acre tract, being 90.00 feet right of King Avenue Centerline of Construction station 104+23.01;

Thence North 14 deg. 34 min. 35 sec. East, a distance of 109.11 feet along the existing easterly right-of-way line of King Avenue and the easterly line of said 0.309 acre tract, to a point in the existing southeasterly right-of-way line of King Avenue, at a northeasterly corner of said 0.309 acre tract, being 16.98 feet left of King Avenue Centerline of Construction station 103+98.88;

Thence North 38 deg. 03 min. 12 sec. West, a distance of 30.00 feet along the northeasterly line of said 0.309 acre tract, to the **Point of True Beginning** of the herein described parcel, containing 1.504 acres, more or less, of which 0.050 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Deed Book 503, Page 789, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21
Registered Surveyor No. 7191 Date

EXHIBIT A

1 of 4
PID 106724
PARCEL 17-QC
PROJECT CR 282
Version Date 10/11/21

**PARCEL 17-
QC WAR-CR
282-0.97
TEMPORARY EASEMENT**

**[Surveyor's description of the premises
follows]**

Situate in the State of Ohio, County of Warren, Townships of Deerfield and Hamilton, Village of South Lebanon, located in Military Survey 1548, and Section 12, Township 4, Range 2, and being part of the lands lying within the Little Miami River, being southerly of, and immediately adjacent to, the original 34.624 acre tract as described in a deed conveyed to the State of Ohio, Department of Natural Resources by deed of record in Deed Book 503, Page 789, and being northerly of, and immediately adjacent to, the 0.461 acre tract as described in a deed conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 394, Page 325, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right and left sides of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 1" iron pin found at the intersection of the centerline of Grandin Road (C.R. 150) and the common line of Military Surveys 1547 and 1548;

Thence North 40 deg. 09 min. 25 sec. West, a distance of 2332.49 feet along the common line of said Military Surveys 1547 and 1548 to a point at the northeasterly corner of the 0.936 acre tract and the southeasterly corner of the 0.258 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deeds of record in Document Number 2018-032127 and Document Number 2019-035588, respectively, said point being 140.46 feet left of Grandin Road Centerline of Construction station 113+02.86; said point being further located as North 71 deg. 16 min. 39 sec. East, a distance of 0.23 feet from a 1/2" iron pin found;

Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 152.53 feet along the common line of Military Surveys 1547 and 1548, to an angle point in the former northwesterly right-of-way line of the Little Miami Railroad (delineated on Track Map 170-8402-0-36), and being conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, and the southeasterly line of the 49.6886 acre tract as described in a deed conveyed to Warren County, Ohio by deed of record in Official Record 1724, Page 671, being 109.24 feet left of Grandin Road Centerline of Construction station 111+50.94;

Thence the following two (2) courses and distances along the former northwesterly right-of-way line of the Little Miami Railroad, and the southeasterly line of said 49.6886 acre tract;

1. Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 23.56 feet along the common line of Military Survey 1547 and 1548, to an angle point being 103.23 feet left of Grandin Road Centerline of Construction station 111+28.16;
2. Thence along a curve to the right, having a radius of 1418.31 feet, an arc length of 107.65 feet, a central angle of 04 deg. 20 min. 56 sec., the chord to which bears South 64 deg. 37 min. 02 sec. West, a chord distance of 107.63 feet to a point in the existing easterly right-of-way line of Grandin Road (C.R. 150), at the southeasterly corner of the original 0.916 acre tract conveyed to the Warren County, Ohio, Warren County Commissioners by deed of record in Official Record 369, Page 757; said point being 4.40 feet right of Grandin Road Centerline of Construction station 111+28.18;

Thence North 19 deg. 43 min. 00 sec. West, a distance of 34.98 feet along said existing easterly right-of-way line of Grandin Road and said original 0.916 acre tract, and the westerly line of said 49.6886 acre tract, to a point in the existing northerly line of Grandin Road, at the southeasterly corner of said 0.461 acre tract, being 0.96 feet right of King Avenue Centerline of Construction station 110+93.38;

Thence North 19 deg. 08 min. 59 sec. West, a distance of 44.92 feet along the common line of said 0.461 and 49.6886 acre tracts to a point in the southerly high water mark of the Little Miami River, at a common corner of said 0.461 and 49.6886 acre tracts, being 3.91 feet left of King Avenue Centerline of Construction station 110+48.72; said point being the **Point of True Beginning** of the herein described parcel;

Thence South 61 deg. 26 min. 58 sec. West, a distance of 53.99 feet along the southerly high water mark of the Little Miami River, and its meanders thereof, and the northerly line of said 0.461 acre tract to an iron pin set, being 50.00 feet right of King Avenue Centerline of Construction station 110+51.72;

Thence North 25 deg. 22 min. 07 sec. West, a distance of 235.13 feet along a new division line through the lands lying within the Little Miami River, to an iron pin set in the northerly high water mark of said River and the southerly line of said original 34.624 acre tract being 50.00 feet right of King Avenue Centerline of Construction station 108+16.59;

Thence North 72 deg. 16 min. 17 sec. East, a distance of 100.90 feet along the northerly high water mark of the Little Miami River, and its meanders thereof, and the southerly line of said 34.624 acre tract to an iron pin set, being 50.00 feet left of King Avenue Centerline of Construction station 108+30.00;

Thence South 25 deg. 22 min. 07 sec. East, a distance of 130.35 feet along a new division line through the lands lying within the Little Miami River to a point in the centerline of said river, being 50.00 feet left of King Avenue Centerline of Construction station 109+60.35;

Thence South 56 deg. 37 min. 29 sec. West, a distance of 37.40 feet along the centerline of said river to a point in the northerly extension of said common line of the 0.461 and 49.6886 acre tracts, being 12.97 feet left of King Avenue Centerline of Construction station 109+65.56;

Thence South 19 deg. 08 min. 59 sec. East, a distance of 83.65 feet along a new divisionline, and along the northerly extension of said common line of the 0.461 and 49.6886 acre tractsto the **Point of True Beginning** of the herein described parcel, containing 0.438 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Of the above described area, 0.331 acres lie within Deerfield Township, Village of SouthLebanon, Sec. 12, T-4, R-2 and 0.107 acres lie within Hamilton Township, Village of South Lebanon, Military Survey 1548.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plasticcap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is basedupon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc.,under the direction of said surveyor. The survey plat of which is filed in Vol. , Plat _____,of the Warren County Engineer's record of land surveys.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader

10/11/21

Registered Surveyor No. 7191

Date

EXHIBIT A

1 of 2
PID 106724
PARCEL 17-T
PROJECT CR 282
Version Date 10/1/21

**PARCEL 17-T
WAR-CR 282-
0.97
TEMPORARY EASEMENT**

**[Surveyor's description of the premises
follows]**

Situate in the State of Ohio, County of Warren, Deerfield and Hamilton Townships, Village of South Lebanon, located in Military Survey 1548, and Section 12, Township 4, Range 2, and being part of the lands lying within the Little Miami River, being southerly of, and immediately adjacent to, the original 34.624 acre tract as described in a deed conveyed to the State of Ohio, Department of Natural Resources by deed of record in Deed Book 503, Page 789, and being northerly of, and immediately adjacent to, the 0.461 acre tract as described in a deed conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 394, Page 325, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning at a point in the existing easterly right-of-way line of King Avenue, at the intersection of a southerly high water mark of the Little Miami River, being the northwesterly corner of said 0.461 acre tract, being 254.69 feet right of King Avenue Centerline of Construction station 110+10.10;

Thence North 17 deg. 55 min. 57 sec. West, a distance of 197.42 feet along the existing easterly right-of-way line of King Avenue to a point in the northerly high water mark of the Little Miami River, being the southerly line of said original 34.624 acre tract, being 229.14 feet right of King Avenue Centerline of Construction station 108+14.34;

Thence North 61 deg. 51 min. 50 sec. East, a distance of 35.56 feet along the northerly high water mark of the Little Miami River, and its meanders thereof, and the southerly line of said original 34.624 acre tract to a point, being 193.62 feet right of King Avenue Centerline of Construction station 108+12.62;

Thence South 17 deg. 55 min. 57 sec. East, a distance of 202.81 feet across the landslyng within the Little Miami River to a point in the southerly high water mark of the Little Miami River and the northerly line of said 0.461 acre tract, being 219.86 feet right of King Avenue Centerline of Construction station 110+13.73;

Thence South 70 deg. 34 min. 48 sec. West, a distance of 35.01 feet along the southerly high water mark of the Little Miami River, and its meanders thereof, and the northerly line of said 0.461 acre tract to the **Point of True Beginning** of the herein described parcel, containing 0.161 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports. All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader 10/11/21
Registered Surveyor No. 7191 Date

EXHIBIT A

1 of 3
PID 106724
PARCEL 22-S
PROJECT CR 282
Version Date 10/11/21

**PARCEL 22-S
WAR-CR 282-
0.97
TEMPORARY EASEMENT**

**[Surveyor's description of the premises
follows]**

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, and being part of the 0.461 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 394, Page 325, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at an angle point in the existing easterly and northerly right-of-way lines of Grandin Road, at a southeasterly corner of said 0.461 acre tract, being 0.96 feet right of King Avenue Centerline of Construction station 110+93.38;

Thence South 76 deg. 00 min. 01 sec. West, a distance of 50.02 feet along the existing northerly right-of-way line of Grandin Road and the southerly line of said 0.461 acre tract to an iron pin set at an angle point in the new southwesterly right-of-way line of King Avenue, being 50.00 feet right of King Avenue Centerline of Construction station 110+83.52;

Thence continuing South 76 deg. 00 min. 01 sec. West, a distance of 50.00 feet along the existing northerly right-of-way line of Grandin Road and the southerly line of said 0.461 acre tract, to a point being 99.02 feet right of King Avenue Centerline of Construction station 110+73.66; said point being the **Point of True Beginning** of the herein described parcel

Thence continuing South 76 deg. 00 min. 01 sec. West, a distance of 14.05 feet along the existing northerly right-of-way line of Grandin Road and the southerly line of said 0.461 acre tract to an iron pin set being 112.79 feet right of King Avenue Centerline of Construction station 110+70.89;

Thence the following three (3) courses and distances across said 0.461 acre tract;

1. Thence North 18 deg. 43 min. 37 sec. West, a distance of 30.00 feet to a point, being 109.32 feet right of King Avenue Centerline of Construction station 110+41.09;
2. Thence North 76 deg. 00 min. 01 sec. East, a distance of 14.05 feet to a point, being 95.55 feet right of King Avenue Centerline of Construction station 110+43.86;
3. Thence South 18 deg. 43 min. 37 sec. East, a distance of 30.00 feet to the **Point of True Beginning** of the herein described parcel, containing 0.010 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 394,
Page 325, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21
Registered Surveyor No. 7191 Date

EXHIBIT A

1 of 4
PID 106724
PARCEL 22-T
PROJECT CR 282
Version Date 10/11/21

**PARCEL 22-T
WAR-CR 282-
0.97
TEMPORARY EASEMENT**

**[Surveyor's description of the premises
follows]**

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, and being part of the 0.461 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 394, Page 325, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at an angle point in the existing easterly and northerly right-of-way lines of Grandin Road, at a southeasterly corner of said 0.461 acre tract, being 0.96 feet right of King Avenue Centerline of Construction station 110+93.38;

Thence South 76 deg. 00 min. 01 sec. West, a distance of 50.02 feet along the existing northerly right-of-way line of Grandin Road and the southerly line of said 0.461 acre tract to an iron pin set at an angle point in the new southwesterly right-of-way line of King Avenue, being 50.00 feet right of King Avenue Centerline of Construction station 110+83.52; said point being the **Point of True Beginning** of the herein described parcel

Thence continuing South 76 deg. 00 min. 01 sec. West, a distance of 50.00 feet along the existing northerly right-of-way line of Grandin Road and the southerly line of said 0.461 acre tract, to a point at the southeasterly corner of a Proposed Sewer Easement (Parcel 22-S), being 99.02 feet right of King Avenue Centerline of Construction station 110+73.66;

Thence continuing South 76 deg. 00 min. 01 sec. West, a distance of 14.05 feet along the existing northerly right-of-way line of Grandin Road and the southerly line of said 0.461 acre tract to an iron pin set at the southwesterly corner of said Parcel 22-S, being 112.79 feet right of King Avenue Centerline of Construction station 110+70.89;

Thence continuing South 76 deg. 00 min. 01 sec. West, a distance of 148.92 feet along the existing northerly right-of-way line of Grandin Road and the southerly line of said 0.461 acre tract to the intersection of the existing easterly right-of-way line of Grandin Road, at the southwesterly corner of said 0.461 acre tract, being 258.79 feet right of King Avenue Centerline of Construction station 110+41.53;

Thence North 17 deg. 55 min. 57 sec. West, a distance of 31.70 feet along the existing easterly right-of-way line of Grandin Road and King Avenue and the westerly line of said 0.461 acre tract to a point in the southerly high water mark of the Little Miami River, at the northwesterly corner of said 0.461 acre tract, being 254.69 feet right of King Avenue Centerline of Construction station 110+10.10;

Thence North 70 deg. 34 min. 48 sec. East, a distance of 35.01 feet along the southerly high water mark of the Little Miami River, and its meanders thereof, and the northerly line of said 0.461 acre tract to a point, being 219.86 feet right of King Avenue Centerline of Construction station 110+13.73;

Thence the following five (5) courses and distances across said 0.461 acre tract;

1. Thence South 17 deg. 55 min. 57 sec. East, a distance of 24.99 feet to a point, being 223.10 feet right of King Avenue Centerline of Construction station 110+38.51;
2. Thence North 76 deg. 00 min. 01 sec. East, a distance of 100.14 feet to a point, being 124.92 feet right of King Avenue Centerline of Construction station 110+58.25;

3. Thence North 16 deg. 54 min. 54 sec. East, a distance of 23.19 feet to a point at the northwesterly corner of a Proposed Sewer Easement (Parcel 22-S), being 109.32 feet right of King Avenue Centerline of Construction station 110+41.09;
4. Thence North 76 deg. 00 min. 01 sec. East, a distance of 14.05 feet along the northerly line of said Parcel 22-S, to a point at the northeasterly corner of said Parcel 22-S, being 95.55 feet right of King Avenue Centerline of Construction station 110+43.86;
5. Thence North 74 deg. 25 min. 17 sec. East, a distance of 46.22 feet to an iron pin set in the new southwesterly right-of-way line of King Avenue, being 50.00 feet right of King Avenue Centerline of Construction station 110+51.72;

Thence South 25 deg. 22 min. 07 sec. East, a distance of 31.80 feet the new southwesterly right-of-way line of King Avenue and across said 0.461 acre tract to the **Point of True Beginning** of the herein described parcel, containing 0.099 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied and 0.010 acres lies within the Proposed Sewer Easement (Parcel 22-S), leaving a Net Take of 0.089 acres for the Temporary Easement.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 394,
Page 325, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader

10/11/21

Registered Surveyor No. 7191

Date

EXHIBIT A

1 of 4
PID 106724
PARCEL 22-WD
PROJECT CR 282
Version Date 10/11/21

**PARCEL 22-
WD WAR-CR
282-0.97
TEMPORARY EASEMENT**

**[Surveyor's description of the premises
follows]**

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, and being part of the 0.461 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 394, Page 325, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right and left sides of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 1" iron pin found at the intersection of the centerline of Grandin Road (C.R. 150) and the common line of Military Surveys 1547 and 1548;

Thence North 40 deg. 09 min. 25 sec. West, a distance of 2332.49 feet along the common line of said Military Surveys 1547 and 1548 to a point at the northeasterly corner of the 0.936 acre tract and the southeasterly corner of the 0.258 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deeds of record in Document Number 2018-032127 and Document Number 2019-035588, respectively, said point being 140.46 feet left of Grandin Road Centerline of Construction station 113+02.86; said point being further located as North 71 deg. 16 min. 39 sec. East, a distance of 0.23 feet from a 1/2" iron pin found;

Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 152.53 feet along the common line of Military Surveys 1547 and 1548, to an angle point in the former northwesterly right-of-way line of the Little Miami Railroad (delineated on Track Map 170-8402-0-36), and being conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, and the southeasterly line of the 49.6886 acre tract conveyed to Warren County, Ohio by deed of record in Official Record 1724, Page 671, being 109.24 feet left of Grandin Road Centerline of Construction station 111+50.94;

Thence the following two (2) courses and distances along the former northwesterly right-of-way line of the Little Miami Railroad, and the southeasterly line of said 49.6886 acre tract;

1. Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 23.56 feet along the common line of Military Surveys 1547 and 1548, to an angle point being 103.23 feet left of Grandin Road Centerline of Construction station 111+28.16;
2. Thence along a curve to the right, having a radius of 1418.31 feet, an arc length of 107.65 feet, a central angle of 04 deg. 20 min. 56 sec., the chord to which bears South 64 deg. 37 min. 02 sec. West, a chord distance of 107.63 feet to a point in the existing easterly right-of-way line of Grandin Road (C.R. 150), at the southeasterly corner of the original 0.916 acre tract conveyed to the Warren County, Ohio, Warren County Commissioners by deed of record in Official Record 369, Page 757; said point being 4.40 feet right of Grandin Road Centerline of Construction station 111+28.18;

Thence North 19 deg. 43 min. 00 sec. West, a distance of 34.98 feet along said existing easterly right-of-way line of Grandin Road and said original 0.916 acre tract, and the westerly line of said 49.6886 acre tract, to a point in the existing northerly line of Grandin Road, at the southeasterly corner of said 0.461 acre tract, being 0.96 feet right of King Avenue Centerline of Construction station 110+93.38; said point being the **Point of True Beginning** of the herein described parcel;

Thence South 76 deg. 00 min. 01 sec. West, a distance of 50.02 feet along said existing northerly right-of-way line of Grandin Road and southerly line of said 0.461 acre tract (being the northerly line of the remainder of said original 0.916 acre tract) to an iron pin set, being 50.00 feet right of King Avenue Centerline of Construction station 110+83.52;

Thence North 25 deg. 22 min. 07 sec. West, a distance of 31.80 feet along a new division line through said 0.461 acre tract to an iron pin set in the southerly high water mark of the Little Miami River and the northerly line of said 0.461 acre tract, being 50.00 feet right of King Avenue Centerline of Construction station 110+51.72;

Thence North 61 deg. 26 min. 58 sec. East, a distance of 53.99 feet along the southerly high water mark of the Little Miami River, and its meanders thereof, and the northerly line of said 0.461 acre tract to a common corner of said 0.461 and 49.6886 acre tracts, being 3.91 feet left of King Avenue Centerline of Construction station 110+48.72;

Thence South 19 deg. 08 min. 59 sec. East, a distance of 44.92 feet along the common line of said 0.461 and 49.6886 acre tracts, to the **Point of True Beginning** of the herein described parcel, containing 0.045 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 394,
Page 325, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21
Registered Surveyor No. 7191 Date

EXHIBIT A

1 of 3
PID 106724
PARCEL 24-T1
PROJECT CR 282
Version Date 10/11/21

**PARCEL 24-T1
WAR-CR 282-
0.97
TEMPORARY EASEMENT**

**[Surveyor's description of the premises
follows]**

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, and being part of the lands formerly owned by the Little Miami Railroad Company (delineated on Track Map 170-8402-0-36), and being conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of Grandin Road (C.R. 150), and lying on the left and right sides of the Centerline of Construction of the Little Miami Trail, as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning at an iron pin set in the former northerly right-of-way line of said railroad and the existing southerly right-of-way line of Grandin Road, being the southerly line of the original 0.916 acre tract conveyed to the Warren County, Ohio, Warren County Commissioners by deed of record in Official Record 369, Page 757, at the intersection of the new southwesterly right-of-way line of Grandin Road, being 118.42 feet right of Grandin Road Centerline of Construction station 111+19.27, and 39.46 feet left of Little Miami Trail Centerline of Construction station 902+69.98;

Thence the following two (2) courses and distances along the new southwesterly right-of-way lines of Grandin Road, and across said former railroad land;

1. Thence South 18 deg. 43 min. 37 sec. East, a distance of 30.94 feet to an iron pin set, being 122.00 feet right of Grandin Road Centerline of Construction station 111+50.00, and 8.60 feet left of Little Miami Trail Centerline of Construction station 902+67.75;
2. Thence South 41 deg. 08 min. 43 sec. East, a distance of 74.49 feet to an iron pin set on a curve in the former southerly right-of-way line of said railroad, being 104.41 feet right of Grandin Road Centerline of Construction station 112+09.80, and 62.29 feet right of Little Miami Trail Centerline of Construction station 902+90.19;

Thence the following two (2) distances along the former southerly right-of-way line of said railroad

1. Thence along a curve to the right, having a radius of 1518.31 feet, an arc length of 113.66 feet, a central angle of 04 deg. 17 min. 20 sec., the chord to which bears South 72 deg. 28 min. 35 sec. West, a chord distance of 113.63 feet to point, being 54.80 feet right of Little Miami Trail Centerline of Construction station 901+81.76;
2. Thence South 74 deg. 30 min. 01 sec. West, a distance of 161.85 feet to a point, being 52.03 feet right of Little Miami Trail Centerline of Construction station 900+22.79;

Thence North 09 deg. 33 min. 59 sec. West, a distance of 100.54 feet across said former railroad lands to a point in the former northerly right-of-way line of said railroad, the southerly existing right-of-way line of Grandin Road and the southerly line of said 0.916 acre tract, being 47.91 feet left of Little Miami Trail Centerline of Construction station 900+33.73;

Thence the following two (2) distances along the former northerly right-of-way line of said railroad, the southerly existing right-of-way line of Grandin Road and the southerly line of said 0.916 acre tract;

1. Thence North 74 deg. 30 min. 01 sec. East, a distance of 151.67 feet to a point, being 45.00 feet left of Little Miami Trail Centerline of Construction station 901+88.05
2. Thence along a curve to the left, having a radius of 1418.31 feet, an arc length of 79.40 feet, a central angle of 03 deg. 12 min. 28 sec., the chord to which bears North 73 deg. 01min. 01 sec. East, a chord distance of 79.39 feet to the **Point of True Beginning** of the herein described parcel, containing 0.571 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. , Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 31, Page 913, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader 10/11/21
Registered Surveyor No. 7191 Date

EXHIBIT A

1 of 4
PID 106724
PARCEL 24-T2
PROJECT CR 282
Version Date 10/11/21

**PARCEL 24-T2
WAR-CR 282-
0.97
TEMPORARY EASEMENT**

**[Surveyor's description of the premises
follows]**

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1547, and being part of the lands formerly owned by the Little Miami Railroad Company (delineated on Track Map 170-8402-0-36), and being conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left side of the Centerline of Construction of Grandin Road (C.R. 150), and lying on the left and right sides of the Centerline of Construction of the Little Miami Trail, as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning at the point of intersection of the new northeasterly right-of-way line of Grandin Road with the former northwesterly right-of-way line of the Little Miami Railroad, at the southerly corner of a proposed 0.207 acre tract (Parcel 23-ODNR) to be conveyed to the State of Ohio, Department of Natural Resources, being 169.71 feet left of Grandin Road Centerline of Construction station 111+47.13, and 7.11 feet right of Little Miami Trail Centerline of Construction station 905+60.00;

Thence the following three (3) courses and distances along the former northwesterly right-of-way of the railroad and the southeasterly lines of said Parcel 23-ODNR;

1. Thence along a curve to the left, having a radius of 1441.31 feet, an arc length of 141.66 feet, a central angle of 05 deg. 37 min. 53 sec., the chord to which bears North 57 deg. 00 min. 51 sec. East, a chord distance of 141.60 feet to an iron pin set, being 5.47 feet left of Little Miami Trail Centerline of Construction station 907+02.63;
2. Thence North 54 deg. 11 min. 55 sec. East, a distance of 218.89 feet to an iron pin set at the easterly corner of said Parcel 23-ODNR, being 22.23 feet left of Little Miami Trail Centerline of Construction station 909+20.00;
3. Thence North 54 deg. 11 min. 55 sec. East, a distance of 127.97 feet to a point, being 25.13 feet left of Little Miami Trail Centerline of Construction station 910+55.00;

Thence the following three (3) courses and distances across said former railroad land;

1. Thence South 37 deg. 01 min. 59 sec. East, a distance of 50.13 feet to a point, being 25.00 feet right of Little Miami Trail Centerline of Construction station 910+55.00;
2. Thence South 51 deg. 45 min. 23 sec. West, a distance of 119.80 feet to a point, being 30.00 feet right of Little Miami Trail Centerline of Construction station 909+40.00;
3. Thence South 43 deg. 05 min. 55 sec. West, a distance of 232.60 feet to a point in the former southeasterly right-of-way line of the railroad, being 94.51 feet right of Little Miami Trail Centerline of Construction station 907+04.21;

Thence the following two (2) courses and distances along the former southeasterly right-of-way line of the railroad;

1. Thence along a curve to the right, having a radius of 1541.31 feet, an arc length of 89.62 feet, a central angle of 03 deg. 19 min. 53 sec., the chord to which bears South 55 deg. 51min. 51 sec. West, a chord distance of 89.61 feet to a point, being 103.13 feet right of Little Miami Trail Centerline of Construction station 906+36.45;
2. Thence continuing along a curve to the right, having a radius of 1541.31 feet, an arc length of 56.81 feet, a central angle of 02 deg. 06 min. 43 sec., the chord to which bears South 58 deg. 35 min. 09 sec. West, a chord distance of 56.81 feet to an iron pin set in said new northeasterly right-of-way line of Grandin Road, being 107.23 feet right of Little Miami Trail Centerline of Construction station 905+60.00, and 176.91 feet left of Grandin Road Centerline of Construction station 112+53.03;

Thence North 33 deg. 03 min. 51 sec. West, a distance of 100.12 feet along said new northeasterly right-of-way line of Grandin Road, to the **Point of True Beginning** of the hereindescribed parcel, containing 0.881 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. , Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 31,
Page 913 of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader 10/11/21
Registered Surveyor No. 7191 Date

EXHIBIT A

1 of 5
PID 106724
PARCEL 24-WD
PROJECT CR 282
Version Date 10/11/21

**PARCEL 24-
WD WAR-CR
282-0.97
TEMPORARY EASEMENT**

**[Surveyor's description of the premises
follows]**

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Surveys 1547 and 1548, and being part of the lands formerly owned by the Little Miami Railroad Company (delineated on Track Map 170-8402-0-36), and being conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left and right sides of the Centerline of Construction of Grandin Road (C.R. 150), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan onfile with the Warren County Engineer's Office;

Beginning for Reference at a 1" iron pin found at the intersection of the centerline of Grandin Road (C.R. 150) and the common line of Military Surveys 1547 and 1548;

Thence North 40 deg. 09 min. 25 sec. West, a distance of 2332.49 feet along the commonline of said Military Surveys 1547 and 1548 to a point at the northeasterly corner of the 0.936 acre tract and the southeasterly corner of the 0.258 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deeds of record in Document Number 2018-032127 and Document Number 2019-035588, respectively, said point being 140.46 feet left of Grandin Road Centerline of Construction station 113+02.86; said point being further located as North 71 deg. 16 min. 39 sec. East, a distance of 0.23 feet from a 1/2" iron pin found;

Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 50.30 feet along the common line of Military Surveys 1547 and 1548, and the southwesterly line of the 25.600 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 269 Page 464 and the northeasterly line of said 0.258 acre tract, to an angle point in the southeasterly line of said former Little Miami Railroad right-of-way line, at a westerly corner of said 25.600 acre tract, and being 129.05 feet left of Grandin Road Centerline of Construction station 112+54.22; said point being the **Point of True Beginning** of the herein described parcel;

Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 23.49 feet along the common line of Military Surveys 1547 and 1548, said northeasterly line of the 0.258 acre tract, and the former southeasterly railroad right-of-way line, to an angle point in said southeasterly line of former railroad, being 124.40 feet left of Grandin Road Centerline of Construction station 112+38.04;

Thence the following two (2) courses and distances along the former southeasterly railroad right-of-way lines;

1. Thence along the northwesterly line of said 0.258 acre tract, with a curve to the right, having a radius of 1518.31 feet, an arc length of 173.76 feet, a central angle of 06 deg. 33 min. 25 sec., the chord to which bears South 64 deg. 52 min. 44 sec. West, a chord distance of 173.66 feet to a point in the existing centerline of Grandin Road (C.R. 150); said point being 48.07 feet right of Grandin Road Centerline of Construction station 112+19.44;
2. Thence continuing along a curve to the right, having a radius of 1518.31 feet, an arc length of 57.61 feet, a central angle of 02 deg. 10 min. 27 sec., the chord to which bears South 69 deg. 14 min. 41 sec. West, a chord distance of 57.61 feet to an iron pin set, being 104.41 feet right of Grandin Road Centerline of Construction station 112+09.80, and 62.29 feet right of Little Miami Trail Centerline of Construction station 902+90.19;

Thence the following two (2) courses and distances along new division lines through said former railroad land;

1. Thence North 41 deg. 08 min. 43 sec. West a distance of 74.49 feet to an iron pin set, being 122.00 feet right of Grandin Road Centerline of Construction station 111+50.00, and 8.60 feet left of Little Miami Trail Centerline of Construction station 902+67.75;
2. Thence North 18 deg. 43 min. 37 sec. West, a distance of 30.94 feet to an iron pin set in the former northerly railroad right-of-way line, and the existing southerly right-of-way line of Grandin Road, the southerly line of the original 0.916 acre tract conveyed to the Warren County, Ohio, Warren County Commissioners by deed of record in Official Record 369, Page 757; said iron pin being 118.42 feet right of Grandin Road Centerline of Construction station 111+19.27, and 39.46 feet left of Little Miami Trail Centerline of Construction station 902+69.98;

Thence along the former northerly railroad right-of-way line, in part the existing southerly right-of-way of Grandin Road, and the southerly line of said original 0.916 acre tract, with a curve to the left, having a radius of 1418.31 feet, an arc length of 114.40 feet, a central angle of 04 deg. 37 min. 17 sec., the chord to which bears North 69 deg. 06 min. 09 sec. East, a chord distance of 114.37 feet, to a point at the southeasterly corner of said original 0.916 acre tract; said point being 4.40 feet right of Grandin Road Centerline of Construction station 111+28.18;

Thence the following three (3) courses and distances along the former northwesterly railroad right-of-way lines and the southeasterly lines of the 49.6886 acre tract conveyed to Warren County, Ohio by deed of record in Official Record 1724, Page 671;

1. Thence along a curve to the left, having a radius of 1418.31 feet, an arc length of 107.65 feet, a central angle of 04 deg. 20 min. 56 sec., the chord to which bears North 64 deg. 37 min. 02 sec. East, a chord distance of 107.63 feet to a point in the common line of Military Surveys 1548 and 1547, being an angle point in said former northwesterly

railroad right-of-way line and the southeasterly line of said 49.6886 acre tract; said point being 103.23 feet left of Grandin Road Centerline of Construction station 111+28.16;

2. Thence South 40 deg. 09 min. 25 sec. East, a distance of 23.56 feet along the common line of Military Surveys 1548 and 1547, to an angle point in said former northwesterly railroad right-of-way line and the southeasterly line of said 49.6886 acre tract, being 109.24 feet left of Grandin Road Centerline of Construction station 111+50.94;
3. Thence along a curve to the left, having a radius of 1441.31 feet, an arc length of 60.59 feet, a central angle of 02 deg. 24 min. 31 sec., the chord to which bears North 61 deg. 02 min. 02 sec. East, a chord distance of 60.59 feet to a point being 169.71 feet left of Grandin Road Centerline of Construction station 111+47.13, and 7.11 feet right of Little Miami Trail Centerline of Construction station 905+60.00;

Thence South 33 deg. 03 min. 51 sec. East, a distance of 100.12 feet along a new division line through the former railroad land to an iron pin set in said former southeasterly railroad right-of-way line and the northwesterly line of said 25.600 acre tract, being 176.91 feet left of Grandin Road Centerline of Construction station 112+53.03, and 107.23 feet right of Little Miami Trail Centerline of Construction station 905+60.00;

Thence along said southeasterly line of former southeasterly railroad right-of-way line and the northwesterly line of said 25.600 acre tract, with a curve to the right, having a radius of 1541.31 feet, an arc length of 47.91 feet, a central angle of 01 deg. 46 min. 51 sec., the chord to which bears South 60 deg. 31 min. 56 sec. West, a chord distance of 47.90 feet to the **Point of True Beginning** of the herein described parcel, containing 0.655 acres, more or less, of which 0.138 acres lies within the existing Present Road Occupied.

Of the above described area, 0.530 acres are contained within Military Survey

1548. Of the above described area, 0.125 acres are contained within Military

Survey 1547.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 31, Page 913, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader

10/11/21

Registered Surveyor No. 7191

Date

EXHIBIT A

1 of 3
PID 106724
PARCEL 25-T
PROJECT CR 282
Version Date 10/11/21

**PARCEL 25-T
WAR-CR 282-
0.97
TEMPORARY EASEMENT**

**[Surveyor's description of the premises
follows]**

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1547, and being part of the 25.600 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 269 Page 464, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left side of the Centerline of Construction of Grandin Road (C.R. 150), and the right side of the Centerline of Construction of Little Miami Trail, as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at the intersection of the common line of Military Surveys 1547 and 1548 with the former southeasterly right-of-way line of the Little Miami Railroad (delineated on Track Map 170-8402-0-36), being lands conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, being 129.05 feet left of Grandin Road Centerline of Construction station 112+54.22;

Thence with said former southeasterly line of the railroad and the northwesterly line of said 25.600 acre tract, along a curve to the left, having a radius of 1541.31 feet, an arc length of 47.91 feet, a central angle of 01 deg. 46 min. 51 sec., the chord to which bears North 60 deg. 31 min. 56 sec. East, a chord distance of 47.90 feet to an iron pin set, being 176.91 feet left of Grandin Road Centerline of Construction station 112+53.03, and 107.23 feet right of Little Miami Trail Centerline of Construction station 905+60.00; said iron pin being the **Point of True Beginning** of the herein described parcel;

Thence continuing with said former southeasterly line of the railroad and the northwesterly line of said 25.600 acre tract, along a curve to the left, having a radius of 1541.31 feet, an arc length of 56.81 feet, a central angle of 02 deg. 06 min. 43 sec., the chord to which bears North 58 deg. 35 min. 09 sec. East, a chord distance of 56.81 feet to a point, being 103.13 feet right of Little Miami Trail Centerline of Construction station 906+36.45;

Thence South 32 deg. 13 min. 29 sec. West, a distance of 62.51 feet across said 25.600 acre tract to an iron pin set at an angle point in the new northeasterly right-of-way line of Grandin Road, being 135.00 feet right of Little Miami Trail Centerline of Construction station 905+60.00, and 179.81 feet left of Grandin Road Centerline of Construction station 112+79.46;

Thence North 33 deg. 03 min. 51 sec. West, a distance of 27.77 feet along the new northeasterly right-of-way line of Grandin Road to the **Point of True Beginning** of the hereindescribed parcel, containing 0.018 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. ____, Plat ____, of the Warren County Engineer's record of land

Instrument reference as of the date this survey was prepared: Official Record 269 Page 464, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader

10/11/21

Registered Surveyor No. 7191

Date

EXHIBIT A

1 of 3
PID 106724
PARCEL 25-WD1
PROJECT CR 282
Version Date 10/1/21

**PARCEL 25-
WD1WAR-CR
282-0.97
TEMPORARY EASEMENT**

**[Surveyor's description of the premises
follows]**

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1547, and being 0.040 acres of the 25.600 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 269 Page 464, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left side of the Centerline of Construction of Grandin Road (C.R. 150), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 1" iron pin found at the intersection of the centerline of Grandin Road (C.R. 150) and the common line of Military Surveys 1547 and 1548;

Thence North 40 deg. 09 min. 25 sec. West, a distance of 2332.49 feet along the common line of said Military Surveys 1547 and 1548 to a point at the northeasterly corner of the 0.936 acre tract and the southeasterly corner of the 0.258 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deeds of record in Document Number 2018-032127 and Document Number 2019-035588, respectively, said point being 140.46 feet left of Grandin Road Centerline of Construction station 113+02.86 and being the **Point of True Beginning** of the herein described parcel; said point being further located as North 71 deg. 16 min. 39 sec. East, a distance of 0.23 feet from a 1/2" iron pin found;

Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 50.30 feet along the common line of Military Surveys 1547 and 1548, and the common line of said 25.600 and 0.258 acre tracts to a point in the southeasterly line of the former Little Miami Railroad (delineated on Track Map 170-8402-0-36), being lands conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, at the westernmost corner of said 25.600 acre tract; said point being 129.05 feet left of Grandin Road Centerline of Construction station 112+54.22;

Thence with said former southeasterly line of the railroad and the northwesterly line of said 25.600 acre tract, along a curve to the left, having a radius of 1541.31 feet, an arc length of 47.91 feet, a central angle of 01 deg. 46 min. 51 sec., the chord to which bears North 60 deg. 31 min. 56 sec. East, a chord distance of 47.90 feet to an iron pin set, being 176.91 feet left of Grandin Road Centerline of Construction station 112+53.03;

Thence the following two (2) courses and distances along new division lines through said 25.600 acre tract;

1. Thence South 33 deg. 03 min. 51 sec. East, a distance of 27.77 feet to an iron pin set, being 179.81 feet left of Grandin Road Centerline of Construction station 112+79.46;
2. Thence South 32 deg. 13 min. 29 sec. West, a distance of 45.79 feet to the **Point of True Beginning** of the herein described parcel, containing 0.040 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 269 Page 464, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader

10/11/21

Registered Surveyor No. 7191

Date

EXHIBIT A

1 of 4
PID 106724
PARCEL 25-WD2
PROJECT CR 282
Version Date 10/11/21

**PARCEL 25-
WD2WAR-CR
282-0.97
TEMPORARY EASEMENT**

**[Surveyor's description of the premises
follows]**

Situate in the State of Ohio, County of Warren, Township of Hamilton and Village of South Lebanon, located in Military Survey 1548, and being part of the 33.780 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 248, Page 740, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left and right sides of the Centerline of Construction of Grandin Road (C.R. 150), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan onfile with the Warren County Engineer's Office;

Beginning for Reference at a 1" iron pin found at the intersection of the centerline of Grandin Road (C.R. 150) and the common line of Military Surveys 1547 and 1548;

Thence North 40 deg. 09 min. 25 sec. West, a distance of 1944.63 feet along the commonline of said Military Surveys 1547 and 1548 to a 5/8" iron pin found at the common corner of said 33.780 acre tract and the 1.298 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deed of record in Document Number 2018-032207; said iron pin being 333.73 feet left of Grandin Road Centerline of Construction station 116+36.05;

Thence South 70 deg. 54 min. 00 sec. West, a distance of 278.63 feet along the common line of said 33.780 and 1.298 acre tracts to an iron pin set, being 55.45 feet left of Grandin Road Centerline of Construction station 116+50.12; said iron pin being the **Point of True Beginning** of the herein described parcel;

Thence the following six (6) courses and distances along new division lines through said 33.780 acre tract;

1. Thence South 13 deg. 34 min. 20 sec. East, a distance of 9.89 feet to an iron pin set being 55.00 feet left of Grandin Road Centerline of Construction station 116+60.00;
2. Thence South 15 deg. 38 min. 23 sec. West, a distance of 28.03 feet to an iron pin set being 40.00 feet left of Grandin Road Centerline of Construction station 116+85.00;
3. Thence South 24 deg. 14 min. 06 sec. East, a distance of 105.95 feet to an iron pin set being 40.00 feet left of Grandin Road Centerline of Construction station 118+00.00;
4. Thence South 46 deg. 50 min. 06 sec. East, a distance of 151.65 feet to an iron pin set being 75.00 feet left of Grandin Road Centerline of Construction station 119+50.00;
5. Thence South 03 deg. 39 min. 31 sec. West, a distance of 69.69 feet to an iron pin set in the existing northeasterly right-of-way line of Grandin Road, being 32.63 feet left of Grandin Road Centerline of Construction station 120+05.33;
6. Thence South 03 deg. 39 min. 31 sec. West, a distance of 56.27 feet to a railroad spike set in the existing centerline of Grandin Road, being a southwesterly line of said 33.780 acre tract and a northeasterly line of the 55.247 acre tract conveyed to The Board of Township Trustees of Hamilton Township, Warren County, Ohio, by deed of record in Official Record 4575, Page 684, and being 1.58 feet right of Grandin Road Centerline of Construction station 120+50.00;

Thence the following three (3) courses and distances along the existing centerline of Grandin Road and the southwesterly lines of said 33.780 acre tract;

1. Thence North 34 deg. 48 min. 20 sec. West, a distance of 205.43 feet, along the northeasterly line of said 55.247 acre tract, to a point at a common corner of said 55.247 acre tract and the 12.056 acre tract conveyed to Peter's Cartridge Factory, LLC by deed of record in Document Number 2018-032217; said point being 5.23 feet right of Grandin Road Centerline of Construction station 118+44.61;
2. Thence North 34 deg. 48 min. 20 sec. West, a distance of 71.42 feet along the northeasterly line of said 12.056 acre tract, to a point being 9.48 feet right of Grandin Road Centerline of Construction station 117+74.10;
3. Thence North 19 deg. 02 min. 12 sec. West, a distance of 122.27 feet along the northeasterly line of said 12.056 acre tract, to a point at a common corner of said 33.780 and 1.298 acre tract, being 4.86 feet right of Grandin Road Centerline of Construction station 116+53.17;

Thence North 70 deg. 54 min. 00 sec. East, a distance of 60.40 feet (passing a 5/8" iron pin found at a distance of 30.00 feet) along the common line of said 33.780 and 1.298 acre tract to the **Point of True Beginning** of the herein described parcel, containing 0.466 acres, more or less, of which 0.287 acres lies within the existing Present Road Occupied.

Of the above described area, 0.287 acres are contained within Hamilton Township and 0.179 acres are contained within Hamilton Township/Village of South Lebanon.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 248, Page 740, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader

10/11/21

Registered Surveyor No. 7191

EXHIBIT B
Restoration Requirements

All vegetation should be left undisturbed to the greatest extent possible. Any disturbed areas should be returned to previously existing contours and elevations or to follow the surrounding, naturally existing contours and elevations. Areas where vegetation is removed should be revegetated with native plant species. A native herbaceous seed mix should be applied to any disturbed areas and mulched within 7 days of the completion of work to provide for immediate soil stabilization. Native tree species should also be planted in the areas. A native tree species list can be provided by the Scenic Rivers Program. Trees should be 3–5-gallon containerized nursery stock. After a full growing season for the trees, any stakes and guide wires should be removed and properly disposed of. Any trees that die during the first growing season should be replaced. Cutting or clearing of any riparian vegetation within 1000 feet of state scenic rivers beyond the existing right-of-way should be prohibited, however vertical trimming is permitted where necessary. Care should be taken to not girdle or scuff tree trunks or damage any standing trees.

Any and all construction debris, earthen debris, excess asphalt or concrete, wood debris from clearing, excess fill material, and trash should be disposed of at an approved upland site or land fill above 100-year flood elevations. Disposal of any such material in wetlands, floodplains, or within 1000 feet of state scenic rivers is prohibited.

All site restoration work shall be completed to the satisfaction of the Southwest Ohio Assistant Regional Scenic Rivers Manager.

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 22-0305

Adopted Date March 01, 2022

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve appropriation adjustments in order to make timely payments; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor ✓
Supplemental App. file
Facilities Management (file)
OMB

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL CONSTRUCTION SALES
TAX FUND #4495

BE IT RESOLVED, to approve the following supplemental appropriation to fully fund account
for the remainder of 2022 sales tax fees:

\$150,000.00 into #44953712-5910 (Other Expense)

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll,
the following vote resulted:

M
M
M

Resolution adopted this day of March 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Supplemental App. file
OMB (file)

A Zundel
To be ratified 3-1-22

Resolution

Number 22-0306

Adopted Date March 01, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 2/22/22 and 2/24/22, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 22-0307

Adopted Date March 01, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE MAJORS AT SHAKER RUN SUBDIVISION, SECTION ONE, SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

SECURITY AGREEMENT

| | | |
|----------------|---|------------------------------------|
| Bond Number | : | 22-007 (W/S) |
| Development | : | Majors at Shaker Run, Section One |
| Developer | : | Grand Communities, LLC. |
| Township | : | Turtlecreek |
| Amount | : | \$3,767.00 |
| Surety Company | : | RLI Insurance Company (CMS0347920) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., Randy Acklin, 3940 Olympic Blvd, Suite 100, Erlanger KY 41018
RLI Insurance Company, 525W. Buren Street, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

22-007 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Grand Communities LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Majors at
Shaker Run **Subdivision, Section/Phase** 1 (3) (hereinafter the "Subdivision") situated in
Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$37,670.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; and,

WHEREAS, the County Commissioners have determined to require all developers to post security
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements
in accordance with Warren County subdivision regulations and to require all Developers to post security in
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the
Improvements and their tentative acceptance by the County Commissioners to secure the performance of
all maintenance upon the Improvements as may be required between the completion and tentative
acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$0.00 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$3,767.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC

ATTN: Randy Acklin

3940 Olympic Blvd. Suite 400

Erlanger, KY 41018

Ph. (859) 344 - 5956

D. To the Surety:

RLI Insurance Company

525 W Buren Street, Suite 350

Chicago, IL 60607

Ph. (312) 833 - 1413

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

____ **Certified check or cashier's check** (attached) (**CHECK #** _____)

____ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** _____)

____ **Original Escrow Letter** (attached)

X **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

____ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

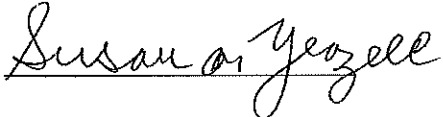
DEVELOPER: Grand Communities, LLC
A Kentucky Limited Liability Company

SURETY: RLI Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: David Stroup

PRINTED NAME: Susan A. Yeazell

TITLE: VP of Land Development

TITLE: Attorney-in-Fact

DATE: 2/24/22

DAT February 24, 2022

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-0307, dated 3-1-22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom. Grossmann

TITLE: President

DATE: 3/1/22

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

Bond No. CMS0347920

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the Illinois with principal place at 525 W Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Three Thousand Seven Hundred Sixty-Seven and 00/100 Dollars, (\$ 3,767.00), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 24th day of February , 2022.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Water Main in Majors at Shaker Run, Section 1 Private Streets (Hazeltine &

Augusta Dr) Subdivision located in Turtlecreek Township, Warren County, Ohio

and

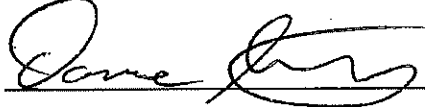
WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 24th day of February , 2022, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 525 W Buren Street, Suite 350, Chicago, IL 60607 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.


Grand Communities, LLC
A Kentucky Limited Liability Company

Principal

By: 

Its: David Stroup
VP of Land Development
RLI Insurance Company

Surety

By: 

Susan A. Yeazell

Its: _____
Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Robert L. Daniels, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 24th day of February, 2022.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



Resolution

Number 22-0308

Adopted Date March 01, 2022

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION EIGHT, PHASE A SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

SECURITY AGREEMENT

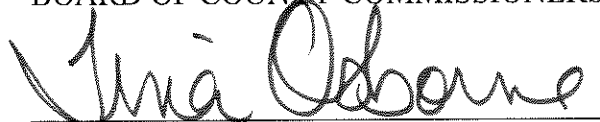
| | | |
|----------------|---|------------------------------------|
| Bond Number | : | 22-005 (P/S) |
| Development | : | Shaker Run, Section Eight, Phase A |
| Developer | : | Grand Communities, LLC |
| Township | : | Turtlecreek |
| Amount | : | \$42,975.74 |
| Surety Company | : | RLI Insurance Company (CMS0347915) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Company
Engineer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

STREETS AND APPURTENANCES

(Including Sidewalks)

Security Agreement No.

22-005 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Grand Communities, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
Shaker Run _____ **Subdivision, Section/Phase** Eight/A(3) (hereinafter the "Subdivision") situated in
Turtlecreek _____ (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$104,633.43,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$33,058.26; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$ 42,975.74 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within two years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$ 20,926.69 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

Grand Communities, LLC

Randy Acklin

3940 Olympic BLVD

Erlanger, KY 41018

Ph. (859) 344 - 5956

D. To the Surety:

RLI Insurance Company

525 W Buren Street, Suite 305

Chicago, IL 60607

Ph. (312) 445 - 9742

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

___ Certified check or cashier's check (attached) (CHECK # _____)

___ Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

___ Original Escrow Letter (attached)

X Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

___ Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

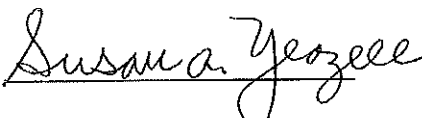
DEVELOPER: Grand Communities, LLC
A Kentucky Limited Liability Company

SURETY: RLI Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: David Stroup

PRINTED NAME: Susan A. Yeazell

TITLE: VP of Land Development

TITLE: Attorney-in-Fact

DATE: 2/11/22

DATE: February 11, 2022

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-0308, dated 3/1/22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/1/22

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

PERFORMANCE BOND

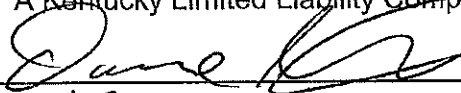
KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 525 W Van Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Forty-Two Thousand Nine Hundred Seventy-Five and 74/100 Dollars (\$42,975.74) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Street, Sidewalk and Storm in Shaker Run, Section 8A Subdivision in Turtlecreek Township, Warren County, OH.

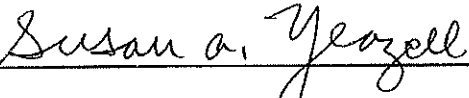
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Street, Sidewalk and Storm in Shaker Run, Section 8A Subdivision in Turtlecreek Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Forty-Two Thousand Nine Hundred Seventy-Five and 74/100 Dollars (\$42,975.74) and no more.

SIGNED AND DATED THIS 11th day of February, 2022.

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company

By: 
David Stroup
VP of Land Development

Surety: RLI Insurance Company

By: 
Susan A. Yeazell, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Robert L. Daniels, jointly or severally

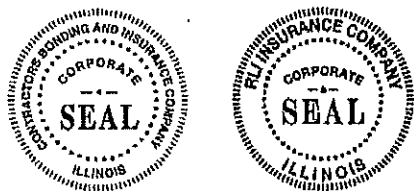
in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 11th day of February, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

Resolution

Number 22-0309

Adopted Date March 01, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SUBDIVISION, SECTION EIGHT, PHASE A, SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

SECURITY AGREEMENT

| | | |
|----------------|---|--|
| Bond Number | : | 22-006 (W/S) |
| Development | : | Shaker Run Subdivision, Section Eight, Phase A |
| Developer | : | Grand Communities, LLC. |
| Township | : | Turtlecreek |
| Amount | : | \$3,121.00 |
| Surety Company | : | RLI Insurance Company (CMS0347917) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., Randy Acklin, 3940 Olympic Blvd, Suite 100, Erlanger KY 41018
RLI Insurance Company, 525W. Buren Street, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

22-006 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Grand Communities LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
Shaker Run **Subdivision, Section/Phase 8A** (3) (hereinafter the "Subdivision") situated in
Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$31,210.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; and,

WHEREAS, the County Commissioners have determined to require all developers to post security
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements
in accordance with Warren County subdivision regulations and to require all Developers to post security in
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the
Improvements and their tentative acceptance by the County Commissioners to secure the performance of
all maintenance upon the Improvements as may be required between the completion and tentative
acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$0.00 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$3,121.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC

ATTN: Randy Acklin

3940 Olympic Blvd. Suite 400

Erlanger, KY 41018

Ph. (859) 344 - 5956

D. To the Surety:

RLI Insurance Company

525 W Buren Street, Suite 350

Chicago, IL 60607

Ph. (312) 833 - 1413

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

____ **Certified check or cashier's check** (attached) (**CHECK #** _____)

____ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** _____)

____ **Original Escrow Letter** (attached)

 X **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

____ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

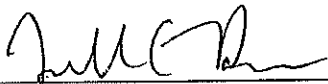
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER: Grand Communities, LLC
A Kentucky Limited Liability Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 

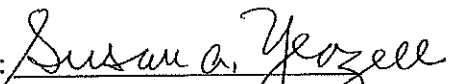
PRINTED NAME: Todd E. Huss

TITLE: President

DATE: 2/17/22

SURETY: RLI Insurance Company

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Susan A. Yeazell

TITLE: Attorney-in-Fact

DATE: February 21, 2022

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-0309, dated 3/1/22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/1/22

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

Bond No. CMS0347917

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the Illinois with principal place at 525 W Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Three Thousand One Hundred Twenty-One and 00/100 Dollars, (\$ 3,121.00), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 21st day of February , 2022.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Water Main in Shaker Run, Section 8A Subdivision

located in Turtlecreek Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 21st day of February , 2022, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 525 W Buren Street, Suite 350, Chicago, IL 60607 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Robert L. Daniels, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 21st day of February, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

Resolution

Number 22-0310

Adopted Date March 01, 2022

APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:


- The Majors at Shaker Run, Section One, Easement Plat – Turtlecreek Township
- Shaker Run, Section 8, Phase A – Turtlecreek Township

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 22-0311

Adopted Date March 01, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO TREASURERS' OFFICE FUND
#2248

BE IT RESOLVED, to approve the following supplemental appropriation:

\$5,000.00 into #22481130-5400 (Purchased Services)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Appropriation Adj. file
Treasurer (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 22-0312

Adopted Date March 01, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012812

BE IT RESOLVED, to approve the following appropriation adjustment:

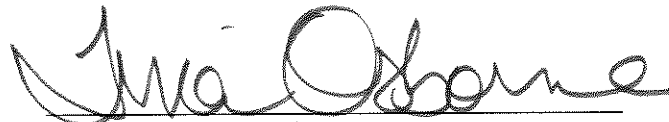
\$200,000.00 from #11012812-5400 (TEL Data Purchased Services)
 into #11012812-5410 (TEL Contacts BOCC Approved)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 22-0313

Adopted Date March 01, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court #11011220 in order to process a sick and vacation leave payout for Andrew Hasselbach former employee of Common Pleas Court:

\$28,700.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11011220-5882 (Common Pleas Court - Vacation Leave Payout)


\$2,780.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11011220-5881 (Common Pleas Court - Sick Leave Payout)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)
OMB

Resolution

Number 22-0314

Adopted Date March 01, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services #11012850 in order to process a vacation leave payout for Ashlee Rector former employee of Emergency Services:

\$3,868.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11012850-5882 (Emergency Services - Vacation Leave Payout)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services (file)
OMB

Resolution

Number 22-0315

Adopted Date March 01, 2022

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN WORKFORCE INVESTMENT BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustment:


\$15,000 from #22385800-5102 (WIB – Regular salaries)
 into #22385800-5840 (WIB – Unemployment Comp)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj file
Workforce Investment Board (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 22-0316

Adopted Date March 01, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriation adjustment:

| | | | |
|----------|------|-----------------------------|----------------------|
| \$500.00 | from | BUDGET-BUDGET 22891227-5400 | (Purchased Services) |
| | into | BUDGET-BUDGET 22891227-5910 | (Other Expenses) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

Resolution

Number 22-0317

Adopted Date March 01, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

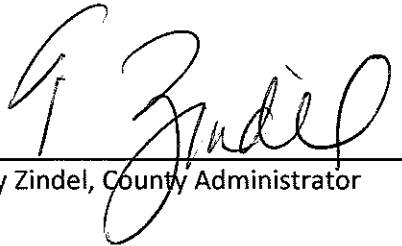
cc:

Commissioners' file

REQUISITIONS

| Department | Vendor Name | Description | Amount |
|------------|---|--------------------------------------|------------|
| WAT | RAINBOW HOME ENVIRONMENTAL SERVICES INC | SEW REMOVAL OF ASBESTOS DUCTWO | 3,261.00 |
| WIB | ERNIE C DIMALANTA | WIB OUTREACH SERVICES | 75,000.00 |
| WIB | EASTER SEALS TRISTATE | WIB YOUTH SERVICES | 600,000.00 |
| FAC | FRED B DE BRA CO | FAC CHILLER PREVENTIVE MAINT | 27,755.00 |
| TEL | MISSION CRITICAL PARTNERS LLC | TEL PUBLIC SAFETY NETWORK ASSESSMENT | 82,400.00 |

3/1/2022 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 22-0318

Adopted Date March 01, 2022

DECLARING THE HIGHWAY RIGHT-OF-WAY EASEMENT FOR A PORTION OF BONE ROAD (T-75) IN UNION TOWNSHIP, WARREN COUNTY, OHIO TO BE VACATED

WHEREAS, in accordance with County Commissioners Resolution No. 22-0164, dated February 1, 2022, a public hearing was scheduled to consider Union Township Board of Trustees' Resolution 011822-02 dated 01/18/2022 received on January 20, 2022 petitioning this Board to vacate the existing highway right-of-way easement for a portion of Bone Road (T-75); and,

WHEREAS, the public hearing was held on March 1, 2022, at 9:15 A.M., after property notice was given to the landowners abutting the proposed highway easement to be vacated in accordance with R.C. 5553.045(C); and,

WHEREAS, after considering the request of the Union Township Board of Trustees, the descriptions of the general route and termini of the highway right-of-way easement for the portion of Bone Road proposed to be vacated, the report of the County Engineer, and the testimony of all persons desiring to testify for or against the granting of said vacation during the public hearing, the Board finds the request to vacate the highway right-of-way easement for a portion of Bone Road as described in Exhibit A are no longer needed for public convenience or welfare; and

NOW THEREFORE BE IT RESOLVED, to declare the following described portions of highway right-of-way easement for Bone Road (T-75) to be vacated, in that, the Board finds the following acreages were subject to a highway right-of-way easement only and the fee ownership of the lands occupied by the road and other appurtenances continued to be owned in fee by the respective owner(s) identified below, accordingly, there is no real estate to be transfer to adjoining property owner(s), rather the title of the real estate described in the survey record referenced hereinafter shall no longer be subject to a highway right-of-way easement, other than as provided hereinafter:

| Owner(s) | Tax Mailing Address | Vacation Survey Record | Existing Acreage, Parcel Number & Deed Reference | Vacated Highway R-O-W Easement |
|---|------------------------------------|---|--|--------------------------------|
| David M. Habel & Sarah Haas-Habel | 2154 Bone Rd. Lebanon, OH 45036 | S.R. Vol. 155, Plat No. 66, filed 1/14/22 | Ac. 10.054 Parcel #12-15-277-006 Doc. #2017-030015 | See Exhibit A |
| Joshua Jacob DeMarco & Angela Marie DeMarco | 2155 Bone Rd. Lebanon, OH 45036 | S.R. Vol. 155, Plat No. 66, filed 1/14/22 | Ac. 8.849 Parcel #12-15-276-008 Doc. #2019-022299 | See Exhibit A |

BE IT FURTHER RESOLVED, that the existing portions of the aforementioned highway right-of-way easement for Bone Road (T-75) vacated herein shall continue to be subject to all of the following:

- (1) a permanent easement as provided in Section 5553.043 [5553.04.30] of the Revised Code in, over, or under the herein described property and right-of-way easement being vacated for the service facilities as defined in Section 5553.042 [5553.04.2] of the Revised Code of a public utility or electric cooperative as defined in Section 4928.01 of the Revised Code;
- (2) the right of ingress or egress to service or maintain those service facilities; and
- (3) the right to trim or remove any trees, shrubs, brush, or other obstacles growing in or encroaching onto the permanent easement that may affect the operation, use, or access to those service facilities.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be certified to the County Recorder for recording.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be certified to Union Township Board of Trustees for further action.

BE IT FURTHER RESOLVED, that the Clerk shall cause a copy of this Resolution to be certified to the County Engineer for filing in his records including without limitation adjusting his road records accordingly.

All formal actions of this Board concerning or relating to the adopt of this Resolution were adopted in an open meeting, and all deliberations of this Board that resulted in such formal actions, were in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Recorder (file)
Engineer (file)

Vacation file
Union Township

Map Room
Prosecutor

KING-HASSELBRING & ASSOCIATES

Civil Engineers & Land Surveyors

9200 Montgomery Road, Suite 21-B

Cincinnati, Ohio 45242

Telephone (513) 932-3806

www.kinghasselbring.com

Principal:
J. Timothy King, PE-PS

Paul E. Hasselbring, PE-PS
Emeritus

FILE: HABEL_BONE_EASEMENT_A.LGL
FILE NO.: 21-11845

December 14, 2021
Page 1 of 3

LEGAL DESCRIPTION

EASEMENT 'A'

Portion Bone Road to be Vacated
1.0214 ACRES

Situated in Section 15, Town 4, Range 3, Union Township, Warren County, Ohio, and being more particularly described as follows:

Commencing at the intersection of the north east corner of Allard's Crest View Subdivision, as recorded in Plat Book 3, Page 365, and the centerline of Bone Road, said point is witnessed by an existing PK Nail;

THENCE with the centerline of Bone Road the following four (4) courses:

South 88 degrees 03 minutes 18 seconds East for a distance of 392.10 feet to an existing 5/8" Iron Pin;

South 14 degrees 17 minutes 42 seconds West for a distance of 258.92 feet to an existing Iron Spike;

South 29 degrees 41 minutes 36 seconds West for a distance of 37.82 feet to an existing 1/2" Iron Pin;

South 48 degrees 42 minutes 22 seconds East for a distance of 91.88 feet to a set mag nail;

to the real point of beginning for this description;

Continued . . .

KING-HASSELBRING & ASSOCIATES
CIVIL ENGINEERS
CINCINNATI, OHIO

FILE: HABEL_BONE_EASEMENT_A.LGL
FILE NO.: 21-11845

December 14, 2021
Page 2 of 3

LEGAL DESCRIPTION
EASEMENT 'A'
Portion of Bone Road to be Vacated
1.0214 ACRES

THENCE leaving the centerline of Bone Road, and the south line of a 10.054 acre tract, owned by David M. Habel & Sarah Hass-Habel, as recorded in Doc. No.: 2017-030015, North 29 degrees 41 minutes 36 seconds East for a distance of 30.63 feet, to the north right-of-way line of Bone Road, to a set 5/8" Iron Pin and Cap;

THENCE with said north line of Bone Road, the following three (3) courses:

South 48 degrees 42 minutes 22 seconds East for a distance of 336.69 feet;

South 72 degrees 02 minutes 46 seconds East for a distance of 261.81 feet;

South 78 degrees 40 minutes 58 seconds East for a distance of 144.29 feet;

THENCE leaving the said north line of Bone Road, with the west line of a 6.48 acre tract, owned by the City of Lebanon (formerly the C.L. & N Railroad), as recorded in O.R. 95, Pg. 386, along a curve to the left having a radius of 2850.86 feet, an arc length of 63.89 feet, a chord of South 31 degrees 25 minutes 26 seconds West, and a chord length of 63.89 feet, passing an existing 1/2" Iron Pin at a distance of 32.01 feet, to the south right-of-way line of Bone Road;

THENCE continuing with the said south line of Bone Road, in the 8.849 acre tract, owned by Joshua Jacob & Angela Marie Demarco, as recorded in Doc. No. 2019-022299, the following three (3) courses:

North 78 degrees 40 minutes 58 seconds West for a distance of 125.81 feet;

North 72 degrees 02 minutes 46 seconds West for a distance of 277.69 feet;

North 48 degrees 42 minutes 22 seconds West for a distance of 336.76 feet, to a set 5/8" Iron Pin and Cap;

Continued . . .

KING-HASSELBRING & ASSOCIATES
CIVIL ENGINEERS
CINCINNATI, OHIO

FILE: HABEL_BONE_EASEMENT_A.LGL
FILE NO.: 21-11845

December 14, 2021

Page 3 of 3

LEGAL DESCRIPTION
EASEMENT 'A'
Portion of Bone Road to be Vacated
1.0214 ACRES

THENCE leaving the said south line of Bone Road, North 29 degrees 41 minutes 36 seconds East for a distance of 30.63 feet to the place of beginning; Containing in all 1.0214 acres of easement to be vacated;

Being 0.5103 Acres, part of the premises (8.849 Acres), owned by Joshua Jacob & Angela Marie Demarco, as recorded in Doc. No.: 2019-022299, and 0.5111 Acres, part of the premises (10.054 acres) owned by David M. Habel & Sarah Hass-Habel, as recorded in Doc. No.: 2017-030015, in the Warren County Recorder's Office.

Basis of Bearings is the Survey of Record by Hasselbring, Duane & Associates, Volume 79, Page 11, as filed on March 08, 1991;

This Legal Description was prepared from a survey by KING-HASSELBRING & ASSOCIATES, Civil Engineers and Land Surveyors, dated November 10, 2021, and revised on December 14, 2021, and written by J. Timothy King, P.S., Professional Land Surveyor, State of Ohio Registration No. 6549. The survey of which is filed in Volume _____, Plat No. _____, of the Warren County Engineer's Record of Land Surveys.

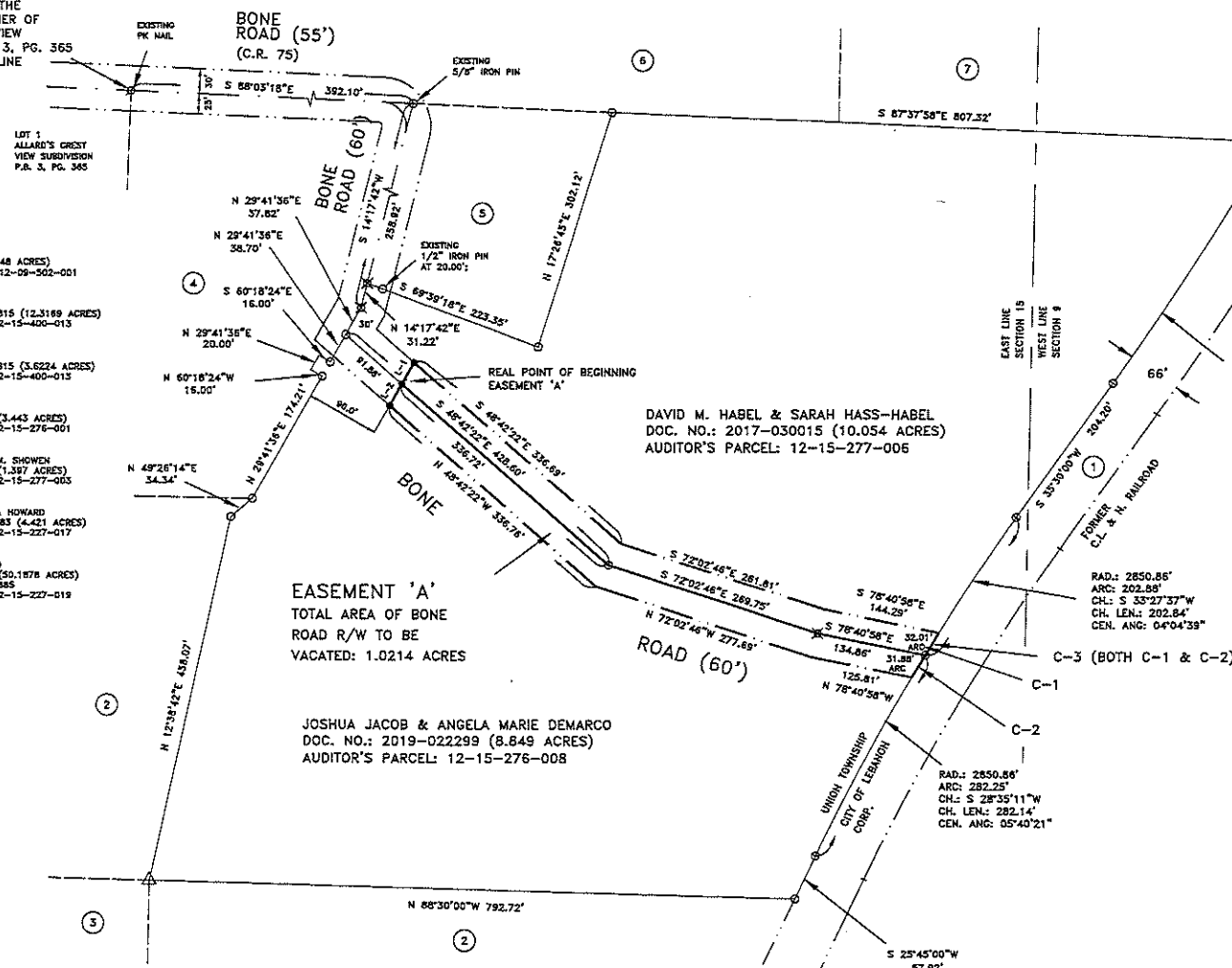
PRELIMINARY ACCESS APPROVAL
 GRANTED NOT APPLICABLE

Neil F. Jamison
 NEIL F. JAMISON P.E., P.S.
 WARREN COUNTY ENGINEER

BASIS OF BEARINGS:
 SURVEY OF RECORD
 SR 79-11
 HASSELBRING, DUANE & ASSOCIATES
 RECORDED 3/08/1991



EASEMENT 'A'
 POINT OF COMMENCEMENT
 INTERSECTION OF THE
 NORTH EAST CORNER OF
 ALLARD'S CREST VIEW
 SUBDIVISION, P.B. 3, PG. 365
 WITH THE CENTERLINE
 OF BONE ROAD



- ① CITY OF LEBANON
 O.R. 95, PG. 388 (6.48 ACRES)
 AUDITOR'S PARCEL: 12-09-302-001
 SURVEY: NA
- ② SHARON HUDGINS
 DOC. NO.: 2015-008815 (12.3189 ACRES)
 AUDITOR'S PARCEL: 12-15-400-013
 SURVEY: SR 141-61
- ③ SHARON HUDGINS
 DOC. NO.: 2015-008815 (3.6224 ACRES)
 AUDITOR'S PARCEL: 12-15-400-013
 SURVEY: SR 141-61
- ④ JEFFREY D. BENSON
 O.R. 2823, PG. 686 (3.443 ACRES)
 AUDITOR'S PARCEL: 12-15-276-001
 SURVEY: NA
- ⑤ JASON A. & JESSIE M. SHOWEN
 O.R. 2004, PG. 533 (1.807 ACRES)
 AUDITOR'S PARCEL: 12-15-277-003
 SURVEY: SR 73-36
- ⑥ GEORGE K. & PAMELA HOWARD
 DOC. NO. 2020-039783 (4.421 ACRES)
 AUDITOR'S PARCEL: 12-15-227-017
 SURVEY: SR 128-64
- ⑦ SHIRLEY ANN HOWARD
 PLAT: 2014-027823 (50.1878 ACRES)
 AFFIDAVIT: 2016-028885
 AUDITOR'S PARCEL: 12-15-227-019
 SURVEY: SR 51-84

EASEMENT 'A'
 TOTAL AREA OF BONE
 ROAD R/W TO BE
 VACATED: 1.0214 ACRES

JOSHUA JACOB & ANGELA MARIE DEMARCO
 DOC. NO.: 2019-022299 (8.849 ACRES)
 AUDITOR'S PARCEL: 12-15-276-008

DAVID M. HABEL & SARAH HASS-HABEL
 DOC. NO.: 2017-030015 (10.054 ACRES)
 AUDITOR'S PARCEL: 12-15-277-006

- LEGEND
 SHOWS ITEMS THAT MAY APPEAR ON THIS DRAWING
- IP FOUND - 1/2"
 - ⊙ IP FOUND - 1"
 - ⊕ IP SET - 5/8"
 - ⊗ IP SET - 1"
 - ⊠ IRON PIPE FOUND
 - ⊡ PK FOUND
 - ⊞ MAG NAIL SET
 - ⊞ RR SPIKE FOUND
 - ⊞ RR SPIKE SET
 - ⊞ CONC. MON. FOUND
 - ⊞ HUB & TACK SET
 - ⊞ STONE FOUND
 - ⊞ CROSS NOTCH SET
 - ⊞ BENCH MARK
 - ⊞ SET LATH

DEED RECORDS AS SHOWN ON PLAT ARE SOURCE DOCUMENTS.
 OCCUPATION IN GENERAL FITS SURVEY.
 ALL MONUMENTS ARE IN GOOD CONDITION.
 OTHER SOURCE DOCUMENTS:
 1. DEED OF RECORD: DOC. NO.: 2017-030015
 2. DEED OF RECORD: DOC. NO.: 2019-022299
 3. SR 73-64
 4. SR 79-11

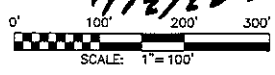
EASEMENT VACATION FOR A PORTION OF BONE ROAD

SITUATED IN
 SECTION 15, TOWN 4, RANGE 3
 UNION TOWNSHIP
 WARREN COUNTY, OHIO

12/20/2021 21-11845

KING HASSELBRING & ASSOC.
 CIVIL ENGINEERS - LAND SURVEYORS
 9200 MONTGOMERY ROAD, SUITE 21B
 CINCINNATI, OHIO 45242
 TELEPHONE: (513) 932-3806 • FACSIMILE: (513) 793-7667
 www.king-hasselbring.com

DAVID M. HABEL & SARAH HASS-HABEL
 2154 BONE ROAD
 LEBANON, OHIO 45036



| BEARINGS & DISTANCES | | |
|----------------------|--------------|--------|
| L-1 | N 29°41'36"E | 30.63' |
| L-2 | N 29°41'36"E | 30.63' |

| CURVE TABLE: BEARINGS & DISTANCES | | | | |
|-----------------------------------|----------|--------|--------------|------------------|
| CURVE | RAD. | ARC | CHORD | CEN. ANGLE |
| C-1 | 2850.86' | 32.01' | S 31°44'39"W | 32.01' 00°38'36" |
| C-2 | 2850.86' | 31.88' | S 31°06'08"W | 31.88' 00°38'27" |
| C-3 | 2850.86' | 63.89' | S 31°25'26"W | 63.89' 01°17'03" |

| AREA TABLE (ACRES) | |
|---|--------|
| HABEL PORTION OF EASEMENT | 0.5111 |
| DEMARCO PORTION OF EASEMENT | 0.5103 |
| EASEMENT 'A' TOTAL AREA OF BONE ROAD R/W TO BE VACATED | 1.0214 |

| | | |
|--------------------------|------------------------------|----------------------|
| APPROVED BY: J. T. K. | PROJECT No. 21-11845 | DATE: 11/10/2021 |
| SCALE: AS SHOWN | HABEL_BONE HABEL_BONE.DWG | DRAWN BY: NORLOCH |

Resolution

Number 22-0319

Adopted Date March 1, 2022

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER THE PUD PRELIMINARY SITE PLAN (STAGE 2) APPLICATION FOR SYCAMORE CREEK RESERVE PUD IN FRANKLIN TOWNSHIP

BE IT RESOLVED, to continue the administrative hearing to consider the PUD Preliminary Site Plan (Stage 2) application of Sycamore Creek Reserve PUD in Franklin Township; said administrative hearing to be continued to May 31, 2022, at 9:15 a.m. in the Commissioners' Meeting Room.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - absent
Mr. Grossmann - yea
Mrs. Jones - yea

Resolution adopted this 1st day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees