

Exhibit A
Resolution R07-2024

GRANT OF TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

This Grant of Temporary Easement for Construction Purposes (“Easement”) is entered into effective as of the ____ day of ____, 2024, by and between Olymbec USA LLC, a Delaware limited liability company (“Owner”) with an address of 1004 E. Brooks Road, Memphis, Tennessee 38116, and the City of Springdale, Ohio, an Ohio municipal corporation (“City”) with an address of 11700 Springfield Pike, Springdale, Ohio 45246.

RECITALS:

A. Owner is the fee simple owner of real property identified as Hamilton County Parcel No. 599-0042-0163-00 (the “Property”), being commonly and collectively known as 175 Tri-County Parkway, Springdale, Ohio 45246 in the City of Springdale, Hamilton County, Ohio, more particularly described on Exhibit A attached hereto and incorporated herein by reference.

B. The City has planned improvements along the south side of Tri-County Parkway, beginning at Northland Boulevard and connecting to Merchant Street in Springdale, Ohio, consisting of planned improvements to construct and install a new sidewalk, utilities, and storm and sanitary sewer lines, with said construction and installation to include, access drives, landscaping, screening, curbing, grading, utilities, and other ancillary and other related improvements, facilities, and systems in support of the project (the “Project”) and for which it is necessary to obtain temporary easements over, across, under and upon certain properties situated immediately adjacent to the Project, including the Property.

C. Owner desires to grant the temporary easement necessary for the completion of the Project, which shall further the use, enjoyment, and desirability of the Property pursuant to the terms set forth in this Easement.

NOW THEREFORE, in consideration of the City’s intent to construct improvements as set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby declares, covenants and agrees as follows:

1. Grant of Temporary Easement.

1.1. Grant of Temporary Construction Easement. Owner hereby grants, bargains, sells, conveys, and releases to the City, its agents, contractors, employees, successors, and assigns a temporary, non-exclusive approximately four hundred twenty eight square foot (428 s.f.) construction easement along the portion of the property line of the Property as depicted in Exhibit B, attached hereto and incorporated herein by reference (“Temporary Construction Easement Area”) for the purpose of performing the work necessary to permit and enable the construction of the Project on, above, under and through the Temporary Construction Easement Area (“Temporary Construction Easement”).

1.2. Remediation. The City shall, as soon as practical after the substantial completion of the Project upon the Temporary Construction Easement Area, restore and/or replace, at its sole cost and expense, the Temporary Construction Easement Area to the same or better condition as existed immediately prior to the commencement of the Project on the Temporary Construction Easement Area by the City or its agents, employees or contractors,

including, without limitation, any landscaping, shrubbery, sidewalks, concrete, asphalt, curbs, lights, and anything else that existed in, on, or about the Temporary Construction Easement Area immediately prior to the commencement of the Project on the Temporary Construction Easement Area. The City shall be liable for any damages to the Temporary Construction Easement Area, the area adjacent thereto, and/or used to access the Temporary Construction Easement Area by its employees or by its agents or contractors in the exercise of the easements and rights-of-way during the current construction process of the Project or in the case of any future maintenance, projects, remediation, restoration, and/or replacement.

1.3. Expiration. Notwithstanding anything in this Easement to the contrary this Easement shall expire and terminate upon the earlier to occur of: (i) the completion of the Project as memorialized in a letter from the City to Owner; or (ii) January 31, 2025. Upon such event and upon the written request of the Owner, the City shall record a termination of this Easement at its sole cost and expense ("Termination of Easement"). If the City records the Termination of Easement in accordance with this Section 1.3, then the parties agree that neither party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to the other party under the terms of this Easement, except for any such matters otherwise specifically agreed to herein.

2. Enforcement. The easements, conditions, restrictions and agreements contained in this Easement, and in any amendment hereto, shall operate for the benefit of, and may be enforced by the City and its respective heirs, successors, and assigns. The Owner's or City's failure or delay in enforcing any provision of this Easement shall not operate as a waiver of any such provision, the right to enforce such provisions thereafter, or a waiver of any of the other provisions of this Easement.

3. Covenants Running with the Land. All of the language, statements, words, paragraphs, sections and articles of this Easement shall be deemed to constitute covenants, conditions, restrictions or easements; and all of said covenants, conditions, restrictions and easements shall run with the land and bind the land that consists of the Property, and shall be binding upon and inure to the benefit of any part and all of said land, and all present and future parties having any right, title or interest in all or part of the Property and their respective mortgagees, tenants, invitees, licensees, guests, customers, agents, heirs, executors, administrators, successors, and assigns. The rights granted hereunder and liability for the obligations of any owner of the Property shall be limited to the period of time during which such owner shall have owned an interest in the Property.

4. No Amendment or Termination of Easements. No amendments or modifications of this Easement shall be effective without the prior written consent of the Owner, or the then current owner of the Property, and the City. Except as otherwise specifically provided herein, no default under this Easement shall entitle either party to terminate, cancel or otherwise rescind this Easement.

5. Counterparts. This Easement may be executed in one or more counterparts each of which is an original, and all of which constitute only one agreement between the Owner and City.

6. Entire Agreement. This Easement states the full and complete agreement between the Owner and City and supersedes all prior oral or written negotiations and agreements.

7. Construction. This Easement shall be construed without regard to the rule that a document shall be construed against the drafter.

8. Recitals. The above recitals are hereby incorporated into this Easement as if fully set forth herein and are true and correct in all material respects.

9. Governing Law; Miscellaneous. The conditions, terms and provisions of this Easement Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The Section headings are included only for convenience, and shall not be construed to modify or affect the covenants, terms or provisions of any Section.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

[COUNTERPART SIGNATURE PAGE TO GRANT OF TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES]

IN WITNESS WHEREOF, the undersigned have executed this Easement effective as of the date first above written.

OLYMBEC USA LLC,
a Delaware limited liability company

By: _____
Name: Jason Berger
Its: EVP Operations and General Counsel

State of Tennessee)
) SS:
County of Shelby)

This instrument was acknowledged before me this 30th day of April, 2024 by Jason Berger, the EVP Operations and General Counsel of Olymbec USA LLC, a Delaware limited liability company, on behalf of the limited liability company.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 30th day of April, 2024.

Renee Wright
Notary Public

My commission expires: 9/26/27



[COUNTERPART SIGNATURE PAGE TO GRANT OF TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES]

IN WITNESS WHEREOF, the undersigned has executed this Easement effective as of the date first above written.

CITY OF SPRINGDALE, OHIO
an Ohio municipal corporation

By: _____
Lawrence C. Hawkins, III

State of Ohio)
) SS:
County of Hamilton)

This instrument was acknowledged before me this ____ day of _____, 2024 by Lawrence C. Hawkins, III, the Mayor of the City of Springdale, Ohio, an Ohio municipal corporation, on behalf of the municipal corporation.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 2024.

Notary Public

My commission expires: _____

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO, APPROVED AS TO FORM:

Joseph J. Braun, Esq., Strauss Troy Co., L.P.A.
150 E. 4th Street, Fourth Floor,
Cincinnati, Ohio 45202, (513) 621-2120

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EXHIBIT A
(Legal Description of Property)

Situated in the City of Springdale, in Section 12, Town 3, Entire Range 1, Miami Purchase, Springfield Township, Hamilton County, Ohio described as follows:

Commencing at the intersection of the center line of Tri-County Parkway with the southeasterly line of Northland Road, thence southwestwardly, along the southeasterly line of Northland Road, on a curved line deflecting to the right with a radius of 1959.86 feet, a distance of 52.16 feet, thence southeastwardly on a curved line deflecting to the right with a radius of 12.50 feet a distance of 19.30 feet (chord of said curve bears South 77°32'15" East, a distance of 17.44 feet) to the southwesterly line of Tri-County Parkway, thence South 33°18' East, along the southwesterly line of Tri-County Parkway, a distance of 154.82 feet to the place of beginning.

Thence, along the southwesterly line of Tri-County Parkway, South 33°18' East a distance of 2.04 feet and on a curved line deflecting to the left with a radius of 449.26 feet, a distance of 297.96 feet (chord of said curve bears South 52°18' East, a distance of 292.53 feet);

Thence, South 10°03'30" West, a distance of 446.71 feet;

Thence, South 83°28'02" West, a distance of 425.00 feet;

Thence, North 0°50'15" East, a distance of 497.78 feet;

Thence, North 56°42' East, a distance of 311.57 feet to the place of beginning.

