



AGREEMENT

This Agreement is entered into on the _____ day of June, 2017, by and between Kenwood Pavilion 14 A, LLC, a Delaware limited liability company ("Kenwood"), and Nisbet Property Holdings, Ltd., an Ohio limited liability company ("Nisbet").

WHEREAS, Kenwood owns the property commonly known as 8103 Montgomery Road, Cincinnati, Ohio (Hamilton County, Ohio Auditor Parcel No. 600-0080-0648) (the "Kenwood Property");

WHEREAS, Nisbet owns the property commonly known as 8000-8022 Hosbrook Road, Cincinnati, Ohio (Hamilton County, Ohio Auditor Parcel No. 600-0080-0709) (the "Nisbet Property"); and

WHEREAS, Nisbet desires to install a wall and possibly a fence on the wall in between the Kenwood Property and the Nisbet Property, and Kenwood is willing to consent to the installation of the same upon the terms and conditions set forth hereafter;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. Installation of Wall. Nisbet, at its sole cost and expense, shall install a wall in between the Kenwood Property and the Nisbet Property in the location and as depicted on attached Exhibit A ("Wall"). Nisbet shall install a poured concrete wall with 4000 psi concrete with rebar in both the footer and the wall 16" on center as the elevation of the wall allows. ~~The fence will match the existing fence installed by the Township along Montgomery in a powered coated aluminum black in color.~~ Throughout the Term, Nisbet, at its sole cost and expense and at its sole discretion, shall have the right to install a fence on top of the wall to match the existing fence installed by the township along Montgomery Road in a powered coated aluminum black in color. Nisbet shall be responsible for obtaining all permits and approvals required in connection with the installation of the Wall and/or fence. Kenwood agrees to cooperate with Nisbet in connection with obtaining such permits and approvals.

2. Term. The term of this Agreement shall commence on the execution of this Agreement and continue until the earlier to occur of the following: (a) a default by Nisbet in connection with its obligations set forth in this Agreement which is not cured within thirty (30) days after receipt of notice from the owner of the Kenwood Property, or (b) the owner of the Nisbet Property takes down and Wall without replacing the same within ninety (90) days (the "Term").

3. License. Throughout the Term, Kenwood grants the owner of the Nisbet Property a license to over and on the surrounding area of the Kenwood Property to install, maintain, repair, and replace the Wall as contemplated by this Agreement.

4. Repair, Maintenance and Replacement. The owner of the Kenwood property shall repair the Wall and the fence in connection with any damage caused by the agents, employees, tenants, guests and invitees of the owner of the Kenwood Property. Except as set forth in the

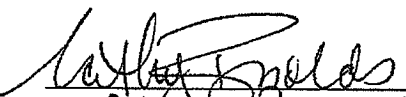
preceding sentence, the owner of the Nisbet Property shall be solely responsible for maintaining, repairing and replacing the Wall and fence (as applicable) in good condition and repair throughout the Term. At the end of the Term, the owner of the Nisbet Property, at its sole cost and expense, shall remove the Wall and fence (as applicable) and patch the black top where the Wall was located.

5. Assignment and Assumption. The obligations in this Agreement shall be binding to the successors and assigns of the parties. Each owner of the Kenwood Property agrees to assign this Agreement to a purchaser of the Kenwood Property and to cause such purchaser to assume the obligations of such owner set forth herein. Each owner of the Nisbet Property agrees to assign this Agreement to a purchaser of the Nisbet Property and to cause such purchaser to assume the obligations of such owner set forth herein.

The undersigned parties have signed the foregoing Agreement as of the date first above written.

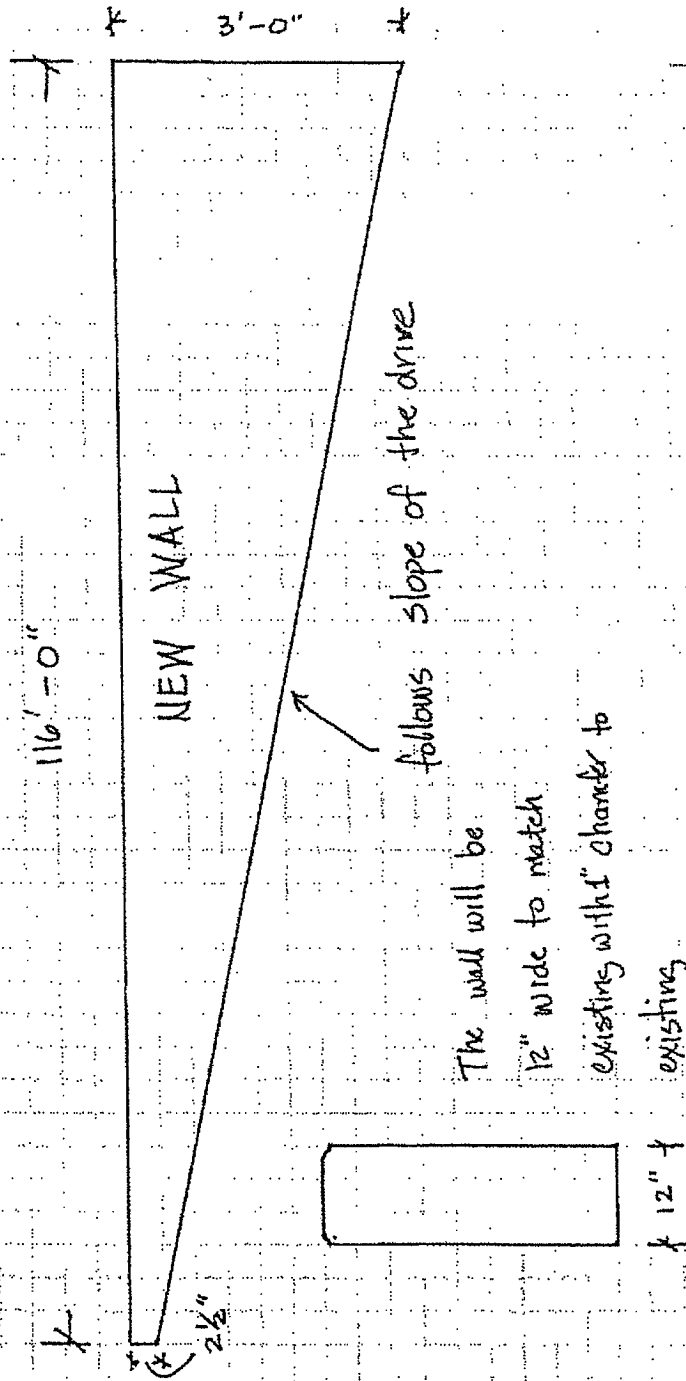
Kenwood Pavilion 14 A, LLC,
a Delaware limited liability company
By: ACF Property Management, Inc. - Manager

Nisbet Property Holdings, Ltd.,
an Ohio limited liability company

By: 
Name: CAROLYN REYNOLDS
Its: VICE PRESIDENT

By: _____
Name: Mark A. Rippe
Its: Member

Exhibit A



SYCAMORE TOWNSHIP
PLANNING & ZONING

OCT 27 2017

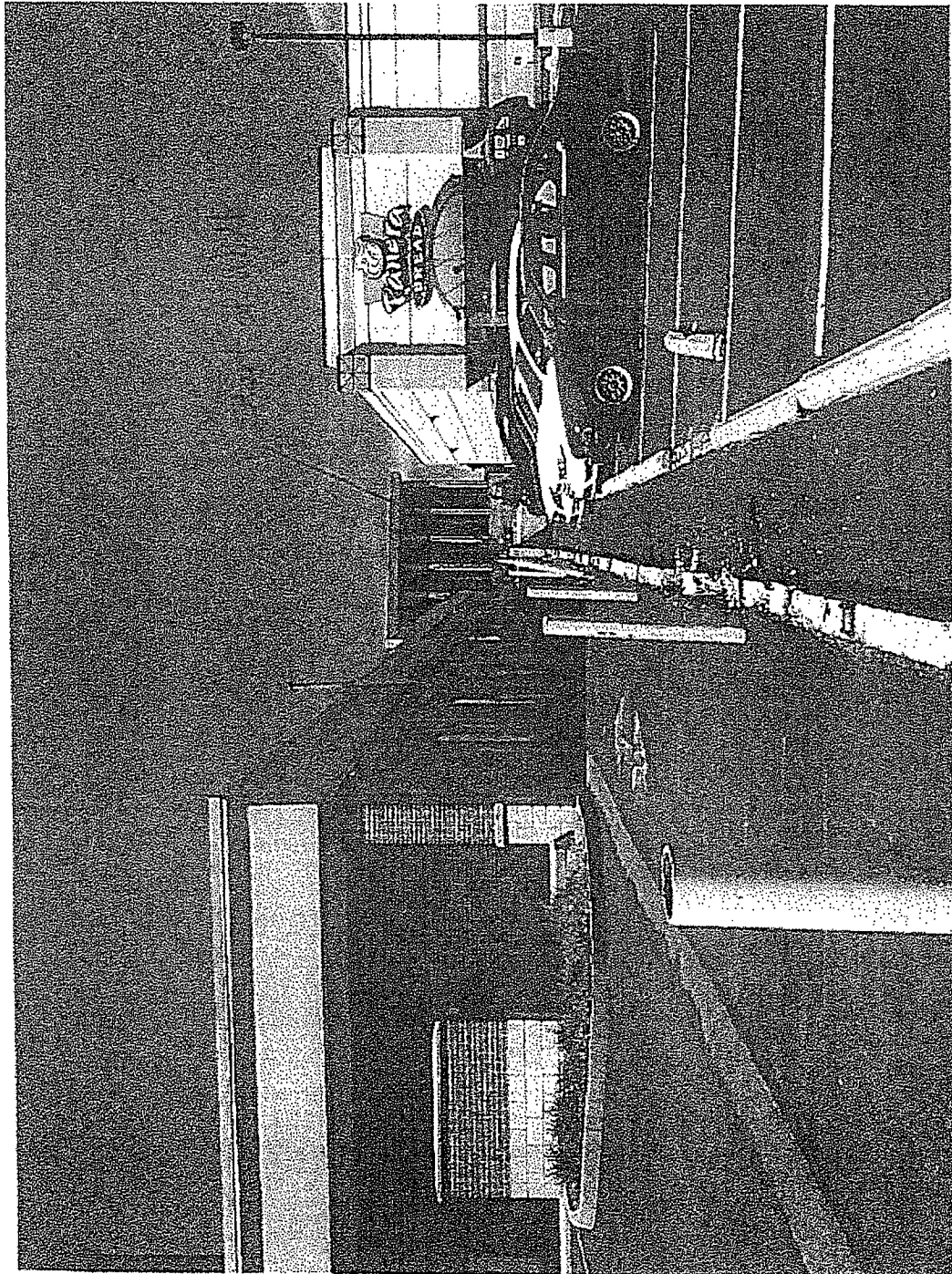
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PLANNING & ZONING

OCT 27 2017

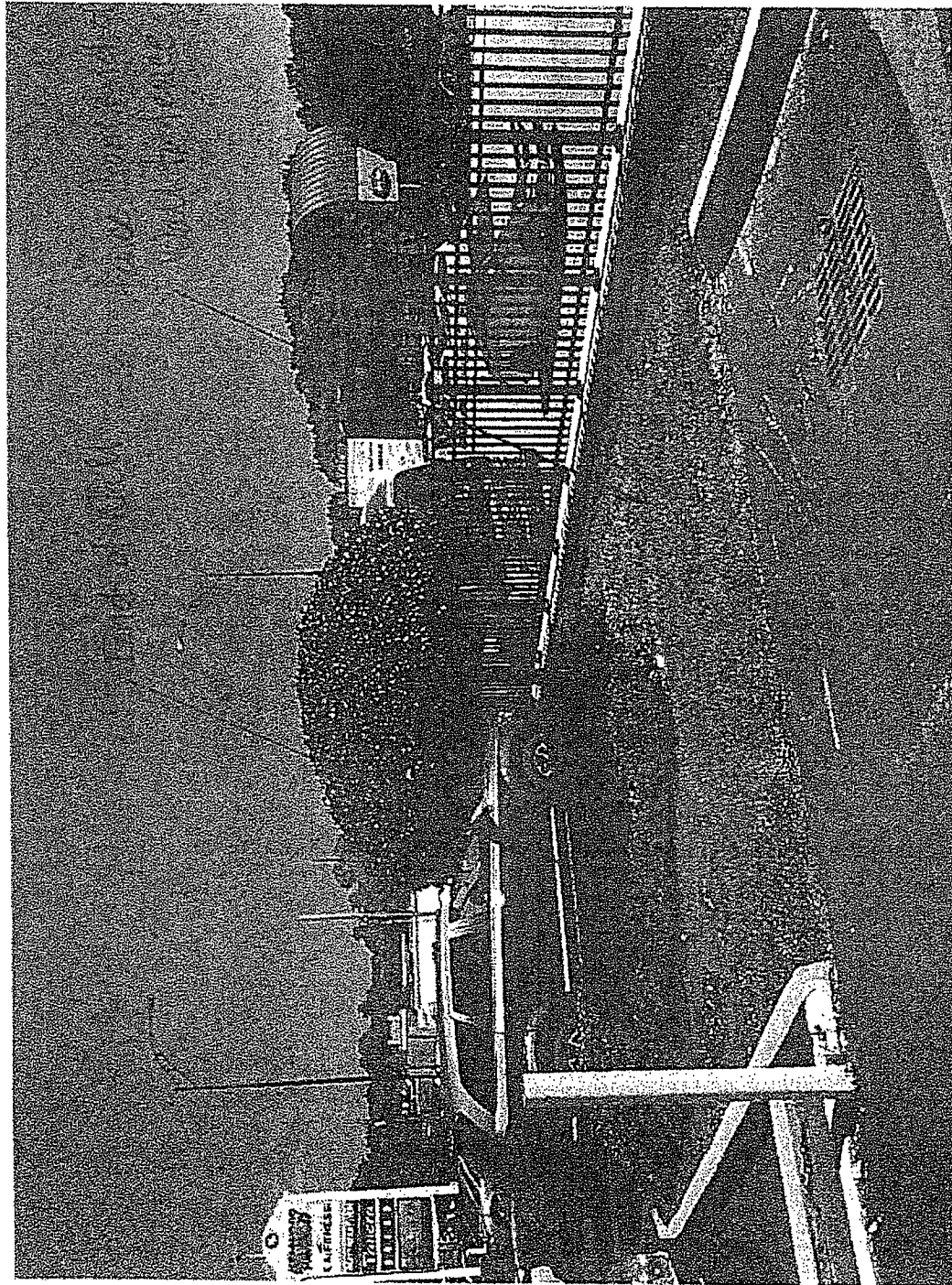
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Exhibit A - Continued



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