

# Resolution

Number 22-0429

Adopted Date March 29, 2022

HIRE ARYNN HINDS AS AN ELIGIBILITY REFERRAL SPECIALIST I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION


BE IT RESOLVED, to hire Arynn Hinds as an Eligibility Referral Specialist I, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 5, \$15.34 per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective April 18, 2022, subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Human Services (file)  
A. Hinds' Personnel file  
OMB – Sue Spencer

# Resolution

Number 22-0430

Adopted Date March 29, 2022

AUTHORIZE THE POSTING OF THE "ELIGIBILITY REFERRAL SPECIALIST II" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Eligibility Referral Specialist II" position within the Department of Job and Family Services, Human Services Division; and

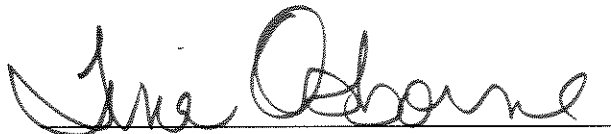
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Eligibility Referral Specialist II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning March 25, 2022.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
OMB-Sue Spencer

# Resolution

Number 22-0431

Adopted Date March 29, 2022

ACCEPT RESIGNATION OF ADAM OSTERDAY, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE APRIL 1, 2022

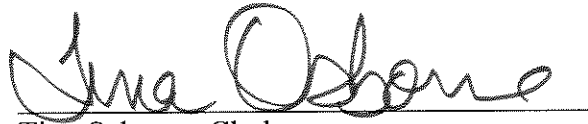
BE IT RESOLVED, to accept the resignation, of Adam Osterday, Sewer Maintenance Foreman, within the Warren County Water and Sewer Department, effective April 1, 2022.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water and Sewer (file)  
A. Osterday's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 22-0432

Adopted Date March 29, 2022

AUTHORIZE THE POSTING OF THE "SEWER MAINTENANCE FOREMAN" POSITION WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A).

WHEREAS, there exists an opening for the "Sewer Maintenance Foreman" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Sewer Maintenance Foreman" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning March 25, 2022.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
OMB – S. Spencer

# Resolution

Number 22-0433

Adopted Date March 29, 2022

ACCEPT RESIGNATION OF ABBY BREEZE, SERVICE WORKER II, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT EFFECTIVE APRIL 1, 2022

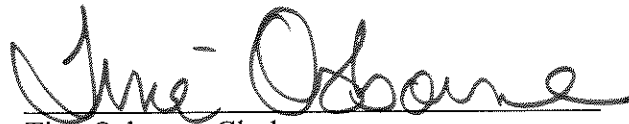
BE IT RESOLVED, to accept the resignation, of Abby Breeze, Service Worker II, within the Warren County Facilities Management Department effective April 1, 2022.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Facilities Management (file)  
A. Breeze's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 22-0434

Adopted Date March 29, 2022

## HIRE KODY SANDERS AS SERVICE WORKER I WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

BE IT RESOLVED, to hire Kody Sanders as Service Worker I, within the Facilities Management Department, classified, full-time permanent status (40 hours per week), Pay Range #13, \$16.56 per hour, effective April 4, 2022, subject to a background check, negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
K. Sander's Personnel file  
OMB – Susan Spencer

# Resolution

Number 22-0435

Adopted Date March 29, 2022

## APPROVE EASEMENT ACQUISITION COMPENSATION FOR THE SOUTH UNION ROAD WIDENING PROJECT AND WATER MAIN EXTENSION

WHEREAS, the Warren County Water and Sewer Department is constructing water line improvements including approximately 8,400 feet of 16-inch water line extending along Union Road near the intersection of State Route 63 to the intersection of Nickel Road; and

WHEREAS, a portion of the water line will be installed outside of the road right-of-way in dedicated utility easements; and

WHEREAS, specifically the following parcels owned by Shakerland Farms, LLC have been appraised for easement acquisition and negotiations have been conducted with the following results:

Parcels	Perm Easement (Acres)	Temp Easement (Acres)	Permanent Easement	Temp Easement	Crop Damage	Compaction Damage
12 34 200 002	1.619	0.9102	\$12,300	\$1,700	\$600	\$1,300
12 34 100 001	0.9285	1.1224	\$7,100	\$2,100	\$500	\$1,100
11 24 200 004						

**TOTAL            \$26,700**


NOW THEREFORE BE IT RESOLVED, that the Board has reviewed the requested compensation and approves said easement compensation to Shakerland Farms, LLC.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)

# Resolution

Number 22-0436

Adopted Date March 29, 2022

ENTER INTO WATERLINE EASEMENT AGREEMENTS WITH SHAKERLAND FARMS, LLC FOR THE SOUTH UNION ROAD WATER MAIN EXTENSION PROJECT

WHEREAS, the Water and Sewer Department is constructing and upon completion will be operating and maintaining approximately 8,400 feet of 16-inch water line extending along Union Road near the intersection of State Route 63 and extending southward to the intersection of Nickel Road; and

WHEREAS, this Board on July 20, 2021, adopted Resolution 21-0970 determined that it is necessary for the public health, safety and/or general welfare of the citizens of Warren County and others, to obtain or acquire easements for the South Union Road Water Main Extension Project, that does not include a blighted parcel or part of a blighted area or slum; and

WHEREAS, specifically the following property owners have agreed to enter into easement agreements with the County for the identified parcels:

Parcel #	Owner
12 34 200 002	Shakerland Farms, LLC
12 34 100 001	Shakerland Farms, LLC
11 24 200 004	Shakerland Farms, LLC

NOW THEREFORE BE IT RESOLVED, to enter into two easement agreements with Shakerland Farms, LLC for permanent easements on parcels located along the water main line alignment. Copy of said agreements are attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Shakerland Farms, LLC  
Easement file  
Water/Sewer (file)  
Recorder (certified)



## Waterline Easement Agreement

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THIS WATERLINE EASEMENT AGREEMENT (the "Agreement"), is made and entered into as of the date(s) stated below, and effective upon it's recording of public record, by and between SHAKERLAND FARMS, LLC, a Limited Liability Company, whose mailing address is 5446 Hamilton Road, Lebanon, OH 45036 (the "Grantor"), and the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, an Ohio county and political subdivision (the "Grantee"), whose mailing address for all purposes herein is c/o Warren County Water & Sewer Department, 406 Justice Drive, Lebanon, OH 45036. Both Grantor and Grantee may be referred to jointly as the "Parties".

### RECITALS

- A. Grantor received a general warranty deed dated 9/1/1967, and recorded 12/30/1967, in Vol. 391, Page 415, of the Deed Records of Warren County, Ohio Recorder's Office, Grantor as to a 529.5621 acre parcel, identified as PID: 12-34-200-002 (Acct. # 5900646) (the "Grantor's Parcel");
- B. Grantee desires to acquire from Grantor a permanent waterline easement parallel to the eastern boundary of the right-of-way of South Union Road adjacent to the currently existing Duke Energy easement that varies in width on Grantor's Parcel ("Permanent Easement") so that Grantee may be entitled to construct one waterline and necessary apparatus for the benefit of Warren County's South Union Road Water Main Extension Project which waterline shall have an outside diameter no larger than seventeen and four tenths inches (17.4") and be buried so that the top of said waterline is at least fifty-four inches (54") below grade;
- C. Grantee represents that it has determined via Grantee's Resolution No. 21-0970, dated July 20, 2021, that it is necessary for Grantor to grant the Permanent Easement to Grantee;
- D. Grantee further desires to acquire from Grantor a temporary construction easement parallel and adjacent to the eastern boundary of Permanent Easement that varies in width on Grantor's Parcel ("Temporary Construction Easement"); and

E. Grantor agrees to grant the Permanent Easement and the Temporary Construction Easement in accordance with the terms and conditions contained in this Agreement.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants, conditions, and agreements contained herein, the sum of Fourteen Thousand Dollars (\$14,000), the receipt and sufficiency of which are hereby stipulated, the Parties agree to the following terms and conditions with the intent of being legally bound.

**1. Grant of Permanent Easement.** Grantor grants, for the benefit of the Grantee, the Permanent Easement on, across and under that limited part of Grantor's Parcel as particularly described on the metes and bounds description attached hereto as Exhibit "A" and further illustrated on the drawings attached hereto as Exhibits "B-1, B-2, B-3, B-4 B-5, B-6, B-7 and B-8" totaling 1.6190 acres in area that varies in width from 20' PERM. ESMT. to 5' PERM. ESMT. (the "PERM. ESMT. 1.6190 ACRES"), for the Grantee and its employees, contractors, subcontractors and other agents to access, survey, construct, use, operate, inspect, maintain and keep in repair thereon, replace and remove or remove one waterline and necessary apparatus relating to the South Union Road Water Main Extension Project, subject to the applicable terms and conditions set forth in this Agreement.

**2. Grant of Temporary Construction Easement.** Grantor also grants, for the benefit of the Grantee, the Temporary Construction Easement on, across and under that limited part of Grantor's Parcel as illustrated on the drawings attached hereto as Exhibits "B-1, B-2, B-3, B-4 B-5, B-6, B-7 and B-8" totaling 0.9102 acres in area that varies in width from 10' TEMP. ESMT. to 2' TEMP. ESMT. (the "TEMP. ESMT. 0.9102 ACRES"), for the Grantee and its employees, contractors, subcontractors and other agents to access and conduct all construction related activities relating to the South Union Road Water Main Extension Project, subject to the applicable terms and conditions set forth in this Agreement. The TEMP. ESMT. 0.9102 ACRES shall terminate without any further notice being filed of public record on the date of completion of the South Union Road Water Main Extension Project, or December 31, 2024, whichever is earlier.

**3. Terms and Conditions.** The grant of Permanent Easement and Temporary Construction Easement as provided in paragraphs 1 and 2 above, shall be subject to the following terms and conditions:

- a) Grantee may use the PERM. ESMT. 1.6190 ACRES and the TEMP. ESMT. 0.9102 ACRES for the sole and only purpose to construct, operate, maintain, repair and replace one waterline and necessary apparatus for the benefit of Warren County's South Union Road Water Main Extension Project. Grantee may not install any communication or other utility facilities within the PERM. ESMT. 1.6190 ACRES or the TEMP. ESMT. 0.9102 ACRES without Grantor's written consent. Further, no other uses not expressly granted herein are permitted under this Agreement, even if such uses impose no greater burden on Grantor or Grantor's Parcel.
- b) Grantee may not change the location of the PERM. ESMT. 1.6190 ACRES or the TEMP. ESMT. 0.9102 ACRES without Grantor's written consent.
- c) Grantee shall have the right to use only the PERM. ESMT. 1.6190 ACRES and the TEMP. ESMT. 0.9102 ACRES. Any access by Grantee on, across or through Grantor's Parcel other than the PERM. ESMT. 1.6190 ACRES or the TEMP. ESMT. 0.9102 ACRES shall be permitted only by Grantor's written consent.
- d) No person or entity using the PERM. ESMT. 1.6190 or the TEMP. ESMT. 0.9102 ACRES shall do so in any manner as to hinder or prohibit or unreasonably interfere with, block, or interrupt the use of Grantor's Parcel by Grantor, or its agents or lessees, or Grantee and its employees, agents, contractors, subcontractors or agents.
- e) Notwithstanding anything to the contrary, Grantor reserves the right to use the PERM. ESMT. 1.6190 ACRES and the TEMP. ESMT. 0.9102 ACRES for any and all purposes that do not interfere with Grantee's use thereof, including, but not limited to, conducting agricultural practices, planting gardens, planting lawns, play areas, sports fields, walking or riding trails, grazing livestock, installing fences, installing drainage tile, installing or improving existing private streets whether gravel, paved, or other, installing or improving roads whether gravel, paved, or other, installing or improving driveways whether gravel, paved, or other, installing or improving walks or improving alleys whether gravel, paved, or other, installing or improving walks whether gravel, paved, or other, granting additional easements, and other uses. Provided, however, Grantor shall not construct any buildings, structures, walls, impound water, or plant any trees, shrubs or other nonagricultural vegetation in the PERM. ESMT. 1.6190 ACRES, and Grantee shall have the right to cut, trim and remove any trees, branches, or other obstructions within the limits of the PERM. ESMT. 1.6190 ACRES, which in the sole opinion of Grantee may endanger the safety or, or interfere with the construction, use, operation, inspection,

maintenance, repairs or replacement of the waterline and necessary apparatus. It is agreed that Grantor, and only Grantor, may farm the PERM. ESMT. 1.6190 ACRES and the TEMP. ESMT. 0.9102 ACRES and receive carbon credits.

- f) Grantee agrees to use its best efforts in its construction, operations, or other activities on the PERM. ESMT. 1.6190 ACRES and the TEMP. ESMT. 0.9102 ACRES to limit the amount of soil compaction it causes to Grantor's Parcel. Recognizing that some compaction will occur and reduce crop production, Grantee shall pay One Thousand, Three Hundred Dollars (\$1,300) to Grantor at the time of execution of this Agreement.
- g) Grantee agrees to compensate Grantor for any and all crop damage it causes on Grantor's Parcel. For the period during construction the Grantor agrees not to perform agricultural practices on the PERM. ESMT. 1.6190 ACRES and the TEMP. ESMT. 0.9102 ACRES and, as compensation, the Grantee agrees to pay Grantor Six Hundred (\$600) equating to a unit compensation of approximately \$200 per acre of the PERM. ESMT. 1.6190 ACRES and the TEMP. ESMT. 0.9102 ACRES; said payment is in addition to any other payments provided for in this Agreement.
- h) Grantee shall repair, replace and be liable to Grantors for any and all damages or injury to persons or property of any kind or character, caused by Grantee's activities related to the PERM. ESMT. 1.6190 ACRES and the TEMP. ESMT. 0.9102 ACRES. If Grantee repairs or replaces a damage item, Grantor shall have the right to approve the repair or replacement. If Grantee does not repair or replace a damaged item after Grantor gives Grantee 30 days prior written notice, Grantee shall pay Grantor for any and all damages promptly thereafter.
- i) Notwithstanding anything to the contrary, in the event drainage tile is damaged on Grantor's Parcel by Grantee, Grantee agrees to contract a drain tile contractor of Grantor's choosing to complete the repair at Grantee's cost. Upon completion of the construction, the Grantee shall restore the grade, elevation, and contour of the PERM. ESMT. 1.6190 ACRES and TEMP. ESMT. 0.9102 ACRES to the same or similar preconstruction grade, elevation, and contours. Grantor shall review and approve the final grading. Provided, however, if the Grantee does not correct deficiencies within 30 days prior written notice, Grantor may correct the deficiencies with the cost of the corrections borne by the Grantee.

- j) Grantee will remove from Grantor's Parcel all construction debris it causes, including but not limited to, all stakes, posts, paper, rubbish, trash, litter and other material so Grantor's Parcel is free from deleterious material at all times.
- k) Grantee shall utilize the "double-ditch" construction method for the installation of the waterline and necessary apparatus within the PERM. ESMT. 1.6190 ACRES. Top soil shall be separated from sub-soil during Grantee's operations and then properly replaced over the surface area following Grantee's operations. Grantee shall remove any rocks which have a diameter in excess of 4" from all final graded areas.

**4) Maintenance Obligation.** Grantee shall be solely responsible, at its sole cost, for maintaining the PERM. ESMT. 1.6190 ACRES in a reasonable manner upon completion of construction of the South Union Road Water Main Extension Project. Grantee shall restore the PERM. ESMT. 1.6190 ACRES and the TEMP. ESMT. 0.9102 ACRES upon completion of construction, to a condition as good as that which existed prior to Grantee entering onto the PERM. ESMT. 1.6190 ACRES and the TEMP. ESMT. 0.9102 ACRES, including seeding and strawing, removing any waste, and keeping the area free from noxious weeds. Said restoration shall occur within 6 months of completion of construction.

**5) Right of Repurchase.** Grantor shall have the right to repurchase the interests granted pursuant to this Agreement for their fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211, but only in the event Grantee decides not to use the property for the purpose stated herein; however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) Grantor declines to repurchase; (ii) Grantor fails to repurchase within 60 days after the Grantee offers the interests for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes Grantor's Parcel; (iv) the Grantor grants or transfers Grantor's Parcel to another; or, (v) upon the expiration of five years from the effective date of this Agreement. Grantor's right of repurchase is not assignable, nor does it run with the land.

**6) Termination for Non-Use / Abandonment.** It is hereby and agreed between the Parties that, following the effective date of this Agreement, should commencement of construction of Grantee's waterline or necessary apparatus not occur within a period of 36 months thereafter, this Agreement shall expire and terminate. Unless caused by natural disaster, act of God or other reasons beyond Grantee's control, it is also hereby agreed between the Parties that (after the initial construction) if there ever is a period of 36 consecutive months where water is not transmitted or

distributed through any lines constructed by Grantee under this Agreement, then this Agreement shall be deemed abandoned.

**7) Liability.** Grantee shall be liable for all damages and losses caused by (or arising out of) or related to the Grantee's (or Grantee's servants, agents, employees, guests, licensees, invitees or independent contractors) actions or omissions upon Grantor's Parcel. Grantee shall ensure that any of Grantee's servants, agents, employees, guests, licensees, invitees or independent contractors who enter Grantor's Parcel on behalf of Grantee shall have commercially appropriate insurance prior to such entry.

**8) Insurance.** Grantee shall obtain and maintain at all times this Agreement is in effect, a policy or policies of insurance as follows:

- (a) Commercial General liability insurance with a limit of \$2,000,000 per occurrence for bodily injury (including death) and for damage to property of any one person, and \$2,000,000 general aggregate, including contractual liability. Damage to persons and property for which commercial general liability insurance shall cover also includes any damage that is caused by any subcontractor or agent of Grantee.
- (b) Commercial automobile liability with a combined single limit of \$2,000,000 each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles;

Grantee shall furnish to Grantor a certificate from an insurance carrier licensed, authorized or permitted to do business in the State of Ohio, evidencing that policies of insurance have been issued to Grantee providing for the insurance listed above and that such policies are in force and name Grantee and its elected and appointed officials, employees, subcontractors and agents, and Grantor and its employees, agents, and lessees, as additional insureds, as well as require thirty (30) days' prior written notice to Grantee and Grantor of any notice of cancellation of or material change to such policy or policies.

**9) No Warranty.** Grantor makes no representation or warranty as to Grantor's title to Grantor's Parcel (PID: 12-34-200-002 (Acct. # 5900646)). It shall be the Grantee's burden and obligation to assure itself of the quality of title to Grantor's Parcel for the purposes and to the

extent deemed necessary by Grantee in order to enter into the Agreement. All payments made to Grantor shall be non-refundable.

**10) Modifications.** Any or all provisions of this Agreement may be amended, terminated, rescinded, released, or otherwise modified, in whole or in part, at any time and from time to time, only by a written document executed and acknowledged by all Parties or their respective successor and assigns. Any modifications must be recorded in the Recorder's Office of Warren County, Ohio.

**11) No Dedication.** Nothing contained in this Agreement is intended nor shall it be construed as a dedication of the PERM. ESMT. 1.6190 ACRES, or any part thereof, or to grant or create any rights in, to or for the benefit of the general public or any third party unless otherwise provided herein.

**12) Covenants to Run with the Land.** This Agreement and the rights granted, and obligations created herein are intended to create benefits, servitudes, rights, obligations, and restrictions with respect to the Parties and they shall run with the land in perpetuity (unless and until modified or terminated in writing by the Parties or the terms of this Agreement); and they shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Provided, however, it is hereby agreed and understood between the Parties that Grantee may not assign any of its rights in this Agreement, without Grantor's written consent.

**13) Notices.** Any notice required or desired to be given shall be deemed given when delivered personally, or mailed by certified or registered mail, return receipt requested, addressed to the following:

To the Grantor:           Shakerland Farms  
5446 Hamilton Road  
Lebanon, Ohio 45036

With a Copy to:       Emens Wolper Jacobs & Jasin  
Attn: Dick Emens and Cody Smith  
One Easton Oval, Suite 550  
Columbus, Ohio 43219

To the Grantee:       Attn. Warren County Sanitary Engineer  
Water and Sewer Department  
406 Justice Drive

Lebanon, OH 45036

**14) Severability.** If any provision of this Agreement is determined to be void and unenforceable by any court of competent jurisdiction, that determination shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

**15) Interpretation, Disputes and Litigation.** This Agreement is entered into in the State of Ohio and shall be interpreted in accordance with the laws of the State of Ohio regardless of choice of law rules, and all disputes and litigation of any kind arising from this Agreement shall be brought in or removed to a court of competent jurisdiction in Warren County, Ohio, unless the Parties mutually agree in writing to first attempt to resolve any dispute by mediation to be conducted in Warren County, Ohio.

**16) Exhibits.** Each exhibit referred to in this Agreement is hereby incorporated herein by reference and made a part hereof.

**17) Recitals.** The Recitals are an integral part of this Agreement.

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**18) Execution by Grantor.**

IN EXECUTION WHEREOF, SHAKERLAND FARMS, LLC, a Limited Liability Company, the Grantor herein, has caused this Agreement to be executed by ANYA SANCHEZ, its MEMBER, on the date stated below, in accordance with a Members Resolution, a copy of which is attached hereto.

SIGNATURE: Anya Sanchez  
NAME: Anya Sanchez  
TITLE: Member  
DATE: 3/25/22

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, that on the 25<sup>th</sup> day of MARCH, 2022, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be ANYA SANCHEZ, whose title is MEMBER, of **Shakerland Farms, a Limited Liability Company**, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of foregoing Agreement is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated therein.

[seal]

Notary Public: Laura M Gray  
My Commission Expires: \_\_\_\_\_

LAURA M GRAY

Notary Public, State of Ohio

My Commission Expires March 28, 2023

[the remainder of this page is blank – signature page only to be signed]

19) Execution by the Grantee.

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, the Grantee herein, has caused this Agreement to be executed by its President or Vice-President, in accordance with Resolution No. 22-0436, dated 3-19-22

SIGNATURE: [Signature]  
NAME: Tom Grossmann  
TITLE: President  
DATE: 3-29-22

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 29 day of March, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tom Grossmann, whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.



KRYSTAL LYNN POWELL  
NOTARY PUBLIC - STATE OF OHIO  
Comm. No. 2021-RE-834366  
My Commission Expires July 15, 2026

Notary Public: Krystal Lynn Powell  
My Commission Expires: JULY 15, 2026

Prepared and approved by:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Bruce A. McGary, Asst. Pros.  
Date: 3/22/2022

## **EXHIBIT "A"**

### **WATER LINE EASEMENT**

Situate in the County of Warren, State of Ohio, Township of Turtlecreek, City of Monroe, and in Section 35, T4E, R3N and being part of a 529.5621 acre tract of land, as conveyed to Shakerland Farms Partnership, by deed recorded in Deed Book Vol. 391, Pg. 415 of the Deed Records of Warren County, Ohio.

#### **PERMANENT EASEMENT**

**BEGINNING** at a found stone located at the southwest corner of Section 35, said stone also being the northeast corner of Section 4, southeast corner of Section 5, northwest corner of section 34 and a westerly corner of said 529.5621 acre tract; thence N 44°17'44" E a distance of 24.09 feet to a point;

Thence N 05°46'31" E a distance of 97.37 feet to a point located on the east Right-of-Way line of S. Union Rd.;

Thence along said east Right-of-Way line N 05°46'31" E a distance of 2,521.88 feet to a point;

Thence continuing along said east Right-of-Way N 05°46'53" E a distance of 990.26 feet to a point;

Thence leaving said east Right-of-Way line N 05°46'53" E a distance of 39.80 feet to a point;

Thence N 03°49'25" W a distance of 19.53 feet to a point;

Thence N 19°11'33" W a distance of 27.67 feet to the west line of said 529.5621 acre tract, said point also being located on the west line of Section 35;

Thence along said west line N 05°47'15" E a distance of 55.05 feet to a point;

Thence leaving said west line S 05°24'07" E a distance of 34.60 feet to a point;

Thence S 19°11'33" E a distance of 45.99 feet to a point;

Thence S 3°49'25" E a distance of 52.78 feet to a point;

Thence running parallel to said east Right-of-Way line S 5°46'53" W a distance of 1001.77 feet to a point;

Thence S 5°46'31" W a distance of 1892.61 feet to a point;

Thence S 50°46'26" W a distance of 21.21 feet to a point;

Thence running parallel to said east Right-of-Way line S 5°46'31" W a distance of 239.74 feet to a point;

Thence S 39°31'44" E a distance of 21.10 feet to a point;

Thence running parallel to said east Right-of-Way line S 5°46'31" W a distance of 411.16 feet to a point;

Thence S 44°17'44" W a distance of 25.16 feet to a point located on the south line of said 529.5621 acre tract and the south line of Section 35;

Thence along said south line N 84°48'23" W a distance of 19.33 feet and returning to the **POINT OF BEGINNING**, containing 1.6190 acres, more or less, subject to all easements, restrictions, conditions and legal highways of record pertaining to the parent tract.

This description is based on a field survey made in March 2020 and is **further shown on attached Exhibit(s) "B-1 thru B-8"**.

TEMPORARY CONSTRUCTION EASEMENT

In addition to the above described permanent easement, a temporary construction easement of varying widths consisting of 0.9120 acres is provided for the purpose of constructing said water main, shown graphically on attached Exhibit(s) "B-1 thru B-8".

The above described permanent easement and temporary construction easement are wholly contained within Warren County, Ohio Parcel Identification Number: 12-34-200-0020 (529.5621 acre parcel) as assigned by the Warren County Ohio Auditor and is outside of the present road right-of-way.

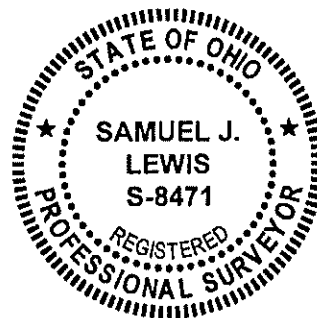
The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone (NAD83).

**JONES WARNER CONSULTANTS, INC.**



Samuel J. Lewis

Ohio Registered Land Surveyor No. 8471





LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	24.09'	N 44°17'44" E
L2	97.37'	N 5°46'31" E
L11	19.33'	N 84°48'23" W

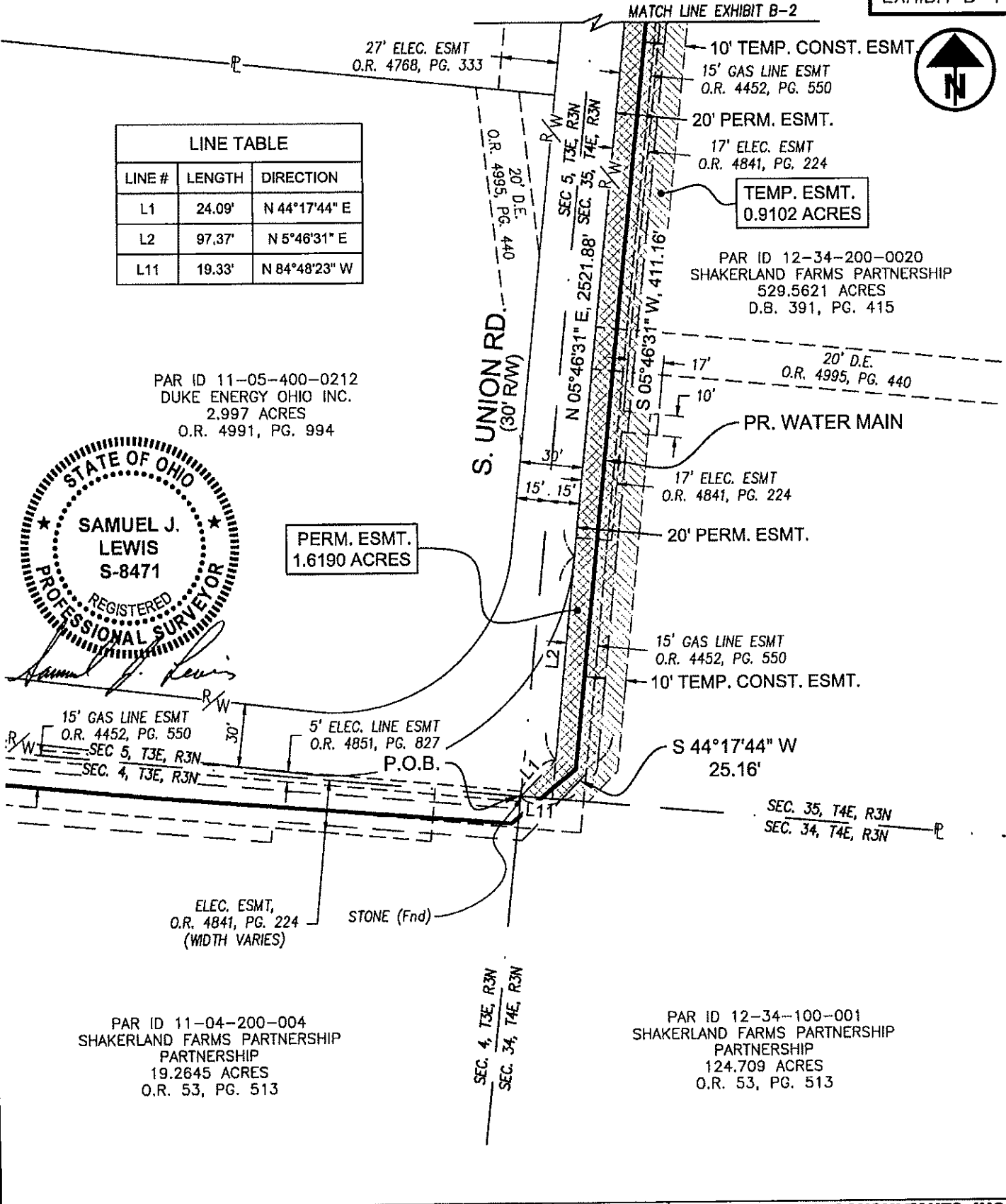
PAR ID 11-05-400-0212  
DUKE ENERGY OHIO INC.  
2.997 ACRES  
O.R. 4991, PG. 994



PERM. ESMT.  
1.6190 ACRES

TEMP. ESMT.  
0.9102 ACRES

PAR ID 12-34-200-0020  
SHAKERLAND FARMS PARTNERSHIP  
529.5621 ACRES  
D.B. 391, PG. 415



PAR ID 11-04-200-004  
SHAKERLAND FARMS PARTNERSHIP  
PARTNERSHIP  
19.2645 ACRES  
O.R. 53, PG. 513

PAR ID 12-34-100-001  
SHAKERLAND FARMS PARTNERSHIP  
PARTNERSHIP  
124.709 ACRES  
O.R. 53, PG. 513

WATER LINE EASEMENT  
WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS

PID: 12-34-200-0020  
SHAKERLAND FARMS PARTNERSHIP

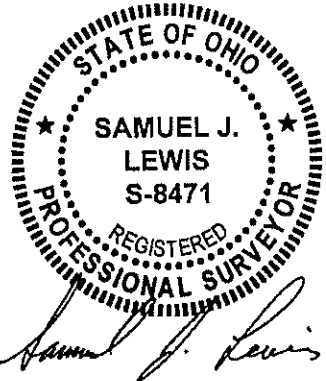
SCALE:  
1" = 60'

DATE:  
8/12/2021

**JONES WARNER CONSULTANTS, INC.**  
CONSULTING ENGINEERS  
8401 CLAUDE THOMAS RD., SUITE 51  
FRANKLIN, OHIO 45005  
PH: (655) 704-5924 FAX: (937) 704-9949  
EMAIL: JWC@joneswarner.com  
VISIT US AT: www.joneswarner.com

LINE TABLE		
LINE #	LENGTH	DIRECTION
L9	21.21'	S 50°46'26" W
L10	21.10'	S 39°31'44" E

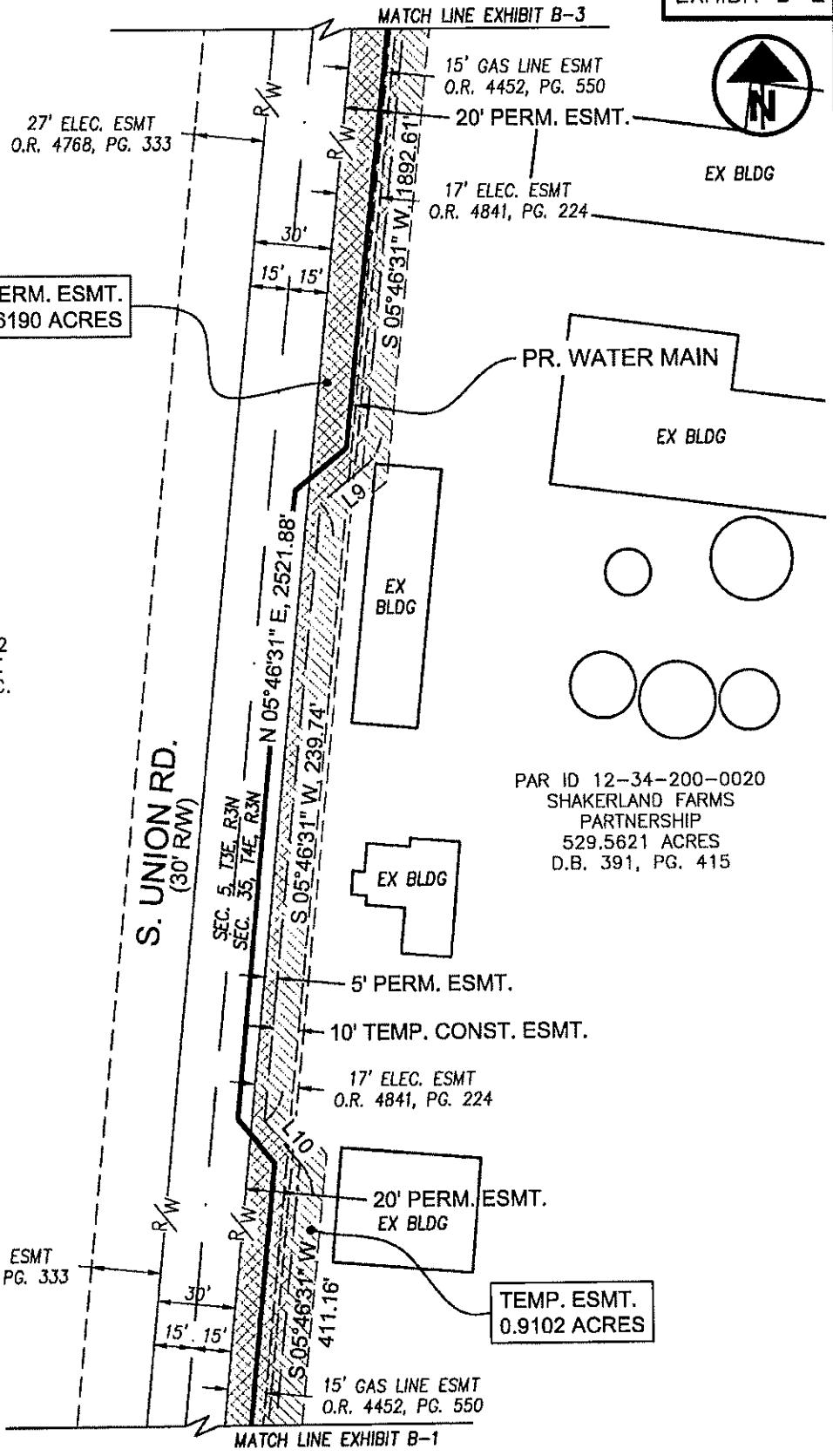
PAR ID 11-05-400-0272  
 PARK NORTH AT MONROE  
 OWNERS ASSOCIATION, INC.  
 D.N. 2018-005555  
 12.86 ACRES



PERM. ESMT.  
 1.6190 ACRES

PR. WATER MAIN  
 EX BLDG

PAR ID 12-34-200-0020  
 SHAKERLAND FARMS  
 PARTNERSHIP  
 529.5621 ACRES  
 D.B. 391, PG. 415



WATER LINE EASEMENT  
 WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS

PID: 12-34-200-0020  
 SHAKERLAND FARMS PARTNERSHIP

SCALE:  
 1" = 60'

DATE:  
 8/12/2021

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 EMAIL: JWC@joneswarner.com  
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MATCH LINE EXHIBIT B-4

20' PERM. ESMT.  
 15' GAS LINE ESMT  
 O.R. 4452, PG. 550  
 10' TEMP. CONST. ESMT.

PERM. ESMT.  
 1.6190 ACRES

EX 180' CG&E ESMT  
 DB 342, PG. 185  
 DB 192, PG. 571

PAR ID 11-05-400-0271  
 PARK NORTH AT MONROE  
 OWNERS ASSOCIATION, INC.  
 D.N. 2018-005555  
 12.86 ACRES

PAR ID  
 12-34-200-0020  
 SHAKERLAND FARMS  
 PARTNERSHIP  
 529.5621 ACRES  
 D.B. 391, PG. 415



27' ELEC. ESMT  
 O.R. 4768, PG. 333

S. UNION RD.  
 (30' RW)

PR. WATER MAIN

TEMP. ESMT.  
 0.9102 ACRES

EX 35'x10' ELEC. ESMT.  
 O.R. 4841, PG. 224

20' PERM. ESMT.  
 10' TEMP. CONST. ESMT.

15' GAS LINE ESMT  
 O.R. 4452, PG. 550

17' ELEC. ESMT  
 O.R. 4841, PG. 224

SEC. 5, T3E, R3N  
 SEC. 35, T4E, R3N  
 N 05°46'31" E, 2521.88' SEC. 5  
 S 05°46'31" W, 1892.61' SEC. 35

MATCH LINE EXHIBIT B-2

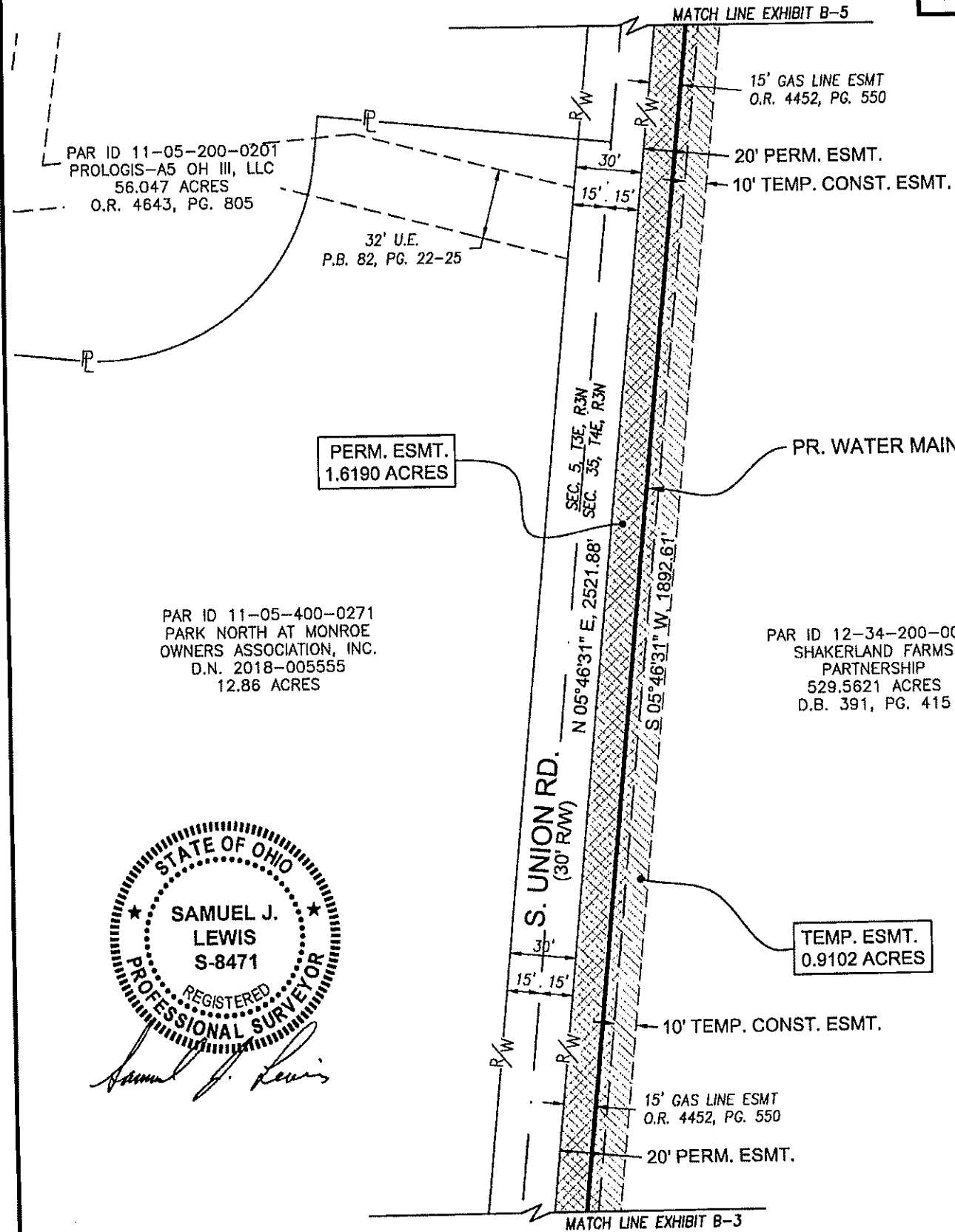
WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS  
 WATER LINE EASEMENT

SCALE:  
 1" = 60'

**JONES WARNER CONSULTANTS, INC.**  
 CONSULTING ENGINEERS  
 8401 CLAUDE THOMAS RD., SUITE 51  
 FRANKLIN, OHIO 45005  
 PH: (655) 704-5924 FAX: (937) 704-9949  
 EMAIL: JWC@joneswarner.com  
 VISIT US AT: www.joneswarner.com

SHAKERLAND FARMS PARTNERSHIP  
 PID: 12-34-200-0020

DATE:  
 8/12/2021



PAR ID 11-05-200-0201  
PROLOGIS-A5 OH III, LLC  
56.047 ACRES  
O.R. 4643, PG. 805

32' U.E.  
P.B. 82, PG. 22-25

PERM. ESMT.  
1.6190 ACRES

PAR ID 11-05-400-0271  
PARK NORTH AT MONROE  
OWNERS ASSOCIATION, INC.  
D.N. 2018-005555  
12.86 ACRES

15' GAS LINE ESMT  
O.R. 4452, PG. 550

20' PERM. ESMT.  
10' TEMP. CONST. ESMT.

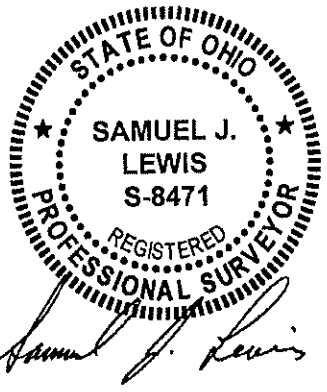
PR. WATER MAIN

PAR ID 12-34-200-0020  
SHAKERLAND FARMS  
PARTNERSHIP  
529.5621 ACRES  
D.B. 391, PG. 415

TEMP. ESMT.  
0.9102 ACRES

15' GAS LINE ESMT  
O.R. 4452, PG. 550

20' PERM. ESMT.



WATER LINE EASEMENT  
WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS

PID: 12-34-200-0020  
SHAKERLAND FARMS PARTNERSHIP

SCALE:  
1" = 60'

DATE:  
8/12/2021

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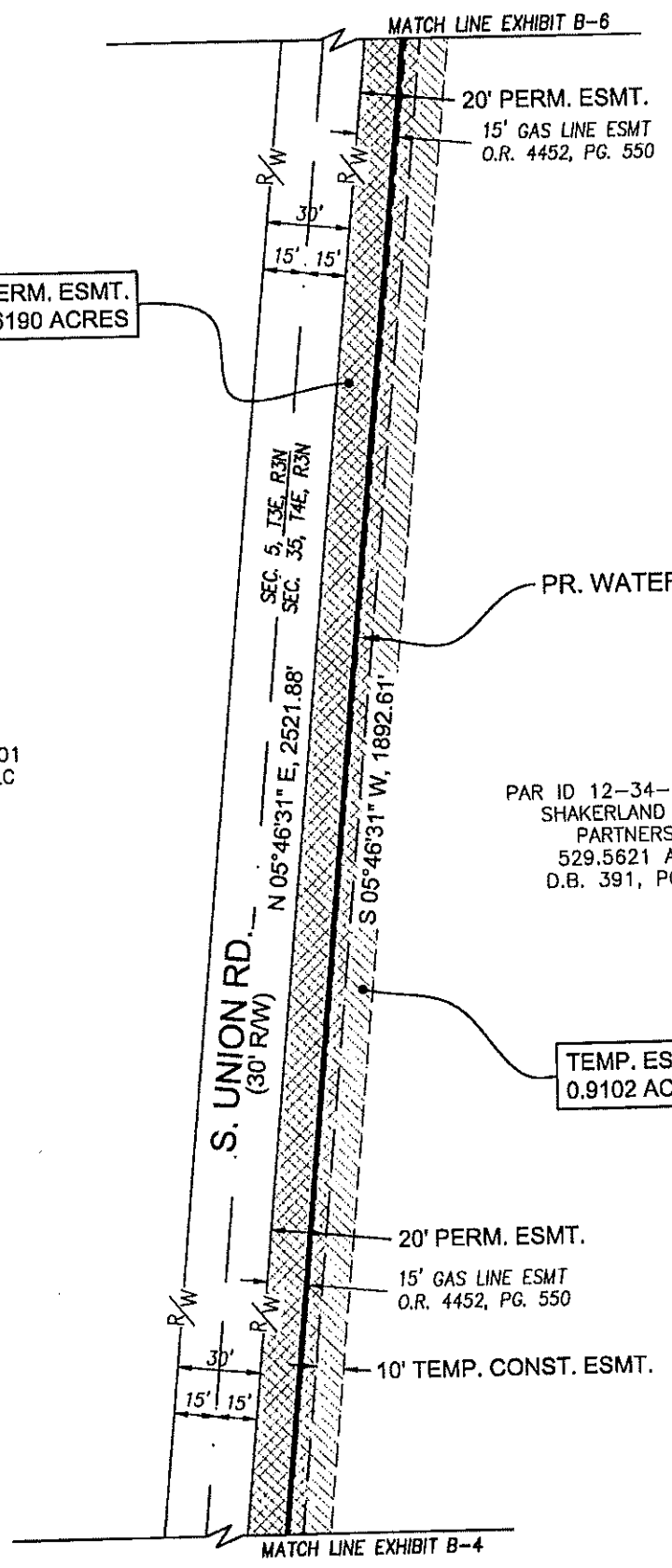


PERM. ESMT.  
1.6190 ACRES

PAR ID 11-05-200-0201  
PROLOGIS-A5 OH III, LLC  
56.047 ACRES  
O.R. 4643, PG. 805

PAR ID 12-34-200-0020  
SHAKERLAND FARMS  
PARTNERSHIP  
529.5621 ACRES  
D.B. 391, PG. 415

STATE OF OHIO  
SAMUEL J. LEWIS  
S-8471  
REGISTERED PROFESSIONAL SURVEYOR  
*Samuel J. Lewis*



WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS  
WATER LINE EASEMENT

PID: 12-34-200-0020  
SHAKERLAND FARMS PARTNERSHIP

SCALE:  
1" = 60'

DATE:  
8/12/2021

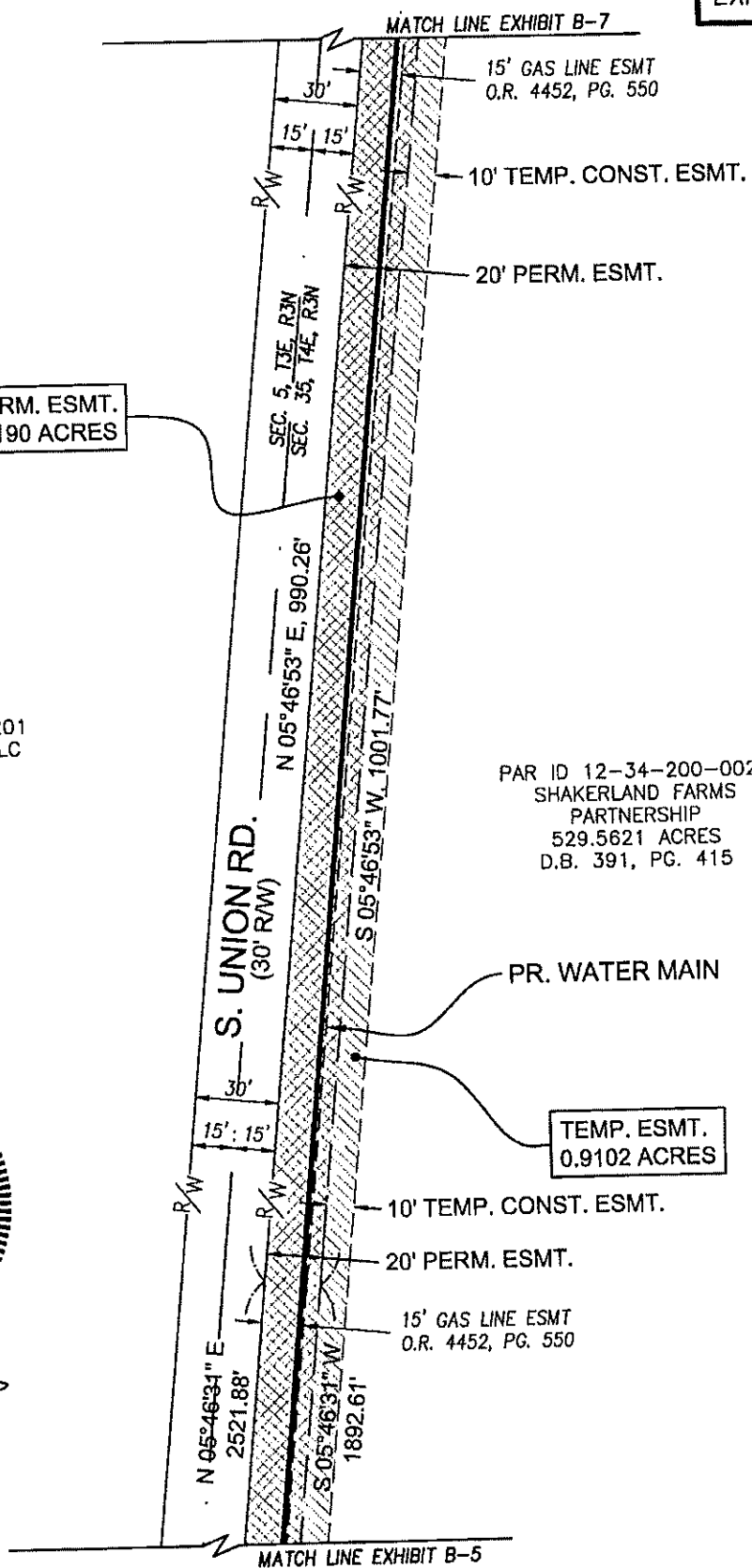
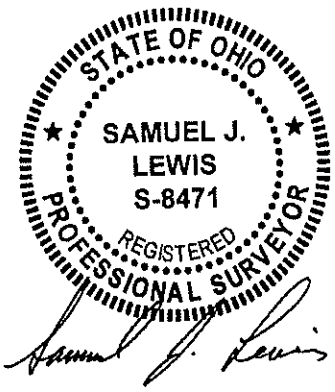
**JONES WARNER CONSULTANTS, INC.**  
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EMAIL: JWCIO@joneswarner.com  
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PERM. ESMT.  
1.6190 ACRES

PAR ID 11-05-200-0201  
PROLOGIS-A5 OH III, LLC  
56.047 ACRES  
O.R. 4643, PG. 805

PAR ID 12-34-200-0020  
SHAKERLAND FARMS  
PARTNERSHIP  
529.5621 ACRES  
D.B. 391, PG. 415



WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS

WATER LINE EASEMENT

PID: 12-34-200-0020  
SHAKERLAND FARMS PARTNERSHIP

SCALE:  
1" = 60'

DATE:  
8/12/2021

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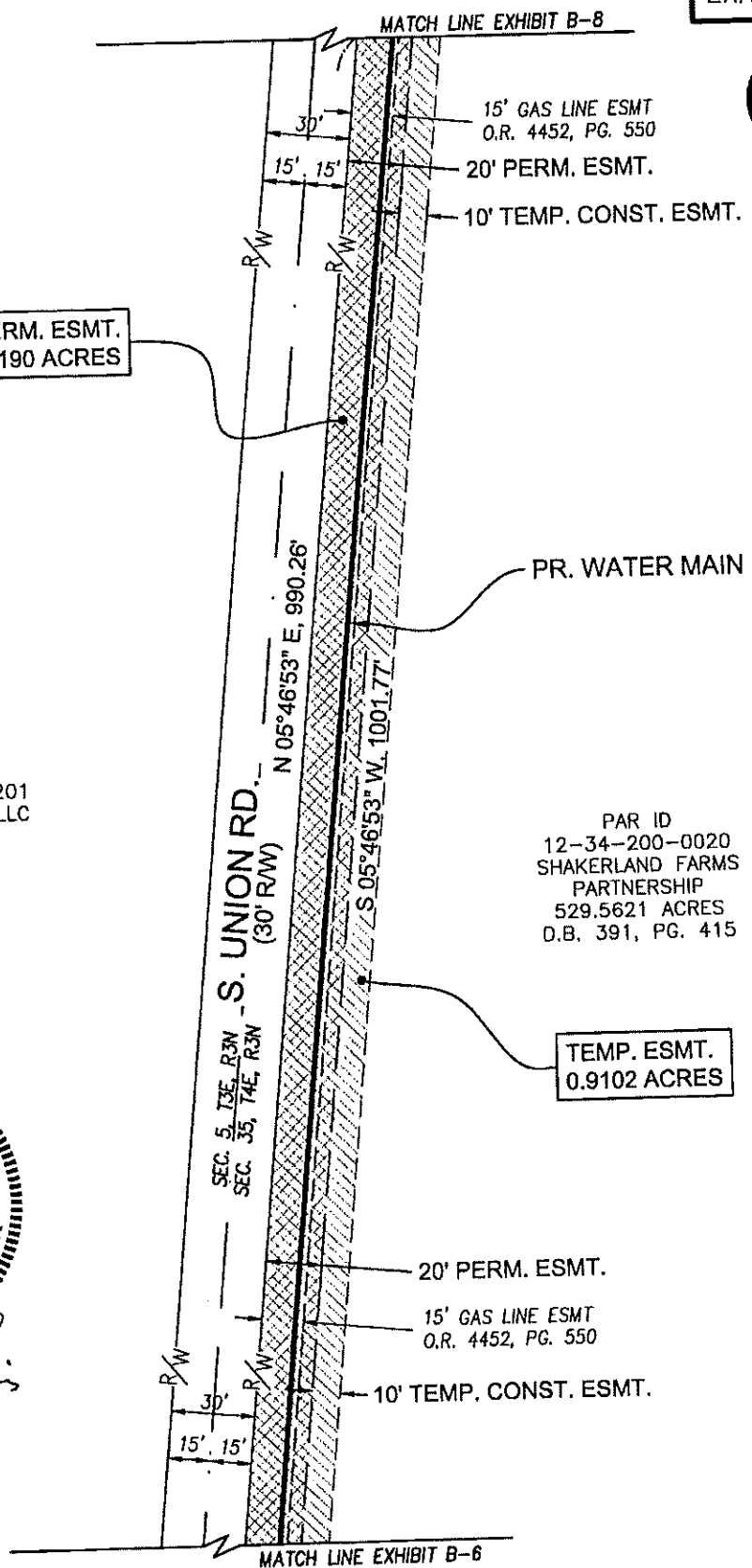
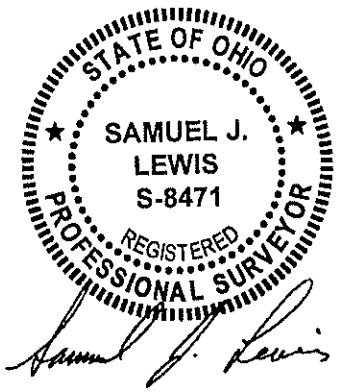
PERM. ESMT.  
1.6190 ACRES

PR. WATER MAIN

TEMP. ESMT.  
0.9102 ACRES

PAR ID 11-05-200-0201  
PROLOGICS-A5 OH III, LLC  
56.047 ACRES  
O.R. 4643, PG. 805

PAR ID  
12-34-200-0020  
SHAKERLAND FARMS  
PARTNERSHIP  
529.5621 ACRES  
D.B. 391, PG. 415



WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS

SCALE:  
1" = 60'

**JONES WARNER CONSULTANTS, INC.**

PID: 12-34-200-0020  
SHAKERLAND FARMS PARTNERSHIP

DATE:  
8/12/2021

**CONSULTING ENGINEERS**  
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FRANKLIN, OHIO 45005  
PH: (855) 704-5924 FAX: (937) 704-9949  
EMAIL: JWC@joneswarner.com  
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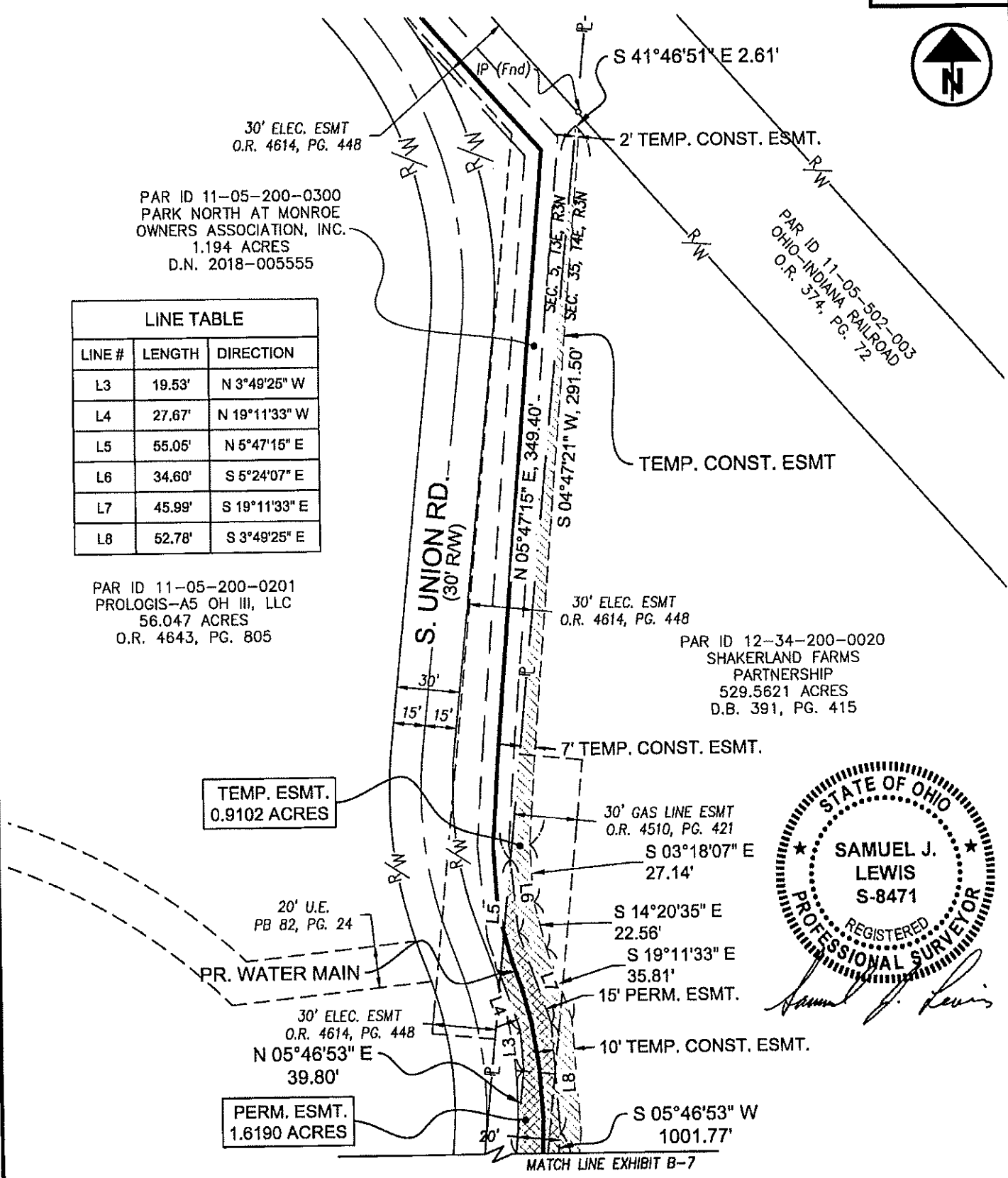


PAR ID 11-05-200-0300  
 PARK NORTH AT MONROE  
 OWNERS ASSOCIATION, INC.  
 1.194 ACRES  
 D.N. 2018-005555

LINE TABLE		
LINE #	LENGTH	DIRECTION
L3	19.53'	N 3°49'25" W
L4	27.67'	N 19°11'33" W
L5	55.05'	N 5°47'15" E
L6	34.60'	S 5°24'07" E
L7	45.99'	S 19°11'33" E
L8	52.78'	S 3°49'25" E

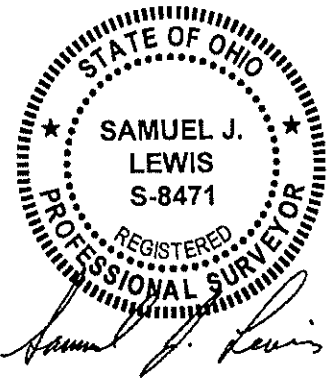
PAR ID 11-05-200-0201  
 PROLOGIS-A5 OH III, LLC  
 56.047 ACRES  
 O.R. 4643, PG. 805

PAR ID 12-34-200-0020  
 SHAKERLAND FARMS  
 PARTNERSHIP  
 529.5621 ACRES  
 D.B. 391, PG. 415



TEMP. ESMT.  
 0.9102 ACRES

PERM. ESMT.  
 1.6190 ACRES



WATER LINE EASEMENT WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS  PID: 12-34-200-0020 SHAKERLAND FARMS PARTNERSHIP	SCALE: 1" = 60'	<b>JONES WARNER CONSULTANTS, INC.</b> CONSULTING ENGINEERS 8401 CLAUDE THOMAS RD., SUITE 51 FRANKLIN, OHIO 45005 PH: (855) 704-5924 FAX: (937) 704-9949 EMAIL: JWC@joneswarner.com VISIT US AT: www.joneswarner.com
	DATE: 8/12/2021	

## Waterline Easement and Colocation Authorization Agreement

---

THIS WATERLINE EASEMENT AND COLOCATION AUTHORIZATION AGREEMENT (the "Agreement"), is made and entered into as of the date(s) stated below, and effective upon its recording of public record, by and between SHAKERLAND FARMS, LLC, a Limited Liability Company, whose mailing address is 5446 Hamilton Road, Lebanon, OH 45036 (the "Grantor"), and the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, an Ohio county and political subdivision (the "Grantee"), whose mailing address for all purposes herein is c/o Warren County Water & Sewer Department, 406 Justice Drive, Lebanon, OH 45036. Both Grantor and Grantee may be referred to jointly as the "Parties".

### RECITALS

A. Grantor received a general warranty deed dated 3/14/1980, and recorded 3/14/1980, in Vol. 53, Page 513, of the Official Records of Warren County, Ohio Recorder's Office, as to a 124.709 acre parcel, identified as PID: 12-34-100-001 (Acct # 5900670) and a 19.2645 acre parcel, identified as PID: 11-04-200-004 (Acct. # 5900654) (collectively the "Grantor's Parcel");

B. Grantee desires to acquire from Grantor a permanent waterline easement parallel to the eastern boundary of the right-of-way of South Union Road adjacent to the currently existing Duke Energy easement that varies in width on Grantor's Parcel ("Permanent Easement") so that Grantee may be entitled to construct one waterline and necessary apparatus for the benefit of Warren County's South Union Road Water Main Extension Project which waterline shall have an outside diameter no larger than seventeen and four tenths inches (17.4") and be buried so that the top of said waterline is at least fifty-four inches (54") below grade;

C. Grantee represents that it has determined via Grantee's Resolution No. 21-0970, dated July 20, 2021, that it is necessary for Grantor to grant the Permanent Easement to Grantee;

D. Grantee further desires to acquire from Grantor a temporary construction easement parallel and adjacent to the boundary of Permanent Easement that varies in width on Grantor's Parcel ("Temporary Construction Easement");

E. To comply with Grantor's request that only one permanent easement be granted on Grantor's Parcel, Grantee desires that Grantor authorize Grantee to grant an exclusive license for the colocation of electric utility lines and necessary apparatus within a 10 ft. corridor of the Permanent Easement being granted herein (the "Colocation Authorization") only on Grantor's 19.2645 acre parcel, identified as PID: 11-04-200-004 (Acct. # 5900654) from the point of beginning at the intersection of Nickel Road and South Union Road to the Duke Energy of Ohio, Inc.'s Substation located at 895 South Union Road (Monroe Corporation/Turtlecreek Township, Warren County) solely in order to transfer solar energy harvested from a solar array to be constructed on the Cincinnati Zoo properties, located at 5709 Hamilton Road and 5922 Hamilton Road, Turtlecreek Township, Warren County; and

F. Grantor agrees to grant the Permanent Easement, the Temporary Construction Easement, and the Colocation Authorization in accordance with the terms and conditions contained in this Agreement.

#### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants, conditions, and agreements contained herein, the sum of Nine Thousand, Two Hundred Dollars (\$ 9,200), the receipt and sufficiency of which are hereby stipulated, the Parties agree to the following terms and conditions with the intent of being legally bound.

**1. Grant of Permanent Easement.** Grantor grants, for the benefit of the Grantee, the Permanent Easement on, across and under that limited part of Grantor's Parcel as particularly described on the metes and bounds description attached hereto as Exhibit "A" and further illustrated on the drawings attached hereto as Exhibits "B-1, B-2, B-3, B-4 and B-5" totaling 1.5326 acres in area that varies in width from 25' PERM. ESMT. to 15' PERM. ESMT. (the "PERM. ESMT. 1.5326 ACRES"), for the Grantee and its employees, contractors, subcontractors, and other agents to access, survey, construct, use, operate, inspect, maintain, and keep in repair thereon, replace and remove or remove one waterline and necessary apparatus relating to the South Union Road Water Main Extension Project, subject to the applicable terms and conditions set forth in this Agreement.

**2. Grant of Temporary Construction Easement.** Grantor also grants, for the benefit of the Grantee, the Temporary Construction Easement on, across and under that limited part of Grantor's Parcel as illustrated on the drawings attached hereto as Exhibits "B-1, B-2, B-3, B-4 and B-5". The Temporary Construction Easement consists of the following three temporary construction easements: a) a 10 ft. temporary construction easement containing 0.4422 acres (the "TEMP. ESMT. 0.4422 ACRES"); b) a 10 ft. temporary construction easement containing 0.6260 acres (the TEMP.

ESMT. 0.6260 ACRES"); and, c) a temporary construction easement containing 0.0540 acres (the "TEMP. ESMT. 0.0540 ACRES") (collectively the "TEMP. ESMT. 1.1222 ACRES") for the Grantee and its employees, contractors, subcontractors, and other agents to access and conduct all construction related activities relating to the South Union Road Water Main Extension Project subject to the applicable terms and conditions set forth in this Agreement. The TEMP. ESMT. 1.1222 ACRES shall terminate without any further notice being filed of public record on the date of completion of the South Union Road Water Main Extension Project, or December 31, 2024, whichever is earlier.

**3. Grant of Colocation Authorization.** Grantor hereby authorizes Grantee to grant an exclusive license for the colocation of electric utility lines and necessary apparatus to CZ Solar Warren, LLC (the "Licensee") within the eastern 10 ft. corridor of the PERM. ESMT. 1.5326 ACRES only on Grantor's 19.2645 acre parcel, identified as PID: 11-04-200-004 (Acct. # 5900654) from the point of beginning at the intersection of Nickel Road and South Union Road to the Duke Energy of Ohio, Inc.'s Substation located at 895 South Union Road for the sole purpose to transfer solar energy harvested from a solar array to be constructed on the Cincinnati Zoo properties, located at 5709 Hamilton Road and 5922 Hamilton Road (the "License and Indemnification Agreement"). Grantor acknowledges that it has reviewed the separate License & Indemnification Agreement to be recorded after this instrument for said purposes, and consents to its form and content. Grantor shall be entitled to receive compensation direct from the Licensee for Licensee's use of the license area. Grantee shall provide written verification from Grantor that Grantor has received such compensation, prior to Grantee issuing a license to the Licensee. As such, Grantor agrees to provide Licensee notice of any default by Grantee under this Agreement, and provide Licensee with the right to cure any such default that is not cured by Grantee. Such opportunity to cure shall be provided to Licensee prior to any attempted termination of this Agreement by Grantor.

**4. Terms and Conditions.** The grant of Permanent Easement and Temporary Construction Easement as provided in paragraphs 1 and 2 above, shall be subject to the following terms and conditions:

- a) Grantee may use the PERM. ESMT. 1.5326 ACRES and the TEMP. ESMT. 1.1222 ACRES for the sole and only purpose to construct, operate, maintain, repair, and replace one waterline and necessary apparatus for the benefit of Warren County's South Union Road Water Main Extension Project. Grantee may not install any communication or other utility facilities within the PERM. ESMT. 1.5326 ACRES or the TEMP. ESMT. 1.1222 ACRES without Grantor's written consent. Further, no other uses not expressly granted herein are permitted under this Agreement, even if such uses impose no greater burden on Grantor or Grantor's Parcel.

- b) Grantee may not change the location of the PERM. ESMT. 1.5326 ACRES or the TEMP. ESMT. 1.1222 ACRES without Grantor's written consent.
  - c) Grantee shall have the right to use only the PERM. ESMT. 1.5326 ACRES and the TEMP. ESMT. 1.1222 ACRES. Any access by Grantee on, across or through Grantor's Parcel other than the PERM. ESMT. 1.5326 ACRES or the TEMP. ESMT. 1.1222 ACRES shall be permitted only by Grantor's written consent.
  - d) No person or entity using the PERM. ESMT. 1.5326 ACRES or the TEMP. ESMT. shall do so in any manner as to hinder or prohibit or unreasonably interfere with, block, or interrupt the use of Grantor's Parcel by Grantor, or its agents or lessees, or Grantee and its employees, agents, contractors, subcontractors or agents.
  - e) Notwithstanding anything to the contrary, Grantor reserves the right to use the PERM. ESMT. 1.5326 ACRES and the TEMP. ESMT. 1.1222 ACRES for any and all purposes that do not interfere with Grantee's use thereof, including, but not limited to, conducting agricultural practices, planting gardens, planting lawns, play areas, sports fields, walking or riding trails, grazing livestock, installing fences, installing drainage tile, installing or improving existing private streets whether gravel, paved, or other, installing or improving roads whether gravel, paved, or other, installing or improving driveways whether gravel, paved, or other, installing or improving walks whether gravel, paved, or other, granting additional easements that do not, in any way, interfere with, restrict or otherwise limit the rights granted herein, and other uses. Provided, however, Grantor shall not construct any buildings, structures, walls, impound water, or plant any trees, shrubs, or other nonagricultural vegetation in the PERM. ESMT. 1.5326 ACRES, and Grantee shall have the right to cut, trim and remove any trees, branches, or other obstructions within the limits of the PERM. ESMT. 1.5326 ACRES, which in the sole opinion of Grantee may endanger the safety or, or interfere with the construction, use, operation, inspection, maintenance, repairs or replacement of the waterline and necessary apparatus. It is agreed Grantor, and only Grantor, may farm the PERM. ESMT. 1.5326 ACRES and the TEMP. ESMT. 1.1222 ACRES and receive carbon credits.
  - f) Grantee agrees to use its best efforts in its construction, operations, or other activities on the PERM. ESMT. 1.5326 ACRES and the TEMP. ESMT. 1.1222 ACRES to limit the amount of soil compaction it causes to Grantor's Parcel. Recognizing that some compaction will occur and reduce crop production, Grantee
-



shall pay One Thousand, One Hundred Dollars (\$1,100) to Grantor at the time of execution of this Agreement.

- g) Grantee agrees to compensate Grantor for any and all crop damage it causes on Grantor's Parcel. For the period during construction the Grantor agrees not to perform agricultural practices on the PERM. ESMT. 1.5326 ACRES and the TEMP. ESMT. 1.1222 ACRES and, as compensation, the Grantee agrees to pay Grantor FIVE HUNDRED DOLLARS (\$500) equating to a unit compensation of approximately \$200 per acre of the PERM. ESMT. 1.5326 ACRES and the TEMP. ESMT. 1.1222 ACRES; said payment is in addition to any other payments provided for in this Agreement.
- h) Grantee shall repair, replace and be liable to Grantors for any and all damages or injury to persons or property of any kind or character, caused by Grantee's activities related to the PERM. ESMT. 1.5326 ACRES and the TEMP. ESMT. 1.1222 ACRES. If Grantee repairs or replaces a damage item, Grantor shall have the right to approve the repair or replacement. If Grantee does not repair or replace a damaged item after Grantor gives Grantee 30 days prior written notice, Grantee shall pay Grantor for any and all damages promptly thereafter.
- i) Notwithstanding anything to the contrary, in the event drainage tile is damaged on Grantor's Parcel by Grantee, Grantee agrees to contract a drain tile contractor of Grantor's choosing to complete the repair at Grantee's cost. Upon completion of the construction, the Grantee shall restore the grade, elevation, and contour of the PERM. ESMT. 1.6190 ACRES and TEMP. ESMT. 0.9102 ACRES to the same or similar preconstruction grade, elevation, and contours. Grantor shall review and approve the final grading. Provided, however, if the Grantee does not correct deficiencies within 30 days prior written notice, Grantor may correct the deficiencies with the cost of the corrections borne by the Grantee.
- j) Grantee will remove from Grantor's Parcel all construction debris it causes, including but not limited to, all stakes, posts, paper, rubbish, trash, litter, and other material so Grantor's Parcel is free from deleterious material at all times.
- k) Grantee shall utilize the "double-ditch" construction method for the installation of the waterline and necessary apparatus within the PERM. ESMT. 1.5326 ACRES. Topsoil shall be separated from sub-soil during Grantee's operations and then properly replaced over the surface area following Grantee's operations. Grantee

shall remove any rocks which have a diameter in excess of 4" from all final graded areas.

- 1) The use of "exclusive" in this Agreement does not restrict Grantor from granting easements on or across the PERM. ESMT. 1.6190 ACRES and TEMP. ESMT. 0.9102 ACRES.

**5) Maintenance Obligation.** Grantee and its Colocator shall be solely responsible, at its sole cost, for maintaining the PERM. ESMT. 1.5326 ACRES in a reasonable manner upon completion of construction of the South Union Road Water Main Extension Project. Grantee shall restore the PERM. ESMT. 1.5326 ACRES and the TEMP. ESMT. 1.1222 ACRES upon completion of construction, to a condition as good as that which existed prior to Grantee entering onto the PERM. ESMT. 1.5326 ACRES and the TEMP. ESMT. 1.1222 ACRES, including seeding and strawing, removing any waste, and keeping the area free from noxious weeds. Said restoration shall occur within 6 months of completion of construction.

**6) Right of Repurchase.** Grantor shall have the right to repurchase the interests granted pursuant to this Agreement for their fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211, but only in the event Grantee or Licensee decides not to use the property for the purpose stated herein or in the License and Indemnification Agreement, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) Grantor declines to repurchase; (ii) Grantor fails to repurchase within 60 days after the Grantee offers the interests for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes Grantor's Parcel; (iv) the Grantor grants or transfers Grantor's Parcel to another; or, (v) upon the expiration of five years from the effective date of this Agreement. Grantor's right of repurchase is not assignable, nor does it run with the land.

**7) Termination for Non-Use / Abandonment.** It is hereby and agreed between the Parties that, following the effective date of this Agreement, should commencement of construction of Grantee's waterline or necessary apparatus not occur within a period of 36 months thereafter, this Agreement shall expire and terminate, at which time the exclusive license granted under the License and Indemnification Agreement shall immediately convert to an independent easement and continue in full force and effect. Unless caused by natural disaster, act of God or other reasons beyond Grantee's control, it is also hereby agreed between the Parties that (after the initial construction) if there ever is a period of 36 consecutive months where water is not transmitted or distributed through any lines constructed by Grantee under this Agreement, then this Agreement shall be deemed abandoned, at which time the exclusive license granted under the License and

Indemnification Agreement shall immediately convert to an independent easement and continue in full force and effect.

**8) Liability.** Grantee shall be liable for all damages and losses caused by (or arising out of) or related to the Grantee's (or Grantee's servants, agents, employees, guests, licensees, invitees, or independent contractors) actions or omissions upon Grantor's Parcel. Grantee shall ensure that any of Grantee's servants, agents, employees, guests, licensees, invitees, or independent contractors who enter Grantor's Parcel on behalf of Grantee shall have commercially appropriate insurance prior to such entry.

**9) Insurance.** Grantee shall obtain and maintain at all times this Agreement is in effect, a policy or policies of insurance as follows:

- (a) Commercial General liability insurance with a limit of \$2,000,000 per occurrence for bodily injury (including death) and for damage to property of any one person, and \$2,000,000 general aggregate, including contractual liability. Damage to persons and property for which commercial general liability insurance shall cover also includes any damage that is caused by any subcontractor or agent of Grantee.
- (b) Commercial automobile liability with a combined single limit of \$2,000,000 each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles.

Grantee shall furnish to Grantor a certificate from an insurance carrier licensed, authorized, or permitted to do business in the State of Ohio, evidencing that policies of insurance have been issued to Grantee providing for the insurance listed above and that such policies are in force and require thirty (30) days' prior written notice to Grantor of any notice of cancellation of or material change to such policy or policies.

**10) No Warranty.** Grantor makes no representation or warranty as to Grantor's title to Grantor's Parcel (PID: 12-34-100-001 (Acct # 5900670) and PID: 11-04-200-004 (Acct. # 5900654)). It shall be the Grantee's burden and obligation to assure itself of the quality of title to Grantor's Parcel for the purposes and to the extent deemed necessary by Grantee in order to enter into the Agreement. All payments made to Grantor shall be non-refundable.

**11) Modifications.** Any or all provisions of this Agreement may be amended, terminated, rescinded, released, or otherwise modified, in whole or in part, at any time and from time to time, only by a written document executed and acknowledged by Grantor, Grantee, and Licensee or their respective successor and assigns. Any modifications must be recorded in the Recorder's Office of Warren County, Ohio.

**12) No Dedication.** Nothing contained in this Agreement is intended nor shall it be construed as a dedication of the PERM. ESMT. 1.5326 ACRES, or any part thereof, or to grant or create any rights in, to or for the benefit of the general public, or any third party unless otherwise provided herein.

**13) Covenants to Run with the Land.** This Agreement and the rights granted, and obligations created, herein are intended to create benefits, servitudes, rights, obligations, and restrictions with respect to the Parties and they shall run with the land in perpetuity (unless and until modified or terminated in writing by the Parties or the terms of this Agreement); and they shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Provided, however, it is hereby agreed and understood between the Parties that Grantee may not assign any of its rights in this Agreement, without Grantor's written consent.

**14) Notices.** Any notice required or desired to be given shall be deemed given when delivered personally, or mailed by certified or registered mail, return receipt requested, addressed to the following:

To the Grantor:	Shakerland Farms 5446 Hamilton Road Lebanon, Ohio 45036
With a Copy to:	Emens Wolper Jacobs & Jasin Attn: Dick Emens and Cody Smith One Easton Oval, Suite 550 Columbus, Ohio 43219
To the Grantee:	Attn. Warren County Sanitary Engineer Water and Sewer Department 406 Justice Drive Lebanon, OH 45036

**15) Severability.** If any provision of this Agreement is determined to be void and unenforceable by any court of competent jurisdiction, that determination shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

**16) Interpretation, Disputes and Litigation.** This Agreement is entered into in the State of Ohio and shall be interpreted in accordance with the laws of the State of Ohio regardless of choice of law rules, and all disputes and litigation of any kind arising from this Agreement shall be brought in or removed to a court of competent jurisdiction in Warren County, Ohio, unless the Parties mutually agree in writing to first attempt to resolve any dispute by mediation to be conducted in Warren County, Ohio.

**17) Cooperation.** The Parties intend to cooperate with each other to carry out this Agreement. Each Party, without consideration, agrees to execute and deliver such additional documents, including estoppels, and take such action as may be reasonably necessary to carry out the purpose of the Agreement.

**18) Third Party Beneficiary.** It is expressly acknowledged and understood that Licensee is intended to be a third party beneficiary under this Agreement.

**19) Exhibits.** Each exhibit referred to in this Agreement is hereby incorporated herein by reference and made a part hereof.

**20) Recitals.** The Recitals are an integral part of this Agreement.

[the remainder of this page is blank – signature pages only to follow]

**Execution by Grantor.**

IN EXECUTION WHEREOF, SHAKERLAND FARMS, LLC, a Limited Liability Company, the Grantor herein, has caused this Agreement to be executed by Anya Sanchez its Member, on the date stated below, in accordance with a Members Resolution, a copy of which is attached hereto.

SIGNATURE: Anya Sanchez  
NAME: Anya Sanchez  
TITLE: Member  
DATE: 3/25/22

STATE OF OHIO, COUNTY OF WARREN, ss:

**BE IT REMEMBERED**, that on the 25 day of MARCH, 2022, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be ANYA SANCHEZ, whose title is MEMBER, of Shakerland Farms, a Limited Liability Company, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of foregoing Agreement is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated therein.

[seal]

Notary Public: Laura M Gray  
My Commission Expires: \_\_\_\_\_

LAURA M GRAY

[the remainder of this page is blank – signature page of Notary Public, State of Ohio  
My Commission Expires March 28, 2023

21) Execution by the Grantee.

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, the Grantee herein, has caused this Agreement to be executed by its President or Vice-President, in accordance with Resolution No. 22-0436, dated 3-29-22

SIGNATURE: [Signature]  
NAME: Tom Grossman  
TITLE: President  
DATE: 3-29-22

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 29 day of March, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tom Grossman, whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.



KRYSTAL LYNN POWELL  
NOTARY PUBLIC - STATE OF OHIO  
Comm. No. 2021-RE-834388  
My Commission Expires July 15, 2026

Notary Public: Krystal Lynn Powell  
My Commission Expires: July 15, 2026

Prepared and approved by:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Bruce A. McGary, Asst. Pros.  
Date: 3/22/2022

## **EXHIBIT "A"**

### **WATERLINE EASEMENT**

Situate in the County of Warren, State of Ohio, Township of Turtlecreek, City of Monroe and in Section 4, T3E, R3N and Section 34, T4E, R3N and being part of a 143.9735 acre tract of land (consisting of a 124.709 acre parcel and a 19.2645 acre parcel), as conveyed to Shakerland Farms Partnership, by deed recorded in Deed Book Vol. 53, Pg. 513 of the Deed Records of Warren County, Ohio.

### **PERMANENT EASEMENT**

**BEGINNING** at a found stone located at the southwest corner of Section 35, said stone also being the northeast corner of Section 4, southeast corner of Section 5, northwest corner of section 34 and a northerly corner of said 143.9735 acre tract; thence along said north line S 84°48'23" E a distance of 19.33 feet to a point;

Thence leaving said northerly line and said Section line S 44°17'44" W a distance of 26.93 feet to a point;

Thence N 85°06'46" W a distance of 119.81 feet to a point, crossing the east line of Section 4 at 2.77 feet;

Thence S 04°53'14" W a distance of 10.00 feet to a point;

Thence N 85°06'46" W a distance of 140.77 feet to a point;

Thence S 66°11'28" W a distance of 27.20 feet to a point;

Thence S 5°56'39" W a distance of 1284.85 feet to a point;

Thence S 4°17'27" W a distance of 399.49 feet to a point;

Thence S 6°09'07" W a distance of 717.08 feet to a point located on the north Right-of-Way line of Nickel Rd.;

Thence with said north Right-of-Way line N 84°12'43" W a distance of 25.00 feet to a point;

Thence leaving said north Right-of-Way line N 6°09'07" E a distance of 716.83 feet to a point;

Thence N 4°17'27" E a distance of 399.45 feet to a point;



Thence N 5°56'39" E a distance of 1299.72 feet to a point;

Thence N 66°11'28" E a distance of 48.10 feet to a point;

Thence S 85°6'46" E a distance of 259.88 feet to a point;

Thence N 44°17'44" E a distance of 8.03 feet and returning to the **POINT OF BEGINNING**, containing 1.5326 acres, more or less, subject to all easement, restrictions, conditions and legal highways of record pertaining to the parent tract.

This description is based on a field survey made in March 2020 and is **further shown on attached Exhibit(s) "B-1 thru B-5"**.

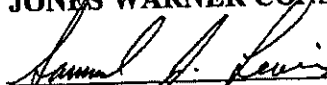
### TEMPORARY CONSTRUCTION EASEMENTS

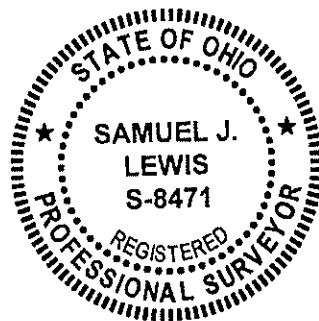
In addition to the above described permanent easement, three (3) temporary construction easements are provided for the purpose of constructing said water main, shown graphically on attached Exhibit(s) "B-1 thru B-5", consisting of a Temporary Easement of 0.0540 acres, a Temporary Easement of 0.4422 acres, and a Temporary Easement of 0.6260 acres...

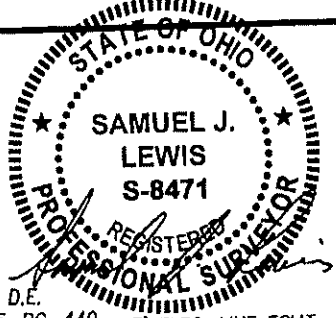
The above described permanent easement and temporary construction easements are wholly contained within Warren County, Ohio Parcel Identification Number: 11-04-200-0040 (19.2645 acre parcel) and 12-34-100-0010 (124.709 acre parcel) as assigned by the Warren County Ohio Auditor and is outside of the present road right-of-way.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone (NAD83).

**JONES WARNER CONSULTANTS, INC.**

  
\_\_\_\_\_  
Samuel J. Lewis  
Ohio Registered Land Surveyor No. 8471



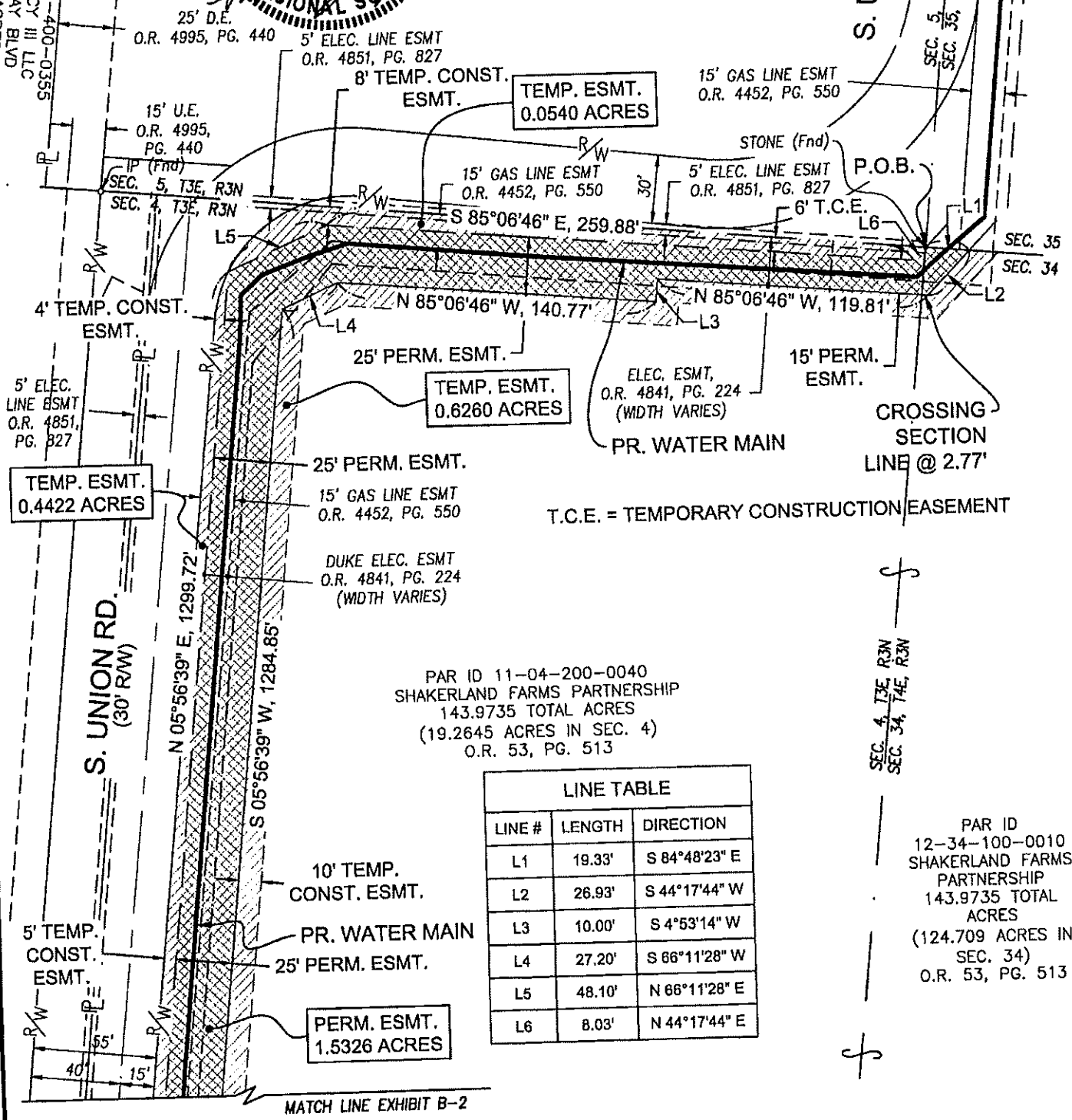


PAR ID 11-05-400-0212  
DUKE ENERGY OHIO INC.  
2.997 ACRES  
O.R. 4991, PG. 994



S. UNION RD.  
(30' R/W)

PAR ID 11-05-400-0355  
LEX PN CINCY III LLC  
600 GATEWAY BLVD  
44.5433 ACRES



TEMP. ESMT.  
0.0540 ACRES

TEMP. ESMT.  
0.6260 ACRES

TEMP. ESMT.  
0.4422 ACRES

PERM. ESMT.  
1.5326 ACRES

T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

PAR ID 11-04-200-0040  
SHAKERLAND FARMS PARTNERSHIP  
143.9735 TOTAL ACRES  
(19.2645 ACRES IN SEC. 4)  
O.R. 53, PG. 513

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	19.33'	S 84°48'23" E
L2	26.93'	S 44°17'44" W
L3	10.00'	S 4°53'14" W
L4	27.20'	S 66°11'28" W
L5	48.10'	N 66°11'28" E
L6	8.03'	N 44°17'44" E

SEC. 4, T3E, R3N  
SEC. 34, T4E, R3N

PAR ID  
12-34-100-0010  
SHAKERLAND FARMS  
PARTNERSHIP  
143.9735 TOTAL  
ACRES  
(124.709 ACRES IN  
SEC. 34)  
O.R. 53, PG. 513

PUBLIC UTILITY EASEMENT  
WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS

SCALE:  
1" = 60'

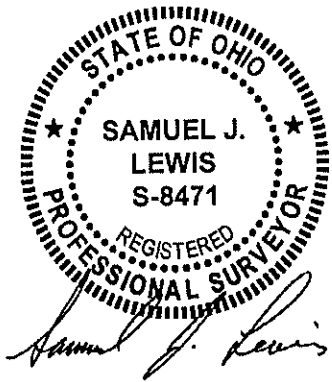
**JONES WARNER CONSULTANTS, INC.**

CONSULTING ENGINEERS  
8401 CLAUDE THOMAS RD., SUITE 51  
FRANKLIN, OHIO 45005  
PH: (855) 704-5924 FAX: (937) 704-9949  
EMAIL: JWCIO@joneswarner.com  
VISIT US AT: www.joneswarner.com

PID: 11-04-200-0040 & 12-34-100-0010  
SHAKERLAND FARMS PARTNERSHIP

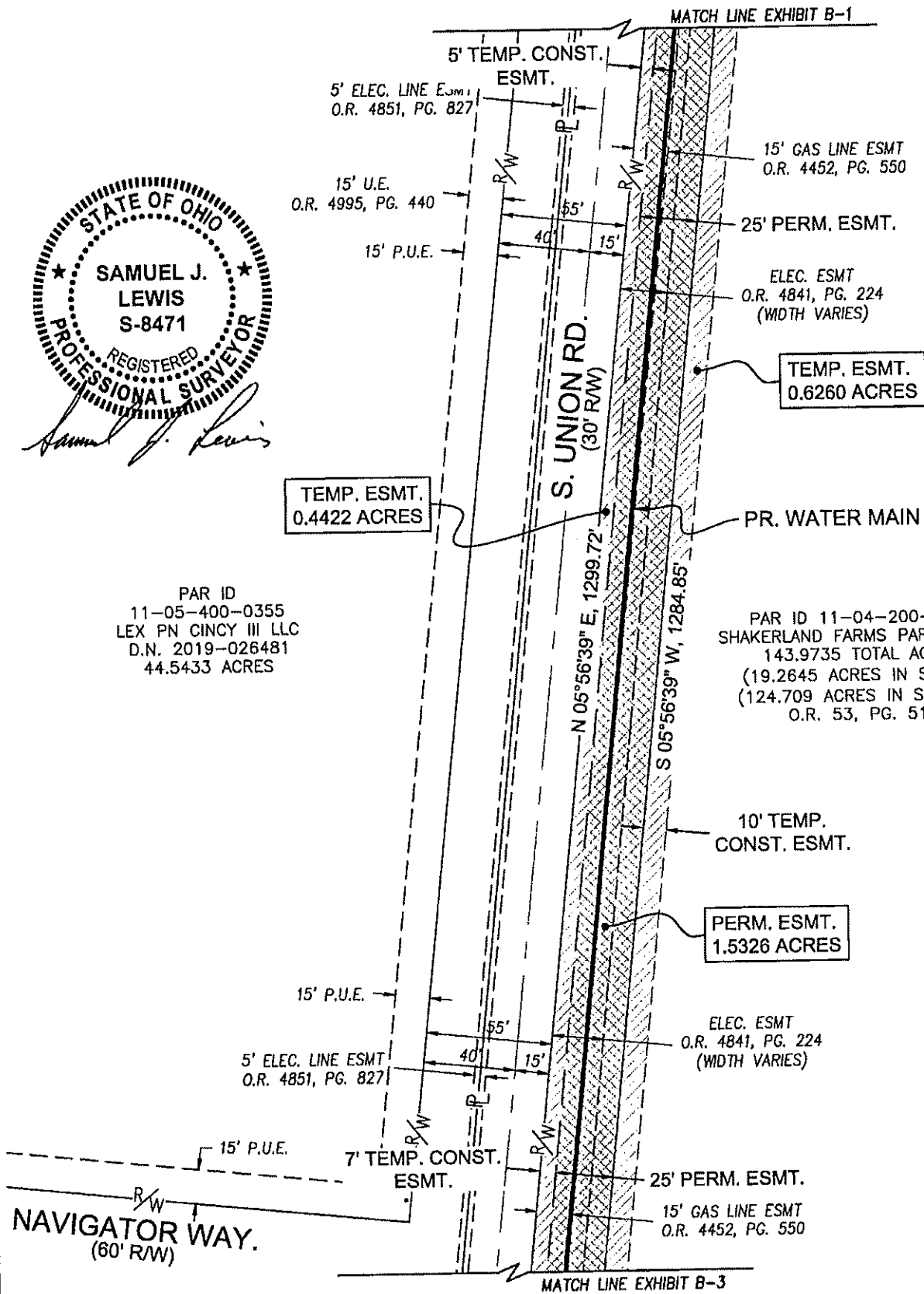
DATE:  
8/12/2021

MATCH LINE EXHIBIT B-2



PAR ID  
11-05-400-0355  
LEX PN CINCY III LLC  
D.N. 2019-026481  
44.5433 ACRES

PAR ID 11-04-200-0040  
SHAKERLAND FARMS PARTNERSHIP  
143.9735 TOTAL ACRES  
(19.2645 ACRES IN SEC. 4)  
(124.709 ACRES IN SEC. 34)  
O.R. 53, PG. 513



PUBLIC UTILITY EASEMENT  
WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS

PID: 11-04-200-0040 & 12-34-100-0010  
SHAKERLAND FARMS PARTNERSHIP

SCALE:  
1" = 60'

DATE:  
8/12/2021

**JONES WARNER CONSULTANTS, INC.**  
CONSULTING ENGINEERS  
8401 CLAUDE THOMAS RD., SUITE 51  
FRANKLIN, OHIO 45005  
PH: (855) 704-5824 FAX: (937) 704-9949  
EMAIL: JWC@joneswarner.com  
VISIT US AT: www.joneswarner.com



MATCH LINE EXHIBIT B-2

NAVIGATOR WAY.  
(60' R/W)

15' P.U.E.

7' TEMP. CONST.  
ESMT.

5' ELEC. LINE ESMT  
O.R. 4851, PG. 827

15' GAS LINE ESMT  
O.R. 4452, PG. 550  
25' PERM. ESMT.

PERM. ESMT.  
1.5326 ACRES

ELEC. ESMT  
O.R. 4841, PG. 224  
(WIDTH VARIES)

TEMP. ESMT.  
0.6260 ACRES

15' P.U.E.

10' TEMP.  
CONST. ESMT.

PR. WATER MAIN

PAR ID 1104200072  
PARK NORTH LAND LLC  
7.7491 ACRES

PAR ID 11-04-200-004  
SHAKERLAND FARMS PARTNERSHIP  
143.9735 TOTAL ACRES  
(19.2645 ACRES IN SEC. 4)  
(124.709 ACRES IN SEC. 34)  
O.R. 53, PG. 5132

S. UNION RD.  
(30' R/W)

N 05°56'39" E, 1299.72'

S 05°56'39" W, 1284.85'

TEMP. ESMT.  
0.4422 ACRES

PERM. ESMT.  
1.5326 ACRES

ELEC. ESMT  
O.R. 4841, PG. 224  
(WIDTH VARIES)

15' GAS LINE ESMT  
O.R. 4452, PG. 550

25' PERM. ESMT.

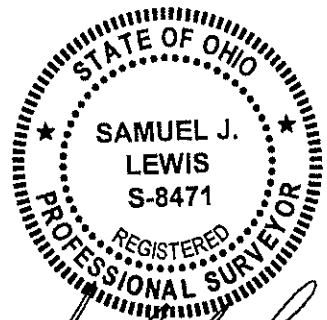
15' P.U.E.

10' TEMP. CONST.  
ESMT.

PAR ID 1104200009  
BCIF PARK NORTH LOGISTICS CENTER  
D.N. 2019-035865  
51.1947 ACRES

5' ELEC. LINE ESMT  
O.R. 4851, PG. 827

MATCH LINE EXHIBIT B-4



*Samuel J. Lewis*

PUBLIC UTILITY EASEMENT  
WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS

SCALE:  
1" = 60'

**JONES WARNER CONSULTANTS, INC.**

CONSULTING ENGINEERS

8401 CLAUDE THOMAS RD., SUITE 51  
FRANKLIN, OHIO 45005

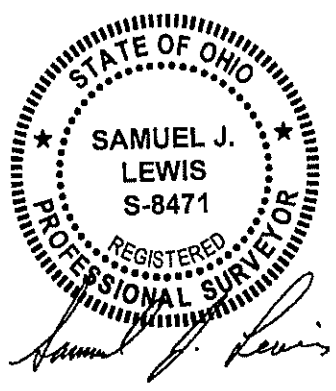
PH: (855) 704-5924 FAX: (937) 704-9849

EMAIL: JWC@joneswarner.com

VISIT US AT: www.joneswarner.com

PID: 11-04-200-0040 & 12-34-100-0010  
SHAKERLAND FARMS PARTNERSHIP

DATE:  
8/12/2021



PAR ID 11-04-200-0092  
 BCIF PARK NORTH LOGISTICS CENTER  
 D.N. 2019-035865  
 51.1947 ACRES

TEMP. ESMT.  
 0.4422 ACRES

TEMP. ESMT.  
 0.6260 ACRES

PAR ID 11-04-200-0040  
 SHAKERLAND FARMS PARTNERSHIP  
 143.9735 TOTAL ACRES  
 (19.2645 ACRES IN SEC. 4)  
 (124.709 ACRES IN SEC. 34)  
 O.R. 53, PG. 5132

PERM. ESMT.  
 1.5326 ACRES

5' ELEC. LINE ESMT  
 O.R. 4851, PG. 827

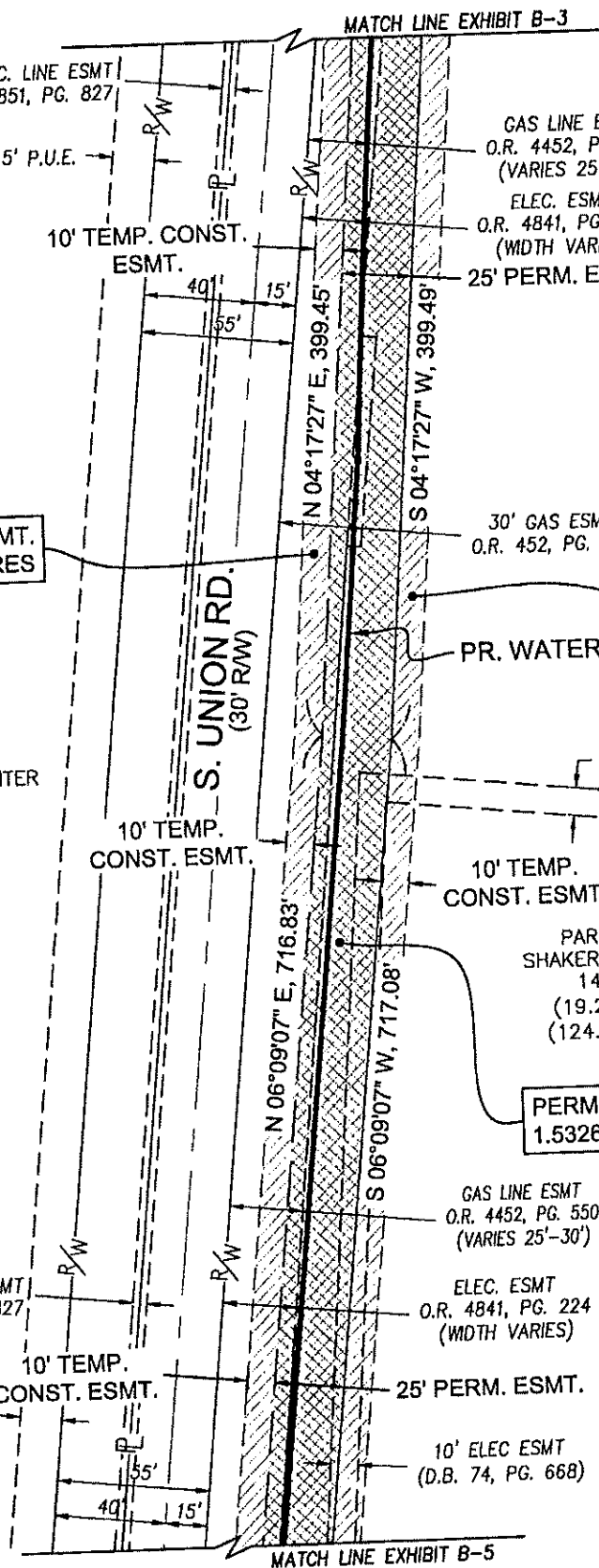
GAS LINE ESMT  
 O.R. 4452, PG. 550  
 (VARIES 25'-30')

ELEC. ESMT  
 O.R. 4841, PG. 224  
 (WIDTH VARIES)

10' TEMP. CONST. ESMT.  
 15' P.U.E.

25' PERM. ESMT.

10' ELEC ESMT  
 (D.B. 74, PG. 668)



PUBLIC UTILITY EASEMENT  
 WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS

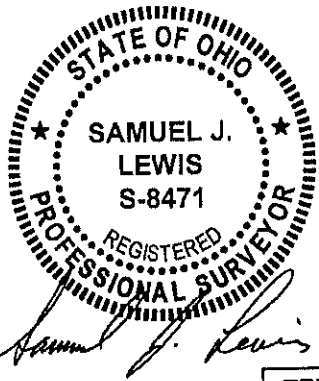
PID: 11-04-200-0040 & 12-34-100-0010  
 SHAKERLAND FARMS PARTNERSHIP

SCALE:  
 1" = 60'

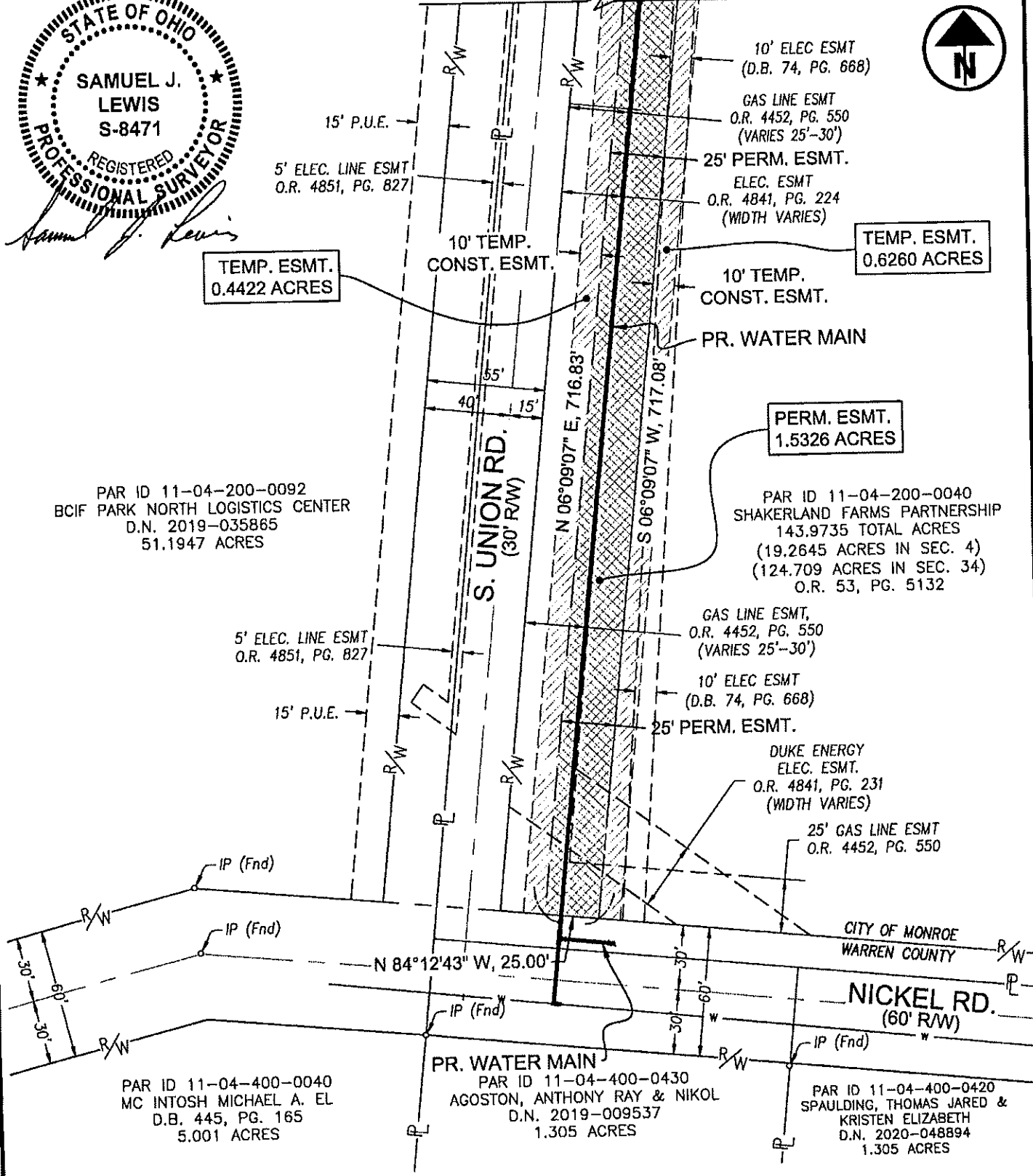
DATE:  
 8/12/2021

**JONES WARNER CONSULTANTS, INC.**

CONSULTING ENGINEERS  
 8401 CLAUDE THOMAS RD., SUITE 51  
 FRANKLIN, OHIO 45005  
 PH: (855) 704-5924 FAX: (937) 704-9949  
 EMAIL: JWC@joneswarner.com  
 VISIT US AT: www.joneswarner.com



MATCH LINE EXHIBIT B-4



PAR ID 11-04-200-0092  
 BCIF PARK NORTH LOGISTICS CENTER  
 D.N. 2019-035865  
 51.1947 ACRES

TEMP. ESMT.  
 0.4422 ACRES

TEMP. ESMT.  
 0.6260 ACRES

PERM. ESMT.  
 1.5326 ACRES

PAR ID 11-04-200-0040  
 SHAKERLAND FARMS PARTNERSHIP  
 143.9735 TOTAL ACRES  
 (19.2645 ACRES IN SEC. 4)  
 (124.709 ACRES IN SEC. 34)  
 O.R. 53, PG. 5132

PAR ID 11-04-400-0040  
 MC INTOSH MICHAEL A. EL  
 D.B. 445, PG. 165  
 5.001 ACRES

PAR ID 11-04-400-0430  
 AGOSTON, ANTHONY RAY & NIKOL  
 D.N. 2019-009537  
 1.305 ACRES

PAR ID 11-04-400-0420  
 SPAULDING, THOMAS JARED &  
 KRISTEN ELIZABETH  
 D.N. 2020-048894  
 1.305 ACRES

PUBLIC UTILITY EASEMENT  
 WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS

SCALE:  
 1" = 60'

DATE:  
 8/12/2021

**JONES WARNER CONSULTANTS, INC.**  
 CONSULTING ENGINEERS  
 8401 CLAUDE THOMAS RD., SUITE 51  
 FRANKLIN, OHIO 45005  
 PH: (855) 704-5824 FAX: (937) 704-9949  
 EMAIL: JWC@joneswarner.com  
 VISIT US AT: www.joneswarner.com

PID: 11-04-200-0040 & 12-34-100-0010  
 SHAKERLAND FARMS PARTNERSHIP

# Resolution

Number 22-0437

Adopted Date March 29, 2022

## ENTER INTO A LICENSE & INDEMNIFICATION AGREEMENT WITH CZ SOLAR WARREN, LLC

WHEREAS, the Water and Sewer Department is constructing and upon completion will be operating and maintaining approximately 8,400 feet of 16-inch water line extending along Union Road near the intersection of State Route 63 and extending southward to the intersection of Nickel Road; and

WHEREAS, this Board on July 20, 2021, adopted Resolution #21-0970 determining that it is necessary for the public health, safety and/or general welfare of the citizens of Warren County and others, to obtain or acquire easements for the South Union Road Water Main Extension Project, that does not include a blighted parcel or part of a blighted area or slum; and

WHEREAS, this Board on March 29, 2021, entered into a Waterline Easement and Colocation agreement with Shakerland Farms LLC authorizing the County to grant an exclusive license for the collocation of electric utility lines and necessary apparatus within a 10-foot corridor of the permanent easement being granted within the agreement; and

WHEREAS, the County wishes to grant a license to CZ Solar Warren, LLC authorizing the collocation of buried electric lines within the County's easement; and

NOW THEREFORE BE IT RESOLVED, to enter into a license and indemnification agreement with CZ Solar Warren, LLC for the collocation of electric lines within the County's easement, a copy of said agreements are attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Shakerland Farms, LLC  
Easement file  
Water/Sewer (file)  
Recorder (certified)

## License & Indemnification Agreement

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THIS LICENSE & INDEMNIFICATION AGREEMENT (the "Agreement" or the "License"), effective on the last date of execution by the parties, has been entered into by the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, an Ohio County and political subdivision, whose address for all purposes herein is: Attn. Warren County Water and Sewer Department, 406 Justice Drive, Lebanon, Ohio 45036, (the "Licensor"), and CZ SOLAR WARREN, LLC, an Ohio limited liability company, whose contact information for all purposes herein is Attn. Manager, (mailing address) 276 N Forest Ave NE, Marietta, GA 30060, (the "Licensee").

### RECITALS:

WHEREAS, Shakerland Farms, a Limited Liability Company, ("Shakerland Farms") received a general warranty deed recorded in Vol. 53, Page 513, of the Official records of Warren County, Ohio on 3/14/1980, as to a 19.2645 acre parcel, identified as PID: 11-04-200-004 (Acct. # 5900654) ("Shakerland Property") which begins at the intersection of Nickel Road and South Union Road and runs parallel to South Union Road, in Monroe Corporation/Turtlecreek Township, Warren County; and,

WHEREAS, by virtue of a Waterline Easement and Colocation Authorization Agreement ("Easement & Colocation Agreement") recorded as Doc. # 2022- 0436 on 3-29, 2022, in the Warren County, Ohio Recorder's Office, Shakerland Farms, granted to Licensor an easement interest on a limited part of the said 19.2645 acre parcel (and another parcel titled to Shakerland Farms) as described in said instrument; and,

WHEREAS the said Easement & Colocation Agreement authorizes Licensor to permit CZ Solar Warren, LLC, a third party utility provider, on an exclusive basis, to install, operate and maintain six (6) buried 12.47 kV, 3 phase circuit voltage electric lines topped with warning tape and magnetic tracer balls with each line having TR-XLPE insulation with a PVC jacket and necessary apparatus ("Licensed Facilities") within a part of the Licensor's Easement Area, (being the same as area as defined as "PERM. ESMT. 1.5326 ACRES" in the Easement & Colocation Agreement); and,



WHEREAS, Licensee has entered into that certain Solar Energy Site Lease with the Zoological Society of Cincinnati dated December 31, 2019, as amended (the "Lease") and is constructing a solar array within the leasehold area totaling approximately 145 acres, more or less (the "Leased Area") within (i) a 109.31 acre parcel identified as PID: 12-33-100-001 (Acct. # 5312434) located at 5709 Hamilton Road in Turtlecreek Township, Warren County, owned by the Center for the Reproduction of Endangered Wildlife (CREW) of the Cincinnati Zoological Society, a department within the Zoological Society of Cincinnati, an Ohio not for profit corporation and (ii) a 124.25 acre parcel identified as PID: 12-34-300-001 (Acct. # 5312671) located at 5922 Hamilton Road in Turtlecreek Township, Warren County, owned by the Zoological Society of Cincinnati, an Ohio not for profit corporation (collectively the "Cincinnati Zoo properties"); and,

WHEREAS, Licensee desires to transfer the solar energy harvested from Leased Area on the Cincinnati Zoo properties via electrical utility lines and necessary apparatus beginning at the Cincinnati Zoo property identified as parcel PID: 12-34-300-001 (Acct. # 5312671) within the existing right of way of Nickel Road to the intersection of South Union Road, then within the Licensor's Easement Area that runs parallel with South Union Road to Duke Energy of Ohio, Inc.'s Substation (identified as (i) PID: 11-05-400-021-2 and Acct. # 5900880, and (ii) PID: 11-05-400-021-1 and Acct. # 5900878) located at 895 South Union Road, in the Monroe Corporation/Turtlecreek Township, Warren County; and,

WHEREAS, in order for Licensee to transfer the solar energy to Duke Energy of Ohio, Inc.'s Substation, Licensee desires that Licensor issue a license permitting Licensee, and its successors and assigns, to access a portion of Licensor's Easement Area for ingress and egress and for the purposes of installing, using, maintaining, repairing, replacing, and removing electric utility lines and necessary apparatus within the limited eastern 10 ft. corridor of Licensor's Easement Area, as particularly described and illustrated on Exhibits A and B (the "10 ft. License Area") attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the recitals set forth above, which are incorporated by reference herein, Licensor does hereby grant an exclusive license to Licensee, subject to the following terms and conditions:

- 1) Grant of License. Licensor grants to Licensee, its successors and assigns, an exclusive license, for the benefit of the Leased Area, and for the purposes of installing, using, maintaining, repairing, replacing, and removing the Licensed Facilities within the 10 ft. License Area. Licensor agrees that it shall not, in any way, interfere with or limit Licensee's ability to exercise the rights granted in this Agreement. The exclusive license includes the right of ingress and egress access across Licensor's Easement Area to the 10 ft. License Area for the stated purposes along a path that causes the least impact. "Electric utility lines and necessary apparatus" is defined as underground conduit and wire, underground vaults the top of which shall be buried a minimum of 36 inches below grade to allow for agricultural production, and two above ground utility poles to be installed within 200 feet of South Union Road, wires, and anchors if required. All physical improvements, except for the aforementioned utility poles (and necessary apparatus mounted thereto or installed utility lines mounted thereon), shall be buried a minimum 48-inches below grade with the exception of

underground vaults the top of which shall be buried a minimum of 36-inches below grade as provided herein.

- 2) Monetary Consideration. Licensee shall pay Licensor a lump sum payment SIX THOUSAND FOUR HUNDRED FORTY SIX AND 50/100 DOLLARS (\$ 6,446.50 U.S.) as consideration for the License. The amount of the consideration is based on actual costs incurred by Licensor. The lump sum payment shall be delivered to Licensor simultaneously with duplicate executed originals of this Agreement and a fully compliant certificate of insurance required under paragraph 9 herein. Additionally, for the use of the 10 ft. License Area, Licensee shall pay compensation direct to Shakerland Farms, in an amount negotiated between Licensee and Shakerland Farms. Licensor shall not issue the License until Licensor has received written verification from Shakerland Farms that it has received payment from Licensee.
  
- 3) Repair and Restoration. Licensee shall promptly repair all damages to the Shakerland Property caused by Licensee and its employees, agents, contractors and subcontractors, or their use of equipment, materials and vehicles in connection with its access rights and/or installing, using, maintaining, repairing, replacing, and removing Licensee's electric utility lines and necessary apparatus. Licensee's obligation shall be to restore the Shakerland Property to as good a condition that which existed prior to any damage being caused by Licensee, and their successors and assigns, and their employees, agents, contractors and subcontractors.
  
- 4) Restrictions.
  - a) Improvements. No temporary or permanent improvements of any type may be made or used on the Shakerland Property except as explicitly provided in this Agreement.
  - b) Storage Prohibited. No equipment, vehicles, fill, materials, supplies, or structures may be stored on the 10 ft. License Area except for a reasonable period of time during installation, repair, replacement, or removal activities. No equipment, vehicles, fill, materials, supplies, or structures may be stored at any time on Licensor's Easement Area outside the 10 ft. License Area except for a reasonable period of time during installation, repair, replacement, or removal activities.
  - c) Obstructions Prohibited. At no time shall Licensee obstruct or interfere with Licensor's use of Licensor's Easement Area or Shakerland Farms and its agents or lessees use of the Shakerland Property, provided that the improvements permitted under paragraph 1 hereof shall not violate the restrictions in this paragraph 4(c).
  - d) Signage. Licensee shall refrain from and prohibit others from erecting signage of any kind on the Shakerland Property. In the event any signage should appear on the Shakerland Property by Licensee, Licensee shall cause it to be removed immediately, except for warning signage as required under applicable laws, regulations or ordinances or which may be reasonably appropriate for safety purposes which, if required, shall be coordinated with Shakerland Farms.
  - e) Underground Construction. Prior to any work performed in the Licensor's Easement Area, Licensee shall serve telephone notice to the One Call Center 811. Such notice shall be made

at least two but not more than five full working days before work begins. Licensee shall keep the One Call notifications updated as required by Ohio law.

- f) Notifications. Licensee shall also give Licensor a minimum 48 hour advance notice of any operations across Licensor's Easement Area. This notification shall be made during normal business hours at Ph. (513) 695-1377.
- g) Liability. Licensee shall be liable for any expense, loss or damage of any kind or nature due to the presence of the Licensed Facilities at this location, including, without limitation, repair, pipe replacement, operational down time, or water loss that Licensor sustains arising out of or resulting from the operations or activities of Licensee, its agents or employees during construction of and while maintaining and operating said Licensed Facilities in the future, except to the extent caused by the negligence or intentional misconduct of the Licensor.
- h) Encumbrances. Licensee shall promptly pay all obligations to contractors, subcontractors, materialman and suppliers for goods and services used for its activities on the Shakerland Property, taxes for Licensee's activities or tangible personal property, and shall not identify the rights or interest granted herein for purposes of, nor shall Licensee allow any lender, vendor, materialmen, supplier or taxing authority to cause a lien of any type to be filed of public record relating to the Shakerland Property. In the event Licensee or its successors and assigns violate this restriction, Licensor may demand that Licensee immediately satisfy and/or bond off any such lien or encumbrance within seven (7) days of receipt of written notice from Licensor. Should Licensee fail to timely do so, Licensor may, but is not obligated to, satisfy or bond off any lien or encumbrance relating to Licensee's activities on the Shakerland Property, and Licensee shall reimburse Licensor for any costs and expenses incurred by Licensor to remove or bond off the lien or encumbrance, including reasonable attorney's fees.
- i) Non-Transferrable. This license is not transferrable by Licensee to Licensee's successors and assigns, without the express written consent of the Licensor and Shakerland Farms, which shall not be unreasonably withheld. Licensee shall apply to Licensor to transfer any rights provided to Licensee in this Agreement and such transfer shall be memorialized by a written amendment to this Agreement that: i) the form and content of which is acceptable to Licensor; ii) is executed by Licensor, Licensee and its successors and assigns; and iii) is recorded of public record at Licensee's sole cost. Any amendment shall include, without limitation, the name, mailing address, email, and telephone number of Licensee's successors and assigns, as well as provide that the successors and assigns assume all obligations of this Agreement and provide proof of compliance with the insurance obligations in paragraph 9 herein.
- j) Addendum. This license is also subject to the terms and conditions of an unrecorded Addendum between Shakerland Farms and Licensee attached hereto. The terms and conditions of the unrecorded Addendum are incorporated herein by reference.
- k) The use of "exclusive" in this Agreement does not restrict Shakerland Farms from granting easements on or across the 10 ft. License Area, provided that any future grants do not, in any way, interfere with, restrict or otherwise limit the rights granted herein.

Licensor reserves the rights to enter onto the 10 ft. License Area to (i) inspect the premises for any violations of the foregoing restrictions in paragraphs a, b, c, and d, without prior notice to Licensee and (ii) upon prior written notice to the Licensee and the Licensee's refusal to abate such violations within the Cure Period (as defined in paragraph 10 herein), then Licensor may elect but is not obligated to abate any such violations. Provided, however, that during any such inspections or abatement, Licensor shall not disturb the Licensed Facilities or interfere with their operation. Any costs and expenses incurred by Licensor to abate any such violation(s) shall be reimbursed to Licensor by Licensee within seven (7) days of receipt of a demand for reimbursement.

- 5) Maintenance Obligation. Licensee and its successors and assigns shall be solely responsible, at their sole cost, for maintaining the 10 ft. License Area in a reasonable manner, and in compliance with all federal, state and local laws including without limitation applicable environmental regulations. Licensee shall maintain the ground elevation as level as reasonably possible and restore by seeding and strawing after any earth disturbing activities are complete, not allow any waste to accumulate, and keep the 10 ft. License Area free from noxious weeds.
- 6) Termination. The License shall terminate on December 31, 2062, or at any time the Licensee, and its successors and assigns, no longer uses the 10ft. License Area for one hundred eighty (180) consecutive days or more following the project's initial commercial operation date as set forth in the to-be-issued permission to operate letter ("PTO letter") from Duke Energy of Ohio for the purpose of transferring solar energy from the Leased Area on the Cincinnati Zoo properties to the Duke Energy of Ohio, Inc.'s Substation, subject to commercially reasonable periods for repair, replacement, maintenance and upgrades of the Licensed Facilities for the purpose of continued transfer of solar energy, whichever occurs first. Notice of the initial operation date as determined by the PTO letter shall be filed of public record by Licensee in an Affidavit on facts relating to title under R.C. 5301.252 (B)(3) in the Warren County Recorder's Office. Upon termination, Licensee, and its successor and assigns, shall be obligated to completely remove all above and below ground electric utility lines and necessary apparatus and restore the 10 ft. License Area to as good a condition as reasonably possible that existed prior to this Agreement. In the event Licensee, and its successors and assigns, breaches this obligation, then Licensor shall be entitled to recover from Licensee, and its successor and assigns, all costs and expenses incurred to: a) perform the foregoing obligations under this paragraph; b) testing, engineering, bidding, advertisements; environmental remediation; and c) all court costs and reasonable attorney's fees incurred by Licensor. The term of the agreement may be extended upon written mutual agreement of Licensor, Licensee and Shakerland Farms. Notice of the date of termination (in accordance with this paragraph) may be filed of public record by Licensor in an Affidavit on facts relating to title under R.C. 5301.252 (B)(3) in the Warren County Recorder's Office.
- 7) No Dedication, Claim or Interest Other Than as Provided Herein. This Agreement shall not constitute, nor shall it be construed, as an express or implied dedication of right-of-way. Except as

provided in this Agreement, neither this Agreement or Licensee's use of Licensor's Easement Area or the 10 ft. License Area shall give rise to any claim or interest in the property under any legal or equitable theory including without limitation adverse possession, prescriptive easement, easement by use or necessity, merger or estoppel.

8) Indemnification.

Licensee, and its successors and assigns, shall indemnify, defend and save harmless Licensor and its elected and appointed officials, employees, agents and insurers, and Shakerland Farms, and its agents, lessees and insurers, from and against any and all liability, loss, damage, costs, attorney fees, or expense, of whatsoever nature or character, arising out of or occasioned by any claim or any suit for damages, injunction or other relief, on account of injury to or death of any person, or environmental contamination (caused by Licensee's activities) or damage to any property including the loss of use thereof, or on account of interruption of use of the property, or for public charges and penalties for failure to comply with federal, state or local laws or regulations, growing out of or in connection with any act or omission, negligent or otherwise, of Licensee or its employees, agents, contractors or subcontractors, except to the extent such is caused by the negligence or willful misconduct of Licensor and/or Shakerland Farms.

9) Insurance

Licensee, and its successors and assigns, shall obtain and maintain at all times this license is in effect, a policy or policies of insurance as follows:

- (a) Commercial General liability insurance with a limit of \$5,000,000 per occurrence for bodily injury (including death) and for damage to property of any one person, and \$5,000,000 general aggregate, including contractual liability, which may be satisfied either through the primary commercial general liability policy, or through an umbrella policy, such umbrella policy to be excess to the underlying commercial general liability. Damage to property for which commercial general liability insurance shall cover also includes any damage that Licensee or its electric utility lines and apparatus may cause to Licensor's or Shakerland Farms' use of the Licensor's Easement Area.
- (b) Commercial automobile liability with a combined single limit of \$2,000,000 each accident for bodily injury and property damage, which may be satisfied either through the primary commercial automobile liability policy, or through an umbrella policy, such umbrella policy to be excess to the underlying commercial auto insurance policies, covering all owned, non-owned and hired vehicles;

Licensee, and its successors and assigns, shall furnish to Licensor and Shakerland Farms a certificate from an insurance carrier licensed, authorized or permitted to do business in the State of Ohio, evidencing that policies of insurance have been issued to Licensee providing for the insurance

listed above and that such policies are in force and name Licensor and its elected and appointed officials, employees, agents and insurers, and Shakerland Farms and its employees, agents, lessees and insurers, as additional insureds with equivalent coverage and duty to defend as such policy or policies provide for Licensee, as well as require thirty (30) days' prior written notice to Licensor and Shakerland Farms of any notice of cancellation of or material change to such policy or policies.

10) Breach.

In the event Licensee breaches this Agreement after its effective date, Licensor shall deliver written notice to Licensee detailing the nature of the breach, following which date Licensee shall have thirty business (30) days to remedy said breach (the "Cure Period"), provided that if any such breach cannot reasonably be cured within the Cure Period, Licensee shall have such additional time as is reasonably needed (but not more than sixty (60) days) to cure such breach so long as Licensee has commenced good faith efforts to cure such breach within such initial thirty day period and has diligently pursued cure of the same thereafter. If the breach is not remedied by the expiration of the Cure Period or extended Cure Period, then Licensee shall promptly remove its Licensed Facilities within sixty business (60) days of expiration of the Cure Period. In the event Licensee, and its successors and assigns, fails to timely comply, its Licensed Facilities shall be deemed a civil trespass and the remedies provided in paragraph 6 above shall be available upon such breach.

11) Binding Effect.

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective representatives, successors and assigns.

12) Counterparts.

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

13) Severability.

If any provision of this Agreement is determined to be void and unenforceable by any court of competent jurisdiction, that determination shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

14) Interpretation, Disputes and Litigation.

This Agreement is entered into in the State of Ohio and shall be interpreted in accordance with the laws of the State of Ohio regardless of choice of law rules. Interpretations and disputes of any kind relating to the license and the terms and conditions of this Agreement shall be brought in or removed to the Warren County, Ohio, Court of Common Pleas exclusively, unless the Parties mutually agree in writing to mediation to occur in Warren County, Ohio. Licensee irrevocably agrees no claim or cause of action of any kind shall be brought in any other state or federal court and should Licensee or its successors and assigns breach the conditions of this provision then Licensee or its successors and assigns shall pay all court costs and reasonable attorney fees incurred by Licensor to remove such litigation to the Warren County, Ohio Court of Common Pleas.

- 15) Cooperation. The Parties intend to cooperate with each other to carry out this Agreement. Each Party agrees to execute and deliver such additional documents, including estoppels, and take such action as may be reasonably necessary to carry out the purpose of the Agreement. Further, Licensor agrees that it shall take all reasonable steps to enforce the Easement & Colocation Agreement with Shakerland Farms so as to allow Licensee to exercise those rights granted herein.
- 16) Exhibits. Each exhibit referred to in this Agreement is hereby incorporated herein by reference and made a part hereof.
- 17) Recordation. Licensee shall reimburse Licensor for the recordation fee to record this Agreement. Upon termination of the Agreement, Licensee shall reimburse Licensor for the recordation fee to record notice of termination of the Agreement.
- 18) Recitals. The Recitals are an integral part of this Agreement.

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19) Execution by Licensee:

IN EXECUTION WHEREOF, CZ Solar Warren, LLC, the Licensee herein, has caused this Agreement to be executed by Jeremy Chapman, its duly authorized Member Manager, who has set his or her hand hereto on the date stated below, and has attached hereto the company's resolution, written consent action, or a written certification that the Company's operating agreement authorizes it's representative to execute this Agreement.

SIGNATURE: *Jeremy Chapman*  
NAME: Jeremy Chapman  
TITLE: Member Manager  
DATE: 03/23/2022

STATE OF GA, COUNTY OF Cobb, ss:

**BE IT REMEMBERED**, that on the 23 day of March, 2022, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Jeremy Chapman, whose title is \_\_\_\_\_ of **CZ Solar Warren, LLC**, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of foregoing Agreement is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated therein.

[seal] **CHARLENE GRADY**  
NOTARY PUBLIC  
Cobb County  
State of Georgia  
My Comm. Expires Aug. 27, 2022

Notary Public: *Charlene Graddy*  
My Commission Expires: Aug 27, 2022

[the remainder of this page is blank – signature page only to follow]



20) Execution by Licenser:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Licenser herein, has caused this Agreement to be executed, by Tom Grossman, its President or Vice-President, on the date stated below, per Resolution No. \_\_\_\_\_, dated 3.29.22

SIGNATURE: [Signature]  
NAME: Tom Grossman  
TITLE: President  
DATE: 3.29.22

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 29 day of March, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tom Grossman, whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.



KRYSTAL LYNN POWELL  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-834386  
My Commission Expires July 15, 2026

Notary Public: Krystal Lynn Powell  
My Commission Expires: JULY 15, 2026

Prepared and approved as to form by:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Bruce A. McGary, Assistant Prosecutor  
Date: 3/22/2022

# Resolution

Number 22-0438

Adopted Date March 29, 2022

AUTHORIZE FINANCIAL RENEWAL AND TERMS AMENDMENT WITH UNITED HEALTHCARE EFFECTIVE JANUARY 1, 2022

WHEREAS, the Board of County Commissioners utilized United Healthcare to administer the medical benefits of the Warren County Healthcare Plan; and

WHEREAS, an amendment to the contract is needed to reflect changes and language clarification to the Administrative Service Agreement and associated administration fees as indicated on the Renewal Verification pursuant to Resolution #21-1534 adopted November 9, 2021; and

NOW THEREFORE BE IT RESOLVED, to authorize the Financial Renewal and Terms Amendment with United Healthcare effective January 1, 2022, as attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

C: United Healthcare  
Horan Associates  
Benefits File  
Tammy Whitaker, OMB

**FINANCIAL RENEWAL AND TERMS AMENDMENT**

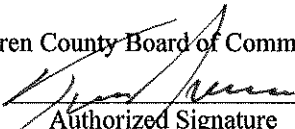
**This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and Warren County Board of Commissioners ("Customer"), Contract No. 743289, and is effective on January 1, 2022 unless otherwise specified.**

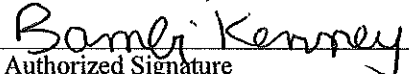
Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

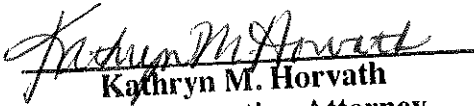
The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Warren County Board of Commissioners  
By   
Authorized Signature  
Print Name Tom Grossmann  
Print Title President  
Date 3.29.22

United HealthCare Services, Inc.  
By   
Authorized Signature  
Print Name Bambi Kenney  
Print Title Assoc. Contract Mgr  
Date 3/8/2022

**APPROVED AS TO FORM**  
  
**Kathryn M. Horvath**  
**Asst. Prosecuting Attorney**

**The Administrative Services Agreement is amended on January 1, 2022 as noted below.**

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

**The definition of Proprietary Business Information in Section 1 – Definitions is replaced in its entirety with the following definition:**

**Confidential Information:** Information disclosed or made available by a Party in connection with this Agreement, including without limitation the following, regardless of form or the manner in which it is furnished: (a) pricing, discounts, reimbursement terms, payment methodologies and payment processes, compensation arrangements and any similar commercial information and (b) data, information, statistics, trade secrets and any information about business, costs, operations, techniques, know-how or intellectual property. Any material that is derived from or developed from Confidential Information will be deemed Confidential Information for purposes of this Agreement, regardless of the person creating, disclosing or making available such material. Any Confidential Information included in preparations, proposals, scope documents, discussions, findings, summaries, reports and conclusions remain Confidential Information.

Confidential Information does not include: (a) information that is or becomes generally available to the public other than as a result of a disclosure by a receiving Party in violation of this Agreement or other agreement between the Customer and United, (b) information either obtained from a third party or already in a receiving Party's possession before receipt from the other Party, if the receiving Party can demonstrate such information was lawfully obtained and not subject to another obligation of confidentiality, and (c) information independently developed without reference to Confidential Information, if the receiving Party can demonstrate such independence through contemporaneous written records.

**Sections 10.4 Proprietary Business Information and 10.2 Access to Information are replaced entirely with the following:**

**Section 10.2 Use of Confidential Information.** Neither Party may disclose the other's Confidential Information to any person or entity other than to the receiving Party's employees and Business Associates needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

Notwithstanding the foregoing, (i) United may disclose Customer Confidential Information to its affiliates and subcontractors as needed for those entities to provide services under this Agreement, (ii) Customer will not be prohibited from providing provider-specific cost or quality of care information or data, through a consumer engagement tool or any other means, to referring providers, the Plan Sponsor, Participants, or individuals eligible to become Participants of the Plan, to the extent required by applicable law and regulation, (iii) Customer may only use United's Confidential Information for Plan administration purposes and (iv) before United's Confidential Information can be disclosed, United may require a mutually agreed upon confidentiality agreement consistent with applicable law and regulation.

Neither party may sell, license or grant any other rights to the other Party's Confidential Information.

If a Party is requested or required to disclose Confidential Information by subpoena, legal process or applicable law, including public records acts, such Party shall (to the extent permitted by law), provide the other Party with immediate written notice of that request or requirement. Such Party shall reasonably cooperate in any efforts by the other Party to seek an appropriate protective order or other remedy or otherwise challenge or narrow the scope of that disclosure request or requirement. If a protective order or other remedy is not obtained, such Party shall furnish only that portion of the Confidential Information that is legally required.

If Customer requests that United provide information about the Plan that is in United's possession after the Agreement terminates and any applicable run out period has expired, then United may, in its discretion, provide such information subject to a fee.

**All references to out of network programs in the Agreement, each as applicable, are replaced in their entirety. As such, Section 4.2 –Network Access, Management and Administration is amended to include the following sub-section:**

**Out of Network Programs.** United offers out of network programs that strive to increase savings to Customer by accessing discounts or negotiating reductions on out of network claims. United offers a mix of out of network programs that offer varying degrees of discounts, consumer advocacy, and cost controls. Customers elected out of network programs are identified in Exhibit B – Fees. Programs are subject to change or termination at United’s discretion.

## EXHIBIT B – FEES

The Medical Fees (“Fees”) are as stated below. Customer acknowledges that Fees paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain Fees will be paid through a withdrawal from the Bank Account. These Fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

### Medical Fees

**The following financial terms are effective for the period January 1, 2022 through December 31, 2024, unless otherwise specified.**

The Medical Fees (“Fees” described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

#### **Effective January 1, 2022 through December 31, 2022**

The Fees listed below are based upon an estimated minimum of 864 enrolled Employees.

\$48.06 per Employee per month.

Average Contract Size: 2.30

#### **Effective January 1, 2023 through December 31, 2023**

\$48.06 per Employee per month.

#### **Effective January 1, 2024 through December 31, 2024**

\$49.51 per Employee per month.

### Payment Integrity Services

Service Description	Fee
<b>Advanced Analytics and Recovery</b> <ul style="list-style-type: none"> <li>• United’s large-scale analytics to identify additional recovery opportunities.</li> <li>• Claims re-examined every month for up to 12 months.</li> <li>• Post-adjudicated claims.</li> </ul>	24% of the gross recovery amount
<b>Credit Balance Recovery</b> <ul style="list-style-type: none"> <li>• Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology.</li> <li>• On-site at hospitals and facilities.</li> <li>• Post-adjudicated claims.</li> </ul>	10% of the gross recovery amount.
<b>Focused Claim Review</b> <ul style="list-style-type: none"> <li>• Review of claims for inappropriate billing of services not documented in clinical notes.</li> <li>• Board certified, same-specialty medical directors. Pre-adjudicated claims or post-adjudicated claims.</li> </ul>	22% of the gross recovery amount.
<b>Fraud, Waste, and Abuse Management</b> <ul style="list-style-type: none"> <li>• Detection and recovery of wasteful, abusive, and/or fraudulent claims.</li> </ul>	22% of the gross recovery or prevented amount

<ul style="list-style-type: none"> <li>• Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review.</li> <li>• Pre-adjudicated claims or post-adjudicated claims.</li> </ul>	
<p><b>Hospital Bill and Premium Audit Services</b></p> <ul style="list-style-type: none"> <li>• In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy.</li> <li>• Post-adjudicated claims.</li> </ul>	22% of the gross recovery amount
<p><b>Litigation and Arbitration Fees for Recoveries</b></p> <ul style="list-style-type: none"> <li>• Litigation, arbitration, or other judicial process to recover any Overpayments and other Plan recovery opportunities.</li> <li>• Outside attorneys' fees and costs or administrative process fees directly incurred with litigation, arbitration, or other judicial process.</li> <li>• Pre-adjudicated claims or post-adjudication claims.</li> </ul>	Outside attorneys' fees and costs or administrative process fees will be deducted from the gross recovery prior to the assessment of any applicable United fees (as indicated in this Exhibit).
<p><b>Third Party Liability - Subrogation and Injury Coverage Coordination</b></p> <ul style="list-style-type: none"> <li>• Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party.</li> <li>• Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments.</li> <li>• Pre-adjudicated claims or post-adjudicated. claims.</li> <li>• Customer will not engage any entity except United to provide such services without prior United approval.</li> </ul>	33.33% of the applicable savings amount.

**Other Fees**

Service Description	Fee
<p><b>Consolidated Appropriations Act, 2021 ("CAA") Support Services.</b> United will support Customer's compliance with the requirements of the CAA, including the No Surprises Act ("NSA"), by the respective enforcement date as follows:</p> <ul style="list-style-type: none"> <li>• NSA medical billing and the independent dispute resolution ("IDR"): <ul style="list-style-type: none"> <li>○ United will determine if a claim is subject to the NSA billing protections.</li> <li>○ If United and a provider are unable to come to an agreement within the prescribed negotiation period for a claim subject to the NSA billing protections, United will manage, direct, and make decisions and submissions to support the IDR for Customer.</li> <li>○ All qualifying payment amounts under the NSA will be calculated based on an insurance market across all self-insured group health plans administered by United.</li> <li>○ United will not be using third party provider networks for services covered by the NSA.</li> <li>○ The fees for programs in which the parties share in the savings achieved off a provider's billed charge will continue to apply to all services covered under the NSA.</li> <li>○ Customer shall fund all settlement amounts and payments required as a result of any IDR process decision through the Bank Account.</li> </ul> </li> </ul>	<p>For the 2022 plan year, United will not charge separate services fees outside of base rates for the CAA Support Services. Customer remains responsible for the \$50 government agency administration assessment and fees charged by the IDR arbitrator.</p> <p>Fees for CAA Support Services for plan years after 2022 will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.</p>

<ul style="list-style-type: none"> <li>○ Customer shall fund the \$50 IDR administration fee and all IDR arbitrator fees through the Bank Account.</li> <li>● Revised medical Plan ID cards (if United provides Plan Participants with ID cards currently).</li> <li>● Provider directory enhancements.</li> <li>● Continuity of care and external appeals support for surprise medical bills.</li> <li>● Support related to Mental Health Parity Non-Quantified Treatment Limitations audits initiated by the U.S. Department of Labor, U.S. Department of Health and Human Services or the U.S. Department of Treasury.</li> <li>● Provide language to support Customer's anti-gag clause attestation requirement.</li> </ul>	
<b>Maximum Non-Network Reimbursement Program</b> Offers a reimbursement methodology for non-emergency non-network claims.	Included in the Standard Medical Service Fee
<b>United's reasonable and customary charge guidelines</b> Provides guidelines for out of network surgical, medical, lab, and x-ray claims.	Included in the Standard Medical Service Fee
<b>Shared Savings Program</b> <ul style="list-style-type: none"> <li>● Provides savings on select non-Network facility and physician claims that are not eligible for standard network discounts.</li> <li>● Provides access to established or discounted reimbursement amounts from health care providers who contract, accept, or negotiate with United or a third party.</li> <li>● Does not include credentialing of providers or other Network services as set forth in the Agreement.</li> </ul>	35% of the Savings Obtained as a result of the program. Savings Obtained means the amount that would have been payable to a health care provider if no discounts were available, including amounts payable by both the Participant and the Plan, minus the amount that is payable to the health care provider after the discount is taken, including amounts payable by both the Participant and the Plan.  The savings used to calculate the fee per individual claim for the program shall not exceed \$50,000. Accordingly, the fee per individual claim will not exceed 35% of \$50,000.
<b>External Reviews</b>	if and when applicable, for each subsequent external review beyond the limited number of free reviews based upon Customer's total enrollment, a fee of \$500 will apply per review.
<b>Interest Rate on Fees and Underfunding Bank Account</b>	Prime + 4%
<b>Run-out Claims Administration</b> 6 months of runout	Two months of Administration Fees.

**Disclosure:** A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount) by a United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

**Credits**

**Wellness Budget:** \$45,000 each year.



## EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, all credits, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees.

The Fees payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period beginning January 1, 2022 through December 31, 2024 (each twelve month period is a, “Guarantee Period”). With respect to the aspects of United’s performance addressed in this exhibit, these fee adjustments are Customer’s exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United’s failure is due to Customer’s actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United’s required compliance with any law, regulation, or governmental agency mandate or anything beyond United’s reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the performance measurements.

Claim Operations		
Time to Process in 10 Days		
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.	
Measurement	Percentage of claims processed	94%
	Time to process, in business days or less after receipt of claim	business days 10
Criteria	Standard claim operations reports	
Level	Site Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$7,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more	
Procedural Accuracy		
Definition	Procedural accuracy rate of not less than the designated percent.	
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors	97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$7,143

Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%	
<b>Dollar Accuracy (DAR)</b>		
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.	
Measurement	Percentage of claims dollars processed accurately	99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$7,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00 Below 97.00%	
<b>Member Phone Service</b>		
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.		
<b>Average Speed of Answer</b>		
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.	
Measurement	Percentage of calls answered	100%
	Time answered in seconds, on average	seconds 30
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$7,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds	
<b>Abandonment Rate</b>		
Definition	The average call abandonment rate will be no greater than the percentage set forth	
Measurement	Percentage of total incoming calls to customer service abandoned, on average	2%
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$7,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00%	
<b>Call Quality Score</b>		

Definition	Maintain a call quality score of not less than the percent set forth	
Measurement	Call quality score to meet or exceed	93%
Criteria	Random sampling of calls is each assigned a customer service quality score, using United's standard internal call quality assurance program.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$7,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
<b>Satisfaction</b>		
<b>Employee (Member) Satisfaction</b>		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$3,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
<b>Customer Satisfaction</b>		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10-point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$3,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

# Resolution

Number 22-0439

Adopted Date March 29, 2022

## ADVERTISE FOR THE COLUMBIA ROAD WATER MAIN IMPROVEMENTS – PHASE 2 PROJECT

BE IT RESOLVED, to advertise for the Columbia Road Water Main Improvements – Phase 2 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 consecutive weeks on the County website, beginning the week of April 3, 2022; bid opening to be April 28, 2022 @ 11:00 a.m.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: W/S (file)  
OMB Bid file

# Resolution

Number 22-0440

Adopted Date March 29, 2022

ENTER INTO AN EMERGENCY VEHICLE PRE-EMPTION SYSTEM AGREEMENT WITH DEERFIELD TOWNSHIP ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE


BE IT RESOLVED, to enter into an Agreement with Deerfield Township, for an Emergency Vehicle Pre-emption System on behalf of the Warren County Engineer's Office. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Deerfield Township  
Engineer (file)

[Type here]

## AGREEMENT

### Deerfield Township Emergency Vehicle Pre-emption System

This Agreement, made this 29 day of March, 2022 by and between the Warren County Board of County Commissioners (hereinafter referred to as the County), on behalf of the Warren County Engineer's Office, located at 210 West Main Street, Lebanon, Ohio 45036 (hereinafter referred to as WCEO), and Deerfield Township of Warren County whose address is 4900 Parkway Drive Suite 150 - Mason, Ohio 45040 (hereinafter referred to as the Township);

#### WITNESSETH THAT:

In consideration of the mutual covenants hereinafter contained and for the purpose of installing and maintaining an emergency vehicle pre-emption system installation located at various intersections throughout the Township, to include:

- Columbia Road and Columbia Trail;
- Columbia Road and Simpson Trace;
- Columbia Road and J.F. Burns Elementary School;
- Columbia Road and Irwin-Simpson Road;
- Columbia Road and Socialville Foster Road;
- Columbia Road and King Ave.;
- Duke Drive and Irwin Simpson Road;
- Duke Drive and Patterson Way;
- Duke Drive and Socialville Foster Road;
- Escort Drive and Bardes Road;
- Fields Ertel and Snider;
- Fields Ertel and Wilkens Blvd;
- Mason-Montgomery and Merten Drive;
- Mason-Montgomery and Natorp Blvd;
- Mason-Montgomery and Parkway Drive;
- Mason-Montgomery and Deerfield Blvd;
- Mason-Montgomery and Irwin-Simpson Road;
- Mason-Montgomery and Bowen Drive;
- Snider Road and Irwin-Simpson Road;
- Snider Road and Socialville Foster Road;
- Waterstone Blvd. and Union Cemetery Road;
- Wilkens Blvd. and Natorp Blvd;
- Wilkens Blvd. and Deerfield Blvd;
- Wilkens Blvd. and Irwin-Simpson Road;
- Wilkens Blvd. and Bowen Drive;
- Wilkens Blvd. and Terra Firma Drive; and,
- Wilkens Blvd. and Socialville Foster Road.

WHEREAS: a need for a preemption system exists to efficiently control traffic at the aforementioned intersections when emergency vehicles approach and

WHEREAS: WCEO cannot install the proposed pre-emption system at WCEO'S expense; and

WHEREAS: the Township wishes to have the proposed pre-emption system; and

WHEREAS: the location of the pre-emption system and appurtenances shall be in accordance WCEO specifications.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. INSTALLATION

The Township shall prepare the necessary plans for the proposed pre-emption system and they shall be in accordance with the standards set forth in the Ohio Manual of Uniform Traffic Control Devices Section 4D.13. Said plans shall be reviewed and approved by WCEO prior to release to the vendor and prior to installation.

The Township agrees that the design and installation of the subject pre-emption system will conform to WCEO specifications.

The Township shall furnish all material, labor, tools and equipment necessary to install the pre-emption system so it is complete and ready for operation.

II. LIABILITY/INDEMNIFICATION

Notwithstanding anything contained herein or in any attached terms and conditions to the contrary, the Township shall not indemnify or hold harmless any party. However, to the extent permitted by Ohio law, and without waiving any right of sovereign immunity, the Township will be responsible for direct damages arising from any proven claim arising solely from the Township negligent act or omissions. The Township shall not assume, or be deemed to assume, any liability for damages. To the extent any provisions of this contract or related documents are inconsistent with this paragraph, this paragraph shall take precedence.

III. COMPLETION OF INSTALLATION

When the pre-emption system construction has been completed and before it is placed in operation, it shall be inspected by WCEO, which will determine whether the pre-emption system conforms to WCEO specifications as well as any relevant statute or regulation.

If the pre-emption system is found to be in conformity with all plans, regulations, and statutes, the WCEO will accept the pre-emption system, at which time the WCEO shall assume ownership and maintenance responsibility for all pre-emption system equipment and traffic control devices related to the project governed by this Agreement.

Although the WCEO will assume ownership and maintenance responsibility, it's understood that the Township shall pay maintenance costs as specified in paragraphs IV and V.

The pre-emption system shall operate under the jurisdiction of the State of Ohio, including the phasing and timing as provided by R.C. §4511.10.

#### IV. MODIFICATION OF PRE-EMPTION SYSTEM

If, after the initial installation or modification of the pre-emption system, either party determines or believes that additional or modified equipment or modified timing of the equipment is necessary to improve the flow of traffic at the location, the parties shall consult on the modification felt necessary and, to the extent reasonably possible, shall agree on the modifications to be made and the payment of the costs attendant thereto, if any. If agreed to by the Township and WCEO the work may be performed by WCEO forces. An invoice to recover the actual cost of materials, labor and equipment for the modification will be submitted to the Township for payment. The invoice will be presented to the Township for payment within 30 days after the completion of the work. Payment of the invoice by the Township shall be made within 30 days after receiving the invoice. WCEO reserves the right to alter the pre-emption system, the roadway, or other appurtenances as it deems necessary if the parties do not agree.

#### V. NORMAL MAINTENANCE

WCEO shall provide all normal maintenance required at all times, hereafter, for the efficient operation of subject traffic control pre-emption system. Normal maintenance guidelines shall incorporate those functions necessary for maintaining the pre-emption system operation at all times, i.e., replacement of all malfunctioning pre-emption system components or those that may be damaged either by accident or deterioration. It shall be the responsibility of the Township to maintain a stock of spare pre-emption equipment and/or pay for repairs to malfunctioning equipment. If changes to vehicle traffic volumes or patterns require an update to the system equipment the Local Authority shall be responsible for the cost of improvements.

Upon failure of the Township to pay its annual maintenance and operation fee, WCEO reserves the right to remove the pre-emption system.

#### VI. REMOVAL

When it is determined by WCEO that said pre-emption system or its appurtenances are no longer essential to the safety, convenience or welfare of the traveling public, or any individuals traveling to or from the Township's property, or any individuals traveling near the Township's property, or that the maintenance of traffic in general would be better served by the discontinuance of the pre-emption system, then all such equipment, material and devices installed, maintained and operated by WCEO shall be removed by WCEO at no expense to the Township. All salvageable materials and equipment shall be returned to the Township and the parties shall be relieved of all obligations under this Agreement.

The determination that the pre-emption system is no longer useful or desirable shall be made by the WCEO, in any reasonable manner, including, but not limited to, findings based on a traffic engineering study.



VII. NOTICES

Notices given under the terms of this Agreement shall be deemed sufficiently received if in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to either party's above referenced address.

VIII. GOVERNING LAW

This Agreement and the performance thereof shall be governed and interpreted, where applicable, solely by the laws of the State of Ohio.

IX. SEVERABILITY

If, and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, such holding shall in no way affect the validity of the remainder of this Agreement.

X. ENTIRE AGREEMENT

This Agreement and the attachments hereto, if any, constitute the entire agreement between the TOWNSHIP and WCEO and supersede all previous written and oral negotiations, commitments, and understandings. Its terms, conditions and covenants shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto and making specific reference to this Agreement.

XI. CONSIDERATION

Each party to this Agreement recognizes that the rights and benefits received by the respective parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration.

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns.

The Township shall be relieved of the obligations herein at the time when WCEO enters into a new agreement for the pre-emption system with the transferee of the property; or makes the determination that the pre-emption system may be removed in accordance with Section II of this Agreement.

XII. TERM

This agreement shall terminate if the following events occur: WCEO makes a determination that the pre-emption system is no longer needed in accordance with Section VI.

IN EXECUTION WHEREOF, the Township, has signed and sealed this Agreement this day 22 of 3, 2022, in accordance with a Resolution authorizing such act.

LOCAL AUTHORITY: DEERFIELD TOWNSHIP

By: [Signature]  
Eric Reiners, Township Administrator  
Date: 3/22/22

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossmann, its President or Vice-President, pursuant to Resolution No. 22-0440, dated 3.29.22.

RECOMMENDED BY:

WARREN COUNTY ENGINEER

BY: [Signature]  
NAME: Neil F. Tunison, P.E., P.S.  
TITLE: County Engineer  
DATE: 3/18/22

AGREED TO BY:

BOARD OF COMMISSIONERS  
OF WARREN COUNTY, OHIO

BY: [Signature]  
NAME: Tom Grossmann  
TITLE: President  
DATE: 3.29.22

Approved as to Form:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

BY: [Signature]  
Bruce A. McGary, Assistant Prosecutor  
Date: 3/16/2022

# Resolution

Number 22-0441

Adopted Date March 29, 2022

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/22/22 and 3/24/22, as attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

# Resolution

Number 22-0442

Adopted Date March 29, 2022

APPROVE BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN KERRISDALE SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Kerrisdale
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$24,207.60
Surety Company	:	The Hanover Insurance Company #1067995

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Co.  
Soil & Water (file)  
Bond Agreement file

# Resolution

Number 22-0443

Adopted Date March 29, 2022

## APPROVE VARIOUS RECORD PLATS

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

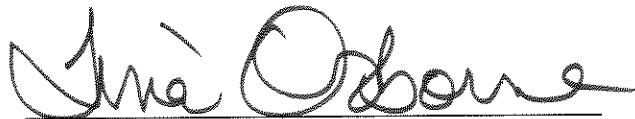
- The Reserve at Cedar Ridge, Phase 1 - Clearcreek Township

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 22-0444

Adopted Date March 21, 2022

APPROVE APPROPRIATION ADJUSTMENTS AND AN OPERATIONAL TRANSFER FOR  
JAIL CONSTRUCTION SALES TAX FUND #4495

WHEREAS, an Operational Transfer is necessary in order to process payment for interest and principal for the Jail Bond debt; and

NOW THEREFORE IT BE IT RESOLVED, to approve the following operational transfer to process payment for interest and principal for the Jail Bond debt:

## Appropriation Adjustments

\$ 292,275.00 from #44953712-5511 (Jail Sales Tax - Interest)  
into #44953712-5997 (Jail Sales Tax – Operational Transfer)

\$4,755,000.00 from #44953712-5512 (Jail Sales Tax – Principal)  
into #44953712-5997 (Jail Sales Tax – Operational Transfer)

## Operational Transfer

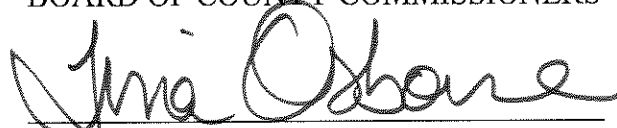
\$5,047,275.00 from #44953712-5997 (Jail Sales Tax - Operational Transfer)  
into #3395-49000 (Jail Bonds - Distributions/Transfers)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Appropriation Adj. file  
Operational Trans. File  
Commissioners' file  
OMB

# Resolution

Number 22-0445

Adopted Date March 29, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO INFORMATION TECHNOLOGY FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Information Technology Fund #11011400 in order to process a vacation leave payout for Michael Cole former employee of the Information Technology:

\$323.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011400-5882	(IT - Vacation Leave Payout)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
IT (file)  
OMB

# Resolution

Number 22-0446

Adopted Date March 29, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office Fund #11012210 in order to process a vacation leave payout for Darius Cooley Bridges former employee of the Sheriff's Office:

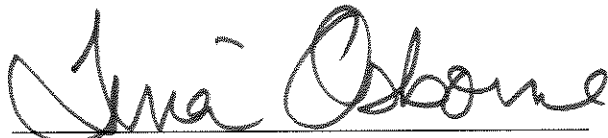
\$2,877.00      from    #11011110-5882      (Commissioners - Vacation Leave Payout)  
                  into    #11012210-5882      (WCSO – Det. - Vacation Leave Payout)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ✓  
Appropriation Adjustment file  
Sheriff (file)  
OMB



# Resolution

Number 22-0447

Adopted Date March 29, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO TELECOMMUNICATIONS FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Telecommunications #11012810 in order to process a sick and vacation leave payout for G. Hardwick former employee of Telecommunications:

\$3,802.00      from    #11011110-5882      (Commissioners - Vacation Leave Payout)  
                         into    #11012810-5882      (Telecommunications - Vacation Leave Payout)

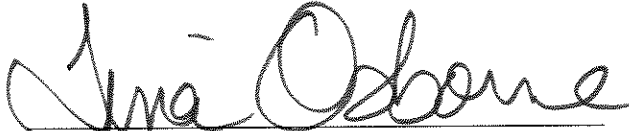
\$9,795.00      from    #11011110-5881      (Commissioners - Sick Leave Payout)  
                         into    #11012810-5881      (Telecommunications - Sick Leave Payout)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Telecommunications (file)  
OMB

# Resolution

Number 22-0448

Adopted Date March 29, 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 vacation leave payouts for Lance Czinege former employees of Emergency Services:

\$1,490.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012850-5882	(Dispatch - Vacation Leave Payout)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 22-0449

Adopted Date March 29, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE ECONOMIC DEVELOPMENT  
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

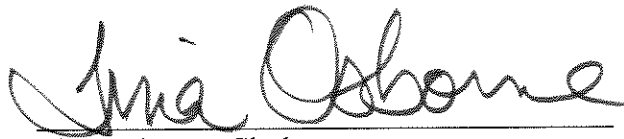
\$3,200.00      from    #11011116-5317      (Non- Capital Purchase)  
                         into    #11011116-5370      (Econ Dev Software)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Supplemental App. file  
Economic Development (File)

# Resolution

Number 22-0450

Adopted Date March 29, 2022

APPROVE APPROPRIATION ADJUSTMENTS FROM BOARD OF ELECTIONS FUND  
#11011300 TO #11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

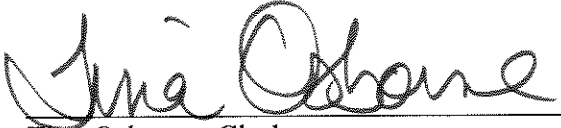
\$35,000	from	#11011300-5210	(OFFICE SUPPLIES)
	into	#11011300-5370	(SOFTWARE)
\$15,000	from	#11011300-5317	(NON-CAP)
	into	#11011300-5370	(SOFTWARE)
\$10,000	from	#11011300-5830	(WORKERS COMP)
	into	#11011300-5370	(SOFTWARE)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

Appropriations adj

cc: Auditor   
Appropriation Adj. file  
Board of Elections (file)  
OMB

# Resolution

Number 22-0451

Adopted Date March 29, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN WCSO FUNDS #11012200

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #11012200:

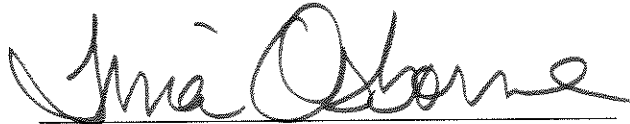
\$125,000.00	from	#11012200-5114	SHERIFF OVERTIME PAY
	into	#11012200-5310	VEHICLES CAPITAL OUTLAY

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Sheriff's Office (file)  
OMB

# Resolution

Number 22-0452

Adopted Date March 29, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING  
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$13,000	from	#11012300-5210	(Material and Supplies)
\$36,000	from	#11012300-5310	(Vehicles Capital Outlay)
	into	#11012300-5370	(Software Non- Data Board)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Building/Zoning (file)

# Resolution

Number 22-0453

Adopted Date March 29, 2022

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN WORKFORCE INVESTMENT  
Board FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1,000	from	#22385800-5910	(WIB – Other Expense)
\$3,000	from	#22385800-5400	(WIB – Purchased Services)
\$1,000	into	#22385800-5911	(WIB – non-taxable meal fringe)
\$3,000	into	#22385800-5840	(WIB – Unemployment)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App file  
Appropriation Adj file  
WIB (file)

# Resolution

Number 22-0454

Adopted Date March 29, 2022

APPROVE SUPPLEMENTAL ADJUSTMENT WITHIN COMMON PLEAS  
COMMUNITY CORRECTIONS #2227

BE IT RESOLVED, to approve the following supplemental adjustment:

\$ 53,000.00 into #22271220-5317 (Non-Capital Purchase)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental Adjustment file  
Common Pleas Court (file)  
OMB



# Resolution

Number 22-0455

Adopted Date March 29, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process vacation leave payouts for former employees of Children Services, Kendra Hall and Toni Frederick:

\$2,000.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor   
Appropriation Adj. file  
Children Services (file)  
OMB

# Resolution

Number 22-0456

Adopted Date March 29, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

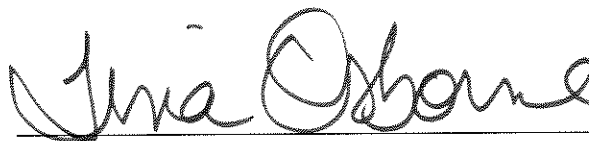
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

## REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	ENCORE PRECAST LLC	ENG.CONCRETE BOX CULVERTS/CROS	\$ 19,720.00
ENG	RACK & BALLAUER EXCAVATING CO INC	ENG. COLUMBIA RD TURN LANE PRO	\$ 414,002.55
SEW	VALLEY FORD INC.	F450 TRUCK	\$ 87,000.00

3/29/2022 APPROVED:



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Tiffany Zindel County Administrator