

First Reading: August 5, 2025  
Second Reading: dispensed

RESOLUTION 2025-064

**A RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN EASEMENT AGREEMENT WITH SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY (SORTA) FOR THE SYCAMORE TOWNSHIP SCHOOL ROAD & SOLZMAN ROAD SIDEWALK PROJECT (PID 119074) AND DISPENSING WITH THE SECOND READING**

**WHEREAS**, the Board of Township Trustees is desirous of making improvements to road ways and constructing sidewalks in the Township, and has entered into an LPA Federal Local-Let Project Agreement with the State of Ohio Department of Transportation for the construction of a sidewalk on the south side of School Road, beginning at the Township and City of Sharonville Corporation Line, thence continuing to Solzman Road, thence continuing along the west side of Solzman Road to East Kemper Road, the “School Road and Solzman Road Sidewalk Project PID119074”, and

**WHEREAS**, the Board of Trustees desires to proceed with the “School Road and Solzman Road Sidewalk Project PID119074”, and approve the Southwest Ohio Regional Transit Authority Easement Agreement between Sycamore Township and the Southwest Ohio Regional Transit Authority for the construction of a sidewalk on the south side of School Road, on property owned by the Southwest Ohio Regional Transit Authority; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of Township Trustees of Sycamore Township, State of Ohio:

**SECTION 1.** The attached Southwest Ohio Regional Transit Authority Easement Agreement between Sycamore Township and the Southwest Ohio Regional Transit Authority for the School Road and Solzman Road Sidewalk Project (PID119074) is hereby approved, and the Township Administrator is hereby authorized and directed to execute the Agreement on behalf of the Board.

**SECTION 2.** The Board upon at least a majority vote does hereby dispense with the requirement that this resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.

**SECTION 3.** That the Board finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 4.**

This Resolution shall take effect on the earliest date allowed by law.

**VOTE RECORD:**

Mr. Kellums Aye      Ms. Schwegmann Aye      Mr. Weidman Aye

**PASSED** at a meeting of the Board of Township Trustees this 5<sup>th</sup> day of August 2025.



Tracy Schwegmann, Chairman



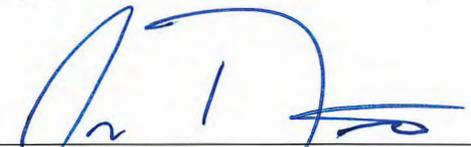
Tom Weidman, Vice Chairman



Tracy Kellums, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer this 5<sup>th</sup> day of August 2025.



Jonathan T. Deters  
Sycamore Township Fiscal Officer

**APPROVED AS TO FORM:**



Lawrence E. Barbieri, Law Director

**EXHIBIT A**  
**LEGAL DESCRIPTION**

BEING A RIGHT OF ENTRY AREA OVER, THROUGH AND ACROSS PART OF A 2.239-ACRE TRACT OF LAND AS CONVEYED TO SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY IN OFFICIAL RECORD 9308, PAGE 674, AND PART OF SCHOOL ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, SITUATE IN SECTION 1 AND SECTION 7, TOWN 3, RANGE 2, SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at an iron pin found on the northwest corner of Lot 11 of Nordloh's First Industrial Subdivision as shown on Plat Book 112, Pages 5 and 6, and being on the south right-of-way line of School Road and the east line of said 2.239-acre tract;

thence, South 05°-17'-21" West, 10.69 feet, along the west line of said Lot 11 to a point;

thence, North 86°-01'-46" West, 60.02 feet, to a point on the east line of a 1.234-acre tract of land as conveyed to 7645 School Rd LLC in Official Record 15247, Page 28 and being on the west line of said 2.239-acre tract;

thence, North 05°-17'-21" East, 60.76 feet, along said east line of said 1.234-acre tract and beyond to a point on the north right-of-way line of School Road and being the southeast corner of a 9.214-acre tract of land as conveyed to 7660 School Road, LLC in Deed Book 12890, Page 198;

thence, South 79°-51'-25" East, 29.56 feet, along the north right-of-way line of School Road to a point;

thence, North 87°-16'-21" East, 15.70 feet, along the north right-of-way line of School Road to the southwest corner of a 0.03-acre tract of land as conveyed to Board of Hamilton County Commissioners in Deed Book 4385, Page 1485;

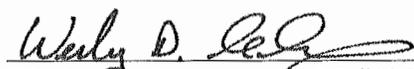
thence, South 05°-17'-21" West, 20.20 feet, to a point on the centerline of School Road;

thence, North 87°-16'-21" East, 15.15 feet, along the centerline of School Road to a point;

thence, South 05°-17'-21" West, 30.30 feet, to the principal place of beginning.

Containing 0.074 acres more or less and all being subject to any legal highways and easements of record of with 0.048 acres being within the right-of-way of School Road. With 0.034 acres being within Section 1 and 0.040 acres being within Section 7.

The bearings are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, ODOT VRS CORS Network. The above description was prepared by Wesley D. Goubeaux, Ohio Professional Surveyor Number 8254, based on a field survey performed under his direct supervision and dated July 17, 2025.

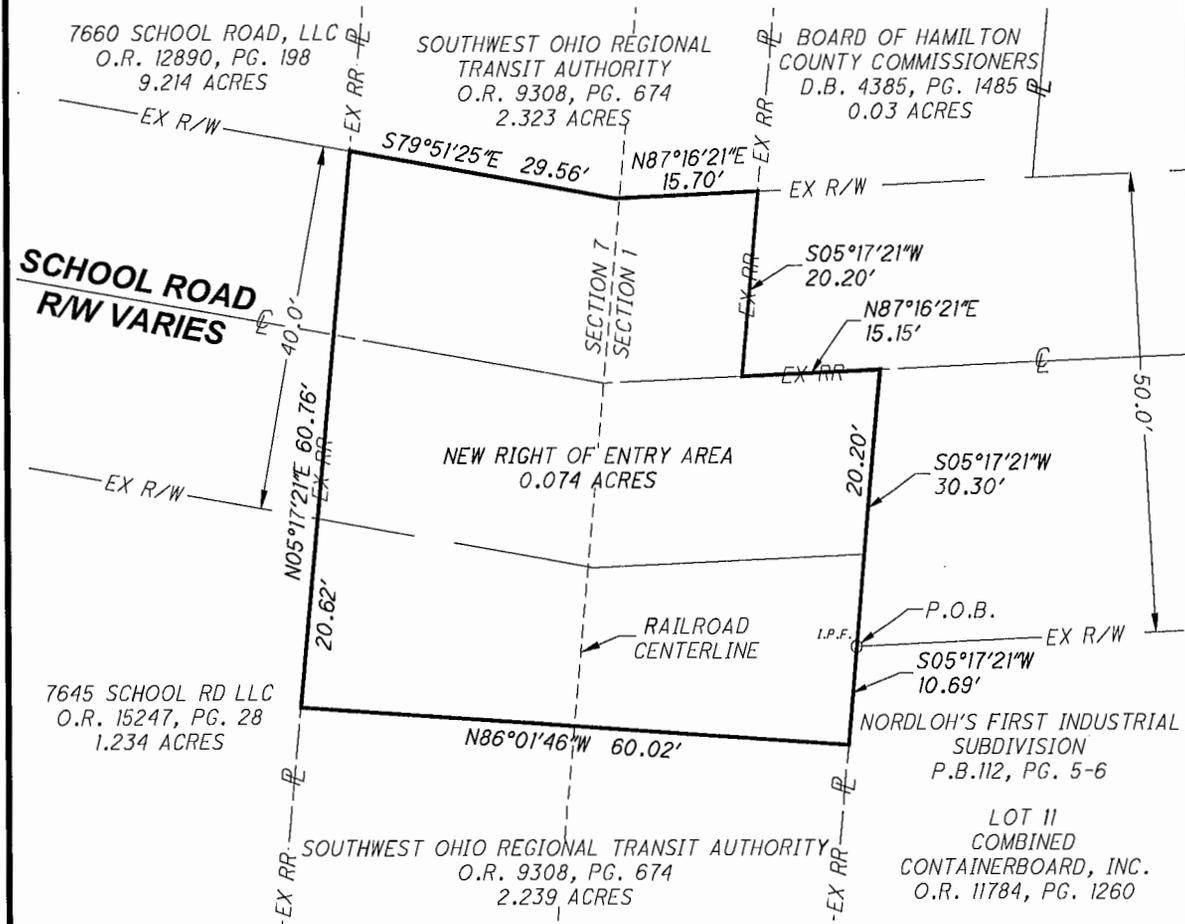
  
Wesley D. Goubeaux, PS #8254



07/17/2025  
Date

# EXHIBIT B

BEING A NEW RIGHT OF ENTRY AREA  
SITUATE IN SECTION 1 AND SECTION 7, TOWN 3, RANGE 2,  
SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO



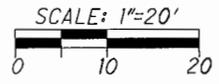
JOB #	DRAWN BY:	DATE
HAM-SYC-2301	CJS	07-17-2025

**ChoiceOne**  
Engineering

SIDNEY, OHIO 937.497.0200  
LOVELAND, OHIO 513.239.8554  
www.CHOICEONEENGINEERING.com



THE BEARINGS ARE BASED  
ON NAD 83 CORS 2011 ADJUSTMENT,  
OHIO SOUTH ZONE,  
ODOT VRS CORS NETWORK



## LEGEND

○ I.P.F. IRON PIN FOUND

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is executed and delivered as of the \_\_\_ day of Month, Year (the "Effective Date"), by SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY, a political subdivision of the State of Ohio, whose address is 525 Vine Street, Suite 500, Cincinnati, Ohio 45202-2540, Attn: Khaled Shammout ("Grantor"), and **SYCAMORE TOWNSHIP**, a(n) **division in Hamilton County, Ohio**, whose address is **8540 Kenwood Road Sycamore Township, Ohio 45236**. Grantor and Grantee are referred to collectively in this Agreement as the "Parties."

### Statement of Agreement

1. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, and its successors and assigns, a perpetual, non-exclusive easement as described in Exhibit D attached hereto (the "Easement") in certain real property situated in **Sycamore Township, Hamilton County, Ohio**, being described in Exhibit A attached hereto. The Easement is depicted on the detail attached as Exhibit B hereto (the "Easement Area"), which Easement Area is a portion of the real property conveyed to Grantor pursuant to an instrument recorded in [**Official Record 9308, Page 674 of the Hamilton County, Ohio, Records**]. The Easement shall be for the purposes of constructing, operating, and maintaining a roadway and pedestrian crossing (collectively, the "Facilities") within the Easement Area. Grantee, by acceptance of the Easement, agrees that the Easement shall be subject to the terms and conditions set forth in this Agreement.

2. Use of Easement Generally. Grantee shall use the Easement only for its intended purposes, in a safe, careful and proper manner, in accordance with all applicable laws, and in such a manner as will not unreasonably interfere with the use of the Easement Area or any of Grantor's other property for railroad or other transportation purposes by Grantor and its successors and assigns. Any work performed to the Easement Area shall be completed in a workmanlike manner and in accordance with any Plans (as defined herein), in accordance with all applicable laws and in strict compliance with the terms and conditions of this Agreement.

3. Railroad Right of Way.

(a) The Easement Area is within a railroad right-of-way (the "ROW") owned by Grantor, in which the Indiana & Ohio Railway Company, a subsidiary of Genesee & Wyoming Inc. (collectively, together with its successors and assigns, "I&O"), has certain rights. Grantee must apply for a Right of Entry Permit or Contractor Occupancy/Access Agreement and receive approval from I&O to enter the ROW or carry out any construction activities. In connection with the construction, operation, and maintenance of any Facilities pursuant to the Easement, Grantee shall not use nor permit the use of any equipment on, across or within 25 feet of any track within the ROW, unless supervised by a representative of I&O (for so long as I&O

has rights in the Easement Area) and Grantor, unless Grantor waives its right with respect to each particular use of equipment.

(b) Grantee shall use only existing public grade crossings for pedestrian and vehicular traffic across any track within the ROW in using the Easement.

(c) Before performing any work (except emergency repairs) to the Easement Area, Grantee shall give Grantor and I&O at least seventy-two (72) hours written notice. Grantee, when performing any work to the Easement Area, shall furnish any necessary watchmen to see that persons, equipment and materials are kept a safe distance away from the tracks on the approach of any moving equipment on the tracks. In addition to, but not in limitation of any of the foregoing provisions, if at any time Grantor or I&O should deem crossing flagmen or watchmen necessary, Grantee agrees to bear the full cost and expense thereof.

4. Plans; Location of Facilities.

(a) Prior to commencing any work in the Easement Area, including, without limitation, the construction, operation, and maintenance of any Facilities, Grantee shall prepare or cause to be prepared, and shall submit to Grantor for review and approval, plans and specifications for such work (in each instance, the "Plans"). Grantor and Grantee shall provide such mutual assistance as is reasonably necessary to diligently complete the preparation of any Plans. Within thirty (30) business days after receipt of any Plans, Grantor shall, by written notice to Grantee, approve or disapprove such Plans. In any disapproval of Plans, Grantor shall specify in reasonable detail the respects in which such Plans are not satisfactory to Grantor and the changes which Grantor desires in order that the Plans will be satisfactory to Grantor. Promptly after receipt of any such notice of disapproval from Grantor with respect to any Plans, Grantee will revise such Plans as reasonably requested by Grantor and will resubmit the revised Plans to Grantor for review and approval in accordance with the procedures set forth in this Section. Grantee shall be fully responsible for compliance of all Plans with all applicable laws, statutes, rules and regulations ("Legal Requirements") and for assuring that the Facilities will comply with all Legal Requirements and will satisfy Grantee's requirements. Grantor's review of and comment on any Plans shall not constitute a certification, representation or warranty by Grantor that such Plans are adequate, complete or in compliance with Legal Requirements.

(b) Notwithstanding the foregoing, all Plans shall require, and Grantee shall ensure, that the Facilities in the Easement Area be located sufficiently above the surface of the railroad track to meet permit requirements of I&O and so as not to interfere with the use of the Easement Area by Grantor or I&O. Grantee acknowledges that Grantor (and I&O) may continue to use the track within the ROW below any Facilities constructed pursuant to the Easement. Upon Grantor's request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and elevation of the Facilities installed in the Easement Area.

5. Damage. In the event that Grantee disturbs the surface of the ground and/or damages any of the improvements (including, without limitation, the railroad tracks) in using the Easement, Grantee shall promptly restore the same to their prior condition. Without

limiting the generality of the immediately preceding sentence, Grantee shall properly grade, seed and mulch any disturbed areas of the ground to prevent ponding of water and erosion, and shall leave any ditches clean and free of debris. The provisions of this Section 5 shall survive any cancellation, expiration or termination, for any reason, of this Agreement.

6. Consideration. In consideration for the grant of the Easement, Grantee shall pay to Grantor the sum of \$500 upon acceptance of the Easement. In addition, Grantee shall pay or reimburse Grantor and I&O for their reasonable costs and expenses incurred in connection with the Easement. Without limiting the generality of the immediately preceding sentence, Grantee shall pay to Grantor the sum of \$ NA upon acceptance of the Easement (in addition to the \$500 provided for above), of which \$ NA is a review fee payable to Grantor's engineering consultant in connection with the Easement and \$ NA is the estimated legal and review fees of Grantor in connection with the Easement.

7. Costs Related to Facilities. All costs and expenses in connection with the maintenance, repair or replacement of the Facilities shall be borne by Grantee, and Grantee shall promptly pay such costs without the imposition of any lien or charge on the Easement Area. Grantee hereby acknowledges and agrees that if any lien is filed against the property described in Exhibit A as a result of the Easement or Grantee's activities in the Easement Area and Grantee has not had such lien removed of record within thirty (30) days after the date of the initial filing of such lien, Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity. Use of the Easement Area for railroad or other transportation purposes by Grantor, its successors and assigns, will not be interrupted by any maintenance, repair or replacement of the Facilities.

8. Grantor's Right to Relocate.

(a) Grantor shall have the right from time to time, to require Grantee, at Grantee's sole cost and expense, to temporarily take up and replace all or any part of the Facilities so that Grantor can maintain, repair or replace facilities of Grantor within the Easement Area.

(b) Grantee acknowledges and agrees that Grantor shall have the right, at any time during the term of this Agreement, to require Grantee to temporarily or permanently relocate the Facilities. Grantor's right to require Grantee to relocate the Facilities may only be exercised by Grantor upon its preparation for the commencement of transit use of the property encumbered by the easement granted under this Agreement, and

(i) the necessity of Grantor to comply with federal, state and/or local laws and/or regulations applicable to Grantor's design and operation of its transit use, and/or

(ii) Grantor determining, in its good faith discretion, that the Facilities will materially interfere with Grantor's design and/or operation of its transit use.

(c) Upon Grantor delivering written notice to Grantee that the Facilities must be relocated, the Parties shall enter into an amendment to this Agreement whereby an alternative easement area will be granted to Grantee for its Facilities, which Facilities will be

required to be either over or under Grantor's property. All Plans for the design and construction of the new Facilities (either aerial or subterranean) will be submitted to Grantor for its prior written approval in accordance with Section 4(a) hereof. All costs associated with the design, relocation and reconstruction of the Facilities granted under this Section shall be borne by Grantee. Grantee shall also provide, at its expense, a legal description and survey for the alternative easement area which legal description, together with appropriate references to specifications and construction drawings, shall be substituted for the Exhibits attached hereto. All construction associated with the relocated Easement and abandonment of the Facilities shall be accomplished within one (1) year from the receipt by Grantee of Grantor notice electing to have the Facilities relocated in accordance with the above provision.

(d) At Grantor's sole option, in lieu of relocating the Facilities, Grantor may solely require Grantee to redesign the Facilities and to construct such alterations to the Facilities in accordance with such redesign, at Grantee's expense, to conform to the requirements of this Section.

(e) In the event that both relocation of the Facilities pursuant to Sections 8(b) and 8(c) and redesign of the Facilities pursuant to Section 8(d) prove infeasible, Grantor may elect to terminate the Easement upon written notice to Grantee. Within ninety (90) days of receipt of such termination notice, Grantee shall, at its sole cost and expense, remove all or any part of the Facilities as required by Grantor and set forth in the notice of termination. At the request of Grantor, Grantee shall execute and record a termination of the Easement in a form reasonably satisfactory to the Parties within thirty (30) days of receipt of Grantor's request.

9. Reservation of Rights. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, all rights, privileges, titles and interests in or to the Easement Area are preserved and retained by Grantor. Without limiting the generality of the foregoing sentence, Grantor reserves the right to use and grant other easements and rights to other entities over the Easement Area, as long as such use does not unreasonably interfere with Grantee's rights under this Agreement. Grantor shall have the right at all times to paramount use of the Easement Area, and Grantee shall exercise reasonable and prudent care in the use of the Easement and shall require those permitted hereunder to use the Easement to likewise exercise reasonable and prudent care in the use of the Easement.

10. Right to Cure. Grantee covenants and agrees that, if it shall at any time fail to comply with the terms of this Agreement, Grantor, in its sole discretion may after notice to, or demand upon, Grantee, cure such failure. Notwithstanding the foregoing, prior notice shall not be necessary in the event of an emergency (such as the existence of danger to property or person or where there may exist any violation of applicable legal requirements). All reasonable costs and expenses incurred by Grantor in connection with curing such failure shall be payable to Grantor on demand, and Grantee covenants to pay any such sum or sums promptly. Any action taken by Grantor pursuant to this Section shall not waive, or release Grantee from, any obligations of Grantee under this Agreement. The provisions of this Section 10 shall survive any cancellation, expiration or termination, for any reason, of this Agreement.

11. Insurance. Before this Agreement shall be effective, Grantee shall, at its sole cost and expense procure, provide, deliver to Grantor and thereafter maintain in effect during the term of this Agreement general liability insurance with respect to the use of the Easement. Such insurance shall be in limits of not less than \$5,000,000 single limit, bodily injury, death and/or property damage whether of such Grantee, Grantor, or others. Such insurance shall include Grantor as an additional insured. Grantee will provide that Grantor be notified in writing at least ten (10) days in advance of any cancellation of or change in the coverage provided thereunder.

In addition, Grantee and any employees, agents and/or contractors of Grantee working on the Facilities shall obtain Railroad Protective Liability Insurance in the amounts of \$2,000,000 per occurrence and \$6,000,000 aggregate. Alternatively, Grantee may request that the standard exclusion contained in its Commercial General Liability policy that applies to work performed within 25 feet of a railroad track be deleted from the policy. Evidence of this deletion must be provided on the certificate of insurance submitted to Grantor.

Grantee shall confirm that each contractor and subcontractor, if any, performing any work to the Easement Area complies with the foregoing insurance requirements. Grantee shall provide Grantor with certificates of insurance evidencing the foregoing coverages for Grantee, each contractor and each subcontractor.

12. Liability. Grantee shall be responsible for all liabilities, damages, claims, costs and expenses arising from Grantee's use of the Easement. Without limiting the generality of the foregoing, Grantee acknowledges that persons and property within the Easement Area pursuant to the Easement are in constant danger of injury, death or destruction incident to the operation of the railroad tracks within the Easement Area, whether by Grantor, I&O or others; and Grantee accepts the Easement subject to such dangers. Grantee assumes all liability for injury to or death of persons, and for loss or damage to property, within the Easement Area pursuant to the Easement, regardless of whether caused or contributed to by any acts, omissions or negligence on the part of Grantor, I&O and/or their respective affiliates, officers, agents, employees and/or contractors (collectively, the "Grantor Parties"). Grantee shall be responsible for any and all liability and damages arising out of the risks herein assumed by Grantee, including attorneys' fees and other costs in connection therewith, arising out of Grantee's use of this Easement. The provisions of this Section 12 shall survive any cancellation, expiration, or termination, for any reason, of this Agreement.

13. Hazardous Substances.

(a) Grantee shall not bring or permit to be brought into the Easement Area any Hazardous Substances. For purposes of this Section 13, "Hazardous Substances" shall include (A) any "hazardous substance" as defined in §101(14) of CERCLA (42 U.S.C. §9601(14)) or regulations promulgated thereunder; (B) any "solid waste", "hazardous waste", or "infectious waste", as such terms are defined in any environmental laws; (C) asbestos, urea-formaldehyde, polychlorinated biphenyls, nuclear fuel or material, chemical waste, radioactive material, explosives, known carcinogens, petroleum products and by-products and other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed

or identified in, or regulated by, any environmental laws; and (D) any additional substances or materials which are classified or considered to be hazardous or toxic under any environmental laws.

(b) Without limiting the generality of the liability provided in Section 12, Grantee shall reimburse Grantor for, any and all losses, liabilities, damages, penalties, claims, injuries to persons or property, costs and expenses arising in connection with or as a result of the use, handling, storage, transportation, manufacture, release or disposal of any Hazardous Substances or other materials in, on, under or about the Easement Area by Grantee, by any officer, employee, agent, licensee or invitee of Grantee or in connection with Grantee's use of this Easement, whether foreseeable or unforeseeable, regardless of the source or the time of discovery. The foregoing includes, without limitation, all costs of removal, response, investigation or remediation of any kind, and disposal of such Hazardous Substances. The provisions of this Section 13 shall survive any cancellation, expiration, or termination, for any reason, of this Agreement.

14. Waiver. This Agreement is made without covenant or warranty by Grantor as to its title to the Easement Area, and Grantee waives all right to claim damages in the event Grantee shall be evicted, ejected or required to surrender possession of the Easement Area by anyone owning or claiming title to or any interest in such property, or by reason of failure of title of Grantor, or for any other cause whatsoever. Grantee acknowledges and understands that Grantor makes no representation or warranty whatsoever, express or implied, with respect to the Easement Area including, without limitation, any hazards or dangers found at the Easement Area. Grantee understands and acknowledges that it enters the Easement Area at its own risk.

15. Permits and Approvals. The burden of obtaining all permits and approvals which may be necessary or appropriate in connection with the Facilities shall be upon Grantee and shall be at the sole risk, cost and expense of Grantee, whose responsibility it shall be to comply with all federal, state and local laws and assume all cost and expense and responsibility in connection therewith.

16. Default and Remedies. In the event of a default by Grantee, Grantor may seek any and all remedies permitted under this Agreement, in equity or by law. Without limiting the generality of the foregoing, in the event of a default by Grantee hereunder that is not cured within thirty (30) days, or such other time as is reasonable under the circumstances, after delivery of written notice of such default by Grantor, Grantor may, in its sole discretion, terminate the Easement by recording a written notice of termination in the appropriate real estate records where the Easement Area is located and, in the event that Grantor deems it necessary or advisable, Grantee shall execute a release to confirm the termination of the Easement. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Grantor be liable for any damages to, or loss of, personal property or equipment sustained by Grantee within the Easement Area, even if caused by the negligence of Grantor. The provisions of this Section 15 shall survive any cancellation, expiration or termination, for any reason, of this Agreement.

17. Transferability. The Easement shall be binding upon and shall inure to the benefit of Grantor, Grantee and their respective successors and assigns, and shall run with the land. Notwithstanding the foregoing, the rights conferred hereby shall be the privilege of Grantee only, and no assignment or transfer thereof shall be made without the consent and agreement in writing of Grantor, which may be withheld or refused in Grantor's sole discretion, being first had and obtained. Any assignment entered into without Grantor's prior written consent and agreement shall be void ab initio.

18. Notices. All written notices provided for herein shall be addressed to the party to be notified at the address set forth in the first paragraph of the Agreement, or at such other address(es) as may be specified by written notice, and shall be deemed to have been validly given or made (a) the next business day after such notice is delivered to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (b) three (3) business days after mailing via registered or certified U.S. mail, return receipt requested.

19. Entire Agreement; Amendments. This Agreement constitutes the sole and entire Agreement between the Parties regarding the subject matter hereof. This Agreement may not be changed, altered or amended except by an instrument in writing executed by Grantor and Grantee (or their respective successors or assigns).

20. No Partnership or Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create a partnership between the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

21. Governing Law. The terms and conditions of this Agreement shall be governed by and construed under the laws of the State of Ohio, without regard to such state's conflicts of law provisions.

22. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to parties whose circumstances are other than those to which it is invalid or unenforceable, shall not be affected thereby.

23. Execution in Counterparts. This Agreement may be executed and delivered in any number of counterparts each of which so constituted and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

*[Signature Pages Follow]*

Grantor has executed this Agreement as of the \_\_\_\_ day of Month, 20XX.

SOUTHWEST OHIO REGIONAL  
TRANSIT AUTHORITY,  
a political subdivision of the State of Ohio

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO  
COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Southwest Ohio Regional Transit Authority, a political subdivision of the State of Ohio, on behalf of Southwest Ohio Regional Transit Authority.

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

*[Signatures Continue on Following Page]*

**[GRANTEE],**  
a(n) [type of entity]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO  
COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of [Grantee], a(n) \_\_\_\_\_, on behalf of \_\_\_\_\_.

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

- EXHIBIT A – Legal Description
- EXHIBIT B – Graphic of Easement Area
- EXHIBIT C – Construction Drawings (forthcoming from IORY selected consultant)
- EXHIBIT D – Description of Easement Area

EXHIBIT A

Legal Description

(See Attached.)

EXHIBIT B

Graphic of Easement Area

(See Attached.)

EXHIBIT D

Description of Easement Area